

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION - LOS ANGELES)

LA ALLIANCE FOR HUMAN RIGHTS,) CASE NO: 2:20-CV-02291-DOC-KESx
ET AL.,)
) CIVIL
Plaintiffs,)
) Los Angeles, California
vs.)
) Wednesday, October 16, 2024
CITY OF LOS ANGELES, ET AL.,)
) (9:01 a.m. to 11:06 a.m.)
Defendants.)

HEARING RE SETTLEMENT AGREEMENT COMPLIANCE [DKT.NO.767]

BEFORE THE HONORABLE DAVID O. CARTER,
UNITED STATES DISTRICT JUDGE

APPEARANCES:

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1 Los Angeles, California; Wednesday, October 16, 2024; 9:01 a.m.

2 --oOo--

3 **THE COURT:** We're in session on Case No. 20-02291, LA
4 Alliance versus the City, County, et al. And, counsel, if you
5 just remain seated and make your appearances, please.

6 **MS. MITCHELL:** Good morning, Your Honor, Elizabeth
7 Mitchell on behalf of plaintiffs.

8 **MR. UMHOFFER:** Good morning, Your Honor, Matthew
9 Umhofer, Diane Bang also on behalf of plaintiffs.

10 **MS. HASHMALL:** Good morning, Your Honor, Mira
11 Hashmall for the County of Los Angeles.

12 **THE COURT:** Morning.

13 **MS. BRODY:** Lauren Brody also for the County of Los
14 Angeles.

15 **THE COURT:** All right.

16 **MS. MARIANA:** Good morning, Your Honor, Deputy City
17 Attorney Jessica Mariana on behalf of the City of Los Angeles.

18 **THE COURT:** Good morning.

19 **MS. HOANG:** And good morning, Your Honor, Arlene
20 Hoang, Deputy City Attorney.

21 **THE COURT:** Good morning, how you doing?

22 **MS. MYERS:** Good morning, Your Honor, Shayla Myers on
23 behalf of the intervenors.

24 **THE COURT:** I've invited both special masters,
25 Michelle Martinez and Judge Gandhi to join me on the bench this

1 morning, because much of their conversations have been with you
2 as parties and I get that information back on occasion from
3 them, if it's appropriate.

4 I'd like to turn to the first matter this morning
5 regarding the issue raised by LA Alliance concerning the City
6 and County, it would be a docket filed, plaintiff's position
7 concerning proposed City bed plan. And the brief summation in
8 that document is that the plaintiffs are in receipt of the City
9 of Los Angeles proposed bed plan, requesting migration of the
10 2,500 beds from the 2020 City/County MOU road map agreement,
11 which expires at the end of this fiscal year and to the
12 Alliance agreement which expires in 2027.

13 The document goes on to state that plaintiff's
14 understanding the City's requesting the migration because the
15 County will stop funding these beds pursuant to the expiration
16 of the agreement and the City cannot otherwise afford to
17 maintain 4,100 beds.

18 Just a moment.

19 The -- also the review of the issues highlighted by
20 the LA Alliance concerning the County's quarterly status
21 reports, particularly regarding the adequacy of the data
22 provided. I think the reference back to that is as much as the
23 Court would like to say concerning the motion, so I'm going to
24 turn this over to LA Alliance.

25 **MR. UMHOFFER:** Your Honor, we need a couple of moments

1 to work on --

2 **THE COURT:** Okay.

3 **MR. UMHOFFER:** -- to just get things up on the screen
4 here.

5 **THE COURT:** Fine.

6 **MR. UMHOFFER:** So I apologize for the delay.

7 **(Pause)**

8 **MS. MITCHELL:** Thank you, Your Honor. So regarding -
9 - we'll take the second issue first if the Court's okay with
10 this, the issues that we've raised regarding the data
11 sufficiency that's come from the County.

12 We have been meeting and conferring on these issues
13 since at least --

14 **THE COURT:** Would you move that microphone a little
15 bit closer and just a little slower.

16 **MS. MITCHELL:** I'll move myself closer, how's that
17 sound?

18 **THE COURT:** Okay. Thank you.

19 **MS. MITCHELL:** We've been meeting and conferring on
20 these issues since at least April of 2024, so the last six
21 months. And we raised a number of issues back in a hearing in
22 April. We subsequently met and conferred with the County in
23 May. They were supposed to be providing some information to
24 us, they didn't. We followed up by e-mail, we got no response.

25 Ultimately in August we were planning on going

1 forward with a motion to compel when the County sort of re-
2 engaged and we have been involved in a couple of meet and
3 confers since then about the data sufficiency and if I can just
4 take the Court back real quick to why this is important.

5 Because the City and County agreements were designed
6 to work together, you have the City putting up beds and you
7 have the County providing services. The County also is
8 providing 3,500 mental health beds, but equal or more important
9 to those beds are the services that the County is providing
10 partnering with both the City outreach teams and providing the
11 City projects. Because without those services, people truly
12 are just being warehoused, will never recover, and oftentimes
13 end up back in the streets.

14 So that -- those services are so crucial to the
15 recovery and the progress that is intended to be made under
16 these agreements.

17 Now, the problem is, and what we have raised with the
18 County is anecdotally we are being told both by service
19 providers and by outreach folks that those services are not
20 hitting the streets. That the outreach workers are not able to
21 directly access these departments as they are required to do
22 under the agreement, that services are not being provided to
23 the City projects to individuals in these City projects, both
24 the interim and the permanent supportive housing projects.

25 So we have raised these issues and have asked for

1 additional data by the County to support their contention that
2 they are complying with the agreement. And we have been
3 waiting for that data, we have been talking about it for the
4 last six months. We still don't have satisfactory responses to
5 those.

6 And so we have engaged directly with the City as
7 well. The City was part of the meet and confer last week, has
8 raised similar concerns. And so what we would like from the
9 Court on this issue and I'm happy to go by one-by-one, but I
10 think a more efficient way to do this is just an order by the
11 Court to be done with this meet and confer to have the data,
12 the answers by a date certain so that we can move forward with
13 either a motion to compel or be satisfied.

14 **THE COURT:** Okay.

15 **MS. MITCHELL:** The concern, Your Honor, if I can just
16 add one more thing is that, you know, the County agreement is
17 for a lesser period of time than the City agreement. And it
18 does feel at some point like we're going to be meeting and
19 conferring throughout the pendency of this agreement, while it
20 never does what it's intended to do.

21 And those services, to get to those City projects are
22 so crucial for the success. And to this day, we still do not
23 have evidence that it is happening. And I think we've heard
24 concerns from the auditors. We certainly heard concerns from
25 the special master who's been present on scene and we don't

1 have the information from the County to support -- that those
2 services are making their way both to the street through
3 outreach workers and to the City projects and we would like
4 some final resolution to this issue.

5 **(Pause)**

6 **MS. MITCHELL:** Your Honor, Mr. Umhofer is going to
7 talk about the evidentiary hearing issue if the Court wants to
8 move onto that or we can address the data issues first.

9 **THE COURT:** Either one.

10 **MR. UMHOFFER:** Thank you, Your Honor. I'd like to be
11 able to present this and I'm pushing all the right buttons here
12 for presenting from counsel table here that the PowerPoint's
13 ready to go, but we're still seeing the remote folks instead.

14 **THE COURT:** Just move that microphone closer to you.

15 **MR. UMHOFFER:** Yes, of course, Your Honor.

16 **THE COURT:** Thank you.

17 **(Pause)**

18 **MR. UMHOFFER:** I'm going to try from the lectern here,
19 see if that works better.

20 **(Pause)**

21 **THE COURT:** If you're going to put up a display, do
22 we need -- oh, do we need to have a --

23 **MR. UMHOFFER:** I'd like this to be full screen. I
24 just saw it for a moment there on the big screen.

25 **THE COURT:** Okay.

1 **MR. UMHOFFER:** Great, thank you, Your Honor, for your
2 patience there.

3 **THE COURT:** Okay. All right.

4 **MR. UMHOFFER:** So, Your Honor, we're here about beds
5 and for people like this and this is a scene that could be
6 playing out today on any street down near 7th and San Pedro,
7 but this is from the LA Times 1985. This is also a photograph
8 from 1985 of a person sleeping, just outside this court. And
9 looking up at city hall there. That's from the LA Times in
10 1984. This is the LA -- this is in the LA Times in 2024, 40
11 years later, we're still dealing with people living on the
12 streets rather than getting into beds.

13 And this is on the City and County's watch for four
14 decades. Not enough beds, not enough services. So what we
15 want to focus on today is the importance of enforcing the
16 settlement agreements that we've entered into to solve this
17 decades long problem of there not being enough beds, shelter or
18 housing and services for people within the City and County of
19 Los Angeles.

20 And we wanted to talk about two things today. The
21 first thing that I'm going to talk about is and the thing I'm
22 going to talk about is the City's proposed violation of its
23 settlement agreement in this case, a violation which will
24 reduce the number of beds the City already committed to create
25 by 2,500.

1 The second thing we wanted to talk about was already
2 spoken to by Ms. Mitchell, the County's apparent violations of
3 the settlement agreement reached with the County which we are
4 still in the process of -- we were desperately seeking to
5 conclude so that we can bring that matter to the Court's
6 attention, but let's focus on the City's proposed violation of
7 the agreement.

8 And it's important, Your Honor, to go back to 2020.
9 This is the road map, the freeways agreement. In 2020, before
10 the settlement -- the City settlement was entered into in this
11 case, the City separately committed with the County to the
12 creation of 6,700 new beds. That was a commitment the City and
13 County made to each other, arising out of this case to create
14 6,700 new beds.

15 So we're going to do some math here and I just want
16 to be very clear about the math and I'll provide this
17 PowerPoint, a PDF of this PowerPoint to the Court and all the
18 parties so that everybody has it. So you don't necessarily
19 need to write it all down.

20 **THE COURT:** All right. Thank you.

21 **MR. UMHOFFER:** So that road map settlement. Already
22 in existence as of 2020, 6,700 beds. Then comes the City's
23 settlement agreement in 2022 and as part of that settlement
24 agreement, this is the settlement agreement with the City,
25 Section 3.1, the City agrees to create a required number of

1 housing or shelter solutions rooted in the pic count,
2 ultimately determined to be about 1,200 -- 900 -- 12,915 beds.

3 And the key word here in Section 3.1 is create. You
4 can't create something that already exists. The 6,700 beds
5 already exists under the road map freeways agreement. So it's
6 really important that the City committed to creating an
7 additional 12,915 beds in 2022, beyond what already existed and
8 what already existed included the road map 6,700.

9 So we have the 6,700 already created in 2022 and a
10 City commitment, under our settlement agreement, to an
11 additional 12,915 beds. Those are not disputed numbers.
12 Mr. Szabo stood up in court and talked about those some weeks
13 ago.

14 So you add all those up, arising out of this case,
15 City commitments to 19 -- City and County commitments include
16 what -- when you include the road map settlement to 19,615
17 beds.

18 Now, here's what the City's proposing to do which is
19 a violation of Section 3.1 of our agreement. They want to take
20 2,500 beds from that road map settlement and not to continue to
21 fund those beds independently, but to count them toward the
22 City settlement.

23 So they're going to borrow 2,500 beds from the road
24 map beds and reduce the number of beds that they are seeking to
25 create under our agreement. So you're taking that only 4,200

1 road map beds just continue, 2,500 get ported over into our
2 settlement agreement, reducing the number of new beds created
3 under the 2022 settlement agreement by 2,500 beds. This is
4 what the City is proposing to do.

5 And what that does overall, we've got those original
6 numbers that I just showed you, but here's the effect of the
7 proposed plan by the City. It's going to essentially continue
8 the 4,200 separately and continue to fund those, but it wants
9 to borrow those 2,500, an additional 2,500 from the road map
10 settlement, reduce that amount of beds that it was going to
11 create under the 2022 settlement and thereby reduce the total
12 number of beds by 2,500 that are being created under this
13 agreement -- under this case and under our agreements in this
14 case. And again, that violates Section 3.1 which required the
15 City to create new beds, 12,915. They now only want to create
16 10,215 I believe is the number, to 10,415 beds.

17 So they're reducing the number of beds they're
18 creating. The City is not creating the required number of
19 beds, they're reducing the number of beds that they committed
20 to creating.

21 Reducing that 19,000 number down to 17,000, at a time
22 when we need more than even the 19,000. Why? We know why,
23 Mr. Szabo told the Court why, because the County refuses to
24 continue to fund those road map beds as it committed to, in the
25 memorandum agreement.

1 Now, I don't mean to belabor this, but here's the
2 transcript. Mr. Szabo laid it out clearly, and I want to
3 preface this by saying Mr. Szabo was very diplomatic and very
4 politic about this, but there's no question that the County's
5 refusal to continue to fund those road map beds at the level
6 they had under the road map agreement is causing the City to
7 have to reduce the number of beds it's creating.

