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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN FRANCISCO DIVISION**

16 JACKSON BLAIN, et.al,

17 Plaintiff(s),

18 v.

19 CALIFORNIA DEPARTMENT OF
20 TRANSPORTATION, et al,

21 Defendant(s).

Case No. 22-cv-04178-WHO

**DEFENDANT CITY OF OAKLAND’S (1)
PROPOSED JOINT OPERATIONS AND
SHELTER PLAN, (2) REQUEST TO
DISSOLVE MODIFIED TEMPORARY
RESTRAINING ORDER, AND (3)
OPPOSITION TO PLAINTIFFS’ MOTION
FOR PRELIMINARY INJUNCTION**

Date: August 26, 2022

Time: 10:00 a.m.

22 **I. INTRODUCTION**

23 Defendant City of Oakland (“City”) is facing a dire homelessness crisis. The 2022 Point-In-
24 Time Count reports that 5,055 homeless individuals are living in the City – 3,337 are unsheltered
25 and living in a vehicle or outdoors. Nearly half of all unsheltered individuals in Alameda County
26 are living in the City. Even with the support of its state, county, and local partners, it has been
27 *impossible* for the City to house its entire unsheltered population. The City is critically aware of
28 the myriad of physical, mental, health, environmental, socio-economic, and racial challenges

1 facing its unsheltered residents. The City is also keenly aware that it must balance its concerns
2 for addressing the living conditions of the unsheltered with its responsibility to safeguard the
3 public health and safety of the *entire* City, including the interests of those in its housed,
4 commercial, and industrial communities. The City is facing what often seems like an
5 insurmountable responsibility to everyone within its borders.

6 The conditions throughout the Wood Street encampment – regardless of the specific
7 property on which individuals are encamped – present an imminent risk to the health and safety
8 of our entire community. Given the massive amounts of trash, debris, flammable structures and
9 materials, abandoned and inoperable vehicles, unsanitary and often inhuman conditions, and
10 imminent fire hazards as evidenced by the *hundreds* of fires throughout the entire Wood Street
11 encampment, the City supports the effort to clean, close, and secure the Caltrans property at
12 issue. The City agrees that the encampment poses an *incredibly* heightened risk of fire and death
13 to the individuals encamped there *as well as* the surrounding community. The Wood Street
14 encampment on Caltrans property must be cleared.

15 The manner in which Caltrans conducts its operation to clear this encampment, however,
16 is, admittedly, beyond the authority and jurisdiction of the City. The Caltrans operation will
17 permanently displace as many as 200 homeless individuals who do not want to move and argue
18 that they do not have viable alternative shelter options. The Court noted in the Modified
19 Temporary Restraining Order (“MTRO”), however, that the holding in *Martin v. Boise*, 920 F.3d
20 584 (9th Cir. 2019) did not create a constitutional right to sit, sleep, or lie, in “any place.”
21 Nonetheless, the Court restrained Caltrans from proceeding with its operations until the parties
22 engaged in “good-faith discussions” about providing the impacted individuals with shelter and
23 services after the closure.

24 The parties appear to anticipate that the City can readily absorb these individuals into its
25 emergency intervention system that is already burgeoning with individuals in need but
26 constrained by available resources. This is not possible. There are also assumptions that the
27 City’s state funding for homelessness has been misused, misappropriated, or remains unspent.
28 This is untrue. The City has been working very diligently with Caltrans and the County to

1 develop a concrete, detailed, and, most importantly, *realistic* plan to assist with shelter and
 2 services in anticipation of the Court dissolving the MTRO. The parties have reached a general
 3 consensus regarding what services and resources are available, who will offer these resources,
 4 when they will be offered and, importantly, what happens if individuals decline the available
 5 options. The City notes importantly, however, that, contrary to the City's proposal, Caltrans
 6 advocates for an immediate start to their operations, as discussed below, and the County has
 7 expressed an inability to assist with the targeted outreach necessary to effectuate this proposal.

8 The essence of the City's proposed joint operations and shelter plan is: (1) Caltrans
 9 conducts its Phase 3 operation in stages that are staggered by several weeks, impacting a
 10 small(er) segment of the Wood Street population during each stage; (2) the County continues to
 11 provide outreach and coordination for shelter options, assists the City with coordinating accepted
 12 shelter offers, assists the City with tracking offers that are declined, and ensures that individuals
 13 understand that declining an offer will not enable them to remain at the site once operations
 14 commence; and (3) the City holds available space throughout its emergency intervention shelter
 15 sites, coordinates with the County to ensure shelter availability is communicated to the entire
 16 population, and continues with the planned development of the Wood Street Cabin Community.

