

1 GIBSON, DUNN & CRUTCHER LLP  
THEANE EVANGELIS, SBN 243570  
2 tevangelis@gibsondunn.com  
MARCELLUS MCRAE, SBN 140308  
3 mmcrae@gibsondunn.com  
KAHN A. SCOLNICK, SBN 228686  
4 kscolnick@gibsondunn.com  
BRADLEY J. HAMBURGER, SBN 266916  
5 bhamburger@gibsondunn.com  
ANGELIQUE KAOUNIS, SBN 209833  
6 akaounis@gibsondunn.com  
PATRICK J. FUSTER, SBN 326789  
7 pfuster@gibsondunn.com  
333 South Grand Avenue  
8 Los Angeles, California 90071-3197  
Telephone: 213.229.7000  
9 Facsimile: 213.229.7520

10 HYDEE FELDSTEIN SOTO, SBN 106866  
VALERIE L. FLORES, SBN 138572  
11 ARLENE N. HOANG, SBN 193395  
JESSICA MARIANI, SBN 280748  
12 200 North Main Street, City Hall East, 6th Floor  
Los Angeles, California 90012  
13 Telephone: 213.978.7508  
Facsimile: 213.978.7011  
14 Email: arlene.hoang@lacity.org

15 *Attorneys for Defendant*  
16 *CITY OF LOS ANGELES*

17 IN THE UNITED STATES DISTRICT COURT  
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 LA ALLIANCE FOR HUMAN RIGHTS,  
20 et al.,

21 Plaintiffs,

22 v.

23 CITY OF LOS ANGELES, a Municipal  
entity, et al.,

24 Defendant.  
25  
26  
27  
28

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

Honorable David O. Carter,  
United States District Judge

**DEFENDANT CITY OF LOS  
ANGELES'S REPLY IN SUPPORT  
OF EX PARTE APPLICATION  
FOR STAY OF ORDER  
APPOINTING DANIEL GARRIE  
AS MONITOR PENDING APPEAL**

Action Filed: March 10, 2020

**TABLE OF CONTENTS**

|  | <b>Page</b> |
|--|-------------|
| INTRODUCTION .....   | 1           |
| ARGUMENT .....   | 2           |
| I.    The City is likely to succeed in persuading the Ninth Circuit to<br>reverse or vacate the order appointing Mr. Garrie as the monitor. .... | 2           |
| II.   The City will face irreparable harm without a stay pending appeal. ....  | 6           |
| III.  A stay is in the public interest and would not harm the Alliance. ....   | 7           |
| CONCLUSION .....   | 9           |

TABLE OF AUTHORITIES

Page(s)

Cases

|   |      |
|---|------|
| <i>Ariz. Dream Act Coal. v. Brewer</i> ,<br><u>757 F.3d 1053</u> (9th Cir. 2014) .....                  | 6    |
| <i>Ashker v. Newsom</i> ,<br><u>968 F.3d 939</u> (9th Cir. 2020) .....                                  | 2    |
| <i>City of Grants Pass v. Johnson</i> ,<br><u>603 U.S. 520</u> (2024).....                              | 5    |
| <i>English v. McFarland</i> ,<br><u>285 F.2d 267</u> (D.C. Cir. 1960).....                              | 3    |
| <i>Gilliam v. Nevada Power Co.</i> ,<br><u>488 F.3d 1189</u> (9th Cir. 2007) .....                      | 3    |
| <i>Immigrant Defs. Law Cntr. v. Noem</i> ,<br><u>2025 WL 2017247</u> (9th Cir. July 18, 2025) .....     | 8    |
| <i>PlayMedia Sys., Inc. v. Am. Online, Inc.</i> ,<br><u>171 F. Supp. 2d 1094</u> (C.D. Cal. 2001) ..... | 2    |
| <i>Sass v. Hank</i> ,<br><u>108 Cal. App. 2d 207</u> (1951) .....                                       | 2    |
| <i>United States v. Baltimore Police Department</i> ,<br><u>282 F. Supp. 3d 897</u> (D. Md. 2017).....  | 3, 5 |
| <i>Young v. Pierce</i> ,<br><u>822 F.2d 1368</u> (5th Cir. 1987) .....                                  | 3    |

## INTRODUCTION

The Court should stay its order appointing Daniel Garrie as the monitor pending appeal because the City is likely to prevail on the merits and, absent a stay, the City will suffer irreparable harm during the pendency of the appeal.