8 Mr. Szabo says,

9 "The County contributed for a period of five
10 years under the settlement, under the road map
11 settlement agreement \$60 million a year to pay for
12 those services."

13 He then said,

14 "As the Court knows the freeway agreement
15 expires this year, so we've received our last check
16 from the County to subsidize those services."

17 And then he said,

18 "Overnight at the end of this fiscal year with
19 the loss of the County's \$60 million, and the
20 increase of the bed rate, we're going to be
21 looking at a payout of \$150 million to add no new
22 beds and provide no additional services, just to
23 keep open what we have open."

24 And so as a result of that, Mr. Szabo proposed for
25 the remaining 2,500, our proposal will be to extend those 2,500

1 of those 4,100 agreement beds under the new regime. That is
2 that move that I just talked about, that move of the 2,500 beds
3 into the 2022 agreement, thereby reducing the number of new
4 beds to create, allow our final calculation from that 12,000,
5 it's actually 12,915 to include preserving 2,500 road map beds
6 because the County isn't continuing to fund the road map beds.
7 That's what he said in court.

8 Now, we have a factual dispute on this issue because
9 County counsel got up and said this,

10 "The agreement between the City and the County
11 was a term of years, so it was always contemplated
12 that it would expire and the County says, this
13 County would continue to provide resources for
14 those beds."

15 But Mr. Szabo is saying, they're not. Mr. Szabo is
16 saying they're not going to continue to provide the \$60 million
17 a year. And so County counsel said again,

18 "I don't think it's an issue of the County
19 stopping."

20 But the City says it is an issue of the County
21 stopping. This is what the City said. This is what Mr. Szabo
22 said.

23 "The freeway agreement expires this year. We've
24 received our last check and that's why they want
25 those 2,500 beds."

1 Now, I wanted to point out to the Court, and I
2 apologize for covering this, but there was a very recent
3 resolution that arrived by the City council that came up just
4 recently after one of our hearings on this subject. And the
5 City council was addressing this very issue and passed a
6 resolution signed by many members of the City Council saying
7 the City Council urges the Board of Supervisors to direct their
8 departments to cover the full cost to operate and service all
9 city beds and units created before and after the road map
10 agreement.

11 So we have additional evidence there, Your Honor,
12 that the City's asking the County to keep funding those road
13 map beds, and they're not doing it. So we've got Mr. Szabo and
14 now the City Council saying, hey, County -- if the County
15 doesn't continue to fund these beds, we're going to need to
16 borrow 2,500 beds and reduce the number of beds we're creating.

17 So those are the facts in the record right now, so
18 why do we need an evidentiary hearing? We need to develop
19 facts on these two questions. Does the City's proposal to port
20 those -- borrow those 2,500 beds and thereby reduce the total
21 number of beds by 2,500 that they propose to create originally,
22 does that violate the settlement agreement?

23 And potentially develop facts around the question of
24 whether the County's refusal to continue to fund those violates
25 the County's settlement agreement as well. We needs facts in

1 order to do that.

2 What's going to happen after I do this is that this
3 County is going to stand up and make several factual
4 representations. Those need to be tested.

5 **THE COURT:** I'm sorry, you dropped your voice. Those
6 need to be?

7 **MR. UMHOFFER:** Those need to be tested. We do not
8 accept counsel's proffer on these issues. We need to hear from
9 City officials in an evidentiary hearing. We need to hear from
10 County officials and we need to hear from supervisors and
11 Council members on this issue.

12 The City Council just passed a resolution on this
13 issue. There are facts to be developed on this and we need to
14 fundamentally ask the question why won't the County continue to
15 fund those road map beds.

16 What the County will say and what they've already
17 said is because we don't have to. Because it was always
18 contemplated that that agreement would expire. Now, that cuts
19 in two directions. It also raises questions about the City
20 knowing that this was coming, committing in 2022 to 12,915 beds
21 and then suddenly wanting to reduce that by 2,500 beds. So
22 this is why we're here.

23 We're trying to put an end to the dysfunction that's
24 led to 40 years of this. And that's why we need this
25 evidentiary hearing and that's why we ask the Court to order

1 one. Thank you, Your Honor.

2 **THE COURT:** All right. If you'd make that PowerPoint
3 available to the Court I'll docket that.

4 **MR. UMHOFFER:** Yes, Your Honor.

5 **THE COURT:** Let me turn to the County first instead
6 of the City attorneys for just a moment.

7 **MS. HASHMALL:** Thank you, Your Honor.

8 The County is in full and complete compliance with
9 its settlement agreement. It's put up beds at a faster rate
10 and a greater number than the benchmarks required between the
11 plaintiff and the County in the settlement agreement. There's
12 no dispute about that.

13 I'm not going to get into a tit for tat about the
14 meet and confer process. I will -- I'm happy to sit down and
15 detail that and further factual grounds with the monitors. I
16 think what the record will show is that plaintiff has asked
17 questions that have been answered by our status reports, maybe
18 they didn't understand them, maybe they needed better
19 background, but the information was there.

20 The meet and confer process has also illuminated a
21 lack of understanding of how the system works and we've offered
22 to do learning sessions so the plaintiffs can better understand
23 how these departments provide vital services to people
24 experiencing homelessness both in the City of LA and throughout
25 the entire County of Los Angeles.

1 The County has been committed to that, is working
2 tirelessly at that. We have meetings scheduled next week where
3 more information can be provided. We've learned through the
4 course of these discussions that sometimes there are false
5 leads that sometimes anecdotes are unreliable, they are not a
6 substitute for data or facts, but we're willing to have that
7 open conversation and share that information.

8 I don't think there is any grounds for burdening the
9 Court with further proceedings about information that counsel
10 can share collaboratively off line and with the assistance of
11 our monitors.

12 There are a couple of categories of information
13 relating to certain facilities of the City, certain high
14 service need beds, we need to share some information that is
15 held by LAHSA and we're coordinating that. I think that's in
16 progress and I'm optimistic that that information will be
17 gathered and will be able to be shared on short order.

18 We're also learning that some of the City shelter and
19 housing providers are still needing maybe a little bit more
20 training on how to use HMIS and how to make appropriate
21 referrals and that type of boots on the ground training and
22 learning is happening. I think our monitors have gotten the
23 benefit of sort of hearing those conversations, figuring out
24 how that system can work better and the County is committed to
25 that.

1 So there's no basis for an assertion that the County
2 has breached its settlement agreement. There's certainly no
3 basis for an evidentiary hearing. I think a lot of these
4 questions are better handled through the meet and confer
5 process, including meetings that are literally on calendar for
6 next week.

7 **THE COURT:** Okay.

8 **MS. HASHMALL:** Now with regards to the presentation,
9 I struggle to see how the County is being drawn into a dispute
10 that seems to be the plaintiff's concerns about its settlement
11 agreement with the City.

12 The County has locked arms with the City. There is a
13 real commitment to collaboration, to resource sharing. I think
14 we heard from Matt Szabo at a prior hearing that the City is
15 going to actually get more funding from the County for
16 operating costs, not services, operating costs for those 2,500
17 beds as part of this migration plan that's in the City's bed
18 plan.

19 So the suggestion that the County is quote not
20 funding the beds is simply inaccurate. There's no foundation
21 for that.

22 The agreement expired by its terms. The road map
23 agreement had a concept of 50/50 sharing for operating costs,
24 not services. The City's financial experts I think have
25 concluded that fiscally they'd prefer to have those beds

1 sourced under the different agreement because they get more
2 resources for operating costs from the County. So the County
3 is providing more resources for those beds, not less.

4 The County does not have a position on the City's
5 request to migrate those beds, but what the County has
6 reiterated I think repeatedly is that it's committed to funding
7 the resources in the agreements between the City and the County
8 and working to provide additional resources throughout the
9 County.

10 I think sometimes what gets lost is sort of the
11 myopic focus about a settlement agreement from these plaintiffs
12 is that the County of Los Angeles is working to provide
13 resources to the entire County, including the unincorporated
14 areas. Money and resources are finite. And any sort of forced
15 command of resources in one place necessarily jeopardizes
16 really, really vital resources elsewhere.

17 But in any event, in order to burden the Court with a
18 request for an evidentiary hearing there needs to be evidence,
19 not pictures, evidence of an alleged breach and there is not a
20 shred of evidence that the County has breached any agreement,
21 whether it's the road map agreement that expired by its terms,
22 which involved \$300 million in resources to fund City beds and
23 additional services to support those resources or in the
24 plaintiff/County settlement agreement where the County has gone
25 above and beyond its benchmarks and provided detailed status

1 reports and quarterly reports regarding its compliance.

2 So unless the Court has any questions, I don't see a
3 basis for an evidentiary hearing and I want to reiterate that
4 the County is committed to working with the City and resourcing
5 those beds under the agreements between the County and City and
6 always looking to find more available and better ways to
7 address this crisis.

8 **THE COURT:** All right. Just one moment.

9 **(Pause)**

10 **THE COURT:** Thank you. Let me turn to the City for a
11 moment.

12 **MS. MARIANI:** Thank you, Your Honor.

13 Turning to the first point as to the data in the
14 County's quarterly reports, which is necessary to allow us and
15 the Court to ensure that the County is fulfilling its
16 substantive obligations, I would simply say that we echo the
17 plaintiff's desire to obtain information necessary to ensure
18 that the County is providing the direct access to services --

19 **THE COURT:** Would you pull that -- would you repeat
20 that for a moment. Just pull the microphone a little bit
21 closer and start over again a little more slowly. We're on
22 CourtSmart and if you can repeat please.

23 **MS. MARIANI:** Certainly. I was just saying that we
24 do echo the plaintiff's desire to obtain the information
25 necessary to ensure that the County is providing the direct

1 access to services and beds the County committed to in its
2 settlement and we hope to continue the dialogue with the County
3 and the plaintiffs on that point.

4 As to the bed plan and evidentiary hearing issue, the
5 County's funding for those 2,500 beds only occurs if the beds
6 can migrate to the settlement agreement.

7 As we stated at the last hearing, in light of the
8 funds currently available to the City, based on changes and
9 circumstances since 2022, including the expiration of the road
10 map agreement and the increased bed rates, the City's submitted
11 proposed bed plan is the City's best path forward put forth by
12 the City's leaders to meet two primary goals; to add new beds
13 to meet the City's commitment, to create beds under the
14 Alliance settlement, while also maintaining existing housing in
15 the face of significant financial constraints.

16 This plan was carefully considered and approved by
17 City Council and the Mayor, and we are seeking approval of this
18 plan.

19 There has not been any breach of the agreement by the
20 City. And I cannot emphasize enough the City does not want to
21 be in a position where any beds it worked so hard to create,
22 and which are still needed, are required to close due to lack
23 of funding. But again, barring a commitment from the County to
24 provide additional funding going forward, which would cover the
25 full cost of operating road map beds going forward, the City's

1 previously proposed bed plan is the City's best path forward.

2 **THE COURT:** All right. Thank you. I'll turn to
3 Ms. Myers as intervenor.

4 **MS. MYERS:** Thank you, Your Honor. And we do want to
5 address a number of the issues. We'll leave the issue of the
6 County reporting to the parties, but I do want to address a
7 number of issues related to the bed plan.

8 I'm generally loathe to speak on behalf of the City,
9 I would never want to do that, but I do think it's important to
10 point out that I think Mr. Umhofer perhaps misstated
11 Mr. Szabo's position relative to the justification for the City
12 not moving forward.

13 In the last hearing, I specifically asked Mr. Szabo
14 if the City could continue to move forward if the road map --
15 if this County paid for the funds from the road map for the
16 services going forward and Mr. Szabo said, no, that the --
17 Alliance's plan provided significant other barriers to the
18 City.

19 And then when I asked him if under the hypothetical
20 scenario the County agreed to the full scope of services,
21 whether or not the City would continue those road map beds, in
22 addition to creating the 2,500 beds under the settlement. And
23 Mr. Szabo said specifically that he couldn't commit to it right
24 now, that he'd have to do the analysis and come back.

25 I think we're in a position right now, Your Honor, in

1 this case in which the City and the County are being pitted
2 against each other in ways that I think are incredibly
3 problematic towards reaching a resolution.

4 This issue, in terms of the bed plan, is about the
5 City asking the Court to modify the settlement agreement and
6 allow them to use 2,500 beds they created under a previous
7 agreement for the new agreement. That is what it is about.
8 And there has been no representation whatsoever from the City
9 that if the County paid for the services, that the City would
10 then create the 2,500 additional beds they're obligated to do
11 under the settlement.

