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Tem Eric Lucan, Chief of Police Mathew

10 McCaffrey, Public Works Director Chris
Blunk

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 MARIN COUNTY HOMELESS
14 UNION, a local affiliate of the
15 CALIFORNIA HOMELESSNESS
16 UNION, on behalf of itself and those it
17 represents; CAMP COMPASSION, a
18 Homeless Union-affiliated encampment
19 in Lee Gerner Park; Individual Plaintiffs
20 JASON SARRIS; LEA DEANGELO;
21 ZACH BOULWARE; CARRIE
22 HEALON, LISA NICOLE JOHNSON;
23 DONALD HOBBS; DEBORAH ANN
24 MIROMONTES; LISA JOHNSON;
25 CHARLES TALBOT; BETHANY
26 ALLEN; MICHELANGELO MONTEZ;
27 DEBORAH ANN MIRAMONTES;
28 KALANI WELSCH, and other similarly
situated homeless persons including
current residents of Camp Compassion
homeless encampment,

Plaintiffs,

v.

CITY OF NOVATO; CITY MANAGER
ADAM MCGILL, MAYOR PAT
EKLUND, MAYOR PRO TEM ERIC
LUCAN, CHIEF OF POLICE
MATHEW MCCAFFREY, PUBLIC
WORKS DIRECTOR CHRIS BLUNK.

CASE NO.: 4:21-cv-05401-YGR

[Assigned to the Hon. Yvonne Gonzalez
Rogers]

**DEFENDANT CITY OF NOVATO'S
MOTION TO MODIFY TEMPORARY
RESTRAINING ORDER UNDER
FRCP 65(B)(4)**

Hearing Date: July 26, 2021
Time: 1:30 p.m.
Ctrm: 1

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790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
SONOMA CA 95476

Defendants.

NOTICE OF MOTION

PLEASE TAKE NOTICE that on July 26, 2021, at 1:30 p.m., or as soon thereafter as the matter may be heard, in the courtroom of the Honorable Yvonne Gonzalez Rogers, United States District Court for the Northern District of California, Courtroom 1 on the 4th Floor of the United States Courthouse, 1301 Clay Street, Oakland, CA 94612, Defendant City of Novato (“City”) will, and hereby does, move pursuant to Fed. R. Civ. Proc. 65 to modify the temporary restraining order this Court entered on July 15, 2021. The hearing will be held by Zoom Webinar.

This motion is based on this Notice of Motion and Motion, the Memorandum of Points and Authorities, the Declaration of Adam McGill and exhibits thereto, the Declaration of Mary Kay Sweeney and exhibits thereto, the Declaration of Jeffrey Walter and exhibits thereto, the concurrently filed [Proposed] Order, the documents on file with the Court, all other matters judicially noticeable, and such further evidence and argument as the Court may permit.

DATED: July 23, 2021

COLANTUONO, HIGHSMITH & WHATLEY, PC

/s/ Liliane M. Wyckoff

JEFFREY A. WALTER
CARMEN A. BROCK
PAMELA K. GRAHAM
LILIANE M. WYCKOFF
Attorney for Defendants
City of Novato, City Manager Adam McGill, Mayor Pat Eklund, Mayor Pro Tem Eric Lucan, Chief of Police Mathew McCaffrey, Public Works Director Chris Blunk

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs filed this lawsuit and ex parte application on July 14, 2021 seeking to enjoin the City of Novato (“City”) from enforcing its recently enacted ordinances limiting camping within the City to specified locations and times. Although Plaintiffs’ counsel spoke with the City Attorney on July 14, 2021, and again on July 15, 2021, counsel failed to tell the City Attorney that Plaintiffs intended to have their ex parte application for a temporary restraining order heard the next day on July 15, 2021, and none of the papers delivered to the City on July 14, 2021, indicated that such an order would be sought from the Court the following or any other day. Walter Decl., ¶¶ 2–3. Thus, the TRO was issued on July 15, 2021 without opportunity for the City to appear, present evidence, or otherwise oppose the application. The one-sided nature of the TRO proceedings also deprived this Court of necessary information relevant to the scope of the TRO, as Plaintiffs failed to inform the Court of the City’s recently enacted program reserving additional shelter beds at a local homeless shelter that could be made available to those currently camping at Lee Gerner Park.¹

