

GIBSON, DUNN & CRUTCHER LLP
THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
MARCELLUS MCRAE, SBN 140308
mmcrae@gibsondunn.com
KAHN A. SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
ANGELIQUE KAOUNIS, SBN 209833
akaounis@gibsondunn.com
PATRICK J. FUSTER, SBN 326789
pfuster@gibsondunn.com
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

HYDEE FELDSTEIN SOTO, SBN 106866
VALERIE L. FLORES, SBN 138572
ARLENE N. HOANG, SBN 193395
JESSICA MARIANI, SBN 280748
200 North Main Street, City Hall East, 6th Floor
Los Angeles, California 90012
Telephone: 213.978-7508
Facsimile: 213.978.7011
Email: arlene.hoang@lacity.org

Attorneys for Defendant
CITY OF LOS ANGELES

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,
et al.,

Plaintiffs,

v.

CITY OF LOS ANGELES, a Municipal
entity, et al.,

Defendant.

CASE NO. 2:20-cv-02291 DOC (KES)

Honorable David O. Carter,
United States District Judge

**DEFENDANT CITY OF LOS
ANGELES'S EX PARTE
APPLICATION FOR STAY OF
ORDER APPOINTING DANIEL
GARRIE AS MONITOR PENDING
APPEAL**

Action Filed: March 10, 2020

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT under Local Rule 7-19, Defendant City of Los
3 Angeles will and hereby does apply ex parte for an order staying the Court's order
4 appointing Daniel Garrie as monitor over pending resolution of the City's appeal to the
5 Ninth Circuit.

6 On June 24, 2025, in accordance with Section 7.2 of the Settlement Agreement
7 between Plaintiffs ("the Alliance") and the City (Dkt. 429-1), the Court ordered the
8 parties to select a mutually agreed-upon monitor by September 12. Dkt. 991 at 57. On
9 September 12, the parties filed a joint submission in which they proposed, "subject to
10 Court and City Council approval," that former City Controller Ron Galperin or
11 McKinsey & Company serve as the monitor. Dkt. 1033 at 1. At a hearing on September
12 16, the Court rejected Mr. Galperin and McKinsey and suggested a third monitor not
13 jointly proposed by the parties: Daniel Garrie. Dkt. 1034 at 13:21–14:14. The City
14 agreed to seek City Council approval to engage Mr. Garrie and Mr. Galperin to jointly
15 serve as the monitor. *Id.* at 84–86. After the City Council did not take action on this
16 proposal, the City stated that it was not amenable to having Mr. Garrie serve as a
17 monitor, and proposed that Mr. Galperin serve as the monitor, along with current City
18 Controller Kenneth Mejia. Dkt. 1045 at 1. Because the Alliance disagreed with this
19 proposal (despite not having any objection to either Mr. Galperin or Controller Mejia),
20 on October 10, the parties filed a joint request for the Court's assistance in resolving this
21 disagreement. Dkt. 1045.

22 On October 14, the Court appointed Mr. Garrie as the monitor, with "support"
23 from Controller Mejia "per Daniel Garrie's discretion." Dkt. 1048 at 4. This is an
24 outcome that the City did not consent to, that the City Council has not approved, and
25 that directly contradicts and effectively rewrites Section 7.2 of the Settlement
26 Agreement. On October 22, the City filed a notice of appeal from that order. Dkt. 1053.
27 The City now seeks a stay of the Court's order appointing Mr. Garrie as the monitor
28 pending that appeal.

1 A stay is warranted because the City is likely to prevail on the merits of its appeal
2 and because the balance of interests favors a stay. There is a substantial likelihood the
3 Ninth Circuit will agree with the City’s position that the Court lacked authority—under
4 the parties’ Settlement Agreement or otherwise—to appoint Mr. Garrie over the City’s
5 objections and in the absence of City Council approval. As the Court itself recognized
6 at the September 16 hearing, “under 7.2” the Court does not have “any authority . . . to
7 impose anything on either party, L.A. Alliance or the City” and “has no jurisdiction nor
8 ability to impose unilaterally anything on you.” Dkt. 1034 at 40:8–10,41:15–17. The
9 Court, however, has done just that—unilaterally imposing Mr. Garrie on the City despite
10 the lack of any agreement or City Council approval of that result.

11 The balance of interests also favors a stay. The City will suffer irreparable harm
12 without a stay for two reasons. First, it would be difficult or impossible to claw back
13 funds paid to Mr. Garrie for performing court-ordered work if the City prevailed on
14 appeal. And all signs point to Mr. Garrie’s work being extremely costly; he has stated
15 that he intends to assemble a team of eight people to assist him and has refused to provide
16 any budget to the City. And the substantial expenditures that are likely to result from
17 the work of Mr. Garrie and his large team could not come at a worse time for the City,
18 which recently declared a fiscal emergency. Second, the Court’s order will irreparably
19 harm the City by depriving the City of its right to manage its own affairs through its
20 elected representatives, and by intruding on the independence of Controller Mejia,
21 whom the Court has ordered to assist Mr. Garrie even though Controller Mejia is an
22 independent elected official answerable only to the voters. Although the risk of harm to
23 the City and the public without a stay is high, a stay poses no risk of harm to the Alliance,
24 including because certain of the City’s obligations under the Settlement Agreement are
25 currently paused because of declared emergencies after this year’s wildfires, civil unrest,
26 and fiscal emergency.

27 Good cause exists for ex parte relief because (1) the City will be irreparably
28 prejudiced if the underlying motion is heard according to regular noticed motion

1 procedures and (2) the City is without fault in creating the need for ex parte relief.
2 *Mission Power Eng'g Co. v. Continental Cas. Co.*, 883 F. Supp. 488, 492 (C.D. Cal.
3 1995). The City will be irreparably prejudiced if Mr. Garrie is permitted to immediately
4 move forward with work that will cost the taxpayers significant money that probably
5 cannot be recouped and if Mr. Garrie is permitted to direct the activity of a duly elected
6 official. And the City is not responsible for this emergency because it worked diligently
7 with the Alliance to select a mutually agreeable monitor. The City could not have
8 reasonably anticipated that the Court would re-write and override the terms of the
9 Settlement Agreement by appointing a monitor to whom the City objected and whom
10 the City Council had not approved—especially when this Court just last month said
11 multiple times on the record that it lacked the authority to impose a monitor on the City
12 without Council approval.

13 On October 22, 2025, counsel for the City provided notice to counsel for the
14 Alliance, the County, and Intervenor by email. Scolnick Decl. ¶ 7, Ex. E. Counsel for
15 the Alliance responded to that email, indicated that the Alliance would oppose, and
16 confirmed that the City had satisfied the meet and confer requirement of Local Rule 7-
17 19.1. *Id.* Counsel for the Intervenor indicated they did not intend to take a position on
18 the ex parte but reserved the right to do so depending on the contents of the application.
19 *Id.* ¶ 9. Counsel for the County also indicated that the County did not intend to take a
20 position. *Id.* ¶ 10.

21 This ex parte application is based upon this notice, the accompanying
22 memorandum of points and authorities, the declaration of Matthew Szabo, including the
23 attached exhibits reflecting the City's fiscal emergency and communications with
24 Mr. Garrie, the declaration of Kahn A. Scolnick, including the attached exhibits
25 reflecting the parties' meet-and-confer efforts and communications with Mr. Garrie, and
26 other such evidence as may be presented to the Court at any hearing on this application.

27 In keeping with Local Rule 7-9, the City lists below the names, addresses,
28 telephone numbers, and email addresses of counsel for the other parties in this action:

Counsel for Plaintiff LA Alliance for Human Rights

Matthew Donald Umhofer
mumhofer@umklaw.com
Elizabeth A. Mitchell
emitchell@umklaw.com
UMHOFER, MITCHELL & KING LLP
767 South Alameda Street, Suite 221
Los Angeles, CA 90017
Telephone: 213.394.7979
Facsimile: 213.529.1027

Counsel for Intervenors Orange County Catholic Worker, Los Angeles Catholic Worker, and Los Angeles Community Action Network

Shayla R. Myers
smyers@lafla.org
Isabelle M. Geczy
igeczy@lala.org
LEGAL AID FOUNDATION OF LOS ANGELES
1550 West 8th Street
Los Angeles, CA 90017
Telephone: 213.640.3983
323.801.7990

Carol A. Sobel
carolsobel@aol.com
LAW OFFICE OF CAROL A. SOBEL
725 Arizona Avenue
Santa Monica, CA 90401
Telephone: 310.393.3055

Catherine Sweetser
catherine.sdshhh@gmail.com
SCHONBRUN SEPLOW HARRIS & HOFFMAN, LLP
11543 Olympic Boulevard
Los Angeles, CA 90064
Telephone: 310.396.0731

Brooke Weitzman
bweitzman@eldrcenter.org
William Wise
bwise@eldrcenter.org
ELDER LAW AND DISABILITY RIGHTS CENTER
1535 East 17th Street, Suite 110
Santa Ana, CA 92705
Telephone: 714.617.5353

Counsel for Defendant County of Los Angeles

Mira Hashmall
mhashmall@millerbarondess.com
Jason H. Tokoro

1 jtokoro@millerbarondess.com
Lauren M. Brody
2 lbrody@millerbarondess.com
MILLER BARONDESS LLP
3 2121 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067
4 Telephone: 310.552.4400
5 Facsimile: 310.552.8400

6 DATED: October 22, 2025

Respectfully submitted,

GIBSON, DUNN & CRUTCHER LLP

8 By: /s/ Theane Evangelis
9 Theane Evangelis

10 GIBSON, DUNN & CRUTCHER LLP
THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
11 MARCELLUS McRAE, SBN 140308
mmcrae@gibsondunn.com
12 KAHN SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
13 BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
14 ANGELIQUE KAOUNIS, SBN 209833
akaounis@gibsondunn.com
15 PATRICK J. FUSTER, SBN 326789
pfuster@gibsondunn.com
16 333 South Grand Avenue
Los Angeles, California 90071-3197
17 Telephone: 213.229.7000
18 Facsimile: 213.229.7520

19 HYDEE FELDSTEIN SOTO, SBN 106866
VALERIE L. FLORES, SBN 138572
20 ARLENE N. HOANG, SBN 193395
JESSICA MARIANI, SBN 280748
21 200 North Main Street, City Hall East, 6th
Floor
22 Los Angeles, California 90012
Telephone: 213.978-7508
23 Facsimile: 213.978.7011
Email: arlene.hoang@lacity.org

24 *Attorneys for Defendant*
25 *CITY OF LOS ANGELES*

TABLE OF CONTENTS

	Page
INTRODUCTION	1
LEGAL STANDARD.....	3
ARGUMENT.....	3
I. The City is likely to succeed in persuading the Ninth Circuit to reverse or vacate the order appointing Mr. Garrie as the monitor.....	3
II. The City will face irreparable harm without a stay pending appeal.	7
III. A stay is in the public interest and would not harm the Alliance.	11
CONCLUSION.....	13

TABLE OF AUTHORITIES

Cases

<i>Ariz. Dream Act Coal. v. Brewer,</i> <u>757 F.3d 1053</u> (9th Cir. 2014)	7
<i>California v. Azar,</i> <u>911 F.3d 558</u> (9th Cir. 2018)	9
<i>Chambers v. NASCO, Inc.,</i> <u>501 U.S. 32</u> (1991).....	6
<i>City & Cnty. of S.F. v. Trump,</i> <u>783 F. Supp. 3d 1148</u> (N.D. Cal. 2025).....	9, 11
<i>City of Grants Pass v. Johnson,</i> <u>603 U.S. 520</u> (2024).....	7, 10
<i>Cnty. of Santa Clara v. Trump,</i> <u>250 F. Supp. 3d 497</u> (N.D. Cal. 2017).....	9
<i>In re Dual-Deck Video Cassette Recorder Antitrust Litig.,</i> <u>10 F.3d 693</u> (9th Cir. 1993)	6
<i>GM LLC v. Santa Monica Grp., Inc.,</i> <u>2010 WL 2740166</u> (C.D. Cal. Jul. 9, 2010)	11
<i>Immigrant Defs. Law Cntr. v. Noem,</i> <u>2025 WL 2017247</u> (9th Cir. July 18, 2025)	10, 11
<i>King Cnty. v. Turner,</i> <u>785 F. Supp. 3d 863</u> (W.D. Wash 2025)	9
<i>Leiva-Perez v. Holder,</i> <u>640 F.3d 962</u> (9th Cir. 2011)	3
<i>Nat’l Insts. of Health v. Am. Pub. Health Ass’n,</i> <u>145 S. Ct. 2658</u> (2025).....	9
<i>Nken v. Holder,</i> <u>556 U.S. 418</u> (2009).....	3, 12

TABLE OF AUTHORITIES

	Page(s)
<i>Philip Morris USA Inc. v. Scott</i> , <u>561 U.S. 1301</u> (2010).....	9
<i>Swain v. Junior</i> , <u>958 F.3d 1081</u> (11th Cir. <u>2020</u>)	11
<i>Trump v. CASA</i> , <u>606 U.S. 831</u> (2025).....	10
<i>US Airways, Inc. v. McCutchen</i> , <u>569 U.S. 88</u> (2013).....	6
<i>Washington v. U.S. Dep’t of Transp.</i> , <u>2025 WL 1742893</u> (W.D. Wash. June 24, 2025).....	9

INTRODUCTION

Just last month, the Court correctly recognized that it did not have “any authority . . . to impose anything on either party, L.A. Alliance or the City” and that it had “no jurisdiction nor ability to impose unilaterally anything on you” with respect to the appointment of a mutually agreed-upon monitor under Section 7.2 of the Settlement Agreement. Dkt. 1034 at 40:8–10, 41:15–17. Yet the Court has done just that—declining to appoint any monitor proposed by the City and issuing an order on October 14 that appoints Daniel Garrie and requires City Controller Kenneth Mejia to provide “support” at Mr. Garrie’s “discretion.” Dkt. 1048 at 4. The City has appealed, and it asks that the Court stay its order pending the appeal. A stay is warranted because the City is likely to prevail on appeal and will suffer irreparable harm without a stay.

The City is likely to prevail on the merits before the Ninth Circuit because there is no lawful basis for the Court’s appointment of Mr. Garrie as a monitor. There is no contractual basis for the Court’s order, as the Court rightly noted at the September 16 hearing. Section 7.2 of the parties’ Settlement Agreement states that any monitor shall be “mutually agreed-upon” (Dkt. 429-1 § 7.2)—which means, as the Court itself repeatedly acknowledged at the hearing on monitor selection, that the Court cannot unilaterally appoint someone over either party’s objection. Here, the parties proposed two monitors: former City Controller Ron Galperin and McKinsey & Company. Citing concerns about Galperin’s technical qualifications and McKinsey’s previous work for an opioid manufacturer, the Court declined to appoint either McKinsey or Mr. Galperin as the monitor. Instead, it proposed Mr. Garrie. The City never agreed to have Mr. Garrie serve as monitor; instead, it agreed to seek City Council approval of the Court’s proposal to have Mr. Garrie serve with Mr. Galperin. Dkt. 1034 at 84–86. And after the City Council did not vote on this proposal, the City expressly stated that it was “no longer amenable to having Mr. Garrie serve as a Monitor.” Dkt. 1045 at 1. There is also no extracontractual basis for doing what the agreement forbids. The Court did not say, for example, that it was finding the City in contempt (and for good reason,

1 because no evidence, much less clear and convincing evidence, shows that the City
2 willfully disobeyed any order). Given the lack of any legitimate basis for imposing
3 Mr. Garrie on the City despite its objections, the Ninth Circuit is likely to reverse the
4 Court's order.

5 The Ninth Circuit is also likely to conclude there is another problem with the
6 Court's order: It directs Controller Mejia to "support" an unelected and politically
7 unaccountable monitor (Mr. Garrie), encroaching on the principle that the City's elected
8 representatives are answerable only to the voters. The Court's order placing Mr. Garrie
9 effectively in charge of Controller Mejia's work is yet another reason the order is likely
10 to be reversed.

11 If the City does not have the benefit of a stay while it presents these arguments to
12 the Ninth Circuit, it will face irreparable harm. Under the Settlement Agreement, the
13 City is solely "responsible" for paying the monitor's fees. So it will likely have to pay
14 Mr. Garrie money that it probably will not be able to claw back even if it prevailed on
15 appeal, given that he is now commencing work under a court order. And Mr. Garrie's
16 fees are likely to be large. He has declined to provide any budget, has proposed an
17 expansive scope of work, intends to field a team of eight people working at high hourly
18 rates, and has already sent the City hundreds of questions. And the prospect of a massive
19 additional expenditure—one that the City Council has not approved—could scarcely
20 come at a worse time, as the City is grappling with a declared fiscal emergency.

21 The City stands to lose not just a large sum of money, but also the independence
22 of its elected officials. Only the City Council should be permitted to decide whether and
23 how to employ a monitor, and elected officials should be answerable to the voters for
24 that choice. And yet this Court's order will give Mr. Garrie carte blanche to spend City
25 funds—without any budget whatsoever—and to direct the work of an elected official.

26 Although the City would suffer serious and irreparable harm without a stay, the
27 Alliance would suffer no real harm from a pause in Mr. Garrie's work. The City's final
28 obligations under the Settlement Agreement are not until 2026 and 2027, and certain

obligations have been paused in any event under Section 8.2 as a result of three separate emergencies this year (devastating wildfires, civil unrest that strained City resources, and an ongoing fiscal emergency). Dkt. 429-1 § 8.2. If the Alliance insists that commencing the work of a monitor is urgent, then the Court could address that concern—and obviate the need for the City’s appeal—simply by working with the City to obtain City Council approval of a different monitor who is acceptable to all parties, including the City’s elected officials.

If the Court is not inclined to adopt that approach, it should stay its order appointing Mr. Garrie as the monitor pending the City’s appeal challenging that order. At the very least, the Court should temporarily stay its order until the Ninth Circuit has had an opportunity to assess for itself whether the order should be stayed pending appeal, as otherwise the City will begin to incur substantial costs from Mr. Garrie’s work.

LEGAL STANDARD

District courts have “judicial discretion” to stay proceedings pending appeal. *Nken v. Holder*, 556 U.S. 418, 433 (2009). In determining whether to grant a stay pending appellate review, courts consider: (1) the stay applicant’s likelihood of success of on the merits; (2) whether the stay applicant will be irreparably injured absent the stay; (3) whether the stay would substantially injure other parties; and (4) the public interest. *Leiva-Perez v. Holder*, 640 F.3d 962, 964 (9th Cir. 2011); *see also Nken*, 556 U.S. at 426. The Ninth Circuit looks at these factors on a “continuum, with the relative hardships to the parties providing the critical element in determining at what point on the continuum a stay pending review is justified.” *Leiva-Perez*, 640 F.3d at 970 (quotation marks and citation omitted).

ARGUMENT

I. The City is likely to succeed in persuading the Ninth Circuit to reverse or vacate the order appointing Mr. Garrie as the monitor.

On appeal, the City intends to argue that this Court lacked the authority to (1) appoint Mr. Garrie as the data monitor without the City’s consent and (2) require that

1 Controller Mejia must support Mr. Garrie in his efforts. There is a strong likelihood that
2 the City will prevail on one or both arguments.

3 1. Nothing in the parties' Settlement Agreement permits the Court to choose a
4 monitor without the City's consent. Section 7.2 provides that the monitor must be
5 "mutually agreed-upon" by the City and the Alliance. Dkt. 429-1 § 7.2. Accordingly,
6 on September 12, the parties filed a joint submission proposing, "subject to Court and
7 City Council approval," that Mr. Galperin or McKinsey serve as the monitor. Dkt. 1033
8 at 1. At the September 16 hearing at which the parties and the Court discussed monitor
9 candidates, this Court suggested a monitor not jointly proposed by the parties—
10 Mr. Garrie—while simultaneously acknowledging that the language of Section 7.2
11 means what it says:

- 12 • "As I read 7.2, . . . I can't unilaterally impose my will or my choice on each
13 of you." Dkt. 1034 at 10:5-7.
- 14 • "And what I fear is that we won't reach an agreement between the two of
15 you and then the Court is either forced to act unilaterally which I think is
16 against 7.2 and not appropriate, or we reach a stalemate where the Court
17 will act and just, you know, send it to the appeal amongst many issues." *Id.*
18 at 13:14-18.
- 19 • "If you don't agree, I think 7.2 doesn't let me unilaterally [im]pose that."
20 *Id.* at 15:8-9.
- 21 • "[T]he way 7.2 is drafted, the parties are actually the City and LA Alliance.
22 And if they do come to a meeting of the minds, I think I'm duty-bound to
23 accept that." *Id.* at 33: 5-7.

24 Notwithstanding these remarks, the Court rejected both options offered by the
25 parties, citing concerns regarding Mr. Galperin's "technical expertise," *id.* 1034 at
26 10:25-11:1, and McKinsey's prior work for an opioid manufacturer, *id.* at 9:7-25.
27 Instead, the Court proposed Mr. Garrie—a monitor to whom the parties had not mutually
28 agreed, but in whom the Court had great confidence because of its prior "work[]" with

1 him overseas at the highest levels of government.” *Id.* at 14:4–5. The City’s counsel
2 agreed to seek City Council approval to have Mr. Garrie and Mr. Galperin serve as co-
3 monitors. Dkt. 1034 at 84–86.

4 The Court understood that the City could not agree on any candidate for the
5 monitor role without a vote by the City Council:

- 6 • “[T]here’s another player involved. The City Council’s approval,” which
7 “takes some time.” As a result, “I don’t want to see you folks reaching an
8 agreement here in good faith . . . and then having the City Council reject
9 this in a couple of weeks. It’s a waste of your time.” Dkt. 1034 at 7:3-17.
- 10 • “So ultimately it’ll be the person or party in the City Attorney’s office that
11 makes the recommendation to the Council. Then, of course, it’s in the
12 Council’s hands.” *Id.* at 8:8-11.
- 13 • “I’m hoping that the Council approves, because I don’t know any more cost
14 effective way to get there. All these other entities from McKinsey on down
15 are going to charge much more, but I’ll leave that to the Council. That’s
16 up to them.” *Id.* at 85:21-25.

17 After the City Council did not act on the proposal to appoint Mr. Garrie and
18 Mr. Galperin, the City stated that it was not amenable to having Mr. Garrie serve as a
19 monitor. Instead, it proposed that Mr. Galperin serve as the monitor, along with current
20 City Controller Kenneth Mejia. Dkt. 1045 at 1. Because the Alliance disagreed with
21 this proposal (despite not having any objection previously to either Mr. Galperin or
22 Controller Mejia), the parties, on October 10, requested the Court’s assistance in
23 resolving this disagreement. In the parties’ joint request, the City proposed that the
24 Court appoint Mr. Galperin and Controller Mejia as monitors, and the Alliance proposed
25 that the Court appoint Mr. Garrie and Controller Mejia. Dkt. 1045.

26 Although at the hearing the Court was of the view that the selection of the monitor
27 was “in the Council’s hands” and “[t]hat’s up to them,” on October 14 the Court took it
28 upon itself to appoint Mr. Garrie—a monitor who was not “mutually agreed-upon” by

1 the parties. The Court appears to have justified its decision to appoint Mr. Garrie under
2 Section 24 of the Settlement Agreement, which gives the Court authority to resolve
3 disputes between the parties “regarding the interpretation, performance, or enforcement”
4 of the Settlement Agreement. Dkt. 1045; Dkt. 429-1 § 24. Although the parties asked
5 the Court to take action under Section 24 to resolve the dispute over selection of the
6 monitor, the City never agreed that the Court could appoint a monitor who was not
7 mutually agreed-upon by the parties. To the contrary, the City expressly rejected the
8 Alliance’s position that “the Court should . . . force the City to agree to have Controller
9 Mejia and Mr. Garrie serve as the Monitor,” and explained why that was “contrary to
10 the Settlement Agreement.” Dkt. 1045 at 2. And nothing about the Court’s dispute-
11 resolution powers under Section 24 permits rewriting Section 7.2 of the Settlement
12 Agreement, which expressly requires mutual agreement over the choice of the monitor—
13 something that is lacking here. The parties agreed on a mechanism for modifying their
14 agreement: All modifications must be in writing and signed by all parties. Dkt. 429-
15 1 § 18. To “override a plain contract term” like that found in Section 7.2, without any
16 written agreement by the parties, is not dispute resolution—it is clear legal error. *US*
17 *Airways, Inc. v. McCutchen*, 569 U.S. 88, 99 (2013).

18 This Court did not identify anything outside of the contract that might give it the
19 authority to choose a monitor who was objectionable to the City and never approved by
20 the City Council. The Alliance may argue that the Court’s order was based on its
21 inherent contempt powers to “fashion . . . appropriate sanction[s] for conduct which
22 abuses the judicial process.” *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44–45 (1991).
23 But the Court did not make any of the findings necessary to hold the City in contempt:
24 proof that “(1) [the City] violated [a] court order, (2) beyond substantial compliance,
25 (3) not based on a good faith and reasonable interpretation of the order, (4) by clear and
26 convincing evidence.” *In re Dual-Deck Video Cassette Recorder Antitrust Litig.*, 10
27 F.3d 693, 695 (9th Cir. 1993). The Court decided the City Council was taking too long
28 to make a decision on who might serve as the monitor, Dkt. 1048 at 4, but it never

1 suggested that the City violated any court order, much less find that the City did so by
2 clear and convincing evidence.

3 **2.** The Ninth Circuit also is likely to conclude that this Court’s order infringes on
4 democratic norms in another way—by making the City Controller, an elected official,
5 function as the subordinate of the unelected and politically unaccountable third party,
6 Mr. Garrie. The Court has acknowledged that federal judges cannot “begin to ‘match’
7 the collective wisdom the American people possess in deciding ‘how best to handle’ a
8 pressing social question like homelessness.” Dkt. 991 at 60 (quoting *City of Grants Pass*
9 *v. Johnson*, 603 U.S. 520, 560 (2024)). The people do that through “their elected
10 representatives,” who set policy and must face the criticism of the voters if those
11 representatives’ policy choices don’t lead to the outcomes demanded by the public.
12 *Grants Pass*, 603 U.S. at 552, 560. Yet the Court’s order appears to place Controller
13 Mejia—an elected official—under the control of Mr. Garrie, with Controller Mejia only
14 having a “support” role that is to be guided by “Daniel Garrie’s discretion.” Dkt. 1048
15 at 4. That has it exactly backwards, and is another basis for reversal or vacatur of the
16 Court’s order.

17 **II. The City will face irreparable harm without a stay pending appeal.**

18 The order appointing Mr. Garrie as monitor will irreparably harm the City by
19 deepening its fiscal crisis and taking away core policymaking discretion from elected
20 officials. “Irreparable harm” is “harm for which there is no adequate legal remedy, such
21 as an award of damages.” *Ariz. Dream Act Coal. v. Brewer*, 757 F.3d 1053, 1068 (9th
22 *Cir.* 2014). The City will suffer three irreparable injuries without a stay: (1) the
23 irreparable loss of funds paid to Mr. Garrie, coming at a time that the City is under a
24 declared fiscal emergency; (2) the disruption of democratic norms, with the Court
25 effectively ordering the expenditure of taxpayer funds without approval from the City
26 Council, and with an elected City official becoming the subordinate of an unelected
27 monitor; and (3) the City’s loss of benefit of the bargain it struck, which permits it to
28 have a say on the appointment of any data monitor.

1 1. The City has been under a declared state of emergency since July 7, 2025, due
2 to depleted General Fund reserves and unexpectedly low tax revenue, both of which
3 pose a serious risk to public services. Szabo Decl. Ex. A. The factors leading to this
4 crisis have been well documented in reports from City Administrative Officer Matt
5 Szabo. The first report for fiscal year 2024-25 projected revenue to be \$51.6 million
6 below expectations because of decreased business and transient occupancy taxes, and
7 anticipated roughly \$216 million in overspending from civil lawsuits, Fire and General
8 Services Department expenses, and other areas. *Id.* at 1. The second report for fiscal
9 year 2024-25 reported almost \$300 million in unplanned expenditures and warned of a
10 significant reduction to the City’s Reserve Fund. *Id.* at 1–2. These financial challenges
11 worsened in January 2025 with the unprecedented Palisades Fire—which itself led to a
12 separate emergency declaration from the Mayor. *Id.* at 2. The third report for fiscal year
13 2024-25 again noted about \$300 million in overspending and continued Reserve Fund
14 depletion. *Id.* In response, the Mayor and City Council reduced appropriations by \$76
15 million and imposed hiring constraints, causing significant service impacts and limiting
16 departmental planning. *Id.* at 2–3. Based on these ongoing challenges, the Mayor and
17 City Council declared the existence of an emergency under Government Code
18 Section 3504.5 and Los Angeles Administrative Code Section 4.859. *Id.* at 5.

19 The Court’s appointment of Mr. Garrie as the monitor will irreparably harm the
20 City as Mr. Garrie and his large team begin extensive and expensive work that exceeds
21 the scope contemplated in the parties’ settlement agreement and diverts the City’s
22 already-scarce resources away from essential public services, including homelessness
23 programs. This Court’s appointment order does not define the scope of Mr. Garrie’s
24 work, [Dkt. 1048 at 6](#), and there is a serious risk that the costs of that work will quickly
25 balloon. Mr. Garrie already plans to assemble an eight-person team, expects that
26 familiarizing himself with the project will take 100 hours (at \$750/hour), has refused to
27 even provide a budget for his services, and just four days after his appointment requested
28 answers to more than 700 questions from Mr. Szabo. Szabo Decl. ¶ 6, Ex. D. The

ballooning costs of Mr. Garrie’s monitoring project will have a potentially drastic impact on the City’s budget by diverting funds from other programs, all at the time of a fiscal emergency.

This monetary harm would be irreparable because it likely “cannot be recouped” and would therefore be “irrevocably expended.” *Nat’l Insts. of Health v. Am. Pub. Health Ass’n*, 145 S. Ct. 2658 (2025) (quoting *Philip Morris USA Inc. v. Scott*, 561 U.S. 1301, 1304 (2010)); *see also California v. Azar*, 911 F.3d 558, 581 (9th Cir. 2018). Even if Mr. Garrie’s appointment is eventually overturned, it would be exceedingly difficult for the City to recover anything it pays him and his team in the interim. As it stands, Mr. Garrie is performing work according to an order of this Court and would likely seek to hold the City liable for his fees and expenses even if his appointment is later invalidated by the Ninth Circuit.

Even if the City could theoretically recover some of the money paid to Mr. Garrie, that possibility still would not cure the City’s inability to “budget, plan for the future, and properly serve [its] residents.” *Cnty. of Santa Clara v. Trump*, 250 F. Supp. 3d 497, 537 (N.D. Cal. 2017). Budgetary disruptions and uncertainty are irreparable harms because they threaten cuts to “healthcare, disease control, emergency management, public benefits, and law enforcement programs,” which would have a lasting impact on the City and its residents regardless of whether the City eventually recovers damages. *City & Cnty. of S.F. v. Trump*, 783 F. Supp. 3d 1148, 1186 (N.D. Cal. 2025). For that reason, courts routinely find that harms to a municipal budget, including mere “uncertainty,” are irreparable. *Id.*; *Cnty. of Santa Clara*, 250 F. Supp. 3d at 537; *King Cnty. v. Turner*, 785 F. Supp. 3d 863, 890 (W.D. Wash 2025) (“acute budgetary uncertainty is irreparable”), *appeal filed*, No. 25-3664 (9th Cir. June 10, 2025) ; *Washington v. U.S. Dep’t of Transp.*, 2025 WL 1742893, at *29 (W.D. Wash. June 24, 2025) (similar).

2. This Court’s order also will irreparably harm the City because it undermines democratic norms. First, as noted above, the Court’s order appears to imbue

1 Mr. Garrie—a Court-appointed monitor—with the authority to oversee and control the
2 elected City Controller. Specifically, the Court’s order appointing Mr. Garrie states that
3 Controller Mejia “will support Mr. Garrie, without further cost to the City . . . *per Daniel*
4 *Garrie’s discretion.*” Dkt. 1048 at 4 (emphasis added). Stated differently, the Court has
5 directed an elected City official to perform unpaid work at the “discretion” of an
6 unelected monitor who was not approved by the City Council—as if Mr. Garrie were
7 the sort of receiver whom the Alliance unsuccessfully urged the Court to appoint.
8 Dkt. 991 at 60. City residents entrusted Controller Mejia with discretion over how to
9 perform the functions of the City Controller—not to take orders from a third party like
10 Mr. Garrie.

11 Second, the Court has taken away from the people’s elected representatives and
12 given to Mr. Garrie the power to decide how to spend taxpayer funds. The Supreme
13 Court has explained that homelessness policy is best served by the “collective wisdom”
14 of the voters whose will is carried out by their elected officials. *Grants Pass*, 603 U.S.
15 at 560. The Court recognized that principle when it rejected the Alliance’s
16 unprecedented request to appoint a receiver to take control of the City’s response to the
17 homelessness crisis. Dkt. 991 at 60. But Mr. Garrie’s appointment will interfere with
18 the democratic process in much the same way that a receivership would. Mr. Garrie has
19 never offered a budget, so he will be free to spend taxpayer money on whatever
20 monitoring measures he deems essential—taxpayer money that the City Council could
21 otherwise allocated to its preferred homelessness programs or other essential matters.

22 This subversion of the City’s democratic institutions constitutes irreparable harm
23 justifying issuance of the requested stay. The Court’s order strips City residents of their
24 right to self-governance and democratic accountability in a way that no remedy could
25 undo. As the Ninth Circuit has recognized, “the harms involved in denying the duly
26 elected branches the policies of their choice” are irreparable. *Immigrant Defs. Law Cntr.*
27 *v. Noem*, 2025 WL 2017247, *13 (9th Cir. July 18, 2025) (citing *Trump v. CASA*, 606
28 U.S. 831, 860–62 (2025)). Damages cannot make up for the harms the City and its

1 residents will suffer if the City “lose[s] the discretion vested in [it] under state law to
2 allocate scarce resources among different [programs].” *Swain v. Junior*, 958 F.3d 1081,
3 1090 (11th Cir. 2020).

4 **3.** The City will suffer irreparable harm because it entered into the Settlement
5 Agreement with an expectation that the Agreement’s bargained-for terms would be
6 honored. *See, e.g., GM LLC v. Santa Monica Grp., Inc.*, 2010 WL 2740166, at *2 (C.D.
7 Cal. Jul. 9, 2010) (entering injunction to enforce a settlement agreement because plaintiff
8 would otherwise be “completely deprive[d] . . . of an important benefit of its bargain”).
9 One of those terms, set out in Section 7.2, is that the City will have the right to choose a
10 monitor. But this Court’s decision deprives the City of that right. And if the City
11 prevails on appeal, it will never be able to recover the time it spent under the watchful
12 eye of someone it never agreed to engage.

13 **III. A stay is in the public interest and would not harm the Alliance.**

14 Because the City has established a likelihood of success and irreparable harm, the
15 Court should consider whether a stay is in the public interest and would cause any harm
16 to the Alliance. *Immigrant Defs. Law Cntr.*, 2025 WL 2017247, at *4. Both of these
17 factors also support the requested stay.

18 The irreparable harms to the City are also irreparable harms to the public. All
19 residents of the City of Los Angeles stand to lose if the City’s scarce funds are spent at
20 the sole discretion of an unelected monitor who was not entrusted with that power by
21 the City Council. “The public interest is served by allowing [cities] clarity about their
22 budgets and programmatic capacities” and thus avoiding cuts to essential services. *City*
23 *& Cnty. of S.F.*, 783 F. Supp. 3d at 1202. Likewise, interference with the discretion of
24 City officials inflicts harm upon the public, who elected those officials. *Immigrant Defs.*
25 *Law Cntr.*, 2025 WL 2017247, at *13 (interfering with the discretion of an elected body
26 “inflict[s] irreparable injury to the interests of the government and the public”).

27 The Alliance, by contrast, won’t suffer any significant harm if Mr. Garrie is
28 unable to begin his work immediately. The relevant question at this stage is not whether

1 the Alliance would be harmed by the outright revocation of the appointment, but whether
2 it would be harmed by “the issuance of the stay” as the propriety of that appointment is
3 resolved in the court of appeals. *Nken*, 556 U.S. at 434. Pausing Mr. Garrie’s work
4 would not result in any harm because the City’s obligations under the agreement are not
5 immediately due, and if the Alliance believes immediate action is necessary, then the
6 Court could achieve that result by appointing a different monitor who meets the approval
7 of all parties. Any perceived prejudice to the Alliance can also be alleviated by seeking
8 an expedited appeal in the Ninth Circuit.

9 The City faces no immediate deadlines under the agreement; it agreed to create
10 12,915 housing or shelter solutions by June 13, 2027, Dkt. 775-1 at 1, and make 9,800
11 reductions of tents, makeshift shelters, cars, and RVs by June 30, 2026, Dkt. 668-1 at
12 82–84; Dkt. 713 at 2–3. And certain of the City’s obligations are currently paused
13 anyway under Section 8.2 of the Settlement Agreement, which provides that “[i]n the
14 event of fires,” “large scale civil disturbances,” and “any local or fiscal emergency
15 declared by the Mayor of Los Angeles and the Los Angeles City Council,” among other
16 things, “the obligations of the City . . . shall be paused, and the Parties agree to meet and
17 confer on any necessary and appropriate amendments to those obligations.” Dkt. 429-1
18 § 8.2. The City has been in a state of emergency since January 7, 2025, as a result of
19 the massive fires in and around Los Angeles. Dkt. 983-3. And the fires deepened the
20 fiscal crisis, requiring “immediate expenditure of public funds” to save lives and
21 property. Dkt. 983-5 at 4. The state of affairs worsened in June 2025, when civil unrest
22 erupted. Szabo Decl. Ex. C. Responding to the unrest cost the City over \$32 million,
23 pushing its already-strained finances further into the red. *Id.* Ex. C at 2. And due to the
24 City’s dire financial situation, the City declared a fiscal emergency on July 7. *Id.*
25 Exs. A–B. Any of those events was sufficient on its own to trigger a pause to the
26 agreement under the unambiguous language of Section 8.2; together, they compel the
27 conclusion that the City’s obligations are suspended.

28 The only looming deadline is the November 12, 2025 hearing regarding the

1 October 2025 status report. Dkt. 991 at 57. But the Alliance won't suffer irreparable
2 harm if that hearing is moved or if Mr. Garrie does not participate in it. To the extent
3 urgent action by any monitor is necessary, either in connection with the hearing or
4 otherwise, the Court could simply work with the City to obtain City Council approval
5 of a different monitor who is acceptable to all parties, including the City's elected
6 officials. In fact, the Alliance agreed that Mr. Galperin would be a suitable monitor
7 *without any co-monitor*, Dkt. 1033, and has also suggested that Controller Mejia could
8 serve as a co-monitor, Dkt. 1045 at 2. And the City has proposed seeking City Council
9 approval to have former City Controller Ron Galperin and Controller Mejia to serve as
10 the monitors. Dkt. 1045 at 1. If urgency is necessary, the Alliance and the Court could
11 simply permit the City to seek City Council approval of that alternative.

12 In sum, a stay will prevent irreparable harms to the City's budget and the broader
13 democratic process without harming the Alliance. The balance of interests favors a stay.

14 CONCLUSION

15 The Court should stay its order appointing Mr. Garrie as the monitor pending the
16 City's appeal from that order. At the very least, the Court should temporarily stay its
17 order until the Ninth Circuit has had an opportunity to assess for itself whether the order
18 should be stayed pending appeal.

1 DATED: October 22, 2025

Respectfully submitted,

2 GIBSON, DUNN & CRUTCHER LLP

3
4 By: /s/ Theane Evangelis
Theane Evangelis

5 GIBSON, DUNN & CRUTCHER LLP
6 THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
7 MARCELLUS McRAE, SBN 140308
mmcrae@gibsondunn.com
8 KAHN SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
9 BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
10 ANGELIQUE KAOUNIS, SBN 209833
akaounis@gibsondunn.com
11 PATRICK J. FUSTER, SBN 326789
pfuster@gibsondunn.com
12 333 South Grand Avenue
Los Angeles, California 90071-3197
13 Telephone: 213.229.7000
Facsimile: 213.229.7520

14 HYDEE FELDSTEIN SOTO, SBN 106866
15 VALERIE L. FLORES, SBN 138572
ARLENE N. HOANG, SBN 193395
16 JESSICA MARIANI, SBN 280748
200 North Main Street, City Hall East, 6th
17 Floor
Los Angeles, California 90012
18 Telephone: 213.978-7508
Facsimile: 213.978.7011
19 Email: arlene.hoang@lacity.org

20 *Attorneys for Defendant*
21 *CITY OF LOS ANGELES*

GIBSON, DUNN & CRUTCHER LLP
THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
MARCELLUS MCRAE, SBN 140308
mmcrae@gibsondunn.com
KAHN A. SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
ANGELIQUE KAOUNIS, SBN 209833
akaounis@gibsondunn.com
PATRICK J. FUSTER, SBN 326789
pfuster@gibsondunn.com
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

HYDEE FELDSTEIN SOTO, SBN 106866
VALERIE L. FLORES, SBN 138572
ARLENE N. HOANG, SBN 193395
JESSICA MARIANI, SBN 280748
200 North Main Street, City Hall East, 6th Floor
Los Angeles, California 90012
Telephone: 213.978-7508
Facsimile: 213.978.7011
Email: arlene.hoang@lacity.org

Attorneys for Defendant
CITY OF LOS ANGELES

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,
et al.,

Plaintiff,

v.

CITY OF LOS ANGELES, a Municipal
entity, et al.,

Defendant.

CASE NO. 2:20-cv-02291 DOC (KES)

**DECLARATION OF MATTHEW
SZABO IN SUPPORT OF EX
PARTE APPLICATION FOR
STAY OF ORDER APPOINTING
DANIEL GARRIE AS MONITOR
PENDING APPEAL**

Honorable David O. Carter,
United States District Judge

Action Filed: March 10, 2020

1 I, Matthew Szabo, declare as follows:

2 1. I make this declaration in support of the City of Los Angeles's *Ex Parte*
3 Application for a Stay Pending Appeal. The information set forth in this declaration is
4 true and based on my own personal knowledge, unless otherwise stated. If called as a
5 witness, I could and would testify thereto.

6 2. I am currently serving as the City Administrative Officer for the City of
7 Los Angeles and have held this position since July 2021. In this role, my primary
8 responsibility is to be the principal financial advisor to the Mayor and City Council. In
9 this capacity, I assist the Mayor in developing the annual budget and assist the City
10 Council in reviewing and approving the annual budget. I am also responsible for making
11 revenue projections and negotiating wages and benefits for all of the City's employees.

12 3. On June 14, 2025, the City Attorney submitted a draft resolution declaring
13 a fiscal emergency to the City Council. Attached as **Exhibit A** is a true and correct copy
14 of the June 14, 2025 draft resolution submitted by the City Attorney to the City Council.

15 4. On June 24, 2025, the City Council voted unanimously to pass the
16 resolution declaring a fiscal emergency. On July 3, 2025 the Mayor approved the
17 resolution. Attached as **Exhibit B** is a true and correct copy of the action of the City
18 Council, which also reflects the Mayor's approval.

19 5. Attached as **Exhibit C** is a true and correct copy of a June 20, 2025 Report
20 from the Office of the City Administrator providing the second preliminary estimates of
21 the cost to the City of responding to the June 2025 civil unrest.

22 6. On Saturday, October 18, 2025, I received an email from Daniel Garrie
23 with the subject "Daniel Garrie Inquiry at the Direction of Judge Carter (via Kenneth
24 Mejia)." Attached to Mr. Garrie's email was an Excel file with three separate
25 worksheets with various questions about the City's Quarterly Report; the data systems
26 used by the City, LAHSA, LAHD, and HACLA; and "General Questions." In total, the
27 Excel file contains over 700 questions. A true and correct copy of that email and the
28 accompanying Excel file is attached as **Exhibit D**.

1 7. I responded to Mr. Garrie's email on Monday, October 20, 2025, noting
2 "Received."

3 8. On Tuesday, October 21, 2025, I received another email from Sonya
4 Morgan, who apparently works with Mr. Garrie, asking for a "timeline of when we can
5 expect to receive the information for the spreadsheet that Monitor Garrie provided," and
6 asking me to confirm my availability for interviews. A true and correct copy of that
7 email is attached as **Exhibit E**.

8 I declare under penalty of perjury under the laws of the United States that the
9 foregoing is true and correct, and that I executed this Declaration in Los Angeles,
10 California. Executed this 22nd day of October, 2025.

11
12 

13 _____
Matthew Szabo

Exhibit A

**RESOLUTION DECLARING A STATE OF EMERGENCY
BASED ON FISCAL CIRCUMSTANCES RESULTING FROM DECREASED
REVENUE AND INCREASED LIABILITIES**

WHEREAS, the City of Los Angeles (City) has faced challenges achieving its revenue, expenditures, and General Fund reserve targets set forth in the City's Fiscal Year 2024-25 Adopted Budget;

WHEREAS, the First Financial Status Report (FSR) for Fiscal Year 2024-25 in regard to the Fiscal Year 2024-25 Adopted Budget released by the City Administrative Officer (CAO) on October 25, 2024, reported that revenues were at risk of falling short of plan because of missed Fiscal Year 2023-24 revenue projections of \$51.6 million below target, particularly in the economically sensitive categories of business and transient occupancy taxes;

WHEREAS, the First FSR for Fiscal Year 2024-25 also reported that due to actual General Fund revenues for Fiscal Year 2023-24 falling short by \$51.6 million and year-end transfers from the Reserve Fund to address spending in Fiscal Year 2023-24, the Reserve Fund balance, as of July 1, 2024, was approximately \$330.6 million, or 4.1 percent of budgeted General Fund revenues, an amount that is below the aspired five percent minimum threshold established by Los Angeles Administrative Code Section 5.120(a) and below the 5.1 percent of General Fund revenue target the Fiscal Year 2024-25 Adopted Budget assumed;

WHEREAS, in the First FSR for Fiscal Year 2024-25, the CAO identified a Reserve Fund balance that had further decreased since July 1, 2024, to approximately \$312.8 million, or 3.9 percent of budgeted General Fund revenues, as well as projected overspending of approximately \$216 million, driven in part by increases to the City's liability expenditures in excess of the amounts appropriated from civil lawsuits, Fire Department expenditures, General Services Department expenditures, and other spending, that the CAO warned would, absent measures to curtail spending, further diminish the City's Reserve Fund;

WHEREAS, the City Council adopted certain recommended austerity measures set forth in the First FSR to curtail spending and limit liability expenditures;

WHEREAS, on December 6, 2024, the CAO released its Second FSR for Fiscal Year 2024-25 to provide an update on the projected expenditures and revenues for Fiscal Year 2024-25 and the status of the Reserve Fund;

WHEREAS, the Second FSR identified approximately \$296.1 million in expenditures above plan for Fiscal Year 2024-25, largely attributable to liability claims and costs and Fire Department over-expenditures related to a recently approved fire sworn labor agreement, and noted that the projected revenue growth in the Fiscal Year 2024-25 Adopted Budget was likely overstated;

WHEREAS, the Second FSR stressed continued exposure and depletion of the City's Reserve Fund to counterbalance spending would be required unless over spending could be curtailed with more aggressive austerity measures;

WHEREAS, beginning on January 7, 2025, the City endured unprecedented windstorm driven wildfires, including a severe fire that originated in the Pacific Palisades neighborhood (Palisades Fire) of the City;

WHEREAS, on January 7, 2025, the Mayor issued a Declaration of Local Emergency to protect the health, safety, and welfare of the residents and property of the City on account of the wildfires;

WHEREAS, according to the California Department of Forestry and Fire Protection, almost 24,000 acres were burned in the Palisades Fire, with an estimate of more than 7,800 structures damaged or destroyed in the affected areas, as well as the loss of several lives;

WHEREAS, on February 28, 2025, the CAO released its Third (Mid-Year) FSR for Fiscal Year 2024-25;

WHEREAS, the Mid-Year FSR identified \$300.5 million in expenditures above Fiscal Year 2024-25 Adopted Budget appropriations, largely attributed to continued growth in liability claims and litigation costs, Fire Department over-expenditures related to the fire sworn labor agreement, the response to the January 2025 windstorm and wildfire events, Police Department expenditures, worker's compensation benefits, and GSD fleet maintenance expenditures;

WHEREAS, the Mid-Year FSR presented downside revenue risks facing the City due to unemployment, stagnation of City tax collections, and modest decrease of property tax revenues from anticipated reassessments of properties damaged by the wildfires;

WHEREAS, due to these risks, in the Mid-Year FSR the CAO projected that, based on economic trends and potential impacts from the wildfires, revenues for Fiscal Year 2024-25 may fall short of projections in the Fiscal Year 2024-25 Adopted Budget by \$100 million or more;

WHEREAS, the Mid-Year FSR also identified that the Reserve Fund balance was at \$264.5 million, or 3.28 percent of budgeted General Fund revenues, which could critically drop to under two percent if the City utilized the Reserve Fund to address all overspending;

WHEREAS, in response to the recommendations in the Mid-Year FSR related to addressing overspending while preserving the Reserve Fund, the City Council and Mayor adopted certain fiscal solutions to offset the projected lower revenues, including \$76 million in extraordinary appropriation reductions and funding sweeps, continued

hiring constraints, and that departments absorb or manage remaining spending within existing funds and retain any projected surpluses to the greatest extent possible, which caused considerable service impacts and limited departments' ability to plan activities and have confidence that funding would remain available for longer-term projects;

WHEREAS, the Mid-Year FSR also noted that the City is facing uncertainty as the federal government considers and attempts to implement policies that economists have characterized as inflationary, which would put additional pressures on the City's economically sensitive revenues;

WHEREAS, on March 19, 2025, the CAO discussed the Mid-Year FSR with the City Council and presented areas of concern and projected a Fiscal Year 2025-26 General Fund budget gap of up to \$1 billion primarily due to declining revenues, the need to restore the Reserve Fund minimum funding, and increased pensions contributions and liability claims, and emphasized that this was a structural problem that would require structural budget solutions;

WHEREAS, on April 25, 2025, S&P Global Ratings (S&P) lowered its long-term rating on the City's general obligation bonds to "AA-" (from "AA") and lowered its rating on the Municipal Improvement Corporation of Los Angeles Lease Revenue Bonds to "A+" (from "AA-") with a Negative Outlook;

WHEREAS, S&P noted that "the downgrade reflects the City's weakening financial position and an emerging structural imbalance" and that "the rapid pace of the reserve deterioration over the last two fiscal years and increasing threats to budget balance highlight the near-term credit risk;"

WHEREAS, on May 1, 2025, Kroll Bond Rating Agency, LLC (KBRA) also lowered its long-term ratings on the City's general obligation bonds to "AA" (from "AA+") and on the Municipal Improvement Corporation of Los Angeles Lease Revenue Bonds to "AA-" (from "AA") with a Negative Outlook;

WHEREAS, KBRA noted that "declining revenues, rising labor and liability expenses, weakened reserves, and wildfire recovery costs and impacts...create significant fiscal risks over the outlook horizon;"

WHEREAS, the recent rating downgrade actions reflect the rating agencies' independent assessment of the City's creditworthiness, which presently include significant credit challenges which, in order to improve its financial condition, the City must address by restoring its reserves, making structural changes, and taking extraordinary expenditure reduction measures;

WHEREAS, the failure to restore the Reserve Fund to the minimum level policy goal of five percent of General Fund revenues as aspired to in Los Angeles Administrative Code Section 5.120(a) hinders the City's ability to continue the current level of City services, including obligatory employee related costs, and to address any

unanticipated but not unusual overspending or revenue losses that emerge during a fiscal year without severely cutting spending during the year that tend to result in service reductions that cannot take the City priorities into account;

WHEREAS, the failure to restore the Reserve Fund to the minimum level policy goal further hinders the City's ability to address potential extraordinary challenges, such as natural disasters or civil unrest, that periodically occur but cannot be specifically predicted;

WHEREAS, the aforesaid challenges concerning the Fiscal Year 2024-25 Adopted Budget have demonstrated that the City is facing structural budget challenges that require the City's Fiscal Year 2025-26 Adopted Budget include structural solutions, most notably in the form of position eliminations;

WHEREAS, on April 21, 2025, the Mayor released the Fiscal Year 2025-26 Proposed Budget, which needed to address a projected budget gap as high as \$1 billion due to continuing increases in personnel costs, revenue growth below historical average, the restoration of reserves to policy levels, increased funding for liability claims, and General Fund subsidies to the solid waste system;

WHEREAS, to address the budget gap, and to provide the foundation for long-term structural budget balance, the Mayor proposed a number of significant actions, including the elimination of 1,647 filled and 1,076 vacant positions, the elimination and/or deferral of various expenses, including the annual contribution to the Public Matching Campaign Trust Fund, and the reduction of General Fund subsidies for solid waste by increasing refuse collection fees, which was projected to save the General Fund approximately \$105 million;

WHEREAS, on May 30, 2025, following weeks of budget hearings, faced with ongoing economic uncertainty, the City Council approved a revised budget for Fiscal Year 2025-26, which the Mayor signed on June 6, 2025, making certain changes to the Mayor's proposed budget, including reducing the number of filled positions eliminated to 614 and reducing the number of vacant positions to be eliminated to 961, reducing police officer hiring from 480 recruits to 240 recruits, reducing several new and enhanced services in the Fire Department, reducing a number of Council and Mayor discretionary accounts by 10 percent, and increasing General Fund revenues such as through a new business tax auditing program, various cost recovery fee increases, and a parking meter price increase;

WHEREAS, the Fiscal Year 2025-26 Adopted Budget appropriates \$121.8 million for the restoration of the Reserve Fund to \$419.9 million, or 5.13 percent of General Fund revenues as projected in the budget;

WHEREAS, simultaneous with its approval of the Fiscal Year 2025-26 Adopted Budget, the City Council recognized the need to declare a fiscal emergency to allow for the implementation of certain budget balancing solutions, specifically the elimination of

614 filled positions to the extent that eliminating those positions will result in a layoff of any current City employees, and withholding the Charter required transfer to the Public Matching Campaign Trust Fund of \$4,152,900 pursuant to Charter Section 471(c)(1);

WHEREAS, due to the continued risk of elevated tariffs and their impact on global trade and tourism and revenue in the City, volatile market conditions, the risk of the loss of federal funds, economic uncertainty and ongoing recovery from the January 2025 wildfires, immediate action must be taken to lay the foundation for long-term structural budget balancing; and

WHEREAS, immediate and comprehensive action to reduce spending as included in the Fiscal Year 2025-26 Adopted Budget, including reducing employee payroll costs, must be taken to ensure, to the maximum extent possible, that the essential services of the City are not jeopardized, public health and safety are preserved, and the City is able to pay its remaining employees for the work they perform.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of Los Angeles, by virtue of the power and authority vested in it by the City Charter and the Los Angeles Administrative Code, does hereby adopt the foregoing recitals as findings and does hereby determine and declare that an emergency pursuant to Government Code Section 3504.5 and Los Angeles Administrative Code Section 4.859 exists, and that the City has complied with Los Angeles Administrative Code Section 4.850(b), and issues this Order to become effective immediately;
2. The Mayor, through the appointing authorities, adopt a plan to implement layoffs, and other methods of reducing employee payroll expense, including the abolishment of positions in Fiscal Year 2025-26 in sufficient number, and at the levels necessary to ensure and improve the City's fiscal stability as set forth in the Fiscal Year 2025-26 Adopted Budget; and
3. The City Council, as determined by a two-thirds vote, will forego the appropriation of any funds to the Public Matching Campaign Trust Fund pursuant to Charter Section 471(c)(1) for Fiscal Year 2025-26, after finding that: (i) an emergency exists; and (ii) the Trust Fund has the required balance after due consideration of the Ethics Commission's analysis regarding projected costs and estimated public funding needs over the next four years.