12 One thing that I think is incredibly important to
13 note and we would agree with the LA Alliance related to the
14 obligation to create new beds, as Mr. Umhofer said, the
15 obligation for the City is to create new beds. We are in a
16 position where the City of Los Angeles and the County of Los
17 Angeles have 525,000 two affordable units for low income folks.
18 We are in an affordable housing crisis. We simply do not have
19 enough places for people to live.

20 And so when this case was started, the goal was to
21 create new capital, with new capital investment to create new
22 infrastructure, i.e., to create new beds. What's not being
23 talked about in this bed plan, is that if the City is allowed
24 to move 2,500 beds that they created under the road map into
25 the new LA Alliance settlement agreement, that would be the

1 creation of 2,500 less beds. That's not about the County
2 funding less services. That's about the City of Los Angeles
3 not paying for or bringing in resources to create 2,500 new
4 beds.

5 And if you do the back of the envelope math
6 calculation of what that discount to the City is, by allowing
7 the City to get out of its obligation to create 2,500 beds,
8 that's roughly \$200 million that the City of Los Angeles will
9 not be bringing to the table for the creation of those beds.

10 We raised in our objections to the settlement
11 agreement this question about whether or not the City of Los
12 Angeles would be able to do literally exactly what it is asking
13 to do right now. Your Honor, you raised it in a hearing in
14 May, we raised it in our objection to the settlement agreement
15 and the City of Los Angeles addressed it in their response to
16 our objections.

17 And they said, they would not count beds from the
18 road map agreement for the LA Alliance settlement agreement.
19 It was an issue that was briefed and discussed long before this
20 Court approved the settlement agreement. And it was the City's
21 representation that they would not do exactly what they are
22 asking to do today, which is get out of their obligation to
23 create those beds.

24 I understand that there is a discussion about the
25 creation of or I'm sorry, the services related to this, but I

1 do think that by focusing on the services, by focusing on who
2 is paying for it, we're ignoring the fact that the City of Los
3 Angeles when it put forward the settlement agreement said with
4 great pride, that as a result of the settlement agreement, \$2
5 billion in new infrastructure and funding would go towards the
6 creation of 12,000 new beds.

7 If the City is allowed to modify it in this way, and
8 reduce its obligations by roughly 20 percent, it will reduce
9 its obligation to bring \$200 million worth of funding to the
10 City of Los Angeles to shelter its homeless vulnerable
11 residents.

12 And, Your Honor, I think this hits on another point
13 that we have been raising throughout this litigation that we
14 raised and Ms. Mariani said she would address, which is what it
15 means to actually create a bed under the settlement agreement,
16 what the City's obligation is to be able to count a bed towards
17 creating it.

18 Because the settlement agreement says the City can
19 use private funding to create the beds. One of the ways I
20 think this agreement has been incredibly successful I think in
21 large part because what you all have been doing, is that it has
22 forced the City to go out and bring money to the City from the
23 state, from the federal government, to scrimp and save and
24 scrounge to get the money to bring that \$2 billion to Los
25 Angeles. So they are counting beds that they are not actually

1 creating for purposes of funding.

2 There are beds that other entities in the City are
3 creating, but they are doing the work to ensure those beds are
4 created. If the City -- if the Court relieves the City of its
5 obligation for those 2,500 beds, the City won't do it. We know
6 that. We know that the reason the City has gone out and
7 pounded the pavement and done the work to bring money to Los
8 Angeles related to this is because they have an obligation to
9 do it and I hope that what is not lost in this fight between
10 the City and County that seems to be the discussion everyone
11 wants to talk about, is the fact that we desperately need new
12 housing units and beds and the City's obligation under the
13 settlement agreement is to bring those physical beds to the
14 City of Los Angeles which we desperately need.

15 And any modification allowing the City to count beds
16 that's already created is going to dramatically reduce the
17 number of beds that are literally on the streets for our most
18 vulnerable residents.

19 **THE COURT:** Just one moment.

20 **(Pause)**

21 **THE COURT:** I want to speak to both special masters
22 for just a moment.

23 **(Pause)**

24 **THE COURT:** And any further comments on the second
25 round that you care to make, starting with LA Alliance in a

1 moment, then going to the County, then the City, then the
2 intervenor.

3 The bottom line is that I don't think it's in
4 anyone's interest nor the Court's interest to have any
5 reduction in beds. I repeat that. I don't see how we take a
6 step backwards of this magnitude and frankly it wipes out the
7 success of the City with inside safe and a reduction of 10
8 percent that was a -- at least a turning point last year, and I
9 think the first time in a long, long time that there was a
10 really positive sign of change.

11 I'm going to ask you to focus eventually on how we
12 bring the County and City together and unfortunately as
13 attorneys I don't think we can do that. I think it literally
14 lies in the Mayor's hands, the Chairman of the Board, and other
15 entities, in a sense we represent them, but they're the
16 decision-makers.

17 My bottom line is, there just can't be a reduction of
18 beds. We can't step backwards 2,500 and reduce that number.
19 That's not in anyone's interest. By the same token, the
20 services have to be supplied.

21 Lerna (phonetic), could you put up the settlement
22 agreement for just a moment and I want you to turn to what I
23 had my law clerk write in. I want to literally put this on the
24 screen. The Court actually anticipated some problem. Here,
25 you can take my copy, put it on the Elmo.

1 **MS. HASHMALL:** The City -- is the Court looking for
2 the City settlement agreement or the County?

3 **THE COURT:** Yeah, the County's. Did I say City's?
4 I'm sorry, the County.

5 Now turn to the handwritten portions because when the
6 Mayor was here, the Chairman of the Board, if you recall, I
7 think you were here, I had my law clerk literally go to the
8 lectern and handwrite the following. And that was hoping that
9 we didn't get into the problem that we're presently in. And
10 you can use my copy if you want to use the Elmo, I've got it.

11 **MS. HASHMALL:** Thank you, Your Honor.

12 **THE COURT:** Just come up informally and you can take
13 it. It's going to be 1 and 2 right here. Let's put that up so
14 we can recall that and I think, Ms. Mitchell, you were here,
15 Mr. Umhofer here, Mira, I think you were here, is that --

16 **MS. HASHMALL:** Yes, Your Honor.

17 **THE COURT:** Okay. Sherrie, you were here? I don't
18 think the two City attorneys were here at the time. But I want
19 to remind us where we -- where this Court was adamant and the
20 Mayor readily agreed and the County agreed and your signatures
21 are on this document.

22 Now, we're going to have to blow that up and, Karlen,
23 if you could bail us out, I'd appreciate it. There we go.
24 You're going to have to blow that up somehow so we can see that
25 on the full screen. There we go. Blow that up.

1 And this is 3. I want to go to 1 and 2. Okay. So
2 it's colloquial, somebody can read it from each side, but why
3 don't you read handwritten number 1.

4 **MR. UMHOFFER:** This agreement is a floor, not a
5 ceiling. While this agreement does not solve homelessness in
6 Los Angeles, County, it is a huge step forward.

7 **THE COURT:** Okay. Number 2.

8 **MR. UMHOFFER:** All future billings from providers must
9 be completely transparent and all invoices are to be public
10 documents.

11 Number 3 --

12 **THE COURT:** Well, 3 and 4 doesn't -- 3 doesn't
13 matter, it's inconsequential. It was the point by the special
14 master.

15 Now, the Mayor was here, the Chairman of the Board
16 was here, we all signed off on this. So I'll turn to LA
17 Alliance and give you back that document. Also, you can note
18 3.1 in that document and you call that, in fact, put up 3.1
19 while you're at the lectern for a moment.

20 **UNIDENTIFIED:** That's on the City's.

21 **MR. UMHOFFER:** That's on the City's.

22 **THE COURT:** Yeah. Thank you very much. I appreciate
23 it. And there are a number of other provisions, but let me
24 just remind you of this document.

25 **UNIDENTIFIED:** Will you need the provisions of the

1 County? The provisions of the County map.

2 **THE COURT:** Is the County.

3 **MR. UMHOFFER:** The County, okay.

4 **UNIDENTIFIED:** Here you go.

5 **THE COURT:** It's the County agreement, it's 3. -- in
6 fact, I can give it to you because I've got it underlined.

7 Just one moment.

8 **(Pause)**

9 **MR. UMHOFFER:** Your Honor, I apologize --

10 **THE COURT:** Yeah, yeah.

11 **MR. UMHOFFER:** -- I'm going to need to pull it up
12 differently because first it gets up on the screen --

13 **THE COURT:** Just a moment, counsel. Just one minute.

14 **MR. UMHOFFER:** Yes.

15 **(Pause - Court and clerk confer)**

16 **THE COURT:** All right. Why don't you put up -- it's
17 the County's obligations and it's in Docket No. 646. And it's
18 the second amended addendum to the settlement agreement. And
19 I'm going to give you this to put up on the screen.

20 **MR. UMHOFFER:** I can probably pull it up, if you just
21 give me the number.

22 **THE COURT:** Yeah, it would be page 12 of 40 in Docket
23 646. The actual document will be 4 of 11. In fact, it's
24 quicker, why don't I just give this to you, we can read it
25 together.

1 **MR. UMHOFFER:** 4 of 11. I got it right here, Your
2 Honor.

3 **THE COURT:** Okay. There it is. Carla, that's okay,
4 I can get that back now.

5 All right. Blow up No. 1, even larger. All right.
6 Now, read that into the record if you'd be so kind.

7 **MR. UMHOFFER:** Yes, Your Honor.

8 From fiscal year 2022, 2023 through fiscal year 2026,
9 2027 the County shall fund and provide supportive services for
10 interim housing and permanent supportive housing units financed
11 by the City as part of the City's settlement, as units are
12 developed by the City and become occupiable in an amount to be
13 determined solely by County and City in their respective
14 discretion. These supportive services shall include, but shall
15 not be limited to mainstream services including public
16 assistance programs, mental health services, substance use
17 disorder services and benefits advocacy services to clients who
18 meet eligibility criteria for these services.

19 **THE COURT:** All right. In the second round, anything
20 that you want to state beginning with the plaintiffs?

21 **MR. UMHOFFER:** Yes, Your Honor.

22 So I appreciate the kind words by the intervenors
23 about the agreement. I have to differ with counsel for
24 intervenors on one issue, which is an issue where I disagree
25 with where we fundamentally disagree with the County on as

1 well.

2 Both the intervenors and the County, an interesting
3 alliance of a different sort here, have both said this isn't
4 about County funding, but what we just heard at the close of
5 the City council's remarks was the following, absent a
6 commitment for additional monies from the County, the bed plan
7 is the best we can do, that -- less than net loss of 2,500 beds
8 is the best they can do absent a commitment by the County.

9 That's a representation by the City that is a factual
10 representation that needs to be tested and explored in an
11 evidentiary hearing. We also have the City Council's
12 resolution recently passed which I put up on the screen where
13 the City Council is begging the County --

14 **THE COURT:** Put that up on the screen.

15 **MR. UMHOFFER:** Apologies, Your Honor, it'll take a
16 second to pull that up.

17 **THE COURT:** Well, it's my understanding from the
18 special master that that didn't go before the entire Council,
19 that this went before the committee, but the committee chair is
20 here and please correct me at any time. And by the way, you're
21 more than welcome to be seated here, but if you have anything
22 that you want to add or any correction, please just step
23 forward.

24 **MR. UMHOFFER:** So the -- I apologize, Your Honor,
25 it'll take me a second to pull that up. There we go.

1 **(Pause)**

2 **MR. UMHOFFER:** Okay. So this is a lengthy resolution
3 and I hesitate to read it fully into the record; however, you
4 can see the reference in the fourth paragraph to -- regarding
5 to maintain the road map beds in fiscal year 2024/'25 it cost
6 the City \$110,975,000 --

7 **THE COURT:** Just a little louder and a little slower.

8 **MR. UMHOFFER:** Right, yep.

9 Whereas, as to maintain the road map beds in fiscal
10 year 2024 to 2025 it costs the City \$110,975,611 and the City
11 funds services for an additional 12 -- 1,285 additional interim
12 housing beds, contributing an additional \$25,953,325, it says
13 million, but dollars, toward homelessness solutions.

14 As you continue in the -- downward in this
15 resolution, toward the bottom up here --

16 **THE COURT:** Blow that up.

17 **MR. UMHOFFER:** -- and I'm pointing to it here.

18 **THE COURT:** Blow that up a little bit.

19 **MR. UMHOFFER:** Blow that up a bit as big as I can and
20 I'll read it into the record. Whereas, on September 11, 2024
21 the City Council authorized the City administrative officer to
22 submit the City's/Alliance settlement agreement program to the
23 United States District Court, Central District of California,
24 outlining the City's plan to establish 12,915 beds, units and
25 beds and seeking 2,500 road map beds and units to count towards

1 the Alliance settlement agreement.

