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6 IN THE UNITED STATES DISTRICT COURT
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8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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10 MARK CHAMBERS, WOODROW
11 FALLS, JR., M.H., PHILLIP K., GERALD
12 SCOTT, MARY T. and THE
INDEPENDENT LIVING RESOURCE
CENTER OF SAN FRANCISCO, et al.,

13 Plaintiffs,

14 v.

15 CITY AND COUNTY OF SAN
FRANCISCO,

16 Defendant.
17 _____
18 /

No. C 06-06346 WHA

**ORDER RE MODIFICATION
AND EXPIRATION OF
SETTLEMENT AGREEMENT**

19 On August 28, defendant's counsel submitted a letter (Dkt. No. 125) regarding the
20 September 18 expiration date for defendant's remaining obligations of the settlement agreement.
21 Specifically, section VIII.B of the settlement agreement requires, among other conditions,
22 defendant's implementation of the Laguna Honda Hospital Rent Subsidy Program for
23 approximately 500 residents during the 5 year duration of the settlement agreement. To date,
24 defendant has implemented and administered the rental subsidy program for approximately 270
25 individuals, due to actual demand for such housing being substantially less than the parties
26 anticipated when negotiating the settlement agreement.

27 Defendant requests recognition of its fulfillment of obligations under Section VIII.B of
28 the settlement agreement, or alternatively, a modification of Section VIII.B's target numbers
based on good cause in the form of less-than-anticipated demand for the rental subsidy program.

1 Lead plaintiff's counsel has met and conferred with defendant's counsel on this issue, and does
2 not oppose defendant's requests. The order thus approves of the modification of Section
3 VIII.B's target numbers based on good cause shown, and both the settlement agreement and this
4 Court's jurisdiction will expire on **SEPTEMBER 18**.

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6 **IT IS SO ORDERED.**

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8 Dated: September 3, 2013.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE