

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., )	
Plaintiffs, )	CIVIL
vs. )	Los Angeles, California
)	Thursday, December 18, 2025
CITY OF LOS ANGELES, ET AL., )	( 8:07 a.m. to 9:33 a.m.)
)	(10:04 a.m. to 10:25 a.m.)
Defendants. )	(10:43 a.m. to 11:58 a.m.)
	( 1:09 p.m. to 2:06 p.m.)
	( 2:26 p.m. to 4:29 p.m.)
	( 4:55 p.m. to 5:42 p.m.)
	( 5:46 p.m. to 6:02 p.m.)

EVIDENTIARY HEARING -

ORDER TO SHOW CAUSE RE CONTEMPT CITY OF LOS ANGELES  
[DKT.NO.1066]

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

APPEARANCES:

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<u>DEFENDANTS' WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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MATTHEW SZABO	5/72	111/152/243		
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1 Los Angeles, California; Thursday, December 18, 2025; 8:07 a.m.

2 (Call to Order)

3 THE COURT: All right, thank you very much, Counsel.  
4 If you'd be seated, then we're back in session. Counsel are  
5 present, but we're on CourtSmart again. So as we resume, if  
6 you identify yourself and who you represent, so please.

7 Mr. Szabo, good morning. If you'd be kind enough to  
8 retake the stand, please. And this courtroom apparently has a  
9 defective box. And apparently Judge Wright has people testify  
10 from down here, but if you don't mind, let's try this. Yeah,  
11 and be careful.

12 Please be seated.

13 MATTHEW SZABO, DEFENDANTS' WITNESS, PREVIOUSLY SWORN

14 THE WITNESS: Thank you.

15 THE COURT: And once again, sir, would you state your  
16 full name?

17 THE WITNESS: Matt Szabo.

18 THE COURT: And would you spell your last name,  
19 please?

20 THE WITNESS: S as in Sam, Z as in zebra, A-B-O.

21 THE COURT: And you recall the oath that was  
22 administered on the last occasion.

23 THE WITNESS: Yes.

24 THE COURT: Thank you, sir. Counsel.

25 MR. MCRAE: Do we make appearances first, Your Honor?

1           **THE COURT:** Please.

2           **MR. MCRAE:** I think I said that for the record. Do  
3 you want the plaintiffs to go first?

4           **MR. MITCHELL:** Good morning, Your Honor. Elizabeth  
5 Mitchell and Matthew Umhofer. Umhofer, Mitchell, and King on  
6 behalf of Plaintiff L.A. Alliance.

7           **MR. MCRAE:** Marcellus McRae and Bradley Hamburger,  
8 Gibson, Dunn & Crutcher, appearing on behalf of the City of Los  
9 Angeles.

10          **MS. MYERS:** Shayla Myers from the Legal Aid  
11 Foundation of Los Angeles on behalf of the intervenors.

12          **THE COURT:** There you are.

13          **MS. BRODY:** This is Lauren Brody on behalf of the  
14 county.

15          **THE COURT:** And the council.

16          **MR. MCRAE:** May I proceed, Your Honor?

17          **THE COURT:** Please.

18          **MR. MCRAE:** Thank you, Your Honor.

19                   **DIRECT EXAMINATION (RESUMED)**

20   **BY MR. MCRAE:**

21   Q     Mr. Szabo, on December 4th, you testified that you -- hang  
22 on one second here. Mr. Szabo, do you recall testifying  
23 regarding bed creation being the primary purpose of the  
24 Alliance Settlement Agreement?

25   A     I do, yes.

1           **THE COURT:** Could you pull that microphone just a  
2 little closer to you?

3           **MR. MCRAE:** Certainly.

4           **THE COURT:** And then would you restate that question  
5 again, please?

6           **MR. MCRAE:** Yes, Your Honor.

7 **BY MR. MCRAE:**

8 Q       Mr. Szabo, do you recall your testimony regarding bed  
9 creation being the primary purpose of the Alliance Settlement  
10 Agreement?

11 A       I do, yes.

12 Q       And when you said that, sir, were you suggesting that bed  
13 creation was the only purpose of the Alliance Settlement  
14 Agreement?

15 A       No. No, I wasn't.

16 Q       So why did you say you viewed the creation of beds as the  
17 primary purpose of the Alliance Settlement Agreement?

18 A       Well, I said that because throughout the process to get to  
19 the settlement, the objective -- this is in my view, of  
20 course -- the objective was to create a framework whereby the  
21 City would be required to establish a certain number of  
22 beds. And once we created that threshold number of beds, in  
23 this case it was 60 percent of the unsheltered population in  
24 the 2022 pit count of persons experiencing homelessness that  
25 were appropriate for City shelter, that the City, if it wished

1 to proceed with enhanced camping or encampment restriction  
2 procedures, it would be allowed to do so. That was the main  
3 structure and the main framework. Build the housing for a  
4 threshold number of individuals who are living on the streets  
5 as of a certain time, and that that would or could facilitate  
6 enhancements to the City's policies as it relates to keeping  
7 the public right-of-way clean and clear of encampments.

8 Q And, sir, let me direct your attention now to Exhibit 557,  
9 which is going to be ECF 1111, which should be -- if we can go  
10 to the bottom of page 69, lines 23 through 25, and we'll go to  
11 the top of page 70, lines 1 through 8.

12 And for the record, my understanding is that this is the  
13 transcript of the proceedings that took place, this being  
14 Exhibit 557 and ECF 1111, the transcript of the proceedings  
15 that took place on December 15th.

16 So, sir, you'll see in the section that I called out to  
17 you that Mr. Webster testified earlier this week that he  
18 disagreed with your testimony that the Section 7.1 reporting  
19 obligations were intended to reflect the City's quarterly  
20 progress in implementing the Alliance Settlement Agreement.