17 **II. PROPOSED JOINT OPERATIONS AND SHELTER PLAN¹**

18 **A. Immediate Operation – Caltrans proposal**

19 The City understands that Caltrans will request that the MTRO be dissolved immediately,
 20 primarily given the significant risk of fire and the extraordinary risk of catastrophic harm if a fire
 21 compromises the EBMUD facility located within a few hundred feet of a portion of the
 22 encampment. The City agrees that the risk of continued fires is significant, and the risk of
 23 catastrophic harm is real. The City, therefore, does not oppose Caltrans's request. The City is

24 ¹ Given the tight timeframe within which the City is submitting this proposal, the City was
 25 unable to submit a timely declaration under penalty of perjury from the Assistant City
 26 Administrator as it did in response to the initial TRO. And, although we also do not attach a
 27 declaration from counsel, undersigned counsel has personal knowledge of much of the detail
 28 contained in the proposal incorporated into this document and can confirm that it is a proposal
 that is supported by the Mayor and the City's administration. I note, the Mayor and City
 Administrator are named defendants. Nonetheless, to the extent the Court requires a formal
 declaration of personal knowledge, we ask for additional time to submit such declaration(s)
 and/or will make the Assistant City Administrator available during the August 26, 2022 hearing.

1 clear about the risk, but also about its inability to provide the services and resources described in
 2 the proposed plan if the Court dissolves the MTRO immediately and allows Caltrans to notice its
 3 next stage of operations in 48 hours. Nonetheless, if the Court determines that it will not restrain
 4 this immediate course of action, the following will likely occur:

- 5 • The Court dissolves the Modified TRO on August 26, 2022.
- 6 • Caltrans will re-post its notices to clean and clear the northern half of its Phase 3
 7 operation (closest to the EBMUD facility) encampment in 48 hours.
- 8 • Caltrans notices will include contact information for County and City shelter resources.
- 9 • The City and County will likely be unable to perform any on-site outreach or
 10 coordination for available emergency intervention shelter options. The City and County
 11 will be limited to assisting individuals in a “remote” manner, with individuals,
 themselves, being responsible for their relocation to shelters.
- 12 • All individuals living in the northern half of Phase 3 must permanently relocate off the
 13 site prior to or by the conclusion of this stage of cleaning. Caltrans estimates
 14 approximately thirty (30) individuals may be living in the portion of the encampment
 (Caltrans and BNSF property) that would be cleared in this critical stage.

15
 16 **B. Stages of Operation – Caltrans and BNSF – City’s proposal**

17 Caltrans proposes that it commence operations immediately, as noted in Section II.A.
 18 The City is unable to engage in the coordinated plan it is proposing unless there is time to
 19 formally engage individuals on Wood Street with outreach, services, and shelter offers. The City
 20 proposes that Caltrans “delay” the start of its first stage of operations for a very short period to
 21 allow time for outreach and assessment. Caltrans is resistant to delaying the first stage of
 22 cleaning (near the EBMUD facility) but acknowledges that each section of Phase 3 does not pose
 23 the extreme risk of harm that is present in the northern half of Phase 3. Given this
 24 acknowledgement, the City remains committed to the following proposal – for the entire Phase 3
 25 operation or, at least, for all stages of the operation once the first stage (near the EBMUD
 26 facility) is complete:

- 27 • The Court dissolves the Modified TRO.