2 Then goes on to talk about welfare and institutions
3 Code Section 17000 which requires the County to relieve and
4 support incompetent, poor and indigent persons. It continues
5 on the next page to speak about a reference to the Court here,
6 whereas during hearing in federal court, before the federal
7 court on these issues on October 2nd, 2024 the Court reiterated
8 that the County settlement agreement should be a starting point
9 to address the need for enhanced beds -- services and beds
10 while acknowledging the City and County should work together to
11 develop terms for their MOU and agreements to fulfill the need
12 of PEH.

13 The -- it goes on to talk about the City Council
14 urges the Board of Supervisors to direct their departments to
15 cover the full costs to operate all City beds and units created
16 before and after the road map agreement. It then urges the
17 Board of Supervisors to direct their departments to accelerate
18 the implementation of the Alliance MOU and to provide people
19 experiencing homelessness with access -- direct access to
20 County intensive services, (indisc.) beds, access to data, et
21 cetera and seeks to engage the Board and their departments to
22 complete. It's to seek complete assessments for 100 percent of
23 referred clients.

24 So we have in the record right now, Your Honor,
25 evidence and facts asserted by the City that they can't do more

1 without more County funding. That puts in question the
2 representations made by County counsel and supported by the
3 intervenors, that this is not a County issue. We are losing
4 beds and the City is losing beds and they're -- seem to be
5 trying hard. They're running into a fiscal issue and they're
6 asking to be able to continue the work that they're doing here,
7 but they can't create those 12,915 beds without borrowing from
8 an agreement that the County has ceased funding for.

9 And what we heard from the County was it's about
10 money. The County of Los Angeles doesn't have enough money to
11 continue to fund beds. And by the way, the math doesn't work
12 out that the 60 million a year under the road map agreement
13 isn't enough to allow the City to keep those 2,500 beds and
14 create the full 12,915, then dang it, the County should step up
15 with the funding. If it can't step up with the funding, then
16 there needs to be an answer for that.

17 So we didn't drag the County into this. The City
18 identified the County as the reason why they can't meet their
19 12,915 bed number. Those facts, the facts that were
20 articulated and detailed by County counsel, let's test them in
21 an evidentiary hearing.

22 Those facts set forth by City council, let's test
23 them in an evidentiary hearing. Anything that anybody gets up
24 and says here about facts let's test them in an evidentiary
25 hearing so we can make sure that we are not losing beds. Thank

1 you, Your Honor.

2 **MS. MITCHELL:** Your Honor, the only other thing that
3 I would add in addition to my co-counsel's statements is that,
4 you know, the County did pass an emergency declaration on
5 homelessness last year.

6 And in that emergency declaration, committed to
7 quote, providing supporting supportive services in both interim
8 and permanent housing and proactively -- and to proactively
9 support our local jurisdictions and governing entities to
10 resolve encampments by providing funding and resources while at
11 the same time directing local jurisdictions to identify and
12 cite housing in their respective jurisdictions.

13 This is exactly what the City of Los Angeles has done
14 and, in fact, already established the infrastructure to do so.
15 You have a County commitment to providing and funding resources
16 in supportive services, but yet at the same time we don't have
17 any evidence that this has been considered at the Board level,
18 to actually do what they have already committed to do and
19 continuing to fund these beds, which would then obviate the
20 need to produce the total number of beds produced by 2,500.

21 So I think by the County's own declarations, by the
22 City's recent resolutions, I think we have a lot of information
23 here that says there needs to be either an evidentiary hearing
24 or we extrapolate the facts and we explore those facts, or some
25 type of separate conversation that needs to happen, perhaps

1 with the Court on the County Board and the City Council level,
2 to make sure that this conversation is actually happening, so
3 that we can move forward on that issue.

4 I mean, we are in agreement with the Court and I
5 think with everybody, that we do not want these beds to close,
6 but we also don't think they need to close. The amount of
7 money that is pouring into this County is beyond anything that
8 has ever come into this County from the state and federal
9 level.

10 As far as I know, the County isn't even spending any
11 general funds to do any of this program with the City at the
12 moment. There's no reason it cannot step up with the money now
13 to continue funding those beds. I think it is disingenuous for
14 the County to sit here or to provide a declaration that commits
15 to supporting its local jurisdictions, but not actually
16 supporting those local jurisdictions when we do have a true bed
17 emergency. I think that's what needs to be addressed, Your
18 Honor.

19 **THE COURT:** County.

20 **MS. HASHMALL:** Thank you, Your Honor.

21 I think some basic principles are worth reiterating.
22 The road map agreement was a landmark collaborative agreement
23 between the City and the County. The County funded \$300
24 million towards those resources for a period of five years.
25 It's expired. The plaintiffs are not party to that agreement,

1 no one's asserting a breach of that agreement. We have every
2 year confirmed to the Court, the payment's been made. Every
3 quarter we have documented the mainstream services under the
4 road map agreement. It just happens to be a term of years
5 coming to the end, number one.

6 Number two, the City's request to migrate beds is
7 between the City, the plaintiff and the Court. The County
8 doesn't take a position on it. The County has committed to
9 resourcing those beds if they're migrated. We heard from the
10 City that if they're not given permission to migrate those
11 beds, they will not be able to continue to support them.
12 That's the City's position as to those beds.

13 The County's position is that it will provide the
14 resources under the City and County arrangement for the
15 migrated beds under a separate agreement that as again, as the
16 City's administrative officer confirmed, is actually more
17 beneficial financially for the City than the old road map deal.

18 Underlying all of this is the reality that the cost
19 of these beds is going up. The bed rate is significantly
20 increasing. And this idea that lawyers can tell the County how
21 to spend its funding is absurd. The County funds thousands of
22 beds outside of the City of LA and 6,000 interim housing beds
23 in the City of LA fully funded, a hundred percent by the
24 County.

25 All of these bed rate constraints are going to impact

1 the County of Los Angeles on a level of magnitude that is hard
2 to fathom. So it is not for lawyers to try to dictate the
3 allocation of these very valuable resources, at a time when the
4 costs are going up. Those are decisions that are best left to
5 subject matter experts. And it's certainly not the place of a
6 lawyer to dictate resources without an agreement, a legal
7 obligation or standing to say anything to intervene with the
8 discretion regarding the use of those resources.

9 Again, I think the beds are the Court's concern. The
10 Court doesn't want the beds to close. The City has represented
11 that it doesn't want the beds to close and it wants to be able
12 to migrate them so it can get access to County resources. And
13 the County stands ready and willing to provide those resources
14 under the existing agreements with the City. That's not a
15 basis for an alleged breach. That's certainly not a basis for
16 burdening the Court or the parties with an evidentiary hearing.

17 And again, these resources have to be addressed
18 through the entire system. The County has always gone above
19 and beyond the agreements in this case, with regards to
20 addressing this homelessness crisis. It's constantly looking
21 for new and better ways to improve the system.

22 It has a lot of beds that it has to continue to fund
23 with higher rates and difficult resources. The economic
24 reality on the ground changes on a yearly basis when it comes
25 to government entities. And so you have to have the

1 flexibility to make adjustments to structure the resources in
2 the most beneficial way.

3 I don't see a basis for an evidentiary hearing. I
4 think it's burdening the Court and I think it's grandstanding
5 in the absence of a shred of indicia of a breach by the County
6 of any of these agreements.

7 **THE COURT:** Let me turn to the City.

8 **MS. MARIANI:** I'll first point out the City and the
9 County entered into the historic road map agreement in 2020 to
10 address the regional homelessness crisis. Unfortunately, the
11 crisis will persist beyond the five year term of that agreement
12 which ends on June 30, 2025.

13 As Ms. Myers referenced, the City has been out doing
14 the hard work to identify funds and create beds and the City
15 has invested enormous financial and other resources to build
16 beds.

17 There's no lack of will to continue that. The City
18 is stretching every dollar to create beds. At this time in
19 addressing how we move forward from here, rather than engage in
20 plaintiff's request for what could be a very time consuming
21 evidentiary hearing on legal questions concerning the
22 settlement agreements, which would pull City and County staff
23 into the courtroom away from their jobs, we would suggest
24 perhaps the alternative path mentioned by Ms. Mitchell, which
25 could be a more productive path forward if we spend time in an

1 out of court discussion to see if the City and County can reach
2 agreement on a path forward to address the concern raised by
3 Alliance with the City's proposed bed plan.

4 **THE COURT:** When would that occur?

5 **MS. MARIANI:** As soon as possible.

6 **THE COURT:** Who would be the persons involved in that
7 kind of discussion?

8 **MS. MARIANI:** I don't know precisely, but I think
9 that it does make sense for it to be at the level of
10 individuals making the decisions.

11 **THE COURT:** Who?

12 **MS. MARIANI:** At this time, I'm not sure exactly who
13 would participate, Your Honor.

14 **THE COURT:** Let's all agree that the lawyers can't
15 make these decisions. But the lawyers --

16 **MS. MARIANI:** Yes.

17 **THE COURT:** -- have been rightfully involved, they're
18 too involved.

19 **MS. MARIANI:** Understood, Your Honor.

20 **THE COURT:** So if we're ready to take that
21 alternative, I think we would minimally need the Mayor,
22 minimally need the Chair of the Board and probably the
23 president of the Council, because remember the Mayor doesn't
24 have a voice. Doesn't have a vote. Well, she has a voice, but
25 not a vote. It would have to be at that level if that

1 alternative was taken.

2 The question is when. And I'll turn to you,
3 Ms. Myer. In other words, this has been going on for a long,
4 long time. And it's too important for the citizens of Los
5 Angeles, which include the homeless, if there's going to be a
6 reduction that takes away the gains that the City's made, so
7 when? Next Friday? Excellent. I love your enthusiasm.

8 **(Counsel and clerk confer)**

9 **THE COURT:** Now we can proceed in two different ways.
10 First of all to put pressure on all of us to start making
11 decisions at the highest level. And that is a morning session
12 if you chose between the parties separate from the Court or
13 with the Court. With the potentiality of an evidentiary
14 hearing starting in the afternoon. That puts a lot of pressure
15 on everybody to start making decisions. We don't need to
16 complete it that day, but something has to be done to get these
17 answers as quickly as possible. So it's just a suggestion.

18 Ms. Myers. And I've got plenty of time, by the way.

19 Ms. Myers.

20 **MS. MYERS:** Your Honor, I think resolving the issue
21 of the City and the County's disputes over the funding for
22 services would go a long way --

23 **THE COURT:** Yeah.

24 **MS. MYERS:** -- to get at the question about whether
25 or not the City can actually create the additional 2,500 beds.

1 **THE COURT:** Yeah.

2 **MS. MYERS:** Your Honor, I did want to say one point
3 about the floor versus the ceiling, because I think you make an
4 incredibly important point about this being a floor and not a
5 ceiling. And I think I just want to point the Court to the
6 City's objections to response to the intervenor's objections,
7 in which we raised this very issue about closing beds and we
8 raised it that it was going to be a concern.

9 And the City reassured Your Honor, in approving the
10 settlement, that the absence of a clause preventing the closing
11 of beds should not be a concern of the Court, because the City
12 has demonstrated its commitment to continue building new beds.

13 All of the beds the City is committed to build in the
14 settlement agreement are in addition to the beds being built
15 to -- pursuant to the MOU.

16 **THE COURT:** Okay.

17 **MS. MYERS:** All of this was contemplated before Your
18 Honor agreed to the settlement and did so with the reassurances
19 of the City of Los Angeles that they would not be here today.

20 **THE COURT:** Let me ask the special masters if they
21 have any questions. You don't have to have a question, but if
22 you do of any of the parties, I'm not going to screen those
23 questions so if you have something you want to ask the parties,
24 this would be the time.

25 **MS. MARTINEZ:** Just a statement, Judge. I can't ask

1 any questions at this time, I would rather provide those to the
2 Court and you can docket those.

3 **THE COURT:** Okay.

4 **MS. MARTINEZ:** Because I do have questions and a
5 statement.

6 **THE COURT:** Okay. I don't have anything further.
7 Let me think this out unless any counsel have any further
8 comment.

9 **MS. MITCHELL:** A couple of comments, Your Honor. So
10 the first -- next Friday is fine with us and I do think that it
11 makes sense to address these issues. We would ask that
12 somebody from the Council, City Council be present as well. We
13 would suggest either Council members Blumenfield or Park who
14 signed this resolution, Councilwoman Raman is present as well.
15 I think it makes sense for somebody from the CAO's office to be
16 there because I think, you know, we have in the City it's sort
17 of a multi-headed beast and I think it makes sense to have
18 representations from each entity.

19 **THE COURT:** I won't order that. I'll simply request.
20 I know that Mayor Bass was not available today. I think she
21 stated she'd be available October 25th. But to get all of
22 these people together, I ask you to meet and confer. None of
23 the dates matched up, so I will be moving forward in some form
24 next Friday. Let me think how I want to fashion that order.