Exhibit B

VACANT
EXECUTIVE OFFICER



KAREN BASS
MAYOR

Council and Public Services Division
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213) 978-1040

PATRICE Y. LATTIMORE
DIVISION MANAGER
CLERK.LACITY.GOV

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

Council File No.: 25-0600-S36
Council Meeting Date: June 24, 2025
Agenda Item No.: 60
Agenda Description: COMMUNICATION FROM THE CITY ATTORNEY and RESOLUTION relative to declaring a State of Emergency based on fiscal circumstances resulting from decreased revenue and increased liabilities for Fiscal Year 2025-26.
Council Action: COMMUNICATION FROM THE CITY ATTORNEY AND RESOLUTION - ADOPTED FORTHWITH
Council Vote:

YES	Blumenfield	YES	Harris-Dawson	YES	Hernandez
YES	Jurado	YES	Hutt	YES	Lee
YES	McOsker	YES	Nazarian	YES	Padilla
YES	Park	YES	Price Jr.	YES	Raman
ABSENT	Rodriguez	YES	Soto-Martínez	YES	Yaroslavsky

PETTY F. SANTOS
INTERIM CITY CLERK

Pursuant to Charter/Los Angeles Administrative Code Section(s): 341

FILE SENT TO MAYOR
LAST DAY FOR MAYOR TO ACT

06-24-2025
07-07-2025

APPROVED

7/3/2025

Szabo Decl. Ex. B - 11

DATE SIGNED

Adopted Report(s) Title

Report from City Attorney dated 6-14-25

Attachment to Report dated 6-14-25 - Resolution

Exhibit C

REPORT FROM**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**

Date: June 20, 2025

CAO File No. 0220-06331-0002

Council File No. 25-0666

Council District: All

To: City Council

From: Matthew W. Szabo, City Administrative Officer

Subject: **SECOND PRELIMINARY ESTIMATE OF CITY RESPONSE COSTS TO JUNE 2025 ICE-RELATED PROTESTS**

RECOMMENDATION

That the City Council, subject to the approval of the Mayor:

1. Authorize a loan of up to \$17,310,141 from the Reserve Fund by transferring up to \$17,310,141 from the Reserve Fund No. 101 through the Unappropriated Balance, Fund No. 100/58 and appropriate therefrom to the Los Angeles Police Department, Fund No. 100/70, Account No. 001092, Overtime Sworn, as a loan to LAPD to pay for cash sworn overtime through the end of the Fiscal year 2024-25;
2. Instruct the City Administrative Officer to present a repayment plan for this Reserve Fund loan in the amount of \$17,310,141, no later than 90 days from July 1, 2025 to ensure the Reserve Fund remains above the 5 percent of General Fund in 2025-26;
3. Authorize the City Administrative Officer to make technical corrections as necessary to implement the above instructions.

DISCUSSION

Beginning June 6, 2025, the City began experiencing recurring protests associated with the Federal Immigration and Customs Enforcement (ICE) actions in the greater Los Angeles region. On June 10, 2025, the Mayor proclaimed a Local Emergency and enacted a curfew in the Downtown Los Angeles area, which was lifted effective June 17, 2025.

The purpose of this report is to provide updated cost information on the event including the impact on the Los Angeles Police Department's (LAPD) sworn overtime account. As previously reported, LAPD had identified a need for supplemental funding in their sworn overtime account as the overtime incurred for both regular operations as well as that incurred by this event exceeded available funds. In order to meet immediate payroll needs for the pay period ending June 14, 2025, Council provided \$5 million via a Rule 23 Motion on June 18, 2025. In this report we are addressing the funding needed to ensure that LAPD overtime for the remainder of the fiscal year is covered to avoid any need to bank time.

While this event is not a reimbursable event from state or federal sources, this Office did direct departments to report their costs in a fashion similar to reimbursable events. Therefore, the

amounts previously reported for LAPD only included the amounts associated with the direct response to the protests and not any costs for the citywide tactical alert. This appears to be a function of the process this Office used, which is the same one that we use for reimbursable events and is focused on collecting the preliminary estimates for reporting to our state and federal partners. As this process is focused on reimbursable expenditures, and expenses associated with a citywide tactical alert are not reimbursable, LAPD understandably did not include those sworn overtime costs in their original submission. The CAO is re-evaluating its cost instructions to Departments to ensure that in future similar situations, our instructions are clearer in these non-typical, non-reimbursable events.

However, the citywide tactical alert, wherein LAPD held over officers to ensure they had sufficient resources to respond to events beyond the protests, is a contributing factor to the shortfall in LAPDs sworn overtime account. Attachment 1 to this report now reflects the overall estimated costs of LAPD's response including the tactical alert through June 17, 2025. With the addition of this information, the total costs for protest related response is now slightly more than \$32 million.

In terms of LAPD's sworn overtime needs, Attachment 2 provides LAPD's estimate of funding needs 2025 through the end of the fiscal year as of June 18, 2025. The total amount needed for this is \$22.3, of which \$5 million was provided by the Rule 23 motion on June 18, 2025. The remaining \$17.3 million is now needed and recommended for transfer from the Reserve Fund as a loan to close out the fiscal year. The \$17.3 million provides for the following:

- Base overtime typically incurred by the Department adjusted for the Juneteenth Holiday and FSLA mandated overtime that happens during the second pay period of the deployment period.
- 3 days of protest and tactical alert overtime
- Other payroll adjustments that are also typically associated with the second pay period that were not captured in the baseline overtime calculation.
- Two days of the current fiscal year that will be paid out in the new fiscal year

It should be noted that it is typical to have a pay period that spans two fiscal years. The standard accounting practice in these situations is that Department's encumber the amount from the current fiscal year to have available in the new fiscal year when actual payment occurs so that all expenditures are recorded against the appropriate fiscal year appropriations.

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will reduce the Reserved Fund by \$17,310,141 and could leave the City under the 5 percent threshold we strive to maintain. To mitigate this, the CAO is directed to report back on the funds needed to restore the Reserve Fund to at or above the 5 percent required by the Charter.

FINANCIAL POLICIES STATEMENT

Approval of the recommendations in this report comply with the City's Financial Policies in that to the extent the Reserve Fund loan reduces the Reserve Fund below the 5 percent policy minimum, the funds will be replenished by a future action.

MWS:PJH:

LAPD Estimated Overtime Needs through Fiscal Year End		
Available Funding as of 5/31/2025 (end of PP 24)	26,774,496	Notes/Assumptions
Baseline Overtime	(10,154,923)	Estimated based on average pay out PP01-13 (pre-Palisades)
Palisades Security	(2,676,185)	Code 11 (Natural Disaster) based on overtime entries in the Overtime Online System (OLOTS) through 6/14/2024
Protest-Related Incidents	(10,377,601)	Code 17 (SafeLA) Employees directly assigned to the Protest incident, based on overtime entries in the Overtime Online System (OLOTS) through 6/14/2024
Protest-Related MOU25 Overtime	(141,972)	MOU25 provisioned overtime based on AFDR estimates
Citywide Tactical Alert (From 6/07/25 through 6/14/25 or 8 days)	(7,568,721)	Code 48 (Tactical Alert) Employees held over due to a Citywide Tactical Alert, but not deployed to the above incident, issued for unusual occurrence, due to civil unrest late 6/6/2025 through 6/14/2025, based on overtime entries in the Overtime Online System (OLOTS) through 6/14/2024
Estimated Shortfall for PP 25	(4,144,907)	
Estimated OT Costs Through End of Fiscal Year		Tactical Alert lifted 6/17/25 at 7:52 pm
Baseline Overtime	(11,094,923)	Assumes same baseline amount from above, plus \$665K estimate for Juneteenth and FLSA-related payment of \$275K that typically occurs in 2nd pay period of deployment period
Funding for two days 6/29/2025 thru 6/30/2025 that will be part of PP 1 and paid in July 2025	(2,122,379)	2 days based on \$10.154M above, inclusive of 4.5% COLA increase per MOU24 eff 6/29/2025
6/15/2025 (Sunday) Estimated Cost for Civil Unrest	(1,828,269)	Based on AFDR estimate as of 6/16/2025, assumes 4% allowance for potential additional OT not reflected in the AFDR (eg travel time, flag down, admin work)
Estimated Cost for Civil unrest from 6/16/2025 through 6/17/2025	(78,294)	Based on AFDR as of 6/18/2025, assumes 4% allowance for potential additional OT not reflected in the AFDR (eg travel time, flag down, admin work)
Citywide Tactical Alert (from 6/15/25 through 6/17/25 or 3 days)	(2,838,270)	Estimate based on end of Tactical alert end of day 6/17/2025
Payroll Adjustments	(203,098)	Allowance for payroll adjustments or MOU-mandated cash payouts (eg MOU25 buy downs; hourly rate adjustment; bonus adjustments) that typically occur only in 2nd pay period of deployment period
Total Estimated Costs through 6/30/2025	(18,165,234)	
Estd. Shortfall as of 6/30/25 (Civil unrest is only until 6/17)	(22,310,141)	
Less: proposed transfer per Special Motion dated 06/18/2025	5,000,000	for PP25
Balance	(17,310,141)	for PP26 through June 30, 2025

June 2025 Protests Preliminary Cost Estimate						
Department Name	Emergency Protective Measures	Debris/Graffiti Removal	Structural Damage	Equipment Damage	Total	
City Attorney	610	-	-	-	\$	610
City Tourism Department	48,586	-	-	-	\$	48,586
Disability	7,070	-	-	-	\$	7,070
GSD-Building Maintenance	-	-	537,000	-	\$	537,000
GSD-Construction Forces Division	-	-	56,000	-	\$	56,000
Information Technology Agency	14,100	-	-	-	\$	14,100
Department of Water and Power	20,000	-	5,000	-	\$	25,000
Los Angeles Fire Department	1,169,362	-	-	-	\$	1,169,362
Los Angeles Fire and Police Pensions	-	250	-	-	\$	250
Los Angeles Police Department	29,294,746	-	-	238,497	\$	29,533,243
Los Angeles Public Library	-	1,000	-	-	\$	1,000
Board of Public Works	-	85,713	-	-	\$	85,713
PW Bureau of Sanitation	2,363	-	-	-	\$	2,363
PW Bureau of Street Lighting	-	-	32,601	-	\$	32,601
PW Bureau of Street Services	72,776	300,434	150,000	-	\$	523,210
Recreation and Parks	1,000	5,000	-	-	\$	6,000
Total	\$ 30,630,611	\$ 392,397	\$ 780,601	\$ 238,497	\$	32,042,107

Exhibit D

----- Forwarded message -----

From: **Daniel B. Garrie** <Daniel@lawandforensics.com>

Date: Sat, Oct 18, 2025, 3:12 AM

Subject: Daniel Garrie Inquiry at the Direction of Judge Carter (via Kenneth Mejia)

To: matt.szabo@lacity.org <matt.szabo@lacity.org>

Cc: dinah.manning@lacity.org <dinah.manning@lacity.org>, kenneth.mejia@lacity.org <kenneth.mejia@lacity.org>, Michele <michele@michelecmartinez.com>, Sonya Morgan <smorgan@lawandforensics.com>, Daniel B. Garrie <Daniel@lawandforensics.com>

Dear Mr. Szabo,

My name is Daniel Garrie, and I have been appointed as the Data Monitor in the matter at caption. I received your contact information from Controller Kenneth Mejia. He indicated that the City Administrative Officer's Office compiles the Alliance Quarterly Reports and that I should reach out to you regarding the data used in the October 2025 Quarterly Report ([Dkt. 1051](#)).

Accordingly, I have attached a spreadsheet containing specific questions that require responses concerning the data contained in that report. If you are able to provide the requested information, please do so directly in the spreadsheet. If there are questions relating to systems or data sources that are best answered by others on your team, please let me know so we can coordinate accordingly.

Additionally, I would like to schedule an interview with you, or a member of your team who can answer these questions, next week, Thursday, October 23, 2025. My colleague, Sonya Morgan, will reach out on Monday with available times to coordinate this meeting. I would also like to tentatively schedule an in-person interview with you (or your colleagues) on October 28, 2025, given the Nov. 12, 2025 deadline set by the court.

Thank you for your cooperation, and please do not hesitate to contact me if you have any questions in the meantime.

Please keep Sonya Morgan on cc for all communications and reach out to her if you are not able to reach me directly.

Best regards,
Daniel Garrie
Data Monitor

Daniel B. Garrie, Esq.

Founder, Law & Forensics LLC
Neutral, Arbitrator, Mediator, JAMS
Adjunct Lecturer at Harvard

Phone: 855-529-2466; Email: daniel@lawandforensics.com; Web: www.lawandforensics.com

Discover L&F's world-class [Expert Witness panel](#) delivering critical testimony in high-stake cases.

Schedule a meeting https://calendly.com/danielgarrie/catchup_dgarrie

daniel@lawandforensics.com

Confidentiality Statement: The information in this transmission is privileged and confidential information intended to use the individual or entity named above. If the reader of this message is not the intended recipient, you are at this moment notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and delete it. Thank you.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

No.	Council District	Intervention Type	Project Type	Address / Location	Units/Beds (1)	Status	Open & Occupiable Date	Total PEH Served (2)	Monitor Garrie's Questions
1	1	PSH	Prop HHH	Washington View Apartments 720 W WASHINGTON BLVD Los Angeles, CA 90015	91	Open	6/30/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
2	10	PSH	Non-Prop HHH	PATH Villas Montclair/Gramercy(Recap-Site 2 of 2) 3317 W WASHINGTON BLVD Los Angeles, CA 90018	16	Open	7/26/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
3	8	PSH	Prop HHH	Chesterfield 4719 S NORMANDIE AVE Los Angeles, CA 90037	42	Open	8/3/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
4	13	PSH	Prop HHH	HiFi Collective 3200 W TEMPLE ST Los Angeles, CA 90026	58	Open	8/17/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
5	10	PSH	Prop HHH	Adams Terrace 4314 W ADAMS BLVD Los Angeles, CA 90018 4347 W ADAMS BLVD Los Angeles, CA 90018	43	Open	9/21/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
6	3	PSH	Prop HHH	Bell Creek Apartments 6940 N OWENSMOUTH AVE Canoga Park, CA 91303	41	Open	9/23/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

7	14	PSH	Non-Prop HHH	LAMP Lodge 660 S STANFORD AVE Los Angeles, CA 90021	81	Open	10/4/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
8	7	PSH	Prop HHH	Silva Crossing (fka Link at Sylmar) 12667 SAN FERNANDO ROAD Sylmar, CA 91342	55	Open	10/11/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
9	10	PSH	Prop HHH	Berendo Sage 1035 S BERENDO ST LOS ANGELES, CA 90006	21	Open	10/14/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
10	10	PSH	Prop HHH	Amani Apartments (fka Pico) 4200 W PICO BLVD Los Angeles, CA 90019	53	Open	10/17/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
11	9	PSH	Prop HHH	Hope on Broadway 5138 S BROADWAY Los Angeles, CA 90037	48	Open	11/1/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
12	8	PSH	Homekey 2	6521 Brynhurst	40	Open	11/14/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
13	1	PSH	Homekey 2	740 Alvarado (14)	74	Open	11/15/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

14	10	PSH	Homekey 2	5050 Pico (15)	76	Open	11/30/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
15	1	PSH	Prop HHH	Firmin Court 418 N FIRMIN ST Los Angeles, CA 90026	45	Open	12/16/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
16	7	PSH	Homekey 2	10150 Hillhaven (16)	27	Open	12/20/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
17	11	PSH	Prop HHH	VA Building 207 11301 WILSHIRE BLVD #207 Los Angeles, CA 90025	59	Open	12/22/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
18	4	IH	Interim Housing	Highland Gardens 7047 Franklin Ave Los Angeles, CA 90028	143	Open	12/27/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
19	3	PSH	Prop HHH	Reseda Theater Senior Housing (Canby Woods West) 7221 N CANBY AVE Reseda, CA 91335	13	Open	12/30/2022	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
20	9	IH	Interim Housing (Hotel/Motel Booking Agreement)	Sahara Inn (5)(6)	24	Open	1/5/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

21	7	PSH	Prop HHH	Summit View Apartments 11800 W KAGEL CANYON ST Sylmar, CA 91342	48	Open	1/6/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
22	6	PSH	Homekey 2	14949 Roscoe	29	Open	1/15/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
23	9	IH	Interim Housing Hotel/Motel Occupancy Agreement	Deluxe Inn (5)	19	Open	1/24/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
24	15	PSH	Prop HHH	Watts Works 9500 S COMPTON AVE Los Angeles, CA 90002	24	Open	1/27/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
25	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Crenshaw Inn (5)(6)	13	Open	1/30/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
26	13	IH	Interim Housing (Hotel/Motel Booking Agreement)	Las Palmas (5)(6)	46	Open	1/31/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
27	9	IH	Interim Housing (Hotel/Motel Booking Agreement)	Lux Inn (5)(6)	20	Open	2/6/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

28	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Budget Motel (5)(6)	19	Open	2/13/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
29	13	IH	Interim Housing (Hotel/Motel Booking Agreement)	Hotel Silver Lake (5)(6)	55	Open	2/14/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
30	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Hilltop Motor Inn (5)(6)	21	Open	2/16/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
31	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Hyde Park Motel (5)(6)	17	Open	2/21/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
32	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Atlas Motel (5)(6)(10)	0	Open	2/28/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
33	9	IH	Interim Housing Hotel/Motel Occupancy Agreement	Top Hat Motel (5)	26	Open	3/2/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
34	3	IH	Interim Housing Hotel/Motel Occupancy Agreement	Motel 6 (5)	71	Open	3/9/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

35	9	IH	Interim Housing (Hotel/Motel Booking Agreement)	Park Motel (5)(6)	11	Open	3/13/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
36	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Rosa Bell (5)(6)	22	Open	3/13/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
37	14	IH	Interim Housing Hotel/Motel Occupancy Agreement	Highland Park Motel (5)	25	Open	3/13/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
38	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Cornett Motel (5)(6)	18	Open	3/16/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
39	8	IH	Interim Housing Hotel/Motel Occupancy Agreement	Full Moon Inn (5)(9)	20	Open	3/20/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
40	5	PSH	Prop HHH	11010 Santa Monica 11010 W SANTA MONICA BLVD Los Angeles, CA 90025	50	Open	3/20/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
41	13	PSH	Prop HHH	Ambrose (fka 1615 Montana St.) 1611 W MONTANA ST Los Angeles, CA 90026	63	Open	3/22/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

42	10	PSH	Prop HHH	Vermont Corridor Apartments (fka 433 Vermont Apts) 433 S VERMONT AVE Los Angeles, CA 90020	36	Open	3/31/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
43	11	PSH	Prop HHH	Building 205 11301 WILSHIRE BLVD Los Angeles, CA 90073	67	Open	4/10/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
44	8	PSH	Prop HHH	Depot at Hyde Park 6527 S CRENSHAW BLVD Los Angeles, CA 90043	33	Open	4/10/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
45	1	PSH	Prop HHH	Ingraham Villa Apartments 1218 INGRAHAM ST LOS ANGELES, CA 90017	90	Open	4/19/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
46	6	PSH	Prop HHH	Talisa (fka 9502 Van Nuys Blvd) 9502 N VAN NUYS BLVD Panorama City, CA 91402	48	Open	4/19/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
47	11	PSH	Prop HHH	Building 208 11301 WILSHIRE BLVD #208 LOS ANGELES, CA 90073	53	Open	4/21/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
48	9	IH	Interim Housing (Hotel/Motel Booking Agreement)	Jolly Motel (5)(6)	12	Open	4/27/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

49	9	IH	Interim Housing Hotel/Motel Occupancy Agreement	Central Inn (5)	24	Open	4/27/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
50	8	PSH	Prop HHH	Asante Apartments 11001 S BROADWAY Los Angeles, CA 90061	54	Open	5/18/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
51	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Paradise Inn (5)(6)	19	Open	5/23/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
52	13	IH	Interim Housing (Hotel/Motel Booking Agreement)	Monterey Inn (5)(6)(10)	0	Open	5/29/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
53	15	IH	Interim Housing (Hotel/Motel Booking Agreement)	Horizon Inn (5)(6)	13	Open	5/30/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
54	8	PSH	Prop HHH	West Terrace (fka Silver Star II) 6576 S WEST BLVD LOS ANGELES, CA 90043	56	Open	5/30/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
55	15	IH	Interim Housing (Hotel/Motel Booking Agreement)	Palm Motel (5)(6)	15	Open	5/31/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

56	13	PSH	Prop HHH	PATH Villas Hollywood 5627 W FERNWOOD AVE HOLLYWOOD, CA 90028	59	Open	6/2/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
57	9	PSH	Prop HHH	Broadway Apartments 301 W 49TH ST 1-30 LOS ANGELES, CA 90037	34	Open	6/22/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
58	7	IH	Interim Housing (Hotel/Motel Booking Agreement)	Budget Sepulveda (5)(6)	33	Open	7/3/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
59	8	PSH	Prop HHH	Hope on Hyde Park - MP/TOC/PSH 6501 S CRENSHAW BLVD Los Angeles, CA 90043	97	Open	7/7/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
60	6	PSH	Homekey 2	7639 Van Nuys (17)	30	Open	7/13/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
61	10	PSH	Prop HHH	Mariposa Lily 1055 S MARIPOSA AVE Los Angeles, CA 90006	20	Open	7/31/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
62	1	PSH	Non-Prop HHH	West Third Apartments 1900 W 3RD ST Los Angeles, CA 90057	136	Open	8/7/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

63	2	PSH	Prop HHH	Sun Commons 6329 N CLYBOURN AVE North Hollywood, CA 91606	51	Open	8/7/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
64	14	PSH	Homekey 2	1044 Soto	84	Open	9/5/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
65	6	IH	Interim Housing (Hotel/Motel Booking Agreement)	Palm Tree Inn (5)(6)	39	Open	9/12/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
66	5	PSH	Prop HHH	Pointe on La Brea 849 N LA BREA AVE CA 90038	49	Open	9/15/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
67	3	PSH	Non-Prop HHH	Palm Vista Apartments 20116 W SHERMAN WAY Winnetka, CA 91306	44	Open	9/29/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
68	14	PSH	Prop HHH	6th and San Julian 401 E 6TH ST Los Angeles, CA 90014	93	Open	9/29/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
69	13	PSH	Prop HHH	The Wilcox (fka 4906-4926 Santa Monica) 4912 W SANTA MONICA BLVD Los Angeles, CA 90029	61	Open	9/29/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

70	11	IH	Interim Housing Hotel/Motel Occupancy Agreement	Marina 7 Motel (5)	21	Open	10/1/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
71	15	PSH	Prop HHH	SagePointe (fka Deepwater) 1435 N EUBANK AVE LOS ANGELES, CA 90744	55	Open	10/4/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
72	8	IH	Interim Housing (Hotel/Motel Booking Agreement)	Travel Inn Motel (5)(6)	20	Open	10/9/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
73	13	IH	Interim Housing Hotel/Motel Occupancy Agreement	Hollywood Inn Express North (5)	24	Open	10/10/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
74	13	IH	Interim Housing Hotel/Motel Occupancy Agreement	Hollywood Inn Express South (5)(13)	72	Open	10/10/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
75	4	PSH	Prop HHH	Sherman Oaks Senior Housing 14536 W BURBANK BLVD VAN NUYS, CA 91411	54	Open	10/19/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
76	11	IH	Interim Housing (Hotel/Motel Booking Agreement)	Vista Motel (5)(6)	25	Open	10/23/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

77	14	PSH	Prop HHH	Colorado East 2451 W COLORADO BLVD Los Angeles, CA 90041	40	Open	11/1/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
78	9	IH	Interim Housing (Hotel/Motel Booking Agreement)	Ace Motel (5)(6)	15	Open	11/14/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
79	8	IH	Interim Housing Hotel/Motel Occupancy Agreement	Universal Inn (5)	29	Open	11/15/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
80	1	PSH	Prop HHH	The Quincy (fka 2652 Pico) 2652 W PICO BLVD Los Angeles, CA 90006	53	Open	11/17/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
81	10	PSH	Prop HHH	Serenity (fka 923-937 Kenmore Ave) 923 S KENMORE AVE Los Angeles, CA 90006	74	Open	11/27/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
82	8	PSH	Permanent Supportive Housing (Master Lease)	1200 Leighton Ave 90037	16	Open	12/1/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
83	8	PSH	Permanent Supportive Housing (Master Lease)	1203 Rolland Curtis Pl 90037	19	Open	12/1/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

84	8	PSH	Permanent Supportive Housing (Master Lease)	4222 Dalton Ave 90062	27	Open	12/1/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
85	9	PSH	Permanent Supportive Housing (Master Lease)	639 E 21 St 90011	21	Open	12/11/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
86	15	PSH	Prop HHH	Beacon Landing (fka Beacon PSH) 319 N BEACON ST SAN PEDRO, CA 90731	88	Open	12/12/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
87	6	PSH	Prop HHH	My Angel (fka The Angel) 8547 N SEPULVEDA BLVD North Hills, CA 91343	53	Open	12/19/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
88	6	PSH	Prop HHH	Sun King Apartments 9190 N TELFAIR AVE LOS ANGELES, CA 91352	25	Open	12/27/2023	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
89	5	IH	Interim Housing	10864 Rochester Ave Los Angeles, CA 90024 (7)	15	Open	1/4/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
90	11	PSH	Prop HHH	The Iris (fka Barry Apartments) 2444 S BARRY AVE CA 90064	34	Open	1/22/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

91	1	PSH	Prop HHH	The Lake House (fka Westlake Housing) 437 S WESTLAKE AVE Los Angeles, CA 90057	62	Open	2/13/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
92	14	PSH	Prop HHH	La Veranda 2420 E CESAR E CHAVEZ AVE Los Angeles, CA 90033	38	Open	2/15/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
93	8	PSH	Permanent Supportive Housing (Master Lease)	1261 - 1269 Rolland Curtis Pl 90037	28	Open	2/22/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
94	1	PSH	Non-Prop HHH	619 Westlake (fka Westlake 619) 619 S WESTLAKE AVE Los Angeles, CA 90057	39	Open	3/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
95	13	IH	Interim Housing Hotel/Motel Occupancy Agreement	Olive Motel (5)	26	Open	3/25/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
96	7	IH	Interim Housing (Hotel/Motel Booking Agreement)	Good Knight Inn (5)(6)	21	Open	3/25/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
97	8	PSH	Permanent Supportive Housing (Master Lease)	1603 W 36th Pl 90018	81	Open	3/25/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

98	12	PSH	Prop HHH	Lumina (fka Topanga Apartments) 10243 N TOPANGA CANYON BLVD Chatsworth, CA 91311	54	Open	4/5/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
99	15	IH	Interim Housing Hotel/Motel Occupancy Agreement	Hotel Dreamscape (5)(9)	32	Open	4/11/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
100	2	PSH	Prop HHH	NoHo 5050 5050 N BAKMAN AVE North Hollywood, CA 91601	32	Open	4/29/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
101	9	PSH	Prop HHH	Marcella Gardens (68th & Main St.) 6722 S MAIN ST Los Angeles, CA 90003	59	Open	4/30/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
102	1	IH	Interim Housing	Mayfair 1256 W 7th ST Los Angeles, CA 90017	294	Open	5/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
103	6	PSH	Non-Prop HHH	Corazon del Valle I 14545 W LANARK ST CA 91402	49	Open	5/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
104	8	PSH	Prop HHH	Isla de Los Angeles 283 W IMPERIAL HWY Los Angeles, CA 90061	53	Open	5/2/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

105	9	PSH	Non-Prop HHH	La Prensa Libre - 4% 210 E WASHINGTON BLVD Los Angeles, CA 90015	25	Open	5/17/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
106	10	PSH	Prop HHH	Washington Arts Collective 4615 W WASHINGTON BLVD Los Angeles, CA 90016	20	Open	5/20/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
107	14	IH	Interim Housing Hotel/Motel Occupancy Agreement	Antonio Motel (5)(12)	48	Open	6/17/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
108	14	PSH	Prop HHH	Weingart Tower A-134 (fkaWeingart Tower HHH PSH1A) 555 S CROCKER ST CA 90013	133	Open	6/17/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
109	14	PSH	Prop HHH	Weingart Tower A-144 Lower (fkaWeingart TowerIIIA) 555 S CROCKER ST CA 90013	142	Open	6/17/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
110	10	PSH	Prop HHH	Solaris Apartments (fka 1141- 1145 Crenshaw Blvd) 1141 S CRENSHAW BLVD Los Angeles, CA 90019	42	Open	6/18/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
111	1	PSH	Prop HHH	Bryson II 2721 WILSHIRE BLVD LOS ANGELES, CA 90057	48	Open	6/20/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

112	14	IH	Interim Housing (Hotel/Motel Booking Agreement)	Starlight Inn (5)(6)	18	Open	6/21/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
113	4	IH	Interim Housing Hotel/Motel Occupancy Agreement	Hollywood La Brea Inn (5)(8)	41	Open	6/24/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
114	14	PSH	Prop HHH	Whittier HHH (fka Whittier PSH) 3554 E WHITTIER BLVD Los Angeles, CA 90023	63	Open	6/27/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
115	9	PSH	Prop HHH	Main Street Apartments 5501 S MAIN ST Los Angeles, CA 90037	56	Open	6/28/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
116	5	PSH	Permanent Supportive Housing (Master Lease)	920 S Gramercy Pl 90019	56	Open	6/30/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
117	13	IH	Interim Housing	4969 Sunset Blvd, Los Angeles, CA 90027	52	Open	7/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
118	14	PSH	Permanent Supportive Housing (Master Lease)	1317 S Grand Ave 90015	146	Open	7/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

119	9	PSH	Permanent Supportive Housing (Master Lease)	1343 W 40th Pl 90037	19	Open	7/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
120	15	PSH	Prop HHH	The Banning (aka 841 N Banning) 841 N BANNING BLVD Wilmington, CA 90744	63	Open	7/10/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
121	14	PSH	Prop HHH	Los Lirios Apartments 119 S SOTO ST Los Angeles, CA 90033	20	Open	7/29/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
122	11	PSH	Prop HHH	The Journey (FKA Lincoln Apartments) 2467 S LINCOLN BLVD Venice, CA 90291	39	Open	8/1/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
123	3	IH	Interim Housing Hotel/Motel Occupancy Agreement	Canoga Hotel (5)	39	Open	8/12/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
124	2	PSH	Prop HHH	11604 Vanowen (fka The Mahalia) 11604 VANOWEN ST LOS ANGELES, CA 91605	48	Open	8/13/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
125	6	PSH	Non-Prop HHH	Corazon del Valle II 14545 W LANARK ST CA 91402	49	Open	8/15/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

126	9	PSH	Permanent Supportive Housing (Master Lease)	6501 S Broadway 90003	49	Open	8/19/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
127	13	PSH	Homekey 3	4065 Oakwood (20)	57	Open	8/26/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
128	15	PSH	Prop HHH	Avalon 1355 1355 N AVALON BLVD CA 90744	53	Open	9/3/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
129	9	PSH	Prop HHH	Ruth Teague Homes (fka 67th & Main) 6706 S MAIN ST Los Angeles, CA 90003	26	Open	9/3/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
130	9	PSH	Non-Prop HHH	Parkview Affordable Housing 4020 S COMPTON AVE CA 90011	31	Open	9/20/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
131	13	IH	Interim Housing Hotel/Motel Occupancy Agreement	Dusk Hotel	41	Open	10/9/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
132	1	PSH	Prop HHH	Oak Apartments (fka 2745-2759 Francis Ave) 2745 W FRANCIS AVE Los Angeles, CA 90005	63	Open	10/18/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

133	11	PSH	Homekey 3	3705 McLaughlin (18)	18	Open	10/21/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
134	4	PSH	Homekey 3	4818 N Sepulveda Blvd (19)	26	Open	10/21/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
135	11	PSH	Prop HHH	Thatcher Yard Housing 3233 S THATCHER AVE Marina Del Rey, CA 90292	49	Open	10/23/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
136	1	IH	Interim Housing Hotel/Motel Occupancy Agreement	Stuart Hotel	60	Open	10/30/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
137	2	IH	Interim Housing Hotel/Motel Occupancy Agreement	Willow Tree Inn and Suites	34	Open	11/7/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
138	15	PSH	Prop HHH	Western Landing 25820 S WESTERN AVE CA 90710	80	Open	12/3/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
139	14	PSH	Prop HHH	The Brine Residential 3016 N NORTH MAIN ST Los Angeles, CA 90031	49	Open	12/30/2024	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

140	9	PSH	Prop HHH	The Azalea (fka 4507 Main St) 4505 S MAIN ST Los Angeles, CA 90037	31	Open	2/6/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
141	10	IH	Interim Housing (DV Emergency Shelter)	Confidential (7)(11)	25	Open	3/1/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
142	14	PSH	Permanent Supportive Housing (Master Lease)	1411 S Flower St 90015	220	Open	3/1/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
143	6	PSH	Non-Prop HHH	Luna Vista Apartments 8767 N PARTHENIA PL 1-73 CA 91343	36	Open	3/4/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
144	9	PSH	Prop HHH	Central Apartments 2106 S CENTRAL AVE Los Angeles, CA 90011	56	Open	3/7/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
145	13	PSH	Prop HHH	Santa Monica & Vermont Apartments (Phases 1 & 2) 4718 W SANTA MONICA BLVD Los Angeles, CA 90029	94	Open	3/27/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
146	14	PSH	Prop HHH	Lorena Plaza 3401 E 1ST ST Los Angeles, CA 90063	32	Open	4/4/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

147	8	PSH	Prop HHH	Southside Seniors 1655 W MANCHESTER AVE Los Angeles, CA 90047	36	Open	4/4/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
148	8	PSH	Non-Prop HHH	Vermont Manchester Family Transit Priority Project 8500 S VERMONT AVE CA 90044	58	Open	4/9/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
149	8	PSH	Prop HHH	Vermont Manchester Senior 8400 S VERMONT AVE Los Angeles, CA 90044	60	Open	4/9/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
150	14	IH	Interim Housing	545 San Pedro (3)	53	Open	4/24/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
151	8	PSH	Homekey 2	1654 W Florence	126	Open	4/30/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
152	13	PSH	Prop HHH	Montecito II Senior Housing 6668 W FRANKLIN AVE HOLLYWOOD, CA 90028	32	Open	5/28/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
153	15	PSH	Non-Prop HHH	Jordan Downs Phase S4 (TMO) 10110 S. Grape Street, Los Angeles, CA 90002, 10150 S. Grape Street, Los Angeles, CA 90002 (3)(4)	17	Open	5/28/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g., contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

154	13	PSH	Homekey 2	2812 Temple (2812 Temple/ 916 Alvarado) (22)	41	Open	6/10/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
155	5	IH	Interim Housing	2377 Midvale Ave	33	Open	6/30/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
156	14	PSH	Non-Prop HHH	Crocker (Umeya) Apartments 411 S TOWNE AVE CA 90013	87	Open	7/30/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
157	14	PSH	Non-Prop HHH	600 S San Pedro St 1 Los Angeles, CA 90021 (4)	147	Open	7/31/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
158	14	PSH	Non-Prop HHH	600 S San Pedro St 2 Los Angeles, CA 90021 (4)	151	Open	7/31/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
159	2	PSH	Prop HHH	Villa Vanowen fka Confianza 14142 W VANOWEN ST VAN NUYS, CA 91405 (4)(23)	63	Open	9/3/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
160	12	PSH	Prop HHH	21300 Devonshire 21300 W DEVONSHIRE ST CA 91311 (4)	99	Open	9/8/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

161	1	PSH	Non-Prop HHH	Miramar Gold 1434 W MIRAMAR ST CA 90026 (4)	47	Open	9/9/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
162	3	PSH	Homekey 2	21121 Vanowen (4)(21)	92	Open	9/15/2025	Pending	1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
163	6	PSH	Non-Prop HHH	Vista Terrace 8134 N VAN NUYS BLVD CA 91402 (4)	24	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
164	13	PSH	Homekey 2	916 Alvarado (2812 Temple/ 916 Alvarado)	23	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
165	11	PSH	Non-Prop HHH	Red Tail Crossing (FKA Kite Crossing) 8333 S AIRPORT BLVD CA 90045	40	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
166	13	PSH	Prop HHH	Voltaire Villas (Enlightenment Plaza Ph III) 316 N JUANITA AVE Los Angeles, CA 90004	71	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
167	13	PSH	Prop HHH	Rousseau Residences 316 N JUANITA AVE Los Angeles, CA 90004	51	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

168	4	PSH	Homekey 2	BLVD Hotel 2010 N. Highland	61	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
169	10	PSH	Prop HHH	McDaniel House (fka South Harvard) 1049 1/2 S HARVARD BLVD Los Angeles, CA 90006	46	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
170	13	PSH	Non-Prop HHH	Alvarado Kent Apartments 707 N ALVARADO ST CA 90026	60	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
171	13	PSH	Prop HHH	Montesquieu Manor 316 N JUANITA AVE CA 90004	52	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
172	3	PSH	Homekey 2	20205 Ventura	144	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
173	14	PSH	Prop HHH	La Guadalupe (fka First and Boyle) 100 S BOYLE AVE Los Angeles, CA 90033	43	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
174	12	PSH	Homekey 2	19325 Londerius	115	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

175	5	IH	Homekey 3	The Weingart Shelby 3340 Shelby Dr, Los Angeles, CA 90034	78	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
176	8	PSH	Prop HHH	Ambrosia Apartments 800 W 85TH ST Los Angeles, CA 90044 (24)	89	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
177	14	PSH	Prop HHH	803 E. 5th St 803 E 5TH ST Los Angeles, CA 90013	94	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
178	6	PSH	Prop HHH	Oatsie's Place (fka Sherman Way) 16015 W SHERMAN WAY VAN NUYS, CA 91406	45	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
179	15	PSH	Homekey 2	18602 Vermont	134	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
180	1	PSH	Non-Prop HHH	Third Thyme 1435 W 3RD ST CA 90017	52	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
181	12	IH	Homekey 3	Motel 6 – North Hills 15711 W. Roscoe Blvd, North Hills, CA 91343	111	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

182	11	PSH	Homekey 2	6531 S Sepulveda	118	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
183	10	PSH	Non-Prop HHH	The Arlington 3322 W WASHINGTON BLVD CA 90018	20	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
184	8	PSH	Prop HHH	Sunnyside (fka RETHINK Housing 62nd/1408 W. 62nd St) 1408 W 62ND ST Los Angeles, CA 90047	26	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
185	4	IH	Homekey 3	Oak Tree Inn 17448 Ventura Blvd, Encino CA 91316 (25)	26	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
186	3	PSH	Homekey 3	7625 Topanga Canyon Blvd Phase 2	24	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
187	13	PSH	Prop HHH	Loma Verde (fka RETHINK Housing Westlake) 405 N WESTLAKE AVE Los Angeles, CA 90026	18	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
188	14	PSH	Non-Prop HHH	First Street North- B (Go For Broke- S 9p) 128 N JUDGE JOHN AISO ST CA 90012	17	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

189	14	PSH	Non-Prop HHH	First Street North-A (Go For Broke Apt N-4p) 200 N JUDGE JOHN AISO ST CA 90012	52	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
190	10	PSH	Prop HHH	New Hampshire PSH 701 S NEW HAMPSHIRE AVE Los Angeles, CA 90005	93	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
191	1	PSH	Prop HHH	Grandview Apartments 714 S GRAND VIEW ST Los Angeles, CA 90057	54	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
192	8	PSH	Non-Prop HHH	The Carlton 5401 S WESTERN AVE Los Angeles, CA 90062	30	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
193	9	PSH	Non-Prop HHH	Central Avenue Apartments 8909 S CENTRAL AVE Los Angeles, CA 90002	30	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
194	3	PSH	Prop HHH	18722 Sherman Way, L.P. 18722 W SHERMAN WAY CA 91335	63	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
195	15	PSH	Prop HHH	Safe Harbor II (fka Lagoon/PSH 5) 728 N LAGOON AVE Wilmington, CA 90744	39	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

196	15	PSH	Prop HHH	Safe Harbor I (fka West Anaheim/PSH 3) 828 W ANAHEIM ST Wilmington, CA 90744	49	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
197	6	PSH	Prop HHH	The Rigby 15314 W RAYEN ST North Hills, CA 91343	33	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
198	15	IH	Interim Housing (Modular Units)	600 E. 116th Place	60	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
199	1	IH	Interim Housing (Modular Units)	503 San Fernando Rd.	64	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
200	2	IH	Interim Housing (THV)	Van Nuys Metrolink 7724 Van Nuys Blvd.	100	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
201	6	IH	Interim Housing (THV)	Sun Valley Metrolink Station 8358 San Fernando Rd.	208	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
202	13	IH	Interim Housing (THV)	5301 Sierra Vista Ave	51	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

203	6	PSH	Homekey 1	Pano (formerly Panorama Inn) 8209 Sepulveda Blvd.	90	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
204	15	PSH	Homekey 1	Travelodge 18600 Normandie Ave.	40	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
205	5	IH	Interim Housing	7253 Melrose (3)	60	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
206	13	PSH	Non-Prop HHH	Locke Lofts 345 N MADISON AVE CA 90004 (26)	137	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
207	14	PSH	Non-Prop HHH	osa's Place (fka Downtown Womens Center Campus Expansion 501 E 5TH ST Los Angeles, CA 90013 (26)	97	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
208	14	PSH	Prop HHH	Weingart Tower 1B - HHH PSH 554 S SAN PEDRO ST Los Angeles, CA 90013 (26)	83	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
209	Various	TLS	Time-Limited Subsidies	Time-Limited Subsidies (27)	2,000	In Process			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (e.g. , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

210	1	PSH	Non-Prop HHH	Grace Villas 216 S AVENUE 24 Los Angeles, CA 90031 (28)	12	Removed			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (<i>e.g.</i> , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
211	1	PSH	Non-Prop HHH	Menlo Ave Apartments 1216 S Menlo Ave CA 90006 (28)	50	Removed			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (<i>e.g.</i> , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
212	6	PSH	Prop HHH	The Main 15302 W RAYEN ST North Hills, CA 91343 (28)	33	Removed			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (<i>e.g.</i> , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
213	15	PSH	Prop HHH	Hope on 6th 576 W 6TH ST SAN PEDRO, CA 90731 (28)	31	Removed			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (<i>e.g.</i> , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?
214	8	PSH	Non-Prop HHH	Crenshaw and 50th 5002 S CRENSHAW BLVD Los Angeles, CA 90043 (28)	15	Removed			1) From which City system(s)/database(s) were the reported "Units/Beds," "Status," and "Open & Occupiable Date" generated? 2) What supporting documentation (<i>e.g.</i> , contracts, invoices, permits, cost certifications, loan agreements etc.) is available for this "Address/Location?" 3) What funding sources were used for this "Address/Location," and how was City participation verified?

System / Dataset	City (LAHD, LAHSA, HACLA coordination)	Data Purpose	Key Questions / Clarifications
RMS (Resource Management System)	LAHSA	Tracks shelter & PSH unit inventory in real time	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verifies the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?
HMIS (Homeless Management Information System)	LAHSA	Client-level service and placement tracking	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?

LAHD Project Pipeline Data	LAHD	Tracks PSH pipeline and project-level data	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?
HACLA Voucher Data	HACLA	Administers vouchers and rental subsidies	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?

Inside Safe Records & Invoices	Mayor's Office / LAHSA	Hotel/motel interim housing agreements under Inside Safe	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?
LAHSA Inventory Management System	LAHSA	Tracks real-time available, occupied, and offline beds	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?

CARE / CARE+ Encampment Data	Dept. of Sanitation / Mayor's Office	Field operation records for encampment clearances	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?
EGMS (Enterprise Grant Management System)	LAHSA	Tracks contracts, invoices, and fiscal grants	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?

City Financial Systems (FMS, Workday)	CAO / Controller	Fiscal oversight and payment systems	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?
Public Document Portal	City of Los Angeles	Public access to compliance documentation	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?

Cross-System Data Integration	Citywide	Ensures consistency across RMS, HMIS, LAHD, and HACLA systems	1. Who is the system owner (department and point of contact within the department) of this system? 2. How frequently are the system's data updated? How are data updates performed? Is metadata preserved for the updates (<i>e.g.</i> , update date, update personnel, upload date, uploader, etc.)? 3. How is data governance handled (e.g. quality assurance, change logs, version control, etc.)? 4. Is there an audit trail for the system and, if so, what is it and can it be exported? 5. Who verified the accuracy of the data before submission to the Court? How? 6. Is this system an aggregation of multiple databases, or a single database?

Monitor Garrie's Questions	Answers
How are offline housing units, as indicated in the footnotes to Exhibit A, tracked and defined?	
What methodology did the City use to define the “Created,” “Open,” and “In Process” options for the "Status" category? Is it consistent across departments?	
Given that the number of Unit/Beds for several of the Address/Location rows listed on Exhibit A may "fluctuate," how did the City determine which number to report? Is it an average, a number based on a specific date, or some other method?	
How is the number of Unit/Beds for a given housing unit calculated if the contractual agreement type is "booking agreement" or "occupancy agreement?"	
Are the housing units (i.e., the rows) in Exhibit A organized by address or project? If the former, why does Exhibit A not include an address for each project? For example, Row 2 has an Address of "PATH Villas Montclair/Gramercy (Recap-Site 2 of 2) 3317 W WASHINGTON BLVD Los Angeles, CA 90018," but the explanation on Exhibit B includes a second project at "4220 W. Montclair St," which is not otherwise included on Exhibit A.	
Please provide a definition for each column (e.g., "Address/Location," "Beds/Units," etc.) in the October 2025 report including, where applicable, a definition of the data entered (e.g., "In Process" and "Removed" for "Total PEH Served")?	
Are these definitions consistent across each housing unit and City department collecting the data?	
What is the City's definition of persons experiencing homelessness ("PEH"), and is that definition uniform across housing units and City departments?	
How does the City collect and verify information regarding the number of PEH? How does the City correlate the PEH date with the housing unit data?	
How are errors or additional findings from prior reports tracked? Are these errors corrected in subsequent quarters? If so, what is the process?	

Exhibit E

----- Forwarded message -----

From: **Sonya Morgan** <smorgan@lawandforensics.com>

Date: Tue, Oct 21, 2025 at 12:18 PM

Subject: RE: Daniel Garrie Inquiry at the Direction of Judge Carter (via Kenneth Mejia)

To: Matt Szabo <matt.szabo@lacity.org>

Cc: dinah.manning@lacity.org <dinah.manning@lacity.org>, kenneth.mejia@lacity.org <kenneth.mejia@lacity.org>, Michele <michele@michelecmartinez.com>, Daniel B. Garrie <Daniel@lawandforensics.com>, Valerie Flores <valerie.flores@lacity.org>, Jessica Mariani <jessica.mariani@lacity.org>, Arlene Hoang <arlene.hoang@lacity.org>

Good afternoon, Mr. Szabo,

Thank you for confirming receipt of Monitor Garrie's email.

Could you please provide a timeline of when we can expect to receive the information for the spreadsheet that Monitor Garrie provided? As Monitor Garrie will be providing a status update to the Court later this week, we would greatly appreciate receiving an update on the expected timeline as soon as possible to ensure we remain on track with the current deadlines.

Additionally, regarding scheduling an interview with Monitor Garrie, could you confirm your availability for the proposed times on Thursday? If those times are not convenient, we also have additional slots available on Friday, October 24, 2025, between 9 and 11 AM ET or between 12 and 4 PM ET. Your confirmation on a suitable time would be greatly appreciated.

Lastly, could you please confirm by EOD Wednesday, October 22, whether you and/or your team will be available to meet in person on Tuesday, October 28, 2025?

Thank you for your attention and cooperation in this matter.

Kind regards,

Sonya

From: Matt Szabo <matt.szabo@lacity.org>

Sent: Monday, October 20, 2025 2:42 PM

To: Sonya Morgan <smorgan@lawandforensics.com>

Cc: dinah.manning@lacity.org; kenneth.mejia@lacity.org; Michele <michele@michelecmartinez.com>; Daniel B. Garrie <Daniel@lawandforensics.com>; Valerie Flores <valerie.flores@lacity.org>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>

Subject: Re: Daniel Garrie Inquiry at the Direction of Judge Carter (via Kenneth Mejia)

Received. Thank you.

MATTHEW W. SZABO

CITY ADMINISTRATIVE OFFICER

CITY OF LOS ANGELES

On Mon, Oct 20, 2025 at 11:06 AM Sonya Morgan <smorgan@lawandforensics.com> wrote:

Good morning, All,

I am writing to kindly request that everyone confirm the safe receipt of Monitor Garrie's email dated Saturday, October 18.

Thank you very much for your kind cooperation.

Kind regards,

Sonya

From: Sonya Morgan

Sent: Monday, October 20, 2025 12:41 PM

To: matt.szabo@lacity.org

Cc: dinah.manning@lacity.org; kenneth.mejia@lacity.org; Michele <michele@michelecmartinez.com>; Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: RE: Daniel Garrie Inquiry at the Direction of Judge Carter (via Kenneth Mejia)

Good morning, Mr. Szabo,

I hope this message finds you well.

I am following up on Monitor Garrie's below email regarding the need to schedule an interview with you and/or your team to discuss the information mentioned below.

Could you please let me know if you are available on Thursday, October 23, at any time between 10:30 AM and 12 PM PST or between 2 PM and 4 PM PST? If any time within these slots works for you, I will send out a calendar invite.

Thank you for your kind cooperation.

Kind regards,

Sonya

From: Daniel B. Garrie <Daniel@lawandforensics.com>

Sent: Saturday, October 18, 2025 6:13 AM

To: matt.szabo@lacity.org

Cc: dinah.manning@lacity.org; kenneth.mejia@lacity.org; Michele <michele@michelecmartinez.com>; Sonya Morgan <smorgan@lawandforensics.com>; Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: Daniel Garrie Inquiry at the Direction of Judge Carter (via Kenneth Mejia)

Dear Mr. Szabo,

My name is Daniel Garrie, and I have been appointed as the Data Monitor in the matter at caption. I received your contact information from Controller Kenneth Mejia. He indicated that the City Administrative Officer's Office compiles the Alliance Quarterly Reports and that I should reach out to you regarding the data used in the October 2025 Quarterly Report ([Dkt. 1051](#)).

Accordingly, I have attached a spreadsheet containing specific questions that require responses concerning the data contained in that report. If you are able to provide the requested information, please do so directly in the spreadsheet. If there are questions relating to systems or data sources that are best answered by others on your team, please let me know so we can coordinate accordingly.

Additionally, I would like to schedule an interview with you, or a member of your team who can answer these questions, next week, Thursday, October 23, 2025. My colleague, Sonya Morgan, will reach out on Monday with available times to coordinate this meeting. I would also like to tentatively schedule an in-person interview with you (or your colleagues) on October 28, 2025, given the Nov. 12, 2025 deadline set by the court.

Thank you for your cooperation, and please do not hesitate to contact me if you have any questions in the meantime.

Please keep Sonya Morgan on cc for all communications and reach out to her if you are not able to reach me directly.

Best regards,
Daniel Garrie
Data Monitor

Daniel B. Garrie, Esq.

Founder, Law & Forensics LLC

Neutral, Arbitrator, Mediator, JAMS

Adjunct Lecturer at Harvard

Phone: 855-529-2466; Email: daniel@lawandforensics.com; Web: www.lawandforensics.com

Discover L&F's world-class [Expert Witness panel](#) delivering critical testimony in high-stake cases.

Schedule a meeting https://calendly.com/danielgarrie/catchup_dgarrie

daniel@lawandforensics.com

Confidentiality Statement: The information in this transmission is privileged and confidential information intended to use the individual or entity named above. If the reader of this message is not the intended recipient, you are at this moment notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and delete it. Thank you.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

*****Confidentiality Notice *****

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

GIBSON, DUNN & CRUTCHER LLP
THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
MARCELLUS MCRAE, SBN 140308
mmcrae@gibsondunn.com
KAHN A. SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
ANGELIQUE KAOUNIS, SBN 209833
akaounis@gibsondunn.com
PATRICK J. FUSTER, SBN 326789
pfuster@gibsondunn.com
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

HYDEE FELDSTEIN SOTO, SBN 106866
VALERIE L. FLORES, SBN 138572
ARLENE N. HOANG, SBN 193395
JESSICA MARIANI, SBN 280748
200 North Main Street, City Hall East, 6th Floor
Los Angeles, California 90012
Telephone: 213.978-7508
Facsimile: 213.978.7011
Email: arlene.hoang@lacity.org

Attorneys for Defendant
CITY OF LOS ANGELES

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,
et al.,

Plaintiff,

v.

CITY OF LOS ANGELES, a Municipal
entity, et al.,

Defendant.

CASE NO. 2:20-cv-02291 DOC (KES)

**DECLARATION OF KAHN A.
SCOLNICK IN SUPPORT OF EX
PARTE APPLICATION FOR
STAY OF ORDER APPOINTING
DANIEL GARRIE AS MONITOR
PENDING APPEAL**

Honorable David O. Carter,
United States District Judge

Action Filed: March 10, 2020

1 I, Kahn A. Scolnick, declare as follows:

2 1. I am an attorney admitted to practice law in the State of California. I am a
3 partner in the law firm of Gibson, Dunn & Crutcher LLP, and I am one of the attorneys
4 representing the City of Los Angeles in the above-referenced action. I submit this
5 declaration in support of the City of Los Angeles's Ex Parte Application for a Stay
6 Pending Appeal. If called and sworn as a witness, I could and would testify competently
7 to the following:

8 2. On August 8, 2025, I participated in a meet and confer discussion with
9 Matthew Umhofer, counsel for the Alliance. Attached as **Exhibit A** is a true and correct
10 copy of the certified transcript from that meet and confer discussion.

11 3. On August 22, 2025, I participated in a second meet and confer discussion
12 with Elizabeth Mitchell, counsel for the Alliance. Attached as **Exhibit B** is a true and
13 correct copy of the certified transcript from that meet and confer discussion.

14 4. On September 16, 2025, I appeared on behalf of the City at a status
15 conference to discuss the Court's approval of one of the two proposed monitors the
16 parties had jointly proposed. At the status conference, the Court called both Ron
17 Galperin and Daniel Garrie on the record, and then instructed counsel for the parties to
18 call Mr. Galperin and Mr. Garrie outside of the Court's presence to discuss potentially
19 serving as a monitor. As directed by the Court, during a break, I and other counsel for
20 the City spoke briefly with Mr. Garrie to ask about the rates he and his team might charge
21 for this work; during that call, Mr. Garrie told us that he had received a call from Judge
22 Carter several days before the status conference about potentially serving in the monitor
23 role.