The City makes this motion in order to clarify and define the scope of the restriction on the City’s ability to “remove” persons camping at Lee Gerner Park. Again, this omission stems from Plaintiffs’ failure to inform the Court that the City was in the process of ensuring additional shelter space for Plaintiffs and other homeless persons. It was anticipated that some or all of the persons illegally camping at the Park would take advantage of the opportunity to re-locate to the local homeless shelters, including the City’s offer of transportation. It is uncertain whether moving and transporting such homeless persons from the Park violates the TRO. The concentration of people living at the Park has generated thousands of pounds of garbage and debris, polluted the

¹ Plaintiffs’ Complaint describes the encampment at Lee Gerner Park as “Camp Compassion.” The Complaint does not define the boundaries of this “Camp” nor does it specify whether all the persons currently camping in Lee Gerner Park are alleged to be members of the camp, know that they are alleged to members of the camp, or have consented to be represented by the Plaintiffs in this lawsuit.

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1 environment, created health and safety problems and killed some of the plants and flora
 2 that once thrived in the Park. McGill Decl. ¶ 8, Exh. 3. There are serious concerns about
 3 the persons living in the Park using fires or open flames. McGill Decl. ¶¶ 11–12. The
 4 fire danger is real, but the TRO prevents the City from taking action to remove persons
 5 living in the Park who refuse to desist from lighting fires while living there. In addition,
 6 there are those who are part of Plaintiffs’ group who may commit crimes unassociated
 7 with sitting, lying or sleeping at the Park, such as theft, assault or other crimes. The
 8 TRO precludes the City from arresting and removing such persons from the Park.

9 Finally, by this motion, the City is requesting that if it is permitted to offer beds
 10 in and transportation to local homeless shelters to Plaintiffs and others, and such offers
 11 are accepted, the City be authorized (i) to prevent other persons from coming onto the
 12 Park to live and (ii) to remove persons who first began living at the Park after July 15,
 13 2021, and who refuse to accept offers of shelter at local homeless shelters. This will
 14 operate to reduce the likelihood that the adverse impacts of the encampment on the Park
 15 are exacerbated over time and afford the City the opportunity to restore the Park to
 16 usable form for all members of the public.

17 **II. BACKGROUND**

18 The City disputes many of the allegations made in Plaintiffs’ Complaint, as well
 19 as many of the factual assertions in Plaintiffs’ ex parte application for a temporary
 20 restraining order. Those disputed facts will be addressed more fully in the City’s
 21 response to this Court’s Order to Show Cause for Preliminary Injunction, due July 27,
 22 2021. This motion briefly addresses only those background matters relevant to the
 23 City’s instant request for modification of the TRO.

24 Homeward Bound of Marin (“Homeward Bound”) is the main provider of
 25 emergency shelter and supportive housing for people experiencing homelessness in
 26 Marin County. Sweeney Decl., ¶ 2. Since 2000, Homeward Bound has operated an 80-
 27 bed emergency shelter for the homeless in the City called the New Beginnings Center.
 28 Sweeney Decl., ¶ 5. The New Beginnings Center provides intensive support services,

1 individualized counseling, daily meals, transit assistance, and links to community
 2 resources to help people overcome their barriers to housing and move out of
 3 homelessness for good. Sweeney Decl., ¶ 7. It also offers on-site programs for
 4 employment skills training, including an award-winning 10-week intensive course in
 5 culinary basics and paid apprenticeships in Janitorial and Building Maintenance as well
 6 as Landscaping and Garden Maintenance. Sweeney Decl. ¶ 8.

7 The New Beginnings Center has implemented protocols for COVID-19 and
 8 bedbugs to ensure the safety of its residents. All individuals admitted to the New
 9 Beginnings Center are tested for COVID-19, dormitory beds and dining tables are
 10 spaced to ensure social distancing, and clinicians conduct regular vaccination clinics on
 11 site offering all residents COVID-19 vaccines. Sweeney Decl., ¶¶ 11–14. The New
 12 Beginnings Center has never experienced a single resident testing positive for the
 13 COVID-19 virus. Sweeney Decl., ¶ 18. All new clients are required to shower and
 14 launder clothing, and their personal belongings are treated at intake to kill any bed-bugs.
 15 Sweeney Decl., ¶ 22. When bedbugs are found onsite, they are immediately treated by
 16 in-house maintenance staff, with professional pest control companies brought in as
 17 necessary. Sweeney Decl. ¶ 23.