25 **MS. MITCHELL:** Thank you, Your Honor. That works for

1 us. I would like to get back to the County data issue. We
2 next week are talking to Department of Mental Health about the
3 high needs beds and I think that will be important. We still
4 don't have a commitment to meet and confer further on a number
5 of outstanding issues and we would like a date certain by which
6 these issues should be resolved or brought to the Court.

7 **(Court and special masters confer)**

8 **THE COURT:** All right. Any further comments?

9 **MS. HASHMALL:** Your Honor, as you've identified, we
10 do have scheduling constraints. I'm not sure that I'll be able
11 to --

12 **THE COURT:** I do too. I think we all have busy
13 schedules, but this now takes precedent so.

14 **MS. HASHMALL:** The October 25th does not work --

15 **THE COURT:** If you're not present, so be it, other
16 counsel will be, but getting everybody together is getting very
17 difficult. So I may just set some dates and I think this is of
18 sufficient import quite frankly to the citizens of Los Angeles
19 that we finally get some resolution, some answers to this.
20 It's been going on a long, long time now.

21 All right. I want to thank all of you. If there's
22 nothing further, I want to move on to the next topic.

23 And that is, I'd like A&M to come forward for just a
24 moment on the timeline and progress once again of the data
25 request from the County and the City. And also I think we need

1 some answers from the City and the County concerning that last
2 topic, because, Matt, you've got a budget coming up, the
3 County's got considerations, et cetera. I think I'm going to
4 put some pressure on all of us, so it'll be October 25th. And
5 I'm contemplating, haven't made the final decision that
6 hopefully that will be a meet and confer with the City leaders
7 and the County leaders. If the Court's involved, so be it, the
8 monitors available. I'll be here, but if you choose not to
9 have me involved, that's fine.

10 And the evidentiary hearing, if we go forward, that
11 will be that afternoon. We may not finish it that day, but if
12 we do, we'll start it that day.

13 All right. A&M, can you help me with how you're
14 doing with our audit?

15 **MS. COLLIER:** Good morning, Laura Collier from A&M.
16 Do you have a --

17 **MR. MCCURLEY:** David McCurley from A&M.

18 **THE COURT:** All right. Please, I'll turn this over
19 to you.

20 **MS. BROWN:** Oh. Lisa Brown from A&M.

21 **MS. COLLIER:** Good morning. And I would just like to
22 provide an update on the status of our assessment. As you
23 know, we've been working diligently to ensure the successful
24 and timely completion of this important assessment. However,
25 we have encountered some increasing challenges along the way,

1 things that we have discussed at previous hearings,
2 specifically delays and receiving critical data as well as the
3 time required to thoroughly understand and analyze that data
4 have impacted our original timeline. And we understand the
5 dependency of data from LAHSA and appreciate the City's
6 gracious efforts to help us gather the data. And we understand
7 that LAHSA is incredibly busy as well.

8 But while our teams have tried to work diligently and
9 really hard to mitigate the delays, their complexity coupled
10 with the data's condition and the importance of the information
11 we're processing demand attention and to ensure the quality of
12 the final report.

13 As a result, we've had to reassess our schedule. In
14 light of these developments, we are requesting an extension of
15 the current deadline and additional resources in order to allow
16 for necessary adjustments.

17 **THE COURT:** Okay.

18 **MS. COLLIER:** Would you like us to talk about the
19 options, Your Honor, or?

20 **THE COURT:** Yeah, I'd like to hear those. You
21 proposed those to the special master, but I'd like to hear on
22 the record what those options are.

23 **MS. COLLIER:** Absolutely. So we proposed two
24 options. We can incorporate the data once we're able to
25 receive it from as we have worked with the LAPD expansion of

1 the scope, as well as the County's data that they're kindly
2 providing once they receive that roster from LAHSA. And we
3 could provide that report by December 20th.

4 If we want, that would be option one. If the Court
5 and parties would like A&M to do further analysis and follow up
6 in relation to that data, similar to the continuum of care we
7 briefly spoke about the last hearing, that report would be
8 issued on January 15th.

9 **MR. MCCURLEY:** The key difference, Your Honor, would
10 be the report due on -- that we're asking for the delay until
11 the 20th, we incorporate high level analysis of the data that
12 the County is able to provide us, but it wouldn't provide us
13 with enough time to verify any of that data with fieldwork. So
14 if it's the Court's pleasure for us to verify that data with
15 fieldwork that's effectively the difference between option 1
16 and option 2.

17 **THE COURT:** Okay. Any questions from Judge Gandhi or
18 Michele?

19 **MS. MARTINEZ:** Yes. Can you just repeat the first
20 option and the second option just again for, yeah, thank you.

21 **MS. COLLIER:** Absolutely. Option one would be
22 providing the report on December 20th and would be
23 incorporating the expansion scope of LAPD and the data the
24 County is currently providing once they receive the roster from
25 LAHSA. And then -- okay.

1 **MS. MARTINEZ:** Has LAHSA provided the roster through
2 the County?

3 **MS. COLLIER:** From my understanding to the state, no,
4 the County is waiting for LAHSA.

5 **MS. MARTINEZ:** I'd like to get an answer today from
6 LAHSA when they will provide that roster to the County.

7 **MS. COLLIER:** We have inquired. We sent an e-mail to
8 LAHSA last night. Dr. Henderson acknowledged it, but we're
9 still waiting for a response on an exact time link from the
10 last time I saw this, this early morning.

11 **MS. MARTINEZ:** If we don't receive the data by the
12 18th, you will have additional delays.

13 **MS. COLLIER:** Correct, yes.

14 **MS. MARTINEZ:** That's what I wanted to know about
15 option one, specifically you need to receive the data by
16 October 18th, is that a true statement or not?

17 **MS. COLLIER:** Yes, absolutely and I appreciate that
18 clarification, yes. In our letter we did caveat that the
19 December 20th date would be set dependent on receiving County
20 data by October 18th as well.

21 **THE COURT:** Is LAHSA here?

22 **MS. MARTINEZ:** Yes, they are.

23 **THE COURT:** All right. I'd like you to come forward
24 please. I'm going to ask them about these.

25 **MS. MARTINEZ:** No, no, let's not go there. Let's not

1 get confused.

2 **THE COURT:** Okay.

3 **MS. MARTINEZ:** Let's stay focused on this, and about
4 the roster.

5 **THE COURT:** What obstacles are occurring between A&M
6 and LAHSA? What could make this data flow more smoothly and
7 quicker because in a sense the City is picking up this bill?
8 And any extension or quite frankly inadequacy --

9 **MS. MARTINEZ:** Will cost the City more.

10 **THE COURT:** -- will -- thank you. Will cost the City
11 money, but more importantly I reiterate we haven't had a third
12 party audit that the Mayor agreed to -- I don't know
13 historically when that's occurred.

14 So this is critical. So please.

15 **MS. JOHNSON:** Thank you. Rachel Johnson, Chief of
16 Staff at LAHSA. We will provide the County the roster and I
17 think we're set to do that this week, so it should be with the
18 County at least today or tomorrow.

19 **THE COURT:** And you'll verify that with the special
20 master?

21 **MS. MARTINEZ:** Just note today is -- I just want to
22 be -- I want to clarify for the record. Today is the 16th. If
23 this roster is not provided to the County in a timely fashion
24 and they can't provide the data to A&M by the 18th, that means
25 there's going to be more delays, which is going to cost the

1 City of Los Angeles more money.

2 So I just want to -- I keep iterating this and being
3 very clear because I am sensitive to the financial situation
4 that the City is under and we all should be. And this is a --
5 we understand that this is the first time that an assessment is
6 being done and some of the data and the questions that are
7 being asked, you know, are -- you know, it's the first time
8 that all of this is occurring so we understand that there's
9 going to be delays and challenges, but we need to be up front,
10 because who has to pay for this is the City of Los Angeles.
11 And the County is now wanting to cooperate and is willing to
12 provide, but it needs the roster.

13 If the County does not get the roster, it's not going
14 to be able to provide the high level data that A&M needs. And
15 so we can't say that you're going to get them in two days
16 because then -- today is the 16th. The 18th is on Friday.

17 **THE COURT:** I am going to say something in just a
18 moment.

19 **MS. KUHN:** Bevin Kuhn, Deputy Chief Analytics Officer
20 at LAHSA. We will a hundred percent provide the rosters by the
21 end of the day and the County does have the ability to pull
22 that at any time through the exchange. So they already get
23 weekly transfers of our data.

24 **THE COURT:** Right. Thank you.

25 **MS. MARTINEZ:** Okay, great. Thank you. I didn't

1 know that.

2 **THE COURT:** Lisa, do you have anything?

3 **MS. MARTINEZ:** He can stay there, but let A&M finish
4 their --

5 **THE COURT:** Well, I didn't know if -- A&M I thought
6 was done. Did you have anything further you wanted to say?

7 **MR. MCCURLEY:** Unless you have any questions, we're
8 done, Your Honor.

9 **THE COURT:** All right. Now, is there anything
10 further on behalf of LAHSA that you would like to say?
11 Anything on behalf of the City or County or the intervenors
12 that you'd like to ask questions of with LAHSA here?

13 **MS. MARTINEZ:** No now you can get into these
14 questions.

15 **MS. HASHMALL:** I'm sorry, Your Honor, the County
16 looks forward to receiving that roster from LAHSA. That's not
17 information that the County otherwise has and we'll work as
18 tirelessly as we can. The 18th is obviously going to be
19 difficult if we get the roster on the 16th, but we're going to
20 work as quickly as we can.

21 **THE COURT:** I want to go over some specific requests.
22 These are e-mail chains. I want to make certain that in
23 request No. 43, 45 and 46 that there's no disagreements between
24 A&M and LAHSA. Are there any disagreements concerning those
25 items?

1 And maybe you need a reminder. I know I get flooded
2 with documents too, okay. 43 is the record of written requests
3 for subcontracted services by the respective service providers
4 and their referenced dockets that have been uploaded. And
5 you'll find that e-mail chain from Laura Collier to your
6 offices on October 10th, 2024 at 4:48.

7 Any concerns about that information?

8 **MS. JOHNSON:** No, I don't think so.

9 **THE COURT:** Okay. 45. A roster of the current and
10 past participants. This was a data field specified in the
11 file. Any disagreements in terms of disclosing that
12 information? Has that been resolved between A&M and between
13 LAHSA?

14 **MS. JOHNSON:** Yeah, I believe that's already been
15 resolved.

16 **MS. MARTINEZ:** We only have one pending issue left.

17 **THE COURT:** Well, I'll get to that issue in a moment,
18 but I want to be certain for my record now. I don't -- any
19 disagreement about No. 45?

20 **MS. JOHNSON:** No.

21 **THE COURT:** All right. 46 is the crosswalk of the
22 sub-recipient contract agreements numbers to Inside Safe. By
23 example, the motel sites, who the service providers are in
24 these contracts. Any disagreement about the disclosure of that
25 information?

1 **MS. JOHNSON:** No.

2 **THE COURT:** A&M, speak up?

3 **MR. MCCURLEY:** No.

4 **THE COURT:** All right. There is a disagreement about
5 42 and this is the data request to LAHSA and the request for
6 documentation for first of all, the completed monitoring
7 reports. Second, the data reports from the periodic
8 monitoring; third, the monitoring reviews if you had any; and
9 fourth, data access to any enforcement of sanctions on
10 providers who weren't providing.

11 And LAHSA is responsible for compiling and
12 maintaining a log of grievances and formal complaints against
13 subcontractors, but LAHSA sent back word to A&M we're working
14 under the Court's authority and claims the request is outside
15 the scope.

16 I might have a strong disagreement with that, I don't
17 want to docket that, but I have a strong disagreement with
18 that. And if you have a disagreement, let's get that on the
19 record and get that aired out.

20 **MR. YAP:** Your Honor, this is Robert Yap, General
21 Counsel for LAHSA. As far as the disagreement, my
22 understanding is when you said monitoring reports, this
23 agreement, is my understanding, is regarding -- specifically
24 regarding the request for grievances and investigation reports.

25 And as far as the grievances, we do believe that it

1 seems that it's outside the scope, but if the Court orders
2 that, then we'll comply. We just need to redact --

3 **THE COURT:** I'd rather have you voluntarily comply
4 and join the happy club; otherwise I'm prepared to order it.

5 **MR. YAP:** But we would just say that we --

6 **THE COURT:** Would you like to comply or would you
7 like to have me order it?

8 **MR. YAP:** It's --

9 **THE COURT:** Always better to comply voluntarily
10 and --

11 **MR. YAP:** We'll comply, Your Honor. I just wanted
12 to --

13 **THE COURT:** Excellent, thank you very much.