- 1 • Caltrans will re-post its notices to clean and clear the northern half of Phase 3 no sooner
2 than two (2) weeks from the date the Court dissolves the Modified TRO.
- 3 • Caltrans will conduct its Phase 3 operations in at least three stages.
- 4 • Ideally, there will be *at least* two (2) weeks prior to the start of each stage. The County
5 will use this period –an outreach phase – to conduct outreach (discussed in Section II.C).
6 Caltrans anticipates approximately one– two weeks to complete each stage of cleaning.
- 7 • Each stage will ideally impact no more than 50-60 individuals. Once shelter offers have
8 been made (discussed in Section II.D), individuals accepting shelter will relocate to
9 shelter and individuals declining shelter will be required to relocate from the site during
10 the outreach phase and in all instances prior to the start of Caltrans clearing of the area
11 (operation stage) and prior to the next area of staged clearing.
- 12 • Caltrans will coordinate with the City and County to temporarily delay remaining stages
13 if minimum thresholds of immediately available shelter are not met. These thresholds
14 will be determined as County conducts its outreach and assessment (discussed in Section
15 II.C).
- 16 • Plaintiffs (and other Wood Street individuals) will continue to place debris, trash, and
17 unwanted items in dumpsters (or delineated areas) provided by Caltrans prior to their
18 relocation from the site.
- 19 • Caltrans will engage in ongoing cleaning efforts to improve conditions of remaining
20 individuals prior to their relocation and to maximize safety throughout all stages.
- 21 • BNSF will work throughout all stages to continue to clear trash, vehicles, structures, or
22 other debris from their right-of-way
- 23 • To the extent there are open, obvious, and imminent fire hazards, such as wiretapping,
24 Caltrans will not be prohibited from immediately abating those conditions – regardless of
25 whether the location is in the current stage.

26 **C. Assessment and Outreach – County of Alameda**

27 This proposed operations and shelter plan is contingent on the City and County having
28 the necessary time to conduct outreach, offer services and shelter, and document its efforts.
Given the fluid nature of emergency shelter availability, the varying types of programs, the
factors that must be considered before the City and County can make offers at specific programs,
and the reality that there are more individuals in need than beds or spaces available, the City and

1 County must have time for its outreach and documentation of accepted/declined offers.

2 Although the County indicates that it does not have the resources or funding available to
 3 conduct the targeted outreach and assessment that is *critical* to implement this proposed
 4 coordinated plan, the County acknowledges that its outreach workers have been consistently
 5 working on site at Wood Street for months, have established rapport with many individuals, and
 6 incorporate discussions about existing shelter options into their medical outreach. While the City
 7 is unable to propose a plan that accounts for the County's resource and funding contingencies, it
 8 asserts that the County is uniquely positioned to perform this necessary outreach. The City has,
 9 at most, two individuals working through a third-party operator who are dedicated to
 10 encampment closure outreach *City-wide* and do not have the ability to perform the outreach that
 11 the County has already commenced. Therefore, the City proposes the following:

- 12 • County will continue to provide medical services and outreach.
- 13 • County outreach will specifically include a concrete assessment of individuals including:
 - 14 ○ a census of the number of individuals in the entire community
 - 15 ○ a census of the number of individuals impacted in each stage
 - 16 ○ a report of the shelter options that individuals are requesting
- 17 • County will document its outreach, assessment, and shelter options requested, including
 options that are ultimately offered, and whether individuals accept or decline offers.
- 18 • County outreach workers will be trained by the City.

19
 20 **D. Immediate Availability – Emergency Intervention Sites – 40 beds – City of Oakland**

21 Given the number of unsheltered homeless individuals in the City, the need for shelter
 22 beds throughout the City, and the City's Policy requiring shelter offers for individuals who face
 23 displacement from an encampment closure on City property, the City proposes a plan that will
 24 *immediately* prioritize available emergency shelter for displaced individuals during the Caltrans
 25 operation but will also balance that priority with the City's ongoing needs. From that lens, the
 26 City proposes the following:

- 27 • The City has multiple emergency intervention sites throughout the City (identified
 28 below).

- 1 • On any given day, the availability throughout the shelter system changes. The City
2 anticipates that the estimated available spaces in this proposal (40) will increase by the
3 date the MTRO is dissolved.
- 4 • The City will work to hold shelter spots at the start of each phase of outreach until
5 impacted individuals have accepted or declined a space.
- 6 • Given the need throughout the City, the City cannot hold available shelter spaces for
7 more than 72 hours from the time they become available.
- 8 • Currently, there is availability at:
 - 9 St. Vincent de Paul – congregate shelter
 - 10 Crossroads – congregate shelter
 - 11 Family First – family (w/minor child) shelter
 - 12 Cabin Communities – single/double shelter
 - 13 The Henry – transitional housing
 - 14 The Holland – transitional housing
- 15 • Once shelter offers are accepted, County and City will coordinate to relocate individuals
16 from the Caltrans site.
- 17 • Once the outreach phase ends, individuals who declined shelter must relocate
18 immediately prior to the operations stage commencing. Given the equipment used during
19 the cleaning and moving of hazards materials, such immediate relocation is necessary to
20 protect the safety of Caltrans crews and the previously encamped individuals.
- 21 • County and City will reassess shelter bed availability at the start of each outreach phase.