21 Sir, can you explain for us why you understood that the  
22 reporting obligations in Section 7.1 were intended to provide  
23 quarterly updates regarding the City's implementation of the  
24 Alliance Settlement Agreement?

25 A Yes, just one moment, though. I don't see what you have

1 up there. Can you repeat the exhibit? I need to pull it up  
2 here.

3 Q You know, let me make an inquiry with respect to the  
4 logistics.

5 **MR. MCRAE:** Your Honor, I'm not -- I, like you, was a  
6 little disoriented this morning when I saw the juxtaposition of  
7 where we were all sitting. Oh, there is a monitor. Thank  
8 you.

9 **BY MR. MCRAE:**

10 Q Mr. Szabo, do you now see the reference to the Exhibit  
11 557, ECF 1111 to which I was referring?

12 A I do, yes.

13 Q Okay. And do you need me to repeat the question, sir?

14 A If you could, please.

15 Q Sure. I was explaining that you can see here that  
16 Mr. Weber testified that he disagreed with your testimony that  
17 the Section 7.1 reporting obligations were intended to reflect  
18 the City's quarterly progress in implementing the Alliance  
19 Settlement Agreement. And I wanted you to explain why you  
20 understood that the reporting obligations in Section 7.1 were  
21 intended to provide quarterly updates regarding the City's  
22 implementation of the Alliance Settlement Agreement.

23 A Well, I mean, first and foremost, it's because that's what  
24 it says, and that's what we negotiated. That's what I  
25 read. It said that we were -- as I recall, it states at the



1 beginning that the reporting requirements of 7.1 are related to  
2 or we are reporting on the progress of the Settlement  
3 Agreement. So the obligations of the Settlement Agreement  
4 primarily, as I stated, in terms of what the City needed to do  
5 as opposed to what the City needed to report or set milestones  
6 for, et cetera, it was primarily about the creation of the beds  
7 and meeting that required number of beds. So our reporting is  
8 all related to the beds that are created.

9 Q So let me, in fact, show you Exhibit 25, and if we could  
10 take a look at Section 7.1 of Exhibit 25. And in salient part,  
11 if you look at the first sentence, it says, the City will  
12 provide quarterly status updates to the Court regarding its  
13 progress with this agreement. And then it goes on to say  
14 including, and there's the first sentence, and you see the  
15 second sentence. Sir, when you were talking about context and  
16 the understanding that the City was to report on its progress  
17 with the agreement on a quarterly basis, is the language in 7.1  
18 in the first sentence what you were referring to?

19 A That is what I was referring to, yes.

20 Q Is that qualifying language in the first sentence of  
21 Section 7.1 also what informed your understanding of the  
22 reporting obligations in the second sentence of Section 7.1?

23 A Yes.

24 Q Now, sir, did you ever understand Section 7.1 to require  
25 the City to provide quarterly reports regarding all of the City

1 of Los Angeles' efforts to address homelessness beyond the  
2 Alliance Settlement Agreement?

3 A No, I didn't.

4 Q Are you aware of any court order that states that Section  
5 7.1 of the Alliance Settlement Agreement requires the City to  
6 report on its efforts to address homelessness even beyond those  
7 effectuated under the Alliance Settlement Agreement.

8 A No.

9 Q Mr. Szabo, let me turn your attention back to Exhibit 557,  
10 which is ECF 1111, this time reading from pages 91, line 11,  
11 through page 92, line 19. Do you have that in front of you,  
12 sir?

13 A Yes.

14 Q So Mr. Weber testified earlier this week that the City  
15 cannot satisfy its reporting obligations in the first section  
16 of 7.1 with a single data point. Let me explore with you a few  
17 questions. First, Mr. Szabo, does the City of Los Angeles  
18 offer all of the beds that it has created under the Alliance  
19 Settlement Agreement?

20 Q We do once they're open and occupiable, yes.

21 Q And, sir, is this the reason that the City's quarterly  
22 reports uses the same number to report both the number of  
23 housing or shelter opportunities created or otherwise obtained  
24 and the number of beds or opportunities offered, which are the  
25 first two metrics mentioned in the first sentence of section

1 7.1?

2 A Yes.

3 Q Now, in order to figure out the number of beds or  
4 opportunities that are currently available in each council  
5 district in the context of Section 7.1, do you have to start  
6 with the total number of beds reported in the first two metrics  
7 in the first sentence of Section 7.1?

8 A Yes. Those provide the citywide numbers, yes.

9 Q And do you then, in the effort to determine the number of  
10 beds or opportunities currently available in each council  
11 district, take the total number and allocate it on a per  
12 council district basis?

13 A Yes.

14 Q And, Mr. Szabo, do the quarterly reports that the City has  
15 prepared, pursuant to the Alliance Settlement Agreement,  
16 contain only one data point for all of the metrics in Section  
17 7.1?

18 A Well, no. There's multiple data points that are reported  
19 in the quarterly report.

20 Q Let's take a look at Exhibit 502, which is ECF 1072.  
21 Mr. Szabo, you should see Exhibit 502, ECF 1072, and we're  
22 looking at page 2 of that document. And to be more precise,  
23 it's actually ECF 1072-1. Now, Mr. Szabo, are we looking at  
24 the supplemental report for the quarter ending September 30,  
25 2025?

1 A Yes, that's right.

2 Q And sir, can you, using this exhibit, illustrate your  
3 point that the City does not report a single data point in  
4 response to the reporting requirements set forth in Section  
5 7.1? Let me rephrase the question. Can you use this exhibit to  
6 illustrate that the City reports more than one data point in  
7 reporting on the metrics set forth in Section 7.1?

