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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

**SOUTHERN DIVISION – SANTA ANA**

| | |
|---|---|
| CITY OF SANTA ANA,<br><br>Plaintiff,<br><br>v.<br><br>COUNTY OF ORANGE; and DOES 1-10,<br><br>Defendants. | Case No. 8:20-cv-00069-DOC (KESx)<br><br>**DEFENDANT, COUNTY OF ORANGE'S, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO DISMISS**<br><br>**[NOTICE OF MOTION; REQUEST FOR JUDICIAL NOTICE; AND [PROPOSED] ORDER FILED CONCURRENTLY HEREWITH]**<br><br>**DATE: NOVEMBER 16, 2020**<br>**TIME: 8:30 A.M.**<br>**COURTROOM: 9D** |

Defendant, County of Orange ("County"), hereby submits the following Memorandum of Points and Authorities in support of its Motion to Dismiss served and filed concurrently herewith.

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## MEMORANDUM OF POINTS AND AUTHORITIES

## 1. INTRODUCTION

The First Amended Complaint ("FAC") filed by the City of Santa Ana ("Santa Ana") should be dismissed without leave as the defects in the complaint cannot be cured. As a preliminary issue, this Court has no jurisdiction over the claims alleged in the FAC, which includes mostly state contract claims related to the settlement agreement in *Orange County Catholic Worker et al. v. Orange County et al.*, Case No. 8:18-cv-00155-DOC-JDE ("the Settlement Agreement"). Resolution of those contract claims would involve only interpretation of state contract law. The lone cause of action remaining is a final claim brought under the All Writs Act, 28 U.S.C. section 1651(a). The All Writs Act provides a remedy for a violation of substantive federal law. It is not a cause of action in its own right and does not confer this District Court with jurisdiction to adjudicate Plaintiff's state law contract claims. With no independent federal cause of action, this Court should not exercise supplemental jurisdiction over the remaining state contract claims, and the FAC should be dismissed.

Even if the Court has jurisdiction over this matter, Santa Ana's argument that it is a third-party beneficiary of the Settlement Agreement is meritless. Because Santa Ana was in no way an intended beneficiary (rather than an incidental beneficiary) of the Settlement Agreement, it lacks standing to sue based upon an alleged breach of that agreement and is not entitled to relief resulting from any breach. Additionally, the FAC contains no facts that the County of Orange ("the County") breached the terms of the settlement agreement or breached the covenant of good faith and fair dealing.

While the County is sympathetic to the challenges Santa Ana faces with its homeless population, such sympathy does not extend to the point of allowing frivolous litigation to proceed. This is a political dispute, initiated by aspiring politicians in the political season, not a contractual dispute between contracting parties. Accordingly, Santa Ana's FAC should be dismissed without leave to amend.

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## 2. STATEMENT OF RELEVANT FACTS AS ALLEGED IN THE COMPLAINT

For purposes of this Motion to Dismiss, only the facts as alleged in the Complaint which are relevant to this motion are recited below:

The City of Santa Ana is a charter city and municipal corporation organized and existing under the State of California's Constitution and laws. FAC, ¶12, Doc. 52-1. The County of Orange is a political and geographical subdivision of California. FAC, ¶13, Doc. 52-1. The County of Orange was a named defendant in *Orange County Catholic Worker et al. v. Orange County et al.*, Case No. 8:18-cv-00155-DOC-JDE ("OCCW" or "OCCW lawsuit"). FAC, ¶49, Doc. 52-1. Santa Ana intervened in that matter, presumably to protect its interests. FAC, ¶50, Doc. 52-1. The County and plaintiffs in OCCW eventually settled the matter and filed a Settlement Agreement on June 23, 2019. FAC, ¶54, Doc. 52-1. Pursuant to the settlement Agreement, the County agreed to limit enforcement of anti-camping and antiloitering ordinances in certain locations throughout the County. FAC, ¶¶ 54-55, Doc. 52-1. The Settlement Agreement did not obligate the County to provide any certain number of beds. FAC, ¶ 54, Doc. 52-1. The Settlement Agreement prohibited the Orange County Sheriff's Department from transporting homeless individuals from one SPA to another for purposes of shelter placement. FAC, ¶¶ 54-55, Doc. 52-1. Santa Ana and the OCCW plaintiffs reached their own settlement separate and apart from the County's Settlement Agreement with the OCCW plaintiffs.