The merits of the City's appeal are straightforward. Section 7.2 of the Settlement Agreement requires the appointment of a "mutually agreed-upon" monitor, Dkt. 429-1 § 7.2, but the City never agreed to the appointment of Mr. Garrie. The Alliance defends the appointment under Section 24 of the Agreement, but that's just a basic dispute-resolution provision, not a license for the Court to re-write the plain text of other provisions, including Section 7.2's "mutually agreed-upon" requirement. The Court itself recognized as much at the September hearing, acknowledging that it couldn't appoint a monitor without approval from the City Council. But when approval for Mr. Garrie wasn't forthcoming from the City Council, the Court appointed Mr. Garrie anyway. That order conflicts with the plain text of Section 7.2. The Court's order is also likely to be reversed because it empowered Mr. Garrie, an unelected third party, to direct an elected official, City Controller Kenneth Mejia. That unprecedented ruling is yet another reason the City is likely to prevail on appeal.

The appointment of Mr. Garrie will also cause the City irreparable harm, in the form of the loss of a substantial amount of taxpayer money that it will likely owe to Mr. Garrie if he continues his work, as well as a disruption of democratic norms given the Court's subordination of Controller Mejia to Mr. Garrie. The Alliance claims that Mr. Garrie will not direct Controller Mejia, but the Court order expressly states that Controller Mejia is to provide support "per Daniel Garrie's discretion." Dkt. 1048 at 4. The Alliance also claims it will be harmed unless Mr. Garrie continues with his work, but it never explains why it needs *him* to be the monitor, as to the other choices that actually comply with Section 7.2.

The Court should stay its order appointing Mr. Garrie as the monitor pending the

1 resolution of the City’s appeal from that order. At the very least, the Court should  
2 temporarily stay its order until the Ninth Circuit has had an opportunity to assess for  
3 itself whether the order should be stayed pending appeal.

## 4 ARGUMENT

### 5 I. The City is likely to succeed in persuading the Ninth Circuit to reverse 6 or vacate the order appointing Mr. Garrie as the monitor.

7 The City is likely to prevail on appeal because Section 7.2 of the Settlement  
8 Agreement requires the appointment of “a mutually agreed-upon” monitor, Dkt. 429-1  
9 § 7.2, and the City expressly objected to Mr. Garrie’s appointment because of “his  
10 unduly expansive and overly broad proposed scope of work, his unnecessarily large and  
11 expensive proposed team, and his refusal to provide a budget,” Dkt. 1045 at 1. The fact  
12 that Mr. Garrie’s appointment contravenes the express terms of the Agreement should  
13 be the end of the issue. The Alliance’s contrary arguments are premised on a faulty  
14 interpretation of the Agreement and a flawed account of the proceedings related to  
15 appointment of the monitor.

16 1. The Alliance claims that Section 24 of the Settlement Agreement vests the  
17 Court with dispute-resolution powers broad enough to appoint “a mutually agreed-upon”  
18 monitor whom the City never approved. Dkt. 1055 at 2. The City agrees that “first step  
19 in contract interpretation is to look at the ‘plain meaning’ of the contract language.”  
20 Dkt. 1055 at 2 (quoting *PlayMedia Sys., Inc. v. Am. Online, Inc.*, 171 F. Supp. 2d 1094,  
21 1114–25 (C.D. Cal. 2001)). But nothing in the plain language of Section 24—which  
22 allows parties to submit matters to the Court “[i]n the event that the Parties are unable  
23 to resolve [a] dispute”—vests the Court with authority to *rewrite* the Agreement and  
24 Section 7.2’s “mutually agreed-upon” requirement. Dkt. 429-1 § 24.