8 A Yes.

9 Q Please proceed.

10 A So if we are looking at the, for example, the number of  
11 beds available per council district, we would look at -- well,  
12 first, we would look at the second column that shows each --  
13 that indicates which site or where the site is located in which  
14 council district. We would then look at the, I guess that  
15 would be the sixth column, which shows how many beds there  
16 are. And then we would look at the seventh column, which is  
17 the status.

18 So if it's open, then we would be -- you would look at the  
19 status, you'd look at the number of beds, and then you would  
20 look at the council district. And in the attachment, it  
21 would -- those three points would tell you how many beds are  
22 available per council district for that quarter.

23 Q And is there another data point there, PEH served?

24 A Yes.

25 Q And, sir, has the City ever suggested that it could use a

1 single data point to report on all of the 7.1 metrics in the  
2 quarterly report?

3 A No.

4 Q Has the City consistently used multiple data points to  
5 report on the Section 7.1 metrics in the quarterly reports?

6 A Yes.

7 Q And, sir, do the City's quarterly reports contain  
8 information that would allow the reader to evaluate how beds or  
9 opportunities are created under the Alliance Settlement  
10 Agreement -- let me rephrase. Do the City's quarterly reports  
11 contain information that would allow the reader to evaluate how  
12 the beds or opportunities created under the Alliance Settlement  
13 Agreement are distributed throughout the City?

14 A Yes.

15 Q And do the quarterly reports also contain information that  
16 would allow the reader to evaluate how beds created under the  
17 Alliance Settlement Agreement are planned to be distributed  
18 going forward?

19 A Yes, it does. That would be the in-progress  
20 classification.

21 Q So, sir, looking at Exhibit 502, which should still be on  
22 the screen, ECF 1072-1, page 2, can you show us how a reader  
23 could look at this quarterly report to determine how beds or  
24 opportunities created under the Alliance Settlement Agreement  
25 are distributed throughout the City and plan to be distributed

1 throughout the City?

2 A So, on the section that you have on the screen, all of the  
3 beds show as open. So those are what is actually open. We  
4 indicate for each site, of course, the number of beds, the  
5 council district, which would give you a general idea of how  
6 the beds are distributed, and then we also provide the  
7 specific -- we also provide the address where possible. There  
8 are some cases where it's scattered and we aren't able to  
9 provide the address, but in many cases we provide the  
10 address. And then later in the document when we indicate the  
11 beds that are in progress, and that would indicate to the  
12 reader, the Court, the plaintiffs, the intervenors, the  
13 distribution, the planned distribution of beds that we intend  
14 to cite as complying with our obligation once they are open and  
15 occupiable.

16 Q And, Mr. Szabo, let me switch gears here, does Exhibit  
17 502, ECF 1072-1, or any other quarterly reports show the number  
18 of beds or opportunities that are unoccupied at any given  
19 moment?

20 A It just shows the beds that are unoccupied?

21 Q Let me rephrase the question.

22 A Yeah.

23 Q Is there a column or section of the quarterly reports that  
24 purports to state which beds are unoccupied at any given time?

25 A No.

1 Q Why is that, sir?

2 A Well, so for -- we -- in effort to provide a more complete  
3 picture about how the beds are being used, although it was not  
4 and is not required, we have been reporting since our initial  
5 report in January of 2023, PEH served, persons experiencing  
6 homelessness served. That is, we feel, the best way we can  
7 indicate how these beds are being used.

8 For permanent housing, almost by definition, the goal is  
9 for that unit to be used on a permanent basis. So we report  
10 how many of those units are leased and have a person  
11 experiencing homelessness using that unit as a permanent home.  
12 We report that under our persons experiencing homelessness  
13 served metric. For the interim housing, because the purpose of  
14 interim housing is temporary, the idea is that you would have  
15 turnover, that it would be a temporary place for someone to  
16 stay in the interim while they're waiting for permanent  
17 housing, waiting for that opportunity. We report how many  
18 intakes that unit -- that bed or unit has received since it was  
19 open and occupiable.

20 So it's two forms, but it's getting at what the purpose of  
21 each type of housing is. As it relates to -- look, we've been  
22 reporting that from the beginning. And if the objective was  
23 somehow to provide in a quarterly report real-time occupancy  
24 data, that wouldn't make any sense at all because it's a  
25 quarterly report that even by the time we submit it to the

1 Court, we submit it the 15th of the month following that  
2 quarter, that data would be stale. It wouldn't be usable for  
3 anyone to say, okay, ah, here's what's available now. It would  
4 be immediately stale upon submitting that to the Court. So  
5 we've never considered that obligation to be a real-time  
6 occupancy report. It's been available. We've used available  
7 as these are the units that are available for use by the City  
8 to house people on an interim basis or on a permanent basis.

9 Q And sir, is this specter of staleness that you described  
10 were unoccupied to be adopted in the manner that you  
11 identified, is that a function of the constant changing of who  
12 occupies a bed?

13 A Certainly for interim housing, absolutely. At any given  
14 time, I mean, and the goal is to have turnover in interim  
15 housing. So although we want -- we do want to fully utilize  
16 the beds that we've established, the goal is to have turnover  
17 as quickly as we can. And so there will always be -- there  
18 should always be availability and we should be working to  
19 create availability in our interim housing stock.

20 Q And are you aware of any feasible way for the City to  
21 report on the number of unoccupied beds at any given time that  
22 would be current in real time when a quarterly report was  
23 submitted?

24 A No.

25 Q And, Mr. Szabo, does the Alliance Settlement Agreement,



1 which is Exhibit 25, define the word available as unoccupied?