## 3. LEGAL ARGUMENT

### a. Motion to Dismiss Standard

A complaint brought in federal court can be dismissed under Federal Rule of Civil Procedure 12(b)(1) for lack of standing and (b)(6) for failure to state a claim upon which relief can be granted. As to the former, lack of standing is "properly raised in a motion to dismiss under Federal Rule of Civil Procedure 12(b)(1)," because standing "pertain[s] to a federal court's subject-matter jurisdiction under Article III." *White v. Lee*, (9th Cir.

2000) 227 F.3d 1214, 1242. To establish Article III standing, a plaintiff must show "an injury in fact" that is "fairly traceable to the challenged conduct of the defendant" and "likely to be redressed by a favorable judicial decision." To seek prospective relief, a plaintiff must demonstrate a "sufficiently imminent" threat of impending injury from the defendant. *Susan B. Anthony List v. Driehaus*, (2014) 573 U.S. 149, 159.

A complaint must also be dismissed under Federal Rules of Civil Procedure 12(b)(6) when a plaintiff's allegations fail to set forth a set of facts which, if true, would entitle the plaintiff to relief. *Ashcroft v. Iqbal* (2009) 556 U.S. 662, 679); *Bell Atl. Corp. v. Twombly*, (2007) 550 U.S. 544, 555. The plaintiff must provide "more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Id.* at 555 (citing *Papasan v. Allain*, (1986) 478 U.S. 265, 286. When examining a motion to dismiss, the Court must accept as true plaintiff's well-pleaded factual allegations and construe all factual inferences in the light most favorable to the plaintiff. *See, Manzarek v. St. Paul Fire & Marine Ins. Co.*, (9th Cir. 2008) 519 F.3d 1025, 1031. Even so, courts are not required to accept as true legal conclusions couched as factual allegations. *Ashcroft, supra*. at 678.

**b. Santa Ana's First Amended Complaint Fails to Establish Federal Question Jurisdiction**

Federal question jurisdiction extends to those cases in which a well-pleaded complaint establishes either that: (1) federal law creates the cause of action; or (2) the plaintiff's right to relief necessarily depends on resolution of a substantial question of federal law. *Federal Tax Bd. v. Construction Laborers Vacation Trust*, (1983) 463 U.S. 1, 27-28. The presence or absence of federal question jurisdiction is governed by the well-pleaded complaint rule, which provides that such jurisdiction exists only when a federal question is presented on the face of plaintiff's properly pleaded complaint. *Wayne v. DHL Worldwide Express, (9th Cir. 2002),*294 F.3d 1179, 1183.

Here, the only federal claim on the face of the FAC is the All Writs Act cause of action. Nonetheless, the All Writs Act is not an independent source of federal question

jurisdiction; it may be invoked by a district court only in aid of jurisdiction which it already has. *Pierce v. S.E.C.*, (N.D. Cal. 2010) 737 F. Supp. 2d 1068, 1073 citing *Stafford v. Superior Ct.*, (9th Cir.1959) 272 F.2d 407, 409. When the All Writs Act is removed from the FAC, the remainder of the allegations—breach of express contract, breach of implied contract, and third-party beneficiary claims—are solely issues arising under state law. Since the All Writs Act cannot exist without another federal cause of action, no federal question jurisdiction exists. The FAC therefore must be dismissed.

If this Court somehow finds that the All Writs Act can stand on its own, the Court would only be able to hear the state law causes of action by exercising supplemental jurisdiction. In an action over which a district court possesses original jurisdiction, that court "shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution." 28 U.S.C. § 1367(a). However, district courts have discretion to decline to exercise supplemental jurisdiction.

> The district courts may decline to exercise supplemental jurisdiction over a claim under subsection (a) if—
> (1) the claim raises a novel or complex issue of State law,
> (2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction,
> (3) the district court has dismissed all claims over which it has original jurisdiction, or
> (4) in exceptional circumstances, there are other compelling reasons for declining jurisdiction."

28 U.S.C. § 1367(c).

A federal district Court may decline to extend supplemental jurisdiction over state law claims for many reasons, including "the circumstances of the particular case, the nature of the state law claims, the character of the governing state law, and the relationship between the state and federal claims." *City of Chicago v. Int'l Coll. of*

*Surgeons*, (1997) 522 U.S. 156, 173.