18 On July 13, 2021, the Novato City Council authorized the City Manager to enter
 19 into a Memorandum of Understanding (“MOU”) with Homeward Bound to provide
 20 immediate placement at the New Beginnings Center of up to 15 homeless individuals
 21 in Novato. McGill Decl. ¶ 2, Exh. 1, at pp.1–2. The services associated with this
 22 placement include housing, food, case management assistance, medical coordination
 23 services, job placement and training, and transitional/permanent housing referrals.
 24 McGill Decl., Exh. 2 at p. 1. If more than 15 individuals experiencing homelessness in
 25 Novato are willing to accept the placement offer, the City has made arrangements to
 26 refer those individuals to Homeward Bound’s Kerner shelter in the City of San Rafael.
 27 McGill Decl., ¶ 3, Exh. 1 at p. 2. Any person who accepts a placement offer will
 28 additionally be offered free storage (paid by the City) of any personal property in excess

1 of that permitted at the New Beginnings Center (sometimes referred to as “New
2 Beginnings”) or the Kerner shelter (sometimes referred to as “Kerner”) for 90 days.
3 McGill Decl., ¶ 4, Exh. 1 at p. 2.

4 **III. ARGUMENT**

5 **A. Legal Standard**

6 As the Supreme Court recognizes, “our entire jurisprudence runs counter to the
7 notion of court action taken before reasonable notice and an opportunity to be heard has
8 been granted both sides of a dispute.” *Granny Goose Foods, Inc. v. Bhd. Of Teamsters*
9 *& Auto Truck Drivers*, 415 U.S. 423, 438-39 (1974). The Ninth Circuit has held that
10 there are “very few circumstances justifying the issuance of an ex parte TRO.” *Reno*
11 *Air Racing Ass’n, Inc. v. McCord*, 452 F.3d 1126, 1131 (9th Cir. 2006). They are
12 permitted only when notice is impossible or when notice would “render fruitless the
13 further prosecution of the action.” *Id.* (quoting *Am. Can Co. v. Mansukhani*, 742 F.2d
14 314, 322 (7th Cir. 1984)).

15 Rule 65 expressly authorizes a party subject to a temporary restraining order
16 issued ex parte to “move to dissolve or modify the order” on 2 days’ notice to the
17 opposing party. Fed. R. Civ. P. 65(b)(4).

18 **B. Modification is Appropriate Because the TRO was Issued** 19 **Without Notice**

20 As detailed in the Declaration of Jeffery Walter, the City was not advised by
21 Plaintiffs or their counsel that they intended to request this Court issue a TRO on July
22 15, 2021. Plaintiffs’ counsel and the City Attorney spoke on the phone twice before the
23 TRO was issued, and yet Plaintiffs’ counsel failed to provide him or any other city
24 official the notice required by FRCP 65 and Local Rule 65-1. Walter Decl., ¶ 2–3. In its
25 TRO, this Court states Plaintiffs’ proof of service indicated that on July 14, 2021, six
26 City officials were electronically and personally served with Plaintiffs’ Complaint and
27 supporting materials. In truth and in fact, none of those City officials were personally
28 served at any time. Only the City Manager and City Attorney were electronically served,

1 and were so served after 5:00 p.m. on July 14, 2021. Walter Decl., ¶ 5. Such failures
 2 constitute grounds to dissolve the TRO entirely. See *Reno Air, supra*, 452 F.3d at p.
 3 1132.