2 A No.

3 Q In fact -- well, does the word unoccupied appear anywhere  
4 in the Alliance Settlement Agreement?

5 A Not to my knowledge, not to my recollection.

6 Q And are you aware of any court order adopting  
7 Mr. Webster's interpretation of Section 7.1 that the City is  
8 required to provide in each quarterly report the number of beds  
9 or opportunities that are currently open at the time the  
10 quarterly report is submitted?

11 **MS. MITCHELL:** Objection. Misstates the testimony.

12 **MR. MCRAE:** I'll rephrase, Your Honor.

13 **BY MR. MCRAE:**

14 Q Are you aware of any court order that adopts an  
15 interpretation that Section 7.1 requires the City to provide in  
16 each quarterly report the number of beds or opportunities that  
17 are currently open at the time of the quarterly report?

18 **MS. MITCHELL:** Objection. Misstates the testimony.

19 **THE COURT:** Do you understand the question?

20 **THE WITNESS:** I do.

21 **THE COURT:** You may answer it.

22 **THE WITNESS:** No.

23 Q Mr. Szabo, in looking at Section 7.1 of Exhibit 25, if we  
24 could have that back on the screen. So if you, sir, look at  
25 the first sentence of Section 7.1, the second metric listed

1 there is the number of beds or opportunities offered. Do you  
2 see that, sir?

3 A Yes.

4 Q Now, when your office has interpreted that reporting  
5 requirement for purposes of preparing the quarterly reports,  
6 have you interpreted the word "number" in that dependent  
7 clause, the number of beds or opportunities offered, as  
8 pertaining to beds or opportunities or offered?

9 **MS. MITCHELL:** Objection. Vague.

10 **THE COURT:** Sustained.

11 **BY MR. MCRAE:**

12 Q Okay. Sir, you see the word number in that sentence?

13 A Yes.

14 Q When you read that phrase, the number of beds or  
15 opportunities offered, what do you understand the word number  
16 to be referring to?

17 A To beds or opportunities.

18 Q Why is that?

19 A Well, principally because that's what it says, but also  
20 because, as I stated previously, the primary obligation of the  
21 settlement, the primary obligation of the City is to establish  
22 a required number of beds or opportunities.

23 Q And, sir, is it feasible currently for the City to report  
24 the number of times a given bed were offered under the Alliance  
25 Settlement Agreement?

1 A It is not.

2 Q Why not?

3 A It's not because we do not track, and by we, I mean  
4 broadly, the outreach workers that are employed through LAHSA,  
5 though, in some cases, the City directly, in some cases, the  
6 County. We don't track the number of offers that are rejected.  
7 The general goal is to offer -- to the extent a bed is  
8 available that would meet the needs of a person experiencing  
9 homelessness, is to offer that bed in as many ways as is  
10 required until the person is ready to accept the bed. We don't  
11 track the number of offers rejected. We do, and we do report  
12 on the number of offers accepted. And again, that gets to our  
13 point around the persons experiencing homelessness served. How  
14 are these beds being utilized? How many offers are accepted is  
15 also reflected in PEH served.

16 Q Sir, you testified earlier in this proceeding that for  
17 purposes of the quarterly reports, you interpret the term offer  
18 as used in Section 7.1, or rather offered, to mean on  
19 offer. Do you agree with an interpretation that the word  
20 offered means the number of times that a bed is offered?

21 **MS. MITCHELL:** Objection. Leading.

22 **MR. MCRAE:** Do you agree with it?

23 **THE COURT:** It is leading, but you can answer the  
24 question.

25 **THE WITNESS:** No, that's not how I've interpreted

1 it. That's not how we've reported it.

2 **BY MR. MCRAE:**

3 Q Were you ever confused about the meaning of the word  
4 offered in the context of Section 7.1, sir?

5 A No.

6 Q Has your office consistently interpreted the word offered  
7 to mean an offer in the context of reporting on Section 7.1 in  
8 the quarterly reports?

9 A Yes.

10 Q And are you aware of any provision of the settlement  
11 agreement that adopts a definition of the term offered as the  
12 number of times a bed is offered?

13 A I'm not.

14 Q Are you aware of any court order that prescribes that the  
15 word offered in Section 7.1 means the number of times a bed is  
16 offered?

17 A I'm not.

18 Q Sir, you also testified earlier that the majority of the  
19 offers of beds or shelters are made by service proprietors who  
20 report to LAHSA rather than the City. Does the City of Los  
21 Angeles have offers of beds that in some instances makes  
22 directly?

23 A In some instances, yes.

24 Q In which instances are those, sir?

25 A That would principally be related to the Inside Safe

1 program.

2 Q Can you tell us why the City has not reported in the  
3 quarterly reports the number of offers made through Inside Safe  
4 as the total number of beds offered in the quarterly reports?

5 A Well, two reasons. Number one, it would be incomplete.  
6 And number two, as I stated, we don't keep a running count of  
7 how many offers are rejected. The objective of the outreach  
8 workers that are employed by the City and the objective of the  
9 outreach workers employed by service providers and by LAHSA  
10 directly is to provide the best possible pathway for the  
11 individual living on the street to a sheltered situation. And  
12 they're not tracking and they don't track how many times an  
13 offer is rejected.

14 Q Sir, would the City be willing to report an incomplete  
15 number of beds offered in the form of Inside Safe beds in the  
16 quarterly reports on a going forward basis if requested to do  
17 so by the Alliance?

18 A If requested to do so by the Court and if agreed with the  
19 Alliance, certainly.

20 Q Mr. Szabo, do you recall testifying earlier that the  
21 reference, if we could have, we still have Section 7.1 up, if  
22 we look at the second sentence, right after to the extent  
23 possible, you see the reference to the number of PEH  
24 engaged. Do you see that, sir?