25 All Section 24 does is permit the Court to interpret the Agreement in the event of  
26 a dispute among the parties, not override its plain text. *See, e.g., Sass v. Hank*, 108 Cal.  
27 App. 2d 207, 215 (1951) (courts cannot “make a new contract or to rewrite or alter by  
28 construction what has been agreed to by the contracting parties”); *Ashker v. Newsom*,

1 968 F.3d 939, 944 (9th Cir. 2020) (“[C]ourts are not empowered under the guise of  
2 construction or explanation to depart from the plain meaning of the writing and insert a  
3 term or limitation not found therein.”); *Gilliam v. Nevada Power Co.*, 488 F.3d 1189,  
4 1194 (9th Cir. 2007). The Court recognized as much when it reasoned that “unilaterally”  
5 appointing a monitor in the event of “a stalemate” was “against 7.2.” Dkt. 1034 at  
6 13:14–20. The Court’s prior view was correct—the power to resolve disputes over the  
7 Agreement does not permit the Court to alter the plain language of the Agreement and  
8 the requirements of Section 7.2.

9 Courts appointing monitors pursuant to an agreement between parties consistently  
10 acknowledge that appointments must be made according to those agreements. For  
11 example, in *United States v. Baltimore Police Department*, 282 F. Supp. 3d 897 (D. Md.  
12 2017), the parties assigned themselves “primary responsibility for evaluating the  
13 monitor candidates and selecting a proposed candidate, but assign[ed] the [c]ourt  
14 ultimate responsibility for appointing a fully qualified monitor.” *Id.* at 899. The court  
15 recognized that it could do no more than “decide whether the parties’ jointly proposed  
16 monitor candidate was selected in accordance with the terms of the Consent Decree”—  
17 no more and no less than what the agreement provided. *Id.* at 901–02. Similarly, in  
18 *Young v. Pierce*, 822 F.2d 1368 (5th Cir. 1987), the Fifth Circuit remanded the case to  
19 the district court to consider whether its order appointing a monitor was acceptable in  
20 light of a settlement the parties reached after that order’s issuance. *Id.* at 1375. And in  
21 *English v. McFarland*, 285 F.2d 267 (D.C. Cir. 1960), the D.C. Circuit held that the trial  
22 court could not appoint a monitor to which one party “object[ed] on reasonable grounds”  
23 when the terms of the agreement “clearly provide[d]” that monitors should be “jointly  
24 nominated by the plaintiffs and defendants.” *Id.* at 268. Here, too, there is no basis for  
25 disregarding the Agreement’s unambiguous requirement that any monitor be “mutually  
26 agreed-upon.”

27 2. The Alliance also rests its argument on an inaccurate retelling of the events  
28 preceding the Court’s appointment of Mr. Garrie. According to the Alliance, the Court

1 had the power to choose Mr. Garrie because the parties were hopelessly deadlocked  
2 between two candidates, Mr. Garrie and former City Controller Ron Galperin, and the  
3 Court had to pick one of them. Dkt. 1055 at 2–3. That’s wrong, as the key facts show:

- 4 • On June 24, the Court ordered the parties to select a third-party monitor by  
5 September 12. Dkt. 991 at 57.
- 6 • On August 7 and August 22, the parties met and conferred regarding the  
7 selection of a monitor. Dkts. 1054-8, 1054-9.
- 8 • On September 12, the parties “jointly propose[d]” that either Mr. Galperin or  
9 McKinsey & Company serve as monitor. Dkt. 1033. The Alliance “believe[d]  
10 that the appointed monitor w[ould] need to be assisted by a team” with  
11 technical expertise, while “[t]he City believe[d] it [wa]s premature to decide  
12 whether such a team w[ould] be necessary.” *Id.*
- 13 • On September 16, the Court held a hearing regarding monitor selection, during  
14 which the Court suggested that Mr. Galperin lacked necessary “technical  
15 expertise,” and was “uncomfortable” with McKinsey because of its unrelated  
16 work with an opioid manufacturer. Dkt. 1034 at 9:7–15, 10:25–11:1.
- 17 • The Court understood that Section 7.2 did not permit it to “unilaterally impose  
18 [its] will or . . . choice” upon the parties. *Id.* at 10:5–7; *see also, e.g., id.* at  
19 13:14–18, 15:8–9, 33:5–7.
- 20 • Nevertheless, the Court proposed Mr. Garrie instead. *Id.* at 13:2–14:14. The  
21 City said it would seek City Council approval for the appointment of  
22 Mr. Garrie and Mr. Galperin to serve as monitors. *Id.* at 85:17–20. The Court  
23 understood that the City Council might “reject” that proposal. *Id.* at 7:3–17.
- 24 • After the City Council did not take action on that proposal, and after the parties  
25 further met and conferred, the parties sought the Court’s assistance in  
26 identifying an appropriate monitor on October 10, with the City making clear  
27 that it objected to the appointment of Mr. Garrie as the monitor and proposed  
28 instead seeking City Council approval for having Mr. Galperin and City



