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**CENTRAL CITY EAST  
ASSOCIATION AND LOS  
ANGELES DOWNTOWN  
INDUSTRIAL DISTRICT**

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

19 LOS ANGELES CATHOLIC  
20 WORKER, et al.

21 Plaintiffs,

22 vs.

24 LOS ANGELES DOWNTOWN  
25 INDUSTRIAL DISTRICT BUSINESS  
IMPROVEMENT DISTRICT, et al.

26 Defendants.  
27

CASE NO.: CV14-7344 PSG (AJWx)

[PROPOSED]  
STIPULATED JUDGMENT

1 This action was brought by plaintiffs Los Angeles Catholic Worker,  
 2 CANGRESS, Harry James Jones, Lloyd Hinkle, Walter Shoaf, and Louis Grady  
 3 against Defendants Los Angeles Downtown Industrial District, Central City East  
 4 Association, and the City of Los Angeles, alleging that Defendants and their  
 5 agents violated Plaintiffs' rights guaranteed by the United States Constitution, the  
 6 California Constitution, and related laws by seizing the unattended property of  
 7 Plaintiffs and other homeless individuals in downtown Los Angeles. Defendants  
 8 have denied all material allegations in the complaint.

9 The parties have agreed that in order to avoid the continuation of protracted  
 10 and costly litigation, the controversy should be resolved without a trial and  
 11 therefore have agreed to the attached settlement agreement and request the Court  
 12 enter this stipulated judgment.

13 It is hereby ordered and adjudged that:

14 **I. EQUITABLE TERMS**

15 Defendants Los Angeles Downtown Industrial District and Central City East  
 16 Association shall comply with the following terms:

17 1. LADID agrees not to seize and/or destroy or otherwise remove any  
 18 property from sidewalks or other public spaces within the LADID, except as  
 19 provided herein.

20 2. Notwithstanding Paragraph 1, this agreement does not prevent  
 21 LADID from removing property from sidewalks and other public spaces within  
 22 the LADID in the following circumstances:

- 23 a. LADID BID officers may immediately move unattended items  
 24 that are within ten feet of any operational and utilizable  
 25 entrance, exit, driveway or loading dock of a building or  
 26 property in the LADID, or impeding a 36 inch clearance for  
 27 travel pursuant to the ADA. In the event that items are moved,  
 28 they will not be seized or destroyed by BID officers.



- 1 b. Property moved under Section 2(a) may not be moved any  
2 further than is necessary to clear the driveway or passage to the  
3 entrance of a building or property.
- 4 c. BID officers may remove trash and dumped items that are in  
5 the gutter, sidewalk, street or alley, or within three feet of a  
6 trash can, provided the items or trash appear to be placed there  
7 for trash removal.
- 8 d. BID officers may immediately remove unattended bulky items  
9 from the street or sidewalk. Bulky items are defined as large  
10 pieces of furniture, mattresses, or other items that cannot be  
11 broken down to fit within a 60 gallon storage bin, but does not  
12 include tents; shopping carts; bicycles, wheelchairs, crutches  
13 or other types of assistive medical devices; or luggage and  
14 bags, either filled or unfilled.
- 15 e. Nothing in this settlement will prevent BID officers from  
16 responding to a Public Health or Safety Emergency within the  
17 BID, as defined below.
- 18 i. For purposes of this section, Public Health or Safety  
19 Emergency is defined as a situation that creates an  
20 immediate threat to public health or safety, such as a fire  
21 or a blocked storm drain that could result in flooding.  
22 This section is intended to apply only to situations where  
23 the risk of significant harm is so imminent that it would  
24 be impractical to wait for the City to address the issue  
25 without the situation worsening. Significant harm is  
26 defined as physical injury, illness or death, or damage to  
27 property.  
28

1                   ii. In the event that there is a Public Health or Safety  
2                   Emergency identified by BID officers as objectively  
3                   requiring unattended property to be removed from the  
4                   sidewalk, BID officers must first contact LAPD or the  
5                   Bureau of Sanitation to address the issue and document  
6                   the date and time of the call.

7           f. BID officers may remove property from sidewalks and public  
8           areas in the LADID that they have an objectively reasonable  
9           belief is abandoned, after providing notice as outlined below.

10           i. Abandoned property is defined as property where there  
11           is no objectively reasonable belief that the property  
12           belongs to a person.