25 A Yes.

1 Q And do you recall testifying earlier that you construed  
2 this reference to the number of PEH engaged as being guided by  
3 the language in the first sentence of Section 7.1 that the  
4 City's going to provide quarterly reports regarding its  
5 progress under the agreement?

6 A Yes.

7 Q Now, sir, can you tell us why you believe that it makes  
8 sense to read this obligation where the City will work with  
9 LAHSA to include in the quarterly status updates to the extent  
10 possible the number of PEH engaged as being read in connection  
11 with the obligation to report on the City's progress under the  
12 agreement on a quarterly basis?

13 **THE COURT:** Would you repeat that, counsel? Just the  
14 same question. I missed the last question.

15 **MR. MCRAE:** I know. As I was sitting there, Your  
16 Honor, I was thinking, I'll give it a try.

17 **THE COURT:** I don't have real time, that's why.

18 **MR. MCRAE:** I'll give it a try to try to recreate  
19 that.

20 **BY MR. MCRAE:**

21 Q Mr. Szabo, can you explain to us why you felt it made  
22 sense to read this language, the City will work with LAHSA to  
23 include in the quarterly status updates to the extent possible  
24 the number of PEH engaged as being guided by the first sentence  
25 that says the City will provide quarterly status updates to the

1 Court regarding its progress with this agreement?

2 A Again, plainly because that's what it says. I mean, the  
3 paragraph says quarterly status updates to the Court regarding  
4 its progress with this agreement. It's clear to me that if the  
5 request is that we're going to report to the extent possible  
6 PEH engaged, it would be in relation to our progress with this  
7 agreement, meaning it would be in relation to the beds that we  
8 have established as a result of this agreement.

9 Q Are you aware of any court order that says that in  
10 reporting on PEH engaged under Section 7.1 that the City is not  
11 limited to PEH engaged in connection with the Alliance  
12 Settlement Agreement?

13 A No.

14 Q Mr. Szabo, do you agree with the assertion that at the  
15 time the parties -- well actually let me contextualize this.  
16 Let's take a look again at Exhibit 557, ECF 1111, and we'll go  
17 to pages 97 and 98. And in salient part, we will start on page  
18 97 with line 18. And why don't we move forward a bit, go down  
19 a little bit more. Thank you. Thank you.

20 So you see in line 18 here, Mr. Webster's testifying in  
21 substance that there were systems in place at the time the  
22 parties entered into the Alliance Settlement Agreement that  
23 could capture all the metrics listed in Section 7.1. And I  
24 want to ask you, sir, do you agree that as of the time that the  
25 parties entered into the Alliance Settlement Agreement, the

1 City of Los Angeles had data systems in place that would  
2 capture all of the metrics identified in both sentences of  
3 Section 7.1?

4 A No, we certainly did not.

5 Q Why not, sir? Let me -- that was an imprecise question.

6 A Sure.

7 Q Why don't you agree?

8 A I don't agree because the City of Los Angeles certainly  
9 didn't have data systems in place to report on the second  
10 sentence of 7.1. And I know that LAHSA, in part, doesn't have  
11 data systems in place even today to report on, for example, the  
12 number of offers rejected. And so that, yes, we did not have  
13 those systems in place.

14 Q And during your tenure as City administrator, has  
15 Mr. Webster ever worked in your office?

16 A No.

17 Q And as far as you are aware, has Mr. Webster ever worked  
18 for LAHSA?

19 A No.

20 Q Has Mr. Webster ever had a role in preparing any of the  
21 City's quarterly reports?

22 A No.

23 Q Has Mr. Webster ever had a role in collecting the data  
24 that your office uses to prepare the quarterly reports?

25 A No.



1 Q Mr. Szabo, does the City have the ability to unilaterally  
2 update or change any data systems that it relies on to prepare  
3 the quarterly reports that the City does not itself operate?

4 A No.

5 Q Sir, did you at any time understand the Alliance  
6 Settlement Agreement to be a means to achieve every objective  
7 regarding homelessness that anyone ever had?

8 A No.

9 Q Do you view the Alliance Settlement Agreement as a means  
10 to achieve the specific obligations in that agreement?

11 A Yes.

12 Q Mr. Szabo, on December 4th, do you recall testifying that  
13 you first became aware of the Alliance having concerns about  
14 the City not reporting Section 7.1 metrics about four to six  
15 weeks prior to your December 4th testimony of this year?

16 A Yes, I recall that.

17 Q Now, sir, are you ruling out the possibility that you were  
18 notified a few months prior, in approximately July or in July  
19 2025, that counsel for the Alliance expressed that the City was  
20 not reporting on Section 7.1 metrics?

21 **MS. MITCHELL:** Objection leading.

22 **THE COURT:** Overruled. You can answer the question.

23 **THE WITNESS:** No, that's possible.

24 //

25 //

1 **BY MR. MCRAE:**

2 Q But when was the first time that you spoke with persons  
3 representing the alliance to learn about the reasons for the  
4 Alliance's concerns about the City's reporting on Section 7.1  
5 metrics?

6 A That would have been in the -- we had a meet and confer in  
7 November. Sometime in November, I believe.

8 Q Would that have been November 17th of 2025?

9 A Yes.

10 Q And was this also the first time that you had -- that you  
11 discussed with the special master the special master's  
12 concerns? And let me rephrase that. And was this also the  
13 first time that you learned the reasons behind the special  
14 master's concerns about the City's reporting on Section 7.1  
15 metrics in this same November 17th, 2025 meeting?

16 A I'm sorry, could you repeat that?

17 Q Yes. And was this also the first time that you learned of  
18 the reasons behind the special master's concerns about the  
19 City's reporting on Section 7.1 metrics in this same November  
20 17, 2025 meeting?

21 A I think the reasons, yes, the special master had mentioned  
22 7.1 in prior communications.

23 Q And, sir, to your knowledge, has LAHSA's capabilities to  
24 track and report on Section 7.1 metrics changed over time?