4 Plaintiffs' ex parte application and Complaint neglect to inform the Court of the
 5 existence of the Homeward Bound MOU and the City's intentions to offer homeless
 6 persons camping at Lee Gerner Park the opportunity to move to Homeward Bound's
 7 emergency shelter facilities. This omission is significant because the leading Ninth
 8 Circuit precedent holds "as long as there is **no option of sleeping indoors**, the
 9 government cannot criminalize indigent, homeless people for sleeping outdoors, on
 10 public property, on the false premise they had a choice in the matter." *Martin v. City of*
 11 *Boise*, (9th Cir. 2019) 920 F.3d 584, 617 (emphasis added). Explaining further, the Ninth
 12 Circuit stated "we in no way dictate to the City that it must provide sufficient shelter for
 13 the homeless, or allow anyone who wishes to sit, lie, or sleep on the streets...at any time
 14 and at any place." *Id.* Equally importantly, the *Boise* court left the door open for local
 15 jurisdictions to regulate how, when, and where homeless persons may occupy public
 16 property.

17 Our holding does not cover individuals who do have access to adequate
 18 temporary shelter, whether because they have the means to pay for it or
 19 because it is realistically available to them for free, but who choose not to use
 20 it. Nor do we suggest that a jurisdiction with insufficient shelter can never
 21 criminalize the act of sleeping outside. Even where shelter is unavailable, an
 22 ordinance prohibiting sitting, lying, or sleeping outside at particular times or
 23 in particular locations might well be constitutionally permissible. So, too,
 24 might an ordinance barring the obstruction of public rights of way or the
 25 erection of certain structures. Whether some other ordinance is consistent
 26 with the Eighth Amendment will depend, as here, on whether it punishes a
 person for lacking the means to live out the "universal and unavoidable
 consequences of being human" in the way the ordinance prescribes.

27 *Id.* at 617, n. 8. Thus, *Martin v. Boise* allows cities to prohibit camping when individuals
 28 have access to adequate temporary shelter, and to impose reasonable time and place

1 restrictions on daytime camping.

2 The City will establish in its opposition to the Order to Show Cause that its
3 method of enforcing the City’s camping restrictions complies with *Martin v. Boise*. In
4 the meantime, the City respectfully requests this Court consider the several narrow
5 modifications requested by the City here. These modifications will allow the City to
6 provide the contracted housing services to the homeless living at the Park and also
7 provide the City and the community some assurance that the adverse impacts the
8 encampment is causing the Park can be ameliorated to some degree.

9 **C. The TRO Should be Modified to Permit the City to Offer**
10 **Shelter Beds to Current Campers in Lee Gerner Park**

11 The July 15, 2021 TRO prohibits the City from “closing Camp Compassion at
12 Lee Gerner Park or otherwise removing those encamped therein.” The terms of the order
13 are unclear as to whether an offer to relocate a person currently camping at Lee Gerner
14 Park to the New Beginnings Center or the Kerner facility and assisting that person to
15 move to those facilities would constitute “removing” that person in violation of the
16 TRO. The City therefore seeks clarification and, if necessary, modification of the TRO
17 to address this issue.

18 The City’s MOU with Homeward Bound guarantees that Homeward Bound will
19 reserve 15 beds at the New Beginnings Center for persons directly referred by the City.
20 McGill Decl., Exh. 2. The City desires to make some or all of these 15 beds available
21 to those persons currently camping in Lee Gerner Park. If a Lee Gerner Park camper
22 were to accept this offer, that person would be offered transportation to the shelter, and
23 asked to remove all his/her possessions from Lee Gerner Park. Any possessions that
24 could not be taken with the person to New Beginnings Center would be stored at the
25 City’s expense for 90 days. McGill Decl. ¶ 4. It is unclear whether extending this offer
26 to persons currently camping at Lee Gerner Park, removing their possessions and, where
27 needed, transporting those persons to New Beginnings or Kerner would constitute
28 “removal” of that person in violation of the TRO.

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1 The City is informed and believes that Plaintiffs will not be prejudiced by a
 2 modification of the TRO to allow the City to extend placement offers to those persons
 3 currently camping in Lee Gerner Park. In a letter to the City, Plaintiffs' counsel indicated
 4 his belief that the TRO would not prevent the City from offering placement at New
 5 Beginnings Center. Walter Decl. Exh. 8. Moreover, access to shelter and the other
 6 services offered by New Beginnings Center can only benefit any person who accepts
 7 the City's offer.