22 **E. Long-Term Availability – Wood Street Cabin Community – 50 beds – City of**
23 **Oakland**

24 Given the imminent Caltrans operation, bed space in the project that the City and
25 Caltrans agreed would help support displaced individuals is not yet available. As discussed
26 below, Caltrans and the City agreed that the City’s grant proposal for a Cabin Community on
27 Wood Street would have approximately 50 beds reserved for and dedicated to individuals
28 displaced from Wood Street. Caltrans formally supported the City’s grant application. Although
the site is not yet operating, the encampment obstructing access to and around the lot where the
community will be located has been cleared. The cabin community is expected to be available

1 for shelter in late October 2022 or early November 2022. The project and its availability for
 2 Wood Street individuals is discussed below:

- 3
- 4 • The City applied for a \$8.3 million state grant to fund a 100-bed intervention site at 24th
 5 Street and Wood Street. The site will be designed using a “cabin community” model.
 6 The impetus for the grant proposed was to (1) house the individuals currently living in an
 7 encampment at 1707 Wood Street, which would clear the site that is designated for a
 8 100% affordable housing development and (2) coordinate with Caltrans to house a
 9 portion of the individuals that would be displaced during its imminent Wood Street
 10 operation to clean and clear its right-of-way.
- 11 • The project was underfunded.
- 12 • The City received \$4.7 million for 50 beds. The City has received this partial funding
 13 and is working diligently to get the site operating by late October/November at the
 14 earliest.
- 15 • The City intends to initially offer spaces to individuals coming from 1707 Wood Street.
 16 Any space that remains after 1707 Wood Street is cleared will be held for those displaced
 17 from the Caltrans operation at Wood Street.
- 18 • The City has requested the remaining funding from the State to complete the project.
- 19 • If the City receives the remaining \$3.6 million it will add 50 beds, for a total of 100 beds.
 20 At least half of this total (50) will be reserved exclusively for individuals coming from
 21 Caltrans property on Wood Street, as the City and Caltrans had previously agreed when
 22 the City applied for the grant.

23 **F. Homeward Bound – City of Oakland and County of Alameda**

24 There may be individuals living on Wood Street who have family or friends who are
 25 willing to accept them “back home.” The City and County have resources available to assist
 26 these individuals with their “return” home. We understand that support from family and friends
 27 is often less temporary and has a greater long-term, positive impact on homeless individuals than
 28 emergency shelter. The City and County will use available resources to assist individuals to
 “return” home to an identified family or friend, regardless of location outside of the City of
 Oakland.

G. Specialized, Interim or Permanent Housing – County of Alameda

1 The County may have shelter or housing resources available that can assist individuals
 2 who unique or specialized circumstances. The County will offer housing to any individual who
 3 may qualify for “specialized” housing options such as veterans or those who are COVID
 4 positive.

5 **H. Storage – Caltrans and City of Oakland**

6 Caltrans acknowledges that it must store items that meet a minimum value threshold for
 7 up to 60 days. The City stores items collected during encampment interventions pursuant to its
 8 policy and procedures. Caltrans and the City will coordinate to store belongings. This may also
 9 create an incentive for individuals to temporarily accept a congregate shelter bed until a space is
 10 available that can accommodate more personal belongings. The City proposes the following:

- 11 • Caltrans acknowledged a legal obligation to store belongings of value for up to 60 days
 12 for displaced individuals. They will engage in this process.
- 13 • The City will coordinate with Caltrans to also offer storage for individuals who accept
 14 congregate shelter or other shelter options that would require them to discard items that
 15 they would like to retain.
- 16 • The City will offer storage that is comparable to the Caltrans storage policy – but will
 17 store items for up to 90 days. Such items must be stored in a manner that is consistent
 18 with the City’s existing storage policy.

19 **I. Declined Shelter Offers – City of Oakland and Caltrans**

20 Perhaps most critical to this proposed coordinated effort, is the Court’s willingness to
 21 recognize that the City’s and County’s obligation under the MTRO has been met even if
 22 individuals decline shelter offers. The Court acknowledges that Plaintiffs (and other Wood
 23 Street individuals) do not have a right to exist on any public parcel at any time or in any manner
 24 they choose. And, Plaintiffs cannot argue that they have been prohibited from being on *any*
 25 public parcel or right-of-way in the City.