25 A Yes.

1 Q Including to this very day?

2 A Yes.

3 Q And do you and your office make ongoing efforts to learn  
4 about LAHSA's capabilities to track and report on Section 7.1  
5 metrics?

6 A Yes, we do.

7 Q Now, prior to October and November of 2025, do you recall  
8 participating in an August 7th, 2025 meeting with, among  
9 others, Mr. Umhofer as counsel for the Alliance to discuss the  
10 Alliance's concerns regarding implementation of the Alliance  
11 Settlement Agreement?

12 **THE COURT:** Counsel, I'm sorry, would you repeat that  
13 date again?

14 **MR. MCRAE:** August 7th, 2025.

15 **THE COURT:** Thank you.

16 **THE WITNESS:** Yes, I recall that meeting.

17 **BY MR. MCRAE:**

18 Q And prior to that August 7th, 2025 meeting, did you have  
19 an understanding that the Alliance wanted to discuss various  
20 concerns that it had regarding compliance with the Alliance  
21 Settlement Agreement?

22 A Yes, I did.

23 Q Now, focusing on this August 7th, 2025 meeting, to the  
24 best of your recollection, did Mr. Umhofer raise any concerns  
25 in that meeting about the City's reporting on Section 7.1

1 metrics?

2 A Not as I recall, no.

3 Q And following this August 7, 2025 meeting, did you learn  
4 of efforts to schedule a meeting with counsel for the Alliance,  
5 the special master, LAHSA, and the City, and others to  
6 specifically discuss the City's reporting on Section 7.1  
7 metrics?

8 A Yes, that was the November meeting.

9 Q The November 17th, 2025 meeting, sir?

10 A Yes. Yes.

11 Q And I'm not asking you to give us a stenographic  
12 recitation of what happened in that meeting, but can you tell  
13 us some of your takeaways from that exchange with the special  
14 master, counsel for the Alliance, amongst others, in that  
15 November 17th, 2025 meeting?

16 A That meeting was almost entirely, I think, entirely  
17 focused on 7.1, and there was extensive discussion around the  
18 parties' interpretation of the meaning of the metrics that were  
19 requested in 7.1. There was discussion with LAHSA about its  
20 capabilities on what it could report, what it couldn't report,  
21 what it was making progress towards in terms of its capability  
22 to report.

23 There was absolutely, for certain takeaway, was that there  
24 was disagreement among multiple parties who have been steeped  
25 in this case for the last, you know, since 2020, about the

1 meaning of the metrics or the intent of the metrics and the  
2 information requested in 7.1. So there was -- we had a full  
3 discussion about, well, it could mean this or no, we believe it  
4 means this, you know, this definition of the term offer or this  
5 definition of the term available, and there was not agreement  
6 on any of that amongst multiple parties on the call.

7 Q Sir, is the City willing to continue to engage in these  
8 clarifying discussions regarding the parties' respective  
9 understanding of the provisions in Section 7.1 of the Alliance  
10 Settlement Agreement?

11 A We certainly are.

12 Q Mr. Szabo, let me --

13 THE COURT: I missed your answer.

14 THE WITNESS: I said we are, yes.

15 THE COURT: You are.

16 THE WITNESS: Absolutely.

17 BY MR. MCRAE:

18 Q Mr. Szabo, on December 4th, sir, of this year, do you  
19 recall testifying about your understanding regarding LAHSA's  
20 ability to report on various 7.1, Section 7.1 metrics in the  
21 Alliance Settlement Agreement?

22 A Yes.

23 Q Now, Mr. Szabo, why does the City report PEH served in its  
24 quarterly reports in addressing the metric, the number of PEH  
25 who have accepted offers of shelter or housing?

1 A Because we feel that's the best way we can indicate to the  
2 court, to the plaintiffs and the public, that the best way we  
3 can indicate which -- how many offers of shelter or housing  
4 were accepted in relation to the obligation of the settlement,  
5 in relation to the units that have been established as a result  
6 of this settlement.

7 Q And sir, has your office reported PEH served in its  
8 quarterly reports from the time that that data point became  
9 available?

10 A Yes, since our first quarterly report.

11 Q And, Mr. Szabo, let me telescope this. Does the metric  
12 PEH engaged, does that update the City's progress towards  
13 implementing the Alliance Settlement Agreement in your  
14 understanding?

15 A Not if the definition of PEH engaged is intended to be  
16 citywide engagements or engagements in any circumstance for any  
17 reason by any outreach staff employed by any entity in the  
18 City. It would be far beyond what this settlement agreement  
19 provides.

20 Q So has your office endeavored to include data in the  
21 quarterly reports that does update the City's progress in  
22 implementing the Alliance Settlement Agreement?

23 A Yes.

24 Q Now, sir, are you aware of whether LAHSA publicly reports  
25 data regarding PEH engaged, at least currently?

1 A Yes, they do.

2 Q And do you happen to know how long LAHSA has been publicly  
3 reporting PEH engaged?

4 A I don't know when they first started reporting it, but I  
5 know the information has been available since 2023.

6 Q Now, from the time that the City has been preparing  
7 quarterly reports, has the City included publicly available  
8 data in those reports that is unrelated to the Alliance  
9 Settlement Agreement?

10 A We have not.

11 Q Now, provided that your office has a comfort level with  
12 the accuracy of LAHSA's publicly reported PEH engaged data,  
13 would the City be willing to report LAHSA's publicly reported  
14 PEH engaged data in its quarterly reports going forward if  
15 asked to do so by the Alliance?