24 5. Attached as **Exhibit C** is a true and correct copy of an email I received from
25 Daniel Garrie on September 28, 2025.

26 6. Attached as **Exhibit D** is a true and correct copy of an email I received from
27 Daniel Garrie on October 17, 2025.

28 7. On October 22, 2025, I provided notice of this ex parte application to

1 counsel for the Alliance, the County, and Intervenor via email, and I asked for their
2 availability to discuss this on a telephone call. Elizabeth Mitchell, counsel for the
3 Alliance, responded to my email, indicated that the Alliance intended to oppose this ex
4 parte application, and confirmed that the City had complied with its meet and confer
5 obligations under Local Rule 7-19.1 without the need for any phone call. Attached as
6 **Exhibit E** is a true and correct copy of Ms. Mitchell's response to my October 22, 2025
7 email.

8 8. Shayla R. Myers, counsel for Intervenor, responded to my email to state
9 the Intervenor "do not intend to take a position on the *ex parte* but reserve the right to
10 do so depending on the contents of the application." And Lauren Brody, counsel for the
11 County of Los Angeles, agreed with me that it wasn't necessary for the County to take
12 a position on this ex parte.

13 I declare under penalty of perjury under the laws of the United States that the
14 foregoing is true and correct, and that I executed this Declaration in Los Angeles,
15 California. Executed this 22nd day of October, 2025.

16
17 /s/ Kahn A. Scolnick
Kahn A. Scolnick

Exhibit A

1 LA ALLIANCE FOR HUMAN)
RIGHTS,)
2) Case No:
vs.) 2:20-CV-02291-DOC-KES
3)
CITY OF LOS ANGELES,)
4)
_____)

5
6
7
8
9
10
11
12 MEET AND CONFER

13
14 Taken via Zoom
15 Thursday, August 7, 2025
16 At 12:31 p.m.
17
18
19
20
21
22

23
24 Reported by: Emily A. Gibb, RPR, CSR, CCR
25 CA CSR #14551, NV CCR #709

Page 1

A P P E A R A N C E S

For the City of Los Angeles:

Kahn A. Scolnick, Esq.

Marcellus McRae, Esq.

Bradley J. Hamburger, Esq.

GIBSON DUNN

333 South Grand Avenue

Los Angeles, California 90071

(213) 229-7000

kscolnick@gibsondunn.com

mmcrae@gibsondunn.com

bhamburger@gibsondunn.com

For LA Alliance for Human Rights:

Matthew D. Umhofer, Esq.

UMHOFER, MITCHELL & KING, LLP

767 S Alameda Street

Suite 270

Los Angeles, California 90021

(213) 394-7979

matthew@umklaw.com

Also Present:

Paul Webster, Esq.

Diane Bang, Alliance

Valerie Flores, City of Los Angeles

Arlene Hoang, City of Los Angeles

Jessica Mariana, City of Los Angeles

Matt Szabo, City Representative

* * *

P R O C E E D I N G S

-000-

MR. SCOLNICK: Well, thank you.

We're on the record?

MS. HOANG: Just before we get started, I know Jessica's trying to be let in, so whoever is --

MR. SCOLNICK: Oh, okay. Well, let me admit -- I'm admitting.

I see Paul Webster joining.

MR. WEBSTER: Hello.

MR. SCOLNICK: Hello, Paul.

We -- we're on the record. We've got a court reporter, just so you know.

MR. WEBSTER: Fair enough. I probably won't -- I'm just here to listen.

MR. SCOLNICK: Understood.

Okay. I think everyone from our side is here. Everyone from the Alliance side is here. Absent objections, let's -- let's start talking.

MR. UMHOFFER: Sure.

MR. SCOLNICK: Okay. Well, thank you.

So -- so -- thanks, Matt, and thanks, Paul.

We -- we, I think, started this because we wanted to, first and foremost, invoke the -- the

Page 3

1 Section 8.2 of the -- of the settlement agreement.

2 And just since we're on the record, I think
3 we all know what that is, but it's -- it's the
4 provision, the force majeure provision. Our view is
5 that the parties negotiated and included and the
6 Court approved this provision contemplating that
7 there could be funding challenges along the way of
8 this multiyear settlement agreement that would
9 require both a pause and a revisiting and
10 renegotiation of -- of certain terms. So that is the
11 reason we -- that is the reason we want to talk
12 today.

13 And as you know, we've invoked three
14 separate emergencies that qualify under the express
15 terms of -- of 8.2, the -- the wildfires, the -- the
16 fiscal emergency declared by the City, and the -- the
17 civil unrest due to the ICE raids. We've sent you
18 information about all of those, including the fiscal
19 impact of those. And so that, in our view, does --
20 does trigger, again, both a pause, but more
21 importantly for today, an obligation to -- to discuss
22 appropriate modifications to the terms of the
23 settlement agreement. We've sent you two overarching
24 things that we want to talk about. And -- and I
25 think we would, I guess, turn it over to you, then,

Page 4

1 to get your reactions and responses to -- to our
2 suggested revisions to the settlement agreement
3 terms. Okay? And --

4 MR. HAMBURGER: And -- and, Matt, I'm happy
5 to go through and explain the things that are in
6 Kahn's email, about the -- the amendments that we're
7 proposing, but I'll pause there because you were
8 about to say something.

9 MR. UMHOFFER: Yeah. No, no. Look, I
10 appreciate the email. I haven't had -- some of these
11 things -- so there will be two things that I will
12 probably say, you know, on this today in terms of
13 just, okay, I can either say I'm only equipped at
14 this point to say no or I need more information and
15 more to figure things out.

16 So some of these things are clear nos on our
17 end. Some of them are we need more information to
18 understand. And so -- but I just -- on the -- on the
19 invocation of 8.2, I just want to understand the
20 timing here.

21 Is it -- is the City's position that 8.2 is
22 hereby invoked as of this moment or whenever things
23 were sent over on this? Is there another time that
24 8.2 -- I just -- I -- I want to establish, at least
25 from the City's perspective, clarity on when it --

1 when it's invoked -- it has invoked 8.2.

2 Or does this go back months? I'm just
3 trying to be --

4 MR. SCOLNICK: Yeah. So let -- let me see
5 if I can explain. Our -- our -- our interpretation
6 of the plain language, really, of 8.2 is there's two
7 separate things; right? And one is a pause, and two
8 is an obligation to meet and confer to discuss
9 amendments to the obligations in the settlement
10 agreement.

11 So the language of 8.2 on the first one, on
12 the pause is automatic. It says that in the event of
13 these things, all three of which we've -- you know,
14 we've shown you or we -- you know, we've given you
15 information about: the fires, the fiscal emergency,
16 and the ICE raids. In the event of those things, the
17 obligations of the City in Sections 3, 4, and 5 of
18 the agreement shall, that's the word, shall be
19 paused. So that -- that happened as soon as those
20 events happened without us even invoking anything.
21 It's just automatic.

22 And then the second -- the second part of
23 8.2 is the -- is the obligation of the parties to
24 meet and confer and discuss appropriate amendments.
25 That happened when we reached out. We reached out,

Page 6

1 and we -- I guess there was -- there was a prior
2 effort to reach out even before the last -- the
3 evidentiary hearing, you know, back in the -- in the
4 time of the fires themselves. But right now, we
5 are -- we are restarting that discussion. We've --
6 we've reached out to you to -- to meet and confer
7 about amendments. And so that's -- I hope I answered
8 your question, but that's -- that's how we see this.

9 MR. UMHOFFER: Okay. No, that -- I
10 understand. So your view is that as of -- what's the
11 first date that you would -- like, the earliest date
12 of the three emergencies that you've identified?
13 What is the earliest date there?

14 MR. SCOLNICK: January 7th or something like
15 that.

16 MR. UMHOFFER: January 7th. Okay. I just
17 wanted -- I didn't -- I didn't know whether any of
18 the other things predated January 7th. But it sounds
19 like January 7th is the operative date for the City
20 from the pause perspective.

21 MR. SCOLNICK: Yes.

22 MR. UMHOFFER: That's the earliest -- okay.

23 And so from the City's perspective, there's
24 been a pause since then. And this -- and I
25 understand your point about the meeting and

1 conferring. And I understand that's why we're here.
2 So that's -- that's helpful.

3 MR. McRAE: Hey, Matt, can I ask you? You
4 say you understand it.

5 Is there anything that you disagree with
6 there?

7 MR. UMHOFFER: Yeah. I -- I don't know
8 that -- I don't know that it's possible for something
9 to happen and we don't know about it and for that to
10 enact this pause. So I don't think that that's
11 consistent with just reality that the City can --
12 something can happen, the City can keep it secret for
13 a while, years, if not -- you know, or -- and -- and
14 then consider the agreement paused but not tell
15 anybody and that that enacts the pause. I just don't
16 think that's possible.

17 MR. SCOLNICK: Well --

18 MR. UMHOFFER: Well, I'm not suggesting -- I
19 mean, that's the extreme version of things. But --
20 so I'm not in agreement on the notion that the pause
21 happens whenever something happens. That's just
22 not -- I don't think that's possible.

23 MR. McRAE: Isn't that -- isn't that what
24 the agreement says? I mean, I think Kahn just read
25 the language. And so as part of the meet and confer,

1 what language, other than the language in the
2 agreement, are you relying on for contrary
3 construction? Or -- or how do you read that
4 language? Just operating within the congruency
5 agreement, how do you read the language differently
6 than he did?

7 MR. UMHOFFER: I think we're looking at the
8 same language. I think the City has to invoke it in
9 order for it to be paused. And that's consistent
10 with the language of the Court's order as well on
11 this. So I understand the City's invoked, but I
12 disagree with the notion that, A, that -- that that's
13 unreviewable by the Court. I think the Court still
14 has jurisdiction to interpret whether this is true.

15 I think that it's impossible under the --
16 that it cannot be that something can happen, it's
17 never communicated, but things are just paused and
18 nobody gets notified. I just don't think that that's
19 possible.

20 MR. McRAE: Why do you --

21 MR. HAMBURGER: Isn't that a bit academic
22 here? I mean, I assume you knew about the fires like
23 everybody else knew about the fires. And I assume
24 you knew from media reports about the civil unrest.
25 And I think we even briefed -- had in our brief

1 references to the declaration of the fiscal
2 emergency. So you're talking hypotheticals.

3 You're talking about the actual -- the --
4 the -- the things that have happened in the last
5 year; right?

6 MR. UMHOFFER: I'm trying to pinpoint -- I'm
7 just trying to get the City's position, and I'm not
8 going to agree that -- so I'm not going to agree that
9 things are automatically paused when something
10 happens but the City never invokes the agreement.
11 And so --

12 MR. McRAE: But -- but -- but again --

13 MR. UMHOFFER: And so you asked me if I
14 disagreed with anything.

15 MR. McRAE: Right.

16 MR. UMHOFFER: And I'm telling you that I
17 disagree. And you -- I understand your point, which
18 is, Okay, hey, I'm seeing this agreement just says
19 things shall be paused. I think the City has to
20 communicate that.

21 It didn't communicate that on January 7th.
22 It is the City's position, however, that the
23 obligations were paused as of January 7th. I think
24 it's important to know where the City comes down on
25 that, and I understand that now.

1 Brad, you're right -- Bradley, you're
2 correct that at some point, the City did invoke and
3 notify. I get that they've done that at this point,
4 and that's where we are at this point.

5 I take the -- the Court's interpretation of
6 this section at face value as well, which is that
7 the -- this invocation of Section 8.2 doesn't excuse
8 the City from its ongoing obligations. The pause is
9 not a blanket exception from the agreement,
10 et cetera, et cetera.

11 So to the extent that it -- it's a -- we
12 can -- I don't think it's helpful now to debate what
13 the impact of a pause is.

14 MR. McRAE: Well, it's -- it's not a debate
15 about that. None of what you just read about what
16 the Court said addresses the issue of when the pause
17 goes into effect. In fact, what you were talking
18 about was, assuming that you're reading the order
19 correctly, what the implications of the pause are.

20 Brad's point was: Isn't that academic? You
21 knew that these things occurred. You don't dispute
22 that. I mean, you were aware of the fires. You were
23 obviously aware of the -- the raids. And clearly, we
24 did brief the point about the fiscal emergency.

25 So are you saying that you guys weren't

1 aware of those things?

2 MR. UMHOFFER: I'm saying that I was aware of
3 them, but there are fires every day in the City. And
4 it cannot -- if the City is going to take the
5 position -- I don't know if the City viewed these
6 fires as triggering the pause. And so that's why I
7 asked the question.

8 It's not an academic question about whether
9 a fire down the street in skid row, you know, a tent
10 fire, something like that, versus a fire that takes
11 over and, you know, displaces tens of thousand --
12 10,000 people. Those are very -- two very different
13 things. It's helpful for me to know that the City
14 views January 7th as a triggering event.

15 MR. McRAE: And do you have an alternative
16 date under your interpretation of things?

17 MR. UMHOFFER: Not clearly in mind, but I
18 think invocation is important to the agreement. I
19 think there needs to be communication. I think if
20 the City can unilaterally pause based on information
21 that it doesn't communicate, that it considers one
22 fire to not be a triggering event but another fire to
23 be a triggering event, I think it's important.

24 I think it's necessary, for the agreement to
25 have any meaning, that the City either communicate

Page 12

1 that there is a pause on -- and that this has been
2 triggered or not. If there's a 1.0 earthquake, is
3 there a pause? Yes or no? The city's got to
4 communicate that, I think, for this agreement to
5 work.

6 MR. HAMBURGER: Okay. So -- so -- but --
7 but -- this may be also academic, right, because
8 there was invocation --

9 MR. UMHOFFER: Yes, I get it. So --

10 MR. HAMBURGER: -- shortly after the fires.
11 It was either in January or February; right?

12 MR. UMHOFFER: Right.

13 And so, again, I -- I think it's important
14 for our -- I'm just trying to establish where the
15 City is in on this.

16 MR. HAMBURGER: Okay.

17 MR. UMHOFFER: I don't have a different date
18 clearly in mind. I know that you invoked weeks --
19 weeks or a month or so after the fire. I don't have
20 the specific date on when that happened.

21 I think that that is an important date
22 because that was the first point at which we've --
23 knew that the City considered that to be a triggering
24 event. We didn't know before that the City -- that
25 the City considered -- considered it to be a

1 triggering event. And if it comes down to certain
2 obligations that you had in those intervening weeks
3 that were not met, I just want to be clear on where
4 the -- what the City's position is. And if I have a
5 different position, I'll let you know.

6 MR. McRAE: And before we move on --

7 MR. UMHOFFER: Right now it is academic.

8 MR. McRAE: Before we move on from this
9 topic, you mentioned the invocation that you think is
10 a threshold in communication. I just want to make
11 sure that I understand this.

12 A, do you read the agreement as this isn't
13 mutuality that's required in terms of 8.2 applying?
14 As Kahn read the language, it doesn't say that the
15 parties have to agree that it applies for it to
16 apply. It simply says upon these events.

17 You have that same reading; right? I just
18 want to make sure that we're not --

19 MR. UMHOFFER: I don't -- I don't know that I
20 do. I don't know that anything in this agreement
21 is -- gives the City unilateral ability to pause
22 without us disagreeing and taking it to the Court. I
23 think the application of 8.2 can be reviewed by the
24 Court and, indeed, it -- it has been.

25 MR. McRAE: Those are different issues,

1 whether something can be reviewed or whether the
2 action can be taken or whether something is in fact
3 the case. In other words, someone can assert that
4 something happened. It either did or didn't happen.
5 Whether it's reviewable by the Court is a different
6 issue.

7 But -- but let -- let me get to this,
8 because I -- I do want to make sure I understand
9 this.

10 You said communication and invocation.
11 Those terms are not in Section 8.2.

12 MR. UMHOFFER: Yes, they are not in
13 Section 8.2.

14 MR. McRAE: Okay. So -- so --

15 MR. UMHOFFER: Other than the meeting and
16 conferring.

17 MR. McRAE: -- your interpretation depends
18 on -- I -- I guess -- again, I just want to make sure
19 I understood the source of your assertion that you
20 think those things are prerequisites for the
21 applicability of this. Those are terms that are
22 external. They're not even external. They're terms
23 that are just not present in the agreement.

24 MR. UMHOFFER: Yeah. I think it renders the
25 agreement absurd to think that the city can

1 unilaterally pause and not communicate its pause to
2 anybody based on a fire that happens on a street
3 corner or an earthquake that doesn't trigger any --

4 MR. McRAE: Yeah.

5 MR. UMHOFFER: -- you know, meaningful --

6 MR. McRAE: And we agree that that didn't
7 happen.

8 MR. UMHOFFER: I understand that.

9 MR. McRAE: In other words, the city didn't
10 fail to --

11 MR. UMHOFFER: But you're asking me for my
12 interpretation, so there's -- you're moving from what
13 does the agreement say to the application of the
14 agreement.

15 MR. McRAE: Right, right.

16 MR. UMHOFFER: And so I --

17 MR. McRAE: On these facts, though. Not on
18 hypothetical facts where nobody gets alerted, because
19 that doesn't do us any good to talk about.

20 MR. UMHOFFER: Well, right. We have been
21 alerted. And your point is -- but you keep coming
22 back to the agreement, and I agree that the words
23 "invocation" and "communication" aren't in there.

24 I think that a pause that is not
25 communicated and not asserted can't be an effective

1 pause under this agreement. And I think that that's
2 just -- you know, and I -- I -- forgive me for not
3 having the appropriate Latin term for this, but I
4 just think it's -- it's an absurd result if as a --
5 putting aside the fact, the specific facts that the
6 agreement could be that a City could have a secret
7 pause and that that could be an effective pause under
8 this agreement.

9 So -- and the meeting and conferring
10 obligation is there, you know. I -- I -- it would
11 seem to me to allow for communication and, you
12 know -- I mean, like, there's -- a pause is followed
13 by meeting and conferring, and that's what we're
14 doing now.

15 So we can spend a lot of time on -- on this,
16 but I'm not going to commit myself to interpret -- a
17 particular interpretation of the agreement at this
18 point, an agreement with -- with the City's view that
19 simply having these events happen with no
20 communication whatsoever to the Court or to the
21 parties would be effective under the agreement as a
22 pause.

23 MR. SCOLNICK: Let -- I mean, let's move on,
24 because it sounds like we agree there was a massive
25 fire and it was an emergency and there were, you

1 know, internationally recognized ICE raids that
2 everyone knew about and triggered a pause. And so
3 again, I -- I think you're not going to commit to an
4 abstract interpretation of this thing. But these
5 things happened. You know about them. We reached
6 out to talk and let's talk.

7 MR. UMHOFFER: Yep. I gotcha.

8 MR. SCOLNICK: Okay.

9 MR. UMHOFFER: And so my understanding -- and
10 I -- again, I appreciate the email -- is I -- we can
11 just run through the email on shelter and housing
12 solutions, the first one.

13 The TLS subsidies, we are willing to
14 consider this, but we need to know how the
15 time-limited subsidies are working and where the
16 funding is coming from for them. So we'll submit,
17 you know, additional questions to you about that.

18 But fundamentally, I think, you know, we
19 need a new bed plan from you guys, a bed plan that
20 gets you to the 12915 number. And I presume that you
21 guys are going to throw TLS beds in there, and, you
22 know, we'll ask some questions to try to get to the
23 bottom of it so that we can figure out whether this
24 is a modification, to the extent that it is a
25 modification, to the extent that these beds are going

1 to be acceptable toward the 12915 goal from the
2 plaintiffs' perspective. Again, obviously the
3 Court's perspective is the one that matters.

4 MR. HAMBURGER: Yeah. So on that, you know,
5 we believe that -- you know, we're not actually
6 asking for -- we don't think we're asking for a
7 modification. I think we are asking for, you know,
8 out of abundance of caution to avoid a dispute. So I
9 guess it may be a modification in the sense that we
10 make something, you know, more express that we think
11 is already express.

12 But we understand that you're willing to
13 consider it. Appreciate that. And if you have
14 questions for us, we will answer them.

15 And I want to make clear, you know, on
16 the -- the shelter and housing solutions, we are not
17 asking for a modification of the total number. So --
18 but -- but we're asking for the two things that we've
19 put in -- in the email.

20 MR. UMHOFFER: Yeah, yeah. And I think to
21 the extent -- I need to talk with Liz about this more
22 to the extent that on the second bullet point of
23 No. 1, we have an initial disinclination to allow
24 those to be counted. But I need to talk to Liz. I
25 can't elaborate at this point. That was -- we need

1 to talk a little bit more about that.

2 MR. HAMBURGER: Okay.

3 MR. UMHOFFER: So --

4 MR. HAMBURGER: So your disinclination on
5 that, you're -- you're not inclined to agree --

6 MR. UMHOFFER: To agree with -- yeah.

7 MR. HAMBURGER: -- to allow those to be
8 counted.

9 Okay. But you don't have the basis today
10 for why?

11 MR. UMHOFFER: Yeah, I want to discuss that a
12 little bit more with her --

13 MR. HAMBURGER: Okay.

14 MR. UMHOFFER: -- before we give you kind of
15 more on that.

16 The encampment --

17 MR. HAMBURGER: Can we -- can we pause
18 there, though? I just want to make sure.

19 On the housing and shelter solutions, do you
20 any proposed amendments that you would like us to
21 consider or that we should be conferring about?

22 MR. UMHOFFER: No. We just -- I mean, right
23 now, I believe we are seeking no modifications to the
24 agreement at this point. And I -- I get that you are
25 seeking modification, but we don't have any stealth

Page 20

1 modifications --

2 MR. HAMBURGER: Yeah.

3 MR. UMHOFFER: -- you know.

4 MR. HAMBURGER: I -- I guess -- I guess -- I
5 guess my question -- that's helpful.

6 I guess my question is broader than -- since
7 you made it broader, which is -- so just so I have
8 your position clear, you don't believe any of the
9 three events that we identified warrant a
10 modification of the agreement? At least beyond what
11 we've proposed?

12 MR. UMHOFFER: Yeah, we're not -- no, not at
13 this point. No. I'll give it some additional
14 thought, but -- but at this point, none of these
15 things, from our view, alters or should alter the
16 obligations of the City under the agreement.

17 So I understand the City feels differently
18 about that. That's why we're here, and we're working
19 through these, but --

20 MR. HAMBURGER: Yeah.

21 MR. UMHOFFER: -- not now.

22 MR. HAMBURGER: So we provided you with --
23 that -- that's helpful.

24 We provided you with a substantial amount of
25 data in the reports, so I would just encourage you to

1 take a look at that. There -- these are significant
2 fiscal events. And they also take up time of -- of
3 the City officials. And so -- you know, so I
4 understand your position right now is -- is you're
5 not proposing any modifications, and it sounds like
6 you're suggesting that maybe no modifications are
7 warranted.

8 But, you know, our position will be that
9 these are very significant fiscal events, but I
10 understand you can take the position that no
11 modifications would -- would be warranted.

12 MR. UMHOFFER: Well, again, we're -- we're
13 not -- I'm not saying that there are some that we're
14 going to consider here.

15 MR. HAMBURGER: Okay.

16 MR. UMHOFFER: So down the line here, as we
17 go down this list.

18 MR. HAMBURGER: Great.

19 MR. UMHOFFER: But, you know, as the
20 plaintiffs in the case, believing that the -- some of
21 the fiscal -- aspects of the fiscal emergency were
22 not triggered by these events, but were at least
23 equally caused by other just decisions that were made
24 by the City council about funding, the seeds that
25 were planted long ago.

1 And so it's a little bit hard when the, you
2 know, City makes certain decisions at certain points,
3 including its decisions to emphasize the most -- some
4 of the most expensive ways to address homelessness,
5 and then turns around and says, We're out of money
6 and we can't do everything that needs to be done
7 under the agreement, that's -- that's where we run
8 into it.

9 So I get your point that these are events
10 that have -- that are causing problems for the City,
11 but I think the City has also made a bunch of choices
12 independent of these that have led to the fiscal
13 crisis as well.

14 (Overlapping speakers.)

15 MR. SCOLNICK: Can I -- sorry. Just I -- I
16 assume you're not saying this, but just so we're
17 clear.

18 You're not saying, are you, that the City
19 made choices that made the fire damage more expensive
20 or that --

21 (Overlapping speakers.)

22 MR. UMHOFFER: No, of course not. Of course
23 not.

24 MR. SCOLNICK: -- made the ICE raids more
25 expensive?

1 Okay. I assumed not, but I want to know.

2 MR. UMHOFFER: I'm not saying --

3 (Overlapping speakers.)

4 MR. McRAE: And -- and, Matt, here's the
5 thing: A, the Court has already said in its order
6 exactly what we were asserting during the evidentiary
7 hearing, which is how expensive the housing is,
8 et cetera, is in the City's discretion.

9 We got to move on from that. We can't keep
10 relitigating a point that we've already won. I mean,
11 that just doesn't -- to -- to invoke that in the
12 context of talking about choices that have been made
13 is to basically ignore the fact that that's already
14 an established point that's in the City's favor. So
15 that's one thing.

16 But the second thing is this: What would be
17 really helpful when you guys get back to us on what
18 you're going to do with respect to this is when you
19 look at the data that we provided that shows the
20 fiscal impact and you add that all up -- which, by
21 the way, you just answered Kahn's question, none of
22 those things, I think, are you guys saying, Oh,
23 that's self-inflicted harm.

24 So when you look at all of that, if you
25 don't think that that amount of money and the

1 collateral consequences of it has an impact on the
2 City's ability to meet the obligations, two things:
3 One, if you think there was something that was
4 self-inflicted that actually has a quantifiable
5 impact on the City's ability to meet its obligations,
6 it would be great for you to point that out.

7 And secondly, if this amount of economic
8 impact wouldn't warrant a modification, what would?
9 What would the amount be? Or would the position
10 basically be, of the Alliance, literally no amount of
11 fiscal disruption or economic distress would ever
12 warrant any modification of these obligations?
13 Because that will be really helpful for us to know.

14 MR. UMHOFFER: Yeah, I'm not going to answer
15 a hypothetical about what the threshold is.

16 You guys are coming to us -- the Court said
17 that the City has discretion and it does. You're
18 coming to us with -- with a different question, which
19 is we're running out of money, and therefore, we
20 can't meet the obligations. That's a totally
21 separate question from the City discretion. Yes, the
22 city has that discretion. And now that discretion
23 has had consequences in concert with other things
24 beyond the City's control that has led to --

25 MR. McRAE: Right.

1 MR. UMHOFFER: -- to a fiscal point.

2 And so you don't get to declare that the
3 agreement on its face gives the City discretion. And
4 then -- and then the City exercises that discretion,
5 and then as part of that spends a lot of money and
6 then other things run into -- it runs into other
7 things beyond its control that required to spend
8 money, and then take away our ability to say -- the
9 City kind of did some things -- and, again, things
10 that have nothing to do with this, things like giving
11 raises to a bunch of City workers and things like
12 that, that had a huge impact, that people objected to
13 at city council meetings. No, don't spend money on
14 this thing. It's going to cause a fiscal problem,
15 and you're going to take us off a fiscal cliff, and
16 here we are. That's all fair game in answering the
17 question of is the City's -- all these decisions that
18 led up to this, and then the City turning around and
19 saying, Okay, we've had some things beyond our
20 control that have had a significant impact. But you
21 might have had more money had you made different
22 decisions, again, on things that have nothing to do
23 with homelessness. So --

24 MR. McRAE: Can -- can I -- but I -- but I
25 think the point is when you make those assertions, it

Page 26

1 would be very helpful if you would definitize what
2 you are saying because in terms of the raises, for
3 example, just to take that for the sake of argument,
4 if that's a proverbial drop in the bucket in terms of
5 the amount of fiscal wreckage of these other things
6 and the havoc that that's wreaked, that's really kind
7 of a -- an immaterial point. In other words --

8 MR. UMHOFFER: I don't think it is, though.
9 It is -- it's a big number.

10 MR. McRAE: I know -- well, when you say
11 it's a big number, what's the number? Because we
12 gave you the number with respect to what the -- the
13 emergencies that have been declared in terms of what
14 those are in terms of financial impact. That's in
15 the data that we provided you.

16 The thing that you just mentioned, the data
17 point about giving people raises, do you even know
18 what percentage those raises are the amount of money
19 that we're talking about?

20 MR. UMHOFFER: We have that --

21 (Overlapping speakers.)

22 MR. McRAE: Probably not.

23 MR. UMHOFFER: -- Paul, we can probably
24 answer that. But my understanding is that that
25 number is, you know, a nine-figure number. And --

1 you know, and so I'm -- again, I want to be precise
2 about those, but I know that that's been discussed as
3 one of the reasons why the City, independent of these
4 other emergencies, found itself in a really tight
5 spot fiscally.

6 MR. McRAE: And -- and --

7 MR. UMHOFFER: It's a huge number.

8 MR. McRAE: And, Matt, that's why I'm asking
9 as part of this meet and confer, because it would be
10 really helpful if we're going to agree on something
11 or disagree on something, when you make an assertion
12 like that -- which, by the way, to get back to your
13 point to saying you can't exercise discretion and
14 then have things happen beyond your control and not
15 say that they're linked.

16 Well, you kind of can because once you have
17 reserved the discretion under the agreement to do
18 something, you can't penalize the exercise of that
19 discretion when the prop- -- let me finish.

20 MR. UMHOFFER: Okay.

21 MR. McRAE: When the proper -- let me
22 finish.

23 -- when the proper invocation of that
24 discretion is then coupled with things beyond your
25 control. Then what you're trying to do is leverage

1 the proper exercise of authority as something that
2 created the disadvantage when, in fact, it's not a
3 disadvantage that is a self-inflicted harm. It was
4 the proper exercise of discretion.

5 So when you're talking about things that you
6 think are not within the realm of discretion that you
7 think are self-inflicted harm, I'm just saying be
8 precise about it and quantify it and let us know
9 exactly what you're talking so that -- because
10 otherwise, we're just dealing with nebulous
11 assertions about, Well, you know, when things happen
12 and you do things that get in your way, and that's
13 not going to really be productive.

14 MR. UMHOFFER: Well, I -- I -- I'm not
15 committing right now to meet your expectations about
16 specificity around this.

17 Again, I think -- I think it's very safe to
18 say that a fiscal crisis is a combination of a lot of
19 different events and that certain things happening
20 beyond the City's control is irrelevant, but certain
21 things happening that are within the City's control
22 are -- are relevant.

23 And I take your point. I'll -- I'll --
24 about you wanting more specificity around that. I --
25 I don't think it's -- I -- I don't know at this point

1 how specific I intend to be around that. But I -- I
2 take it that you want that, and I will take it back
3 and we'll discuss it amongst ourselves.

4 MR. HAMBURGER: Can -- can I ask you a
5 question about just something you said. I want to
6 make sure we don't have a dispute on this or what
7 your position is.

8 You were suggesting that -- that the fiscal
9 emergency needs to be tethered to the kind of things
10 in the first part of Section 8.2. And maybe I
11 misunderstood you, you know --

12 MR. UMHOFFER: No.

13 MR. HAMBURGER: -- the fires, earthquakes,
14 you know, insurrection, large-scale civil
15 disturbances. The way I read it is that I think our
16 position is that a fiscal emergency on -- on its own,
17 whatever its cause, constitutes an event contemplated
18 under 8.2 when it's been declared by the mayor and
19 the -- the city council. So I just want to make sure
20 that you weren't conflating those --

21 MR. UMHOFFER: So that's on the list. I see
22 that. That is one of the things on the list.

23 And so then the question is: What
24 modifications are warranted in light of that? So
25 that's --

1 MR. HAMBURGER: Got it.

2 MR. UMHOFFER: -- what we're meeting and
3 conferring about.

4 So I see -- and we're reading the same
5 language that fires and fiscal emergencies are on a
6 list of "ors," and so a fiscal emergency alone is
7 enough.

8 The question is: What sort of modification
9 is appropriate?

10 And we as the plaintiffs get to weigh in on
11 that. And you may not like the way we weigh in on
12 it. It may not be specific enough, and then the
13 Court gets to, you know, sort of decide around that.

14 But we will think about the issues that have
15 been raised on the call here, and we will think about
16 whether additional specificity is warranted.

17 Our point, I think we will keep making the
18 point, we will keep fighting the battle, that the
19 City is -- has continued to do the most expensive
20 things necessary. And when you want -- when you come
21 back and you want -- when you do the most expensive
22 things necessary and then you declare a fiscal
23 emergency and want a modification, it is relevant
24 that the City has done the most expensive things
25 possible to house people as opposed to less expensive

Page 31

1 things that could have housed more people or
2 sheltered more people.

3 And I know you disagree with me on that,
4 Marcellus, and I know you don't want me to keep
5 raising it. I -- I think --

6 MR. McRAE: No, it -- it's -- I mean, look.
7 The -- the facts are the facts. You can keep
8 ignoring that but for the fires, but for the raids,
9 but for this fiscal emergency, there's three
10 different things that we've been talking about, I'm
11 sure that you wouldn't disagree that -- you know,
12 you're not making the assertion that even with the
13 election of what you call the most expensive housing,
14 the City would have been able to perform that.

15 In other words, you can't ignore -- it's
16 almost like ignoring the emergencies. By focusing on
17 the most expensive proposition, you're missing the
18 point that it's the emergencies that make this a
19 challenge, that require there to be modifications to
20 the agreement.

21 And -- and by keep coming back to, well,
22 you've done the most expensive option, again, but for
23 the emergencies, you wouldn't be having the
24 invocation, and you wouldn't be having the request to
25 have the modification. So it's sort of like shifting

1 it away from the actual issue.

2 In other words, once the exercise of the
3 discretion is acknowledged by the Court to be lawful,
4 you now have to deal with the emergencies. And if
5 you recognize that and recognize that they have an
6 economic impact, you don't go back and say, Well,
7 yeah, but what about this decision that's perfectly
8 lawful that the Court has acknowledged you have the
9 authority to do?

10 But, again, we've been around on this.
11 You've made your point.

12 MR. UMHOFFER: Yeah.

13 MR. McRAE: We disagree on it. We -- we can
14 move on to another topic.

15 MR. UMHOFFER: Yeah. And we do, and I think
16 that the City is going to have surpluses. In this
17 case, the City has a fiscal emergency. If the City
18 went out and did something crazy with the money,
19 which I'm not saying it did, I'm just -- and then
20 declared a fiscal emergency to excuse itself from --
21 I -- I -- there's a bad-faith hypothetical out there.

22 MR. McRAE: Why are we talking about it,
23 then? Why are we talking about it, then?

24 MR. UMHOFFER: Because you're talking
25 about -- you're trying to make a lot of points that

Page 33

1 include hypotheticals and --

2 MR. McRAE: No, none of my points were
3 hypotheticals. My points were directly talking about
4 the actual emergencies in this case and the -- the
5 baseline false assertion that somehow the City doing
6 something that it reserved the right to do, that the
7 Court acknowledged that it had the right to do,
8 somehow equates to a diminution in the exigency
9 created by these situations and their impact. Those
10 are realities. So let's not talk about --

11 MR. UMHOFFER: If you're going to raise --

12 MR. McRAE: -- hypotheticals.

13 MR. UMHOFFER: If you're going to raise
14 fiscal emergencies, you're making budget choices
15 relevant. You just are. That -- you are. And we --
16 and we do disagree about that, so let's move forward.

17 MR. HAMBURGER: So -- so your position,
18 Matt, just so I understand, is that there has to be
19 scrutiny of why the fiscal emergency was declared by
20 the -- the mayor and -- and the city council such
21 that you get to second-guess, you know, positions
22 about funding that were taken in the past?

23 MR. UMHOFFER: We get to exercise our
24 judgment about whether a modification is appropriate
25 in light of the emergency presented.

Page 34

1 MR. HAMBURGER: Yeah.

2 MR. UMHOFFER: If it was a \$1 emergency and
3 you want a \$10 million break, they're just -- they
4 don't -- they don't match up.

5 MR. HAMBURGER: Okay.

6 MR. UMHOFFER: And so, again, sorry to be
7 talking in the hypotheticals, but I'm trying to
8 answer the question because you're trying to get me
9 to commit to something broadly that would apply
10 across the board, and that feels like a hypothetical
11 to me.

12 So what I'm trying to do is say that in the
13 exercise of our judgment, we get to look at,
14 especially with respect to fiscal emergency, how bad
15 is it? Is this the result of choices that the City
16 has made that were bad choices that are now coming
17 home to roost?

18 So I -- we will disagree about that. I'm
19 not going to take a broad position, Brad, about --
20 about this. I'm trying to be specific, which is in
21 the exercise of our judgment around modifications, we
22 are not going back and saying -- and -- and, you
23 know, relitigating whether a fire occurred or whether
24 the City -- the numbers are that the City finds
25 itself, this fiscal emergency. But in our exercise

Page 35

1 of our judgment about what an appropriate
2 modification is when this is a population that is in
3 as much distress and facing as much challenge as
4 anybody, people who have lost their homes, people who
5 are suffering under the ICE raids, the people who are
6 struggling a few blocks away from me are in as dire
7 straits as many of those people, if not more so.

8 And so we get to balance all that and our
9 decision -- and our decision about, Okay, what is the
10 City -- when the City wants a modification of an
11 agreement that they had entered into with eyes open,
12 you know, we get to exer- -- we get to take in a lot
13 of different factors. And that --

14 MR. HAMBURGER: But I'm assuming that you're
15 not taking the position that -- that the fiscal
16 emergency was declared in bad faith? Or are you
17 taking that position that it was declared in bad
18 faith?

19 MR. UMHOFFER: I'm not a fiscal guy. So I'm
20 not looking to say that something was taken in bad
21 faith or that somebody's declared a fire in bad faith
22 or the ICE raids in bad faith. That's not what I'm
23 doing. I'm just saying that I get to exercise as
24 the -- you know, and my client gets to exercise their
25 judgment as the plaintiff about whether the

1 modification makes sense in light of the declared
2 emergency. There is a relationship between the two.
3 And so --

4 MR. HAMBURGER: Okay.

5 MR. UMHOFFER: -- we just get to factor all
6 that stuff in.

7 MR. HAMBURGER: I think as part of -- as
8 part of the meet and confer, which I understand will
9 be ongoing, I think it would be helpful, if you are
10 taking the position that no modifications are
11 warranted, if you're doing that because you don't
12 believe that the emergencies are of sufficient
13 significance or if they are, you know, somehow
14 pretext or bad faith or something, because you --
15 you've made those -- you've used the word "bad
16 faith," I think, you know, or you've had
17 hypotheticals about, you know, minor fires and --

18 MR. UMHOFFER: Yeah, because you asked me for
19 a general proposition --

20 (Overlapping speakers.)

21 MR. HAMBURGER: But I want to say, I think
22 it would be useful for our meet and confer -- I
23 understand what your position is. Your position is
24 that that needs to be in the calculus when you're
25 assessing the proposed modifications. And I

Page 37

1 understand that.

2 I just want to -- it would be helpful for
3 the meet and confer process if you are taking the
4 position that there's -- you know, that there's
5 nothing -- that these are fake emergencies or -- or a
6 fiscal emergency that's not real or is not --

7 MR. UMHOFFER: I am not stating that.

8 MR. HAMBURGER: Okay.

9 MR. UMHOFFER: I am not stating those things.

10 MR. MCRAE: And -- and -- and, Matt, just to
11 correct this, when you say we're asking for broad
12 application, we're actually not.

13 These are three emergencies that have been
14 identified, and there are then, in the email that was
15 sent to you, specific requests on these particular
16 facts in this particular case relative to shelter,
17 housing solution, and encampment reduction. So I'm
18 really a little confused about, when we ask for what
19 say you with respect to these emergencies and these
20 specific requests for modification, I don't get the
21 connection to, Well, you're asking me for a broad
22 application. It's not a broad application.

23 MR. UMHOFFER: Well, that's what that's
24 doing. That's -- when Brad asks questions about, Are
25 you taking the position that under this agreement,

Page 38

1 and then he states a claim, I'm responding to that.

2 And so I am happy to get right back to No. 2
3 here. I -- you know, because we are -- we are having
4 some academic arguments here. Let's get back to
5 No. 2. We've gotten through No. 1. Let's get
6 through No. 2 --

7 MR. HAMBURGER: Okay. Number 2.

8 MR. UMHOFFER: -- which is the agreement
9 that's a 6129 reduction that the City has reported.
10 I can -- I can just let you know under the first
11 bullet, that's an easy no on our -- on our side.
12 Given the facts that were developed at the hearing,
13 given the -- given what the Court found on this
14 point, we will not agree to that.

15 I -- as to the second bullet point --

16 MR. McRAE: Well, before -- before you go to
17 the second one, then what position does the Alliance
18 take with respect to the number of reductions that
19 shall count?

20 MR. UMHOFFER: We don't have that information
21 because the City is still in violation of the Court's
22 order to report only numbers that comport with the
23 City's -- or, excuse me, with the -- with the
24 definition as articulated by the Court. So until we
25 have numbers reported that are compliant with the

1 Court's order, an order that the Court has announced
2 that the City has -- has violated, which is you need
3 to report numbers that are compliant with this. You
4 put out a report that still counts it the old way.
5 I -- there's no possible way I can come up with a
6 number that works without accurate reporting.

7 And so until you can report a number that --
8 and we can kick the tires. I'm not going to take
9 your number at face value, but until you report
10 numbers under this -- the definition articulated by
11 the Court twice now, we're not -- we -- we can't give
12 you a number. We'd just be guessing --

13 MR. HAMBURGER: So -- so --

14 (Overlapping speakers.)

15 MR. UMHOFFER: -- tell us how many reductions
16 you've made under that definition.

17 MR. HAMBURGER: So, Matt, I think we are
18 proposing an amendment to the agreement. Okay? And
19 the amendment to the agreement in light of the fiscal
20 emergency would be that we would agree to count the
21 6,129 reductions as reductions, and that is the --
22 the amendment we're asking you to consider.

23 MR. UMHOFFER: Okay. Yeah, I -- that's a
24 weird -- and now that you articulate it that way,
25 it's just kind of a weird amendment. But -- I mean,

Page 40

1 you can amend any way you want, I guess. The
2 amendment would say there have been -- the parties
3 hereby agree that there have been 6,129 reductions,
4 and we will not agree to that.

5 MR. HAMBURGER: And --

6 MR. McRAE: And --

7 MR. HAMBURGER: You count any number of
8 those? At this point you're saying no?

9 MR. UMHOFFER: No, because we -- you guys
10 need to give us --

11 MR. McRAE: Let me -- let me --

12 MR. UMHOFFER: You guys need to give us
13 numbers. So I -- if you guys want us to count any
14 number, I need more information.

15 MR. McRAE: Let me --

16 MR. UMHOFFER: So what I'm saying is no to
17 the 6129. If you guys want to give us actual
18 information about how many actual reductions you've
19 made that are compliant with the Court's definition,
20 you guys can do that. You don't have to, but you can
21 do that, and then I'll consider a number.

22 MR. McRAE: I think -- let's not conflate
23 these points. I -- I think that where Brad was going
24 is -- and these are two different issues. One
25 question is: Do you count anything? One? five? a

Page 41

1 thousand? 2,000? Anything?

2 And I think you've answered that you are not
3 in a position to count anything. We can agree to
4 disagree about whether or not you are in a position
5 to count anything.

6 The second question, independent of what you
7 consensually agree should be counted, is in an effort
8 to effect a modification of the agreement, is there a
9 number that you would agree to? That doesn't require
10 you to agree that something is counted or not
11 counted. It's a question of whether or not you are
12 willing to agree for purposes of modifying the
13 agreement to a number. So --

14 MR. UMHOFFER: And I'm telling you I want you
15 guys to give me the count under the -- if you want me
16 to give you a number --

17 MR. McRAE: I know but --

18 (Overlapping speakers.)

19 MR. McRAE: No, no. I'm sorry.

20 MR. UMHOFFER: No.

21 (Overlapping speakers.)

22 MR. McRAE: Matt, Matt, I'm sorry. You're
23 not -- you're not answering my question.

24 Respectfully --

25 MR. UMHOFFER: I know. There is not a

Page 42

1 number.

2 MR. McRAE: By saying -- by saying -- and I
3 apologize to the court reporter 'cause we are talking
4 over each other. We should refrain from doing that.
5 I will commit to try to do that, and I'm sure you
6 will as well.

7 I am not asking you what you would agree to
8 count. I've already parsed the distinction between
9 what you think is eligible to be counted versus what
10 number in order to effect a modification you would
11 agree to. That does not require a mathematical
12 analysis. It doesn't require a specific
13 documentation and a specific form. Nor does it
14 require someone to try to go back in time before an
15 order was declared giving particularity and more
16 clarity to what was requested. Doesn't require any
17 of those things.

18 It just requires: Is there a number that you
19 would agree to for purposes of a modification? It's
20 a yes-or-no question.

21 MR. SCOLNICK: Not without more information
22 from the City. Period.

23 MR. HAMBURGER: Can you be specific and
24 maybe you'll tell me --

25 (Overlapping speakers.)

1 MR. UMHOFFER: I -- so I am allowed to
2 exercise my own judgment about what that number is,
3 and I'm telling you, I will not commit to whatever
4 number or I will not throw a number out until I have
5 the information that I want from the City on this.

6 So the answer is zero number. I'm not going
7 to give you a number. The number remains what it is
8 in the agreement. No modification. I am open to
9 giving you a number once you give me that
10 calculation. And I get to make that decision,
11 Marcellus. That does -- I've decided that that
12 number that you're asking for from me, I am -- that
13 I'm not going to give it to you without that
14 information. And I get -- I do get to decide that.

15 Brad?

16 MR. HAMBURGER: Yeah. So I -- I guess, you
17 know, that -- that raises the question of what
18 information that you want about the 6,129 reductions.

19 So -- so what information -- and maybe it's
20 something that will be in your list of things you
21 want from us, but -- but you -- you've mentioned a
22 couple times you need more information about those
23 reductions.

24 MR. UMHOFFER: I've told you precisely what I
25 want, which is of that number, what number

1 comports -- does the City believe comports with the
2 definition the Court has articulated? So very
3 straightforward. Of the 6129, is it a thousand that
4 meets the Court's definition? Is it one? Is it
5 zero?

6 MR. SCOLNICK: But can I ask again, and
7 maybe this isn't helpful. But I'm curious.

8 Let's say it's zero. Just hypothetically.
9 I'm not saying it actually is zero, but let's say
10 we -- we are unable to find --

11 MR. UMHOFFER: I thought we were trying to
12 get away from hypotheticals.

13 MR. SCOLNICK: That was a different topic.
14 I'm trying to understand the point.

15 MR. UMHOFFER: All right.

16 MR. SCOLNICK: If it's zero -- 'cause you're
17 asking for information. What if the information
18 shows it's zero? Are you going to say zero count?

19 MR. UMHOFFER: I might, but I'm not
20 committing to that right now. I want you guys to
21 give me the number. I mean, I just -- you know.
22 Okay. So apparently we're allowed to do
23 hypotheticals right now.

24 If the City is literally cre- -- reduced
25 zero encampments under the Court's definition, good

1 Lord, you know, we've got a lot of work to do.
2 And -- and I -- and that would be deeply concerning
3 to me. And you've got a commitment to over 9800 and
4 you're at zero right now in the hypothetical? I'm
5 not saying you are, but I'm trying to play with your
6 hypothetical. I mean, that's what we bargained for.
7 And these things were supposed to have happened
8 before there was a fiscal emergency declared.

9 And so if the City hasn't done anything when
10 it's had the money to do so, under your hypothetical,
11 I -- I'm even more concerned and more committed to
12 that 9800 number.

13 But I'm not declaring that the number will
14 always be zero for us. We may give you -- we might
15 give you five. I don't know right now, because you
16 guys aren't giving me the information I need to make
17 an educated decision about whether, in the
18 plaintiffs' view, a modification, it would be a
19 reasonable modification to give you credit.

20 When you ask for 6129, and -- you know, if
21 you guys are at 6100 and you want 29 more beds, I'll
22 probably give them to you -- or, excuse me, 29 more
23 reductions, I'll probably give them to you, you know.

24 And so that's why I need that information,
25 to figure out -- to exercise my discretion and the

1 client's discretion and, you know, our collective
2 discretion around whether that's a reasonable
3 modification or not that we would agree to. So I
4 mean, I don't think -- I don't think there's much
5 more to say on that, but I'm sure somebody might --
6 might disagree.

7 MR. SCOLNICK: Not me.

8 MR. UMHOFFER: Okay. Second bullet point,
9 400 reductions.

10 Hard to say. You know, I -- I think we need
11 to answer the first question before we can give you
12 an answer on the second. I'll -- you know, if the
13 point is that there will be -- okay. We give you the
14 credit for the 6129 plus you'll do 400 more and that
15 will be it, and you won't hit the 9800 number under
16 any scenario, that's one scenario that, you know, is
17 probably problematic for us. I -- I just can't tell
18 if -- if -- and so maybe from a clarification
19 standpoint, is the proposal, 1 and 2 together, that
20 you -- you guys get credit for the 6129 and then
21 there's another 400, and then not -- and then
22 that's -- that's it? You guys are done on encampment
23 reductions?

24 MR. HAMBURGER: That -- that's our
25 proposal --

1 MR. UMHOFFER: Okay.

2 MR. HAMBURGER: -- with the -- with the
3 understanding that the -- the 400 reductions would be
4 reductions within the meaning of -- of reductions
5 that the Court has established.

6 MR. UMHOFFER: That -- yep.

7 MR. HAMBURGER: And -- and specifically,
8 I -- I want to be clear on that. Either paired with
9 an offer of shelter reducing tents, makeshift
10 shelters, or RVs paired with an offer of shelter, or
11 when a -- a tent, a makeshift shelter or RV are
12 removed because they are unattended after 24 hours'
13 notice being provided when the items are removed,
14 which we consider to be abandoned, which I think
15 comports also with what -- what the Court said in its
16 most recent ruling on this. So that would be the --
17 the idea that --

18 And just so you understand, you know, I
19 think we -- we've briefed this, we -- we think we had
20 a different agreement always on this. We think this
21 idea about offers of shelter is something that wasn't
22 in the original agreement, and that in prior meet and
23 confers that led up to the prior agreement, that
24 there was agreement on that, that -- and that if the
25 number was going to need to include offers of

Page 48

1 shelter, that the -- the total number would have to
2 be substantially less than 9,800, and that -- but in
3 light of the fiscal emergency, we don't believe
4 that -- we believe that the 400 is what we can do,
5 and so that is our -- our requested modification.

6 MR. UMHOFFER: Okay. Yeah. And -- and that
7 clarification is helpful around the 400 being --
8 well, for lack of better term, compliant with the
9 Court's definition.

10 MR. HAMBURGER: Yeah.

11 MR. UMHOFFER: So I understand what the --
12 I -- I think that -- I mean, predicting -- leaning no
13 on that. But, again, I really need the information
14 that I've asked for under No. 1 to really assess
15 this. So you guys can give it to me or not.

16 MR. McRAE: And -- and, Matt, can I ask you
17 a quick question about that?

18 Do you -- you acknowledge -- I just want to
19 make sure that we're operating, again, on the same
20 page.

21 The Court actually did not clarify what it
22 understood reduction to mean until orders, not just
23 this year, but really until we got the order in June,
24 after the evidentiary hearing.

25 So, in other words, this -- this paradigm or

1 interpretation under which we're operating now, I
2 mean, the history of the case shows that it wasn't
3 extant prior to the Court issuing that clarifying
4 order.

5 And the reason I ask that is because, you
6 know, at some point, if you acknowledge that this is
7 why -- and I understand what you're saying, that it's
8 your position that you need a number, but are you
9 factoring into your reflection on whether or not
10 you'll accommodate a modification of this number, the
11 reality that for the City, for the Alliance,
12 everybody else involved in the case, we didn't get
13 this clarification until we got the order just, you
14 know, six or so weeks ago.

15 MR. UMHOFFER: Absolutely not.

16 MR. McRAE: Okay.

17 MR. UMHOFFER: So I don't agree with that.

18 MR. McRAE: And -- and -- you don't agree --

19 MR. UMHOFFER: I'm not --

20 (Overlapping speakers.)

21 MR. McRAE: I'm sorry. I want to make sure
22 I understand what you don't agree with.

23 You don't agree that the Court clarified or
24 provided -- I shouldn't even say "clarified" --
25 provided its understanding of what that term meant in

1 an order that was issued in June? You don't dis- --
2 you don't agree with that?

3 MR. UMHOFFER: I mean, Marcellus, I -- I'm
4 not going to be -- this is a different question than
5 what you just asked. The question you asked is --

6 MR. McRAE: No, that is the question I
7 asked.

8 MR. UMHOFFER: -- do you accept -- so, no,
9 this is a different question. You asked me: Do you
10 accept the reality that the parties weren't operating
11 and everybody, including the LA Alliance, weren't
12 operating under the Court's definition until the
13 Court announced the definition? No, I won't agree.
14 I won't -- I don't agree with that.

15 We've always had the Court's understanding
16 of that. So -- so that's -- that's the problem I
17 have with what you've laid out, which is: Would you
18 agree that everybody thought it was different
19 until --

20 MR. McRAE: No, that's not what I said.
21 That's not --

22 (Overlapping speakers.)

23 MR. McRAE: -- literally is not what I said.

24 MR. UMHOFFER: Okay.

25 MR. McRAE: I did not say did we have

1 unanimity. My question was --

2 MR. UMHOFFER: No, no, no.

3 MR. McRAE: But that's what you just said.
4 You said everyone. And obviously I didn't say that.

5 I simply asked you: A, do you acknowledge
6 that the Court did not issue the order where it
7 actually said, This is what this term will mean,
8 "encampment reduction," and specifically focusing on
9 the evidence that was gathered at the hearing until
10 June of this year? And if so, do you think that that
11 should in any way have any impact whatsoever on how
12 the parties go about meeting and conferring in order
13 to deal with the realities of the agreement on a
14 going-forward basis?

15 MR. UMHOFFER: So I acknowledge there was an
16 order that the Court issued, and I acknowledge that
17 there was an order that the Court issued in March on
18 this issue.

19 MR. McRAE: Mm-hmm.

20 MR. UMHOFFER: So those -- those exist. They
21 reflect what we believe to be the plain meaning of
22 language as it existed. That -- and so those orders
23 reflect what we believe and understood to be the
24 plain meaning. If we thought that we were agreeing
25 to 9800 tent disposals, abandoned tent disposals, We

Page 52

1 would not -- that -- that's not what's in the
2 agreement.

3 MR. McRAE: Matt, Matt --

4 MR. UMHOFFER: And so --

5 MR. McRAE: -- didn't Ms. Mitchell actually
6 send an email at one point where it was -- I'm trying
7 to remember -- let me -- let me -- let me get back to
8 that. Maybe I can try to find that document.

9 MR. UMHOFFER: No, track it down. Let's keep
10 this going.

11 MR. McRAE: But -- but -- but -- but my --
12 my question is: When you say you didn't agree to
13 that, as Brad pointed out, I think you may have even
14 participated in the meeting conferring on this. Part
15 of the issue with how you got to the number on the
16 encampment reductions was because if it were to be
17 coupled with an offer of housing, there's no way that
18 they would have had the number be at 9800.