26 In their response, Plaintiffs “do not claim a constitutional right to housing or government
 27 aid.” Plfs. Responses to Defs. Mtns. To Dissolve TRO and Request for PI at 13. The City does
 28 not believe it has a legal duty to provide shelter to 200 individuals who may be displaced by an

1 operation over which the City has no authority. Even if the Court disagrees with the City's
 2 position on this issue, there is a point at which any perceived obligation is outweighed by the
 3 sheer risk of catastrophic harm if the clearing does not happen – regardless of shelter is
 4 immediately available. If lives are lost from a catastrophic event, they will be lost in *and*
 5 surrounding the encampment if individuals are allowed to remain at the site despite the City's
 6 and County's collective best efforts to provide alternative shelter.

7 The City believes its proposed coordinated plan adequately quells Plaintiffs' fears that led
 8 to the Court's finding that there are "serious questions going to the merits" of Plaintiffs' state
 9 created danger claim. To the extent the Court views the co-defendants as "acting in concert" to
 10 place Plaintiffs in danger, *declined* shelter offers should refute any allegation that defendants are
 11 "affirmatively" placing Plaintiffs (or other individuals) in danger or a greater danger than if they
 12 remain in the encampment. The City proposes the following:

- 13 • The County will consult with the City to make offers for available emergency shelter
 14 spaces during the outreach phase prior to the operation phase.
- 15 • Shelter spaces will be held for individuals for a maximum of 72 hours from the time the
 16 offer is made.
- 17 • Once the offer expires, individuals will either accept or decline the shelter option.
- 18 • If an option is declined, the City and co-defendants have met their obligation under the
 19 MTRO to coordinate to offer alternative shelter options to impacted individuals.
- 20 • If an offer is declined, the individual must immediately relocate from Caltrans property
 21 during the outreach phase, prior to the start of the operations stage.
- 22 • Co-defendants will have no further shelter obligation to individuals who decline such
 23 offers.
- 24 • City will not utilize its law enforcement officers to coordinate removal of individual who
 25 refuse to voluntarily leave the Caltrans site.

26 **III. DISSOLVING THE MODIFIED TEMPORARY RESTRAINING ORDER²**

27 _____
 28 ² The City recognizes that the Court requested motions/responses to dissolve the MTRO sooner
 than the City's instant filing. However, the City has very diligently been engaged in good-faith

1 In light of the detailed, coordinated operations and shelter proposal outlined in this
2 response, the City requests that the Court dissolve the MTRO. To support their initial request for
3 a Temporary Restraining Order (“TRO”), Plaintiffs alleged that, “[o]n July 15th, we received
4 notice of imminent threat that on July 20th, the California Department of Transportation and
5 those acting in concert with them are going to come to our community around Wood Street with
6 backhoes and bulldozers.” Compl. ¶ 1. Plaintiffs further alleged that “they are going to crush
7 our homes . . . destroy our property . . . [and] they are not going to offer us any alternative
8 shelter.” Compl. ¶ 1. Plaintiffs alleged that, [b]y their own admission, the operation is a
9 collaboration between Caltrans, City of Oakland, and the County of Alameda.” Compl. ¶ 3.
10 Further, the Plaintiffs alleged that July 15th included the posting of “flyers threatening eviction
11 and seizure of property.” Compl. ¶ 4. Plaintiffs concluded that the alleged “abrupt closure of the
12 camp is irresponsible.” Compl. ¶ 9.

13 Based on Plaintiffs’ allegations, the Court immediately entered a Temporary Restraining
14 Order (“TRO”) on July 19, 2022. July 19 TRO. A few days later, the Court modified the TRO
15 to restrain co-defendants from “proceeding with planned removal of persons, personal
16 possessions, and structures from the Wood Street encampment; or otherwise removing homeless
17 individuals from the Wood Street encampment.” July 22 MTRO at 8. The Court directed co-
18 defendants to engage in “good-faith” discussions about “providing individuals within the
19 encampment with shelter and services after the closure.” July 22 MTRO at 9. Co-defendants
20 have engaged in countless discussions to resolve the Court’s concerns. Such conversations have
21 involved attorneys, State, County, and City officials and administration, and Plaintiffs – through
22 Magistrate Judge Illman. The Court also advised in his MTRO that a “concrete, detailed, and