16 A We absolutely would. And, in fact, we currently report  
17 that data citywide and by council district in a different  
18 report to the city council. It's a public report. We have no  
19 problem reporting it. We have been reporting it since the  
20 mayor declared a state of emergency on homelessness. We submit  
21 quarterly reports to the council for them to extend that state  
22 of emergency.

23 And as part of that reporting, we report the number of PEH  
24 engaged citywide and by council district. We'd be happy to  
25 include it in the quarterly reports. We just didn't feel that

1 it was responsive to the obligations, which is why we use the  
2 PEH served, which gets to engagements that have led to housing  
3 in the units that were established by this settlement.

4 **THE COURT:** I'm not going to intercede, but I'm going  
5 to ask either counsel for any of the parties to give me a time  
6 frame. In other words, what I'm hearing is representation that  
7 there might be some possibility of reporting, but the Court's  
8 been waiting three years for a monitor. I'd like to hear the  
9 time frame if the City is willing to move forward that this  
10 reporting would take place in each of these categories, so I  
11 know if there truly is a possibility of progress.

12 **MR. MCRAE:** Certainly, Your Honor, and if I may --

13 **THE COURT:** Counsel, thank you very much. I'll leave  
14 that to each of you. I'm very clear about that.

15 **MR. MCRAE:** No, no, I --

16 **THE COURT:** But I promise. I've been waiting three  
17 years now.

18 **MR. MCRAE:** I understand that. What wasn't clear is  
19 when the Court would like that and in what form? I just want  
20 to make sure --

21 **THE COURT:** I'd like that now from the witness stand  
22 from Mr. Zabo. In other words, I'm hearing this opportunity,  
23 possibly, but I've heard so many promises for so long and the  
24 court now is three years --

25 **MR. MCRAE:** Okay.



1           **THE COURT:** -- without a monitor. And unless you can  
2 give me that, I don't have any time frame. I don't really know  
3 if there is progress, and I'd like to see that progress. Now  
4 you're scowling, counsel, for the record --

5           **MR. MCRAE:** No, I'm not scowling.

6           **THE COURT:** Please ask or not ask that. I leave that  
7 to --

8           **MR. MCRAE:** I'm not scowling. Your Honor. I'm  
9 just -- I'm happy to do this.

10          **THE COURT:** Thank you. Thank you very much, counsel.

11          **MR. MCRAE:** I was just confused by the Court's  
12 question.

13          **THE COURT:** Counsel, thank you very much. I don't  
14 need clarification. I've been clear.

15 **BY MR. MCRAE:**

16 Q       Mr. Szabo, let's take this one step at a time. With  
17 respect to offers that are rejected, you've testified that to  
18 your knowledge, no one tracks that number; is that correct?

19 A       That's correct.

20 Q       Okay. So would you be speculating if I were to ask you,  
21 when do you think someone might track that number in a form  
22 that would be reliable that the City could report on it.

23 A       I don't have -- I don't have the information available to  
24 give me the confidence to make to make a hard commitment on  
25 that particular metric. I couldn't -- I wouldn't feel

1 comfortable doing that. I don't have the confidence that we'd  
2 be able to provide that information on a specific  
3 timeline. I'm not saying that we wouldn't work towards it if  
4 requested, but that's just not data that is available that I  
5 could say we could report in our next quarterly report on. I  
6 couldn't commit to that because I'm not -- I don't have  
7 confidence that the systems are in place.

8 Q Mr. Szabo, in order to be able to answer the question with  
9 respect to all of the metrics in 7.1, as to when those metrics  
10 that are not currently being reported on could be conceivably  
11 reported on, would you need to consult with the various persons  
12 and entities that contribute to that data, which include  
13 entities that are beyond the unilateral control of the City?

14 A I would, and I would also request -- I would also need  
15 clarification because, again, I think in -- I believe we are  
16 reporting to the greatest extent possible on most of the  
17 metrics. If there's a different definition of the requested  
18 information with clarity on that, I would definitely -- I would  
19 need some time and I could come back with some commitment on  
20 timing.

21 Q Thank you for that clarification. Let me parse that a  
22 bit. My question was initially addressed at using the City's  
23 interpretations that it has been operating under since the  
24 execution of the Alliance Settlement Agreement, would you be  
25 prepared as you sit here now to opine or give an answer as to

1 the capabilities of the various entities within the City as  
2 well as external to the City in terms of their ability to  
3 report on items that are not being reported under the City's  
4 definition of those various metrics?

5 A I couldn't do that today.

6 Q Okay. And so that was my question, sir. I just wanted to  
7 establish that. And if you had the opportunity to consult with  
8 those various participants and inform yourself with respect to  
9 those capabilities, might you be able to provide some insight  
10 on that point?

11 A Yes. And I would -- yes.

12 Q And just so that we understand this, are we talking about,  
13 you know, having to talk to like one person to get the answer  
14 to that question or would this be a fairly broad range of  
15 people?

16 A It certainly would extend beyond one person. There'd be  
17 multiple entities that I would need to consult with.

18 Q Are we talking about one data system or would it be  
19 multiple data systems that would have to be conferred and  
20 synthesized in order to be able to respond to that question?

21 A Multiple.

22 Q Now, you injected actually another layer, which I want to  
23 make sure that we're clear on, which is -- were you saying,  
24 sir, that in order to approach that question of when metrics  
25 could be reported on, that at least in some instances, to the

1 extent that there's disagreement, that the question of when  
2 something might be reportable by the City or some third party  
3 might in part depend on which interpretation is adopted for  
4 that metric?

5 **MS. MITCHELL:** Objection. Vague. Unintelligible.

6 **THE COURT:** You understand the question.

7 **THE WITNESS:** I do.

8 **THE COURT:** You may answer it.

9 **THE WITNESS:** And yes.