1 Controller Mejia serve as the monitors. Dkt. 1045.

2 The City expected that the Court would get the efforts to select a mutually agreed-  
3 upon in accordance with Section 7.2 monitor back on track, perhaps by facilitating  
4 additional conversations about other candidates with the parties or by adopting the City's  
5 proposal to seek City Council approval of Mr. Galperin and City Controller Mejia. But  
6 at no point did the City expect that seeking the Court's assistance would result in  
7 Mr. Garrie's appointment irrespective of City Council approval, particularly in light of  
8 the Court's numerous representations at the September 16 hearing regarding its  
9 understanding of Section 7.2 and the necessity of City Council approval. In light of the  
10 history here, the Alliance cannot seriously suggest that Mr. Garrie's appointment was an  
11 inevitable consequence of the parties' seeking the Court's assistance to resolve the  
12 dispute over the selection of the monitor, much less somehow an agreement to allow the  
13 Court to dispense with Section 7.2's "mutually agreed-upon" requirement.

14 3. The Alliance does not even address the City's second, independent basis for  
15 likely success on appeal. A court enforcing a settlement agreement is "*not* granted the  
16 broad authority given legislatures and elected executives to set policy," nor is it "free to  
17 frame policy or adopt reform measures that the Court (or the public) might think is best  
18 under the circumstances." *Baltimore Police Dep't*, 282 F. Supp. 3d at 901. And courts  
19 cannot "begin to 'match' the collective wisdom the American people possess in deciding  
20 'how best to handle' a pressing social question like homelessness." *City of Grants Pass*  
21 *v. Johnson*, 603 U.S. 520, 560 (2024). This Court's order upsets these fundamental  
22 democratic principles, placing Controller Mejia—an elected official—under  
23 Mr. Garrie's control "per [his] discretion." Dkt. 1048 at 4. As the Court previously  
24 recognized, it is the citizens of Los Angeles—not courts—that are responsible for  
25 shaping homelessness policy through elected representatives. Dkt. 991 at 60. The order  
26 also infringes on democratic norms by effectively commandeering the functions of the  
27 City Controller. The citizens of Los Angeles elected Controller Mejia to carry out the  
28 functions of that office—not take orders from an unelected monitor. This affront to



1 democratic norms is an independent basis for reversal on appeal.

2 **II. The City will face irreparable harm without a stay pending appeal.**

3 The order appointing Mr. Garrie as the monitor will irreparably harm the City by  
4 causing it to incur substantial expenses that the City Council has not approved during  
5 fiscal crisis and by taking away core policymaking discretion from the City's elected  
6 officials. The City has explained it will suffer three distinct irreparable harms without a  
7 stay: (1) the irreparable loss of funds paid to Mr. Garrie, and at a time when the City is  
8 under a declared fiscal emergency; (2) the disruption of democratic norms because the  
9 district court has ordered the expenditure of taxpayer funds without approval from the  
10 City Council, and because an elected City official has now been made the subordinate  
11 of an unelected monitor; and (3) the City's loss of the benefit of the bargain it struck,  
12 which permits it to have a say in the appointment of any data monitor. Dkt. 1054 at 7–  
13 11. The Alliance does not contest that these are harms “for which there is no adequate  
14 legal remedy,” meaning they are irreparable. *Ariz. Dream Act Coal. v. Brewer*, 757 F.3d  
15 1053, 1068 (9th Cir. 2014).

