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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12
13 LA ALLIANCE FOR HUMAN
14 RIGHTS, et al.,
15
16 Plaintiffs,
17
18 v.
19 CITY OF LOS ANGELES, et al.,
20
21 Defendants.

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

**THE COUNTY OF LOS
ANGELES'S POST-EVIDENTIARY
HEARING BRIEF**

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

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1 **I. INTRODUCTION**

2 The evidentiary hearing that took place from May 27, 2025 through June 4,
3 2025 arose out of two “Motion[s] For Order re Settlement Agreement Compliance”
4 filed by the LA Alliance for Human Rights (“Alliance”) against the City of Los
5 Angeles (“City”). (Dkts. 767, 863.) Those motions concerned the City’s
6 obligations under its settlement agreement with the Plaintiffs. As is clear from the
7 face of the document, and the Court has already found, the City’s settlement
8 “imposes no responsibilities on the County of Los Angeles because they are not a
9 party to th[at] Agreement.” (Dkt. 445.)

10 Then, in its post-hearing Opening Brief, Plaintiffs *sua sponte* requested that
11 the Court extend the “Roadmap Agreement[] for a minimum period of two years to
12 ensure compliance and oversight.” (Dkt. 988 at 28.) That “remedy” was in addition
13 to “impos[ing] . . . a Receivership,” ordering additional monitoring, audits,
14 investigations, and reports, and issuing other relief related to the City’s alleged
15 breach of its settlement agreement. (*Id.*)

16 However, there is no question that ***the County*** has fully and completely
17 complied with its obligations under the Roadmap Agreement. (Dkt. 953 at 86:1–4;
18 *see* Dkts. 203, 254, 341, 463, 594, 758.) Not only that, but the County has
19 substantially increased its commitment to supporting people experiencing
20 homelessness (“PEH”) in the City in the five years since the Roadmap Agreement.
21 Through its own settlement with the Alliance, the County expanded its outreach in
22 the City and provides mainstream services to people in the housing and shelter that
23 the City committed to creating. Beyond this lawsuit, the County has invested
24 millions of dollars in the City, including Skid Row, demonstrating its deep
25 investment in addressing the homelessness crisis.

26 There is thus no basis to extend the term of the Roadmap Agreement, and it
27 would hinder the County’s current efforts to address homelessness. The County is
28 looking forward, not backwards. The Court should deny the Plaintiffs’ requested

1 relief.¹

2 **II. BACKGROUND**

3 Alliance filed this case on March 10, 2020. Along with eight individual
4 Plaintiffs, none of whom were themselves experiencing homelessness, Alliance
5 contended that the City and County’s choice to follow the research and advice of
6 public health experts and homeless advocates and devote resources to permanent
7 supportive housing (“PSH”) violated their constitutional and state-law rights. At the
8 time, the prevailing law held that the Eighth Amendment’s prohibition on cruel and
9 unusual punishment barred the imposition of criminal penalties on PEH for sitting,
10 sleeping, or lying outside on public property if there are no shelter beds available.
11 *Martin v. City of Boise*, 920 F.3d 584, 616 (9th Cir. 2019). Plaintiffs approached
12 this suit with a specific housing prerogative: force the construction of “temporary
13 shelter,” which is all *Martin* required. (Dkt. 1 ¶¶ 17–18, 31; *see id.* ¶ 84 (“Without
14 beds to offer, the City and County’s efforts are stymied and destined to fail under
15 *Martin v. City of Boise*.”).)

16 Alliance’s complaint was filed mere days before state and local officials
17 approved the landmark stay-at-home orders related to the spread of the then-novel
18 coronavirus, COVID-19. The “Roadmap Agreement” refers to the 2020
19 Memorandum of Understanding between the City and County that was entered into
20 in the midst of that unprecedented public health crisis. (*See* Dkt. 185-1, Ex. 1 at 1.)

21 On May 13, 2020, the Court issued an order for briefing on a potential
22 preliminary injunction following concerns over the heightened public health risks
23 facing PEH who lived under freeway overpasses and underpasses, and near entrance
24 and exit ramps. (Dkt. 103.) At a conference on May 15, 2020, the Court asked the
25

26 ¹ The County addresses this remedy because it would directly affect the County and,
27 specifically, the Roadmap Agreement between the County and the City. Nothing in
28 this brief shall be construed as an endorsement of Alliance’s accusations of breach
by the City nor of any of the remedial measures it seeks.

1 parties to develop a “plan” to assist PEH near freeways. (Dkt. 117 at 13:4–23,
2 44:23–45:12.) That same day, the Court issued a preliminary injunction order that
3 would become effective May 22, 2020, but invited the parties to submit an
4 “alternative plan” before then. (Dkt. 108.)

