

JONES V. CITY OF LOS ANGELES
Settlement Agreement

It is hereby agreed among Appellants and Appellees (collectively, "the Settling Parties") in Jones v. City of Los Angeles, Case Number 04-55324 in the United States Court of Appeals for the Ninth Circuit:

1. The Los Angeles Police Department will issue a policy directive stating that it will not enforce Los Angeles Municipal Code ("LAMC") section 41.18(d) between the hours of 9:00 p.m. and 6:00 a.m., except as set forth in Paragraphs 2 and 3 below. The Los Angeles Police Department will keep this policy in effect and operate according to this policy until an additional 1250 units of permanent supportive housing are constructed within the City of Los Angeles, at least 50 per cent of which are located in Skid Row and/or greater downtown Los Angeles. These units shall be constructed as housing for current or formerly chronically homeless persons and shall not include housing units already existing as low income housing units and/or occupied as low income housing within the past 6 months.

2. LAMC section 41.18(d) will be enforceable at all times at locations within ten (10) feet of any operational and utilizable entrance, exit, driveway or loading dock.

3. Measurement of Distance

a) Entrance/Exit to Building: 10 feet measured perpendicularly from the outer edges of the opening, along the exterior wall of the building, and from those points the area encompassed by the measurement shall extend to the curb line.

b) Entrance/Exit to Parking Lot: 10 feet measured perpendicularly from the outer edges of the driveway, and from those points the area encompassed by the measurement shall extend to the curb line.

c) Loading Dock: 10 feet measured perpendicularly from the outer edges of the opening, whether raised or not, and from those points the area encompassed by the measurement shall extend to the curb line.

4. No person shall be cited or arrested for a violation of LAMC section 41.18(d) unless a peace officer for the City of Los Angeles has first given the person a verbal warning regarding such section and reasonable time to move and the person has not complied with that warning.

5. The Settling Parties agree that this Settlement Agreement is limited to LAMC section 41.18(d) as presently codified and will not apply to any ordinance enacted by Appellee City of Los Angeles in the future, nor will this Settlement Agreement serve to limit Appellee City's right to repeal or amend said section.

6. Upon the Settling Parties' execution of this Settlement Agreement, the Settling Parties shall file a joint motion in the Ninth Circuit pursuant to Federal Rules of Appellate Procedure, Rule 42(b) seeking to:

- a) vacate the Ninth Circuit opinion (*Jones v. City of Los Angeles*, 444 F.3d 1118 (9th Cir. 2006)) as moot; and
- b) remand to the District Court for further proceedings in accordance Paragraph 7 of this Settlement Agreement.

If the Ninth Circuit does not grant the joint motion in its entirety, this Settlement Agreement is rendered void in its entirety.

7. Upon remand from the Ninth Circuit pursuant to Paragraph 6 of this Settlement Agreement, Plaintiffs-Appellants will dismiss the action with prejudice against all defendants.

8. The Settling Parties reserve all rights regarding recovery of attorneys' fees.

Carol A. Sobel, Esq.
For Plaintiffs-Appellants

Mark Rosenbaum, Esq.
For Plaintiffs-Appellants

Richard H. Llewellyn, Jr., Esq.
For Defendants-Appellees