19 And -- and I mean, we could lay out for you
20 and show you the progression of the exchanges on
21 this. I mean, you lived this history.

22 You -- you don't remember there being an
23 exchange between, Well, we want the number to be X,
24 we want the number to be Y, and the way that the
25 parties arrived at 9800 was because it wasn't going

Page 53

1 to be coupled with an offer of housing. You don't --
2 you -- if -- if we --

3 MR. UMHOFFER: That's not -- that is not my
4 recollection. Neither of us have those documents in
5 front of us now.

6 MR. McRAE: Oh, we --

7 MR. UMHOFFER: You guys have tried to pull
8 those out and tried to convince the Court of that,
9 and you failed. And so --

10 MR. McRAE: No, no. But -- but that's a
11 separate --

12 MR. UMHOFFER: So I --

13 MR. McRAE: That's a separate question of
14 whether -- we're talking to you right now. And the
15 point is that if we lay the documents out in front of
16 you that reflect that that's exactly what happened, I
17 have to think that you would acknowledge the reality,
18 that, yeah, that's exactly the exchange that you
19 engaged in.

20 MR. UMHOFFER: You're asking another
21 hypothetical and --

22 MR. McRAE: No, it's not a hypothetical.

23 MR. UMHOFFER: No, it is. If I put documents
24 in front of you -- you literally said, If I put
25 documents in front of you, you will agree that X.

Page 54

1 MR. McRAE: No, no. The documents --

2 MR. UMHOFFER: I'm not agreeing to --

3 MR. McRAE: The documents are not
4 hypothetical.

5 Let me -- let me ask you a different
6 question.

7 You really don't recall -- this is my
8 question to you -- that the 9800 number was achieved
9 because the City was not willing --

10 MR. UMHOFFER: No.

11 MR. McRAE: -- to have a number that high
12 with an offer of housing?

13 And -- and you don't remember that there was
14 a -- a proposal or a plan that was submitted that did
15 not have the accompaniment of an offer of housing and
16 that that's what you eventually settled on?

17 MR. UMHOFFER: I know what the plain language
18 of the agreement is. That's what matters. The
19 history of the negotiation --

20 MR. McRAE: Well, there's not --

21 (Overlapping speakers.)

22 (Admonition by the Reporter.)

23 MR. McRAE: You said that the agreement has
24 the plain language within it.

25 There's no offer of housing with encampment

Page 55

1 reduction in the agreement; right? That's not --
2 words are not there.

3 MR. UMHOFFER: Okay. The Court has
4 interpreted the agreement. That's what the -- that's
5 the interpretation that is derived from the plain
6 language, and we're sticking with it. And so that's
7 the definition we're using, and I believe we're now
8 through Section 2, both -- both bullets at this
9 point.

10 MR. HAMBURGER: Yeah. I just want to
11 clarify something. I understand that you're --
12 you're -- you're taking the position about what the
13 agreement said, and you're taking a position about
14 what the Court has ruled.

15 I just want to make very clear, we are
16 proposing amendments to whatever you think the
17 agreement was before, and -- and the amendments we
18 are proposing is that we would no longer have the
19 9,800 by next June; that we would agree to count the
20 6,129 reductions that we have reported already under
21 our understanding of that obligation towards the
22 reductions. And the agreement would be a new
23 agreement, 400 reductions at the -- at -- you know,
24 as I explained earlier, in accordance with either an
25 offer of shelter or removing an unintended --

Page 56

1 unattended tent, makeshift shelter or RV. That is
2 the proposal. It is -- I will admit to you is a
3 modification of whatever the agreement was before.

4 So --

5 MR. UMHOFFER: I understand. I understand.

6 MR. HAMBURGER: -- that is our proposal.

7 MR. UMHOFFER: I understand your proposal,
8 and I am informed by the -- by what's happened here
9 about what you're proposing. I've gotten
10 clarification about the 400. I will get a written
11 request to you about more information on the 6100.
12 You can give me more information or not, and we'll
13 take it from there.

14 As for RAND, can you guys tell me how much
15 money the City has given RAND over the past five
16 years?

17 MR. HAMBURGER: What to you mean by "given"?

18 MR. UMHOFFER: Do you -- you do know that the
19 City and several agencies within the City are
20 identified publicly as funders of the RAND
21 Corporation; correct?

22 MR. HAMBURGER: I don't have personal
23 knowledge of that, but -- but I just want to -- I was
24 asking a clarifying question. We'll probably have to
25 get back to you on this, but by "given," I -- I

Page 57

1 assume you don't mean just donations.

2 Are you talking about --

3 MR. UMHOFFER: I don't know -- I don't know
4 how it works. Obviously, there's multiple different
5 agencies. I mean, my point is RAND is a nonstarter
6 for us because the City -- because it has a
7 preexisting relationship with the City and the City
8 funds it in a variety of different ways according to
9 RAND's website.

10 So we're -- we want a neutral, a true
11 neutral that is not dependent on the City for income,
12 that has not received income from the City in the
13 past in any meaningful amount. But based on the
14 website, it appears that -- that, you know, RAND has
15 gotten a substantial amount of money from the City,
16 even in exchange for services. I'm not suggesting --

17 MR. MCRAE: Well, that -- that was with the
18 distinction --

19 MR. UMHOFFER: Yeah. So --

20 MR. MCRAE: Who -- who do you propose?

21 MR. UMHOFFER: RAND -- I mean, look, we
22 think -- we are getting inquiries from the folks.
23 The way the process worked before is it was -- you
24 know, there were people sort of -- you know, the
25 Court had people coming to it, around it, the parties

1 do.

2 I think we should treat this a little bit
3 like coming up with a mediator, which is that we all
4 come up with multiple people. I -- we certainly
5 think that A&M should be on -- is going to be on our
6 list. And we think they've already, you know,
7 developed a substantial amount of expertise. We
8 understand that the City disagrees, but they'll be on
9 our list. There are -- so that's the one that has
10 come to mind for us, but I think we should, you know,
11 work on exchanging a list.

12 But I -- I just can't agree to somebody that
13 the City -- that has a preexisting financial
14 relationship -- a substantial preexisting
15 relationship with the City.

16 And I'm sorry because, I mean, RAND seems
17 like a good organization, generally speaking. But I
18 just can't agree to -- I mean, I could be overruled,
19 obviously, by the Court, but we -- we would object to
20 RAND. So --

21 MR. HAMBURGER: You seem to have some
22 information about -- if you could provide the
23 information you're referencing that has the issues
24 with RAND, and, you know, we could take a further
25 look at it.

1 MR. UMHOFFER: Yeah, I -- I will. I mean, I
2 Googled RAND --

3 MR. HAMBURGER: That would be helpful.

4 MR. UMHOFFER: I -- I Googled how we are
5 funded at RAND, and five or six different City
6 organizations come up, so ...

7 MR. HAMBURGER: Sure. Yeah, we would just
8 like to take a look at that.

9 And --

10 MR. UMHOFFER: Sure.

11 MR. HAMBURGER: -- and, Marcellus, I don't
12 know if you want to speak to A&M.

13 MR. McRAE: I mean, obviously, you know, I
14 think it's not going to come as a surprise to you. I
15 believe -- do -- do you have other entities that you
16 have talked to or thought about?

17 MR. UMHOFFER: Well, we've gotten some -- I
18 don't have the -- we've got a few others, so we'll
19 share them. I think Liz has had those conversations,
20 so we'll share a list. And I think we should all
21 just -- I mean, I think it's just going to take a
22 list, and we're just going to have to work through
23 it.

24 But no, other than A&M right now, I don't
25 have another group in mind. So we may just both have

Page 60

1 to go fish --

2 MR. McRAE: Yeah.

3 MR. UMHOFFER: -- on this.

4 And, you know, knowing the Court -- you
5 know, there were some people who put in for the A&M
6 role previously, and I don't know whether they -- and
7 so -- and I think some of them came through the
8 Court. I don't know -- I don't remember who they
9 were, though.

10 MR. HAMBURGER: And I think, Marcellus, I
11 don't think you --

12 (Overlapping speakers.)

13 MR. McRAE: Brad, you can -- you can go
14 ahead and speak to the -- to the A&M piece.

15 MR. HAMBURGER: Yeah. I just want to make
16 clear that -- I think Marcellus implied it, but just
17 for the record, that we -- we object to A&M. We
18 believe that they're a nonstarter here, you know,
19 largely based on the experiences and the -- and the
20 arguments we've made about them in our briefing and
21 at the evidentiary hearing.

22 And also -- yeah, so -- so that -- that --
23 but -- but I -- I guess I'm an optimist -- cautiously
24 optimistic. If -- if -- a mediator-type scenario, if
25 you want to provide options to us --

Page 61

1 MR. UMHOFFER: Mm-hmm.

2 MR. HAMBURGER: -- that would be helpful,
3 and then we'll get back to you once you do that
4 and -- but we would like to -- you know, I understand
5 you're -- you're not inclined to agree to RAND, but
6 we -- we would like more details about the objection
7 on RAND, because it sounds like it's this funding
8 issue, not qualifications. So we just would like
9 more detail on that.

10 MR. UMHOFFER: Yeah. I mean, I -- the
11 funding issue, sort of, you know, both asks --
12 both -- just answers the question for us, so I don't
13 think we need to go beyond that.

14 MR. McRAE: Well, I -- I did have one
15 question about that.

16 When you cite that, is that a personal or
17 visceral objection to an existing -- purported
18 existing relationship, or is there some authority or
19 source that you are asserting disqualifies RAND due
20 to the alleged financial relationship?

21 MR. UMHOFFER: I -- I think that -- I -- I
22 don't know that anybody who wanted to sort of -- you
23 know, like an arbitrator who -- if -- if an
24 arbitrator had separately done work for a company, I
25 think they would recuse -- I'm trying -- I mean, this

Page 62

1 is a general standard, but I'm trying to apply sort
2 of the similar standard.

3 So, you know, if an arbitrator had
4 previously done work for a company and then that
5 company came before them, they'd recuse themselves.
6 I mean, that's the kind of thing. I mean, both L.A.
7 County and L.A. City are -- are -- are listed as
8 funders of -- of RAND.

9 MR. McRAE: Right.

10 MR. UMHOFFER: And L.A. City and County
11 are -- so I -- it's just in the exercise of -- I --
12 so I'll make it easy for you. In the exercise of our
13 judgment, based on that alone, RAND is -- we would
14 object to RAND. Just --

15 MR. McRAE: Right. I --

16 MR. UMHOFFER: We don't -- we don't need to
17 do -- go any further from my perspective.

18 MR. McRAE: Well, that -- that's fine. That
19 answers my question. In other words, there is no
20 source authority that you're aware of that
21 constitutes a per se disqualification. This is just
22 more personal judgment, as you say.

23 And I mean, obviously, the City is different
24 than two civil litigants in terms of, you know, who
25 it may have contracts with or who it may have

Page 63

1 dealings with.

2 So I mean, I don't -- I don't think you're
3 suggesting that those are fungible for purposes of
4 your arbitrator analogy. But no, that's helpful.

5 And if you do become aware of some, you
6 know, per se disqualification or source that would
7 suggest that that was the case, that would also be
8 helpful.

9 MR. UMHOFFER: Yeah. I think that there
10 are -- I just don't know how a monitor is viewed by
11 the courts. I think that there are some standards
12 out there, and I don't know -- I feel like I've
13 touched on them at some point during the case about
14 special masters and their -- and so court rules about
15 special masters and conflicts and things like that
16 and the fact that they will be viewed similarly to a
17 judge. And I just don't know if monitors fall within
18 that, so that be the one that I would look at. But
19 I'm not aware of a court decision or a statute or
20 rule of civil procedure right now that would act to
21 disqualify RAND.

22 I'm just saying that as the plaintiff in the
23 case, I'm not inclined to go with a neutral that has
24 received a substantial amount of funding from my
25 opponent.

Page 64

1 MR. SCOLNICK: Hey, Matt --

2 MR. HAMBURGER: I think -- I think on that
3 point -- go ahead, Kahn.

4 MR. SCOLNICK: I might be able to help you a
5 little bit there. I believe -- I'm just Googling
6 as -- as you're talking, and I think there's --
7 you're going to the -- RAND's website, How We Are
8 Funded, and a list?

9 MR. UMHOFFER: Yep.

10 MR. SCOLNICK: And -- and the list that
11 comes up is City of Los Angeles, and there's five
12 departments under there?

13 MR. UMHOFFER: Yep.

14 MR. SCOLNICK: Those are all county
15 departments. Maybe it's the way that they screwed up
16 and listed it for the City. But, like, the public
17 defender is not a city. It's a county organization.
18 The Department of Mental Health, Public Health, the
19 school district, the probation, those are all county.

20 MR. UMHOFFER: Yeah, I understand that. I
21 also understand that the -- that RAND has done
22 studies that -- about what's happening in the City of
23 Los Angeles. And so whether those subheads are just
24 located under the wrong entity -- like, you see the
25 County of Los Angeles below that. So whether those

Page 65

1 subheads are located under the wrong county entity.
2 I do also -- I also am aware that RAND has produced
3 studies that are related specifically and limited to,
4 in my understanding, the City which, I presume, were
5 funded by the City in some way.

6 So the combination of those two things --
7 look, if you guys want to tell us RAND got five
8 bucks, I'll re- -- I'll reconsider.

9 MR. SCOLNICK: Let -- let us find out.
10 'Cause for all I know, they did get five bucks, but I
11 don't know. So let -- let's find out how much, if
12 any, money the City has given RAND.

13 MR. McRAE: Yeah, and we don't want to work
14 off presumption.

15 MR. UMHOFFER: Yeah. And the county is
16 relevant, too, from our perspective, because they're
17 also, you know -- they're also, you know, on the
18 other side of the meet from us on this.

19 As for --

20 MR. McRAE: Not -- not under the Alliance
21 agreement, though.

22 MR. UMHOFFER: No, that's correct.

23 MR. McRAE: Okay.

24 MR. UMHOFFER: That's correct.

25 MR. McRAE: All right.

1 MR. UMHOFFER: I -- with respect to the
2 duties of the monitor -- I apologize. I have a
3 hard -- I have a DOJ meeting coming up at -- that I'm
4 going to need -- I didn't think that we were going to
5 go the full two hours. So -- so I'm coming up short
6 on time, and so I know that there's more to discuss
7 here.

8 On the duties of the monitor, you know --

9 MR. McRAE: I think that was lifted directly
10 out of the order, so we really shouldn't have any
11 dispute there.

12 MR. UMHOFFER: I can't say -- this is -- this
13 is a place where I know Liz is going to have some
14 input, and her not being on the call leaves us --
15 leaves me at a deficit. So I -- I don't think we can
16 make a commitment around this at this point, but
17 we're looking at it and we understand --

18 MR. McRAE: Can you -- can you commit that
19 whatever the Court says the duties are, that you're
20 not going to try to go beyond what the Court says the
21 duties are?

22 MR. UMHOFFER: Is that a -- okay. So --

23 MR. McRAE: No, it's not a hypothetical.
24 It's an actual question.

25 MR. UMHOFFER: No, it's if the Court -- I

1 mean, it's a definition of hypothetical, Marcellus.

2 MR. McRAE: No, no, not --

3 MR. UMHOFFER: You say if the Court says
4 this --

5 MR. McRAE: No, no.

6 MR. UMHOFFER: -- you will do that. That is
7 a hypothetical.

8 MR. McRAE: Because I was trying to not
9 have -- require you to agree with me that that's the
10 language. So let me rephrase the question.

11 That's what the language in the agreement
12 says. You guys are not going to try --

13 MR. UMHOFFER: I don't have the agreement in
14 front of me.

15 MR. McRAE: You're not going to try to
16 expand on that; right?

17 MR. UMHOFFER: I'm not make -- I'm not saying
18 one way or the other right now, so --

19 MR. McRAE: What would be the reason --
20 what -- what would be the basis to expand the duties
21 beyond what the Court has said the duties are?

22 MR. UMHOFFER: Another hypothetical.

23 MR. McRAE: No. It's -- no.

24 MR. UMHOFFER: Yeah, what would be the
25 duties?

1 MR. McRAE: You just said you're not willing
2 to commit to it, and I'm asking you --

3 MR. UMHOFFER: Yeah.

4 MR. McRAE: -- as you sit here now, what
5 thoughts in your mind could possibly justify
6 expanding or changing the duties prescribed in the
7 order?

8 MR. UMHOFFER: I think that we can get more
9 specific. And I think that the duties identified in
10 the order could benefit from additional negotiation
11 and conversation between us to further define them.
12 So if you guys -- and you guys can participate in
13 that. I'm not going to -- I'm obviously not going to
14 unilaterally try to inflict new obligations on you.
15 But I think that the language in the order is a
16 helpful starting point, and I think that we could do
17 better in terms of getting more specific in ways that
18 could benefit both of us.

19 So I -- you may not be interested in that.
20 That's fine. I'm going to take -- I haven't compared
21 word for word. I'm going to take, you know, that
22 this is a quote or an accurate paraphrase of that.
23 We will look at it, and we will get back to you about
24 what -- about defining the scope.

25 But I'm -- in some ways, I see the Court's

1 interpretation like a term sheet, and we have to
2 negotiate something more detailed so that we avoid
3 disagreements and vagueness and things like that
4 going forward. The more time we spend trying to, you
5 know, hammer that out together, not unilaterally, but
6 together, I think the better the monitor process will
7 be, so -- so --

8 MR. SCOLNICK: Can we get 45 days?

9 MR. UMHOFFER: I'm sorry?

10 MR. SCOLNICK: Can we get the 45 days? That
11 should be easy, I hope.

12 MR. UMHOFFER: Where's -- sorry. Remind me
13 the 45 days --

14 MR. SCOLNICK: Additionally, given the new
15 requirement for the monitor, we want 45 days
16 following the close of a quarter to -- to report.

17 MR. McRAE: To file the quarterly reports.

18 MR. UMHOFFER: Okay. So tell me how that --

19 MR. McRAE: It would be 45 days after the
20 close of a quarter to file a quarterly report.

21 MR. UMHOFFER: For --

22 MR. McRAE: That's the request.

23 MR. UMHOFFER: Right. And so I just want to
24 make sure I understand. New requirement, the monitor
25 review, 45 days. I mean, I -- so the modification to

1 the agreement would be that in light of the monitor
2 coming in 45 days later, I'd like it to be tighter.
3 I'd like it to be 30, but I -- I can talk to, you
4 know, Liz about it.

5 MR. McRAE: Any -- any reason why -- why 30
6 as opposed to 45?

7 MR. UMHOFFER: Because -- I mean, I -- we
8 just want those reports as quickly as possible, you
9 know, and we want to -- we want to keep things moving
10 quickly in as many different ways as possible,
11 especially with respect to the reports, because the
12 reports -- you know, especially if the monitor's
13 looking at, we're looking at the information, we're
14 digesting it, and then we got to get back to the
15 Court, every day of delay for us is a day when I -- I
16 hope that we don't have to keep coming back and forth
17 on compliance with the agreement.

18 But we're concerned that, you know, 15 extra
19 days is just 15 -- you know, adds up over time in
20 terms of our ability to raise issues, you know, to
21 the extent that they come up, so ...

22 But I'm not -- I'm not demanding -- I'm not
23 saying no to the 45. I'd like it to be 30. If you
24 guys will agree to 30, great. If not, let me take it
25 back to Liz, and we'll talk a little bit more -- and

Page 71

1 Liz and Paul will talk a little bit more.

2 MR. SCOLNICK: Yeah. If -- if you could do
3 that, that would be helpful 'cause I think the -- the
4 problem is that with the monitor involved, I think
5 you -- you -- everybody would be better served by
6 getting the numbers right and -- and -- and having
7 the monitor be able to do what the monitor is
8 supposed to do.

9 So that would be our -- our explanation for
10 why at 45. We don't think there's a difference --
11 you -- I don't think it's material for the reasons
12 that you -- you stated it, and -- but I think it is
13 material on our end to get the numbers out.

14 MR. UMHOFFER: Got it.

15 We do not have time for this. I apologize.
16 But I do want to make one other request, and, you
17 know, I wouldn't expect you to do it on the fly,
18 which is in terms -- I want to go back to the very
19 beginning to the pause, and I want to understand
20 whether -- you know, if the City could define -- so
21 now we have January 7th as sort of the operative date
22 from the City's perspective. If the City could
23 define whether it's the pause on the entire
24 agreement, or if not, what -- I mean, we are talking
25 about continued compliance with the agreement. And

Page 72

1 so on some level, I -- again, I'm not trying to put
2 words in your mouth or, you know, assume facts, but
3 it seems like the City is trying to continue
4 compliance. Like, the City is not saying, We're
5 never going to do quarterly reports anymore. We're
6 talking about more time; right?

7 So I'd like to get clarity on what -- I -- I
8 understand we're looking at modifications. It would
9 be helpful to get clarity in writing from the City
10 about the shape of the pause, what is and what is not
11 paused, from the City's perspective under the
12 agreement.

13 MR. McRAE: I mean, the -- the agreement
14 says at lines 7 that the obligations of the City as
15 set forth in Sections 3, 4, and 5 of this agreement
16 shall be paused. So those are the allegations that
17 are paused.

18 That's not inconsistent with if the City,
19 nonetheless, makes efforts to try to comply
20 notwithstanding that. In other words, those are not
21 mutually inconsistent.

22 What this would do --

23 MR. UMHOFFER: This is not a --

24 MR. McRAE: -- it pauses the obligation,
25 meaning that it -- it could have a cessation, but it

1 doesn't require that the City not -- if it decides
2 that it, nonetheless, wants to continue to, you know,
3 engage in efforts under those circumstances, to
4 fulfill obligations that it can do so. So I'm not
5 really sure what you're asking.

6 MR. UMHOFFER: I -- I will put my request in
7 writing around that, which is --

8 MR. McRAE: Okay.

9 MR. UMHOFFER: But I -- I do understand your
10 point. I think quarterly reports come in 3, 4, or 5.
11 I just don't have the agreement in front of me, but I
12 think quarterly reports, the City is clearly doing
13 those things.

14 And I do hear what you're saying, which is
15 that the City -- there's nothing that prevents the
16 City from continuing to do stuff even though its view
17 is that things are paused.

18 It's just a question -- I think it really
19 comes down to try and anticipate enforceability
20 questions. Like, if you guys weren't -- and I won't
21 do a hypothetical. But you guys can figure out the
22 hypotheticals around if -- if the City were to decide
23 not to do something next month, you know, is that a
24 violation of the agreement or not?

25 And --

1 MR. McRAE: You --

2 MR. UMHOFFER: -- maybe the City's point is
3 that the -- that no, it's not because the obligations
4 are paused.

5 And so what I hear you saying is not parsing
6 the agreement. You're not saying this part is
7 paused, this part is paused, this part is paused.
8 It's all paused, but the City is still trying.
9 And --

10 MR. McRAE: But my -- the -- I -- the
11 City -- and I think this was clear during the
12 evidentiary hearing, the City is not, by virtue of
13 continuing to try to comply with obligations, in any
14 way waiving the rights under 8.2.

15 MR. UMHOFFER: I get that.

16 MR. McRAE: Again, that -- that's --

17 MR. UMHOFFER: I get that. I'm not -- this
18 is not a gotcha question. This is really just
19 wanting to understand does the City view itself as
20 obligated under the agreement today in any way,
21 shape, or form? Or is the pause, you know --

22 MR. McRAE: I -- I --

23 (Overlapping speakers.)

24 MR. McRAE: -- I think the problem with your
25 question is that when you say "obligated under the

Page 75

1 agreement," the pause is part of the agreement. So
2 it's not that --

3 MR. UMHOFFER: Let me rephrase that.

4 MR. McRAE: It's not that with the existence
5 of the pause that the City is denouncing the
6 agreement. It's the opposite. The City is enforcing
7 the agreement and demanding recognition of the
8 provisions that the parties negotiated precisely
9 because of the pressing recognition that events like
10 this could happen.

11 MR. UMHOFFER: Right. And -- and so my -- my
12 more specific question is: Does the City believe
13 that it remains obligated under Sections 3, 4, and 5
14 in light of the pause? And you don't have to answer
15 that now. I'm not asking you to. I've got to go.

16 MR. McRAE: I don't even -- I mean, Brad, I
17 don't know if -- or you and Kahn, I don't know if you
18 understand the question. I don't understand --

19 MR. UMHOFFER: It's a very clear question.

20 MR. McRAE: No, it's not, actually.

21 MR. UMHOFFER: So --

22 MR. McRAE: When you say, Are you still
23 obligated under Sections 3, 4, and 5, which by
24 application of the language in the agreement are
25 paused, what do you mean?

1 MR. UMHOFFER: I'm literally trying to say
2 if you don't produce a quarterly report by a date
3 required under Section 3, 4, or 5, do you believe
4 you're in violation of the agreement? I'm not asking
5 you to answer that because it's a hypothetical, but
6 I'm trying to clarify what my question is.

7 MR. McRAE: Why don't you put your question
8 in writing.

9 MR. UMHOFFER: We will. We will.

10 But, I mean, it seems like, to me, the City
11 is trying to have it both ways in this -- in this --
12 I appreciate the City is still trying under the
13 agreement, but I've got to know if the City views
14 itself as obligated to perform the things that the
15 agreement requires it to do in light of the pause.

16 And if the answer is yes or no -- it -- it
17 seems to me like it's a yes or no, but it's okay if
18 it's vague. It's up to you guys. I can't force you
19 to answer the question the way I want you to.

20 MR. HAMBURGER: Yeah. So -- okay. I think
21 it would be helpful to get it to us in writing. I
22 think our position, though, is that the agreement is
23 paused by operation of -- of Section 8.2. And I do
24 think that if there was -- at some point, perhaps if
25 there is a modification of the agreement the parties

Page 77

1 can agree upon, you know, that -- you know, obviously
2 at some point, the -- the -- the pause will end.

3 But we -- we think currently the pause is in
4 effect and it has been. But like Marcellus said,
5 that doesn't mean that the City won't continue to try
6 to, you know, do its best to comply with the
7 agreement, which is -- always has been its intention.
8 But we obviously are not waiving the position that --
9 that it is paused such that if we fail to satisfy the
10 agreement, that -- that that -- those obligations
11 were paused.

12 MR. SCOLNICK: Yeah, and I'm not making --
13 I'm not trying to strap you guys into a waiver. I
14 really am not.

15 MR. HAMBURGER: Okay.

16 MR. UMHOFFER: So you can take that off the
17 table. End on a note of civility here.

18 MR. HAMBURGER: Great.

19 MR. UMHOFFER: But I appreciate you guys'
20 time and appreciate the clarity that this
21 conversation has brought. And it's just sort of --
22 you know, it's solidified some of the areas of
23 disagreement here. So we'll get you something in
24 writing next week.

25 MR. McRAE: And we -- we should also resume

1 this discussion, Matt, to go over the areas that you
2 guys have raised, because we're in need of
3 clarification on those. And we recognize that you
4 didn't contemplate we would take the entire time, so
5 I think we could benefit from exchange on the points
6 that --

7 MR. UMHOFFER: No, I agree with that. I
8 agree with that. I don't think we could get -- at
9 any rate, I don't think we could get through them in
10 eight minutes. So -- so yeah, we'll reconvene with
11 lead counsel, Liz Mitchell. So thanks, folks.

12 MR. McRAE: Thank you.

13 MR. UMHOFFER: Take care. Bye now.

14 (This meeting concluded at 1:52 p.m.)

15 * * * * *

16

17

18

19

20

21

22

23

24

25

REPORTER'S CERTIFICATE

I, EMILY A. GIBB, a Certified Shorthand Reporter and Registered Professional Reporter, hereby certify:

THAT the foregoing proceedings were taken before me at the time and place set forth in the caption hereof; that the witness was placed under oath to tell the truth, the whole truth, and nothing but the truth; that the proceedings were taken down by me in shorthand and thereafter my notes were transcribed through computer-aided transcription; and the foregoing transcript constitutes a full, true, and accurate record of such testimony adduced and oral proceedings had, and of the whole thereof.

I have subscribed my name on this 11th day of August, 2025.



Emily A. Gibb, RPR, CSR, CCR

[& - actually]

&	3	7	absent 3:20
& 2:10	3 6:17 73:15	7 1:15 73:14	absolutely
0	74:10 76:13,23	709 1:25	50:15
02291 1:2	77:3	767 2:11	abstract 18:4
1	30 71:3,5,23,24	7th 7:14,16,18	absurd 15:25
1 19:23 35:2	333 2:5	7:19 10:21,23	17:4
39:5 47:19	394-7979 2:12	12:14 72:21	abundance
49:14	4	8	19:8
1.0 13:2	4 6:17 73:15	8.2 4:1,15 5:19	academic 9:21
10 35:3	74:10 76:13,23	5:21,24 6:6,11	11:20 12:8
10,000 12:12	77:3	6:23 11:7	13:7 14:7 39:4
11th 80:17	400 47:9,14,21	14:13,23 30:18	accept 51:8,10
12915 18:20	48:3 49:4,7	8.2. 6:1 15:11	acceptable 19:1
19:1	56:23 57:10	15:13 30:10	accommodate
12:31 1:16	45 70:8,10,13	75:14 77:23	50:10
14551 1:25	70:15,19,25	9	accompanim...
15 71:18,19	71:2,6,23	9,800 49:2	55:15
1:52 79:14	72:10	56:19	accordance
2	5	90021 2:12	56:24
2 39:2,5,6,7	5 6:17 73:15	90071 2:5	accurate 40:6
47:19 56:8	74:10 76:13,23	9800 46:3,12	69:22 80:15
2,000 42:1	77:3	47:15 52:25	achieved 55:8
2025 1:15	6	53:18,25 55:8	acknowledge
80:18	6,129 40:21	a	49:18 50:6
213 2:6,12	41:3 44:18	a&m 59:5	52:5,15,16
229-7000 2:6	56:20	60:12,24 61:5	54:17
24 48:12	6100 46:21	61:14,17	acknowledged
270 2:11	57:11	abandoned	33:3,8 34:7
28531 80:22	6129 39:9	48:14 52:25	act 64:20
29 46:21,22	41:17 45:3	ability 14:21	action 15:2
2:20 1:2	46:20 47:14,20	25:2,5 26:8	actual 10:3
		71:20	33:1 34:4
		able 32:14 65:4	41:17,18 67:24
		72:7	actually 19:5
			25:4 38:12

[actually - applies]

45:9 49:21 52:7 53:5 76:20 add 24:20 additional 18:17 21:13 31:16 69:10 additionally 70:14 address 23:4 addresses 11:16 adds 71:19 adduced 80:15 admit 3:9 57:2 admitting 3:9 admonition 55:22 agencies 57:19 58:5 ago 22:25 50:14 agree 10:8,8 14:15 16:6,22 17:24 20:5,6 28:10 39:14 40:20 41:3,4 42:3,7,9,10,12 43:7,11,19 47:3 50:17,18 50:22,23 51:2 51:13,14,18 53:12 54:25 56:19 59:12,18 62:5 68:9	71:24 78:1 79:7,8 agreeing 52:24 55:2 agreement 4:1 4:8,23 5:2 6:10 6:18 8:14,20 8:24 9:2,5 10:10,18 11:9 12:18,24 13:4 14:12,20 15:23 15:25 16:13,14 16:22 17:1,6,8 17:17,18,21 20:24 21:10,16 23:7 26:3 28:17 32:20 36:11 38:25 39:8 40:18,19 42:8,13 44:8 48:20,22,23,24 52:13 53:2 55:18,23 56:1 56:4,13,17,22 56:23 57:3 66:21 68:11,13 71:1,17 72:24 72:25 73:12,13 73:15 74:11,24 75:6,20 76:1,1 76:6,7,24 77:4 77:13,15,22,25 78:7,10 ahead 61:14 65:3	aided 80:13 alameda 2:11 alerted 16:18 16:21 allegations 73:16 alleged 62:20 alliance 1:1 2:9 2:16 3:19 25:10 39:17 50:11 51:11 66:20 allow 17:11 19:23 20:7 allowed 44:1 45:22 alter 21:15 alternative 12:15 alters 21:15 amend 41:1 amendment 40:18,19,22,25 41:2 amendments 5:6 6:9,24 7:7 20:20 56:16,17 amount 21:24 24:25 25:7,9 25:10 27:5,18 58:13,15 59:7 64:24 analogy 64:4 analysis 43:12	angeles 1:3 2:2 2:5,12,17,18,19 65:11,23,25 announced 40:1 51:13 answer 19:14 25:14 27:24 35:8 44:6 47:11,12 76:14 77:5,16,19 answered 7:7 24:21 42:2 answering 26:16 42:23 answers 62:12 63:19 anticipate 74:19 anybody 8:15 16:2 36:4 62:22 anymore 73:5 apologize 43:3 67:2 72:15 apparently 45:22 appears 58:14 applicability 15:21 application 14:23 16:13 38:12,22,22 76:24 applies 14:15

[apply - brad]

apply 14:16 35:9 63:1 applying 14:13 appreciate 5:10 18:10 19:13 77:12 78:19,20 appropriate 4:22 6:24 17:3 31:9 34:24 36:1 approved 4:6 arbitrator 62:23,24 63:3 64:4 areas 78:22 79:1 argument 27:3 arguments 39:4 61:20 arlene 2:18 arrived 53:25 articulate 40:24 articulated 39:24 40:10 45:2 aside 17:5 asked 10:13 12:7 37:18 49:14 51:5,5,7 51:9 52:5 asking 16:11 19:6,6,7,17,18 28:8 38:11,21 40:22 43:7	44:12 45:17 54:20 57:24 69:2 74:5 76:15 77:4 asks 38:24 62:11 aspects 22:21 assert 15:3 asserted 16:25 asserting 24:6 62:19 assertion 15:19 28:11 32:12 34:5 assertions 26:25 29:11 assess 49:14 assessing 37:25 assume 9:22,23 23:16 58:1 73:2 assumed 24:1 assuming 11:18 36:14 august 1:15 80:18 authority 29:1 33:9 62:18 63:20 automatic <u>6:12</u> <u>6:21</u> automatically 10:9 avenue 2:5	avoid 19:8 70:2 aware 11:22,23 12:1,2 63:20 64:5,19 66:2 b back 6:2 7:3 16:22 24:17 28:12 30:2 31:21 32:21 33:6 35:22 39:2,4 43:14 53:7 57:25 62:3 69:23 71:14,16,25 72:18 bad 33:21 35:14,16 36:16 36:17,20,21,22 37:14,15 balance 36:8 bang 2:16 bargained 46:6 based 12:20 16:2 58:13 61:19 63:13 baseline 34:5 basically 24:13 25:10 basis 20:9 52:14 68:20 battle 31:18 bed 18:19,19 beds 18:21,25 46:21	beginning 72:19 believe 19:5 20:23 21:8 37:12 45:1 49:3,4 52:21 52:23 56:7 60:15 61:18 65:5 76:12 77:3 believing 22:20 benefit 69:10 69:18 79:5 best 78:6 better 49:8 69:17 70:6 72:5 beyond 21:10 25:24 26:7,19 28:14,24 29:20 62:13 67:20 68:21 bhamburger 2:7 big 27:9,11 bit 9:21 20:1,12 23:1 59:2 65:5 71:25 72:1 blanket 11:9 blocks 36:6 board 35:10 bottom 18:23 brad 11:1 35:19 38:24 41:23 44:15

[brad - clarity]

53:13 61:13 76:16 brad's 11:20 bradley 2:4 11:1 break 35:3 brief 9:25 11:24 briefed 9:25 48:19 briefing 61:20 broad 35:19 38:11,21,22 broader 21:6,7 broadly 35:9 brought 78:21 bucket 27:4 bucks 66:8,10 budget 34:14 bullet 19:22 39:11,15 47:8 bullets 56:8 bunch 23:11 26:11 bye 79:13	caption 80:9 care 79:13 case 1:2 15:3 22:20 33:17 34:4 38:16 50:2,12 64:7 64:13,23 cause 26:14 30:17 43:3 45:16 66:10 72:3 caused 22:23 causing 23:10 caution 19:8 cautiously 61:23 ccr 1:24,25 80:23 certain 4:10 14:1 23:2,2 29:19,20 certainly 59:4 certificate 80:1 certified 80:3 certify 80:5 cessation 73:25 cetera 11:10,10 24:8 challenge 32:19 36:3 challenges 4:7 changing 69:6 choices 23:11 23:19 24:12 34:14 35:15,16	circumstances 74:3 cite 62:16 city 1:3 2:2,17 2:18,19,20 4:16 6:17 7:19 8:11,12 9:8 10:10,19,24 11:2,8 12:3,4,5 12:13,20,25 13:15,23,24,25 14:21 15:25 16:9 17:6 21:16,17 22:3 22:24 23:2,10 23:11,18 25:17 25:21,22 26:3 26:4,9,11,13,18 28:3 30:19 31:19,24 32:14 33:16,17,17 34:5,20 35:15 35:24,24 36:10 36:10 39:9,21 40:2 43:22 44:5 45:1,24 46:9 50:11 55:9 57:15,19 57:19 58:6,7,7 58:11,12,15 59:8,13,15 60:5 63:7,10 63:23 65:11,16 65:17,22 66:4 66:5,12 72:20	72:22 73:3,4,9 73:14,18 74:1 74:12,15,16,22 75:8,11,12,19 76:5,6,12 77:10,12,13 78:5 city's 5:21,25 7:23 9:11 10:7 10:22 13:3 14:4 17:18 24:8,14 25:2,5 25:24 26:17 29:20,21 39:23 72:22 73:11 75:2 civil 4:17 9:24 30:14 63:24 64:20 civility 78:17 claim 39:1 clarification 47:18 49:7 50:13 57:10 79:3 clarified 50:23 50:24 clarify 49:21 56:11 77:6 clarifying 50:3 57:24 clarity 5:25 43:16 73:7,9 78:20
c			
c 2:1 3:1 ca 1:25 calculation 44:10 calculus 37:24 california 2:5 2:12 call 31:15 32:13 67:14			

[clear - correct]

clear 5:16 14:3 19:15 21:8 23:17 48:8 56:15 61:16 75:11 76:19 clearly 11:23 12:17 13:18 74:12 client 36:24 client's 47:1 cliff 26:15 close 70:16,20 collateral 25:1 collective 47:1 combination 29:18 66:6 come 31:20 40:5 59:4,10 60:6,14 71:21 74:10 comes 10:24 14:1 65:11 74:19 coming 16:21 18:16 25:16,18 32:21 35:16 58:25 59:3 67:3,5 71:2,16 commit 17:16 18:3 35:9 43:5 44:3 67:18 69:2 commitment 46:3 67:16	committed 46:11 committing 29:15 45:20 communicate 10:20,21 12:21 12:25 13:4 16:1 communicated 9:17 16:25 communication 12:19 14:10 15:10 16:23 17:11,20 company 62:24 63:4,5 compared 69:20 compliance 71:17 72:25 73:4 compliant 39:25 40:3 41:19 49:8 comply 73:19 75:13 78:6 comport 39:22 comports 45:1 45:1 48:15 computer 80:13 concerned 46:11 71:18 concerning 46:2	concert 25:23 concluded 79:14 confer 1:12 6:8 6:24 7:6 8:25 28:9 37:8,22 38:3 conferring 8:1 15:16 17:9,13 20:21 31:3 52:12 53:14 confers 48:23 conflate 41:22 conflating 30:20 conflicts 64:15 confused 38:18 congruency 9:4 connection 38:21 consensually 42:7 consequences 25:1,23 consider 8:14 18:14 19:13 20:21 22:14 40:22 41:21 48:14 considered 13:23,25,25 considers 12:21 consistent 8:11 9:9	constitutes 30:17 63:21 80:14 construction 9:3 contemplate 79:4 contemplated 30:17 contemplating 4:6 context 24:12 continue 73:3 74:2 78:5 continued 31:19 72:25 continuing 74:16 75:13 contracts 63:25 contrary 9:2 control 25:24 26:7,20 28:14 28:25 29:20,21 conversation 69:11 78:21 conversations 60:19 convince 54:8 corner 16:3 corporation 57:21 correct 11:2 38:11 57:21 66:22,24

[correctly - different]

correctly 11:19 council 22:24 26:13 30:19 34:20 counsel 79:11 count 39:19 40:20 41:7,13 41:25 42:3,5 42:15 43:8 45:18 56:19 counted 19:24 20:8 42:7,10 42:11 43:9 counts 40:4 county 63:7,10 65:14,17,19,25 66:1,15 couple 44:22 coupled 28:24 53:17 54:1 course 23:22,22 court 3:14 4:6 9:13,13 11:16 14:22,24 15:5 17:20 24:5 25:16 31:13 33:3,8 34:7 39:13,24 40:1 40:11 43:3 45:2 48:5,15 49:21 50:3,23 51:13 52:6,16 52:17 54:8 56:3,14 58:25 59:19 61:4,8	64:14,19 67:19 67:20,25 68:3 68:21 71:15 court's 9:10 11:5 19:3 39:21 40:1 41:19 45:4,25 49:9 51:12,15 69:25 courts 64:11 crazy 33:18 cre 45:24 created 29:2 34:9 credit 46:19 47:14,20 crisis 23:13 29:18 csr 1:24,25 80:23 curious 45:7 currently 78:3 cv 1:2	days 70:8,10,13 70:15,19,25 71:2,19 deal 33:4 52:13 dealing 29:10 dealings 64:1 debate 11:12 11:14 decide 31:13 44:14 74:22 decided 44:11 decides 74:1 decision 33:7 36:9,9 44:10 46:17 64:19 decisions 22:23 23:2,3 26:17 26:22 declaration 10:1 declare 26:2 31:22 declared 4:16 27:13 30:18 33:20 34:19 36:16,17,21 37:1 43:15 46:8 declaring 46:13 deeply 46:2 defender 65:17 deficit 67:15 define 69:11 72:20,23	defining 69:24 definition 39:24 40:10,16 41:19 45:2,4 45:25 49:9 51:12,13 56:7 68:1 definitize 27:1 delay 71:15 demanding 71:22 76:7 denouncing 76:5 department 65:18 departments 65:12,15 dependent 58:11 depends 15:17 derived 56:5 detail 62:9 detailed 70:2 details 62:6 developed 39:12 59:7 diane 2:16 difference 72:10 different 12:12 13:17 14:5,25 15:5 25:18 26:21 29:19 32:10 36:13 41:24 45:13
	d		
	d 2:10 3:1 damage 23:19 data 21:25 24:19 27:15,16 date 7:11,11,13 7:19 12:16 13:17,20,21 72:21 77:2 day 12:3 71:15 71:15 80:18		

[different - emily]

48:20 51:4,9 51:18 55:5 58:4,8 60:5 63:23 71:10 differently 9:5 21:17 digesting 71:14 diminution 34:8 dire 36:6 directly 34:3 67:9 dis 51:1 disadvantage 29:2,3 disagree 8:5 9:12 10:17 28:11 32:3,11 33:13 34:16 35:18 42:4 47:6 disagreed 10:14 disagreeing 14:22 disagreement 78:23 disagreements 70:3 disagrees 59:8 discretion 24:8 25:17,21,22,22 26:3,4 28:13 28:17,19,24 29:4,6 33:3	46:25 47:1,2 discuss 4:21 6:8,24 20:11 30:3 67:6 discussed 28:2 discussion 7:5 79:1 disinclination 19:23 20:4 displaces 12:11 disposals 52:25 52:25 dispute 11:21 19:8 30:6 67:11 disqualificati... 63:21 64:6 disqualifies 62:19 disqualify 64:21 disruption 25:11 distinction 43:8 58:18 distress 25:11 36:3 district 65:19 disturbances 30:15 doc 1:2 document 53:8 documentation 43:13	documents 54:4,15,23,25 55:1,3 doing 17:14 34:5 36:23 37:11 38:24 43:4 74:12 doj 67:3 donations 58:1 drop 27:4 due 4:17 62:19 dunn 2:4 duties 67:2,8 67:19,21 68:20 68:21,25 69:6 69:9	effort 7:2 42:7 efforts 73:19 74:3 eight 79:10 either 5:13 12:25 13:11 15:4 48:8 56:24 elaborate 19:25 election 32:13 eligible 43:9 email 5:6,10 18:10,11 19:19 38:14 53:6 emergencies 4:14 7:12 27:13 28:4 31:5 32:16,18 32:23 33:4 34:4,14 37:12 38:5,13,19 emergency 4:16 6:15 10:2 11:24 17:25 22:21 30:9,16 31:6,23 32:9 33:17,20 34:19 34:25 35:2,14 35:25 36:16 37:2 38:6 40:20 46:8 49:3 emily 1:24 80:3 80:23
		e	
		e 2:1,1 3:1,1 earlier 56:24 earliest 7:11,13 7:22 earthquake 13:2 16:3 earthquakes 30:13 easy 39:11 63:12 70:11 economic <u>25:7</u> 25:11 33:6 educated 46:17 effect 11:17 42:8 43:10 78:4 effective 16:25 17:7,21	

effort 7:2 42:7
efforts 73:19
74:3
eight 79:10
either 5:13
12:25 13:11
15:4 48:8
56:24
elaborate 19:25
election 32:13
eligible 43:9
email 5:6,10
18:10,11 19:19
38:14 53:6
emergencies
4:14 7:12
27:13 28:4
31:5 32:16,18
32:23 33:4
34:4,14 37:12
38:5,13,19
emergency
4:16 6:15 10:2
11:24 17:25
22:21 30:9,16
31:6,23 32:9
33:17,20 34:19
34:25 35:2,14
35:25 36:16
37:2 38:6
40:20 46:8
49:3
emily 1:24 80:3
80:23

[emphasize - fighting]

emphasize 23:3	event 6:12,16	33:2 34:23	external 15:22
enact 8:10	12:14,22,23	35:13,21,25	15:22
enacts 8:15	13:24 14:1	36:23,24 44:2	extra 71:18
encampment	30:17	46:25 63:11,12	extreme 8:19
20:16 38:17	events 6:20	exercises 26:4	eyes 36:11
47:22 52:8	14:16 17:19	exigency 34:8	f
53:16 55:25	21:9 22:2,9,22	exist 52:20	face 11:6 26:3
encampments	23:9 29:19	existed 52:22	40:9
45:25	76:9	existence 76:4	facing 36:3
encourage	eventually	existing 62:17	fact 11:17 15:2
21:25	55:16	62:18	17:5 24:13
enforceability	everybody 9:23	expand 68:16	29:2 64:16
74:19	50:12 51:11,18	68:20	factor 37:5
enforcing 76:6	72:5	expanding 69:6	factoring 50:9
engage 74:3	evidence 52:9	expect 72:17	factors 36:13
engaged 54:19	evidentiary 7:3	expectations	facts 16:17,18
entered 36:11	24:6 49:24	29:15	17:5 32:7,7
entire 72:23	61:21 75:12	expensive 23:4	38:16 39:12
79:4	exactly 24:6	23:19,25 24:7	73:2
entities 60:15	29:9 54:16,18	31:19,21,24,25	fail 16:10 78:9
entity 65:24	example 27:3	32:13,17,22	failed 54:9
66:1	exception 11:9	experiences	fair 3:15 26:16
equally 22:23	exchange 53:23	61:19	faith 33:21
equates 34:8	54:18 58:16	expertise 59:7	36:16,18,21,21
equipped 5:13	79:5	explain 5:5 6:5	36:22 37:14,16
especially	exchanges	explained	fake 38:5
35:14 71:11,12	53:20	56:24	fall 64:17
esq 2:3,3,4,10	exchanging	explanation	false 34:5
2:15	59:11	72:9	favor 24:14
establish 5:24	excuse 11:7	express 4:14	february 13:11
13:14	33:20 39:23	19:10,11	feel 64:12
established	46:22	extant 50:3	feels 21:17
24:14 48:5	exer 36:12	extent 11:11	35:10
et 11:10,10	exercise 28:13	18:24,25 19:21	fighting 31:18
24:8	28:18 29:1,4	19:22 71:21	

[figure - going]

figure 5:15 18:23 27:25 46:25 74:21 file 70:17,20 financial 27:14 59:13 62:20 find 45:10 53:8 66:9,11 finds 35:24 fine 63:18 69:20 finish 28:19,22 fire 12:9,10,10 12:22,22 13:19 16:2 17:25 23:19 35:23 36:21 fires 6:15 7:4 9:22,23 11:22 12:3,6 13:10 30:13 31:5 32:8 37:17 first 3:25 6:11 7:11 13:22 18:12 30:10 39:10 47:11 fiscal 4:16,18 6:15 10:1 11:24 22:2,9 22:21,21 23:12 24:20 25:11 26:1,14,15 27:5 29:18 30:8,16 31:5,6 31:22 32:9	33:17,20 34:14 34:19 35:14,25 36:15,19 38:6 40:19 46:8 49:3 fiscally 28:5 fish 61:1 five 41:25 46:15 57:15 60:5 65:11 66:7,10 flores 2:17 fly 72:17 focusing 32:16 52:8 folks 58:22 79:11 followed 17:12 following 70:16 force 4:4 77:18 foregoing 80:7 80:14 foremost 3:25 forgive 17:2 form 43:13 75:21 forth 71:16 73:15 80:8 forward 34:16 52:14 70:4 found 28:4 39:13 front 54:5,15 54:24,25 68:14 74:11	fulfill 74:4 full 67:5 80:14 fundamentally 18:18 funded 60:5 65:8 66:5 funders 57:20 63:8 funding 4:7 18:16 22:24 34:22 62:7,11 64:24 funds 58:8 fungible 64:3 further 59:24 63:17 69:11	46:14,15,19,22 46:23 47:11,13 49:15 57:12 given 6:14 39:12,13,13 57:15,17,25 66:12 70:14 gives 14:21 26:3 giving 26:10 27:17 43:15 44:9 46:16 go 5:5 6:2 22:17 33:6 39:16 43:14 52:12 61:1,13 62:13 63:17 64:23 65:3 67:5,20 72:18 76:15 79:1 goal 19:1 goes 11:17 going 10:8,8 12:4 17:16 18:3,21,25 22:14 24:18 25:14 26:14,15 28:10 29:13 33:16 34:11,13 35:19,22 40:8 41:23 44:6,13 45:18 48:25 51:4 52:14 53:10,25 59:5 60:14,21,22
		g	
		g 3:1 game 26:16 gathered 52:9 general 37:19 63:1 generally 59:17 getting 58:22 69:17 72:6 gibb 1:24 80:3 80:23 gibson 2:4 gibsondunn.c... 2:6,7,7 give 20:14 21:13 40:11 41:10,12,17 42:15,16 44:7 44:9,13 45:21	

[going - hypotheticals]

65:7 67:4,4,13 67:20 68:12,15 69:13,13,20,21 70:4 73:5 good 16:19 45:25 59:17 googled 60:2,4 googling 65:5 gotcha 18:7 75:18 gotten 39:5 57:9 58:15 60:17 grand 2:5 great 22:18 25:6 71:24 78:18 group 60:25 guess 4:25 7:1 15:18 19:9 21:4,4,5,6 34:21 41:1 44:16 61:23 guessing 40:12 guy 36:19 guys 11:25 18:19,21 24:17 24:22 25:16 41:9,12,13,17 41:20 42:15 45:20 46:16,21 47:20,22 49:15 54:7 57:14 66:7 68:12 69:12,12 71:24	74:20,21 77:18 78:13,19 79:2 h hamburger 2:4 5:4 9:21 13:6 13:10,16 19:4 20:2,4,7,13,17 21:2,4,20,22 22:15,18 30:4 30:13 31:1 34:17 35:1,5 36:14 37:4,7 37:21 38:8 39:7 40:13,17 41:5,7 43:23 44:16 47:24 48:2,7 49:10 56:10 57:6,17 57:22 59:21 60:3,7,11 61:10,15 62:2 65:2 77:20 78:15,18 hammer 70:5 happen 8:9,12 9:16 15:4 16:7 17:19 28:14 29:11 76:10 happened 6:19 6:20,25 10:4 13:20 15:4 18:5 46:7 54:16 57:8 happening 29:19,21 65:22	happens 8:21 8:21 10:10 16:2 happy 5:4 39:2 hard 23:1 47:10 67:3 <u>harm</u> 24:23 29:3,7 havoc 27:6 health 65:18,18 hear 74:14 75:5 hearing 7:3 24:7 39:12 49:24 52:9 61:21 75:12 hello 3:11,12 help 65:4 helpful 8:2 11:12 12:13 21:5,23 24:17 25:13 27:1 28:10 37:9 38:2 45:7 49:7 60:3 62:2 64:4 64:8 69:16 72:3 73:9 77:21 hereof 80:9 hey 8:3 10:18 65:1 high 55:11 history 50:2 53:21 55:19 hit 47:15	hmm 52:19 62:1 hoang 2:18 3:6 home 35:17 homelessness 23:4 26:23 homes 36:4 hope 7:7 70:11 71:16 hours 48:12 67:5 house 31:25 housed 32:1 housing 18:11 19:16 20:19 24:7 32:13 38:17 53:17 54:1 55:12,15 55:25 huge 26:12 28:7 human 1:1 2:9 hypothetical 16:18 25:15 33:21 35:10 46:4,6,10 54:21,22 55:4 67:23 68:1,7 68:22 74:21 77:5 hypothetically 45:8 hypotheticals 10:2 34:1,3,12 35:7 37:17

[hypotheticals - kes]

45:12,23 74:22	included 4:5	interpret 9:14	59:23 71:20
i	including 4:18	17:16	issuing 50:3
ice 4:17 6:16	23:3 51:11	interpretation	items 48:13
18:1 23:24	income 58:11	6:5 11:5 12:16	j
36:5,22	58:12	15:17 16:12	j 2:4
idea 48:17,21	inconsistent	17:17 18:4	january 7:14
identified 7:12	73:18,21	50:1 56:5 70:1	7:16,18,19
21:9 38:14	independent	interpreted	10:21,23 12:14
57:20 69:9	23:12 28:3	56:4	13:11 72:21
ignore 24:13	42:6	intervening	jessica 2:19
32:15	inflict 69:14	14:2	jessica's 3:7
ignoring 32:8	inflicted 24:23	invocation 5:19	joining 3:10
32:16	25:4 29:3,7	11:7 12:18	judge 64:17
immaterial	information	13:8 14:9	judgment
27:7	4:18 5:14,17	15:10 16:23	34:24 35:13,21
impact 4:19	6:15 12:20	28:23 32:24	36:1,25 44:2
11:13 24:20	39:20 41:14,18	invoke 3:25 9:8	63:13,22
25:1,5,8 26:12	43:21 44:5,14	11:2 24:11	june 49:23 51:1
26:20 27:14	44:18,19,22	invoked 4:13	52:10 56:19
33:6 34:9	45:17,17 46:16	5:22 6:1,1 9:11	jurisdiction
52:11	46:24 49:13	13:18	9:14
implications	57:11,12 59:22	invokes 10:10	justify 69:5
11:19	59:23 71:13	invoking 6:20	k
implied 61:16	informed 57:8	involved 50:12	kahn 2:3 8:24
important	initial 19:23	72:4	14:14 65:3
10:24 12:18,23	input 67:14	irrelevant	76:17
13:13,21	inquiries 58:22	29:20	kahn's 5:6
importantly	insurrection	issue 11:16	24:21
4:21	30:14	15:6 33:1 52:6	keep 8:12 16:21
impossible 9:15	intend 30:1	52:18 53:15	24:9 31:17,18
inclined 20:5	intention 78:7	62:8,11	32:4,7,21 53:9
62:5 64:23	interested	issued 51:1	71:9,16
include 34:1	69:19	52:16,17	kes 1:2
48:25	internationally	issues 14:25	
	18:1	31:14 41:24	