13           ii. Property will *not* be deemed abandoned if:

14                   1. The owner of the property is present;

15                   2. The property has previously been tagged for  
16                   removal, the property has been moved at least  
17                   twenty feet, within twenty-four hours of being  
18                   tagged for removal by BID officer; or

19                   3. It is packed up and placed adjacent to a building,  
20                   wall or fence in such a manner as to allow 36" of  
21                   clearance for travel pursuant to the ADA and is  
22                   not attached to a building, wall or fence,

23                   a. and either

24                           i. the property has a sign on it  
25                           indicating that it is not abandoned  
26                           property  
27  
28





1 found. This notice must indicate where the property is  
 2 stored and how the property owner may retrieve the  
 3 property.

4 iv. Any property taken pursuant to this agreement must be  
 5 stored for a minimum of 90 days for the owner to  
 6 retrieve the property. LADID may store the property in a  
 7 storage facility located within the BID. At its discretion,  
 8 LADID may provide the property to the City of Los  
 9 Angeles for storage in a storage facility within the BID  
 10 for at least 90 days. If the LADID changes the location  
 11 of storage, the LADID must notice Plaintiffs' Counsel of  
 12 the new location for storage, no less than 10 days before  
 13 the storage location changes.

14 h. BID officers may retrieve lost items, which must then be  
 15 turned over to the police pursuant to California Civil Code  
 16 Section 2080.1; except however, the retrieval of lost items  
 17 must be documented pursuant to Section 3 below.

### 18 3. Documentation of Activities

- 19 a. Property that is noticed as "abandoned" will be photographed  
 20 at the start of the 24 hour notice period.
- 21 b. All property moved or removed from sidewalks or other public  
 22 spaces in the LADID under subdivisions 2(a)-(b), 2(d), 2(e),  
 23 2(f)-(g) or 2(h) above, shall be photographed at the time of  
 24 removal, before it is disturbed.
- 25 c. The photographs will depict the property removed as it looked  
 26 before being touched by the BID officer or officers and the  
 27 reason for removal of the property.
- 28

1 d. Upon request, and no more often than every 90 days, LADID  
2 will make available for inspection by Plaintiffs' Counsel  
3 written records of each instance in which BID officers moved  
4 or removed property from sidewalks or other public spaces  
5 within the LADID under subdivisions 2(a)-2(h) above. The  
6 record for each instance shall include the location of the  
7 property, the justification for each response, photographs, and  
8 evidence of calls to the City of Los Angeles (where  
9 applicable).

10 4. LADID will include specific language in its Annual Planning Report  
11 that provides that LADID is subject to the terms of this Settlement Agreement and  
12 any Court Orders or Judgments entered pursuant to this Settlement Agreement.  
13 This language will be agreed upon by the parties.

14 5. BID officers will receive specific training regarding the terms of this  
15 settlement, which will be provided by an outside entity agreed upon by the parties  
16 and the contents of which will be approved by Plaintiffs' Counsel.

## 17 II. MONETARY TERMS

18

19 A. Defendant Central City East Association shall pay twenty-five  
20 thousand dollars (\$25,000.00). This payment shall be inclusive of any claim for  
21 damages, attorneys' fees or costs claimed by plaintiffs.

22 C. Defendants shall make monetary payment in the form of a check or  
23 checks made payable to the Legal Aid Foundation of Los Angeles, and shall  
24 deliver that payment to the Legal Aid Foundation of Los Angeles, 7000 S.  
25 Broadway, Los Angeles CA 90003 within thirty (30) days of entry of this  
26 judgment.

1           **III.   DISMISSAL**

2           This action will be dismissed, subject to the terms of this judgment, reserving  
3 jurisdiction for purposes of enforcement.  
4

5           **IV.   ENFORCEMENT**

6           The District Court shall retain jurisdiction over this action and its parties for  
7 the duration of four years from the date of its entry, for the purpose of enforcing  
8 and modifying the terms of this order.  
9

10          **It is so stipulated.**  
11

12          DATED: 2/21/2017  
13

14                           **HILL FARRER & BURRILL LLP**

15                           By:   
16

17                           **KEVIN BROGAN**

18                           Attorneys for Defendants **CENTRAL CITY**  
19                           **EAST ASSOCIATION, INC. and LOS**  
20                           **ANGELES DOWNTOWN INDUSTRIAL**  
21                           **DISTRICT BUSINESS IMPROVEMENT**  
22                           **DISTRICT**

23          DATED: 3/4/2017  
24

25                           **LEGAL AID FOUNDATION OF LOS**  
26                           **ANGELES**

27                           By:   
28

**SHAYLA MYERS**

                          Attorneys for Plaintiffs



1 DATED: 3/9/2017

2 **SCHONBRUN SEPLOW HARRIS &**  
3 **HOFFMAN LLP**

4 By:   
5 **CATHERINE SWEETSER**  
6 *Attorneys for Plaintiffs*

7  
8  
9 Ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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12 \_\_\_\_\_  
13 Honorable Philip S. Gutierrez  
14 United States District Judge  
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