23 _____
24 discussions to gain consensus on a coordinated operations and shelter proposal to present to the
25 Court at the soonest possible time. Fortunately, the City believes it has reached a general
26 consensus on the critical elements of the proposal. Unfortunately, it has taken until less than 24
27 hours before the hearing to reach this consensus and draft the proposal to the Court. Given the
28 applicability of the substantive legal arguments made by Caltrans, the County, and the State
(Governor) in response to the MTRO, the City joins in those substantive legal arguments with
the exception of any centered on the Eleventh Amendment. To the extent the Court requires a
more detailed or substantive response from the City, it requests additional time to submit such
response.

1 realistic” addressing shelter and services for impacted individuals would “constitute grounds for
 2 the defendants to move to dissolve the TRO.” July 22 MTRO at 9. That “concrete” and
 3 “realistic” plan is incorporated into this response. The City sees no basis for the Court to
 4 continue to restrain the City and asks that the Court dissolve the MTRO immediately – but
 5 consistent with, at least, the minimum amount of time necessary for the outreach phase outlined
 6 above.

7 **IV. DENYING THE REQUEST FOR PRELIMINARY INJUNCTION³**

8 In light of the detailed coordinated proposal outlined in this response, the City also
 9 requests that the Court deny Plaintiffs’ request for a Preliminary Injunction. *Winter v. Natural*
 10 *Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The likelihood of irreparable harm is diminished
 11 with Caltrans’s and the City’s representation that storage for certain items is available and
 12 immediate emergency shelter is available and will be offered. The Court stated that Plaintiffs did
 13 not show a likelihood of success on the merits, or serious questions going to the merits, of their
 14 claims – other than the claim alleging a state created danger. July 22 MTRO at 7. The City is
 15 unaware of any evidence that would alter the Court’s conclusion regarding Plaintiffs’ likely
 16 inability to prevail on its claims.

17 The City’s coordinated proposal provides immediate shelter offers; the time since the
 18 July 22, 2022 hearing has provided more than a month of additional notice about the imminent
 19 operation. The balance of the equities tips in favor of co-defendants given the information
 20 presented in this proposal. Further, given the imminent risk of fire, catastrophic harm, and other
 21 public safety concerns, the injunction is not in the public interest. There is no legal basis to grant
 22 Plaintiffs’ motion for a preliminary injunction and it should be denied.

24 **V. CONCLUSION**

25 _____
 26 ³ Given the tight timeframe within which the City submits this opposition to the motion for
 27 preliminary injunction, and the applicability of substantive legal arguments made by Caltrans,
 28 the County, and the State (Governor), the City joins in those substantive legal arguments to
 oppose the motion for preliminary injunction with the exception of those centered on the
 Eleventh Amendment. To the extent the Court requires a more detailed or substantive response
 from the City, it requests additional time to submit such response.

1 The City has engaged in good-faith discussions with Caltrans, the County, and the State
2 to address the Court’s concerns regarding notice and available shelter. The City proposes the
3 operations and shelter plan incorporated in this document as an immediate solution. With the
4 exception of the notice period prior to the start of the Phase 3 operation, Caltrans agrees with the
5 essence of the City’s proposal. The County has not expressed any opposition, except with respect
6 to its expressed inability to utilize its existing outreach staff for more targeted shelter outreach.
7 Nonetheless, the City believes the co-defendants have sufficiently complied with the obligation
8 in the MTRO to have it dissolved.

9 Further, there is no legal basis to grant Plaintiffs’ motion for a preliminary injunction.
10 There is a significantly diminished likelihood of irreparable harm. There is no likelihood of
11 success of the merits of their claims. The proposed coordinated operations and shelter plan
12 addresses the concerns raised in the state created danger claim. The balance of equities tips in
13 favor of co-defendants and there is no basis to find an injunction is in the public interest.
14 Caltrans must be allowed to proceed with its Phase 3 operations consistent with the guidelines
15 presented in the coordinated proposal.

16 Dated: August 25, 2022

BARBARA J. PARKER, City Attorney

17
18 By: /s/ JAMILAH A. JEFFERSON
19 JAMILAH A. JEFFERSON, Superv. Deputy City Attorney
20 Attorneys for Defendant
CITY OF OAKLAND

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