[kick - lot]

kick 40:8 kind 20:14 26:9 27:6 28:16 30:9 40:25 63:6 king 2:10 knew 9:22,23 9:24 11:21 13:23 18:2 know 3:7,14 4:3,13 5:12 6:13,14 7:3,17 8:7,8,9,13 10:24 12:5,9 12:11,13 13:18 13:24 14:5,19 14:20 16:5 17:2,10,12 18:1,5,14,17,18 18:22 19:4,5,7 19:10,15 21:3 22:3,8,19 23:2 24:1 25:13 27:10,17,25 28:1,2 29:8,11 29:25 30:11,14 31:13 32:3,4 32:11 34:21 35:23 36:12,24 37:13,16,17 38:4 39:3,10 42:17,25 44:17 45:21 46:1,15 46:20,23 47:1 47:10,12,16	48:18 50:6,14 55:17 56:23 57:18 58:3,3 58:14,24,24 59:6,10,24 60:12,13 61:4 61:5,6,8,18 62:4,11,22,23 63:3,24 64:6 64:10,12,17 66:10,11,17,17 67:6,8,13 69:21 70:5 71:4,9,12,18,19 71:20 72:17,20 73:2 74:2,23 75:21 76:17,17 77:13 78:1,1,6 78:22 knowing 61:4 knowledge 57:23 kscolnick 2:6 I l.a. 63:6,7,10 la 1:1 2:9 51:11 lack 49:8 laid 51:17 language 6:6 6:11 8:25 9:1,1 9:4,5,8,10 14:14 31:5 52:22 55:17,24 56:6 68:10,11 69:15 76:24	large 30:14 largely 61:19 latin 17:3 lawful 33:3,8 lay 53:19 54:15 lead 79:11 leaning 49:12 leaves 67:14,15 led 23:12 25:24 26:18 48:23 level 73:1 leverage 28:25 lifted 67:9 light 30:24 34:25 37:1 40:19 49:3 71:1 76:14 77:15 limited 18:15 66:3 line 22:16 lines 73:14 linked 28:15 list 22:17 30:21 30:22 31:6 44:20 59:6,9 59:11 60:20,22 65:8,10 listed 63:7 65:16 listen 3:16 literally 25:10 45:24 51:23 54:24	literately 77:1 litigants 63:24 little 20:1,12 23:1 38:18 59:2 65:5 71:25 72:1 lived 53:21 liz 19:21,24 60:19 67:13 71:4,25 72:1 79:11 llp 2:10 located 65:24 66:1 long 22:25 longer 56:18 look 5:9 22:1 24:19,24 32:6 35:13 58:21 59:25 60:8 64:18 66:7 69:23 looking 9:7 36:20 67:17 71:13,13 73:8 lord 46:1 los 1:3 2:2,5,12 2:17,18,19 65:11,23,25 lost 36:4 lot 17:15 26:5 29:18 33:25 36:12 46:1

[made - mind]

m	massive 17:24	49:16 50:16,18	68:1 70:25
made 21:7	masters 64:14	50:21 51:6,20	71:7 72:24
22:23 23:11,19	64:15	51:23,25 52:3	73:13 76:16,25
23:19,24 24:12	match 35:4	52:19 53:3,5	77:10 78:5
26:21 33:11	material 72:11	53:11 54:6,10	meaning 12:25
35:16 37:15	72:13	54:13,22 55:1	48:4 52:21,24
40:16 41:19	mathematical	55:3,11,20,23	73:25
61:20	43:11	58:17,20 60:13	meaningful
majeure 4:4	matt 2:20 3:23	61:2,13 62:14	16:5 58:13
make 14:10,18	5:4 8:3 24:4	63:9,15,18	meant 50:25
15:8,18 19:10	28:8 34:18	66:13,20,23,25	media 9:24
19:15 20:18	38:10 40:17	67:9,18,23	mediator 59:3
26:25 28:11	42:22,22 49:16	68:2,5,8,15,19	61:24
30:6,19 32:18	53:3,3 65:1	68:23 69:1,4	meet 1:12 6:8
33:25 44:10	79:1	70:17,19,22	6:24 7:6 8:25
46:16 49:19	matters 19:3	71:5 73:13,24	25:2,5,20 28:9
50:21 56:15	55:18	74:8 75:1,10	29:15 37:8,22
61:15 63:12	matthew 2:10	75:16,22,24	38:3 48:22
67:16 68:17	2:13	76:4,16,20,22	66:18
70:24 72:16	mayor 30:18	77:7 78:25	meeting 7:25
makes 23:2	34:20	79:12	15:15 17:9,13
37:1 73:19	mcrae 2:3 8:3	mean 8:19,24	31:2 52:12
makeshift 48:9	8:23 9:20	9:22 11:22	53:14 67:3
48:11 57:1	10:12,15 11:14	17:12,23 20:22	79:14
making 31:17	12:15 14:6,8	24:10 32:6	meetings 26:13
32:12 34:14	14:25 15:14,17	40:25 45:21	meets 45:4
78:12	16:4,6,9,15,17	46:6 47:4	mental 65:18
marcellus 2:3	24:4 25:25	49:12,22 50:2	mentioned 14:9
32:4 44:11	26:24 27:10,22	51:3 52:7	27:16 44:21
51:3 60:11	28:6,8,21 32:6	53:19,21 57:17	met 14:3
61:10,16 68:1	33:13,22 34:2	58:1,5,21	million 35:3
78:4	34:12 38:10	59:16,18 60:1	mind 12:17
march 52:17	39:16 41:6,11	60:13,21 62:10	13:18 59:10
mariana 2:19	41:15,22 42:17	62:25 63:6,6	60:25 69:5
	42:19,22 43:2	63:23 64:2	

[minor - obligations]

minor 37:17 minutes 79:10 missing 32:17 misunderstood 30:11 mittell 2:10 53:5 79:11 mm 52:19 62:1 mmcrae 2:7 modification 18:24,25 19:7 19:9,17 20:25 21:10 25:8,12 31:8,23 32:25 34:24 36:2,10 37:1 38:20 42:8 43:10,19 44:8 46:18,19 47:3 49:5 50:10 57:3 70:25 77:25 modifications 4:22 20:23 21:1 22:5,6,11 30:24 32:19 35:21 37:10,25 73:8 modifying 42:12 moment 5:22 money 23:5 24:25 25:19 26:5,8,13,21 27:18 33:18 46:10 57:15	58:15 66:12 monitor 64:10 67:2,8 70:6,15 70:24 71:1 72:4,7,7 monitor's 71:12 monitors 64:17 month 13:19 74:23 months 6:2 mouth 73:2 move 14:6,8 17:23 24:9 33:14 34:16 moving 16:12 71:9 multiple 58:4 59:4 multiyear 4:8 mutuality 14:13 mutually 73:21	49:13 50:8 62:13 63:16 67:4 79:2 needs 12:19 23:6 30:9 37:24 negotiate 70:2 negotiated 4:5 76:8 negotiation 55:19 69:10 neither 54:4 neutral 58:10 58:11 64:23 never 9:17 10:10 73:5 new 18:19 56:22 69:14 70:14,24 nine 27:25 nonstarter 58:5 61:18 nos 5:16 note 78:17 notes 80:12 notice 48:13 notified 9:18 notify 11:3 notion 8:20 9:12 notwithstandi... 73:20 number 18:20 19:17 27:9,11 27:11,12,25,25	28:7 39:7,18 40:6,7,9,12 41:7,14,21 42:9,13,16 43:1,10,18 44:2,4,4,6,7,7,9 44:12,25,25 45:21 46:12,13 47:15 48:25 49:1 50:8,10 53:15,18,23,24 55:8,11 numbers 35:24 39:22,25 40:3 40:10 41:13 72:6,13 nv 1:25
			o
			o 3:1 o0o 3:2 oath 80:10 object 59:19 61:17 63:14 objected 26:12 objection 62:6 62:17 objections 3:20 obligated 75:20 75:25 76:13,23 77:14 obligation 4:21 6:8,23 17:10 56:21 73:24 obligations 6:9 6:17 10:23

[obligations - paused]

11:8 14:2 21:16 25:2,5 25:12,20 69:14 73:14 74:4 75:3,13 78:10 obviously 11:23 19:2 52:4 58:4 59:19 60:13 63:23 69:13 78:1,8 occurred 11:21 35:23 offer 48:9,10 53:17 54:1 55:12,15,25 56:25 offers 48:21,25 officials 22:3 oh 3:8 24:22 54:6 okay 3:8,18,22 5:3,13 7:9,16 7:22 10:18 13:6,16 15:14 18:8 20:2,9,13 22:15 24:1 26:19 28:20 35:5 36:9 37:4 38:8 39:7 40:18,23 45:22 47:8,13 48:1 49:6 50:16 51:24 56:3 66:23 67:22	70:18 74:8 77:17,20 78:15 old 40:4 once 28:16 33:2 44:9 62:3 ongoing 11:8 37:9 open 36:11 44:8 operating 9:4 49:19 50:1 51:10,12 operation 77:23 operative 7:19 72:21 opponent 64:25 opposed 31:25 71:6 opposite 76:6 optimist 61:23 optimistic <u>61:24</u> option 32:22 options 61:25 oral 80:16 order 9:9,10 11:18 24:5 39:22 40:1,1 43:10,15 49:23 50:4,13 51:1 52:6,12,16,17 67:10 69:7,10 69:15	orders 49:22 52:22 organization 59:17 65:17 organizations 60:6 original 48:22 <u>ors</u> 31:6 overarching 4:23 overlapping 23:14,21 24:3 27:21 37:20 40:14 42:18,21 43:25 50:20 51:22 55:21 61:12 75:23 overruled 59:18 own 30:16 44:2	76:1 participate 69:12 participated 53:14 particular 17:17 38:15,16 particularity 43:15 parties 4:5 6:23 14:15 17:21 41:2 51:10 52:12 53:25 58:25 76:8 77:25 past 34:22 57:15 58:13 paul 2:15 3:10 3:12,23 27:23 72:1 pause 4:9,20 5:7 6:7,12 7:20 7:24 8:10,15 8:20 11:8,13 11:16,19 12:6 12:20 13:1,3 14:21 16:1,1 16:24 17:1,7,7 17:12,22 18:2 20:17 72:19,23 73:10 75:21 76:1,5,14 77:15 78:2,3 paused 6:19 8:14 9:9,17
		p	
		p 2:1,1 3:1 p.m. 1:16 79:14 page 49:20 paired 48:8,10 paradigm 49:25 paraphrase 69:22 parsed 43:8 parsing 75:5 part 6:22 8:25 26:5 28:9 30:10 37:7,8 53:14 75:6,7,7	

76:1
participate
69:12
participated
53:14
particular
17:17 38:15,16
particularity
43:15
parties 4:5 6:23
14:15 17:21
41:2 51:10
52:12 53:25
58:25 76:8
77:25
past 34:22
57:15 58:13
paul 2:15 3:10
3:12,23 27:23
72:1
pause 4:9,20
5:7 6:7,12 7:20
7:24 8:10,15
8:20 11:8,13
11:16,19 12:6
12:20 13:1,3
14:21 16:1,1
16:24 17:1,7,7
17:12,22 18:2
20:17 72:19,23
73:10 75:21
76:1,5,14
77:15 78:2,3
paused 6:19
8:14 9:9,17

[paused - productive]

10:9,19,23 73:11,16,17 74:17 75:4,7,7 75:7,8 76:25 77:23 78:9,11 pauses 73:24 penalize 28:18 people 12:12 26:12 27:17 31:25 32:1,2 36:4,4,5,7 58:24,25 59:4 61:5 percentage 27:18 perfectly 33:7 perform 32:14 77:14 period 43:22 personal 57:22 62:16 63:22 perspective 5:25 7:20,23 19:2,3 63:17 66:16 72:22 73:11 piece 61:14 pinpoint 10:6 place 67:13 80:8 placed 80:9 plain 6:6 52:21 52:24 55:17,24 56:5	plaintiff 36:25 64:22 plaintiffs 19:2 22:20 31:10 46:18 plan 18:19,19 55:14 planted 22:25 play 46:5 plus 47:14 point 5:14 7:25 10:17 11:2,3,4 11:20,24 13:22 16:21 17:18 19:22,25 20:24 21:13,14 23:9 24:10,14 25:6 26:1,25 27:7 27:17 28:13 29:23,25 31:17 31:18 32:18 33:11 39:14,15 41:8 45:14 47:8,13 50:6 53:6 54:15 56:9 58:5 64:13 65:3 67:16 69:16 74:10 75:2 77:24 78:2 pointed 53:13 points 23:2 33:25 34:2,3 41:23 79:5	population 36:2 position 5:21 10:7,22 12:5 14:4,5 21:8 22:4,8,10 25:9 30:7,16 34:17 35:19 36:15,17 37:10,23,23 38:4,25 39:17 42:3,4 50:8 56:12,13 77:22 78:8 positions 34:21 possible 8:8,16 8:22 9:19 31:25 40:5 71:8,10 possibly 69:5 precise 28:1 29:8 precisely 44:24 76:8 predated 7:18 predicting 49:12 preexisting 58:7 59:13,14 prerequisites 15:20 prescribed 69:6 present 2:14 15:23	presented 34:25 pressing 76:9 presume 18:20 66:4 presumption 66:14 pretext 37:14 prevents 74:15 previously 61:6 63:4 prior 7:1 48:22 48:23 50:3 probably 3:15 5:12 27:22,23 46:22,23 47:17 57:24 probation 65:19 problem 26:14 51:16 72:4 75:24 problematic 47:17 problems 23:10 procedure 64:20 proceedings 80:7,11,16 process 38:3 58:23 70:6 produce 77:2 produced 66:2 productive 29:13

[professional - recognized]

professional 80:4 progression 53:20 prop 28:19 proper 28:21 28:23 29:1,4 proposal 47:19 47:25 55:14 57:2,6,7 propose 58:20 proposed 20:20 21:11 37:25 proposing 5:7 22:5 40:18 56:16,18 57:9 proposition 32:17 37:19 proverbial 27:4 provide 59:22 61:25 provided 21:22 21:24 24:19 27:15 48:13 50:24,25 provision 4:4,4 4:6 provisions 76:8 public <u>65:16,18</u> publicly 57:20 pull 54:7 purported 62:17 purposes 42:12 43:19 64:3	put 19:19 40:4 54:23,24 61:5 73:1 74:6 77:7 putting 17:5	38:24 74:20 quick 49:17 quickly 71:8,10 quote 69:22	30:15 reading 11:18 14:17 31:4 real 38:6 realities 34:10 52:13 reality 8:11 50:11 51:10 54:17 really 6:6 24:17 25:13 27:6 28:4,10 29:13 38:18 49:13,14 49:23 55:7 67:10 74:5,18 75:18 78:14 realm 29:6 reason 4:11,11 50:5 68:19 71:5 reasonable 46:19 47:2 reasons 28:3 72:11 recall 55:7 received 58:12 64:24 recent 48:16 recognition 76:7,9 recognize 33:5 33:5 79:3 recognized 18:1
	q qualifications 62:8 qualify 4:14 quantifiable 25:4 quantify 29:8 quarter 70:16 70:20 quarterly 70:17,20 73:5 74:10,12 77:2 question 7:8 12:7,8 21:5,6 24:21 25:18,21 26:17 30:5,23 31:8 35:8 41:25 42:6,11 42:23 43:20 44:17 47:11 49:17 51:4,5,6 51:9 52:1 53:12 54:13 55:6,8 57:24 62:12,15 63:19 67:24 68:10 74:18 75:18,25 76:12,18,19 77:6,7,19 questions 18:17 18:22 19:14	r r 2:1 3:1 raids 4:17 6:16 11:23 18:1 23:24 32:8 36:5,22 raise 34:11,13 71:20 raised 31:15 79:2 raises 26:11 27:2,17,18 44:17 raising 32:5 rand 57:14,15 57:20 58:5,14 58:21 59:16,20 59:24 60:2,5 62:5,7,19 63:8 63:13,14 64:21 65:21 66:2,7 66:12 rand's 58:9 65:7 rate 79:9 reach 7:2 reached 6:25 6:25 7:6 18:5 reactions 5:1 read 8:24 9:3,5 11:15 14:12,14	

[recollection - run]

recollection 54:4 reconsider 66:8 reconvene 79:10 record 3:5,13 4:2 61:17 80:15 recuse 62:25 63:5 reduced 45:24 reducing 48:9 reduction 38:17 39:9 49:22 52:8 56:1 reductions 39:18 40:15,21 40:21 41:3,18 44:18,23 46:23 47:9,23 48:3,4 48:4 53:16 56:20,22,23 references 10:1 referencing 59:23 reflect 52:21,23 54:16 reflection 50:9 refrain 43:4 registered 80:4 related 66:3 relationship 37:2 58:7 59:14,15 62:18	62:20 relative 38:16 relevant 29:22 31:23 34:15 66:16 relitigating 24:10 35:23 relying 9:2 remains 44:7 76:13 remember 53:7 53:22 55:13 61:8 remind 70:12 removed 48:12 48:13 removing 56:25 renders 15:24 renegotiation 4:10 rephrase 68:10 76:3 report 39:22 40:3,4,7,9 70:16,20 77:2 reported 1:24 39:9,25 56:20 reporter 3:14 43:3 55:22 80:4,4 reporter's 80:1 reporting 40:6 reports 9:24 21:25 70:17	71:8,11,12 73:5 74:10,12 representative 2:20 request 32:24 57:11 70:22 72:16 74:6 requested 43:16 49:5 requests 38:15 38:20 require 4:9 32:19 42:9 43:11,12,14,16 68:9 74:1 required 14:13 26:7 77:3 requirement 70:15,24 requires 43:18 77:15 reserved 28:17 34:6 respect 24:18 27:12 35:14 38:19 39:18 67:1 71:11 respectfully 42:24 responding 39:1 responses 5:1 restarting 7:5 result 17:4 35:15	resume 78:25 review 70:25 reviewable 15:5 reviewed 14:23 15:1 revisions 5:2 revisiting 4:9 right 6:7 7:4 10:5,15 11:1 13:7,11,12 14:7,17 16:15 16:15,20 20:22 22:4 25:25 29:15 34:6,7 39:2 45:15,20 45:23 46:4,15 54:14 56:1 60:24 63:9,15 64:20 66:25 68:16,18 70:23 72:6 73:6 76:11 rights 1:1 2:9 75:14 role 61:6 roost 35:17 row 12:9 rpr 1:24 80:23 rule 64:20 ruled 56:14 rules 64:14 ruling 48:16 run 18:11 23:7 26:6

[running - sort]

running 25:19	45:16 47:7	send 53:6	shows 24:19
runs 26:6	65:1,4,10,14	sense 19:9 37:1	45:18 50:2
rv 48:11 57:1	66:9 70:8,10	sent 4:17,23	side 3:18,19
rvs 48:10	70:14 72:2	5:23 38:15	39:11 66:18
s	78:12	separate 4:14	signature 80:22
s 2:1,11 3:1	scope 69:24	6:7 25:21	significance
safe 29:17	screwed 65:15	54:11,13	37:13
sake 27:3	scrutiny 34:19	separately	significant 22:1
satisfy 78:9	se 63:21 64:6	62:24	22:9 26:20
saying 11:25	second 6:22,22	served 72:5	similar 63:2
12:2 22:13	19:22 24:16	services 58:16	similarly 64:16
23:16,18 24:2	34:21 39:15,17	set 73:15 80:8	simply 14:16
24:22 26:19	42:6 47:8,12	settled 55:16	17:19 52:5
27:2 28:13	secondly 25:7	settlement 4:1	sit 69:4
29:7 33:19	secret 8:12 17:6	4:8,23 5:2 6:9	situations 34:9
35:22 36:23	section 4:1 11:6	several 57:19	six 50:14 60:5
41:8,16 43:2,2	11:7 15:11,13	shape 73:10	skid 12:9
45:9 46:5 50:7	30:10 56:8	75:21	solidified 78:22
64:22 68:17	77:3,23	share 60:19,20	solution 38:17
71:23 73:4	sections 6:17	sheet 70:1	solutions 18:12
74:14 75:5,6	73:15 76:13,23	shelter 18:11	19:16 20:19
says 6:12 8:24	see 3:10 6:4 7:8	19:16 20:19	somebody 47:5
10:18 14:16	30:21 31:4	38:16 48:9,10	59:12
23:5 67:19,20	65:24 69:25	48:11,21 49:1	somebody's
68:3,12 73:14	seeds 22:24	56:25 57:1	36:21
scale 30:14	seeing 10:18	sheltered 32:2	soon 6:19
scenario 47:16	seeking 20:23	shelters 48:10	sorry 23:15
47:16 61:24	20:25	shifting 32:25	35:6 42:19,22
school 65:19	seem 17:11	short 67:5	50:21 59:16
scolnick 2:3 3:4	59:21	shorthand 80:3	70:9,12
3:8,12,17,22	seems 59:16	80:12	sort 31:8,13
6:4 7:14,21	73:3 77:10,17	shortly 13:10	32:25 58:24
8:17 17:23	self 24:23 25:4	show 53:20	62:11,22 63:1
18:8 23:15,24	29:3,7	shown 6:14	72:21 78:21
43:21 45:6,13			

[sounds - terms]

sounds 7:18 17:24 22:5 62:7 source 15:19 62:19 63:20 64:6 south 2:5 speak 60:12 61:14 speakers 23:14 23:21 24:3 27:21 37:20 40:14 42:18,21 43:25 50:20 51:22 55:21 61:12 75:23 speaking 59:17 special 64:14 64:15 specific <u>13:20</u> 17:5 30:1 31:12 35:20 38:15,20 43:12 43:13,23 69:9 69:17 76:12 specifically 48:7 52:8 66:3 specificity 29:16,24 31:16 spend 17:15 26:7,13 70:4 spends 26:5 spot 28:5 standard 63:1 63:2	standards 64:11 standpoint 47:19 start 3:20 started 3:6,24 starting 69:16 stated 72:12 states 39:1 stating 38:7,9 statute 64:19 stealth 20:25 sticking 56:6 straightforward 45:3 straits 36:7 strap 78:13 street 2:11 12:9 16:2 struggling 36:6 studies 65:22 66:3 stuff 37:6 74:16 subheads 65:23 66:1 submit 18:16 submitted 55:14 subscribed 80:17 subsidies 18:13 18:15 substantial 21:24 58:15 59:7,14 64:24	substantially 49:2 suffering 36:5 sufficient 37:12 suggest 64:7 suggested 5:2 suggesting 8:18 22:6 30:8 58:16 64:3 suite 2:11 supposed 46:7 72:8 sure 3:21 14:11 14:18 15:8,18 20:18 30:6,19 32:11 43:5 47:5 49:19 50:21 60:7,10 70:24 74:5 surpluses 33:16 surprise 60:14 szabo 2:20 t table 78:17 take 11:5 12:4 22:1,2,10 26:8 26:15 27:3 29:23 30:2,2 35:19 36:12 39:18 40:8 57:13 59:24 60:8,21 69:20 69:21 71:24 78:16 79:4,13	taken 1:14 15:2 34:22 36:20 80:7,11 takes 12:10 talk 4:11,24 16:19 18:6,6 19:21,24 20:1 34:10 71:3,25 72:1 talked 60:16 talking 3:20 10:2,3 11:17 24:12 27:19 29:5,9 32:10 33:22,23,24 34:3 35:7 43:3 54:14 58:2 65:6 72:24 73:6 tell 8:14 40:15 43:24 47:17 57:14 66:7 70:18 80:10 telling 10:16 42:14 44:3 tens 12:11 tent 12:9 48:11 52:25,25 57:1 tents 48:9 term 17:3 49:8 50:25 52:7 70:1 terms 4:10,15 4:22 5:3,12 14:13 15:11,21

[terms - try]

15:22 27:2,4 27:13,14 63:24 69:17 71:20 72:18 testimony 80:15 tethered 30:9 thank 3:4,22 79:12 thanks 3:23,23 79:11 thereof 80:16 thing 18:4 24:5 24:15,16 26:14 27:16 63:6 things 4:24 5:5 5:11,11,15,16 5:22 6:7,13,16 7:18 8:19 9:17 10:4,9,19 11:21 12:1,13 12:16 15:20 18:5 19:18 21:15 24:22 25:2,23 26:6,7 26:9,9,10,11,19 26:22 27:5 28:14,24 29:5 29:11,12,19,21 30:9,22 31:20 31:22,24 32:1 32:10 38:9 43:17 44:20 46:7 64:15 66:6 70:3 71:9	74:13,17 77:14 think 3:18,24 4:2,25 8:10,16 8:22,24 9:7,8 9:13,15,18,25 10:19,23 11:12 12:18,19,19,23 12:24 13:4,13 13:21 14:9,23 15:20,24,25 16:24 17:1,4 18:3,18 19:6,7 19:10,20 23:11 24:22,25 25:3 26:25 27:8 29:6,7,17,17,25 30:15 31:14,15 31:17 32:5 33:15 37:7,9 37:16,21 40:17 41:22,23 42:2 43:9 47:4,4,10 48:14,19,19,20 49:12 52:10 53:13 54:17 56:16 58:22 59:2,5,6,10 60:14,19,20,21 61:7,10,11,16 62:13,21,25 64:2,9,11 65:2 65:2,6 67:4,9 67:15 69:8,9 69:15,16 70:6 72:3,4,10,11,12	74:10,12,18 75:11,24 77:20 77:22,24 78:3 79:5,8,9 thought 21:14 45:11 51:18 52:24 60:16 thoughts 69:5 thousand 12:11 42:1 45:3 three 4:13 6:13 7:12 21:9 32:9 38:13 threshold 14:10 25:15 throw 18:21 44:4 thursday 1:15 tight 28:4 tighter 71:2 time 5:23 7:4 17:15 18:15 22:2 43:14 67:6 70:4 71:19 72:15 73:6 78:20 79:4 80:8 times 44:22 timing 5:20 tires 40:8 tls 18:13,21 today 4:12,21 5:12 20:9 75:20	together 47:19 70:5,6 told 44:24 topic 14:9 33:14 45:13 total 19:17 49:1 totally 25:20 touched 64:13 toward 19:1 towards 56:21 track 53:9 transcribed 80:13 transcript 80:14 transcription 80:13 treat 59:2 tried 54:7,8 trigger 4:20 16:3 triggered 13:2 18:2 22:22 triggering 12:6 12:14,22,23 13:23 14:1 true 9:14 58:10 80:14 truth 80:10,10 80:11 try 18:22 43:5 43:14 53:8 67:20 68:12,15 69:14 73:19 74:19 75:13

[try - using]

78:5 trying 3:7 6:3 10:6,7 13:14 28:25 33:25 35:7,8,12,20 45:11,14 46:5 53:6 62:25 63:1 68:8 70:4 73:1,3 75:8 77:1,6,11,12 78:13 turn 4:25 turning 26:18 turns 23:5 twice 40:11 two 4:23 5:11 6:6,7 12:12 19:18 25:2 37:2 41:24 63:24 66:6 67:5 type 61:24	22:12,16,19 23:22 24:2 25:14 26:1 27:8,20,23 28:7,20 29:14 30:12,21 31:2 33:12,15,24 34:11,13,23 35:2,6 36:19 37:5,18 38:7,9 38:23 39:8,20 40:15,23 41:9 41:12,16 42:14 42:20,25 44:1 44:24 45:11,15 45:19 47:8 48:1,6 49:6,11 50:15,17,19 51:3,8,24 52:2 52:15,20 53:4 53:9 54:3,7,12 54:20,23 55:2 55:10,17 56:3 57:5,7,18 58:3 58:19,21 60:1 60:4,10,17 61:3 62:1,10 62:21 63:10,16 64:9 65:9,13 65:20 66:15,22 66:24 67:1,12 67:22,25 68:3 68:6,13,17,22 68:24 69:3,8 70:9,12,18,21	70:23 71:7 72:14 73:23 74:6,9 75:2,15 75:17 76:3,11 76:19,21 77:1 77:9 78:16,19 79:7,13 umklaw.com 2:13 unable 45:10 unanimity 52:1 unattended 48:12 57:1 under 4:14 9:15 12:16 17:1,7,21 21:16 23:7 28:17 30:18 36:5 38:25 39:10 40:10,16 42:15 45:25 46:10 47:15 49:14 50:1 51:12 56:20 65:12,24 66:1 66:20 73:11 74:3 75:14,20 75:25 76:13,23 77:3,12 80:9 understand 5:18,19 7:10 7:25 8:1,4 9:11 10:17,25 14:11 15:8 16:8 19:12 21:17	22:4,10 34:18 37:8,23 38:1 45:14 48:18 49:11 50:7,22 56:11 57:5,5,7 59:8 62:4 65:20,21 67:17 70:24 72:19 73:8 74:9 75:19 76:18,18 understanding 18:9 27:24 48:3 50:25 51:15 56:21 66:4 understood 3:17 15:19 49:22 52:23 unilateral 14:21 unilaterally 12:20 16:1 69:14 70:5 unintended 56:25 unrest 4:17 9:24 unreviewable 9:13 used 37:15 useful 37:22 using 56:7
u			
umhofer 2:10 2:10 3:21 5:9 7:9,16,22 8:7 8:18 9:7 10:6 10:13,16 12:2 12:17 13:9,12 13:17 14:7,19 15:12,15,24 16:5,8,11,16,20 18:7,9 19:20 20:3,6,11,14,22 21:3,12,21			

[vague - yeah]

v	37:21 38:2	we've 3:13 4:13	work 13:5 46:1
vague 77:18	41:1,13,17	4:17,23 6:13	59:11 60:22
vagueness 70:3	42:14,15 44:5	6:14,14 7:5,6	62:24 63:4
valerie 2:17	44:18,21,25	13:22 19:18	66:13
value 11:6 40:9	45:20 46:21	21:11 24:10	worked 58:23
variety 58:8	48:8 49:18	26:19 32:10	workers 26:11
version 8:19	50:21 53:23,24	33:10 39:5	working 18:15
versus 12:10	56:10,15 57:23	46:1 48:19	21:18
43:9	58:10 60:12	51:15 60:17,18	works 40:6
view 4:4,19	61:15,25 66:7	61:20	58:4
7:10 17:18	66:13 70:15,23	website 58:9,14	wreaked 27:6
21:15 46:18	71:8,9,9 72:16	65:7	wreckage 27:5
74:16 75:19	72:18,19 77:19	webster 2:15	writing 73:9
viewed 12:5	wanted 3:25	3:10,11,15	74:7 77:8,21
64:10,16	7:17 62:22	week 78:24	78:24
views 12:14	wanting 29:24	weeks 13:18,19	written 57:10
77:13	75:19	14:2 50:14	wrong 65:24
violated 40:2	wants 36:10	weigh 31:10,11	66:1
violation 39:21	74:2	weird 40:24,25	x
74:24 77:4	warrant 21:9	went 33:18	x 53:23 54:25
virtue 75:12	25:8,12	whatsoever	y
visceral 62:17	warranted 22:7	17:20 52:11	y 53:24
vs 1:2	22:11 30:24	wildfires 4:15	yeah 5:9 6:4
w	31:16 37:11	willing 18:13	8:7 15:24 16:4
waiver 78:13	way 4:7 24:21	19:12 42:12	19:4,20,20
waiving 75:14	28:12 29:12	55:9 69:1	20:6,11 21:2
78:8	30:15 31:11	witness 80:9	21:12,20 25:14
want 4:11,24	40:4,5,24 41:1	won 24:10	33:7,12,15
5:19,24 14:3	52:11 53:17,24	word 6:18	35:1 37:18
14:10,18 15:8	58:23 65:15	37:15 69:21,21	40:23 44:16
15:18 19:15	66:5 68:18	words 15:3	49:6,10 54:18
20:11,18 24:1	75:14,20 77:19	16:9,22 27:7	56:10 58:19
28:1 30:2,5,19	ways 23:4 58:8	32:15 33:2	60:1,7 61:2,15
31:20,21,23	69:17,25 71:10	49:25 56:2	61:22 62:10
32:4 35:3	77:11	63:19 73:2,20	

[yeah - zoom]

64:9 65:20

66:13,15 68:24

69:3 72:2

77:20 78:12

79:10

year 10:5 49:23

52:10

years 8:13

57:16

yep 18:7 48:6

65:9,13

z**zero** 44:6 45:5

45:8,9,16,18,18

45:25 46:4,14

zoom 1:14

Exhibit B

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,)
et al.,)

Plaintiffs,) CASE NO.

) 2:20-cv-02291 DOC (KES)

v.)

CITY OF LOS ANGELES, a)
Municipal entity, et al.,)

Defendant.)

REPORTER'S TRANSCRIPT OF REMOTE
MEET-AND-CONFER PROCEEDINGS
FRIDAY, AUGUST 22, 2025

REPORTED BY:

LENA MESCALL, CSR NO. 13018, RPR

JOB NO. 7550786

REPORTED REMOTELY FROM IRVINE, CALIFORNIA

PAGES 1 - 91

Page 1

1 REMOTE APPEARANCES OF COUNSEL:

2
3 FOR THE PLAINTIFFS:

4 UMHOFFER, MITCHELL & KING LLP
5 BY: ELIZABETH MITCHELL, ESQ.
6 767 South Alameda Street, Suite 270
Los Angeles, California 90021
7 213.394.7979
Elizabeth@umklaw.com

8
9
10 FOR DEFENDANT CITY OF LOS ANGELES:

11 GIBSON, DUNN & CRUTCHER LLP
12 BY: MARCELLUS MCRAE, ESQ.
KAHN A. SCOLNICK, ESQ.
13 BRADLEY J. HAMBURGER, ESQ.
14 333 South Grand Avenue
Los Angeles, California 90071
15 213.229.7000
mmcrae@gibsondunn.com
16 kscolnick@gibsondunn.com
bhamburger@gibsondunn.com

17
18 LOS ANGELES CITY ATTORNEY'S OFFICE

19 BY: VALERIE L. FLORES, ESQ.
20 ARLENE N. HOANG, ESQ.
JESSICA MARIANI, ESQ.

21 North Main Street, City Hall East, 6th Floor
22 Los Angeles, California 90012
213.978.7508
23 Valerie.Flores@lacity.org
Arlene.hoang@lacity.org
24 Jessica.mariani@lacity.org
25

I N D E X

SESSIONS

FRIDAY, AUGUST 22, 2025

PAGE

AFTERNOON SESSION

4

Page 3

1 REPORTED REMOTELY FROM IRVINE, CALIFORNIA;
2 FRIDAY, AUGUST 22, 2025, 1:01 P.M. TO 2:41 P.M.

3
4 MR. HAMBURGER: Do we want to go on the record?

5 MS. MITCHELL: Yes, we can go on the record.

6 MR. SCOLNICK: Fair enough. Just to note for
7 the record then that the -- this is being transcribed by
8 a court reporter and the parties have agreed to that.

9 MR. McRAE: By the way, I had the volume off.
10 So if anyone said anything to me and I didn't respond, I
11 don't want to come across as rude. I didn't hear you.

12 MS. MITCHELL: You're good, Marcellus.

13 MR. HAMBURGER: Nobody said anything.

14 MR. McRAE: Excellent.

15 MR. SCOLNICK: You didn't miss much.

16 Okay. All right. Well, you want to get
17 rolling through our punch list?

18 MS. MITCHELL: Let's do it. I was just trying
19 pull up the stuff from last time. Obviously, I was not
20 present for your meet-and-confer. I was on a plane, but
21 I did read the transcript. I sent over, you know, my
22 thoughts after reading the transcript and the Alliance's
23 position on a lot of things that you raised.

24 So I think you got where we're at. I think
25 that we should start with the monitor, because that is

Page 4

1 the one thing that we were Court-ordered to do today, or
2 at least by today.

3 So where are you guys at with that?

4 MR. HAMBURGER: Okay. We can start there. So
5 we still think that RAND would be a good choice, and
6 we've suggested multiple people there. We can provide a
7 list of contracts -- and Arlene will correct me if I'm
8 misstating it -- but I believe it's over the last five
9 years that the City has had with RAND.

10 It's -- we have a spreadsheet that I can send
11 to you so you can take a look at that, and I believe
12 there are kind of contract numbers, which are public.

13 But, Arlene or Valerie, let me know if I'm
14 misstating any of that. Is that correct?

15 MS. HOANG: That's all correct.

16 MS. FLORES: That's correct, yes.

17 MR. HAMBURGER: Okay. So we can provide that
18 to you. I can actually email it to you -- hold on a
19 second. I can email it to you after this call. We just
20 wanted to make sure -- we just got it. So we will send
21 that over.

22 MS. MITCHELL: Okay.

23 MR. HAMBURGER: On A&M, the City is not open to
24 working with A&M, given the concerns we have about its
25 approach so far in this case, which we've briefed and

1 kind of came out at the hearing. These were concerns
2 the City had before Gibson Dunn got involved. But
3 regardless, these are -- A&M would not be a good fit, in
4 our view.

5 Mr. Campbell, we think, because of the work
6 with the Alliance, that he isn't a suitable choice for a
7 monitor. I understand you don't think it's an issue,
8 but the City does.

9 MS. MITCHELL: No, I get it. I do understand
10 the City's position on that. I would take the same
11 position if I were you. I would just -- I would just
12 urge you to maybe just have a conversation with him, you
13 know, if -- because I don't think we are going to agree
14 on RAND.

15 I am happy to look at the spreadsheets that you
16 guys sent over. I just think that they are too
17 intertwined with what the City and the County to be
18 able, you know -- even if they are independent, I think
19 there's the perception of impropriety. Like, I just
20 don't think that they're the right fit, because of all
21 the various contracts that they have had.

22 But any -- I'd encourage you to have a
23 conversation with Tim. Like, he -- I think other than
24 A&M, he's probably the best fit. He'd probably need a
25 team, but I think that he -- if anyone understands both

1 the homeless service provision as well as the data
2 issues. And I think those are the two that are missing
3 from others, other than A&M, who spent, you know, ten
4 months doing that. And so, you know, if you guys
5 don't -- aren't open to considering him at all, I
6 understand that, but I would encourage you to at least
7 have a conversation with him.

8 MR. HAMBURGER: Yeah. I don't believe we are.
9 Valerie, you can correct -- jump in if you
10 disagree.

11 But I don't think we are. I think on RAND,
12 that is partially why we think RAND. It's not because
13 of a relationship we have with RAND, generally. It's
14 largely because we think they have kind of a unique set
15 of qualifications.

16 Because there are for folks there that know
17 about homelessness policy issues, but also have the
18 scientific background and the experience to deal with
19 data. So that's why I suggested them.

20 On the person from JAMS, Garrie, we don't think
21 he has the right background, and we also think he will
22 be pretty expensive anyway. So we are concerned about
23 cost; so we don't think he's a good option.

24 On Jan Perry --

25 MS. MITCHELL: Do you even know how much he

1 costs?

2 MR. HAMBURGER: I don't know, but I know
3 that -- I know JAMS, generally, they're pretty
4 expensive. But we also --

5 MS. MITCHELL: He would work for the County for
6 free.

7 MR. HAMBURGER: Okay. Well, if he's said he's
8 going to do it for free, maybe we can revisit it. But
9 even then, I think we have concerns about that he
10 doesn't really -- that the background isn't exactly
11 right. The idea here -- you know, I think the monitor
12 needs a broader perspective than just being a data
13 person, because that's not just -- like, the data isn't
14 the -- like, this isn't, like, doing regressions or
15 anything. This is --

16 MS. MITCHELL: That's true.

17 MR. HAMBURGER: -- about getting data from the
18 right people, largely, and entities. And largely, it's
19 data that the City itself does not have personally.
20 It's about getting it from entities like LAHSA.

21 Jan Perry -- we are considering Jan Perry. I
22 guess, one question we have is, is that just something
23 that you've -- you know, are just -- has she expressed
24 an interest, or is that just something you just came up
25 with, because we just want --

1 MS. MITCHELL: No. I mean, I know Jan through,
2 like, various things; right? She's been in and around
3 the City for the last couple of decades. And so she's
4 really familiar with City issues, and I like that about
5 her.

6 Someone else brought her name up. I know she
7 ran for some seat and didn't get it. And so I don't
8 know what she's doing now. She's -- last I spoke to
9 her, she was doing, like, a -- oh, my gosh. What --
10 what are those districts called? The tax -- the special
11 tax districts? Do you guys know what I'm talking about?

12 MS. FLORES: Business improvement districts?

13 MS. MITCHELL: No. It's eFITS or something,
14 like, where they tax themselves to -- I'll think about
15 it.

16 Anyway, she was doing something like that for a
17 nonprofit. I, candidly, don't know that she knows,
18 like, data and technology that well. I don't know that
19 she doesn't. I just don't know that she does.

20 But she was raised to me from somebody, you
21 know, that knows the City and knows the infrastructure
22 really well. And so would be able to help in that
23 capacity. I have not spoken to her.

24 If you guys are open to it, I can reach out to
25 the last contact information I have about her and see if

1 it's something that she's willing to consider.

2 MR. HAMBURGER: Well, I don't know -- I mean,
3 Valerie, if that's okay for them to reach out, I guess
4 that's -- you know, I'll leave that up to you, Valerie.

5 Because I know where we left it in our
6 discussions with the relevant people at the City is that
7 we were considering her, but we haven't -- basically,
8 you know, we are not ready to say "yes." But, I guess,
9 it can't hurt, unless Valerie says no, for you to ask
10 her if she'd be at all interested. Because if she's not
11 interested, then --

12 MS. MITCHELL: Then you might as well stop
13 considering it.

14 MR. HAMBURGER: Correct.

15 MS. MITCHELL: Yeah. That's fine. I'll reach
16 out to her.

17 MR. HAMBURGER: Hearing no objection from
18 Valerie, I think we can do that, or you can --

19 MS. MITCHELL: Okay.

20 MR. HAMBURGER: On USC and UCLA, like, we have
21 no issue with -- depending on the specific person, I
22 mean, we think that they kind of fall on the -- kind of
23 the category of a -- you know, institutions that have,
24 you know, the kind of people that would be -- have,
25 like, the right background and the right --

1 MS. MITCHELL: Yeah.

2 MR. HAMBURGER: So, I guess, the issue there
3 is, is there an individual that you might have in mind
4 or -- you know, because we're -- obviously, can't
5 just -- can't have the monitor be the entirety of USC
6 and UCLA.

7 MS. MITCHELL: Yeah.

8 MR. HAMBURGER: Or even a group. It would have
9 to be an individual or so.

10 MS. MITCHELL: Yeah. Sure.

11 MR. HAMBURGER: And, obviously, if it's an
12 individual who has, like, a particular, like, you know,
13 group or whatever, I assume that they would rely on
14 their colleagues. But --

15 MS. MITCHELL: There's an individual at UCLA --
16 I mean, you guys might disqualify him because we was
17 retained as an expert for us years ago, when we were
18 getting ready for trial -- I mean, it's been so long. I
19 don't even quite remember the context.

20 But I think I was putting together a second PI,
21 or something like that, against the City or the County.
22 And so we had retained him -- an entity that worked with
23 him on a report. But it ultimately didn't go anywhere
24 because we ended up settling.

25 And I honestly don't remember if it was against

Page 11

1 the City or County. I'd have to go back and take a look
2 at it. And I think he was with UCLA. But he does a ton
3 of stuff with the City as well. Like, he partners with
4 the City, and he's just really knowledgeable on
5 homelessness issues.

6 He's somebody that I could figure out who that
7 was -- I mean, I literally can't even remember his name,
8 as I sit here today, but I can think about it and I can
9 send him your way. Just -- you just would have to know
10 the history, you know, in the interest of full
11 disclosure.

12 MR. HAMBURGER: Yeah.

13 Go ahead, Kahn.

14 MR. SCOLNICK: I mean, I would imagine that
15 someone who's been retained as an expert witness for the
16 Alliance is probably not a -- it's a nonstarter, I would
17 think.

18 MS. MITCHELL: Yeah.

19 MR. SCOLNICK: Is it Ben Henwood or Seth
20 Watson-Pickens.

21 MS. MITCHELL: Is it Ben Henwood? No. I
22 know -- like, just through general -- this general
23 context of, like, we've all been around. I think Ben's
24 with USC, right, or Westwood UCLA --

25 MR. SCOLNICK: I thought we were talking about

1 USC. Sorry. You meant UCLA?

2 MS. MITCHELL: Yeah.

3 MR. SCOLNICK: I'm not --

4 MS. MITCHELL: We all know each other. It's
5 all, like, a very incestuous -- like, all the L.A.
6 homelessness researchers -- like, they're all in it, in
7 various things.

8 But, no, I was not talking about USC. I was
9 talking about UCLA. The gentleman that I --

10 MR. SCOLNICK: All right. Well, just send
11 us the name --

12 MS. MITCHELL: -- was talking about was UCLA.

13 MR. SCOLNICK: Sorry. Send us the name and we
14 will think about it. But I -- just for the sake of
15 putting a stake in the ground, I would imagine a
16 retained expert is probably problematic.

17 MS. MITCHELL: Yeah.

18 MR. HAMBURGER: But if there's somebody like
19 that at UCLA or USC, I mean, I think that -- from the
20 City's perspective, which is why we ask -- we suggested
21 RAND, is we think that you're going to need somebody
22 that has a background in the policy issues, generally,
23 and has some familiarity with -- with the Los Angeles
24 government and knows --

25 MS. MITCHELL: Yeah.

1 MR. HAMBURGER: -- you know, knows about the
2 City and the County government, but also knows about
3 these programs, knows the terminology, isn't going to
4 have to learn all that, but then also is at -- the
5 reason why we thought academic-focused people would be
6 the right fit, because they also probably are competent
7 enough or have colleagues that are competent enough
8 to -- to the extent there are data issues or things like
9 that, they can -- they'll have a team to deal with that.

10 And so because they're -- you know, they're
11 analytical kind of scholars.

12 MS. MITCHELL: Yeah.

13 MR. HAMBURGER: So that was -- that was our
14 proposal for RAND. We did not -- like, it didn't
15 even -- until, you know, it was raised in the last
16 meet-and-confer call, none of us even thought of -- you
17 know, like, we're going to RAND because there are --
18 because we do so much business with RAND. It was only
19 because of exactly what I said, which was, we thought
20 that they had kind of unique capabilities.

21 MS. MITCHELL: Yeah.

22 MR. HAMBURGER: But I also think that the City
23 is open to somebody at UCLA or USC, you know, depending
24 on who it is.

25 And so if there are people that you think might

1 be interested -- and we'll go back and we'll think --
2 you know, I know Matt Szabo couldn't be on this call,
3 but I think he may have some ideas about people at
4 either UCLA or USC that might work. But, obviously,
5 it's easier if it's somebody you're already okay with
6 and then we just have to then get approval on our side.
7 So I do appreciate the suggestions.

8 On the person you suggested, the New York
9 lawyer, Gitnick?

10 MS. MITCHELL: He reached out to us.

11 MR. HAMBURGER: Okay.

12 MS. MITCHELL: He knows Matt from some other --
13 I want to say they were -- maybe they were at Skadden
14 together or something. I don't quite remember the
15 connection, but he --

16 MR. HAMBURGER: Your Matt, not Matt Szabo?

17 MS. MITCHELL: No. My Matt, Matt Umhofer. And
18 they do a bunch of -- or they had. They've done a bunch
19 of, like, monitoring-type work, and somehow he got wind
20 of this and reached out to Matt and wanted to throw his
21 name in. I don't know him. I don't, candidly, know
22 that he's, like, the right fit for it, but because he
23 self-volunteered, I at least wanted to disclose that.

24 MR. HAMBURGER: Okay. Yeah, we'll consider it.
25 And the one -- I can tell you right now, the one, you

1 know, hurdle is that, you know, I think it's better to
2 have somebody who is local, frankly, largely because I
3 think logistically it's easier, but more so because I
4 think, that, you know, honestly, I think we all
5 recognize L.A. is a little bit different than other
6 cities. Every municipality is a little bit different.
7 And so I'm not saying somebody outside of L.A. couldn't
8 do this work, but we also think it -- if there is a --
9 somebody, a right fit who is local, that might be
10 better.

11 MS. MITCHELL: Yeah. I don't disagree with
12 you. I mean, you can -- obviously, the issues that you
13 have with Tim or with this other gentleman, who I'm
14 still -- I'm going through my files to try to figure out
15 who he even was, we have the same issues with RAND. I
16 just think that we need somebody that's like a true
17 neutral third party that does not have any connections
18 with either of the parties.

19 So I don't -- I don't see -- oh, Randall Kuhn,
20 K-u-h-n. That's his name. He's done really cool stuff.
21 I actually don't think he was ultimately going to be an
22 expert witness, now that I found him. He wasn't -- he
23 was never an expert. He'd agreed to give us a
24 declaration, because he had a really good report that we
25 wanted to give in evidence. But he was -- he's an

1 associate professor -- at least as of 2022, he was an
2 associate professor at UCLA Fielding School of Public
3 Health.

4 MR. SCOLNICK: Still is, according to the
5 website.

6 MR. HAMBURGER: Okay. Great. We will take
7 him -- his name back.

8 So, I guess, we just all need to do some more
9 homework on this, and we will send you the RAND
10 spreadsheet.

11 MS. MITCHELL: Okay.

12 MR. HAMBURGER: And if you need more
13 information, let us know. But that's information we
14 have about our connections with RAND and the City's
15 connections with RAND.

16 I don't believe any of them have to do with
17 homelessness issues, but I didn't look very closely at
18 the spreadsheet.

19 So, Arlene, I don't know if you looked at it,
20 and you were able to confirm that.

21 MS. MITCHELL: She says she doesn't know.

22 MR. SCOLNICK: The spreadsheet will speak for
23 itself.

24 MR. HAMBURGER: The spreadsheet will speak for
25 itself, and, yeah -- but, yeah, so we will get that over

1 to you.

2 MS. MITCHELL: Okay. If you want, you know,
3 I'm happy to have a conversation with the RAND folks if
4 you want to connect me, and so, you know -- and I can
5 always take that back and say, hey, here's the
6 spreadsheet. This is my conversation. You know, either
7 the Alliance is comfortable or not comfortable with it.
8 So I'm happy to have that conversation.

9 I think one thing we might consider, because I
10 do think that a single person is going to be difficult,
11 which is why a team like RAND or UCLA or USC would be
12 easier, is, like, a partnership, like a pairing -- and
13 I'm not saying these are the right people, but
14 hypothetically a Daniel Garrie, who's got the
15 technological and data infrastructure knowledge with a
16 Jan Perry, who's got, like, the city infrastructure
17 knowledge, something like that might be the better fit.
18 But we can do some more digging on USC, UCLA, and if you
19 want to connect me to RAND folks, I'm happy to talk to
20 them.

21 MR. HAMBURGER: Okay. Yeah. Why don't I
22 circle back on that because I want to make sure they --
23 I don't think we've reached out to RAND about this yet.
24 We -- I believe that there may have been a -- well, I
25 did -- I know there was a team that we had that RAND had

Page 18

1 been -- had sent to us a while back, and I listed those
2 team members. But we haven't reengaged with them on
3 that, because we wanted to meet with you first to see
4 if, like, you had issues with RAND, and -- and you did.

5 But, yes -- but I -- you know, obviously, we
6 don't have objections for you -- you know, if you want
7 to talk to the people that are on that list, I can
8 resend that if it would be helpful when I send the
9 spreadsheet. I think it was in the first email I sent
10 about the monitor, the list of specific people.

11 MS. MITCHELL: Okay.

12 MR. HAMBURGER: And they -- but I just want to
13 warn you, they will likely -- this may -- this will
14 likely be news to them.

15 MS. MITCHELL: Okay.

16 MR. HAMBURGER: And so that's fine, you know,
17 because we -- you know, I know we would like to use RAND
18 if -- and they have some -- I think they may have some
19 recollection of previous outreach, but no recollection
20 since Judge Carter's order specifically. And so they
21 may not have an idea about it specifically, and so --
22 but I don't have an objection as far as you talking to
23 them and find out if they are interested.

24 MS. MITCHELL: Okay. I will -- okay. I will
25 probably do that. I think that I have some -- have had

1 some contact with Jason Ward in the past on some of
2 these issues, but it's been a while. So I probably
3 will, if you're -- I mean, I'll probably just reach out
4 to Jason. I might just reach out to Daniel Garrie also.
5 I haven't spoken to him. I don't know that he's
6 available. I just know he was, you know, helpful in
7 other circumstances and that he's worked with
8 Judge Carter in the past and has done technology stuff
9 with him. So --

10 MR. HAMBURGER: I can say on Garrie, like,
11 we -- you know, I was -- I was -- we had a couple of
12 concerns. I think we have broader concerns with him.
13 So I don't want to get too far into them right now, but
14 we've had, in other matters, experiences with him that
15 were not ideal.

16 MS. MITCHELL: Like, you, the City, or you,
17 Gibson Dunn?

18 MR. HAMBURGER: Gibson Dunn. So my
19 recommendation would be -- would be not to use him.
20 So -- and I don't think -- since we are going to be
21 involved, I think it's -- you know, I think that if
22 there's somebody else like him, I think that would be
23 better if that's where -- the route you want to, you
24 know, propose.

25 But -- so that -- to be --

1 MS. MITCHELL: Well --

2 MR. HAMBURGER: -- full transparency, that --
3 that issue. And we don't think he's the right fit, and
4 he also, I think, is going to be very expensive. And
5 maybe he'll do it for free, but at that point, I don't
6 even know if we want to have somebody do it for free.
7 We want somebody who's actually going to do it
8 correctly.

9 MS. MITCHELL: Yeah. I don't know either. But
10 I will just tell you, because I know he's worked with
11 Judge Carter in the past and this issue came up when we
12 were dealing with the L.A. County website, if we don't
13 reach an agreement, I'll bet you that Judge Carter is
14 going to want to work with Daniel Garrie. I'm just
15 putting that out there.

16 So if there are, like, real concerns, if
17 there's real conflict issues or competency issues, it'd
18 be good for me to know that ahead of time because,
19 otherwise, he's going to be a subject that I would -- I
20 would bet would come up in court.

21 MR. HAMBURGER: Well, I'm hopeful that we can
22 reach an agreement on who would be the monitor. I think
23 it's going to work better for everybody if we have an
24 agreement.

25 MS. MITCHELL: Yeah.

1 MR. HAMBURGER: So, hopefully, we don't get a
2 situation like that, yeah.

3 And Jason Ward, of course, was the -- you know,
4 the main person that we had recommended; so -- that we
5 had flagged at RAND.

6 MS. MITCHELL: Okay. I'll try to connect with
7 him. I will make that -- I don't know the rest of those
8 people, but I'm fairly certain that I can't do
9 Jason Ward. And I know that I have had ideological
10 differences with Ben Henwood in the past, just FYI.
11 So -- and I know he's over at USC. I don't know that
12 the Alliance would agree to him.