16 Ignoring most of the harms the City identified, the Alliance argues that the City  
17 will not be harmed by a stay because Controller Mejia will simply be facilitating data  
18 access. Dkt. 1055 at 3–4. That argument cannot be reconciled with the language in the  
19 Court's order requiring Controller Mejia to “support Mr. Garrie, without further cost to  
20 the City . . . *per Daniel Garrie's discretion*.” Dkt. 1048 at 4 (emphasis added).  
21 Mr. Garrie hasn't provided a budget for his services (Dkt. 1045-1), has unfettered  
22 discretion to commandeer the City Controller, and the Court has not defined the scope  
23 of his work (Dkt. 1048 at 6). There is no check ensuring that Mr. Mejia is “simply  
24 ‘facilitating data access and coordination’ with Mr. Garrie,” as the Alliance insists.  
25 Dkt. 1055 at 4.

26 The Alliance also argues that absent a stay, the City would still get the “benefit”  
27 of Mr. Garrie's work at a “discounted rate” even if it turns out he should never have been  
28 appointed in the first place. Dkt. 1055 at 4. The Alliance's argument turns on the fact

1 that Mr. Garrie's hourly rate (\$750) is slightly lower than Mr. Galperin's rate (\$800).  
2 But those rates do not tell the whole story. Mr. Garrie is assembling an eight-person  
3 team and has refused to even provide a budget for his services. Dkts. 1045 at 1; 1054-  
4 10. He has already sent the City a list of over 700 questions and demanded to interview  
5 various City personnel. Dkt. 1054-5. And there will be additional expense to the City  
6 because the Court has directed Special Master Martinez to play a "supervisory" role over  
7 the monitor's work. Dkt. 1050 at 1. Mr. Galperin, in contrast, proposed a limit on his  
8 total hours, which he could exceed only with express written consent of the City.  
9 Dkt. 1042 at 13-14. Mr. Garrie has also thus far ignored the City's requests for him to  
10 provide a weekly accrual of the time spent and fees incurred by him and his staff.  
11 Scolnick Decl., Ex. A.

12 Finally, the Alliance is wrong that the City is somehow at fault for creating the  
13 need for ex parte relief. Dkt. 1055 at 5. The City met the timeline for the monitor  
14 appointment set out by the Court. The Court's June 24 order required the parties to meet  
15 and confer about potential monitors by August 22, to select a monitor by September 12,  
16 and to attend court hearings regarding each quarterly status report beginning on  
17 November 12. Dkt. 991 at 57. The parties did just that. They met and conferred on  
18 August 7 and August 22. Dkts. 1054-8, 1054-9. On September 12, the parties filed a  
19 joint submission proposing that former City Controller Ron Galperin or McKinsey &  
20 Company serve as the monitor. Dkt. 1033 at 1. The Court declined to appoint either  
21 candidate and suggested Mr. Garrie instead, while also acknowledging that any agreed-  
22 upon monitor would require City Council approval, which would "take[] some time."  
23 Dkt. 1034 at 7:6. Then, less than a month later, when it became apparent the City  
24 Council would not approve Mr. Garrie, the Court appointed him anyway. Dkt. 1048 at  
25 4. The City is not responsible for any delay in the selection of a monitor.

26 **III. A stay is in the public interest and would not harm the Alliance.**

27 Because the City has established a likelihood of success and irreparable harm, the  
28 Court should consider whether a stay is in the public interest and would harm the

1 Alliance. *Immigrant Defs. Law Cntr. v. Noem*, 2025 WL 2017247, at \*4 (9th Cir. July  
2 18, 2025). Both of these factors also support the requested stay.

3 The irreparable harms to the City are also irreparable harms to the public.  
4 Dkt. 1054 at 11. All residents of the City of Los Angeles stand to lose if the City's  
5 scarce funds are spent at the sole discretion of an unelected monitor who was not  
6 entrusted with that power by the City Council.