In this case, the Court should decline to exercise supplemental jurisdiction over the state law claims as pled in the FAC. First, as outlined above, the sole federal claim over which this Court has original jurisdiction is the All Writs Act. The only remaining claims are the state breach of contract claims. Resolution of these claims would simply require interpretation of state contract law and would not necessitate examination of federal law. These claims inarguably predominate over the singular federal cause of action. This FAC is therefore at its heart merely a simple state contract dispute. The Court should decline to exercise supplemental jurisdiction over the state law claims accordingly.

Simply put, because this Court has no jurisdiction to the state contract claims and the All Writs Act cannot exist without a valid federal cause of action, the FAC should be dismissed.

**c. Santa Ana Lacks Standing to Bring This Suit and is Not a Third-Party Beneficiary to the County's Settlement Agreement With Orange County Catholic Worker**

To assert a claim as a third-party beneficiary, a plaintiff must show:

> (1) whether the third party would in fact benefit from the contract . . . .
>
> (2) whether a *motivating purpose* of the contracting parties was to provide a benefit to the third party, and
>
> (3) whether permitting a third party to bring its own breach of contract action against a contracting party is consistent with the objectives of the contract and the reasonable expectations of the contracting parties. All three elements must be satisfied to permit the third-party action to go forward.

*Goonewardene v. ADP, LLC*, (2019) 6 Cal.5th 817, 830, 434 P.3d 124, 133.

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Third-party beneficiary status is an "'exceptional privilege' and 'should not be liberally granted.'" *Sioux Honey Ass'n v. Hartford Fire Ins. Co.*, (Fed. Cir. 2012) 672 F.3d 1041, 1056 (quoting *German Alliance Ins. Co. v. Home Water Supply Co.*, (1912) 226 U.S. 220, 230. Under California law, requiring a purported third-party beneficiary to show that a contract was made expressly for the benefit of a third person, the word "expressly" is interpreted as the negative of incidentally, and thus, it is not enough that the third party would incidentally have benefited from performance, but rather, the contracting parties must have intended to confer a benefit on the third party. *Trustees of Screen Actors Guild-Producers Pension and Health Plans v. NYCA, Inc*., (C.A.9 2009) 572 F.3d 771. Under California contract law, a purported third-party beneficiary must show that the contract was made expressly for the benefit of a third person, as opposed to the case where the third person is merely an incidental beneficiary. *Stern v. Does*, (C.D.Cal.2011) 978 F.Supp.2d 1031, affirmed 512 Fed.Appx. 701, 2013 WL 1137390, certiorari denied 134 S.Ct. 423, 571 U.S. 953, 187 L.Ed.2d 281. Whether a third party is an intended beneficiary or merely an incidental beneficiary to the contract involves construction of the parties' intent, gleaned from reading the contract as a whole in light of the circumstances under which it was entered. *National Union Fire Ins. Co. of Pittsburgh, PA v. Cambridge Integrated Services Group, Inc.*, (App. 1 Dist. 2009) 89 Cal.Rptr.3d 473, 171 Cal.App.4th 35, review denied.

The contract at issue in this case is the Settlement Agreement between OCCW and the County of Orange. *See*, Exhibit A attached hereto & Request for Judicial Notice filed concurrently herewith. A review of the Settlement Agreement reveals that Santa Ana is only mentioned as an intervener in the underlying lawsuit, and there is nothing in the language of the Agreement which points to any intent to benefit Santa Ana. No particular city, let alone Santa Ana, is named in the Settlement Agreement as an intended beneficiary. Rather, the entirety of the OCCW Settlement Agreement is focused on the relationship between the plaintiff class members, the County, and the Orange County Sheriff. The Settlement Agreement repeatedly describes the relationship between

Orange County agency employees and the class members, e.g. how the Orange County Sheriff's Department will enforcement anti-camping and anti-loitering ordinances, when individuals would be referred to collaborative courts, how people will be notified of remediation and/or cleaning projects involving the homeless, etc. The only individuals considered in the drafting the Settlement were the individuals named as class members.

Moreover, regarding the County, the only entity with the authority to enter the Settlement Agreement on behalf of the County is the Orange County Board of Supervisors. The Board of Supervisors is a singular unit made up of five individuals, but an individual member of the Board has no power to act for the County merely because he or she is a member of the Board. The intentions of *the County* can only be determined by the actual, express words of the Settlement Agreement. As such, Santa Ana's references to individual members of the Board of Supervisors (FAC, ¶¶ 27, 61, Doc. 52-1) are red herrings. With the focus properly on the Board as a whole, one can plainly see that the County had no intention to give Santa Ana third-party beneficiary status. Likewise, the FAC is void of any facts demonstrating that the plaintiffs in *OCCW* were concerned about how the Settlement Agreement would impact Santa Ana or any other Orange County city.