14 **MR. YAP:** -- point -- we just need to redact the --

15 **THE COURT:** Good. So now we've resolved -- now
16 we're -- we're back to the --

17 **MR. YAP:** And then there's one -- but the -- with
18 respect to the investigation reports, I wanted to put a
19 separate issue is with respect to pending investigations, we
20 would --

21 **THE COURT:** Oh, of course. But I'm interested in the
22 data providers who aren't providing or who might be
23 questionable in terms of their providing.

24 **MR. YAP:** Right. So their --

25 **THE COURT:** And I think you're in an unenviable

1 position, but a great position. I don't think a lot of these
2 questions have been asked historically by anybody until A&M
3 started asking those questions under the Court's authority.
4 And so I understand that you're trying to gather information
5 that you may not have been required to. I'm trying to be kind
6 about that.

7 **MR. YAP:** I appreciate that, Your Honor. It's just
8 that I have a very specific issue regarding pending
9 investigations that could be responsive to the request. And we
10 would have an issue disclosing that.

11 **THE COURT:** Sure. I'll get the U.S. Attorney down
12 here. If you have any concerns, we'll sort through that.

13 **MR. YAP:** I'm sorry?

14 **THE COURT:** We'll get the U.S. Attorney down here and
15 we'll sort through any of your concerns.

16 **MR. YAP:** If I could just say, Your Honor, it's
17 information that hasn't been disclosed to the provider. I'm
18 just talking about pending. I'm not talking about completed
19 investigations. You're talking about sanctions that have
20 already been issued. I'm not -- I'm separating that. I'm
21 talking about where a decision -- a conclusion hasn't been made
22 and it's still pending. Right? I know these privileges
23 probably aren't --

24 **MS. MARTINEZ:** Understood, counsel. I just want to
25 ask A&M, is that fine if you're not going to review the pending

1 but the other documents? You're the experts. We want to hear
2 from you.

3 **THE COURT:** And by the way, I can put this under
4 seal. So if it's vital, it can come under seal to the court.
5 I can resolve that quickly.

6 **MR. MCCURLEY:** What I would like to say is -- say we
7 would be okay with not receiving the pending and ongoing --

8 **THE COURT:** Okay.

9 **MR. MCCURLEY:** -- assuming there's enough volume of
10 the other that we can make a reasonable analysis to say -- make
11 a judgment on the kind of -- on the way in which these have
12 been conducted.

13 **THE COURT:** Let's work together. We'll hold the
14 pending in abeyance right now. Let's see what that volume is.
15 Let's come back to that issue if A&M contacts the monitor.
16 That way we'll go slowly and carefully, okay?

17 **MS. MARTINEZ:** Go ahead. Diane has a comment.

18 **MS. RAFFERTY:** I do. I agree exactly what the A&M
19 team said. It's really based on volume because we don't know
20 how quickly these pending investigations or complaints are
21 resolved. So if there's a large number that are pending, we
22 would like to know that, although you do not have to disclose
23 the vendor or the service provider at this time. We understand
24 the sensitivity that if you've opened an investigation for non-
25 compliance and haven't talked to them. But depending on the

1 volume -- can you at least let us know the volume of pending
2 investigations?

3 So if it's a large number, then we should know that.
4 I think it's relative to what we're trying to look at because I
5 don't -- we don't know how long it takes you to end an
6 investigation. If it takes six months and there's a large
7 volume pending, I think that's important for us to know.

8 **MS. MARTINEZ:** Okay.

9 **MR. YAP:** Your Honor, I think we would be willing to
10 provide some sort of non-depersonalized about pending
11 investigations, of course.

12 **THE COURT:** Thank you. Let's start there.

13 If this becomes a further issue, I can order them
14 under seal under the court. All right.

15 Now, any other comments by the parties with A&M?

16 **MS. MITCHELL:** Your Honor, I do have a follow-up
17 question. As far as -- and I know that we're waiting on
18 information from LASA to the County and from County to A&M. As
19 far as the data flow from the City of Los Angeles and from LASA
20 to A&M, is that complete? Is that still pending? Are you guys
21 getting sufficient responses in a timely manner? Or is that
22 something that we are still contending with, hence the request
23 for delay?

24 **MS. BROWN:** I think we've had pretty good responses
25 from the City to our data requests. I think, as we've

1 mentioned before, some of it is just a bit of an iterative
2 process in getting the data, analyzing it, realizing if there's
3 any other additional requests we may have, and just kind of
4 working through that process.

5 So it's more of the complexity of getting the data
6 and just making sure we have what we need.

7 **MS. MITCHELL:** Thank you. We feel like the pending
8 investigations are particularly relevant. So to the extent
9 they can be disclosed, just perhaps with personal identifying
10 information or provider information redacted, that's certainly
11 something that we would push for. I think there are mechanisms
12 in place in the court, you know, whether the entire thing is
13 under seal or whether it's subject to some confidentiality
14 agreement, but I think that the investigations themselves being
15 turned over to the auditors is crucial for us to understand the
16 current situation, as opposed to, you know, a year or two ago.

17 So we would certainly advocate for that. And to the
18 extent that's not happening, we would like to understand why.

19 **JUDGE GANDHI:** Well, just for A&M, you were saying
20 that if you needed to do field work, then the report would go
21 to January 15th. Is that what I heard?

22 **MR. MCCURLEY:** That's predominantly the reason for
23 the second option.

24 **JUDGE GANDHI:** Just to go back to that for a second
25 on the output, isn't field work -- is that a standard procedure

1 for the audit?

2 **MR. MCCURLEY:** Yes, sir, and we have conducted field
3 work already on the things. We recently added the County
4 scope, and the scope as added was to review the data that came
5 along. The point being, if you want the additional field work
6 to go verify the data, to go, for example, to a County facility
7 and see that a person has been admitted for substance abuse
8 disorder, or to go to the units and see that there are, in
9 fact, County caseworkers in the units doing medical evaluations
10 or behavioral health evaluations. What we've got today is
11 we'll get those reports, and I believe we'll get so far
12 everything -- the cooperation is great with the county. I
13 believe we'll get the information that we need in the data and
14 be able to make a judgment based on the data. But it's a
15 question of if you want us to do that further level of
16 verification.

17 **JUDGE GANDHI:** I mean, just without the field work,
18 we're going to have less confidence level in the report that
19 comes out, right?

20 **MR. MCCURLEY:** Yes, sir.

21 **JUDGE GANDHI:** I mean, given that this is the first
22 precedent and the first time we're doing it, I'm not sure we
23 want a report with medium or low confidence. I think we
24 want -- anyway, not for me. Judge Carter.

25 **THE COURT:** I think option two.

1 **MS. MARTINEZ:** You're absolutely right.

2 **THE COURT:** If you can't tell already, we're tending
3 towards option two.

4 **MS. MARTINEZ:** Option two, yes.

5 **THE COURT:** Okay? Do you need additional resources?
6 Last time I tossed out that you can't possibly spot audit,
7 maybe to your satisfaction and the Court's satisfaction and
8 eventually the public confidence in your report.

9 I think you had 18 at that time, and you were moving
10 up the ladder. I tossed out what about the Lusk Institute or
11 getting you additional resources for a moment. No, I'm going
12 to talk now. That's it. I'm going to talk now. No, thank
13 you. Now, I toss that out. I want to hear your response to
14 that.

15 There are resources out there from maybe UCLA, USC,
16 the Lusk Institute to make your spot checking more robust. If
17 you're confident that you'd like to hold that in-house right
18 now, I need to hear that. If you're going to reach out, then
19 maybe we can get other institutions involved, but that takes
20 time getting up to speed. It may be cumbersome for you. Maybe
21 this waits.

22 So why don't you huddle for just a moment because I
23 proposed it last time and -- no, I'll be with you in just a
24 moment.

25 **MS. RAFFERTY:** Judge, while the team is huddling, we

1 appreciate the gracious offer of looking at additional
2 resources. Right now, our team, the way we set this up is not
3 all of them are working 40 hours a week, although they are
4 working a lot of hours.

5 We can do it within our team. I think we have people
6 on our team that are very up-to-date on what we're looking for,
7 looking at a provider that receives significant funds,
8 understanding how they're funded, and then verifying at the
9 location that those services are being provided. If it becomes
10 extremely extensive where we can't really have a statistically
11 significant number, then we would be able to talk to other
12 resources that can contribute to us. We've --

13 **THE COURT:** I'll leave that --

14 **MS. RAFFERTY:** -- all been trained -- yeah. We've
15 all been trained on patient privacy. We've all been trained on
16 how to ask questions that are not intrusive. So there would be
17 some pre-work if we work with other institutions or
18 organizations to be able to provide that same level of service.
19 Most of us work in clinical areas. We are very, very sensitive
20 to, especially, like I've said before, talking to people
21 that -- we don't want to talk to people that don't want to
22 talk to us, just to get the information, in respect of their
23 own privacy. But right now, I think we have the team to be
24 able to do it. We just need more hours for our team.

25 **THE COURT:** I'll leave that to you in consultation

1 with Michelle Martinez, the special master, okay?

2 **MR. MCCURLEY:** Yes, sir.

3 **THE COURT:** I just need to have confidence when this
4 report comes in that there's been enough cross-checking or
5 spot-checking. Generally, we have confidence in your ability
6 to verify. Okay?

7 Michelle, do you have anything further?

8 **MS. MARTINEZ:** You now have the --

9 **THE COURT:** Jay, do you have anything further?

10 **JUDGE GANDHI:** No. No, sir.

11 **THE COURT:** Okay. I'm sorry.

12 **MS. MARTINEZ:** You now have the controller.

13 **MS. MARIANI:** Your Honor, can we ask just one
14 question before LASA leaves actually?

15 **THE COURT:** Well, they're not going to leave. I'm
16 sorry.

17 **MS. MARIANI:** Okay.

18 **THE COURT:** They're not leaving. I'm inviting you to
19 stay.

20 **MS. MARIANI:** But on this topic --

21 **THE COURT:** I'm done with the drop-in, drop-
22 out. Have a seat over here. Come on up right in the jury box,
23 that's fine, but I want to be able to see you now. Last time,
24 there was a contention between you and the controller, and
25 we're not going to have any more of that. You're both going to

1 be present.

2 I'm sorry, Counsel.

3 **MS. MARIANI:** No problem, Your Honor.

4 I was just hoping we could get clarification. I
5 thought I heard LASA say that the requested data that needs to
6 be provided to A&M can be pulled directly by the County, but I
7 just wanted clarification on that point, and it's important as
8 it relates to the ability to timely get data to A&M to avoid
9 any delays.

10 **MS. MITCHELL:** If I can second that, Your Honor,
11 that's actually important. It's one of the pieces of data that
12 we have been in discussions about with the County because the
13 County has said they need information from LASA to give us the
14 details that the City and the plaintiffs have asked for. So if
15 the County can access it directly, I think that would be
16 important to understand.

17 **THE COURT:** Mira, can you access this directly?

18 **MS. HASHMALL:** We're talking about a roster of
19 resources that are not County controlled, and LASA holds the
20 roster. We had suggested alternative work arounds, but there
21 was a request that this information come from a true roster,
22 which we've requested from LASA. We don't have that roster
23 without getting it provided.

24 **THE COURT:** Please.

25 **MS. EVAN:** We will work with the County to make sure

1 that we can get them that roster.

2 **THE COURT:** Okay, fair enough. Any other questions?

3 **MS. MITCHELL:** I'm sorry. I don't think that was the
4 question. The question was whether the County currently has
5 access to the data through another means.

6 **MS. EVAN:** We transfer HMIS data on a weekly basis to
7 the County via their InfoHub site.

8 **THE COURT:** Would you state that again slowly?

9 **MS. EVAN:** Yes. We do a weekly transfer of all HMIS
10 enrollment data to the county on a weekly basis to their
11 InfoHub site.

12 **MS. HASHMALL:** Right. So where there's a disconnect,
13 it's not the same as a roster. That's my understanding. Two
14 different things.

15 Do you have something to say?

16 **MR. YAP:** It's our understanding, Your Honor, that
17 the roster --

18 **THE COURT:** Use the mic.

19 **MR. YAP:** Sorry. It's our understanding that the
20 roster can be pulled from that weekly data, but in any event,
21 we'll provide it by the close of -- by the end of today -- or
22 by today, the roster that's requested.

23 **THE COURT:** Okay. Now, just a moment. Did you have
24 anything you wanted to say?

25 All right, just a minute. I want to talk to the

1 special masters for a moment.

2 **(Pause)**

3 **THE COURT:** Thank you very much.

4 **MS. HASHMALL:** Your Honor, can we have a point of
5 clarification on that last issue, please?

6 **THE COURT:** Please. And if any folks from the County
7 or the City out in the audience need clarification, just come
8 up and talk to the attorneys.

9 So please, Mira.

10 **MS. EVAN:** To clarify, they do have the data, but
11 understanding the correct program IDs in order to pull the
12 rosters needs further collaboration with LASA, which we will do
13 by the end of today.