8 **D. The TRO Should be Modified to Permit the City to Restrict**
 9 **New Occupants from Moving to Lee Gerner Park**

10 Rule 65(d) requires that any injunction or restraining order be "specific in terms"
 11 and describe "in reasonable detail, and not by reference to the complaint or other
 12 document, the act or acts sought to be restrained." FRCP 65(d). The TRO does not
 13 define the scope of the term "those encamped therein" when prohibiting the City from
 14 closing "Camp Compassion." Camp Compassion is merely a label Plaintiffs have
 15 attached to an undefined and changing group of people assembled within an undefined
 16 area of land. The TRO's reliance on this label leaves the City to guess at who is and
 17 who is not covered by the TRO's interdictions. Too, the Complaint alleges that the camp
 18 consists of about 30 persons. Complaint at ¶1. But the named Plaintiffs comprise only
 19 thirteen persons. And, the City's records show that as of July 22, 2021, eighteen persons
 20 were camping within Lee Gerner Park. There are no facts alleged that the persons living
 21 at the Park but not named as Plaintiffs consider themselves living in or part of this so-
 22 called "Camp Compassion."

23 Furthermore, it is unclear whether the TRO was intended to prevent the City from
 24 removing any person camped at "Camp Compassion" or elsewhere at the Park at the
 25 time the TRO was issued, or if the TRO was intended to prevent the City from removing
 26 any person who at any time begins camping in Lee Gerner Park during the term of the
 27 TRO. The City respectfully requests the Court modify the TRO to clarify that the City
 28 is restrained from removing only those persons who were encamped within Lee Gerner

1 Park as of July 15, 2021. The City should not be restrained from taking action to prevent
2 persons who wish to come to and live at the Park and/or remove persons who began
3 camping in Lee Gerner Park after the effective date of the TRO and decline housing
4 offers at the Homeward Bound shelters.

5 As detailed above, the City wishes to offer placement at the New Beginnings
6 Center to persons currently camping at Lee Gerner Park, including those who consider
7 themselves part of “Camp Compassion.” Should this Court permit the City to do so,
8 there will likely be additional space available within “Camp Compassion” as campers
9 vacate the park for the shelter. The City reasonably believes based on past experience
10 with the Lee Gerner Park encampment that if any space within the encampment
11 becomes available, more persons will be recruited to move to the park. McGill Decl.,
12 ¶¶ 14–15. The park has already suffered a significant amount of environmental damage
13 which will cost the City between \$200,000 and \$250,000 to remediate. McGill Decl.,
14 ¶ 8. A carte blanche TRO that allows any person to establish a campsite in Lee Gerner
15 Park and thereby be protected from removal will almost certainly lead to an expansion
16 of the encampment, which in turn will damage more of the park and increase
17 remediation costs that must be borne by the City’s taxpayers.

18 Thus, the City requests a modification of the TRO that expressly limits the
19 restriction on removal to those persons encamped in Lee Gerner Park on July 15, 2021,
20 and which permits the City to take reasonable enforcement efforts to prevent any person
21 who was not encamped in Lee Gerner Park on that date from establishing a new
22 campsite within Lee Gerner Park.

23 **E. The TRO Should be Modified to Permit the City to Enforce its**
24 **Fire Safety Laws**

25 The TRO prohibits the City from enforcing Novato Municipal Code section 14-
26 20.5. This code section prohibits the lighting and maintaining of a fire on public
27 property, except in an apparatus or receptacle (such as a BBQ) owned by the City. Under
28 the current language of the TRO, therefore, the City cannot cite any person anywhere

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1 in the City for lighting a fire on public property. If the City is restrained from enforcing
 2 this code section during the pendency of the TRO, it will create a significant risk of fire
 3 danger within the City.

4 The City, like the rest of California, is currently experiencing a heightened risk
 5 of fire. It is imperative that the City be allowed to use all resources at its disposal,
 6 including public nuisance citations, to protect the public from fire danger. As shown in
 7 the images attached to the Complaint, the campers in Lee Gerner Park use propane grills
 8 to cook within the park. Dkt 1-1 at p. 15 [Sarris Decl.]; McGill Decl., ¶ 11. This practice
 9 poses a significant fire risk to the City, as Novato is currently on the California
 10 Communities at Risk List and has 45,992 burnable acres. McGill Decl., ¶ 12. The City
 11 has already been subject to two Red Flag warnings this summer, on May 7, 2021 and
 12 July 18, 2021. McGill Decl., ¶ 13.