13 MR. HAMBURGER: Okay.

14 MS. MITCHELL: So --

15 MR. HAMBURGER: Okay. Do we want to -- and I
16 note you said you disagree that the monitor's, you know,
17 obligations should be the ones in the order. We -- I
18 guess we will have to agree to disagree on that. We
19 think the order is pretty clear, but, you know, we can
20 deal with that later.

21 On the timing of the reports, I mean, I'm
22 hoping you would be reasonable about that.

23 MS. MITCHELL: What do you mean the timing of
24 the reports? What are we talking about?

25 MR. HAMBURGER: Well, we had asked for -- to

1 extend the timing on the quarterly reports, and you were
2 suggesting that, you know, it's premature to discuss
3 that and were reluctant to agree to anything beyond
4 30 days, I thought. But maybe I am wrong about that.

5 MS. MITCHELL: Yeah, I think we -- it's hard --
6 that's hypothetical. I mean, right now, what are you
7 guys at, like, 15 days? I don't have, like,
8 particularly strong of opinions about this. I think
9 that the data monitor is going to probably have to get
10 in there and look at things.

11 But, also, I think the idea is that they will
12 be in there, like, simultaneously. So I think we have
13 to first figure out who the monitor is, and then we can
14 have that conversation. Could be a zero delay. It
15 could be that they say, "What are you talking about? I
16 need at least 60 days."

17 Like, I just think that this conversation is
18 premature, until we know who that monitor is or what
19 that monitor is, and we can have that conversation.

20 MR. HAMBURGER: Okay. So I think that takes
21 care of the monitor stuff. And I will commit to getting
22 you the RAND spreadsheet right after this call.

23 MS. MITCHELL: Okay.

24 MR. HAMBURGER: Okay. So why don't we go to
25 8.2 then?

1 MR. SCOLNICK: Before you do that, just -- when
2 is the next report due?

3 MS. MITCHELL: It's quarterly; so I think you
4 guys are, what, probably October.

5 MS. HOANG: The quarter ends September 30th.

6 MS. MITCHELL: Yeah. So October 15th is the
7 next.

8 MR. SCOLNICK: Well, like, so we can't go that
9 long. I mean, in the -- you know, the next couple of
10 weeks, we should try to reach agreement because that
11 will start the clock running at the end of September,
12 whether it's 15 days or 45.

13 MS. MITCHELL: Well, I mean, as I sit here
14 today, we don't have a monitor. There's zero reason for
15 you to have an extension; so no. But if -- once we get
16 a monitor in place, it looks like we're going to have a
17 second layer of review on top of that, then, obviously,
18 some extension makes some sense.

19 MR. SCOLNICK: I understand. I mean, it's also
20 just more of a courtesy that we're asking for, because
21 our people are telling us they need more time to get
22 this done. Even without a monitor, it's just -- it's
23 hard. But I think maybe we'll just table this for now.
24 I'm putting on your radar that this is -- we just don't
25 understand what the urgency is, if it's, you know, an

1 extra week or two.

2 MS. MITCHELL: Well, who's saying it's hard?
3 Like, what is hard about it?

4 MR. SCOLNICK: No. I'm saying that this is
5 important data that we are trying to get right and
6 that's the goal of all of this. And so having a little
7 bit of extra time to make sure that everyone who is
8 involved is signing off on it is important.

9 We haven't been through the process, really. I
10 mean, we had -- Gibson Dunn has been involved for one of
11 those reports, but we would appreciate just a little bit
12 of time, a little bit of breathing room after the end of
13 the quarter. That's all.

14 MS. MITCHELL: Oh, well, see, that's a
15 different thing than what you guys -- you -- what I had
16 understood was that you guys were asking for extra time
17 for the data monitor review. And that's why I was
18 saying it's pretty --

19 MR. SCOLNICK: Not solely.

20 MS. MITCHELL: So you're saying you need extra
21 time because the City is going to generate the reports
22 and Gibson Dunn wants to separately review and make sure
23 that it's valid data. I can understand that. I'm happy
24 to give you an extra week or whatever.

25 MR. SCOLNICK: It's all those things; right?

1 It's just -- that's right. So let's just -- I wanted to
2 put it on your radar because --

3 MS. MITCHELL: Okay.

4 MR. SCOLNICK: -- you weren't in the last call
5 and there was -- maybe some of that nuance was missed in
6 the transcript.

7 MS. MITCHELL: Yeah.

8 MR. SCOLNICK: But let's continue to talk about
9 that.

10 MS. MITCHELL: Sure. Just let me know.

11 MR. SCOLNICK: Okay.

12 MR. HAMBURGER: Okay. So on 8.2,
13 meet-and-confer, so that's the other reason for this
14 call -- one of the other reasons for this call.

15 You know, you sent us comments, and we can
16 maybe just go through them and I can give you my
17 reactions to them.

18 So, I guess, in your preamble, you don't --
19 thank you for making your position clear. And I just
20 want to make sure it's clear that your current -- by
21 "you," the Plaintiffs, the Alliance -- is not -- does
22 not believe that any modifications are warranted and are
23 not proposing any modifications in light of the
24 Section 8.2 events, the three separate events --

25 MS. MITCHELL: Well, that's not what my email

1 said. First off, I think the ICE raids -- that the --
2 does not suffice. The fiscal emergency, I'm not
3 sympathetic to, for all the reason heretofore stated.

4 But the fires, I do understand. I think the
5 Court's order was pretty clear that, like, it's a
6 temporary pause, and we have to understand, like, when's
7 the pause going to be over and what does that mean;
8 right? And I haven't heard that from the City.

9 But what I said in the email is I don't think
10 that any modifications to your obligations are
11 necessary. If you're telling me what you need is more
12 time, then we can have that conversation. But
13 particularly, like, the affordable housing substitutions
14 and stuff, that's not something that we're amenable to,
15 nor do I think that the emergency requires it.

16 MR. HAMBURGER: Okay. So a couple of things.

17 MR. McRAE: Can I ask a couple of questions? I
18 just want to break this up, because I think these are
19 very different issues.

20 I mean, the first issue is: I think we may
21 have a misunderstanding or a different interpretation as
22 to what the invocation means.

23 MS. MITCHELL: The invocation of the emergency
24 under 8.2?

25 MR. McRAE: Yeah, yeah. The emergency.

1 As we see it, you have no say-so whatsoever as
2 to the validity or merits of the invocation.

3 Now, we can disagree about that, but the way
4 that we read the agreement is we invoke the emergency.
5 No one is required, as I understand it, to have the
6 Alliance or its counsel come in and weigh in on whether
7 they think the emergency is meritorious, to try to
8 quantify the gravity of the circumstances that
9 precipitated the invocation.

10 And so I think that's a pretty important sort
11 of conceptual starting point, because that's also
12 different from the question of whether the modifications
13 are something that you would be amenable to effecting by
14 agreement. Those are two separate issues.

15 The first one is: Is there an invocation?
16 That's undisputed. It's already happened. And as we
17 interpret the agreement and understand it, from the
18 moment that the invocation occurs, it's in place.

19 So I think we first need to understand: Do you
20 have a contrary understanding of those points, about
21 the --

22 MS. MITCHELL: Yeah, of course, I do. Of
23 course, I do.

24 MR. McRAE: -- unilateral invocation of the --
25 okay.

1 And, again, not to waste time, is this
2 something that maybe there's a document or a brief where
3 you've already laid out your position? Because I'm not
4 going to try to put you on the spot and ask you to give
5 us a dissertation on the basis for that disagreement.
6 If you've already documented it, you can just point us
7 to where it is. I think we can deal with it that way.

8 And then separate from that, just so to make
9 sure that we complete the meet-and-confer, are you
10 saying that, putting aside the conceptual question of
11 whether or not the Alliance gets to weigh in on what we
12 regard to be the City's sovereignty in terms -- in
13 discretion, in terms of whether or not to invoke an
14 emergency -- are you saying that even assuming, for the
15 sake of argument, that you agreed that it is a
16 unilateral non, you know, negotiable, nonparticipatory
17 invocation on the part of the Alliance, that even if you
18 agreed with that, you don't think that the circumstances
19 merit any modification of the obligations? Because
20 those are two totally separate questions.

21 MS. MITCHELL: Okay. So as I understand it --
22 and I was just pulling up the Court's order, because he
23 has some, like, pretty clear language about this issue,
24 which I think is -- trumps what you think and what I
25 think.

1 And what the Court says is, "The settlement
2 agreement imposes a duty on both parties to meet and
3 confer in good faith to determine the necessary
4 adjustments during any such pause. The parties are
5 expected to continue engaging in good faith to define
6 the scope and terms of any pause."

7 To me, that's not a, City gets to do whatever
8 it wants, because that's not 8.2 says.

9 And then the next paragraph is, "It is
10 important to note that the invocation of Section 8.2
11 does not excuse the City from its ongoing
12 responsibilities, particularly with respect to accurate
13 reporting and verification of beds. The pause provision
14 is not a blanket exemption from compliance. The data
15 verification issues predated both the January 2025 fires
16 and the resulting emergency declaration. Accordingly,
17 the Court will not permit the City to use this emergency
18 as a pretext to avoid its obligations under the
19 settlement agreement. This pause only applies to
20 obligations that are truly impacted by the emergency,
21 not to longstanding failures and transparency,
22 accountability, or compliance."

23 MR. McRAE: Well, that largely sounds
24 hypothetical because it assumes that the City is
25 invoking these emergencies pretextually, which it is

1 not.

2 It also, in no way, is inconsistent with the
3 concept that, if there is a pause, hard stop, who
4 invokes the pause? Is that subject to debate as to
5 whether or not there's been a pause? Nothing that you
6 read is inconsistent with that.

7 As far as the rest of it, which is, the parties
8 need to discuss, probably for mutual edification, how
9 long is the pause?

10 Okay. If that's what it says, that's what it
11 says. I think that's what we're doing. Again, that's
12 completely different from who gets to decide if there's
13 a pause and is the pause invocation automatic?

14 So the rest of this is discussing, which I
15 think we are trying to do, what -- how long of a pause
16 are we talking about?

17 And by the way, we could have disagreements
18 with respect to that. But I think that's part of the
19 meet-and-confer process, as well as the second layer of
20 this, which is, well, are there any modifications to the
21 obligations that you would be amenable to, in light of
22 the invocation of any number of the emergencies or the
23 invocations that have been declared, or is the
24 meet-and-confer exhausted because categorically, the
25 Alliance opposes any modification whatsoever based on

Page 31

1 the invocation?

2 MS. MITCHELL: I feel like we're filibustering
3 at this point.

4 MR. McRAE: And be sure to meet and confer?

5 MS. MITCHELL: I feel like I heard these
6 hypothetical sort of questions in the transcript or I
7 read them. I saw that you were kind of trying to pose
8 these questions. I think it's irrelevant, honestly,
9 Marcellus. Like, I think the question is --

10 MR. McRAE: I'm just asking are you opposed to
11 any modification? That's not a hypothetical--

12 MS. MITCHELL: Okay. Well, no, you
13 filibustered for, like, three pages, probably, in the
14 transcript --

15 MR. McRAE: No, no. I've parsed distinction in
16 the language you read in saying --

17 MS. MITCHELL: And now you -- hold on. It's --
18 Marcellus, I'm sorry. It's my turn to talk --

19 MR. McRAE: -- that it didn't contradict what I
20 was saying.

21 MS. MITCHELL: Okay. So you broke apart a
22 couple of issues. You asked a bunch of hypotheticals,
23 and then you ended on a question. So if the only thing
24 that I am here to talk about is are we opposing
25 modifications, I already answered that in my email,

Page 32

1 which is, I don't think any of the modifications that
2 you're proposing have -- you know, make a whole lot of
3 sense.

4 We're not amenable to that. I don't think that
5 they're related to the emergency that is being declared.
6 Whether or not it's unilateral or not, I think it's
7 irrelevant.

8 What I have suggested is if the City is saying
9 it needs more time to complete its obligation, it's
10 something that we would consider. But other than the
11 more time, I don't see that any other modifications are
12 relevant to the emergency declaration.

13 MR. HAMBURGER: Yeah. So can I explain --

14 MR. McRAE: Real quickly --

15 MR. HAMBURGER: Can I touch on that --
16 Marcellus -- Marcellus --

17 MR. McRAE: Real quickly. Real quickly.

18 And just to be clear, it wasn't filibustering.
19 You read a passage from an order. I explained why that
20 passage, in no way, was inconsistent with the
21 distinctions I was parsing between the invocation of the
22 emergencies and whatever collateral discussions followed
23 that.

24 That wasn't filibustering. That was responding
25 to you reading that passage.

Page 33

1 Brad, please.

2 MR. HAMBURGER: Yeah. So I think there's a bit
3 of a -- and, look, I understand this may be your
4 position, and we're just going to have to disagree. But
5 I think that there's a conceptual, you know,
6 disagreement here about the nature of these emergencies.

7 And so our position is, is that we've had three
8 separate events that have imposed substantial costs on
9 the City that were unexpected. But regardless, whether
10 they were unexpected or not, they're the exact sort of
11 events that the parties agreed could necessitate
12 necessary and appropriate amendments to the obligations.
13 That's language directly from 8.2.

14 And it's not just about timing, and it's not
15 just about how long a pause would -- would last. What's
16 happened is, is that there's been -- you know, I think
17 it's beyond dispute there's been a substantial amount of
18 costs that have been imposed on the City due to the
19 fires.

20 There's been, likewise, substantial amounts of
21 costs -- I know you said -- I don't understand why it's
22 your position, but, you know, you seem to be belittling
23 the ICE-related incidents. There was significant civil
24 disturbances and protests and which necessitated real
25 hard-dollar costs in the form of overtime, additional

1 unexpected overtime for LAPD and other City officials
2 and agencies.

3 And then the third one at -- you know, and your
4 email speaks of it, but, you know, there has been a
5 fiscal emergency declared by the City. I understand,
6 from a political perspective or policy perspective, you
7 think this is a fiscal emergency that the City caused
8 itself. But the reality is there is a fiscal emergency.
9 It exists. And a fiscal emergency was specifically
10 contemplated as one of the triggers for a pause, but not
11 only a pause, a good faith -- in the words of Judge
12 Carter -- meet-and-confer about any necessary and
13 appropriate amendments to the obligations under the
14 agreement.

15 And so what we have proposed are a -- we think
16 a modest number of modifications that go directly not
17 just to the timing, but go to the new fiscal reality
18 that the City faces, given three events in the past
19 year, where you have substantial amount of costs that
20 have been imposed on the City and you have a fiscal
21 emergency that's going to lead to layoffs and various
22 other things as a result.

23 And particularly on the encampment
24 obligations -- and we can also talk about the affordable
25 housing units -- we think that -- encampment reductions,

1 rather -- we think that, you know, there are
2 modifications warranted given the fiscal costs to the
3 City of complying with the obligations as construed by
4 Judge Carter, at least with respect to the encampments.
5 And we think we can have a separate debate about the
6 affordable housing.

7 But just so our position is clear, the focus of
8 our modification proposals are reducing the fiscal
9 burden of the obligations, not just extending the time
10 to complete the obligations.

11 MS. MITCHELL: Okay. I understand your
12 position. Setting the fires aside, the fiscal emergency
13 is something that has been anticipated for years. If
14 Matt were on the call, Matt Szabo, he would say that.
15 He's been warning the City Council for years that these
16 certain choices that the City Council is making is going
17 to put it in a fiscal emergency. Yet the City Council
18 did -- like, I watched that happen.

19 So -- and then the City's continuing to make
20 policy choices, particularly around homelessness, that
21 is exacerbating this. So I don't think that the City
22 gets to make expensive choices and then claim inability
23 to comply due to poverty. That's -- so that I'm trying
24 to be very clear about it, and I was very clear in my
25 email what our position is on fiscal emergency.

1 That's -- I think there's very clear reasons why we are
2 not sympathetic. The City can make alternative choices.

3 Regarding the civil unrest, as you want to call
4 it, protests like this happen all the time in the City
5 of Los Angeles. This is the nature of the city. I
6 mean, I can go back over the last decade and name a
7 dozen different similar protests. I don't think that
8 the fiscal impact on the City through the ICE raids has
9 been that significant. It has been something, you know,
10 but there's always something in the City of Los Angeles.
11 So I don't see the fiscal impact of that making that big
12 of a difference.

13 So -- but, again, if it's more time to complete
14 obligations, like, we can have that, but reducing the
15 obligations, which is what the City is trying to do,
16 does feel pretextual to me, and it's not something that
17 we will agree to.

18 MR. HAMBURGER: Yeah, understood. I sent
19 you -- we sent you a document on the ICE-related
20 protests. This is a public document -- we sent it to
21 you -- where it, you know, documents -- it's dated
22 June 20th, 2025. It's attached to the email that Kahn
23 sent you on August 6th, 2025. And it documents, you
24 know, a cost of \$17.3 million needed to cover additional
25 expenses that had been incurred and -- and largely due

Page 37

1 to overtime.

2 And I understand you think that this was not a
3 big event. I think everybody who lives in the city
4 would disagree. And I think it was national news, if
5 you might recall. But we may have to just argue with
6 that before Judge Carter about whether this counts as a
7 civil disturbance. I think it does.

8 But in any event, I'd like to direct you to
9 that, because we did provide evidence of that.

10 MR. McRAE: I just have a question. While
11 there are protests in the city, I can't seem to recall
12 the last time the National Guard was sent out on the
13 streets of Los Angeles.

14 I don't know if you would know that off the top
15 of your head, Liz. Was it in this century?

16 MS. MITCHELL: I don't think that's the
17 relevant inquiry.

18 MR. McRAE: Oh, I think that's absolutely
19 relevant because that's the anomaly that escalates the
20 fiscal consequence of the emergency. It doesn't exist
21 in a vacuum. So in all fairness, it's the comparison of
22 proverbial apples with oranges to not recognize that.
23 That is highly anomalous, number one. I mean, anybody
24 with a passing knowledge of the history of this city is
25 going to know that.

Page 38

1 I think the other thing is that I am curious
2 about something. How do you guys reconcile the
3 discretion that the Court acknowledged that the City has
4 under the agreement with respect to how it satisfies its
5 housing obligations, which, obviously, could include a
6 more expensive option? In other words, that's not to be
7 penalized by the negative thing --

8 MS. MITCHELL: But you can't choose -- that's a
9 choice. That's a choice that's being made. You don't
10 get to choose the most expensive option --

11 MR. McRAE: But I didn't finish --

12 MS. MITCHELL: -- and tell me you're broke.

13 MR. McRAE: I didn't finish my question.

14 MS. MITCHELL: It's a choice.

15 MR. McRAE: I didn't finish --

16 MS. MITCHELL: It's a choice.

17 MR. McRAE: I didn't finish my question. So
18 it's kind of hard to answer the question when I haven't
19 finished it.

20 So I said how do you reconcile that discretion,
21 which, again, the Court has very unequivocally
22 recognized? It's one of the areas where we think that
23 you guys actually lost, quite frankly, in the effort to
24 suggest that the City did not have that discretion. The
25 agreement says what it says. How do you reconcile that

1 with, if the City properly exercised its discretion to
2 use an option that it thinks is superior and not
3 surprisingly it might be superior and cost more money,
4 with then having not one fiscal issue, but several at
5 the same time which drains resources and re- -- it's
6 just math. There's only so much money.

7 And so if you have the discretion, you exercise
8 the discretion, and then other unforeseen things happen
9 that causes the City to have less resources to cover
10 more things. How is that -- how is that reconciled with
11 the fact that, of course, the City can exercise the
12 discretion to satisfy the obligations the way that it
13 wants to? It almost makes it seem like the City has to
14 be perfect and have powers of Nostradamus to say, if you
15 are going to exercise a more expensive option, you
16 better make sure that there's nothing else that comes in
17 that could possibly cause that to be problematic or to
18 strain resources. I'm just curious. Like, how do you
19 guys see that?

20 MS. MITCHELL: I don't even know what your
21 question is right now.

22 MR. McRAE: I think that answers it. Okay.

23 MR. HAMBURGER: Okay. Do we want to go talk
24 about some of the specifics? Because we made the
25 various proposals, and then you sent an email responding

1 to them. I think there might be one agreement -- and
2 this wasn't really even a modification. It was mainly
3 could we reach an agreement on the TLS subsidies.

4 It sounds like you potentially will agree to
5 that. I can tell you that, you know -- and I think your
6 suggestion was let's assess it when the bed plan is
7 submitted. That's fine, I think.

8 MS. MITCHELL: No, no. I -- it's even better
9 than that. It's -- the concern is the role that the
10 City has had in identifying the TLS beds. That was the
11 concern, the roadmap concerns we have. Same concern
12 remains. So that's the one. And then also the data
13 verification given the loss of (unclear).

14 So if you can resolve those two, no issue from
15 us on the TLS.

16 MR. HAMBURGER: Okay. Great. That's good to
17 hear, yeah. My understanding is the City is still
18 working on its plans regarding the TLS slots that we
19 would be counting under the Alliance agreement. But we
20 are contemplating that they would potentially be solely
21 funded by the City. So that should assuage any concerns
22 about grading or whatnot that you had with respect to
23 the roadmap agreement --

24 MS. MITCHELL: Okay.

25 MR. HAMBURGER: -- without conceding that we'd

1 have to do that. But my understanding from talking
2 with, you know, CAO is that that is potentially the plan
3 we are going down.

4 MS. MITCHELL: Okay.

5 MR. HAMBURGER: And then on the tracking, you
6 know, we want to be -- we have accurate tracking. So
7 that's something we are willing to work with you with.

8 MS. MITCHELL: Do you know how many TLS beds
9 you'd be looking at?

10 MR. HAMBURGER: I don't --

11 MS. MITCHELL: I know the whole --

12 MR. HAMBURGER: I don't know if Jessica or
13 Valeria or Arlene knows yet. I think -- they are
14 shaking their heads "no."

15 We couldn't hear you, Jessica, but --

16 MS. MARIANI: Just "no."

17 MR. HAMBURGER: Okay. But we are working on
18 it, and so that -- they'll likely be a part of the plan.
19 And then once we have a better sense of it, you know,
20 we're happy to discuss about how they'll be tracked and
21 explain how they will be tracked.

22 MS. MITCHELL: Okay.

23 MR. HAMBURGER: And, hopefully, there will be a
24 way that, you know, we can give you assurances that
25 they're actually existing, they are happening, and they

1 are being funded.

2 MS. MITCHELL: Great.

3 MR. HAMBURGER: Okay. On affordable housing, I
4 was a little bit confused about your position on this.
5 This is another one where we basically just wanted a
6 confirmation and not really a modification. And so I
7 think you have the settlement agreement up and maybe
8 Judge Carter's order up, but I'm sure you probably have
9 the settlement agreement close at hand. You know -- and
10 I just want to flag this for you.

11 MS. MITCHELL: Yeah, please do.

12 MR. HAMBURGER: In 3.2, it specifically says --
13 and this maybe goes back to what Marcellus was
14 saying about the discretion issue -- it specifically
15 identifies affordable housing. It's on lines 12 and 13
16 on page 5 of the settlement agreement as one of the ways
17 in which --

18 MS. MITCHELL: I don't see where it says
19 "affordable housing." Oh, you're right. On page 14
20 and 15.

21 MR. HAMBURGER: Yeah. So we kind of took your
22 response here as proposing a modification in the wrong
23 direction, in making it more onerous for the City to
24 comply. And I will also, you know, just explain -- I
25 think I explained this to Matt.

Page 43

1 MS. MITCHELL: Yeah.

2 MR. HAMBURGER: And you don't have to make a
3 decision now. I know you're going to have to talk with
4 Matt. We're not proposing to count all affordable
5 housing. Affordable housing has various definitions.
6 There are various categories.

7 And I believe it's the 30 percent of the local
8 median, you know, poverty line. So we're talking about
9 people that are really on the edge of, you know, being
10 unhoused. And I think this is something, just stepping
11 back, like, why are we all on this call? Why are you
12 doing this case?

13 We think of affordable housing not just as
14 laudable, we think it's an essential part of the
15 solution to the homelessness crisis.

16 MS. MITCHELL: Yeah.

17 MR. HAMBURGER: And we think that the City has
18 made substantial efforts with respect to that. And so
19 we think the City, you know, is allowed to use its
20 discretion to have some of its -- and, obviously, it's
21 not going to be all the units -- but some of the units
22 under its agreement with you be affordable housing of a
23 particular variety.

24 Now, if there's a different variety of
25 affordable housing you want to come back with or there's

1 something else you want to propose, but we were just
2 taken aback a bit by the wholesale rejection, given, you
3 know, what the agreement actually says. So --

4 MS. MITCHELL: No, you're right. You're right.
5 I stand corrected. I did not -- I did not remember
6 including affordable housing in that agreement. I am
7 surprised that that is in the agreement, to be quite
8 honest.

9 But you -- I stand corrected on that. I do see
10 that it references affordable housing. If -- now that I
11 see that -- and thank you for pointing that out -- give
12 me a day or so to take a closer look at that. Because
13 we know when we're negotiating this, this is intended to
14 be housing for unsheltered individuals, and I don't see
15 affordable housing as being housing for unsheltered
16 individuals.

17 The agreement says what it says, though. So,
18 you know, we will stand by the agreement if that's in
19 there. But if you could just give me a day or so to
20 take a second look at that and make sure that I
21 understand what's going on now that I see the
22 "affordable housing" reference in the agreement.

23 MR. HAMBURGER: That's much appreciated.

24 MS. MITCHELL: Yeah.

25 MR. HAMBURGER: Okay. On -- we talked about

1 the fiscal emergency already; so I don't think there's
2 anything to be said about that.

3 On encampment reduction, so, you know, the
4 fundamental -- you know, the fundamental problem with
5 the request for more information about the reductions
6 that have been reported right now is that the City did
7 not understand the reduction requirement in the way that
8 Judge Carter ultimately interpreted it. And so there
9 was not the sort of --

10 MS. MITCHELL: And I'll tell you the reason I
11 am not sympathetic to those explanations is because I
12 negotiated those with Scott and Matt. And we were all
13 on the same page about what that was counting. They
14 were counting Inside Safe reductions.

15 And so I'm just having a hard time now being
16 sympathetic to this explanation from the City, which is
17 not what we had all discussed in 2023 -- 2022, 2023. So
18 that's -- those are -- and I don't want to say they've
19 fallen on deaf ears -- but I'm just saying, like, I was
20 in those negotiations and no one else on this call was.

21 This is not what was intended. What was
22 intended was always the encampment reduction. So I
23 tried to make that pretty clear in my email.

24 MR. McRAE: But so was Matt. And even though
25 he's not here, we, obviously, have the benefit of his

1 understanding. And that understanding was what was set
2 forth in the hearing, which was that, obviously, there
3 was a negotiation where the number of encampments would
4 not have been what it was had it been tethered to offers
5 of housing. And I think that --

6 MS. MITCHELL: That was never communicated to
7 me.

8 MR. McRAE: Well, we can agree to disagree
9 about that. And, again, I am, obviously, speaking from
10 the benefit of having spoken to someone who not only was
11 in the negotiations, but testified about it in the
12 hearing. And that's what he said at the hearing.

13 So I don't think that we need to participate in
14 that to have a recall of what was said at the trial. If
15 where we are is we've exhausted the meet-and-confer on
16 that, you have explained why you're not sympathetic to
17 that, you have a contrary recollection to the one
18 that -- as to which there was testimony elicited at the
19 hearing.

20 Brad, I think maybe it makes sense to go to
21 your next point.

22 MR. HAMBURGER: Yeah, I think so. You know,
23 we -- we understand you disagree with our interpretation
24 and what we said.

25 But in any event, I think what we can say -- so

1 this isn't an issue of we're not willing to tell you how
2 many are -- were paired with offers of shelter or that
3 were paired -- you know, that were -- you know, what
4 Judge said about, you know, abandoned or when offers of
5 shelter were made and refused, the kind of
6 clarifications he had in his most recent order.

7 The problem is we -- it's not that we were
8 holding that back. What the problem is, is that, you
9 know, we were not specifically counting that in that
10 way. That said --

11 MS. MITCHELL: Don't you -- I'm sorry. Don't
12 you guys track Inside Safe encampment resolutions?
13 Like, that -- again, this was the conversation in 2023,
14 was literally, Scott saying to me, "Hey, I think we are
15 almost there with our Inside Safe resolutions. Like,
16 we're in a good spot."

17 So as far as I had understood, starting 2023,
18 you're tracking your Inside Safe resolutions and,
19 therefore, you should have some number to give me,
20 which --

21 MR. HAMBURGER: So I was --

22 MS. MITCHELL: -- I am sorry, Bradley, if I
23 could just add -- which is why very soon after you guys
24 started reporting some reductions, it came to my
25 attention, like, these aren't -- this isn't the way we

1 negotiated them. This isn't -- you're not reporting
2 them the right way.

3 So that's why I am surprised that you guys
4 can't give me a number, because my understanding for the
5 last two years is that you are tracking those.

6 MR. HAMBURGER: So I was about to tell you --

7 MS. MITCHELL: Oh, I'm sorry.

8 MR. HAMBURGER: -- what we could potentially
9 provide you. You know, one is, we can tell you and we
10 can quantify Inside Safe operations and reductions
11 related to those.

12 MS. MITCHELL: Okay.

13 MR. HAMBURGER: But that is not all of the ones
14 that we've reported, because we also reported reductions
15 that were accompanied by CARE and CARE+ cleanups, which,
16 as I think you know, there are offers of services,
17 including shelter, that are made with them, but we
18 were -- because we didn't think it was a requirement, we
19 were not specifically tracking, specifically tracking,
20 you know, this tent or makeshift shelter we removed as
21 part of our CARE+ cleanup, was then accompanied, we
22 wrote it down, that somebody gave offer of shelter.

23 But I think you can -- you know, the cleanups
24 that were happening were real cleanups. They weren't
25 just as, you know -- I mean, I think we hopefully

1 clarified that at the hearing and in other
2 communications.

3 They weren't just, you know, taking a tent and
4 moving it across the street and counting that as a
5 removal. That was never what was going on. But, you
6 know, we don't have, you know, a way to say 100 percent
7 certainty, yes, this tent was removed after an offer of
8 shelter was made, but we think it -- you know, that was
9 the practice, you know, generally, that their services
10 were offered as part of those cleanups.

11 And then the other thing that we can give you
12 some more specific data on, in addition to Inside Safe
13 would be operations-directed RVs, where the policy was,
14 from the City, was when there was an individual in an
15 RV, what was to make an offer of shelter. We are in the
16 process of determining, you know, what we can do in
17 order to quantify this.

18 I know you mentioned estimates in your -- you
19 know, in your email. I think this is going to be along
20 the lines of estimates. I think -- you know, and so I
21 guess in meet and conferring on this, you know, I think
22 because we're in the Section 8.2 world, you know,
23 regardless of what Judge Carter read -- you know, or has
24 said, you know, I think that we have the space to modify
25 the agreement. I think there's a good reason to modify

1 the agreement to count some of the, if not all, of the
2 existing reductions.

3 We would submit that all of them could --
4 should count. But I think, in terms of advancing the
5 meet-and-confer -- and maybe you're just going to
6 reserve judgment until we give you some more data --

7 MS. MITCHELL: Yeah.

8 MR. HAMBURGER: -- but I think there's a range
9 between zero and 6,129. And we just want to make sure
10 what your -- you know, eventually, get your position.
11 Is your position going to be, you know, no, unless
12 you -- you know, it's going to be zero unless -- you
13 know, we will count some or none or whatnot.

14 MS. MITCHELL: Yeah.

15 MR. HAMBURGER: That's where we are, yeah.

16 MS. MITCHELL: Yeah. You are correct, but I'm
17 going to have to reserve judgment till I understand what
18 you're going to give me, you know. I think that the
19 Inside Safe cleanups -- the Inside Safe resolutions
20 count. I don't see any reasons why they shouldn't
21 count. They were paired -- as far as I know, offers of
22 shelter, persons given offer, whether they took it or
23 not, the encampments were resolved. That's sort of the
24 definition that we're working with.

25 And so I am -- I'm happy to count those Inside

1 Safe resolutions, as long as my understanding is the
2 same as your understanding of what they are. Those
3 clearly count.

4 The rest of it, I have to see your explanation
5 and understand where you're at with your estimations or,
6 you know, however you want to do it, whether it's
7 information from LAHSA or whatever.

8 I mean, this does kind of go right into your
9 reporting obligations from 7.1, which is -- was on my
10 list that the City has never reported. But you can see
11 how these were designed to go hand in hand; right?

12 It's how we designed it in 2022, how we
13 designed it in 2023, in order to identify the
14 encampments, report on the encampments, how many offers
15 have been made, et cetera.

16 And so, you know, again, the City should have
17 been tracking this, because you had an obligation to
18 track it since the inception of the agreement back in
19 2022, but if you haven't been tracking it, then if you
20 can just get me whatever your best estimate is and
21 whatever your explanation or basis is for that belief,
22 then we will consider it.

23 But certainly, I can tell you, I do believe
24 that the Inside Safe resolution should count, to the
25 extent they are what I believe they are.

1 MR. HAMBURGER: Okay. That's helpful. And
2 then on the -- you know, the going-forward number, and
3 just to be clear, what we were proposing was to modify
4 the agreement given that, in light of the emergencies
5 and the fiscal situation of the City, if the -- if you
6 are -- and I understand this is always what you believed
7 that the deal was -- but I can tell you the people at
8 the City do not believe that was the deal. But in any
9 event, water under the bridge in some respects.

10 The proposal was, you know, 400 reductions
11 tethered to offers of shelter specifically and otherwise
12 meeting Judge Carter's, you know, interpretation of
13 the -- of it.

14 I understand you don't like the 400. I can
15 propose that we could potentially consider if you would
16 sign off on it or you would agree and that would be the
17 agreement, the modification, and the going-forward goal
18 would be to double that number but give it over another
19 year. So you would extend the encampment reduction goal
20 to 2027, June 2027, but it would be 800 as opposed to
21 400.

22 And so that is, you know, something that I'd
23 like you to consider. And that 800, again, would be of
24 the variety of, you know, that comply with
25 Judge Carter's ruling. So that is, I guess, the other

1 proposal we would have for you, which is new.

2 MS. MITCHELL: I -- no. I can say, like, I --
3 I can say I'll take it back to my client and propose
4 this to my client and see what my client says. But,
5 like, I can tell you right now it's not going to be an
6 agreement.

7 I mean, as far as I can tell, even if we
8 counted your 6,000 resolutions, you'd have, what is
9 that, another 2,700 reductions, like -- but we are not
10 even -- we can't count the 6,000 reductions because
11 they're not real reductions, in our view, which has
12 always been our view. So then to say 400 or 800, even
13 that is not -- we want what we bargained for.

14 I don't see why that number should be reduced.
15 The reason it was such a hard-fought bargain and the
16 reason it was, you know, four months of significant
17 debate with Mercedes Marquez -- Matt stepped in
18 certainly at the end, but Scott was present as well --
19 was because they were trying to use numbers like this.
20 And we said this is woefully below the need.

21 In 2022, when we entered into this agreement,
22 it was a very different understanding than what is
23 happening now. It was a different administration,
24 certainly. And I recognize that administrations turn
25 over and, you know, there are different priorities, but

1 everything switched when the administration switched.

2 And so what we are saying is, no, we want what
3 we originally bargained for, which is a step-by-step
4 encampment resolutions, beds go up, bodies go into beds,
5 bodies come off of the streets. That's what we
6 bargained for in 2022. So a 400 or even 800 reduction
7 number is just going to be woefully insufficient for us.

8 MR. HAMBURGER: Okay. And what about -- I
9 guess you have no response, or you're not taking into
10 account the fiscal emergency or any of that. Like, you
11 think the City should --

12 MS. MITCHELL: I mean, I think that's why I
13 said if you need more time to do it, that might be
14 something that we would consider, but to meet your full
15 numbers.

16 MR. HAMBURGER: Okay. I guess I get your
17 position. Okay. And you -- okay. We will work on
18 seeing if we can get you more data about the 6,129 that
19 we already reported.

20 Okay. Does anybody else on our team want to
21 talk about the encampment issues? Because, otherwise, I
22 think we're done with the two issues that -- the two big
23 issues, the shelter solutions and the encampment
24 reductions.

25 Valerie?

1 MS. FLORES: The only thing I wanted to ask was
2 more specificity on paired with an offer. We have a
3 routine practice of doing outreach before all CARE and
4 CARE+ cleanings. And is that insufficient to prove that
5 we had outreach workers out, you know, doing everything
6 that outreach workers do? Sometimes it's an offer of
7 shelter, and sometimes it's just trying to get someone,
8 you know, into the system. Or it has to be, "We have a
9 bed for you right now at this location"? Just so I am
10 clear because --

11 MS. MITCHELL: Well, I think, on that point,
12 the Court has weighed in on that. And so I think my
13 opinion is less important than the Court's opinion.

14 MS. FLORES: So I can get an understanding and
15 now that meeting and conferring --

16 MS. MITCHELL: Yeah.

17 MS. FLORES: -- we could agree that we can
18 count the removals of tents, RVs, and makeshift shelters
19 if they were paired with outreach prior to the removal
20 of those items.

21 MS. MITCHELL: I think I have to understand
22 more of the outreach, Valerie. So as I understand it
23 and from my understanding, not just talking to people
24 that have done CARE and CARE+, but also from the
25 testimony at trial, the outreach that's done prior -- so

1 first off with CARE operations, my understanding is
2 there is not -- it's not necessarily paired with
3 outreach. I could be wrong, and I'm open to being wrong
4 on that.

5 CARE+ is typically paired with outreach,
6 sometimes ahead of time, sometimes at the same time, but
7 that's not always, to your point, "Here's an offer of
8 shelter or housing." It's like, "Hey, let me just put
9 your name on the list, and I'll get you, you know, on
10 the list." And I don't think that would be sufficient.

11 MS. FLORES: But even in the situation where
12 there isn't a bed. So there's no --

13 MS. MITCHELL: Right. I think that's the
14 point. If you don't have anything to offer them, that
15 doesn't count.

16 MS. FLORES: Yeah, but we are getting the
17 person into the system, so they could be eligible for a
18 bed when it comes up, and we are removing the tent or
19 makeshift shelter at that point.

20 MS. MITCHELL: But they are not going anywhere.
21 Like, they're not going inside. They are not -- and
22 part of what we talked about is like family
23 reunification -- right -- or getting them into, like, a
24 mental health or hospital bed, if they need it; getting
25 them into a shelter bed, if they need it; pairing them,

1 you know, with a place to go, not just taking away their
2 stuff. So I think just getting into the system is not
3 going to be sufficient, no.

4 MS. FLORES: Well -- and, also, because the
5 outreach often -- and we don't track it this way -- but
6 the outreach often results in somebody saying, "No, I
7 don't want to get into the system. No, I don't even
8 want -- if you have a bed for me tonight, I don't want
9 it."

10 MS. MITCHELL: Yeah. That would be fine. That
11 would be sufficient. That would count, as long as there
12 was an offer that was made.

13 MS. FLORES: But, again, so the outreach, you
14 know, happens. So any beds that are available and
15 appropriate are offered, and if not, people are put in
16 the system. And even with all of that, some people
17 won't engage, but there's been this effort made.

18 So, I guess, I just want to hear that unless
19 there's -- we can -- that showing that we've done
20 outreach, as was available on that day, offered whatever
21 we could, tried to get other people just in the system,
22 that even if we can prove there was that type of
23 outreach, this is insufficient even under a
24 meet-and-confer agreement to count the -- whatever tents
25 or makeshift shelters we eliminated from the --

1 MS. MITCHELL: Yeah, I mean, I think you're
2 saying -- there's, like, a few different things packed
3 into that sentence. So certainly if there's, like, a
4 real-time offer which is made and it's either refused or
5 accepted, an offer of shelter or, like I said, family
6 reunification or, you know, a treatment bed -- like, all
7 of that would be fine. If there's a real-time offer
8 made and it's either accepted or rejected, I think
9 that's sufficient. That's clear. I think everybody is
10 clear on that.

11 I think if a -- if an offer was made a few days
12 before and they said "no" and you say, "Okay. We'll be
13 back in two days and, like, we're clearing this area,"
14 they said "no" -- okay, well, the offer was made two
15 days before, and I think that's fine.

16 I think if it's, "Hey, we don't have anything
17 for you, but we're going to take your stuff and put you
18 on a list," that's not fine.

19 So I think as long as an offer of some type of
20 bed or a place for that person to go has been made
21 within a reasonable period of time prior to that
22 removal, that would count.

23 MR. HAMBURGER: Okay. What about the second
24 part of Judge Carter -- I mean, you know, in
25 Judge Carter's order, he does acknowledge that if, you

1 know, a tent has been -- or a makeshift shelter has been
2 abandoned, you know, that would count. And so there may
3 be some -- in the data we do have, there may be some,
4 you know, data from the sanitation department that let's
5 us be confident that there was a notice presented about,
6 you know, there's going to be a -- you know, this area
7 is going to be cleaned, and then when we get there,
8 there's nobody there.

9 MS. MITCHELL: Yeah.

10 MR. HAMBURGER: And so they remove the area.
11 Is that something that you would count as a removal
12 under your --

13 MS. MITCHELL: I mean, honestly, if you were
14 just asking me before this order, I would say, no, I
15 don't see why that counts. But that's Judge Carter's
16 order and that's Judge Carter's order, and so he'll give
17 you credit for that one.

18 MR. HAMBURGER: We will try to give you data on
19 that too within --

20 MS. MITCHELL: And I will admit that he did so,
21 and I'll defer.

22 MR. HAMBURGER: Okay. So we'll give you -- try
23 to give you data on that too. And then I guess -- you
24 know, I would -- I know you're going to take it back to
25 the 800. But maybe you should take it back if -- you

1 know, I can't make you make a counterproposal, but if
2 you want to make a counterproposal that's, you know,
3 some -- some combination of 800 reductions with offers
4 of shelter combined with some amount that are of the
5 abandoned tents that I just described, maybe there's a
6 deal we can have on that, but -- but, you know --

7 MS. MITCHELL: I can tell you we can't -- we're
8 not going to come up with an offer until we have
9 whatever data you've got. So you give me that --

10 MR. HAMBURGER: Okay. We'll get you --

11 MS. MITCHELL: -- we will digest it and come
12 back to you.

13 MR. HAMBURGER: Great. Wonderful. We will get
14 you that data.

15 Okay. That's, I think, all I have unless
16 anybody else has anything, Jessica, Arlene, Marcellus,
17 Kahn?

18 MR. SCOLNICK: No.

19 MR. HAMBURGER: I know you have things you want
20 to raise, Liz.

21 MS. MITCHELL: Yes. Okay. So if we are done
22 with those -- oh, and I'm sorry, the emergency pause,
23 there was -- there are pending questions that we had
24 posed both from -- that Matt had posed that I reincluded
25 in the email, as well as, I think, questions that the

1 Court has of what exactly is paused, in the City's view,
2 and what obligations does the City have and not have at
3 this point and when does this pause end.

4 MR. HAMBURGER: Yeah. So I can speak to that.

5 So our position is, is that the plain text of
6 Section 8.2 explains what is pause, which is -- it says,
7 "The obligations of the City as set forth in Sections 3,
8 4, and 5 of this agreement are paused."

9 MS. MITCHELL: Okay.

10 MR. HAMBURGER: So we are going to go with the
11 plain text of the agreement.

12 In terms of the duration, I mean, if we have a
13 meet-and-confer and we come to a modification, I think
14 that the reasonable, you know, explanation or the way
15 that the provision should work is that the modifications
16 should alleviate the need for a pause because that's the
17 point of the modification.

18 But I do think that, you know, otherwise, I
19 think that, you know, absent agreement on a
20 modification, I think that the pause would continue at
21 least until the emergency at issue is rectified,
22 although, again, we don't think it's necessarily a
23 timing issue, but more an impact of the substantive
24 impact of the emergency on the going-forward ability of
25 the City to comply with the obligations, which is why

1 the whole point of this is a meet-and-confer in good
2 faith, as Judge Carter mentioned, in order to find out
3 whether there's modifications that can be made to reduce
4 the burden on the City.

5 Because the fiscal emergency, for example, is
6 not going to go away tomorrow. It is a thing that
7 exists. I know you disagree with the causes or you
8 think the City is to blame for it or you -- they spend
9 too much money on employees or whatnot. Those are not
10 things that, you know --

11 MS. MITCHELL: I would never say that to City
12 employees.

13 MR. HAMBURGER: Well, your colleague said that.
14 He mentioned -- Matt mentioned that at the last call,
15 that one of the -- his problem with the -- I believe,
16 and it's on the transcript; so it doesn't really matter
17 what I recall -- but I believe he specifically mentioned
18 raises that the City gave to employees as being a -- you
19 know, part of this theory that you-all have about
20 self-inflicted wound, essentially, on the fiscal
21 emergency.

22 But we don't need to get into that debate. I
23 think that the issue is, is that the pause was triggered
24 by the three separate events. And the fiscal emergency
25 one is, at minimum, is ongoing, but the City, obviously,

1 is still dealing with the fallout from the fiscal
2 consequences of both the fires and of the civil unrest
3 earlier this year.

4 MS. MITCHELL: Okay. So in your view, just so
5 I am clear -- and I understand Sections 3 and 4 and 5,
6 if we reached an agreement, that should alleviate the
7 need for a pause. If we don't reach an agreement, it's
8 paused indefinitely or until the, like, City Council
9 says that the emergency is over or what?

10 MR. HAMBURGER: Yeah. I don't know. I am
11 hopeful that we will be able to reach the modifications.

12 MS. MITCHELL: Okay.

13 MR. HAMBURGER: That's, what, 8.2? I mean, I
14 think if the meet-and-confer ends and there is -- your
15 position is that, you know, nothing we're asking for is,
16 you know, sufficient, then, you know, maybe we need to
17 have some litigation before the Court about what you
18 could do next.

19 I am hopeful that we can -- you know, we're
20 here. We have, you know, a lot of our team here. We're
21 willing to, you know, hopefully, reach some
22 arrangements. I know Judge Carter would prefer it if we
23 can solve our differences without his intervention.

24 But, yeah, I mean, I think that the fiscal
25 emergency, at minimum, is something that is an ongoing

1 issue. And so maybe we need to ask the Court to modify
2 the agreement. But right now, I think we're in the
3 stage of the agreement is paused and we are meeting and
4 conferring in good faith.

5 That being said, obviously, we are still
6 complying with, you know, the agreement, to the extent
7 possible and feasible. You know, we've made quarterly
8 reports. We've, you know, participated in the
9 proceedings before Judge Carter, obviously.

10 I think mostly, what he was talking about with
11 reporting doesn't go away. Okay. But I think he did
12 acknowledge that some pause is warranted. And so it may
13 be just something for further litigation, but I am
14 cautiously optimistic that maybe we'll be able to agree
15 on something.

16 MS. MITCHELL: Okay. I appreciate the
17 optimism. I think let's just keep talking on that.

18 MR. HAMBURGER: Great.

19 MS. MITCHELL: So for my issues, obviously, the
20 dispute resolution process, we were meeting quite
21 frequently in 2022 and, I think, early 2023 on the
22 dispute resolution, like, designing a dispute resolution
23 process.

24 That fell off -- I think that fell off. If you
25 have been reading all of, like, the backstory, because

1 the City wouldn't give us encampment reduction numbers,
2 as a result of a meeting that we had with Mercedes and a
3 couple of other folks, it was tabled because there was
4 supposed to be, like, a full evaluation of each district
5 and they were going to come back to us with a strategy.

6 Like, that never happened, and then we started
7 the fight about the encampment reductions because, then,
8 there was, like, a blanket refusal to even identify
9 reductions by Ms. Marquez.

10 And so the Section 6 dropped off. I think
11 it's -- it is part of the agreement, and I think that
12 the process needs to be -- I think it needs to be
13 reengaged.

14 What is your position thereon?

15 MR. HAMBURGER: I think our position is, is
16 that this is a mutual obligation.

17 MS. MITCHELL: Yeah.

18 MR. HAMBURGER: So, you know, if we're not
19 doing it, you're not doing it --

20 MS. MITCHELL: Yeah, no, I agree.

21 MR. HAMBURGER: I am not aware of a refusal to
22 engage in it. So if there were discussions before, I
23 guess, we could resume them.

24 I think one point is that I am not -- I don't
25 believe the City is using the street engagement strategy

1 as part of the performance of its -- its performance of
2 this disagreement.

3 So query whether this dispute resolution
4 process really even is something that we need to engage
5 in. But if you want to discuss a dispute resolution
6 process, we are -- we can discuss a dispute resolution
7 process. I can say I'm not personally prepared to -- to
8 discuss it today. I don't know if you are.

9 It's probably something that we need to talk
10 with Valerie and Arlene and Jessica about and others at
11 the City. And I probably -- you know, whoever's going
12 to have the discussion with you, we probably need to,
13 you know, get up to speed about whatever the proposals
14 had been before and where we were before.

15 MS. MITCHELL: I can recirculate the last
16 proposals, which I don't even know who all was on
17 emails. I think it might have just been Scott and
18 Michelle and I. Matt might have been on the emails as
19 well -- Matt Szabo. And so I can -- I can finally
20 recirculate those.

21 But this -- this does kind of illustrate the
22 point, that this was the intention from the beginning --
23 right -- which was, shelters go up. We do, like, a
24 district-by-district, even block-by-block encampment
25 reduction, and as we engage individuals, we go through

1 this dispute resolution process. And the goal was to
2 reduce litigation, litigation impact on the City.

3 And so instead of people getting upset and
4 suing the City, you know, we have this whole process by
5 which they can have this dispute resolution. And so
6 we're able to funnel litigation away from the City, was
7 part of the goal.

8 So I will recirculate the last emails I have on
9 this issue. I'll probably have to go back to my old
10 email address. I just realized I was at a different
11 firm at the time. So I will pull those back up and
12 recirculate, because I do think that this is worthwhile.

13 MR. HAMBURGER: Okay. Anybody else have
14 anything on that?

15 Okay. Next?

16 MS. MITCHELL: Okay. Section 7.1.

17 MR. HAMBURGER: Yes. So a couple of things on
18 this, is that we think -- well, two things. Several of
19 the things that you outlined here are things that the
20 agreement speaks of the commitment of the City to work
21 with LAHSA to include, to the extent possible. We
22 don't -- we think that many of these things, LAHSA does
23 not have or cannot give us. You know, particularly,
24 like, the numbers who have accepted offers of shelter,
25 the number engaged, number of rejected offers of

1 shelter, and why the offers were rejected.

2 We're not aware that LAHSA has that granular of
3 data, but we can definitely -- or the number of
4 encampments in each council district. But to the extent
5 they have that, we're happy to go back to them and see
6 if they can -- if they can get that.

7 MS. MITCHELL: I think that the obligation on
8 the City is a little bit more active, though. It is not
9 just, like, "Hey, do you have it? If not, we are not
10 reporting it." It's that the City is supposed to be
11 working with LAHSA to get that information and to make
12 sure that LAHSA is gathering that information and
13 including it and then including in those reports.

14 So I think the City has a lot more active of a
15 role than you're representing. I think you have to make
16 sure that LAHSA is gathering that information and that's
17 included in these reports.

18 MR. HAMBURGER: Yeah. I don't think it says
19 that, but I understand that's your interpretation of it.
20 I mean, I think it says we'll work with them and to the
21 extent possible --

22 MR. McRAE: So doesn't that also presuppose
23 that the City can make LAHSA actually do something?

24 MS. MITCHELL: You can.

25 MR. McRAE: That word "make."

1 MS. MITCHELL: You can.

2 MR. McRAE: I'm sorry, what?

3 Well, what was your basis for saying that?

4 MS. MITCHELL: It's a joint powers authority.

5 Half of your commission comes from the City. It takes
6 direction from the City. That's what LAHSA does.

7 MR. McRAE: It's still a separate entity, and
8 when you talk about having a -- making a separate
9 entity -- you're talking about actual human beings here.
10 This isn't like, you know, moving automatons. I mean,
11 these are people.

12 So to say that you can make people do
13 something, I am just saying, practically, when you're
14 talking about this not theoretically, but practically,
15 it assumes --

16 MS. MITCHELL: Right. But I think that it says
17 you will work with them --

18 MR. McRAE: -- don't believe exist. I don't
19 think that's a foundation.

20 MS. MITCHELL: Have you worked with them?

21 MR. McRAE: Brad, do you want to -- I mean, I
22 don't know if you have anything --

23 MR. HAMBURGER: My understanding is, is that
24 when -- in preparation of these reports, the City, and
25 particularly the CAO, is constantly working with LAHSA

Page 70

1 to get the data for these reports. Arlene and Jessica
2 could probably speak to that more -- with more knowledge
3 than I could.

4 But my understanding is there is, you know,
5 extensive efforts made to get data from LAHSA. And that
6 is the source of the data, largely, that is in the
7 reports.

8 But, Arlene or Jessica, do you want to confirm
9 that?

10 MS. MARIANI: Yes. You're correct.

11 MS. MITCHELL: Have you -- can I ask this,
12 Jessica and Arlene? Have you asked them to collect and
13 report the number of PEH engaged, the number of PEH with
14 separate offers of shelter, housing, et cetera?

15 MS. MARIANI: My understanding is that was
16 requested early on. And since this is the first that
17 you've raised it, I am not sure if it has been sought
18 again.

19 But the understanding was that, like Brad
20 pointed out, LAHSA doesn't track this type of
21 information to this level of granularity that you are
22 now looking for.

23 MS. MITCHELL: I mean, to be fair, we were
24 looking for it in 2022, but we just never got it. And
25 you're right that we didn't raise it until now. That is

Page 71

1 true.

2 So is the City planning on doing anything
3 further on this? Like, how else are you guys now going
4 to work with LAHSA to report this information?

5 MR. HAMBURGER: Yeah. I think we can go back
6 to LAHSA and we can have a meeting, and I am happy to,
7 you know, make myself available, and so I think we
8 should -- we can commit to doing that.

9 And, you know, but I think I want to reiterate
10 Marcellus's, you know, comments that, you know, there's
11 only so much we can, but we will go at it again, if
12 that's --

13 MS. MITCHELL: I believe in you, Brad.

14 MR. HAMBURGER: Thank you.

15 MS. MITCHELL: I feel like you can do it.

16 MR. HAMBURGER: So then the other question --
17 okay. Go ahead.

18 MS. MITCHELL: There's other stuff in here
19 that's -- that doesn't specify the City will work with
20 LAHSA, such as the number of beds or opportunities
21 offered, the number of beds or opportunities currently
22 available in each council district.

23 I think, also, there's an encampment, you know,
24 reference in there. I think that's stuff that the City
25 has without reference to LAHSA; so --

Page 72

1 MR. HAMBURGER: Yeah. So our position on that
2 is -- so the encampment part is in the LAHSA part, but
3 our position is that we have been reporting these things
4 and maybe there's just a distinction between -- you
5 know, maybe there's, you know, a terminology or semantic
6 distinction.

7 But we think that the reporting on the shelter
8 and housing opportunities that we've created are ones
9 that have been obtained and are being offered and that
10 we also break them down by council district, is my
11 understanding.

12 MS. MITCHELL: Oh, I see. You're saying --
13 okay. So I read this differently. Like, when I say the
14 number of beds or opportunities offered, I read it
15 similar to the conversation Valerie and I were just
16 having about, like, an offer of a bed, whether it's
17 rejected or not, this was an offer, and that's what's
18 supposed to be tracked. You're saying when beds are
19 attained, you consider that your offer?