14 **THE COURT:** Thank you. And for more clarification.

15 **MS. HASHMALL:** Thank you, Your Honor.

16 **THE COURT:** All right. I want to thank --

17 **MS. HASHMALL:** Oh, just one more point.

18 **THE COURT:** Please.

19 **MS. HASHMALL:** And I just want to make sure that I'm
20 clear. I know the chair has a conflict on October 25th, and so
21 we had suggested different dates, so I just --

22 **THE COURT:** Vice chair is fine. I can't get all of
23 you together. It's impossible. It's going to be the 25th.

24 **MS. HASHMALL:** Okay.

25 **THE COURT:** All right. Thank you.

1 **THE COURT:** Controller, Mr. Mejia, thank you for your
2 patience today. And if you'd like to bring any of your staff
3 up, and also Mr. Szabo, you both have been working on this
4 website, and on the last occasion, we had data that came in
5 literally the night before. I'd like to hear from you, you
6 know, about obstacles, progress, anything that you'd like to
7 state today.

8 **MR. MEJIA:** Thank you, Your Honor.

9 So we met two weeks ago in court, and we showed some
10 of our updates. Some of our updates are pretty minimal. It's
11 the same thing in which we add more financial metrics to our
12 website, you know, the pie charts and some invoices.

13 We've also met with LASA, too, as well, to discuss
14 how to reconcile some of the service provider invoices to the
15 actual LASA payments. And over the course of this work, over
16 the past two, three months of doing this, it has become
17 absolutely clear that in order for us to do this going forward,
18 there needs to be a more effective and efficient process on
19 having these service provider invoices tie to these cash
20 requests when they want the City to make payments to them.

21 So I know in one of the agreements that you showed,
22 where you said these invoices should be publicly available and
23 ready, that's what we're really having trouble with, is we do
24 get these service provider invoices, but it is so difficult to
25 tie them to these payments that it requires us to set up

1 multiple meetings. And these meetings could take, you know,
2 we'll meet in two days or we'll meet next week because, you
3 know, LASA is very busy, we understand that.

4 But it is very difficult to reconcile invoices to
5 these payments. And so, you know, as controller for the City,
6 we set the policies for how the City makes payments. And one
7 of the things that we're looking into is to have contractors,
8 which the main contractor is LASA, have contractors provide the
9 subcontractor invoices, which are the service providers, to
10 match the invoices that they want the City to pay, because it
11 is just so difficult to tie out these service provider invoices
12 to these cash requests.

13 And so, you know, I say this because if we're going
14 to keep doing this for eternity in the future, because we want
15 to do this. We want to give transparency on financial, you
16 know, on spending. It is just -- it's just come to the
17 conclusion that this is going to take forever.

18 **JUDGE GANDHI:** What is the remedy he's looking for?

19 **MR. MEJIA:** Say it again.

20 **JUDGE GANDHI:** What is the remedy you're asking for?
21 Are you asking for the City to revise its contracting process?

22 **MR. MEJIA:** That could be a possibility. From what
23 we -- when we spoke to the housing department this week, they
24 told us that they don't receive service provider contracts
25 because it is not in their contract with LASA to get the

1 service provider contracts. All the housing department gets
2 are these cash requests and these Excel sheets of, you know,
3 their general ledger.

4 And so, LAHD, the housing department, because they
5 said that it's not in the contract to receive the service
6 provider invoices, they, you know -- they just more so do
7 checks, you know, making sure that the cash request that LASA
8 is asking for is within budget, right? There really is no
9 verification from the City side on these invoices because we
10 don't get it. We don't get it. We rely on LASA to basically
11 verify that these invoices were received, that they're given,
12 that services were rendered.

13 And so, what I'm saying is when it comes to us now to
14 build this website to provide these invoices and match them to
15 the payments, it is just very difficult because we don't --
16 number one, it's either we haven't got them yet; or number two,
17 it is just we need to have multiple, multiple meetings to
18 figure out how to tie an invoice all the way back to a
19 payment.

20 And so, you know, what I'm trying to do is going
21 forward, and I've already told LASA this, is that if we update
22 our manual, the controller's manual, is that we would like the
23 contractors to include the subcontractor invoices to the cash
24 request so that it's able to tie one for one because right now
25 it's very difficult to do that.

1 And as your question, if it's contractual, then
2 that's something else that we'd probably have to discuss with
3 our, you know, City attorneys or whoever can make that happen
4 in the contract. But the contracts for some of these, for the
5 ones that we've seen, it does say that the City can request
6 contracts at any time from LASA. And so, you know, obviously
7 we've been doing that, but it's just been very, very difficult.

8 And so, I think what we're saying is going forward,
9 if we're going to keep doing this work, there needs to be a way
10 to tie these future invoices and these future cash requests
11 together so that we can be able to do this work with this
12 website pretty efficiently and effectively because it's just
13 taking so long to do this.

14 **JUDGE GANDHI:** And LASA should be asking its
15 providers to provide the sub invoices?

16 **MR. MEJIA:** Say that again?

17 **JUDGE GANDHI:** And LASA should be asking the
18 providers to provide the sub invoices?

19 **MR. MEJIA:** I think LASA does get the service
20 provider invoices. They do get it. And so, it's just a matter
21 of we need LASA to submit the service provider invoices now
22 with the cash request to the City. And those invoices should
23 match the cash request. That's pretty much the hard part, you
24 know.

25 As a CPA auditor, like, that is just basic, you know,

1 verification is tying out an invoice to what's on the, you
2 know, trial balance or general ledger, and then tying that to
3 the payment. Like, that's the difficulty that we're having.

4 So, you know, that's sort of pretty much our update.
5 We've added -- like I said, we've added more and more financial
6 metrics, but it's just if we're going to keep doing this, it's
7 just very inefficient, and it's very hard, you know.

8 **(Pause)**

9 **THE COURT:** So I'm going to simply restate what I've
10 absorbed. We're paying many bills without supporting
11 documentation.

12 **MR. MEJIA:** From my understanding, from what I see in
13 the controller's office, we get the cash request, but we don't
14 get the backup service provider invoices with it because, from
15 what I've been told, it's not in the contract for the housing
16 department, who handles the service provider contracts, to get
17 those invoices. So we don't get that level of detail.

18 **THE COURT:** So we're paying invoices without
19 supporting documentation. We can dress that up and dance
20 around it for a while, but --

21 **MR. MEJIA:** From what I've seen and from what I've
22 seen in our accounting system and the process, the City doesn't
23 get the service provider invoices.

24 **THE COURT:** Okay. Now, LASA, why is the City, when
25 they're paying these invoices without supporting documentation,

1 getting the supporting documentation from you? And I
2 understand in the past, you know, going backwards with the
3 audit, that that money may not be able to be accounted for.
4 But going forward, the whole idea of this website is to let the
5 public know what they're paying for, but let civic leaders make
6 good decisions based upon this data.

7 So an invoice for \$248,000 with one line is no longer
8 sufficient. I won't name the entity that submitted that to
9 you. But number two, the City moved from 25 percent to I think
10 it was 40 percent, Michelle, right, 40 percent on these cash
11 requests, which means we've actually gone up, in a sense, our
12 cash requests, which means we're getting less data about what
13 the City's paying for.

14 And historically, it seems that these invoices have
15 come in because this had been provider-oriented, not
16 performance-oriented, and these payments have been made based
17 upon an invoice that, quite frankly, the controller and the
18 Court and I have difficulty understanding. Help us.

19 How do we improve this? Instead of criticizing it,
20 how do we move forward and improve this?

21 **MS. TREJO:** The established process is -- I
22 apologize. Janine Trejo, CFO for LASA.

23 The established process is LASA, as the joint powers
24 authority, reviews the invoices from the service providers and
25 submits those, and we submit and roll up a cash request to our

1 funder, which is LAHD. LAHD does not request the backup
2 documentation.

3 **THE COURT:** I'm sorry, that's a -- who?

4 **MS. TREJO:** LAHD is the City department that LASA
5 submits the cash request to once LASA reviews all of the
6 service provider invoices.

7 **THE COURT:** So the City does not require this?

8 **MS. TREJO:** The City does not require it. LASA has
9 complied and provided the --

10 **THE COURT:** Will the City come up and join this for
11 just a moment, or Matt? Why?

12 **MS. MARIANI:** Your Honor, unfortunately, nobody from
13 the Housing Department is with us today.

14 **THE COURT:** Okay. Simple question. Why?

15 In other words, let's all get together and see if we
16 can improve this so that our invoices have supporting
17 documentation.

18 **MS. TREJO:** I do want to say that there is supporting
19 documentation for each and every provider invoice, and that
20 some of this is because the City is being introduced to the
21 invoices. It's their familiarity with reading the invoices and
22 understanding if there is multiple funding sources, and
23 receiving the books from the LAHD department, which has the
24 general ledgers that tie back to the service provider invoices.

25 And that is some of what we've been doing with the

1 controller's office, is walking them through the process so
2 that this way they have an understanding of it.

3 **THE COURT:** Do they have an understanding of it?

4 **MS. TREJO:** We've had two meetings so far, and
5 walking them through. We're hoping with further trainings that
6 they will become familiarized with it and be able to move
7 forward with reviewing of the invoices. But LASA is supporting
8 them at this time and walking them through.

9 **MR. GIBSON:** Good morning, Your Honor. Ed Gibson
10 with the CAO's office.

11 She's referring to LAHD as the Los Angeles Housing
12 Department. It is the contract entity between the City of Los
13 Angeles and LASA, who actually maintains the contracts, drafts
14 the contracts, and reviews the invoices.

15 I think for further understanding for all of us,
16 having better understanding of the invoices, getting the sub
17 invoices underneath is of value. I think that's been stated
18 several times.

19 **THE COURT:** Say that again, one more time.

20 **MR. GIBSON:** It is of value to collect those invoices
21 and sub invoices.

22 **THE COURT:** Okay. How do we then improve this? In
23 other words, how do we coordinate so that these invoices have a
24 supporting documentation?

25 **MR. GIBSON:** I'm going to defer to LASA on how it's

1 easiest to put together since they're putting the invoices into
2 the City, into the housing department. I apologize because the
3 housing department is not here to speak for themselves.

4 **THE COURT:** Okay.

5 **MS. TREJO:** So LASA has been providing all of the
6 invoices as been requested. We've been uploading them to the
7 City portal that they have available for LASA to upload. And
8 LASA has been doing this and providing the service provider
9 invoices for the Inside Safe. So it's part of the process with
10 LAHD and their ability to review the invoices and request them.

11 Right now, that hasn't been an established process,
12 and LASA is not resistant to the process and has been more than
13 willing to share all of the information that we do have.

14 **THE COURT:** Anybody?

15 **MR. MEJIA:** Your Honor, you know, Janine is correct.
16 We are having meetings because it is so difficult to tie out
17 these invoices to these payments, and so Janine is correct that
18 we are trying to understand how to tie that.

19 **THE COURT:** Just a moment. You know what I'm
20 absorbing, and that is if we have a hard time understanding,
21 what are we paying for?

22 **MR. MEJIA:** Right, right, right, right. And so from
23 my discussion with them is if they need to provide invoices,
24 service provider invoices, with these cash requests, they would
25 need to have more resources because it is time intensive. And

1 so from my understanding, when my office, the controller's
2 office, because we're the final approval, I don't see the
3 service provider invoices with the cash requests. And so what
4 I'm saying is that when you guys -- when LASA submits money for
5 the City to pay in these cash requests to include the service
6 provider invoices with that cash request, so that the backup is
7 there already, so that way we already have it together.

8 And so I've made that known to LASA. They let me
9 know that this can be something that can be done going forward,
10 but they would also need additional resources in order to do
11 that.

12 **MS. MARTINEZ:** Could I just get a good example, does
13 LASA address the time-limited subsidies? Do you receive money
14 from the City to manage the time-limited subsidies?

15 **MS. TREJO:** LASA receives a small amount of funding
16 from the City to manage time-limited subsidies through the City
17 HAP. It funds approximately 672 slots.

18 **MS. MARTINEZ:** So out of those 672 slots, when
19 they're asking for cash, how does that work? So whoever you
20 are providing those rental assistance for, because that's
21 essentially what the time-limited subsidies are, just to be
22 clear for the Court, for the judge to understand, how does LASA
23 invoice that and show documentation that those time-limited
24 subsidies are being provided to a subcontractor? It could be,
25 you know, the private owner that owns the house or whatever

1 have you, wherever these people are living. How is that
2 documented?

3 **MS. TREJO:** So LASA -- one, LASA conducts monitorings
4 with the service providers. Two, the service providers invoice
5 to LASA, and LASA reviews all of those invoices. Three, we
6 then package up the items and we return those cash requests to
7 our funders as the funders request and identify LASA does so.
8 So part of the process with LAHD is previously they were not
9 requesting that documentation with the exception of Inside
10 Safe, and LASA was uploading those invoices to the portal.