5 On May 19, 2020, the County, jointly with the Los Angeles Community
6 Action Network and Los Angeles Catholic Worker (together, “Intervenors”),
7 submitted an alternative plan “to address the short term and long term needs of
8 persons experiencing homelessness near freeways.” (Dkt. 115 at 1.) That proposal
9 included a joint funding model for a suite of new housing sites, as well as a package
10 of mainstream services developed by the County and offered to people experiencing
11 homelessness and residing at shelters within the City. (*Id.* at 10.)

12 Following a joint mediation session before the Honorable André Birotte Jr.,
13 the City and County agreed to a binding term sheet that became the Roadmap
14 Agreement. (*See* Dkts. 124, 125, 127, 137.) The Roadmap Agreement represented,
15 at the time, a historic collaboration between the City and County to develop
16 meaningful and effective solutions to address the homelessness crisis and support
17 PEH. Plaintiffs did not participate in that mediation nor are they a party to the
18 agreement that followed. In the Roadmap Agreement, the City and County agreed
19 to attempt to resolve any disputes arising out of the Agreement informally between
20 themselves first. (Dkt. 185-1 § VI.)

21 Nearly five years later, and two months after the briefing on the second of its
22 motions against the City, Alliance filed a “Response Re Issues Raised By Court On
23 March 27, 2025.” (Dkt. 899.) In it, Alliance argued for the first time that the City
24 had breached its obligations under the Roadmap Agreement related to its counting
25 of certain Time Limited Subsidies (“TLS”) in its quarterly reports. Even then,
26 Plaintiffs appeared to be relying on the City’s alleged breach of the Roadmap
27 Agreement for the sole purpose of supporting its request for a Receivership. Only in
28 its post-hearing Opening Brief did Plaintiffs seek affirmative relief pursuant to the

1 Roadmap Agreement.

2 **III. THE COURT SHOULD NOT EXTEND THE COUNTY’S**
3 **OBLIGATIONS UNDER THE ROADMAP AGREEMENT**

4 The Roadmap Agreement is set to expire on June 30, 2025, and should not be
5 extended. There is no evidence—or even an accusation—of a breach of the
6 Roadmap Agreement by the County. That alone forecloses the relief requested
7 relief by Alliance, which is not a party with enforceable rights under the agreement
8 in any event.² But there are other important reasons the Court should not extend the
9 Roadmap Agreement’s term by two years.

10 In the five years since the City and County negotiated that agreement,
11 circumstances have changed. The terms of the Roadmap Agreement would no
12 longer cover the increased costs of operating interim housing, meaning any
13 extension would still require additional funding. Moreover, the County has a new
14 approach for addressing homelessness. With the passage of the Affordable
15 Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax
16 Ordinance (“Measure A”), the County is implementing baseline and target
17 performance metrics and stronger accountability and transparency measures for
18 homelessness spending based on best practices for standardizing care.

19 The County is also executing on recommendations from the County’s Blue-
20 Ribbon Commission on Homelessness to strengthen the homeless services system.
21 To support this work, the County created the Executive Committee on Regional
22 Homeless Alignment (“ERCHA”), made up of elected officials including members
23 from the County Board of Supervisors and the City Mayor, to develop a single
24 regional plan, establish common performance indicators, and align resources. The
25 County also created the Leadership Table on Regional Homeless Alignment,
26

27 ² Alliance does not argue otherwise in its Opening Brief, either. (*See* Dkt. 977.)
28 The City addressed this issue in its brief. (*See* Dkt. 983 at 32–35.)

1 composed of subject matter experts, to serve as an advisory body to ERCHA. In
2 addition, the County is streamlining the Los Angeles Homeless Services Authority
3 (“LAHSA”) and centralizing homelessness services within a new County
4 department, set to launch by January 2026. Alvarez & Marsal made
5 recommendations to improve the homeless services system, many of which align
6 with steps the County is already taking.

7 The County has also demonstrated that it can and *will* conduct meaningful
8 oversight over money earmarked for homelessness. The Board voluntarily called
9 for a financial audit of LAHSA in February 2024, which was performed by the
10 County’s Auditor-Controller’s office and published in November 2024. In addition,
11 the County is currently taking a hard look at the City’s supplemental data and
12 information on the TLS “slots” reported under the Roadmap Agreement, which was
13 recently submitted following testimony from Alvarez & Marsal Director Laura Frost
14 and the Court’s orders for additional information in response to concerns raised
15 during the evidentiary hearing.

16 No party has meaningfully questioned the success of the Roadmap
17 Agreement, but it was always intended to sunset after five years. Alliance’s belated
18 suggestion to extend the Roadmap Agreement should be rejected, as it risks
19 disrupting the County’s ongoing homelessness services and programs and its newly
20 launched effort to streamline LAHSA and strengthen homeless service delivery
21 through the creation of a dedicated department, all of which depend on the County’s
22 limited resources and careful planning and budgeting.

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1 DATED: June 17, 2025

MILLER BARONDESS, LLP

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4 By:



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6 Attorneys for Defendant
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