20 MR. HAMBURGER: Well, I think they're offered
21 if they're open and available. So I think there could
22 be a distinction between beds that are -- you know,
23 they're there, but they're not ready to be occupied. So
24 we have them, but we're not -- they're not occupied and
25 not open. I do think that when we say we list the ones

1 that are -- or, you know, are open, that that is, yes,
2 offered in the sense of this is -- this is being offered
3 to the world.

4 And I think that is -- falls naturally from the
5 distinction between the first sentence and the second
6 sentence in the -- I don't want, you know, to be -- you
7 know, do a textual analysis here, but, you know, the --

8 MS. MITCHELL: I mean, I think there's a
9 difference --

10 MR. HAMBURGER: Because there are specific
11 offers of shelter -- huh?

12 MS. MITCHELL: Like, they're, obviously,
13 listed. I mean, I wrote it. So I can have my own
14 opinion about what it means. But they're, obviously,
15 listed separately. So you have how many created, how
16 many offered, how many available. Like, these are three
17 separately delineated things that you're supposed to be
18 reporting on.

19 So not -- I don't think creations count as
20 offerings. I think they're two separate things,
21 including how many have been offered. Like, how many
22 offers have been made and how many open beds are there,
23 I think, was supposed to be the intent. But I can see
24 how maybe that is less than clear. But I think that
25 these are three separate things that are supposed to be

1 reported.

2 MR. HAMBURGER: Yeah. Well, I mean, there are
3 three things listed. I mean, I think there are -- maybe
4 that there are three separate things that are supposed
5 to be reported, but that there's a -- the Venn diagram
6 is completely overlapping, and it's just a circle
7 because 1 and 2 are the same, even though theoretically
8 they could be different. I kind of tried to explain how
9 they theoretically could be different. But that --
10 usually, what we've been reporting are ones that are
11 open, and so that we think that they've been obtained
12 and they've been offered, because they're being made
13 available.

14 And I do think I -- just to finish my thought
15 on the second sentence, I think that the more detail
16 about offers, acceptances of offers, number of offers
17 that have been made, number of rejected, why housing
18 things were offered -- that's granular data that I don't
19 believe exists and we can go back to LAHSA and see if
20 they can get it or -- or what would it entail, whether
21 it's possible.

22 But I think that is the kind of -- if that's
23 how you're interpreting the first sentence, we would
24 just disagree. We think that -- you know, that there's
25 a reason why there's more specificity in the second one.

Page 75

1 And I understand you wrote this and maybe you had
2 something else in your mind. I'm just reading it -- I'm
3 reading it, not having written it. I'm sure there's
4 probably a, you know, no construing against the drafter
5 kind of, you know, laws or whatnot --

6 MS. MITCHELL: Yeah.

7 MR. HAMBURGER: -- somewhere, proof it has the
8 normal stuff.

9 MS. MITCHELL: Yeah.

10 MR. HAMBURGER: Everything does. So -- so --
11 but, look, I think on this is, you know, maybe where we
12 can leave this for today is that we are going to go back
13 to LAHSA and set up a meeting with them to discuss all
14 things data with respect to 7.1.

15 And if there's something like -- if you want
16 to, you know, tell us specifically, like, what you're
17 really looking for, I can tell you it's very -- and I
18 don't believe the City would have agreed to it --
19 it's -- you know, without knowing that LAHSA could get
20 it, but -- but, like, counting every single offer, just
21 given the ways in which offers are made, that is very
22 difficult.

23 And I don't know if Valerie, Jessica, or Arlene
24 who -- who have more familiarity with how offers are
25 made for the shelter -- the shelters and housing

Page 76

1 solutions that the City's created are, but they are
2 not -- you know, this isn't like a one-stop shop where
3 it's all the City doing it. You know, there are --
4 opportunities are made, and then people get routed to
5 them in a variety of pathways.

6 And so accounting for how many offers have been
7 made -- and if you're interpreting the offer like, you
8 know, there was an apartment and they offered it to 12
9 people, and then eventually the 12th person took it --
10 you know, I don't know if anybody is writing down every
11 single, you know, I had 12, 11 unsuccessful offers, and
12 I don't think -- I don't even know if that's something
13 that we could even feasibly collect.

14 But I want to pause for a second --

15 MS. MITCHELL: Yeah. I mean, I --

16 MR. HAMBURGER: -- for Jessica and Arlene to
17 chime in.

18 MS. MITCHELL: Okay. I'll wait. I'll wait.
19 Go ahead.

20 MR. HAMBURGER: Yeah.

21 MS. FLORES: Again, I think until we -- I think
22 LAHSA doesn't track that, and we can certainly raise
23 that with LAHSA when we meet. But there's already a lot
24 of responsibility on the outreach workers for data
25 collection. So we have to live with realities in terms

Page 77

1 of what is feasible for LAHSA to collect, and we will
2 put this on the list.

3 MR. HAMBURGER: Yeah.

4 MS. MITCHELL: Yeah. I mean, I can say the way
5 that this was designed when we were having our
6 conversations in 2021 and 2022 was that it would be a
7 district by -- like, a holistic effort. Again, shelters
8 go up, offers are made, people go into the shelters, and
9 it would be far more organized than honestly it is right
10 now.

11 When this was envisioned four -- three to four
12 years ago, it was designed to be a holistic effort such
13 that offers are being tracked and it's being done in a
14 methodical way. That's, obviously, not how the City is
15 doing things now. But that's the way it was designed
16 and that's why this agreement is written this way, such
17 that offers are supposed to be tracked.

18 MR. HAMBURGER: Yeah. So our -- I mean, what
19 the City's been focused on is -- oh, sorry, Valerie. Go
20 ahead.

21 MS. FLORES: What I was going to say is there
22 were a lot of things about the agreement that don't
23 track with how things work in the real world. And the
24 fact that the City isn't the entity making the offers
25 makes our ability to track any of the offers very

1 difficult.

2 We do rely on LAHSA, which is the continuum of
3 the CARE for the city. And so just because a shelter
4 goes up doesn't mean the City has perfect control over
5 who goes in there, who gets offered beds in there.

6 So, again, the agreement was written the way it
7 was written, and we're trying our best now to interpret
8 it in light of how the system actually functions.

9 MS. MITCHELL: Well, the City helped design
10 this. This was not unilateral, Valerie. I wrote this
11 with Matt and with Scott. Like, we were all in this
12 together, in these conversations with the City Council,
13 with LAHSA. Like, this wasn't done in a bubble.

14 And so I can tell you that was the -- how
15 things were envisioned in 2021 and 2022. Obviously, as
16 I have indicated, things have shifted, and things are
17 being done differently. But that's the way it was
18 written, was that the offers would be tracked.

19 MR. HAMBURGER: Yeah. And I think our position
20 is, is that the City -- first of all, the City's been
21 focused on making a difference in the real world, which
22 is creating the housing and shelter opportunities. And
23 I think that's actually what you really care about
24 rather than just, you know, paperwork.

25 But I think our legal position, just to be

Page 79

1 clear, is that we are complying with 7.1, and that
2 offering -- by creating these opportunities that are
3 actually not just -- they don't exist in theory, not
4 just that we've, you know, built the building, but we've
5 actually offered it to the community, and people are in
6 it or can be in it, and that satisfies 7.1. And we
7 think that's what 7.1 means, that first sentence. And
8 maybe you intended something different, but that's, I
9 think, what the language says.

10 And I think it's just -- it flows from --
11 because, otherwise, why do you need everything else in
12 the second sentence, which is the harder, more granular
13 data, which I would love to have. I think we all would
14 love to have, you know, perfect insight into what
15 everybody is doing on the ground. But this is a city of
16 millions of people with thousands of people experiencing
17 homelessness. And, you know, this is data that is
18 difficult to get. And I think that's the reality
19 Valerie is talking about.

20 But, look, I -- we will commit to having a
21 discussion with LAHSA about this and getting you as much
22 data as, you know, that we can feasibly get to the
23 extent possible in accordance with 7.1.

24 MS. MITCHELL: Thank you. So that I
25 understand, the City's position is that it is complying

1 with the first sentence in the current reporting that
2 there's no additional report that needs to happen from
3 the first sentence. And then from the second sentence,
4 the City will reengage with LAHSA to see if it can get
5 that information. Is that -- do I have that correct?

6 MR. HAMBURGER: Yes, you do.

7 MS. MITCHELL: Okay. I disagree respectfully
8 that the City is complying with the first sentence, but
9 I will wait until I get back -- you know, hear back
10 about what LAHSA can do to reengage. It may be that we
11 can just be happy with what we're getting, if we can get
12 additional information from LAHSA and don't need to, you
13 know, fight about it any further.

14 MR. HAMBURGER: Great. Okay. Section 9 was
15 the other one you raised and Section 10.

16 MS. MITCHELL: Yeah.

17 MR. HAMBURGER: So Section 9's the County. I
18 mean, I think our response to that is that it's a --
19 it's a mutual obligation as well. And so I understand
20 you want us to do more with the County. So --

21 MS. MITCHELL: Well, and I -- if I can expound
22 on that a little bit. I want you to do more with you,
23 if I can be frank. Like, I think there is a big
24 disconnect in the -- from the Mayor's office versus the
25 council districts.

1 Like, City attorneys work with the Mayor's
2 office and the CAO. And I have had the same criticism,
3 and Matt and I have talked to Matt Szabo, and I have
4 talked about this for years.

5 Like, you guys are working with the Mayor's
6 office and we are -- we hear from council districts, by
7 the way, who call us to complain about what's happening
8 with the Mayor's office.

9 So it's a regular issue where, like, there's no
10 boots-on-the-ground response. And so a good example of
11 that is when we were in that County meet-and-confer last
12 week, and I am, like, well, what is the City's position?
13 Is the City getting the services it needs?

14 You guys can't answer that question because the
15 Mayor's office doesn't know. The council districts
16 know. Your service providers know.

17 And so in order for -- like, I want to be like
18 Jerry Maguire right now; right? Like, help me help you
19 in order to know that we are holding the County
20 accountable and that you guys and the City is getting
21 the services. You've got to be better, like, partners
22 in this.

23 You have to be more active participants in
24 understanding what's actually happening, boots on the
25 ground, so that we can make sure that people are getting

1 helped, because we all agree that the numbers that are
2 coming from the County are not great. But for us to
3 actually diagnose the problem and for us, especially, to
4 be on the forefront of fighting this fight on your
5 behalf, because the City can't and won't engage with the
6 County directly, publicly on these issues, like, I think
7 we need the City to be more actively involved with its
8 council district and its service providers.

9 We started to do that in these listening
10 sessions; right? But none of that is on the record and
11 it's few and far between. And so whatever system needs
12 to happen for the City to be more engaged with itself, I
13 think, will benefit all of us in holding the County
14 accountable.

15 MR. HAMBURGER: Okay.

16 MS. MITCHELL: So I think you guys are welcome
17 to have that conversation and we can readdress it next
18 week or what -- you know, however we want to do that.
19 But that's really our position, is, like, the County,
20 separate and apart from the mental health beds and
21 substance use disorder beds that we'll call them the
22 treatment beds and the board and care beds. Those
23 are -- those are clear brick-and-mortar, mostly, issues
24 that we can hold them accountable. But so much of the
25 other County's -- you know, the County obligations were

1 designed to assist the City. And so -- and, again, 2022
2 was a very different time, with a very different
3 administration.

4 And so there was a lot of focus on, like, we've
5 got to get what we can get from the County. After the
6 election, it turned into, let's be a much more
7 cooperative nature from the City. And so what's
8 happening is the City is not getting what it needs, but
9 isn't speaking up publicly.

10 And we've always said, from the beginning,
11 like, we're willing to be the bad guy here to go after
12 the County, but we need more help from the City to do
13 that.

14 MR. HAMBURGER: Okay. I hear you on all of
15 that. You know, you are claiming a breach of Section 9.
16 So, you know, I think just --

17 MS. MITCHELL: I don't know that I said the
18 word "breach," but if I did, I don't disagree that I
19 don't think that the City is doing what it needs to do.
20 But I am not here to, like, file anything with the Court
21 at the moment. But I do think that we can work better
22 together to hold the County accountable, but we can't do
23 it because we don't have the information the City has.

24 MR. HAMBURGER: Okay. Well, why don't we -- I
25 mean, we need to talk amongst ourselves about that. And

1 I know we already have, you know, the County meeting
2 with the monitor. So I think this overlaps a lot, but I
3 understand what you're saying.

4 On Section 10, on affordable housing, you know,
5 it's a mutual provision as well.

6 MS. MITCHELL: Uh-huh.

7 MR. HAMBURGER: So that's -- I guess, you know,
8 what is the plan to -- you know, what are we not doing?
9 What do you want us to do? And what -- you know, this
10 is kind of a -- it's kind of a unique provision because
11 it talks about cooperating to identify and reduce
12 barriers to building more affordable housing. So it's,
13 you know, aspirational, in some sense.

14 But is there something actionable that, you
15 know, you're proposing that we should do --

16 MS. MITCHELL: Yeah. This was a heavily
17 negotiated section, but I think what we can -- where we
18 can start, because things have changed in the last
19 several years, if the City can identify, from its
20 perspective, the barriers to building more affordable
21 housing, I think we can respond. And then maybe we can
22 work together on that.

23 We, as you can imagine, get a lot of outrage
24 from developers who are trying to put together
25 affordable housing projects and other things and are

1 very frustrated with the City. And so this was one of
2 those goals of, like, let's all work together in a very
3 cooperative way to try to make things better and easier
4 for -- to put up housing.

5 And so I think that the City can start with
6 what it's done over the last couple of years, because I
7 have not been in the affordable housing role for the
8 last couple of years and we can go from there.

9 MR. HAMBURGER: Okay. I think that's going to
10 have to be another thing that we discuss and we'll -- we
11 can get back to you. I don't want to commit that we
12 will give you a list. If they could say it's a mutual
13 thing, if there are -- it sounds like you have specific
14 complaints of developers that have issues. If you want
15 to give us that, we could ask people about that,
16 perhaps. But I am reluctant to commit to anything
17 because I haven't really had discussions with Valerie,
18 Jessica, Arlene, or other stakeholders about that. So
19 that's all I have for you right now.

20 MR. SCOLNICK: I wasn't part of the
21 negotiations. It's pretty vague. So I don't know
22 exactly what we are supposed to do, but, you know, we
23 can --

24 MS. MITCHELL: Well, I think it was left
25 intentionally vague, Kahn, if I am being honest.

1 MR. SCOLNICK: Fair enough. And it's always
2 great that affordable housing is part of the solution
3 for homelessness. So anyhow --

4 MS. MITCHELL: Noted.

5 MR. HAMBURGER: Okay. I think we've gone --
6 we've gone through my list. I think we went through
7 your list too, because my list and your list were the
8 same, because I was working off your email.

9 MS. MITCHELL: Yes. I was also working off of
10 my email, and I do think that we have hit all of those
11 things.

12 So as I understand it, just so we can talk
13 about action items, I am going -- this is what I have
14 listed for myself. I am going to try to reach out to
15 Jan Perry. I had Daniel Garrie on the list, but maybe I
16 don't need to reach out to him if the City -- if he's
17 just a no-go for the City no matter what. Jason Ward.
18 So I'll try to connect with those people to have that
19 conversation.

20 I have -- I am going to recirculate the dispute
21 resolution information. You guys are going to be
22 talking to LAHSA to get the additional information. And
23 you guys are going to be getting me the TLS information
24 that I asked for. You're going to get me the affordable
25 housing unit plan, whatever that looks like, so that I

Page 87

1 can take a look at it and I can talk to my people over
2 the next day or so, hopefully. And then you're going to
3 get me the calculation on encampment reductions, both
4 actual from Inside Safe and whatever estimations that
5 you can get beyond Inside Safe.

6 Does that sound right?

7 MS. FLORES: Yeah. The only thing is when you
8 mentioned getting something from LAHSA, again, we are
9 going to ask, and that might be different than getting.
10 But we will circle back with what we learned from LAHSA.

11 MS. MITCHELL: Okay. And just to be totally
12 clear, it's our position that the City has -- needs to
13 have an active role in getting LAHSA to do that. But I
14 also understand the City's position. You know, so we
15 can -- we can table that fight. If you guys can just
16 talk to LAHSA first, then come back to me and let me
17 know what is possible from existing circumstances, and
18 then we can have that further conversation.

19 MR. HAMBURGER: And, I guess, I am confused --
20 maybe I just -- you used a different label for it and
21 I'm just not recalling what it was. But you said we
22 owed you -- we were going to give you an affordable
23 housing plan?

24 MS. MITCHELL: Oh, yeah, regarding the
25 affordable housing units. You've asked to use

1 affordable housing as part of the settlement agreement
2 compliance. You pointed out to me that section that I
3 was missing --

4 MR. HAMBURGER: Yeah.

5 MS. MITCHELL: -- of the settlement agreement.
6 I told you I needed to take a minute, now that I saw
7 that, give me 24 hours or so to wrap my head around it
8 and come back to the thought. But I was hoping, in the
9 meantime, because you said that the affordable housing
10 units that you would be using were, like, some specific
11 type of affordable housing unit. So I was hoping for
12 more detail about that.

13 MR. HAMBURGER: Yeah. I can -- I can tell you
14 that. That was in the email that we sent, but I will
15 re-up it. It was in our initial email about all of
16 this. But I will include that in the email, just so you
17 have it in one place, where I am going to send you the
18 RAND and stuff.

19 But it's a -- it's a formulation of the -- I
20 can tell it to you now. It's 30 percent or less of a
21 local area median income. It's the -- the word in this
22 area is called extremely -- it's -- you have affordable
23 housing units for extremely low-income persons. So
24 those with 30 percent or less of a local area median
25 income.

1 MS. MITCHELL: Do you have -- do you have
2 anything on it? Do you have, like, a -- is there, like,
3 some landing page you can send me to, or some
4 description that the City has or a --

5 MR. HAMBURGER: I may have to get back to you
6 on that. I can -- I'll see if -- there may be something
7 in my email, but if not, we're going to have to circle
8 back and get that from somebody at -- who knows
9 something more about affordable housing.

10 But I can tell you that this is -- if you just
11 Google "extremely low-income persons" and then
12 "affordable housing," like, this is, like, I believe
13 it's almost a federal -- it may be a federal definition,
14 but yes.

15 MS. MITCHELL: Okay. Okay. That would be
16 helpful. Thank you.

17 MR. HAMBURGER: Okay.

18 MR. McRAE: Thank you.

19 MR. HAMBURGER: Thank you, all. Bye.

20 MS. MITCHELL: Have a great weekend, guys.

21 (The proceedings concluded at 2:41 P.M.)

22 * * *

23

24

25

1 STATE OF CALIFORNIA)
) SS.
2 COUNTY OF ORANGE)

3

4 I, Lena Mescall, Certified Shorthand Reporter,
5 Certificate No. 13018, for the State of California,
6 hereby certify:

7 I am the person that stenographically recorded
8 the transcript of proceedings held on Friday, August 22,
9 2025.

10 The foregoing transcript is a true record of
11 said proceedings.

12

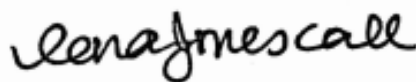
13

14 Dated: 8/25/25

15

16

17



18

LENA MESCALL, CSR NO. 13018, RPR

19

20

21

22

23

24

25

[& - accurate]

&	2023 46:17,17	5	91 1:25
& 2:4,11	48:13,17 52:13	5 43:16 62:8	a
0	65:21	64:5	a&m 5:23,24
02291 1:6	2025 1:17 3:4	6	6:3,24 7:3
1	4:2 30:15	6 66:10	aback 45:2
1 1:25 75:7	37:22,23 91:9	6,000 54:8,10	abandoned
10 81:15 85:4	2027 53:20,20	6,129 51:9	48:4 60:2 61:5
100 50:6	20th 37:22	55:18	ability 62:24
11 77:11	213.229.7000	60 23:16	78:25
12 43:15 77:8	2:15	6th 2:21 37:23	able 6:18 9:22
77:11	213.394.7979	7	17:20 64:11
12638 91:17	2:7	7.1 52:9 80:1,7	65:14 68:6
12th 77:9	213.978.7508	7.1. 68:16	absent 62:19
13 43:15	2:22	76:14 80:6,23	absolutely
13018 1:22	22 1:17 3:4 4:2	7550786 1:23	38:18
91:5,18	91:8	767 2:6	academic <u>14:5</u>
14 43:19	24 89:7	8	acceptances
15 23:7 24:12	270 2:6	8.2 23:25 26:12	75:16
43:20	2:20 1:6	26:24 27:24	accepted 59:5,8
15th 24:6	2:41 4:2 90:21	30:8,10 50:22	68:24
17.3 37:24	3	62:6 64:13	accompanied
1:01 4:2	3 62:7 64:5	8.2. 34:13	49:15,21
2	3.2 43:12	8/25/25 91:14	accordance
2 75:7	30 23:4 44:7	800 53:20,23	80:23
2,700 54:9	89:20,24	54:12 55:6	account 55:10
2021 78:6	30th 24:5	60:25 61:3	accountability
79:15	333 2:14	9	30:22
2022 17:1	4	9 81:14 84:15	accountable
46:17 52:12,19	4 3:5 62:8 64:5	9's 81:17	82:20 83:14,24
54:21 55:6	400 53:10,14,21	90012 2:22	84:22
65:21 71:24	54:12 55:6	90021 2:6	accounting
78:6 79:15	45 24:12	90071 2:14	77:6
84:1			accurate 30:12
			42:6

[acknowledge - area]

acknowledge 59:25 65:12	36:6 43:3,15 43:19 44:4,5	64:6,7 65:2,3,6 66:11 68:20	38:13
acknowledged 39:3	44:13,22,25 45:6,10,15,22	78:16,22 79:6 89:1,5	anomalous 38:23
action 87:13	85:4,12,20,25	ahead 12:13	anomaly 38:19
actionable 85:14	86:7 87:2,24 88:22,25 89:1	21:18 57:6 72:17 77:19	answer 39:18 82:14
active 69:8,14 82:23 88:13	89:9,11,22 90:9,12	78:20	answered 32:25
actively 83:7	afternoon 3:5	al 1:4,8	answers 40:22
actual 70:9 88:4	agencies 35:2	alameda 2:6	anticipated 36:13
actually 5:18 16:21 21:7	ago 11:17 78:12	alleviate 62:16 64:6	anybody 38:23 55:20 61:16
39:23 42:25 45:3 69:23	agree 6:13 22:12,18 23:3	alliance 1:4 6:6 12:16 18:7	68:13 77:10
79:8,23 80:3,5 82:24 83:3	37:17 41:4 47:8 53:16	22:12 26:21 28:6 29:11,17	anyway 7:22 9:16
add 48:23	56:17 65:14 66:20 83:1	31:25 41:19	apart 32:21 83:20
addition 50:12	agreed 4:8 16:23 29:15,18	alliance's 4:22	apartment 77:8
additional 34:25 37:24	34:11 76:18	allowed 44:19	appearances 2:1
81:2,12 87:22	agreement 21:13,22,24	alternative 37:2	apples 38:22
address 68:10	24:10 28:4,14	31:21 33:4	applies 30:19
adjustments 30:4	28:17 30:2,19	amendments 34:12 35:13	appreciate 15:7 25:11 65:16
administration 54:23 55:1	35:14 39:4,25	amount 34:17 35:19 61:4	appreciated 45:23
84:3	41:1,3,19,23	amounts 34:20	approach 5:25
administrations 54:24	43:7,9,16	analysis 74:7	appropriate 34:12 35:13
admit 60:20	44:22 45:3,6,7	analytical 14:11	approval 15:6
advancing 51:4	45:17,18,22	angeles 1:7 2:6	area 59:13 60:6 60:10 89:21,22
affordable 27:13 35:24	50:25 51:1 52:18 53:4,17	2:10,14,18,22 13:23 37:5,10	89:24

[areas - blanket]

areas 39:22 argue 38:5 argument 29:15 arlene 2:20 5:7 5:13 17:19 42:13 61:16 67:10 71:1,8 71:12 76:23 77:16 86:18 arlene.hoang 2:23 arrangements 64:22 aside 29:10 36:12 asked 22:25 32:22 71:12 87:24 88:25 asking 24:20 25:16 32:10 60:14 64:15 aspirational 85:13 assess 41:6 assist 84:1 associate 17:1,2 assuage 41:21 assume 11:13 assumes 30:24 70:15 assuming 29:14 assurances 42:24	attached 37:22 attained 73:19 attention 48:25 attorney's 2:18 attorneys 82:1 august 1:17 3:4 4:2 37:23 91:8 authority 70:4 automatic <u>31:13</u> automatons 70:10 available 20:6 58:14,20 72:7 72:22 73:21 74:16 75:13 avenue 2:14 avoid 30:18 aware 66:21 69:2 <tr> <td>b</td><td></td></tr> <tr> <td> back 12:1 15:1 17:7 18:5,22 19:1 37:6 43:13 44:11,25 48:8 52:18 54:3 59:13 60:24,25 61:12 66:5 68:9,11 69:5 72:5 75:19 76:12 81:9,9 86:11 88:10,16 89:8 90:5,8 </td><td></td></tr>	b		back 12:1 15:1 17:7 18:5,22 19:1 37:6 43:13 44:11,25 48:8 52:18 54:3 59:13 60:24,25 61:12 66:5 68:9,11 69:5 72:5 75:19 76:12 81:9,9 86:11 88:10,16 89:8 90:5,8	
b					
back 12:1 15:1 17:7 18:5,22 19:1 37:6 43:13 44:11,25 48:8 52:18 54:3 59:13 60:24,25 61:12 66:5 68:9,11 69:5 72:5 75:19 76:12 81:9,9 86:11 88:10,16 89:8 90:5,8					

 background 7:18,21 8:10 10:25 13:22 **backstory** 65:25 **bad** 84:11 **bargain** 54:15 **bargained** 54:13 55:3,6 **barriers** 85:12 85:20 **based** 31:25 **basically** 10:7 43:5 **basis** 29:5 52:21 70:3 **bed** 41:6 56:9 57:12,18,24,25 58:8 59:6,20 73:16 **beds** 30:13 41:10 42:8 55:4,4 58:14 72:20,21 73:14 73:18,22 74:22 79:5 83:20,21 83:22,22 **beginning** 67:22 84:10 **behalf** 83:5 **beings** 70:9 **belief** 52:21 **believe** 5:8,11 7:8 17:16 18:24 26:22 | 44:7 52:23,25 53:8 63:15,17 66:25 70:18 72:13 75:19 76:18 90:12 **believed** 53:6 **belittling** 34:22 **ben** 12:19,21 22:10 **ben's** 12:23 **benefit** 46:25 47:10 83:13 **best** 6:24 52:20 79:7 **bet** 21:13,20 **better** 16:1,10 18:17 20:23 21:23 40:16 41:8 42:19 82:21 84:21 86:3 **beyond** 23:3 34:17 88:5 **bhamburger** 2:16 **big** 37:11 38:3 55:22 81:23 **bit** 16:5,6 25:7 25:11,12 34:2 43:4 45:2 69:8 81:22 **blame** 63:8 **blanket** 30:14 66:8 |

[block - city]

block 67:24,24	bye 90:19	carter's 19:20	choose 39:8,10
board 83:22	c	43:8 53:12,25	circle 18:22
bodies 55:4,5	calculation	59:25 60:15,16	75:6 88:10
boots 82:10,24	88:3	case 1:5 5:25	90:7
brad 34:1	california 1:2	44:12	circumstances
47:20 70:21	1:24 2:6,14,22	categorically	20:7 28:8
71:19 72:13	4:1 91:1,5	31:24	29:18 88:17
bradley 2:13	call 5:19 14:16	categories 44:6	cities 16:6
48:22	15:2 23:22	category 10:23	city 1:7 2:10,18
breach 84:15	26:4,14,14	cause 40:17	2:21 5:9,23 6:2
84:18	36:14 37:3	caused 35:7	6:8,17 8:19 9:3
break 27:18	44:11 46:20	causes 40:9	9:4,21 10:6
73:10	63:14 82:7	63:7	11:21 12:1,3,4
breathing	83:21	cautiously	14:2,22 18:16
25:12	called 9:10	65:14	20:16 25:21
brick 83:23	89:22	central 1:2	27:8 30:7,11
bridge 53:9	campbell 6:5	century 38:15	30:17,24 33:8
brief 29:2	candidly 9:17	certain 22:8	34:9,18 35:1,5
briefed 5:25	15:21	36:16	35:7,18,20
broader 8:12	cao 42:2 70:25	certainly 52:23	36:3,15,16,17
20:12	82:2	54:18,24 59:3	36:21 37:2,4,5
broke 32:21	capabilities	77:22	37:8,10,15
39:12	14:20	certainty 50:7	38:3,11,24
brought 9:6	capacity 9:23	certificate 91:5	39:3,24 40:1,9
bubble 79:13	care 23:21	certified 91:4	40:11,13 41:10
building 80:4	49:15,15,21	certify 91:6	41:17,21 43:23
85:12,20	56:3,4,24,24	cetera 52:15	44:17,19 46:6
built 80:4	57:1,5 79:3,23	71:14	46:16 50:14
bunch 15:18,18	83:22	changed 85:18	52:10,16 53:5
32:22	carter 20:8	chime 77:17	53:8 55:11
burden 36:9	21:11,13 35:12	choice 5:5 6:6	62:2,7,25 63:4
63:4	36:4 38:6 46:8	39:9,9,14,16	63:8,11,18,25
business 9:12	50:23 59:24	choices 36:16	64:8 66:1,25
14:18	63:2 64:22	36:20,22 37:2	67:11 68:2,4,6
	65:9		68:20 69:8,10

[city - confirmation]

69:14,23 70:5 70:6,24 72:2 72:19,24 76:18 77:3 78:14,24 79:3,4,9,12,20 80:15 81:4,8 82:1,13,20 83:5,7,12 84:1 84:7,8,12,19,23 85:19 86:1,5 87:16,17 88:12 90:4 city's 6:10 13:20 17:14 29:12 36:19 62:1 77:1 78:19 79:20 80:25 82:12 88:14 civil 34:23 37:3 38:7 64:2 claim 36:22 claiming 84:15 clarifications 48:6 clarified 50:1 cleaned 60:7 cleanings 56:4 cleanup 49:21 cleanups 49:15 49:23,24 50:10 51:19 clear 22:19 26:19,20 27:5 29:23 33:18	36:7,24,24 37:1 46:23 53:3 56:10 59:9,10 64:5 74:24 80:1 83:23 88:12 clearing 59:13 clearly 52:3 client 54:3,4,4 clock 24:11 close 43:9 closely 17:17 closer 45:12 collateral 33:22 colleague 63:13 colleagues 11:14 14:7 collect 71:12 77:13 78:1 collection 77:25 combination 61:3 combined 61:4 come 4:11 21:20 28:6 44:25 55:5 61:8,11 62:13 66:5 88:16 89:8 comes 40:16 57:18 70:5 comfortable 18:7,7	coming 83:2 comments 26:15 72:10 commission 70:5 commit 23:21 72:8 80:20 86:11,16 commitment 68:20 communicated 47:6 communicati... 50:2 community 80:5 comparison 38:21 competency 21:17 competent 14:6 14:7 complain 82:7 complaints 86:14 complete 29:9 33:9 36:10 37:13 completely 31:12 75:6 compliance 30:14,22 89:2 comply 36:23 43:24 53:24 62:25	complying 36:3 65:6 80:1,25 81:8 conceding 41:25 concept 31:3 conceptual 28:11 29:10 34:5 concern 41:9 41:11,11 concerned 7:22 concerns 5:24 6:1 8:9 20:12 20:12 21:16 41:11,21 concluded 90:21 confer 1:16 4:20 14:16 26:13 29:9 30:3 31:19,24 32:4 35:12 47:15 51:5 58:24 62:13 63:1 64:14 82:11 conferring 50:21 56:15 65:4 confident 60:5 confirm 17:20 71:8 confirmation 43:6

[conflict - currently]

conflict 21:17 confused 43:4 88:19 connect 18:4,19 22:6 87:18 connection 15:15 connections 16:17 17:14,15 consequence 38:20 consequences 64:2 consider 10:1 15:24 18:9 33:10 52:22 53:15,23 55:14 73:19 considering 7:5 8:21 10:7,13 constantly 70:25 construed 36:3 construing 76:4 contact 9:25 20:1 contemplated 35:10 contemplating 41:20 context 11:19 12:23 continue 26:8 30:5 62:20	continuing 36:19 continuum 79:2 contract 5:12 contracts 5:7 6:21 contradict 32:19 contrary 28:20 47:17 control 79:4 conversation 6:12,23 7:7 18:3,6,8 23:14 23:17,19 27:12 48:13 73:15 83:17 87:19 88:18 conversations 78:6 79:12 cool 16:20 cooperating 85:11 cooperative 84:7 86:3 correct 5:7,14 5:15,16 7:9 10:14 51:16 71:10 81:5 corrected 45:5 45:9 correctly 21:8 cost 7:23 37:24 40:3	costs 8:1 34:8 34:18,21,25 35:19 36:2 council 36:15 36:16,17 64:8 69:4 72:22 73:10 79:12 81:25 82:6,15 83:8 counsel 2:1 28:6 count 44:4 51:1 51:4,13,20,21 51:25 52:3,24 54:10 56:18 57:15 58:11,24 59:22 60:2,11 74:19 counted 54:8 counterpropo... 61:1,2 counting 41:19 46:13,14 48:9 50:4 76:20 counts 38:6 60:15 county 6:17 8:5 11:21 12:1 14:2 21:12 81:17,20 82:11 82:19 83:2,6 83:13,19,25 84:5,12,22 85:1 91:2	county's 83:25 couple 9:3 20:11 24:9 27:16,17 32:22 66:3 68:17 86:6,8 course 22:3 28:22,23 40:11 court 1:1 4:8 5:1 21:20 30:1 30:17 39:3,21 56:12 62:1 64:17 65:1 84:20 court's 27:5 29:22 56:13 courtesy 24:20 cover 37:24 40:9 created 73:8 74:15 77:1 creating 79:22 80:2 creations 74:19 credit 60:17 crisis 44:15 criticism 82:2 crutcher 2:11 csr 1:22 91:18 curious 39:1 40:18 current 26:20 81:1 currently 72:21

[cv - dispute]

cv 1:6	decade 37:6	determine 30:3	28:3 34:4 38:4
d	decades 9:3	determining	47:8,23 63:7
d 3:1	decide 31:12	50:16	75:24 81:7
daniel 18:14	decision 44:3	developers	84:18
20:4 21:14	declaration	85:24 86:14	disagreement
87:15	16:24 30:16	diagnose 83:3	29:5 34:6 67:2
data 7:1,19	33:12	diagram 75:5	disagreements
8:12,13,17,19	declared 31:23	difference	31:17
9:18 14:8	33:5 35:5	37:12 74:9	disclose 15:23
18:15 23:9	defendant 1:9	79:21	disclosure
25:5,17,23	2:10	differences	12:11
30:14 41:12	defer 60:21	22:10 64:23	disconnect
50:12 51:6	define 30:5	different 16:5,6	81:24
55:18 60:3,4	definitely 69:3	25:15 27:19,21	discretion
60:18,23 61:9	definition	28:12 31:12	29:13 39:3,20
61:14 69:3	51:24 90:13	37:7 44:24	39:24 40:1,7,8
71:1,5,6 75:18	definitions 44:5	54:22,23,25	40:12 43:14
76:14 77:24	delay 23:14	59:2 68:10	44:20
80:13,17,22	delineated	75:8,9 80:8	discuss 23:2
dated 37:21	74:17	84:2,2 88:9,20	31:8 42:20
91:14	department	differently	67:5,6,8 76:13
day 45:12,19	60:4	73:13 79:17	86:10
58:20 88:2	depending	difficult 18:10	discussed 46:17
days 23:4,7,16	10:21 14:23	76:22 79:1	discussing
24:12 59:11,13	described 61:5	80:18	31:14
59:15	description	digest 61:11	discussion
deaf 46:19	90:4	digging 18:18	67:12 80:21
deal 7:18 14:9	design 79:9	direct 38:8	discussions
22:20 29:7	designed 52:11	directed 50:13	10:6 33:22
53:7,8 61:6	52:12,13 78:5	direction 43:23	66:22 86:17
dealing 21:12	78:12,15 84:1	70:6	disorder 83:21
64:1	designing	directly 34:13	dispute 34:17
debate 31:4	65:22	35:16 83:6	65:20,22,22
36:5 54:17	detail 75:15	disagree 7:10	67:3,5,6 68:1,5
63:22	89:12	16:11 22:16,18	87:20

[disqualify - especially]

disqualify 11:16 dissertation 29:5 distinction 32:15 73:4,6 73:22 74:5 distinctions 33:21 district 1:1,2 66:4 67:24,24 69:4 72:22 73:10 78:7 83:8 districts 9:10 9:11,12 81:25 82:6,15 disturbance 38:7 disturbances 34:24 doc 1:6 document 29:2 37:19,20 documented 29:6 documents 37:21,23 doing 7:4 8:14 9:8,9,16 31:11 44:12 56:3,5 66:19,19 72:2 72:8 77:3 78:15 80:15 84:19 85:8	dollar 34:25 double 53:18 dozen 37:7 drafter 76:4 drains 40:5 dropped 66:10 due 24:2 34:18 36:23 37:25 dunn 2:11 6:2 20:17,18 25:10 25:22 duration 62:12 duty 30:2	elicited 47:18 eligible 57:17 eliminated 58:25 elizabeth 2:5,7 email 5:18,19 19:9 26:25 27:9 32:25 35:4 36:25 37:22 40:25 46:23 50:19 61:25 68:10 87:8,10 89:14 89:15,16 90:7 emails 67:17,18 68:8 emergencies 30:25 31:22 33:22 34:6 53:4 emergency 27:2,15,23,25 28:4,7 29:14 30:16,17,20 33:5,12 35:5,7 35:8,9,21 36:12,17,25 38:20 46:1 55:10 61:22 62:21,24 63:5 63:21,24 64:9 64:25 employees 63:9 63:12,18	encampment 35:23,25 46:3 46:22 48:12 53:19 55:4,21 55:23 66:1,7 67:24 72:23 73:2 88:3 encampments 36:4 47:3 51:23 52:14,14 69:4 encourage 6:22 7:6 ended 11:24 32:23 ends 24:5 64:14 engage 58:17 66:22 67:4,25 83:5 engaged 68:25 71:13 83:12 engagement 66:25 engaging 30:5 entail 75:20 entered 54:21 entirety 11:5 entities 8:18,20 entity 1:8 11:22 70:7,9 78:24 envisioned 78:11 79:15 escalates 38:19 especially 83:3
	e 3:1 earlier 64:3 early 65:21 71:16 ears 46:19 easier 15:5 16:3 18:12 86:3 east 2:21 edge 44:9 edification 31:8 effecting 28:13 effort 39:23 58:17 78:7,12 efforts 44:18 71:5 efits 9:13 either 15:4 16:18 18:6 21:9 59:4,8 election 84:6		

[esq - filibustering]

esq 2:5,12,12 2:13,19,20,20 essential 44:14 essentially 63:20 estimate 52:20 estimates 50:18 50:20 estimations 52:5 88:4 et 1:4,8 52:15 71:14 evaluation 66:4 event 38:3,8 47:25 53:9 events 26:24,24 34:8,11 35:18 63:24 eventually 51:10 77:9 everybody 21:23 38:3 59:9 80:15 evidence 16:25 38:9 exacerbating 36:21 exact 34:10 exactly 8:10 14:19 62:1 86:22 example 63:5 82:10 excellent 4:14	excuse 30:11 exemption 30:14 exercise 40:7 40:11,15 exercised 40:1 exhausted 31:24 47:15 exist 38:20 70:18 80:3 existing 42:25 51:2 88:17 exists 35:9 63:7 75:19 expected 30:5 expenses 37:25 expensive 7:22 8:4 21:4 36:22 39:6,10 40:15 experience 7:18 experiences 20:14 experiencing 80:16 expert 11:17 12:15 13:16 16:22,23 explain 33:13 42:21 43:24 75:8 explained 33:19 43:25 47:16 explains 62:6	explanation 46:16 52:4,21 62:14 explanations 46:11 expound 81:21 expressed 8:23 extend 23:1 53:19 extending 36:9 extension 24:15 24:18 extensive 71:5 extent 14:8 52:25 65:6 68:21 69:4,21 80:23 extra 25:1,7,16 25:20,24 extremely 89:22,23 90:11 f faces 35:18 fact 40:11 78:24 failures 30:21 fair 4:6 71:23 87:1 fairly 22:8 fairness 38:21 faith 30:3,5 35:11 63:2 65:4 fall 10:22	fallen 46:19 fallout 64:1 falls 74:4 familiar 9:4 familiarity 13:23 76:24 family 57:22 59:5 far 5:25 19:22 20:13 31:7 48:17 51:21 54:7 78:9 83:11 feasible 65:7 78:1 feasibly 77:13 80:22 federal 90:13 90:13 feel 32:2,5 37:16 72:15 fell 65:24,24 fielding 17:2 fight 66:7 81:13 83:4 88:15 fighting 83:4 figure 12:6 16:14 23:13 file 84:20 files 16:14 filibustered 32:13 filibustering 32:2 33:18,24

[finally - go]

finally 67:19 find 19:23 63:2 fine 10:15 19:16 41:7 58:10 59:7,15 59:18 finish 39:11,13 39:15,17 75:14 finished 39:19 fires 27:4 30:15 34:19 36:12 64:2 firm 68:11 first 19:3,9 23:13 27:1,20 28:15,19 57:1 71:16 74:5 75:23 79:20 80:7 81:1,3,8 88:16 fiscal 27:2 35:5 35:7,8,9,17,20 36:2,8,12,17,25 37:8,11 38:20 40:4 46:1 53:5 55:10 63:5,20 63:24 64:1,24 fit 6:3,20,24 14:6 15:22 16:9 18:17 21:3 five 5:8 flag 43:10 flagged 22:5	floor 2:21 flores 2:19 5:16 9:12 56:1,14 56:17 57:11,16 58:4,13 77:21 78:21 88:7 flows 80:10 focus 36:7 84:4 focused 14:5 78:19 79:21 folks 7:16 18:3 18:19 66:3 followed 33:22 forefront 83:4 foregoing 91:10 form 34:25 formulation 89:19 forth 47:2 62:7 forward 53:2 53:17 62:24 fought 54:15 found 16:22 foundation 70:19 four 54:16 78:11,11 frank 81:23 frankly 16:2 39:23 free 8:6,8 21:5 21:6 frequently 65:21	friday 1:17 3:4 4:2 91:8 frustrated 86:1 full 12:10 21:2 55:14 66:4 functions 79:8 fundamental 46:4,4 funded 41:21 43:1 funnel 68:6 further 65:13 72:3 81:13 88:18 fyi 22:10	88:8,9,13 gibson 2:11 6:2 20:17,18 25:10 25:22 gibsondunn.c... 2:15,16,16 gitnick 15:9 give 16:23,25 25:24 26:16 29:4 42:24 45:11,19 48:19 49:4 50:11 51:6,18 53:18 60:16,18,22,23 61:9 66:1 68:23 86:12,15 88:22 89:7 given 5:24 35:18 36:2 41:13 45:2 51:22 53:4 76:21 go 4:4,5 11:23 12:1,13 15:1 23:24 24:8 26:16 35:16,17 37:6 40:23 47:20 52:8,11 55:4,4 58:1 59:20 62:10 63:6 65:11 67:23,25 68:9 69:5 72:5,11 72:17 75:19 76:12 77:19
		g	
		garrie 7:20 18:14 20:4,10 21:14 87:15 gathering 69:12,16 general 12:22 12:22 generally 7:13 8:3 13:22 50:9 generate 25:21 gentleman 13:9 16:13 getting 8:17,20 11:18 23:21 57:16,23,24 58:2 68:3 80:21 81:11 82:13,20,25 84:8 87:23	

[go - happens]

78:8,8,19 84:11 86:8 87:17 goal 25:6 53:17 53:19 68:1,7 goals 86:2 goes 43:13 79:4 79:5 going 6:13 8:8 13:21 14:3,17 16:14,21 18:10 20:20 21:4,7 21:14,19,23 23:9 24:16 25:21 27:7 29:4 34:4 35:21 36:16 38:25 40:15 42:3 44:3,21 45:21 50:5,19 51:5,11,12,17 51:18 53:2,17 54:5 55:7 57:20,21 58:3 59:17 60:6,7 60:24 61:8 62:10,24 63:6 66:5 67:11 72:3 76:12 78:21 86:9 87:13,14,20,21 87:23,24 88:2 88:9,22 89:17 90:7	good 4:12 5:5 6:3 7:23 16:24 21:18 30:3,5 35:11 41:16 48:16 50:25 63:1 65:4 82:10 google 90:11 gosh 9:9 government 13:24 14:2 grading 41:22 grand 2:14 granular 69:2 75:18 80:12 granularity 71:21 gravity 28:8 great 17:6 41:16 43:2 61:13 65:18 81:14 83:2 87:2 90:20 ground 13:15 80:15 82:10,25 group 11:8,13 guard 38:12 guess 8:22 10:3 10:8 11:2 17:8 22:18 26:18 50:21 53:25 55:9,16 58:18 60:23 66:23 85:7 88:19	guy 84:11 guys 5:3 6:16 7:4 9:11,24 11:16 23:7 24:4 25:15,16 39:2,23 40:19 48:12,23 49:3 72:3 82:5,14 82:20 83:16 87:21,23 88:15 90:20 h h 16:20 half 70:5 hall 2:21 hamburger 2:13 4:4,13 5:4 5:17,23 7:8 8:2 8:7,17 10:2,14 10:17,20 11:2 11:8,11 12:12 13:18 14:1,13 14:22 15:11,16 15:24 17:6,12 17:24 18:21 19:12,16 20:10 20:18 21:2,21 22:1,13,15,25 23:20,24 26:12 27:16 33:13,15 34:2 37:18 40:23 41:16,25 42:5,10,12,17 42:23 43:3,12 43:21 44:2,17	45:23,25 47:22 48:21 49:6,8 49:13 51:8,15 53:1 55:8,16 59:23 60:10,18 60:22 61:10,13 61:19 62:4,10 63:13 64:10,13 65:18 66:15,18 66:21 68:13,17 69:18 70:23 72:5,14,16 73:1,20 74:10 75:2 76:7,10 77:16,20 78:3 78:18 79:19 81:6,14,17 83:15 84:14,24 85:7 86:9 87:5 88:19 89:4,13 90:5,17,19 hand 43:9 52:11,11 happen 36:18 37:4 40:8 81:2 83:12 happened 28:16 34:16 66:6 happening 42:25 49:24 54:23 82:7,24 84:8 happens 58:14

[happy - including]

happy 6:15 18:3,8,19 25:23 42:20 51:25 69:5 72:6 81:11 hard 23:5 24:23 25:2,3 31:3 34:25 39:18 46:15 54:15 harder 80:12 he'll 21:5 60:16 head 38:15 89:7 heads 42:14 health 17:3 57:24 83:20 hear 4:11 41:17 42:15 58:18 81:9 82:6 84:14 heard 27:8 32:5 hearing 6:1 10:17 47:2,12 47:12,19 50:1 heavily 85:16 held 91:8 help 9:22 82:18 82:18 84:12 helped 79:9 83:1 helpful 19:8 20:6 53:1 90:16	henwood 12:19 12:21 22:10 heretofore 27:3 hey 18:5 48:14 57:8 59:16 69:9 highly 38:23 history 12:10 38:24 hit 87:10 hoang 2:20 5:15 24:5 hold 5:18 32:17 83:24 84:22 holding 48:8 82:19 83:13 holistic <u>78:7,12</u> homeless 7:1 homelessness 7:17 12:5 13:6 17:17 36:20 44:15 80:17 87:3 homework 17:9 honest 45:8 86:25 honestly 11:25 16:4 32:8 60:13 78:9 hopeful 21:21 64:11,19 hopefully 22:1 42:23 49:25 64:21 88:2	hoping 22:22 89:8,11 hospital 57:24 hours 89:7 housing 27:13 35:25 36:6 39:5 43:3,15 43:19 44:5,5 44:13,22,25 45:6,10,14,15 45:15,22 47:5 57:8 71:14 73:8 75:17 76:25 79:22 85:4,12,21,25 86:4,7 87:2,25 88:23,25 89:1 89:9,11,23 90:9,12 huh 74:11 85:6 human 1:4 70:9 hurdle 16:1 hurt 10:9 hypothetical 23:6 30:24 32:6,11 hypothetically 18:14 hypotheticals 32:22 i ice 27:1 34:23 37:8,19 idea 8:11 19:21 23:11	ideal 20:15 ideological 22:9 ideas 15:3 identifies 43:15 identify 52:13 66:8 85:11,19 identifying 41:10 illustrate 67:21 imagine 12:14 13:15 85:23 impact 37:8,11 62:23,24 68:2 impacted 30:20 important 25:5 25:8 28:10 30:10 56:13 imposed 34:8 34:18 35:20 imposes 30:2 impropriety 6:19 improvement 9:12 inability 36:22 inception 52:18 incestuous 13:5 incidents 34:23 include 39:5 68:21 89:16 included 69:17 including 45:6 49:17 69:13,13 74:21

[income - june]

income 89:21 89:23,25 90:11 inconsistent 31:2,6 33:20 incurred 37:25 indefinitely 64:8 independent 6:18 indicated 79:16 individual 11:3 11:9,12,15 50:14 individuals 45:14,16 67:25 inflicted 63:20 information 9:25 17:13,13 46:5 52:7 69:11,12,16 71:21 72:4 81:5,12 84:23 87:21,22,23 infrastructure 9:21 18:15,16 initial 89:15 inquiry 38:17 inside 46:14 48:12,15,18 49:10 50:12 51:19,19,25 52:24 57:21 88:4,5 insight 80:14	institutions 10:23 insufficient 55:7 56:4 58:23 intended 45:13 46:21,22 80:8 intent 74:23 intention 67:22 intentionally 86:25 interest 8:24 12:10 interested 10:10,11 15:1 19:23 interpret 28:17 79:7 interpretation 27:21 47:23 53:12 69:19 interpreted 46:8 interpreting 75:23 77:7 intertwined 6:17 intervention 64:23 invocation 27:22,23 28:2 28:9,15,18,24 29:17 30:10 31:13,22 32:1 33:21	invocations 31:23 invoke 28:4 29:13 invokes 31:4 invoking 30:25 involved 6:2 20:21 25:8,10 83:7 irrelevant 32:8 33:7 irvine 1:24 4:1 issue 6:7 10:21 11:2 21:3,11 27:20 29:23 40:4 41:14 43:14 48:1 62:21,23 63:23 65:1 68:9 82:9 issues 7:2,17 9:4 12:5 13:22 14:8 16:12,15 17:17 19:4 20:2 21:17,17 27:19 28:14 30:15 32:22 55:21,22,23 65:19 83:6,23 86:14 it'd 21:17 items 56:20 87:13	j j 2:13 jams 7:20 8:3 jan 7:24 8:21 8:21 9:1 18:16 87:15 january 30:15 jason 20:1,4 22:3,9 87:17 jerry 82:18 jessica 2:20 42:12,15 61:16 67:10 71:1,8 71:12 76:23 77:16 86:18 jessica.mariani 2:24 job 1:23 joint 70:4 judge 19:20 20:8 21:11,13 35:11 36:4 38:6 43:8 46:8 48:4 50:23 53:12,25 59:24 59:25 60:15,16 63:2 64:22 65:9 judgment 51:6 51:17 jump 7:9 june 37:22 53:20

[k - learn]

k	22:7,9,11,11,16	67:8,11,13,16	la 1:4
k 16:20	22:19 23:2,18	68:4,23 70:10	label 88:20
kahn 2:12	24:9,25 26:10	70:22 71:4	lacity.org 2:23
12:13 37:22	26:15 29:16	72:7,9,10,10,23	2:23,24
61:17 86:25	33:2 34:5,16	73:5,5,22 74:1	lahsa 8:20 52:7
keep 65:17	34:21,22 35:3	74:6,7,7 75:24	68:21,22 69:2
kes 1:6	35:4 36:1 37:9	76:4,5,11,16,19	69:11,12,16,23
kind 5:12 6:1	37:21,24 38:14	76:23 77:2,3,8	70:6,25 71:5
7:14 10:22,22	38:14,25 40:20	77:10,10,11,12	71:20 72:4,6
10:24 14:11,20	41:5 42:2,6,8	79:24 80:4,14	72:20,25 73:2
32:7 39:18	42:11,12,19,24	80:17,22 81:9	75:19 76:13,19
43:21 48:5	43:9,24 44:3,8	81:13 82:15,16	77:22,23 78:1
52:8 67:21	44:9,19 45:3	82:16,19 83:18	79:2,13 80:21
75:8,22 76:5	45:13,18 46:3	83:25 84:15,16	81:4,10,12
85:10,10	46:4 47:22	84:17 85:1,1,4	87:22 88:8,10
king 2:4	48:3,3,4,9 49:9	85:7,8,9,13,15	88:13,16
know 4:21 5:13	49:16,20,23,25	86:21,22 88:14	laid 29:3
6:13,18 7:3,4	50:3,6,6,8,9,16	88:17	landing 90:3
7:16,25 8:2,2,3	50:18,19,20,21	knowing 76:19	language 29:23
8:11,23 9:1,6,8	50:22,23,24	knowledge	32:16 34:13
9:11,17,18,19	51:10,11,12,13	18:15,17 38:24	80:9
9:21 10:2,4,5,8	51:18,21 52:6	71:2	lapd 35:1
10:23,24 11:4	52:16 53:2,10	knowledgeable	largely 7:14
11:12 12:9,10	53:12,22,24	12:4	8:18,18 16:2
12:22 13:4	54:16,25 56:5	knows 9:17,21	30:23 37:25
14:1,10,15,17	56:8 57:9 58:1	9:21 13:24	71:6
14:23 15:2,2	58:14 59:6,24	14:1,2,3 15:12	laudable 44:14
15:21,21 16:1	60:1,2,4,6,6,24	42:13 90:8	laws 76:5
16:1,4 17:13	60:24 61:1,2,6	kscolnick 2:16	lawyer 15:9
17:19,21 18:2	61:19 62:14,18	kuhn 16:19	layer 24:17
18:4,6,25 19:5	62:19 63:7,10	I	31:19
19:6,16,17,17	63:19 64:10,15	I 2:19	layoffs 35:21
20:5,6,6,11,21	64:16,16,19,20	l.a. 13:5 16:5,7	lead 35:21
20:24 21:6,9	64:21,22 65:6	21:12	learn 14:4
21:10,18 22:3	65:7,8 66:18		