7 The Alliance claims it would be harmed by a stay of the Court's order, Dkt. 1055  
8 at 5, but any supposed harm could easily be avoided if the parties settled on a different  
9 and mutually acceptable monitor. The Alliance already agreed that Mr. Galperin would  
10 be a suitable monitor without any co-monitor, Dkt. 1033, and has also suggested that  
11 Controller Mejia could serve as a co-monitor, Dkt. 1045 at 2. And the City has proposed  
12 seeking City Council approval to have Mr. Galperin and Controller Mejia serve as the  
13 monitors. Dkt. 1045 at 1. The City has offered several other candidates for the monitor  
14 role, including the RAND Corporation, teams at USC and UCLA, and Ernst & Young.  
15 Dkt. 1034 at 22–23. There are doubtless others who likewise have the technical  
16 proficiency to handle the work. The Alliance has not come up with any reason why  
17 urgent action by *Mr. Garrie* specifically is needed.

18 Moreover, the City's primary obligations are due in 2026 and 2027, and are  
19 paused under Section 8.2 of the Agreement due to this year's wildfires, large-scale civil  
20 disturbances, and fiscal emergency. Dkt. 1054 at 12. Although the Agreement expressly  
21 pauses the City's primary obligations in the event of any of those three events and  
22 requires the parties to confer over modifications to the Agreement, the Alliance accuses  
23 the City of invoking Section 8.2 purely for the sake of delay. Dkt. 1055 at 5. This  
24 accusation ignores the reality that the City is in a fiscal emergency precipitated in part  
25 by this year's unprecedented wildfires and large-scale civil disturbances. Dkt. 1054-2  
26 at 1–2; Dkt. 1054-4. Notwithstanding that fiscal challenge, the City remains committed  
27 to solving the homeless crisis. In fact, this year's budget committed over \$300 million  
28 of the City's general fund toward homelessness despite the fiscal emergency. Dkt. 955

1 at 295:13–21. But the City also faces a long list of complicated challenges beyond  
2 homelessness and has limited resources. That’s why it agreed to meet its obligations by  
3 specific dates in 2026 and 2027, and ensured that its obligations would be paused if the  
4 events listed in Section 8.2 occurred—and three such events have occurred in the past  
5 year. The Alliance trivializes Section 8.2 because it finds that provision inconvenient,  
6 but the pause and the need to modify the City’s obligations are written in black and white  
7 in an Agreement that the Alliance has otherwise been keen for months to enforce as  
8 strictly as possible.

### 9 CONCLUSION

10 The Court should stay its order appointing Mr. Garrie as the monitor pending the  
11 City’s appeal from that order. At the very least, the Court should temporarily stay its  
12 order until the Ninth Circuit has had an opportunity to assess for itself whether the order  
13 should be stayed pending appeal.

1 DATED: November 7, 2025

Respectfully submitted,

2 GIBSON, DUNN & CRUTCHER LLP

3 By: /s/ Theane Evangelis  
4 Theane Evangelis

5 GIBSON, DUNN & CRUTCHER LLP  
6 THEANE EVANGELIS, SBN 243570  
7 tevangelis@gibsondunn.com  
8 MARCELLUS McRAE, SBN 140308  
9 mmcrae@gibsondunn.com  
10 KAHN SCOLNICK, SBN 228686  
11 kscolnick@gibsondunn.com  
12 BRADLEY J. HAMBURGER, SBN 266916  
13 bhamburger@gibsondunn.com  
14 ANGELIQUE KAOUNIS, SBN 209833  
15 akaounis@gibsondunn.com  
16 PATRICK J. FUSTER, SBN 326789  
17 pfuster@gibsondunn.com  
18 333 South Grand Avenue  
19 Los Angeles, California 90071-3197  
20 Telephone: 213.229.7000  
21 Facsimile: 213.229.7520

22 HYDEE FELDSTEIN SOTO, SBN 106866  
23 VALERIE L. FLORES, SBN 138572  
24 ARLENE N. HOANG, SBN 193395  
25 JESSICA MARIANI, SBN 280748  
26 200 North Main Street, City Hall East, 6th  
27 Floor  
28 Los Angeles, California 90012  
Telephone: 213.978.7508  
Facsimile: 213.978.7011  
Email: arlene.hoang@lacity.org