Santa Ana therefore is not a third-party beneficiary to the Settlement Agreement and consequently has no standing to bring the present lawsuit. The lawsuit should be dismissed on this ground alone.

**d. Orange County Did Not Breach the Terms of the OCCW Settlement Agreement**

Even assuming Santa Ana has standing as a third-party beneficiary to sue for breach of contract, Santa Ana cannot establish the elements of a breach of contract claim. A party must establish the following for a viable breach of contract claim: (1) the existence of a contract, (2) performance by the plaintiff or excuse for nonperformance, (3) breach by the defendant, and (4) damage to the plaintiff. *First Commercial Mortgage Co. v. Reece,* (2001) 89 Cal.App.4th 731, 745, 108 Cal.Rptr.2d 23. Santa

Ana's FAC fails to establish the third element—that the County breached the Settlement Agreement.

> Here, Santa Ana claims the County breached the Settlement Agreement because:
>
> > [1)] [T]he OCSD has transported, and continues to transport individuals experiencing homelessness across SPA boundaries [and] [2)] "[T]he County has reduced capacity at its only low-barrier shelter and instituted entry restrictions that are nearly impossible for individuals to meet, in violation of the OCCW Settlement Agreement's prohibition on enforcement of anti-camping and anti-loitering laws before there are available beds for at least 60% of the people experiencing homelessness.
>
> FAC, ¶ 111, Doc. 52-1.

As for the first allegation, even if taken as true, OCSD engaging in such actions is not a violation of the settlement agreement. The Settlement Agreement merely prohibits OCSD from "transport[ing] homeless individuals across SPAs *for the purposes of shelter placement*." Exh. A at p. 10, emphasis added. If OCSD transported a homeless individual into Santa Ana for any purpose aside from shelter placement such as for permanent supportive housing or incarceration, no breach of the Settlement Agreement occurred. More importantly, though, both of Santa Ana's breach claims fail because the FAC does not include any ***factual details*** for its breach of contract claim. Indeed, throughout the FAC, Santa Ana either 1) avoids providing facts by stating a breach occurred "on information and belief" or 2) admits that it is awaiting information that would actually support its contentions. (FAC, ¶¶ 66-70, Doc. 52-1.) Whether the County and/or the OCSD has responded to Santa Ana's Public Records Act requests is beside the point. If a party decides to prematurely file a lawsuit, a plaintiff thereafter cannot complain that they do not have sufficient facts to support said lawsuit.

The FAC should therefore be dismissed because no facts support the breach of contract claim.

**e. Orange County Did Not Breach the Covenant of Good Faith and Fair Dealing**

As outlined above, Santa Ana has no standing to sue for any alleged breach of Orange County's Settlement Agreement with OCCW, including any breach of any implied covenant contained in that agreement. Assuming *arguendo* Santa Ana is found to be a third-party beneficiary of that Settlement Agreement, Santa Ana fails to prove Orange County breached the covenant of good faith and fair dealing after the Settlement Agreement was signed and executed.

"Every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement." *Carma Developers (Cal.), Inc. v. Marathon Dev. Cal., Inc.*, (1992) 2 Cal.4th 372, 371 (internal quotation marks omitted). This covenant "exists merely to prevent one contracting party from unfairly frustrating the other party's right to receive the benefits of the agreement actually made." *Guz v. Bechtel Nat'l, Inc.*, (2000) 24 Cal.4th 353, 349 (emphasis omitted). "The central teaching of *Guz* is that in most cases, a claim for breach of the implied covenant can add nothing to a claim for breach of contract." *Lamke v. Sunstate Equipement Co., LLC.*, (N.D. Cal. 2004)387 F.Supp.2d 1044, 1047.