[learned - mcrae]

learned 88:10 leave 10:4 76:12 left 10:5 86:24 legal 79:25 lena 1:22 91:4 91:18 level 71:21 light 26:23 31:21 53:4 79:8 likely 19:13,14 42:18 likewise 34:20 line 44:8 lines 43:15 50:20 list 4:17 5:7 19:7,10 52:10 57:9,10 59:18 73:25 78:2 86:12 87:6,7,7 87:7,15 listed 19:1 74:13,15 75:3 87:14 listening 83:9 literally 12:7 48:14 litigation 64:17 65:13 68:2,2,6 little 16:5,6 25:6,11,12 43:4 69:8 81:22	live 77:25 lives 38:3 liz 38:15 61:20 llp 2:4,11 local 16:2,9 44:7 89:21,24 location 56:9 logistically 16:3 long 11:18 24:9 31:9,15 34:15 52:1 58:11 59:19 longstanding 30:21 look 5:11 6:15 12:1 17:17 23:10 34:3 45:12,20 76:11 80:20 88:1 looked 17:19 looking 42:9 71:22,24 76:17 looks 24:16 87:25 los 1:7 2:6,10 2:14,18,22 13:23 37:5,10 38:13 loss 41:13 lost 39:23 lot 4:23 33:2 64:20 69:14 77:23 78:22 84:4 85:2,23	love 80:13,14 low 89:23 90:11 m made 39:9 40:24 44:18 48:5 49:17 50:8 52:15 58:12,17 59:4 59:8,11,14,20 63:3 65:7 71:5 74:22 75:12,17 76:21,25 77:4 77:7 78:8 maguire 82:18 main 2:21 22:4 make 5:20 18:22 22:7 25:7,22 26:20 29:8 33:2 36:19,22 37:2 40:16 44:2 45:20 46:23 50:15 51:9 61:1,1,2 69:11 69:15,23,25 70:12 72:7 82:25 86:3 makes 24:18 40:13 47:20 78:25 makeshift 49:20 56:18 57:19 58:25 60:1	making 26:19 36:16 37:11 43:23 70:8 78:24 79:21 marcellus 2:12 4:12 32:9,18 33:16,16 43:13 61:16 marcellus's 72:10 mariani 2:20 42:16 71:10,15 marquez 54:17 66:9 math 40:6 matt 15:2,12,16 15:16,17,17,20 36:14,14 43:25 44:4 46:12,24 54:17 61:24 63:14 67:18,19 79:11 82:3,3 matter 63:16 87:17 matters 20:14 mayor's 81:24 82:1,5,8,15 mcrae 2:12 4:9 4:14 27:17,25 28:24 30:23 32:4,10,15,19 33:14,17 38:10 38:18 39:11,13 39:15,17 40:22 46:24 47:8

[mcrae - modify]

69:22,25 70:2 70:7,18,21 90:18 mean 9:1 10:2 10:22 11:16,18 12:7,14 13:19 16:12 20:3 22:21,23 23:6 24:9,13,19 25:10 27:7,20 37:6 38:23 49:25 52:8 54:7 55:12 59:1,24 60:13 62:12 64:13,24 69:20 70:10,21 71:23 74:8,13 75:2,3 77:15 78:4,18 79:4 81:18 84:25 means 27:22 74:14 80:7 meant 13:1 median 44:8 89:21,24 meet 1:16 4:20 14:16 19:3 26:13 29:9 30:2 31:19,24 32:4 35:12 47:15 50:21 51:5 55:14 58:24 62:13 63:1 64:14 77:23 82:11	meeting 53:12 56:15 65:3,20 66:2 72:6 76:13 85:1 members 19:2 mental 57:24 83:20 mentioned 50:18 63:2,14 63:14,17 88:8 mercedes 54:17 66:2 merit 29:19 meritorious 28:7 merits 28:2 mescall 1:22 91:4,18 methodical 78:14 michelle 67:18 million 37:24 millions 80:16 mind 11:3 76:2 minimum 63:25 64:25 minute 89:6 missed 26:5 missing 7:2 89:3 misstating 5:8 5:14 misunderstan... 27:21	mittell 2:4,5 4:5,12,18 5:22 6:9 7:25 8:5,16 9:1,13 10:12 10:15,19 11:1 11:7,10,15 12:18,21 13:2 13:4,12,17,25 14:12,21 15:10 15:12,17 16:11 17:11,21 18:2 19:11,15,24 20:16 21:1,9 21:25 22:6,14 22:23 23:5,23 24:3,6,13 25:2 25:14,20 26:3 26:7,10,25 27:23 28:22 29:21 32:2,5 32:12,17,21 36:11 38:16 39:8,12,14,16 40:20 41:8,24 42:4,8,11,22 43:2,11,18 44:1,16 45:4 45:24 46:10 47:6 48:11,22 49:7,12 51:7 51:14,16 54:2 55:12 56:11,16 56:21 57:13,20 58:10 59:1 60:9,13,20	61:7,11,21 62:9 63:11 64:4,12 65:16 65:19 66:17,20 67:15 68:16 69:7,24 70:1,4 70:16,20 71:11 71:23 72:13,15 72:18 73:12 74:8,12 76:6,9 77:15,18 78:4 79:9 80:24 81:7,16,21 83:16 84:17 85:6,16 86:24 87:4,9 88:11 88:24 89:5 90:1,15,20 mmcrae 2:15 modest 35:16 modification 29:19 31:25 32:11 36:8 41:2 43:6,22 53:17 62:13,17 62:20 modifications 26:22,23 27:10 28:12 31:20 32:25 33:1,11 35:16 36:2 62:15 63:3 64:11 modify 50:24 50:25 53:3

[modify - obtained]

65:1 moment 28:18 84:21 money 40:3,6 63:9 monitor 4:25 6:7 8:11 11:5 19:10 21:22 23:9,13,18,19 23:21 24:14,16 24:22 25:17 85:2 monitor's 22:16 monitoring 15:19 months 7:4 54:16 mortar 83:23 moving 50:4 70:10 multiple 5:6 municipal 1:8 municipality 16:6 mutual 31:8 66:16 81:19 85:5 86:12	national 38:4 38:12 naturally 74:4 nature 34:6 37:5 84:7 necessarily 57:2 62:22 necessary 27:11 30:3 34:12 35:12 necessitate 34:11 necessitated 34:24 need 6:24 13:21 16:16 17:8,12 23:16 24:21 25:20 27:11 28:19 31:8 47:13 54:20 55:13 57:24,25 62:16 63:22 64:7,16 65:1 67:4,9,12 80:11 81:12 83:7 84:12,25 87:16 needed 37:24 89:6 needs 8:12 33:9 66:12,12 81:2 82:13 83:11 84:8,19 88:12 negative 39:7	negotiable 29:16 negotiated 46:12 49:1 85:17 negotiating 45:13 negotiation 47:3 negotiations 46:20 47:11 86:21 neutral 16:17 never 16:23 47:6 50:5 52:10 63:11 66:6 71:24 new 15:8 35:17 54:1 news 19:14 38:4 non 29:16 nonparticipat... 29:16 nonprofit 9:17 nonstarter 12:16 normal 76:8 north 2:21 nostradamus 40:14 note 4:6 22:16 30:10 noted 87:4	notice 60:5 nuance 26:5 number 31:22 35:16 38:23 47:3 48:19 49:4 53:2,18 54:14 55:7 68:25,25 69:3 71:13,13 72:20 72:21 73:14 75:16,17 numbers 5:12 54:19 55:15 66:1 68:24 83:1
o			
objection 10:17 19:22 objections 19:6 obligation 33:9 52:17 66:16 69:7 81:19 obligations 22:17 27:10 29:19 30:18,20 31:21 34:12 35:13,24 36:3 36:9,10 37:14 37:15 39:5 40:12 52:9 62:2,7,25 83:25 obtained 73:9 75:11			

[obviously - owed]

obviously 4:19 11:4,11 15:4 16:12 19:5 24:17 39:5 44:20 46:25 47:2,9 63:25 65:5,9,19 74:12,14 78:14 79:15	75:16,16,16 76:21,24 77:6 77:11 78:8,13 78:17,24,25 79:18	64:4,12 65:11 65:16 68:13,15 68:16 72:17 73:13 77:18 81:7,14 83:15 84:14,24 86:9 87:5 88:11 90:15,15,17	opposing 32:24 optimism 65:17 optimistic 65:14 option 7:23 39:6,10 40:2 40:15 orange 91:2 oranges 38:22 order 19:20 22:17,19 27:5 29:22 33:19 43:8 48:6 50:17 52:13 59:25 60:14,16 60:16 63:2 82:17,19 ordered 5:1 organized 78:9 originally 55:3 outlined 68:19 outrage 85:23 outreach 19:19 56:3,5,6,19,22 56:25 57:3,5 58:5,6,13,20,23 77:24 outside 16:7 overlapping 75:6 overlaps 85:2 overtime 34:25 35:1 38:1 owed 88:22
occupied 73:23 73:24 occurs 28:18 october 24:4,6 offer 49:22 50:7,15 51:22 56:2,6 57:7,14 58:12 59:4,5,7 59:11,14,19 61:8 73:16,17 73:19 76:20 77:7 offered 50:10 58:15,20 72:21 73:9,14,20 74:2,2,16,21 75:12,18 77:8 79:5 80:5 offering 80:2 offerings 74:20 offers 47:4 48:2 48:4 49:16 51:21 52:14 53:11 61:3 68:24,25 69:1 71:14 74:11,22	office 2:18 81:24 82:2,6,8 82:15 officials 35:1 oh 9:9 16:19 25:14 38:18 43:19 49:7 61:22 73:12 78:19 88:24 okay 4:16 5:4 5:17,22 8:7 10:3,19 15:5 15:11,24 17:6 17:11 18:2,21 19:11,15,24,24 22:6,13,15 23:20,23,24 26:3,11,12 27:16 28:25 29:21 31:10 32:12,21 36:11 40:22,23 41:16 41:24 42:4,17 42:22 43:3 45:25 49:12 53:1 55:8,16 55:17,17,20 59:12,14,23 60:22 61:10,15 61:21 62:9	old 68:9 once 24:15 42:19 onerous 43:23 ones 22:17 49:13 73:8,25 75:10 ongoing 30:11 63:25 64:25 open 5:23 7:5 9:24 14:23 57:3 73:21,25 74:1,22 75:11 operations 49:10 50:13 57:1 opinion 56:13 56:13 74:14 opinions 23:8 opportunities 72:20,21 73:8 73:14 77:4 79:22 80:2 opposed 32:10 53:20 opposes 31:25	

[own - points]

own 74:13	participated 65:8	peh 71:13,13	personally 8:19
p		penalized 39:7	67:7
p.m. 4:2,2 90:21	particular 11:12 44:23	pending 61:23	persons 51:22 89:23 90:11
packed 59:2	particularly 23:8 27:13	people 5:6 8:18 10:6,24 14:5	perspective 8:12 13:20 35:6,6 85:20
page 3:4 43:16 43:19 46:13 90:3	30:12 35:23 36:20 68:23 70:25	14:25 15:3 18:13 19:7,10 22:8 24:21 44:9 53:7	pi 11:20
pages 1:25 32:13	parties 4:8 16:18 30:2,4 31:7 34:11	56:23 58:15,16 58:21 68:3 70:11,12 77:4 77:9 78:8 80:5 80:16,16 82:25 86:15 87:18 88:1	pickens 12:20
paired 48:2,3 51:21 56:2,19 57:2,5	partners 12:3 82:21	percent 44:7 50:6 89:20,24	place 24:16 28:18 58:1 59:20 89:17
pairing 18:12 57:25	partnership 18:12	perception 6:19	plain 62:5,11
paperwork 79:24	party 16:17	perfect 40:14 79:4 80:14	plaintiffs 1:5 2:3 26:21
paragraph 30:9	passage 33:19 33:20,25	performance 67:1,1	plan 41:6 42:2 42:18 85:8 87:25 88:23
parsed 32:15	passing 38:24	period 59:21	plane 4:20
parsing 33:21	past 20:1,8 21:11 22:10 35:18	permit 30:17	planning 72:2
part 29:17 31:18 42:18 44:14 49:21 50:10 57:22 59:24 63:19 66:11 67:1 68:7 73:2,2 86:20 87:2 89:1	pathways 77:5	perry 7:24 8:21 8:21 18:16 87:15	plans 41:18
partially 7:12	pause 27:6,7 30:4,6,13,19 31:3,4,5,9,13 31:13,15 34:15 35:10,11 61:22 62:3,6,16,20 63:23 64:7 65:12 77:14	person 7:20 8:13 10:21 15:8 18:10 22:4 57:17 59:20 77:9 91:7	please 34:1 43:11
participants 82:23	paused 62:1,8 64:8 65:3		point 21:5 28:11 29:6 32:3 47:21 56:11 57:7,14 57:19 62:3,17 63:1 66:24 67:22
participate 47:13			pointed 71:20 89:2
			pointing 45:11
			points 28:20

[policy - quarterly]

policy 7:17 13:22 35:6 36:20 50:13 political 35:6 pose 32:7 posed 61:24,24 position 4:23 6:10,11 26:19 29:3 34:4,7,22 36:7,12,25 43:4 51:10,11 55:17 62:5 64:15 66:14,15 73:1,3 79:19 79:25 80:25 82:12 83:19 88:12,14 possible 65:7 68:21 69:21 75:21 80:23 88:17 possibly 40:17 potentially 41:4,20 42:2 49:8 53:15 poverty 36:23 44:8 powers 40:14 70:4 practically 70:13,14 practice 50:9 56:3 preamble 26:18	precipitated 28:9 predated 30:15 prefer 64:22 premature 23:2 23:18 preparation 70:24 prepared 67:7 present 4:20 54:18 presented 60:5 presuppose 69:22 pretext 30:18 pretextual 37:16 pretextually 30:25 pretty 7:22 8:3 22:19 25:18 27:5 28:10 29:23 46:23 86:21 previous 19:19 prior 56:19,25 59:21 priorities 54:25 probably 6:24 6:24 12:16 13:16 14:6 19:25 20:2,3 23:9 24:4 31:8 32:13 43:8 67:9,11,12	68:9 71:2 76:4 problem 46:4 48:7,8 63:15 83:3 problematic 13:16 40:17 proceedings 1:16 65:9 90:21 91:8,11 process 25:9 31:19 50:16 65:20,23 66:12 67:4,6,7 68:1,4 professor 17:1 17:2 programs 14:3 projects 85:25 proof 76:7 properly 40:1 proposal 14:14 53:10 54:1 proposals 36:8 40:25 67:13,16 propose 20:24 45:1 53:15 54:3 proposed 35:15 proposing 26:23 33:2 43:22 44:4 53:3 85:15 protests 34:24 37:4,7,20 38:11	prove 56:4 58:22 proverbial 38:22 provide 5:6,17 38:9 49:9 providers 82:16 83:8 provision 7:1 30:13 62:15 85:5,10 public 5:12 17:2 37:20 publicly 83:6 84:9 pull 4:19 68:11 pulling 29:22 punch 4:17 put 26:2 29:4 36:17 57:8 58:15 59:17 78:2 85:24 86:4 putting 11:20 13:15 21:15 24:24 29:10 <tr> <td colspan="4">q</td></tr> <tr> <td colspan="4"> qualifications 7:15 quantify 28:8 49:10 50:17 quarter 24:5 25:13 quarterly 23:1 24:3 65:7 </td></tr>	q				qualifications 7:15 quantify 28:8 49:10 50:17 quarter 24:5 25:13 quarterly 23:1 24:3 65:7			
q											
qualifications 7:15 quantify 28:8 49:10 50:17 quarter 24:5 25:13 quarterly 23:1 24:3 65:7											

[query - regard]

query 67:3 question 8:22 28:12 29:10 32:9,23 38:10 39:13,17,18 40:21 72:16 82:14 questions 27:17 29:20 32:6,8 61:23,25 quickly 33:14 33:17,17 quite 11:19 15:14 39:23 45:7 65:20	randall 16:19 range 51:8 rather 36:1 79:24 reach 9:24 10:3 10:15 20:3,4 21:13,22 24:10 41:3 64:7,11 64:21 87:14,16 reached 15:10 15:20 18:23 64:6 reactions 26:17 read 4:21 28:4 31:6 32:7,16 33:19 50:23 73:13,14 readdress 83:17 reading 4:22 33:25 65:25 76:2,3 ready 10:8 11:18 73:23 real 21:16,17 33:14,17,17 34:24 49:24 54:11 59:4,7 78:23 79:21 realities 77:25 reality 35:8,17 80:18 realized 68:10 really 8:10 9:4 9:22 12:4	16:20,24 25:9 41:2 43:6 44:9 63:16 67:4 76:17 79:23 83:19 86:17 reason 14:5 24:14 26:13 27:3 46:10 50:25 54:15,16 75:25 reasonable 22:22 59:21 62:14 reasons 26:14 37:1 51:20 recall 38:5,11 47:14 63:17 recalling 88:21 recent 48:6 recirculate 67:15,20 68:8 68:12 87:20 recognize 16:5 38:22 54:24 recognized 39:22 recollection 19:19,19 47:17 recommenda... 20:19 recommended 22:4 reconcile 39:2 39:20,25	reconciled 40:10 record 4:4,5,7 83:10 91:10 recorded 91:7 rectified 62:21 reduce 63:3 68:2 85:11 reduced 54:14 reducing 36:8 37:14 reduction 46:3 46:7,22 53:19 55:6 66:1 67:25 reductions 35:25 46:5,14 48:24 49:10,14 51:2 53:10 54:9,10,11 55:24 61:3 66:7,9 88:3 reengage 81:4 81:10 reengaged 19:2 66:13 reference 45:22 72:24,25 references 45:10 refusal 66:8,21 refused 48:5 59:4 regard 29:12
r			
radar 24:24 26:2 raids 27:1 37:8 raise 61:20 71:25 77:22 raised 4:23 9:20 14:15 71:17 81:15 raises 63:18 ran 9:7 rand 5:5,9 6:14 7:11,12,13 13:21 14:14,17 14:18 16:15 17:9,14,15 18:3,11,19,23 18:25 19:4,17 22:5 23:22 89:18			

[regarding - right]

regarding 37:3 41:18 88:24	removals 56:18	requirement 46:7 49:18	responsibility 77:24
regardless 6:3 34:9 50:23	remove 60:10	requires 27:15	rest 22:7 31:7
regressions 8:14	removed 49:20 50:7	researchers 13:6	31:14 52:4
regular 82:9	removing 57:18	resend 19:8	result 35:22 66:2
reincluded 61:24	report 11:23 16:24 24:2	reserve 51:6,17	resulting 30:16
reiterate 72:9	52:14 71:13	resolution 52:24 65:20,22	results 58:6
rejected 59:8 68:25 69:1	72:4 81:2	65:22 67:3,5,6	resume 66:23
73:17 75:17	reported 1:21 1:24 4:1 46:6	68:1,5 87:21	retained 11:17 11:22 12:15
rejection 45:2	49:14,14 52:10	resolutions 48:12,15,18	13:16
related 33:5 34:23 37:19	55:19 75:1,5	51:19 52:1	reunification 57:23 59:6
49:11	reporter 4:8 91:4	54:8 55:4	review 24:17 25:17,22
relationship 7:13	reporter's 1:15	resolve 41:14	revisit 8:8
relevant 10:6 33:12 38:17,19	reporting 30:13 48:24	resolved 51:23	right 4:16 6:20 7:21 8:11,18
reluctant 23:3 86:16	49:1 52:9	resources 40:5 40:9,18	9:2 10:25,25
rely 11:13 79:2	65:11 69:10	respect 30:12 31:18 36:4	12:24 13:10
remains 41:12	73:3,7 74:18	39:4 41:22	14:6 15:22,25
remember 11:19,25 12:7	75:10 81:1	44:18 76:14	16:9 18:13
15:14 45:5	reports 22:21 22:24 23:1	respectfully 81:7	20:13 21:3
remote 1:15 2:1	25:11,21 65:8	respects 53:9	23:6,22 25:5
remotely 1:24 4:1	69:13,17 70:24	respond 4:10 85:21	25:25 26:1
removal 50:5 56:19 59:22	71:1,7	responding 33:24 40:25	27:8 40:21
60:11	representing 69:15	response 43:22 55:9 81:18	43:19 45:4,4
	request 46:5	82:10	46:6 49:2 52:8
	requested 71:16	responsibilities 30:12	52:11 54:5
	required 28:5		56:9 57:13,23
			65:2 67:23
			70:16 71:25
			78:9 82:18,18
			83:10 86:19

[right - shaking]

88:6 rights 1:4 roadmap 41:11 41:23 role 41:9 69:15 86:7 88:13 rolling 4:17 room 25:12 route 20:23 routed 77:4 routine 56:3 rpr 1:22 91:18 rude 4:11 ruling 53:25 running 24:11 rv 50:15 rvs 50:13 56:18	46:19 48:14 55:2 58:6 59:2 70:3,13 73:12 73:18 85:3 says 10:9 17:21 30:1,8 31:10 31:11 39:25,25 43:12,18 45:3 45:17,17 54:4 62:6 64:9 69:18,20 70:16 80:9 scholars 14:11 school 17:2 scientific <u>7:18</u> scolnick 2:12 4:6,15 12:14 12:19,25 13:3 13:10,13 17:4 17:22 24:1,8 24:19 25:4,19 25:25 26:4,8 26:11 61:18 86:20 87:1 scope 30:6 scott 46:12 48:14 54:18 67:17 79:11 seat <u>9:7</u> second 5:19 11:20 24:17 31:19 45:20 59:23 74:5 75:15,25 77:14 80:12 81:3	section 26:24 30:10 50:22 62:6 66:10 68:16 81:14,15 81:17 84:15 85:4,17 89:2 sections 62:7 64:5 see 9:25 16:19 19:3 25:14 28:1 33:11 37:11 40:19 43:18 45:9,11 45:14,21 51:20 52:4,10 54:4 54:14 60:15 69:5 73:12 74:23 75:19 81:4 90:6 seeing 55:18 seem 34:22 38:11 40:13 self 15:23 63:20 semantic <u>73:5</u> send 5:10,20 12:9 13:10,13 17:9 19:8 89:17 90:3 sense 24:18 33:3 42:19 47:20 74:2 85:13 sent 4:21 6:16 19:1,9 26:15 37:18,19,20,23	38:12 40:25 89:14 sentence 59:3 74:5,6 75:15 75:23 80:7,12 81:1,3,3,8 separate 26:24 28:14 29:8,20 34:8 36:5 63:24 70:7,8 71:14 74:20,25 75:4 83:20 separately 25:22 74:15,17 september 24:5 24:11 service 7:1 82:16 83:8 services 49:16 50:9 82:13,21 session 3:5 sessions 3:2 83:10 set 7:14 47:1 62:7 76:13 seth 12:19 setting 36:12 settlement 30:1 30:19 43:7,9 43:16 89:1,5 settling 11:24 several 40:4 68:18 85:19 shaking 42:14
s			
safe 46:14 48:12,15,18 49:10 50:12 51:19,19 52:1 52:24 88:4,5 sake 13:14 29:15 sanitation 60:4 satisfies 39:4 80:6 satisfy 40:12 saw 32:7 89:6 saying 16:7 18:13 25:2,4 25:18,20 29:10 29:14 32:16,20 33:8 43:14			

[she'd - stuff]

she'd 10:10 shelter 48:2,5 49:17,20,22 50:8,15 51:22 53:11 55:23 56:7 57:8,19 57:25 59:5 60:1 61:4 68:24 69:1 71:14 73:7 74:11 76:25 79:3,22 shelters 56:18 58:25 67:23 76:25 78:7,8 shifted 79:16 shop 77:2 shorthand 91:4 showing 58:19 side 15:6 sign 53:16 signature 91:17 significant 34:23 37:9 54:16 signing 25:8 similar 37:7 73:15 simultaneously 23:12 single 18:10 76:20 77:11 sit 12:8 24:13 situation 22:2 53:5 57:11	skadden 15:13 slots 41:18 solely 25:19 41:20 solution 44:15 87:2 solutions 55:23 77:1 solve 64:23 somebody 9:20 12:6 13:18,21 14:23 15:5 16:2,7,9,16 20:22 21:6,7 49:22 58:6 90:8 soon 48:23 sorry 13:1,13 32:18 48:11,22 49:7 61:22 70:2 78:19 sort 28:10 32:6 34:10 46:9 51:23 sought 71:17 sound 88:6 sounds 30:23 41:4 86:13 source 71:6 south 2:6,14 sovereignty 29:12 space 50:24 speak 17:22,24 62:4 71:2	speaking 47:9 84:9 speaks 35:4 68:20 special 9:10 specific <u>10:21</u> 19:10 50:12 74:10 86:13 89:10 specifically 19:20,21 35:9 43:12,14 48:9 49:19,19 53:11 63:17 76:16 specificity 56:2 75:25 specifics 40:24 specify 72:19 speed 67:13 spend 63:8 spent 7:3 spoke 9:8 spoken 9:23 20:5 47:10 spot 29:4 48:16 spreadsheet 5:10 17:10,18 17:22,24 18:6 19:9 23:22 spreadsheets 6:15 ss 91:1 stage 65:3 stake 13:15	stakeholders 86:18 stand 45:5,9,18 start 4:25 5:4 24:11 85:18 86:5 started 48:24 66:6 83:9 starting 28:11 48:17 state 91:1,5 stated 27:3 states 1:1 stenographic... 91:7 step 55:3,3 stepped 54:17 stepping 44:10 stop 10:12 31:3 77:2 strain 40:18 strategy 66:5 66:25 street 2:6,21 50:4 66:25 streets 38:13 55:5 strong 23:8 stuff 4:19 12:3 16:20 20:8 23:21 27:14 58:2 59:17 72:18,24 76:8 89:18

[subject - thing]

subject 21:19 31:4	sure 5:20 11:10 18:22 25:7,22	talk 18:19 19:7 26:8 32:18,24	telling 24:21 27:11
submit 51:3	26:10,20 29:9	35:24 40:23	temporary 27:6
submitted 41:7	32:4 40:16	44:3 55:21	ten 7:3
subsidies 41:3	43:8 45:20	67:9 70:8	tent 49:20 50:3
substance 83:21	51:9 69:12,16	84:25 87:12	50:7 57:18
substantial 34:8,17,20 35:19 44:18	71:17 76:3	88:1,16	60:1
substantive 62:23	82:25	talked 45:25	tents 56:18
substitutions 27:13	surprised 45:7 49:3	57:22 82:3,4	58:24 61:5
suffice 27:2	surprisingly 40:3	talking 9:11	terminology 14:3 73:5
sufficient 57:10 58:3,11 59:9 64:16	switched 55:1,1	12:25 13:8,9	terms 29:12,13
suggest 39:24	sympathetic 27:3 37:2	13:12 19:22	30:6 51:4
suggested 5:6 7:19 13:20 15:8 33:8	46:11,16 47:16	22:24 23:15	62:12 77:25
suggesting 23:2	system 56:8	31:16 42:1	testified 47:11
suggestion 41:6	57:17 58:2,7	44:8 56:23	testimony 47:18 56:25
suggestions 15:7	58:16,21 79:8	65:10,17 70:9	tethered 47:4
suing 68:4	83:11	70:14 80:19	53:11
suitable 6:6	szabo 15:2,16	87:22	text 62:5,11
suite 2:6	36:14 67:19	talks 85:11	textual 74:7
superior 40:2,3	82:3	tax 9:10,11,14	thank 26:19
supposed 66:4 69:10 73:18 74:17,23,25 75:4 78:17 86:22	t	team 6:25 14:9	45:11 72:14
	table 24:23 88:15	18:11,25 19:2	80:24 90:16,18
	tabled 66:3	55:20 64:20	90:19
	take 5:11 6:10 12:1 17:6 18:5 45:12,20 54:3 59:17 60:24,25 88:1 89:6	technological 18:15	theoretically 70:14 75:7,9
	taken 45:2	technology 9:18 20:8	theory 63:19
	takes 23:20 70:5	tell 15:25 21:10 39:12 41:5 46:10 48:1 49:6,9 52:23 53:7 54:5,7 61:7 76:16,17 79:14 89:13,20 90:10	80:3
			thereon 66:14
			thing 5:1 18:9 25:15 32:23 39:1,7 50:11 56:1 63:6 86:10,13 88:7

[things - track]

things 4:23 9:2 13:7 14:8 23:10 25:25 27:16 35:22 40:8,10 59:2 61:19 63:10 68:17,18,19,19 68:22 73:3 74:17,20,25 75:3,4,18 76:14 78:15,22 78:23 79:15,16 79:16 85:18,25 86:3 87:11	28:19 29:7,18 29:24,24,25 31:11,15,18 32:8,9 33:1,4,6 34:2,5,16 35:7 35:15,25 36:1 36:5,21 37:1,7 38:2,3,4,7,16 38:18 39:1,22 40:22 41:1,5,7 42:13 43:7,25 44:10,13,14,17 44:19 46:1 47:5,13,20,22 47:25 48:14 49:16,18,23,25 50:8,19,20,21 50:24,25 51:4 51:8,18 55:11 55:12,22 56:11 56:12,21 57:10 57:13 58:2 59:1,8,9,11,15 59:16,19 61:15 61:25 62:13,18 62:19,20,22 63:8,23 64:14 64:24 65:2,10 65:11,17,21,24 66:10,11,12,15 66:24 67:17 68:12,18,22 69:7,14,15,18 69:20 70:16,19 72:5,7,9,23,24	73:7,20,21,25 74:4,8,19,20,23 74:24 75:3,11 75:14,15,22,24 76:11 77:12,21 77:21 79:19,23 79:25 80:7,9 80:10,13,18 81:18,23 83:6 83:13,16 84:16 84:19,21 85:2 85:17,21 86:5 86:9,24 87:5,6 87:10 thinks 40:2 third 16:17 35:3 thought 12:25 14:5,16,19 23:4 75:14 89:8 thoughts 4:22 thousands 80:16 three 26:24 32:13 34:7 35:18 63:24 74:16,25 75:3 75:4 78:11 throw 15:20 till 51:17 tim 6:23 16:13 time 4:19 21:18 24:21 25:7,12 25:16,21 27:12	29:1 33:9,11 36:9 37:4,13 38:12 40:5 46:15 55:13 57:6,6 59:4,7 59:21 68:11 84:2 timing 22:21,23 23:1 34:14 35:17 62:23 tls 41:3,10,15 41:18 42:8 87:23 today 5:1,2 12:8 24:14 67:8 76:12 together 11:20 15:14 79:12 84:22 85:22,24 86:2 told 89:6 tomorrow 63:6 ton 12:2 tonight 58:8 took 43:21 51:22 77:9 top 24:17 38:14 totally 29:20 88:11 touch 33:15 track 48:12 52:18 58:5 71:20 77:22 78:23,25

[tracked - used]

tracked 42:20 42:21 73:18 78:13,17 79:18 tracking 42:5,6 48:18 49:5,19 49:19 52:17,19 transcribed 4:7 transcript 1:15 4:21,22 26:6 32:6,14 63:16 91:8,10 transparency 21:2 30:21 treatment 59:6 83:22 trial 11:18 47:14 56:25 tried 46:23 58:21 75:8 triggered 63:23 triggers 35:10 true 8:16 16:16 72:1 91:10 truly 30:20 trumps 29:24 try 16:14 22:6 24:10 28:7 29:4 60:18,22 86:3 87:14,18 trying 4:18 25:5 31:15 32:7 36:23 37:15 54:19 56:7 79:7 85:24	turn 32:18 54:24 turned 84:6 two 7:2 25:1 28:14 29:20 41:14 49:5 55:22,22 59:13 59:14 68:18 74:20 type 15:19 58:22 59:19 71:20 89:11 typically 57:5	understand 6:7 6:9 7:6 24:19 24:25 25:23 27:4,6 28:5,17 28:19 29:21 34:3,21 35:5 36:11 38:2 45:21 46:7 47:23 51:17 52:5 53:6,14 56:21,22 64:5 69:19 76:1 80:25 81:19 85:3 87:12 88:14 understanding 28:20 41:17 42:1 47:1,1 49:4 52:1,2 54:22 56:14,23 57:1 70:23 71:4,15,19 73:11 82:24 understands 6:25 understood 25:16 37:18 48:17 undisputed 28:16 unequivocally 39:21 unexpected 34:9,10 35:1	unforeseen 40:8 unhoused 44:10 unilateral 28:24 29:16 33:6 79:10 unique 7:14 14:20 85:10 unit 87:25 89:11 united 1:1 units 35:25 44:21,21 88:25 89:10,23 unrest 37:3 64:2 unsheltered 45:14,15 unsuccessful 77:11 upset 68:3 urge 6:12 urgency 24:25 usc 10:20 11:5 12:24 13:1,8 13:19 14:23 15:4 18:11,18 22:11 use 19:17 20:19 30:17 40:2 44:19 54:19 83:21 88:25 used 88:20
	u		
	u 16:20 ucla 10:20 11:6 11:15 12:2,24 13:1,9,12,19 14:23 15:4 17:2 18:11,18 uh 85:6 ultimately 11:23 16:21 46:8 umhofer 2:4 15:17 umklaw.com 2:7 unclear 41:13 under 27:24 30:18 35:13 39:4 41:19 44:22 53:9 58:23 60:12		

[using - work]

using 66:25 89:10 usually 75:10	w	warranted 26:22 36:2 65:12 waste 29:1 watched 36:18 water 53:9 watson 12:20 way 4:9 12:9 28:3 29:7 31:2 31:17 33:20 40:12 42:24 46:7 48:10,25 49:2 50:6 58:5 62:14 78:4,14 78:15,16 79:6 79:17 82:7 86:3 ways 43:16 76:21 we've 5:6,25 12:23 18:23 20:14 34:7 47:15 49:14 58:19 65:7,8 73:8 75:10 80:4,4 84:4,10 87:5,6 website 17:5 21:12 week 25:1,24 82:12 83:18 weekend 90:20 weeks 24:10 weigh 28:6 29:11	weighed 56:12 welcome 83:16 went 87:6 westwood 12:24 whatnot 41:22 51:13 63:9 76:5 whatsoever 28:1 31:25 when's 27:6 whoever's 67:11 wholesale 45:2 willing 10:1 42:7 48:1 64:21 84:11 wind 15:19 witness 12:15 16:22 woefully 54:20 55:7 wonderful 61:13 word 69:25 84:18 89:21 words 35:11 39:6 work 6:5 8:5 15:4,19 16:8 21:14,23 42:7 55:17 62:15 68:20 69:20 70:17 72:4,19 78:23 82:1
v	wait 77:18,18 81:9 want 4:4,11,16 8:25 15:13 18:2,4,19,22 19:6,12 20:13 20:23 21:6,7 21:14 22:15 26:20 27:18 37:3 40:23 42:6 43:10 44:25 45:1 46:18 51:9 52:6 54:13 55:2,20 58:7,8 58:8,18 61:2 61:19 67:5 70:21 71:8 72:9 74:6 76:15 77:14 81:20,22 82:17 83:18 85:9 86:11,14 wanted 5:20 15:20,23 16:25 19:3 26:1 43:5 56:1 wants 25:22 30:8 40:13 ward 20:1 22:3 22:9 87:17 warn 19:13 warning 36:15		
v 1:6 vacuum 38:21 vague 86:21,25 valeria 42:13 valerie 2:19 5:13 7:9 10:3,4 10:9,18 55:25 56:22 67:10 73:15 76:23 78:19 79:10 80:19 86:17 valerie.flores 2:23 valid 25:23 validity 28:2 variety 44:23 44:24 53:24 77:5 various 6:21 9:2 13:7 35:21 40:25 44:5,6 venn 75:5 verification 30:13,15 41:13 versus 81:24 view 6:4 54:11 54:12 62:1 64:4 volume 4:9 volunteered 15:23			

[work - zero]

84:21 85:22	13:17,25 14:12
86:2	14:21 15:24
worked 11:22	16:11 17:25,25
20:7 21:10	18:21 21:9,25
70:20	22:2 23:5 24:6
workers 56:5,6	26:7 27:25,25
77:24	28:22 33:13
working 5:24	34:2 37:18
41:18 42:17	41:17 43:11,21
51:24 69:11	44:1,16 45:24
70:25 82:5	47:22 51:7,14
87:8,9	51:15,16 56:16
world 50:22	57:16 58:10
74:3 78:23	59:1 60:9 62:4
79:21	64:10,24 66:17
worthwhile	66:20 69:18
68:12	72:5 73:1 75:2
wound 63:20	76:6,9 77:15
wrap 89:7	77:20 78:3,4
writing 77:10	78:18 79:19
written 76:3	81:16 85:16
78:16 79:6,7	88:7,24 89:4
79:18	89:13
wrong 23:4	year 35:19
43:22 57:3,3	53:19 64:3
wrote 49:22	years 5:9 11:17
74:13 76:1	36:13,15 49:5
79:10	78:12 82:4
x	85:19 86:6,8
x 3:1	york 15:8
y	z
yeah 7:8 10:15	zero 23:14
11:1,7,10	24:14 51:9,12
12:12,18 13:2	

Exhibit C

From: [Daniel B. Garrie](#)
To: [Arlene Hoang](#)
Cc: [Scolnick, Kahn A.](#); [Hamburger, Bradley J.](#); [Valerie Flores](#); [Jessica Mariani](#); [Elizabeth Mitchell](#); [Michele](#); [Sonya Morgan](#); [Daniel B. Garrie](#)
Subject: Re: LA Alliance- Request for Information
Date: Sunday, September 28, 2025 10:37:06 AM

This Message Is From an External Sender

This message came from outside your organization.

Counsel Hoang,

Law & Forensics' professional fees are based on the following discounted hourly rates:

- Daniel Garrie, Partner, \$750/hour (\$900/hour)
- Michael Mann, Director - \$675/hour (\$800/hour)
- Morgan Ward Doran, Director - \$675/hour (\$800/hour)
- J-Michael Roberts, Director - \$650/hour (\$750/hour)
- Jennifer Deutsch, Senior Associate - \$525/hour (\$650/hour)
- Sonya Morgan, Associate/Project Manager - \$325/hour (\$475/hour)
- Dean Corn, Senior Technical Analyst - \$475/hour (\$550/hour)
- Philip Corn, Technical Analyst - \$350/hour (\$450/hour)
- Alex Oz, Analyst - \$225/hour (\$300/hour)

Law & Forensics will not charge the city for hard travel costs (e.g., airfare, lodging, or related expenses).

At this stage, it is very difficult to provide a precise budget. The scope and effort required will depend heavily on the current state of the City's data, systems, and documentation, as well as the specific directives from the Court. Once Law & Forensics has greater clarity regarding the systems in place and the expectations under the Court's order, we will provide a more concrete estimate.

For transparency purposes I am including the Special Master and Counsel Mitchell. I spoke briefly with Judge Carter briefly informing him I had heard from the City and during that call he requested that I keep Special Master Martinez in the loop. Until the rules of engagement are confirmed, it is my preference to not have communications without having all parties involved and the Special Master.

Please going forward keep Sonya Morgan (cc'd) from my team in the loop so that I do not miss any critical emails.

Respectfully yours,
Daniel B. Garrie

Daniel B. Garrie, Esq.

Founder, Law & Forensics LLC
Neutral, Arbitrator, Mediator, JAMS
Adjunct Lecturer at Harvard

Phone: 855-529-2466; Email: daniel@lawandforensics.com; Web: www.lawandforensics.com

Discover L&F's world-class [Expert Witness panel](#) delivering critical testimony in high-stake cases.

Schedule a meeting https://calendly.com/danielgarrie/catchup_dgarrie

daniel@lawandforensics.com

Confidentiality Statement: The information in this transmission is privileged and confidential information intended to use the individual or entity named above. If the reader of this message is not the intended recipient, you are at this moment notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and delete it. Thank you.

From: Arlene Hoang <arlene.hoang@lacity.org>

Sent: Friday, September 26, 2025 10:11 PM

To: Daniel B. Garrie <Daniel@lawandforensics.com>

Cc: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Valerie Flores <valerie.flores@lacity.org>; Jessica Mariani <jessica.mariani@lacity.org>

Subject: LA Alliance- Request for Information

Dear Mr. Garrie,

This morning the Los Angeles City Council continued consideration of the monitor selection in the *LA Alliance* case to next Wednesday, October 1, 2025. Please reply to this email and provide in writing the identities of your proposed team members, the rates for each, and a proposed budget. We would appreciate receipt of this information by Monday morning, September 29, given our limited time frame. Thank you.

Arlene Hoang
Deputy City Attorney
Office of the Los Angeles City Attorney
Business and Complex Litigation Division
200 N. Main Street, Room 675
Los Angeles, CA 90012
T: 213-978-7508
F: 213-978-7011
Arlene.Hoang@lacity.org

*****Confidentiality Notice *****

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

Exhibit D

From: [Daniel B. Garrie](#)
To: [Scolnick, Kahn A.](#); [Elizabeth Mitchell](#)
Cc: [Hamburger, Bradley J.](#); [Jessica Mariani](#); [Arlene Hoang](#); [Michele](#); [Sonya Morgan](#); [Daniel B. Garrie](#)
Subject: Re: Next Steps for Data Monitors
Date: Friday, October 17, 2025 6:33:52 AM
Attachments: [image001.png](#)

This Message Is From an External Sender

This message came from outside your organization.

Counsel,

Thank you for sharing your objections. I appreciate your input and recognize the concerns you have raised. As noted, Special Master Martinez (cc'd) will communicate this matter to the court.

In the meantime, I intend to continue with the work until instructed otherwise by the court. Please be advised that me and the LnF team have met with the controller and their team and we are moving forward.

Please let me know if you have further questions or concerns, and I will do my best to address them promptly.

Thank you for your attention to this matter.

Data Monitor Garrie

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Friday, October 17, 2025 3:12 AM

To: Daniel B. Garrie <Daniel@lawandforensics.com>; Elizabeth Mitchell <elizabeth@umklaw.com>

Cc: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Michele <michele@michelecmartinez.com>

Subject: RE: Next Steps for Data Monitors

Mr. Garrie, thanks for your email. The City maintains its objection to your selection and appointment as a monitor in this case—including because the City Council has not approved your selection. The City also maintains its objections to the scope of work and any fees you charge. The City reserves all rights with respect to these issues. The City is considering whether to appeal from the appointment order and to seek a stay of that order pending appeal.

Thank you.

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Daniel B. Garrie <Daniel@lawandforensics.com>

Sent: Thursday, October 16, 2025 9:29 AM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Cc: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Michele <michele@michelecmartinez.com>; Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: Re: Next Steps for Data Monitors

Counsel,

Attached for your convenience is a copy of the Court's Appointment Order. It is an honor and a privilege to work with everyone here in this matter.

Please confirm that you acknowledge and agree to the following:

- My hourly rates are as set forth in the Appointment Order and my prior correspondence regarding the LnF team rates.
- Invoices will be issued monthly and are payable within 30 days (net-30).
- Consistent with the Order, I am authorized to commence work immediately, and I will proceed accordingly upon receipt of your acknowledgment.

If you are unable to reach me directly, please contact Sonya Morgan, at smorgan@lawandforensics.com.

Please confirm receipt and affirm that you do not object to the above as soon as possible, but certainly today, as I need to inform the court if there are any issues.

Again, it is an honor and a privilege to work with everyone here in this matter.

Best regards,
Daniel Garrie

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Thursday, October 2, 2025 7:37 PM

To: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; ron@rongalperin.com <ron@rongalperin.com>; Daniel B. Garrie

<Daniel@lawandforensics.com>; Daniel B. Garrie <Daniel@lawandforensics.com>

Cc: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani
<jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>

Subject: RE: Next Steps for Data Monitors

Thanks for the update.

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Wednesday, October 1, 2025 2:24 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; ron@rongalperin.com; Daniel B. Garrie
<Daniel@lawandforensics.com>; Daniel B. Garrie <Daniel@lawandforensics.com>

Cc: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani
<jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>

Subject: RE: Next Steps for Data Monitors

Hi Liz, Ron, and Daniel. We wanted to let you know that the City Council continued consideration of the Monitor question until next Tuesday to give the members additional time to review and consider the selection. We are optimistic that there will be no further continuances past next Tuesday.

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Friday, September 26, 2025 12:47 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; ron@rongalperin.com; Daniel B. Garrie
<Daniel@lawandforensics.com>; Daniel B. Garrie <Daniel@lawandforensics.com>

Cc: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani

<jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>

Subject: RE: Next Steps for Data Monitors

Dear Liz/all: We want to update you that although the monitor selection was agendized for Council to consider during today's regular scheduled meeting (item 21 on the agenda), this morning Council continued the item to allow for time to obtain additional information from the proposed monitors. We understand the item has been continued to next Wednesday, October 1, 2025, for Council's consideration.

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Wednesday, September 24, 2025 10:09 AM

To: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Daniel B. Garrie <Daniel@lawandforensics.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; ron@rongalperin.com

Cc: Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: RE: Next Steps for Data Monitors

Kahn,

Thank you for confirming this is moving forward. However, I don't appreciate the condescending remarks. I've been sending emails for weeks with no response from the

City, including the issues we discussed on Monday, which is unfortunate and suggests the City's goal here is to slow-walk its obligations.

We'll review the SOW, which appears to be materially different from what was discussed last week, and send our comments.

Thanks,

Liz

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Wednesday, September 24, 2025 10:01 AM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Daniel B. Garrie <Daniel@lawandforensics.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; ron@rongalperin.com

Cc: Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: RE: Next Steps for Data Monitors

Hi Liz. We really need to try to take the temperature down. Brad responded to Daniel's email last Thursday afternoon, noting receipt, and indicating that the City needed to review it (you were copied on that email). We then had a lengthy Zoom call with you on Monday afternoon about something else; you didn't inquire about the status of the monitor issue or suggest it was so urgent as to warrant the threat of an ex parte application less than 48 hours later. In the meantime, members of our team have been celebrating Rosh Hashanah, and the Council has also been in recess yesterday and today due to the holiday. Nonetheless, yesterday morning, this issue was put on the agenda for this Friday's council meeting (see item #21, <https://lacity.primegov.com/Portal/Meeting?meetingTemplateId=145640>).

We also prepared the attached proposed scope of work for the monitor, for everyone's review and comment.

Thanks.

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Wednesday, September 24, 2025 8:57 AM

To: Daniel B. Garrie <Daniel@lawandforensics.com>; Hamburger, Bradley J.

<BHamburger@gibsondunn.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; ron@rongalperin.com

Cc: Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: Re: Next Steps for Data Monitors

City folks: where are we on this? Are contract negotiations under way? I havent seen anything submitted to council for approval nor has there been any response to mine or Daniel's emails for a week at least that I have seen.

Please provide status today or I will be filing an ex parte application tomorrow to move this forward.

Thanks.

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

From: Daniel B. Garrie <Daniel@lawandforensics.com>

Sent: Thursday, September 18, 2025 1:19:17 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Hamburger, Bradley J.

<bhamburger@gibsondunn.com>; Scolnick, Kahn A. <kscolnick@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>;

ron@rongalperin.com <ron@rongalperin.com>

Cc: Daniel B. Garrie <Daniel@lawandforensics.com>

Subject: Re: Next Steps for Data Monitors

Counsel Mitchell, Thanks for confirming receipt of the email and for bringing that to my attention. The proposal should be adjusted to reflect those points.

Counsel Hamburger, I hope all is well. Would you please confirm receipt of the email and the attachment at your earliest convenience?

Thanks,

Daniel

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Thursday, September 18, 2025 10:11 PM

To: Daniel B. Garrie <Daniel@lawandforensics.com>; Hamburger, Bradley J.

<bhamburger@gibsondunn.com>; Scolnick, Kahn A. <kscolnick@gibsondunn.com>; Jessica Mariani

<jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>;

ron@rongalperin.com <ron@rongalperin.com>

Subject: RE: Next Steps for Data Monitors

Thanks Daniel. Your "Verification Framework" is consistent with my review of the order and the intention underlying Section 7.2. A couple of additional notes (from page 50 of the Order): The monitor should "have full access to the data that the City uses to create its reports to the Court," should provide "public reports on data compliance," and "review and provide guidance on public accessibility to the [service provider] contracts and invoices."

Best,

Liz

From: Daniel B. Garrie <Daniel@lawandforensics.com>

Sent: Thursday, September 18, 2025 12:45 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Hamburger, Bradley J.

<bhamburger@gibsondunn.com>; Scolnick, Kahn A. <kscolnick@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; ron@rongalperin.com
Cc: Daniel B. Garrie <Daniel@lawandforensics.com>
Subject: Re: Next Steps for Data Monitors

Dear all,

Thank you all for your ongoing collaboration on this important matter. I appreciate Counsel Mitchell bringing everyone into the conversation and the collective effort that has gone into advancing the data monitors project. I've been in communication with the Court, and the expectation remains clear: the parties are to meet the timeline outlined in the Court's order, including onboarding the first data monitors ahead of the November 12, 2025 hearing. This also relates to the City's self-reported quarterly data, which will be subject to review.

I understand that formal engagement is contingent on Council approval. In support of this process, I am sharing my initial proposal for your consideration. Once Council action is taken, I am prepared to work with Mr. Ron Galperin and others to finalize agreement terms and move forward in alignment with the Court's directives.

As part of my ongoing coordination with the Court, I'll be providing an update that includes this communication, reflecting the constructive steps underway and reinforcing our shared commitment to meeting the timeline.

Next steps: Please review the proposal and provide your anticipated timeline for Council consideration. Your input is valuable as we navigate these next steps together, so if you have any questions or suggestions as we proceed, please let me know. I am also available to clarify any aspects of the proposal or roles as needed.

Looking forward to working together to ensure a smooth process.

Best,

Daniel

Daniel B. Garrie, Esq.

Founder, Law & Forensics LLC

Neutral, Arbitrator, Mediator, JAMS

Adjunct Lecturer at Harvard

Phone: 855-529-2466; Email: daniel@lawandforensics.com; Web: www.lawandforensics.com

Discover L&F's world-class [Expert Witness panel](#) delivering critical testimony in high-stake cases.

Schedule a meeting https://calendly.com/danielgarrie/catchup_dgarrie

daniel@lawandforensics.com

Confidentiality Statement: The information in this transmission is privileged and confidential information intended to use the individual or entity named above. If the reader of this message is not the intended recipient, you are at this moment notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and delete it. Thank you.

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Wednesday, September 17, 2025 5:41 PM

To: Hamburger, Bradley J. <bhamburger@gibsondunn.com>; Scolnick, Kahn A. <kscolnick@gibsondunn.com>; Jessica Mariani <jessica.mariani@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Daniel B. Garrie <Daniel@lawandforensics.com>; ron@rongalperin.com <ron@rongalperin.com>

Subject: Next Steps for Data Monitors

You don't often get email from elizabeth@umklaw.com. [Learn why this is important](#)

Hi all:

I wanted to put us all on a single email chain. City folks: please confirm that you are working with Daniel and Ron on agreement terms and let us know what the next steps are in terms of finalizing the agreement, including timeline for council approval.

Additionally, to the extent scope of work is being negotiated, the Alliance (and probably intervenors) should be included. To the extent the scope is kept vague because I'm sure Ron and Daniel need to dive in to understand the details, that's fine with us (and probably the right call) but we would still like to see the language.

I can be free today to jump on a call if needed.

Thanks,

Liz

Elizabeth A. Mitchell

Partner



Phone: (213) 394-7979

Email: elizabeth@umklaw.com

Office at the ROW DTLA

767 S. Alameda St., Suite 270

Los Angeles, CA 90021

[UMKLaw on LinkedIn](#)

www.umklaw.com

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

This message may contain confidential and privileged information for the sole use of the intended recipient. Any review, disclosure, distribution by others or forwarding without express permission is strictly prohibited. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

This message may contain confidential and privileged information for the sole use of the intended recipient. Any review, disclosure, distribution by others or forwarding without

express permission is strictly prohibited. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

This message may contain confidential and privileged information for the sole use of the intended recipient. Any review, disclosure, distribution by others or forwarding without express permission is strictly prohibited. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

CAUTION: This email originated from outside Law & Forensics's Email System. Please make sure you recognize the sender and know the content is safe before you click on any links or open any attachments.

Notice: Do not change any Wire Instructions without first checking with Law & Forensics by phone.

Exhibit E

From: [Elizabeth Mitchell](#)
To: [Scolnick, Kahn A.](#); [Matthew Umhofer](#); [Shayla R. Myers](#); mhashmall@millerbarondess.com; jtokoro@millerbarondess.com; lbrody@millerbarondess.com
Cc: [Evangelis, Theane](#); [McRae, Marcellus](#); [Hamburger, Bradley J.](#); [Adler, Daniel R.](#); [Biché, Tim](#)
Subject: RE: LA Alliance v. City of LA; ex parte notice
Date: Wednesday, October 22, 2025 1:26:30 PM

This Message Is From an External Sender

This message came from outside your organization.

Hi Kahn –

We acknowledge notice and intend to oppose. We will agree you've met your obligations under 7-19.1 and don't need to get on the phone to discuss further. If there is more to discuss, however, please feel free to call my cell before 2pm or after 4pm.

Thanks,
Liz

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>
Sent: Wednesday, October 22, 2025 1:18 PM
To: Matthew Umhofer <matthew@umklaw.com>; Elizabeth Mitchell <elizabeth@umklaw.com>; Shayla R. Myers <smyers@lafla.org>; mhashmall@millerbarondess.com; jtokoro@millerbarondess.com; lbrody@millerbarondess.com
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus <MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Adler, Daniel R. <DAdler@gibsondunn.com>; Biché, Tim <TBiche@gibsondunn.com>
Subject: LA Alliance v. City of LA; ex parte notice

Counsel,

In accordance with Central District Local Rule 7-19.1, please take notice that the City intends to apply ex parte for an order staying the appointment of Daniel Garrie as monitor pending the City's appeal of that order to the Ninth Circuit. The City anticipates filing that application tonight. In accordance with Judge Carter's courtroom procedures, any opposition to the City's ex parte application must be filed not later than 24 hours after the City serves its application electronically.

Please let us know if you are available this afternoon—between 230 and 5—for a call to discuss the City's ex parte application further, including whether your clients intend to oppose the application. Matt/Liz, if it's too difficult to get a critical mass, I could also just call you directly when you're free.

Thanks.

Kahn A. Scolnick

T: +1 213.229.7656
KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

This message may contain confidential and privileged information for the sole use of the intended recipient. Any review, disclosure, distribution by others or forwarding without express permission is strictly prohibited. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

1
2
3
4
5
6
7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 LA ALLIANCE FOR HUMAN RIGHTS,
11 et al.,

12 Plaintiffs,

13 v.

14 CITY OF LOS ANGELES, a Municipal
entity, et al.,

15 Defendant.
16
17
18
19

CASE NO. 2:20-cv-02291 DOC (KES)

Honorable David O. Carter,
United States District Judge

**[PROPOSED] ORDER GRANTING
DEFENDANT CITY OF LOS
ANGELES'S EX PARTE
APPLICATION FOR STAY OF
ORDER APPOINTING DANIEL
GARRIE AS MONITOR PENDING
APPEAL**

1 Before the Court is Defendant City of Los Angeles's ex parte application for a
2 stay of the order appointing Daniel Garrie as monitor pending appeal. Having reviewed
3 the Application, and good cause appearing, the Court orders as follows:

4 **IT IS HEREBY ORDERED** that:

5 The order appointing Mr. Garrie, Dkt. 1048, is stayed pending the City's appeal
6 from that order.

7 IT IS SO ORDERED.

8
9 Date: _____

10 Hon. David O. Carter
11 United States District Judge
12 Central District of California
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28