*Attorneys for Defendant*  
*CITY OF LOS ANGELES*

GIBSON, DUNN & CRUTCHER LLP  
THEANE EVANGELIS, SBN 243570  
tevangelis@gibsondunn.com  
MARCELLUS MCRAE, SBN 140308  
mmcrae@gibsondunn.com  
KAHN A. SCOLNICK, SBN 228686  
kscolnick@gibsondunn.com  
BRADLEY J. HAMBURGER, SBN 266916  
bhamburger@gibsondunn.com  
ANGELIQUE KAOUNIS, SBN 209833  
akaounis@gibsondunn.com  
PATRICK J. FUSTER, SBN 326789  
pfuster@gibsondunn.com  
333 South Grand Avenue  
Los Angeles, California 90071-3197  
Telephone: 213.229.7000  
Facsimile: 213.229.7520

HYDEE FELDSTEIN SOTO, SBN 106866  
VALERIE L. FLORES, SBN 138572  
ARLENE N. HOANG, SBN 193395  
JESSICA MARIANI, SBN 280748  
200 North Main Street, City Hall East, 6th Floor  
Los Angeles, California 90012  
Telephone: 213.978-7508  
Facsimile: 213.978.7011  
Email: arlene.hoang@lacity.org

*Attorneys for Defendant*  
*CITY OF LOS ANGELES*

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,  
et al.,

Plaintiff,

v.

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

Defendant.

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

**DECLARATION OF KAHN A.  
SCOLNICK IN SUPPORT OF  
REPLY IN SUPPORT OF EX  
PARTE APPLICATION FOR  
STAY OF ORDER APPOINTING  
DANIEL GARRIE AS MONITOR  
PENDING APPEAL**

Honorable David O. Carter,  
United States District Judge

Action Filed: March 10, 2020

1 I, Kahn A. Scolnick, declare as follows:

2 1. I am an attorney admitted to practice law in the State of California. I am a  
3 partner in the law firm of Gibson, Dunn & Crutcher LLP, and I am one of the attorneys  
4 representing the City of Los Angeles in the above-referenced action. I submit this  
5 declaration in support of the City of Los Angeles's Reply in Support of its Ex Parte  
6 Application for a Stay Pending Appeal. If called and sworn as a witness, I could and  
7 would testify competently to the following:

8 2. On October 31, 2025, the City requested by email that Mr. Garrie provide  
9 it with a weekly accrual of the time spent and fees incurred by him and his staff for the  
10 work being done in the monitor role; the City requested that Mr. Garrie provide the  
11 accrual by the following week. A true and correct copy of that email is attached as  
12 **Exhibit A**. As of the date of this filing, Mr. Garrie has not responded to this request.

13 I declare under penalty of perjury under the laws of the United States that the  
14 foregoing is true and correct, and that I executed this Declaration in Los Angeles,  
15 California. Executed this 7th day of November, 2025.

16  
17 /s/ Kahn A. Scolnick  
Kahn A. Scolnick  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



# EXHIBIT A

**From:** [Scolnick, Kahn A.](#)  
**To:** [Daniel B. Garrie](#)  
**Cc:** [Mejia Kenneth](#); [Mariani Jessica](#); [Hoang Arlene](#); [Michele](#); [Mitchell Elizabeth](#); [Morgan Ward Doran](#); [R. Myers Shayla](#); [M. Brody Lauren](#); [Sonya Morgan](#); [Hamburger, Bradley J.](#)  
**Subject:** Alliance; monitor  
**Date:** Friday, October 31, 2025 11:04:36 PM

---

Mr. Garrie: As you know, the City is appealing the order appointing you as monitor, and the City has asked the Court to stay the appointment order pending the appeal (and if the Court denies that stay request, the City will make the same request to the Ninth Circuit). As you also know, the City is reserving all rights with respect to the work that you're doing in the interim and any fees that you and your staff are incurring in that effort.

Nonetheless, you've been moving forward as monitor and we are doing our best to assist in facilitating your requests for information and meetings. To the extent the City may eventually be required to pay you and your staff for that work, the City is requesting a weekly accrual of the time spent and the fees incurred by you and your staff for the work being done in the monitor role. Can we start getting those accruals next week?

Thanks very much.

**Kahn A. Scolnick**

T: [+1 213.229.7656](tel:+1213.229.7656)  
[KScolnick@gibsondunn.com](mailto:KScolnick@gibsondunn.com)

**GIBSON DUNN**

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