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August 29, 2023

Molly Dwyer
Clerk of the Court
U.S. Court of Appeals for the Ninth Circuit
P.O. Box 193939
San Francisco, CA 94119-3939

Re: *Coalition on Homelessness et al. v. City and
County of San Francisco, et al.*, Case No. 23-15087

Ms. Dwyer:

Appellees and Plaintiffs Coalition on Homelessness, Toro Castaño, Sarah Cronk, Joshua Donohoe, Moliq Frank, David Martinez, Teresa Sandoval, and Nathaniel Vaughn respond to the “Supplemental Notice” submitted by Appellant and Defendant City and County of San Francisco (“City”) in this case earlier today. We are disappointed that the parties could not submit the stipulation suggested by the Court. Appellees are further disappointed that the City chose to use its “Supplemental Notice” to further argue its positions and to present to the Court and the public the confidential negotiating history of the parties. We would prefer not to have to respond to the City’s filing, but we believe it is appropriate to inform the Court as follows:

As the City’s submission shows, Appellees were, and remain, willing to present the Court with a straightforward stipulation reflecting our agreement as to the definition of “involuntarily homeless,” which is the term the City claimed not to understand, and which occasioned the Court’s suggestion that the parties stipulate. We already submitted such a straightforward proposal, which explicitly allows enforcement against an individual who “has a specific offer of realistically available shelter but chooses not to use it.” *See* Appeal Dkt. No. 84 at 23-24. We believe that the other issues the City sought to introduce into a stipulation were extraneous to the Court’s suggestion, and were not agreed to by the parties. We remain willing to continue discussing a potential stipulation with the City and, should the City reciprocate, can provide an update to the Court by September 1st, as ordered by the Court.

Sincerely,

/s/ Joseph H. Lee

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