13 The City therefore requests the Court modify the TRO to permit the City to
 14 enforce Novato Municipal Code section 14-20.5 throughout the City, including at Lee
 15 Gerner Park. At a minimum, the City must be allowed to issue citations for violation of
 16 Municipal Code section 14-20.5 to persons camping in Lee Gerner Park. In light of the
 17 significant fire risk posed by the use of propane grills in the Park, the City further
 18 requests that the Court permit the City to remove any camper who receives two or more
 19 citations for violation of Municipal Code section 14-20.5 from Lee Gerner Park.

20 **F. The TRO Should be Modified to Expressly Permit the City to**
 21 **Enforce Public Safety Laws within Lee Gerner Park**

22 Finally, under a strict reading of the TRO, the City cannot arrest or detain any
 23 person covered by the TRO even if that person commits a crime unrelated to camping
 24 in the park because doing so could constitute a “removal.” The City has received
 25 multiple reports that the persons camping in Lee Gerner Park are engaging in unlawful
 26 activity such as public urination and defecation, harassment of community members
 27 attempting to enjoy the park, harassment of staff at the businesses abutting the park, and
 28 package theft. McGill Decl., ¶¶ 9–10. The City must have the power to address these

1 public safety issues if and when they arise. The public good is not served by preventing
2 the City from enforcing its laws within the boundary of Lee Gerner Park.

3 The City respectfully requests that the Court modify its TRO to clarify that the
4 City is permitted to arrest and thereby remove any person camping at Lee Gerner Park
5 who commits a crime unrelated to camping, sitting, lying, or sleeping at the Park.

6 **IV. CONCLUSION**

7 The ex parte TRO issued on July 15, 2021 fails to account for the availability of
8 shelter beds within the City, and fails to specifically define the scope of the restriction
9 of the removal of persons encamped at Lee Gerner Park. Pursuant to FRCP 65(b)(4),
10 the City respectfully requests the Court modify the TRO as follows:

11 (1) Permit the City to offer voluntary placement at the New Beginnings Center,
12 (or at Kerner if more than 15 people accept the New Beginnings Offer) to persons
13 currently encamped at Lee Gerner Park, including offering transportation and storage
14 of personal property;

15 (2) Clarify that the restriction on removal applies only to those persons encamped
16 in Lee Gerner Park on July 15, 2021;

17 (3) Permit the City to take reasonable enforcement efforts to prevent any person
18 who was not encamped in Lee Gerner Park as of July 15, 2021 from establishing a new
19 campsite within the park;

20 (4) Permit the City to remove any person who was not encamped in Lee Gerner
21 Park as of July 15, 2021 and who does not accept an offer of shelter from the City;

22 (5) Permit the City to enforce Municipal Code section 14-20.5 throughout the
23 City, and to remove any person who receives two or more citations under Municipal
24 Code section 14-20.5 from Lee Gerner Park; and

25 (6) Clarify that the City may arrest or detain and thereby remove any person
26 within Lee Gerner Park who commits a crime unrelated to camping, sitting, lying, or
27 sleeping at the Park.
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1 DATED: July 23, 2021

**COLANTUONO, HIGHSMITH &
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/s/ Liliane M. Wyckoff

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CERTIFICATE OF SERVICE

Marin County Homeless Union v. City of Novato, et al.
United States District Court, Northern District
Case No. 4:21-cv-05401-YGR

I, McCall L. Williams, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 790 East Colorado Boulevard, Suite 850, Pasadena, California 91101. My email address is: MWilliams@chwlaw.us. On July 23, 2021, I served the document(s) described as **DEFENDANT CITY OF NOVATO’S MOTION TO MODIFY TEMPORARY RESTRAINING ORDER UNDER FRCP 65(B)(4)**, on the interested parties in this action as follows:

BY ELECTRONIC TRANSMISSION: I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court, Northern District by using the CM/ECF system on July 23, 2021. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the USDC, Northern District CM/ECF system.

I declare that I am employed in the offices of a member of the State Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on July 23, 2021, at Pasadena, California.

/s/McCall Williams
McCall L. Williams

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