In California, federal courts have required the plaintiff to prove the following in order to prove a claim a breach of covenant of good faith and fair dealing: "'(1) the parties entered into a contract; (2) the plaintiff fulfilled his obligations under the contract; (3) any conditions precedent to the defendant's performance occurred; (4) the defendant unfairly interfered with the plaintiff's rights to receive the benefits of the contract; and (5) the plaintiff was harmed by the defendant's conduct.'" *Herskowitz v. Apple, Inc.*, (N.D. Cal. 2013) 940 F.Supp.2d 1131, 1143 (quoting *Rosenfeld v. J.P. Morgan Chase Bank, N.A.*, (N.D. Cal. 2010) 732 F. Supp. 2d 952, 968. "The prerequisite for any action for breach of the implied covenant of good faith and fair dealing is the existence of a contractual relationship between the parties, since the covenant is an implied term in the contract." *Green Valley Landowners Association v.*

*City of Vallejo*, (2015) 241 Cal.App4th 425; *Foley v. Interactive Data Corp.*, (1988) 47 Cal.3d 654, 683–684, 690, 254 Cal.Rptr. 211, 765 P.2d 373; *Gruenberg v. Aetna Ins. Co.* (1973) 9 Cal.3d 566, 576, 108 Cal.Rptr. 480, 510 P.2d 1032.

To claim a breach of covenant of fair dealing does not mean imposing "substantive duties . . . on the contracting parties beyond those incorporated in the specific terms of their agreement." *McClain v. Octagon Plaza, LLC*, (2d Dist. 2008) 159 Cal.App.4th 784, 806 (citing *Guz, supra* at 349–50). The implied covenant of good faith and fair dealing is not a contractual wildcard that enables a party to leverage a contractual relationship into whatever cause of action suits its purposes. Rather:

> The covenant of good faith and fair dealing, implied by law in every contract, exists merely to prevent a contracting party from unfairly frustrating the other party's right to receive the *benefits of the agreement actually made* . . . . It cannot impose substantive duties or limits on the contracting parties beyond those incorporated into the specific terms of their agreement. [Internal citations omitted.]

*Guz, supra* at 349-50 (2000) (emphasis in original); *see also, Carma Developers, Inc., v. Marathon Dev., Inc.*, (1992) 2 Cal.4th 342, 374 ("as a general matter, implied terms should never be read to vary express terms"); *Ellis v. Chevron, U.S.A., Inc.*, (1988( 201 Cal.App.3d 132, 139 ("the law implies in every contract a covenant of good faith and fair dealing, which requires neither party do anything which will deprive the other of the benefits of the agreement").

The covenant is implied in existing contracts and ensures good faith in the performance of prescribed duties. As such, "the scope of conduct prohibited by the covenant of good faith is circumscribed by the purposes and express terms of the contract." *See, Carma, supra* at 373. Furthermore, "the duty to act in good faith does not alter the specific obligations of the parties under the contract." *PMC, Inc. v. Porthole Yachts*, (4th Dist. 1998) 65 Cal.App.4th 882, 890 (citation omitted). The

implied covenant cannot contradict the express terms of a contract. *Thrifty Payless, Inc. v. Mariners Mile Gateway, LLC*, (2010)185 Cal.App.4th 1050, 1061. Numerous cases hold that the covenant cannot be used to create obligations from matters that a contract leaves to the parties' discretion. *See, e.g., Carma, supra* at 373; *Thrifty Payless, Inc., supra* at 1062 (the implied covenant cannot be used to limit or restrict an express grant of discretion to one of the contracting parties); *Third Story Music, Inc. v. Waits*, (1995) 41 Cal.App.4th 798, 808.

Santa Ana alleges the County breached the covenant of good faith and fair dealing because "[a]mong the benefits contemplated by the OCCW Settlement Agreement is that the County would open additional shelters throughout the County, not just in Santa Ana" and "the County has determined to build its only new low-barrier shelter in Santa Ana." FAC, ¶ 18, Doc. 52-1. As previously explained, the Settlement Agreement was drafted and signed with only the class members and the County in mind. The focus of the Settlement Agreement was on how to assist homeless individuals; it was not on assisting cities let alone Santa Ana in particular. There is no mention or even hint of a mention of building a shelter in the Settlement Agreement. Whether Santa Ana inferred such an obligation is irrelevant. The intentions of the actual contracting parties are the only relevant factor and Santa Ana can put forth no evidence that the County meant to build shelters in a certain location when it entered into the Settlement Agreement.

Lastly, it is settled that "a private party cannot sue a public entity on an implied-in-law or quasi-contract theory, because such a theory is based on quantum meruit or restitution considerations which are outweighed by the need to protect and limit a public entity's contractual obligations." *Janis v. California State Lottery Com.*, (1998) 68 Cal.App.4th 824, 830, 80 Cal.Rptr.2d 549; *see also, G.L. Mezzetta, Inc. v. City of American Canyon*, (2000) 78 Cal.App.4th 1087, 1094, 93 Cal.Rptr.2d 292. Santa Ana therefore cannot force the County via bringing this lawsuit to exceed the terms of the Settlement Agreement.