11 With the recent request that LASA has been receiving,
12 LASA has been pulling all of those invoices and providing them
13 to the City as we've been requested. Because the City is not
14 familiar with those invoices, it is difficult for them to go
15 through, especially when there's blended funding sources, to
16 understand.

17 So when they're referencing tying it out and they're
18 referencing an invoice, they're looking at the total amount
19 billed from the service provider. We've -- on some of the --
20 you know, on one of the walkthroughs, the first ones, we did
21 have to move down on the invoice and show that there's two
22 different funding sources. So the amount that you are trying
23 to tie out, you're trying to tie out to the overall contract
24 total, not to the total that has been billed to the funder. So
25 part of this is just a training and learning with the City,

1 since this is new to them, on how to review these invoices,
2 also how to go back and tie in general ledgers and multiple
3 invoices to a cash request.

4 The only thing that I want to add here is it's
5 because the cash request with LAHD serves multiple purposes.
6 It's for an advance, it's for a reconciliation, and it's to
7 request additional funding. So because it serves three
8 different purposes, there's multiple things that are going on
9 there.

10 **MS. MARTINEZ:** Yeah. So I'm just trying to get some
11 clarity, because if a council district -- you say Council
12 District 14 wanted to know how much time-limited subsidies, you
13 know, their folks are receiving within their council district,
14 would you be able to provide that in any council district? And
15 what I'm -- my research and what I'm observing at this point,
16 there is no verification. I can't -- no one can tell me
17 Council District 14 or Council District 3 has this many time-
18 limited subsidies, this is where it's at, this is who, you
19 know, we're serving. These are the contractors we're working
20 with in regards to apartments, homes, or whatever have you,
21 shared housing. There's no way to get that information, and
22 that is -- I'm trying to figure out to explain to the Court
23 what's going on here in regards to time-limited subsidies, and
24 I can't get there.

25 So I now want to thank you for clarifying that it's

1 on the housing department side, it's on the City, there needs
2 training, the monies, you know, provide different purposes, and
3 I get all of that, but eventually we need to get to the root
4 and figure out, and how do we follow once that person gets that
5 time-sensitive -- that subsidy for that rental assistance,
6 we're able to track it, and then track it by which council
7 district is receiving those funds, because at this point, I
8 can't tell the Court or -- how to verify that.

9 **MS. TREJO:** And I just want to add to that point on
10 council districts, that has never been a requirement of LASA is
11 to track to the council districts. It's always been
12 contracting based off of the super -- off of the spile
13 (phonetic) level. And so that's how --

14 **MS. MARTINEZ:** Which I'm in understanding, but you
15 know, when they're putting time subsidies part of their beds,
16 right, of paying for interim housing, I'm trying to connect
17 those dots, and I can't. I'm not saying it's on you, but for
18 the City as well.

19 **(Pause)**

20 **THE COURT:** Is there uniformity by your providers
21 when they submit these invoices and underlying documentation?
22 In other words, are -- is there -- or are you unduly consuming
23 time because each provider, in a sense, is submitting this
24 underlying data in different, you know, different categories,
25 different lines, different ways, which is -- must be incredibly

1 burdensome on you.

2 And if we don't have uniformity, can we create some
3 kind of documentation where a provider can, you know, go down a
4 checklist that would be able to be automated, because once we
5 have uniformity, we could start plugging that in, in like
6 categories. I've got a feeling that we're still in the old
7 days with providers demanding, in a provider, let's say,
8 friendly system. And when you do get those underlying
9 invoices, it's incredibly time consuming to go through each
10 individual submission, because you don't have uniformity or
11 forms.

12 **MS. TREJO:** There is uniformity, and there are
13 checklists provided to the service providers on what it is that
14 they're going to submit for their invoices. And there is
15 within our Salesforce platform, which is EGMS, there are lines
16 where every service provider goes and completes their
17 invoicing.

18 So within the system, that is standardized. What I
19 will say, though, is that every service provider has their own
20 accounting system. And so because they have their own
21 accounting system and they have their own chart of accounts,
22 how those map into our system, that is not standardized. And
23 so you're going to see nuances within the general ledgers that
24 service providers are providing. You're going to also see
25 nuances in just the operations for every service provider.

1 Service providers have different needs, because
2 although allocations are based off of a specific methodology,
3 the way the service providers bill is based off of actual
4 expenses. And so when they bill for their actual expenses, if
5 we're talking about an interim housing site, you're going to
6 see different types of billing with service providers based off
7 of what the service provider's needs are and their operations.

8 If a service provider owns their facility, they're
9 going to be having different categories than a service provider
10 that is leasing their facility. So there is going to be a
11 challenge with standardizing across service providers based off
12 of their accounting systems, their chart of accounts, their
13 general ledgers, and just the facilities that they operate.

14 **THE COURT:** Thank you very much. I'll turn back to
15 the controller.

16 **MR. MEJIA:** Thank you, Your Honor. And yeah, so just
17 to summarize pretty much, you know, we are getting these
18 invoices because we've requested it, right? It's just not
19 standard in the city. And so when we get these large millions
20 of dollars for cash requests, there's just nothing there behind
21 it. And so we will continue to meet with LASA to be able to
22 build this website for payments. We will -- you know, we'll
23 have these meetings. It could take up to 30 minutes to just
24 tie out one payment to a service provider invoice.

25 So if we're talking about hundreds or even a thousand

1 payments, like, for some we've been able to match one for one
2 easily, and we've showed them the ones that we've been able to
3 do. But, you know, we're hoping along as we do this training
4 and we do this work, there just needs to be a more efficient
5 process. Because like I said, if you want this to live on for
6 eternity, we need to have -- to be able to have these service
7 provider invoices tie easily to these cash requests that they
8 want us to pay.

9 And so that's sort of, you know, where we're at.
10 We'll continue to keep working with LASA and request meetings
11 and whatnot. But yeah, I mean, the website's up for you all to
12 see. It's pretty much the same with a few additional things
13 added. So if there's any other questions, just let me know.

14 **THE COURT:** Just one moment. Why can't the City
15 standardize?

16 **(Counsel confers)**

17 **MR. MEJIA:** I'll just add before Edwin comes. When
18 we spoke to the housing department, LAHD, this week, they said
19 it's not in their contract with LASA to explicitly provide the
20 service provider invoices with these cash requests.

21 **MS. MARTINEZ:** Just a question. Why can't the LA
22 housing department amend the contract to create that
23 standardization if you guys want that information?

24 **MR. GIBSON:** I agree. They should be able to amend
25 that agreement. So it really comes down to what's practically

1 possible working within LASA's system and the service
2 providers. Because I think, as the controller mentioned, as
3 those meetings go back and forth, and sometimes we're part of
4 them, sometimes we're not, but as a CAO, but as we move towards
5 that, if something works that gets us there, then yes, the
6 housing department can amend their contracts. They're updated
7 all the time anyway, and get us to a better form.

8 But I acknowledge for LASA -- I'm going to
9 acknowledge for LASA, those invoices come in all different
10 kinds -- with the systems.

11 **MS. MARTINEZ:** Right, formats.

12 **MR. GIBSON:** It's quite challenging, even with the
13 standardized forms that the housing department does use, which
14 just don't tie out when you need the detail.

15 **MS. MARTINEZ:** So on the City side, figuring out how
16 do you standardize and amend that contract with LASA, and I
17 think LASA is open to that. But the issue is really, and I
18 come from Orange County, much smaller county, right?
19 Typically, you know, we expect a lot of our contractors to have
20 the same systems, and an example was given at the last hearing,
21 the Salesforce, right? But you know, typically cities have
22 certain programs and systems in place. And when we do
23 subcontracting, we want to make sure that some of these
24 contractors for their accounting purposes, that there is some
25 standardization.

1 So if you have all these providers having their own
2 systems that you can't integrate into your system is causing
3 more work, something has to give. That there has to be some
4 form or way to streamline that and working with your providers
5 or possibly your largest providers that could possibly
6 undertake this. I get the smaller providers may not be able to
7 do that, but your larger providers possibly can so that you can
8 streamline your work. Because this is what it essentially
9 comes down to is making sure that we create standardized
10 processes, but more importantly, that it's not just within
11 government, but it's also with the subcontractors as well.

12 **THE COURT:** How do we move forward and improve this
13 system?

14 **MS. TREJO:** Janine Trejo, CFO LASA.

15 With that, that requires an investment from the
16 funders to be able to stand that type of thing up with the
17 service providers. If we are going to request that the service
18 providers are standardizing their accounting systems and/or
19 chart of accounts, each individual entity being a non-profit
20 establishes their chart of accounts based off of their agency
21 needs. And every single service provider receives a variety of
22 funding, not just the funding received by LASA.

23 So LASA does work with the service providers to
24 ensure that we are reviewing those invoices as they come in. I
25 will say also that with the amount of admin funding that LASA

1 does receive from the City, it is challenging for LASA to then
2 establish even further setup internally.

3 **MS. MARTINEZ:** I definitely understand your position
4 and I go back to the City. Ultimately, there's going to be a
5 question, understand LASA is dealing with 85, 84 other cities,
6 including the big monster, which is the City of Los
7 Angeles. We all know that.

8 And, you know, looking at the functionality of the
9 system, it's just -- this is one example that this is not
10 functioning for the City of Los Angeles. When you can't even
11 keep track of basic standardization of invoices.

12 So the City is going to have to have a broader and
13 larger conversation with LASA and what the future looks like,
14 because you cannot continue to offer 85 other cities and what
15 you're doing with them, plus dealing with a major problem in
16 Los Angeles, where they do have the largest homeless problem.

17 And this is an emergency. They look at this as a
18 crisis and they were trying to get a hold of what's going
19 on. And if there's limitations, they need to understand that
20 and may need to make some big decisions in the future. We're
21 not policy makers, but what we're hearing, there is some basic
22 fundamental issues when it comes to standardization and not
23 being able to get the information needed so their policy makers
24 can make good decisions with the taxpayer's dollars.

25 **MS. TREJO:** I think the only thing that I want to add

1 is really it is also just that this is new to the City and it's
2 partly that our City partners need to understand the backup
3 documentation and how it links. It is hard when you receive
4 years' worth of invoices to then try to go back and tie cash
5 requests. So I acknowledge that that is challenging and that's
6 why LASA is working with the City to walk through these types
7 of invoicing.

8 It would also require a certain type of investment
9 within LAHD for them to have the ability to be able to do that,
10 to collect those invoices and do that review.

11 **MS. MARTINEZ:** Agree.

12 **JUDGE GANDHI:** Is A&M looking at the invoice
13 submission and documentation process?

14 **MS. BROWN:** Yes, we are.

15 **JUDGE GANDHI:** Are you going to have recommendations
16 or corrective actions on that?

17 **MS. BROWN:** We will definitely address it in our
18 report.

19 **JUDGE GANDHI:** Thank you.

20 **THE COURT:** I'll turn it back to the controller if
21 you have any other further comments, but otherwise I think
22 that's enough for today.

23 **UNIDENTIFIED SPEAKER:** That's all we have. Thank
24 you, Your Honor.

25 **THE COURT:** Okay, any other comments by any of the

1 parties? Otherwise, I'm going to thank you for your
2 attendance. LA Alliance?

3 **MR. UMHOFFER:** No, Your Honor.

4 **THE COURT:** City?

5 **MS. BROWN:** Nothing further, Your Honor.

6 **THE COURT:** I'm sorry. I'm sorry, County?

7 **MS. BROWN:** Nothing further.

8 **THE COURT:** City?

9 **MS. MARIANI:** Nothing further, Your Honor, thank
10 you.

11 **THE COURT:** Shayla?

12 **MS. MYERS:** No, Your Honor.

13 **THE COURT:** A&M? Carla? Yeah, we're going to be
14 returning on October 25th at 8 o'clock in the morning. If you
15 want, we can make it earlier, but we'll set it at 8 o'clock
16 right now. And I would expect that that would be a meeting
17 between the highest levels of the City decision makers. And I
18 would expect that LASA would be here with full authority to
19 enter into a discussion with the mayor and whoever is here from
20 the Board of Supervisors. So if Lindsey Horvath can't be here,
21 she has another obligation, I understand that. Maybe she'll
22 appoint somebody in her stead, okay?

23 **MS. HASHMALL:** Thank you, Your Honor.

24 **THE COURT:** And the President of City Council is
25 invited. Matt, you're always welcome, okay? We need your

1 input, all right.

2 Anything further, Michelle? Okay. Thank you very
3 much. We're on recess.

4 **(Proceedings concluded at 11:06 a.m.)**

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CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

October 17, 2024

Signed

Dated

TONI HUDSON, TRANSCRIBER