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**f. There is No Basis to Grant Relief Under the All Writs Act**

Courts have inherent authority under 28 U.S.C. section 1651(a), otherwise known as the All Writs Act, to "fashion appropriate modes of procedure" necessary to the exercise of the judicial function. *Harris v. Nelson*, (1969) 394 U.S. 286, 299. Still, the Act requires that those "modes of procedure" be "agreeable to the usages and principles of law." 28 U.S.C. § 1651(a). The Act "cannot enlarge a court's jurisdiction." *Clinton v. Goldsmith*, (1999) 526 U.S. 521, 535 (quoting 19 J. Moore & G. Pratt. Moore's Federal Practice §204.02[4] (3d ed. 1998). Instead, the All Writs Act "is a residual source of authority to issue writs that are not otherwise covered by statute. When a statute specifically addresses the particular issue at hand, it is that authority, and not the All Writs Act, that is controlling." *Pa. Bureau of Corr. v. U.S. Marshals Ser. v.*, (1985) 474 U.S. 34, 43. Moreover, as previously explained, the All Writs Act is not an independent source of federal question jurisdiction; it may be invoked by a district court only in aid of jurisdiction which it already has. *Pierce v. S.E.C.*, (N.D. Cal. 2010) 737 F.Supp.2d 1068, 1073 citing *Stafford v. Superior Ct.*, *supra* at 409. Thus, although the All Writs Act "empowers federal courts to fashion extraordinary remedies when the need arises, it does not authorize them to issue ad hoc writs whenever compliance with statutory procedures appears inconvenient or less appropriate." *Perez v. Barr*, (9th Cir. 2020) 957 F.3d 958, 967 citing *Pa. Bureau of Corr., supra* at 34-35.

The All Writs Act does not authorize the requested writ relief sought in this action. Under the All Writs Act, federal courts "may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." 28 U.S.C. § 1651(a). However, "what appears to be broad discretion and authority has been greatly circumscribed, both by case law and by statute." *In re Life Inv'rs Ins. Co. of Am.*, (6th Cir. 2009) 589 F.3d 319, 330. "[T]he All Writs Act generally should only be used 'sparingly and only in the most critical and exigent circumstances.' " (*Id.* (quoting *Wisconsin Right to Life, Inc. v. Fed. Election Comm'n*, (2004) 542 U.S. 1305, 1306 (Rehnquist, C.J., in chambers). Further, an injunction under

the All Writs Act is only appropriate where the underlying legal rights are "indisputably clear." *Brown v. Gilmore*, (2001) 533 U.S. 1301 ("It is established, and our own rules require, that injunctive relief under the All Writs Act is to be used sparingly and only in the most critical and exigent circumstances. Such an injunction is appropriate only if the legal rights at issue are indisputably clear." *Id.* at 2) (internal citations and quotations omitted). Here, Santa Ana's legal rights to the writ relief sought is non-existent and certainly not undeniably clear. What's more, there is no critical and exigent circumstance under which the All Writs Act would apply.

The FAC cites *Sandpiper Village Condominium Ass'n., Inc. v. Louisiana-Pacific Corp*., (2005) 428 F.3d 831 for the general proposition that the authority of the All Writs Act extends to orders necessary to effectuate and prevent the frustration of a settlement agreement of which the Court has retained jurisdiction to enforce. However, the *Sandpiper* case is not analogous to the case at hand is unhelpful to Plaintiff. In that action, the manufacturer of allegedly defective building siding, having settled class action brought by end-users, sought an injunction in federal court barring a Minnesota state court from entering judgment on jury verdict awarding repair-cost damages in separate suit brought by siding reseller. The United States District Court for the District of Oregon granted the requested injunction, and reseller appealed. The Court of Appeal held that the injunction was barred by the Anti-Injunction Act. The case did not discuss the primary issue here—that Plaintiff does not have a clear right to the relief sought.

In sum, since Plaintiff 1) does not have standing to bring this lawsuit, and 2) cannot prove its breach of contract allegations, Plaintiff's All Writs Act claim cannot stand on its own.

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## 4. CONCLUSION

For the reasons stated above, the Court should dismiss Santa Ana's First Amended Complaint in its entirety with prejudice.

DATED: September 28, 2020

Respectfully submitted,

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