10 **BY MR. MCRAE:**

11 Q And do you presently have the ability or the prescience to  
12 say what interpretation might be adopted on a given metric in  
13 order to determine the timetable for the ability to report on  
14 that metric?

15 A No, I would respond to whatever is required by the Court.

16 Q All right. Thank you. Now, sir, are there departments  
17 within the City of Los Angeles that have encampment data?

18 A Yes.

19 Q Which departments in the City have encampment data?

20 A The Bureau of Sanitation has some encampment data. They  
21 have broader cleanliness data, but they do track, in some  
22 cases, tents, makeshift shelters.

23 Q And is it your view that the data obtained by the City's  
24 Sanitation Department enables the City to report on the number  
25 of council -- excuse me, the number of encampments per council

1 district as set forth in the second sentence of Section 7.1?

2 A No, it would be incomplete.

3 Q And, sir, are you aware of whether LAHSA currently --  
4 well, let me rephrase. Are you aware of whether LAHSA has data  
5 regarding the number of encampments by council district?

6 A LAHSA has been -- this is an area where I've previously  
7 mentioned there has been continuous improvement in LAHSA's  
8 capability to collect and report data. Their capabilities are  
9 much better today, but as of today, I don't believe they are  
10 able to report real-time data on encampments.

11 Q And, sir, since the time that the City has been preparing  
12 quarterly reports, has it included any data from LAHSA  
13 regarding the number of encampments by council districts in  
14 those reports?

15 A We have not.

16 Q And do you have any understanding of why?

17 A Again, the capabilities of gathering data on encampments  
18 and reporting on encampments has been improving over time. I  
19 would say it became a focus of LAHSA concurrent with the new  
20 administration, concurrent with the development of the Inside  
21 Safe program. And so it has been -- they have been working to  
22 build those systems and have made great progress, but that was  
23 not available at the time that we started issuing the quarterly  
24 reports in 2023. And they have made significant progress, and  
25 I do believe we will be able to report that information in the

1 very near future.

2 Q And has your office requested that LAHSA provide it the  
3 number of encampments by council districts so that that data  
4 could be included in future quarterly reports?

5 A Yes, we've requested that, and we started requesting that  
6 back to 2023.

7 Q Has that request by your office been made to LAHSA more  
8 than once?

9 A Yes.

10 Q And provided your office has a comfort level with the  
11 accuracy of the data provided by LAHSA, is the City willing to  
12 include LAHSA's number of encampments in each council district  
13 in its quarterly reports on a going forward basis?

14 A Yes, we are. As soon as the capability is there and we  
15 have confidence in the data, yes.

16 Q Does the data with respect to PEH served, which is a  
17 metric that is -- excuse me, which is a data point that is  
18 contained in the city's quarterly reports, does that PEH served  
19 number all come from LAHSA?

20 A No.

21 Q What else, or rather, where else does the City obtain the  
22 data that forms or that comprises PEH served that the City  
23 provides in its quarterly reports?

24 A We get some of the data from the Housing Department, some  
25 of the data from the Housing Authority. We use --

1           **THE COURT:** Just a moment. Those are  
2 interchangeable, HACLA?

3           **THE WITNESS:** Yes, HACLA, the Housing Authority,  
4 which has control.

5           **THE COURT:** When you say Housing Authority, you are  
6 referring to HACLA?

7           **THE WITNESS:** HACLA, Housing Authority, yes, that's  
8 right. Housing Authority is HACLA and when I refer to the  
9 Housing Authority and HACLA, I am referring to, they control  
10 the Section 8 vouchers. Housing Department is responsible for  
11 the production, they run the HHH, Permanent Supportive Housing  
12 Program, and so we get information from those two entities to  
13 determine the number of units that are currently leased, that  
14 are currently in use on the permanent housing side. On the  
15 interim housing side, we get most of that information from  
16 LAHSA, but we also verify it ourselves through HMIS, which we  
17 have access to ourselves.

18 **BY MR. MCRAE:**

19 Q And is it fair to say, sir, that the City gathers PEH  
20 served data from LAHSA and other entities and then combines  
21 that data into a singular number that's reported in the  
22 quarterly reports?

23 A Yes, a singular data set, yes.

24 Q And with respect to the number of PEH who have rejected  
25 offers of shelter or housing, can we have Section 7.1 of

1 Exhibit 25 up on the screen for context; and I'll start that  
2 question from the top. Looking at the second sentence of  
3 Section 7.1, reading after to the extent possible colon, and  
4 the second metric that's mentioned, with respect to the number  
5 of PEH who have accepted, excuse me, the third metric, the  
6 number of PEH who have rejected offers of shelter or housing  
7 and why offers were rejected, do you know if any city  
8 department tracks that information?

9 A No. No city department tracks that information.

10 Q Do you know if HACLA or any other non-LAHSA entity that  
11 contributes information that's used in the quarterly reports  
12 tracks the number of PEH who have rejected offers of shelter or  
13 housing and why those offers are rejected?

14 A No.

15 Q And again, my question was imprecise. Are you saying you  
16 don't know that one way or the other or to your knowledge, no  
17 one does that?

18 A To my knowledge, no one tracks that metric.

19 Q Do you know if -- so, sir, would you agree with the  
20 assertion that the City has the ability to report any Section  
21 7.1 metric that LAHSA is unable to report on because the City  
22 has access to HMIS?

23 **MS. MITCHELL:** Objection. Vague and ambiguous.

24 **THE COURT:** Would you repeat that?

25 **MR. MCRAE:** Sure.



1 **BY MR. MCRAE:**

2 Q Sir, would you agree with the assertion that the City  
3 should be able to report any Section 7.1 metric that LAHSA is  
4 unable to report because the City has access to HMIS?

5 **THE COURT:** I'm going to sustain that objection. I  
6 don't understand the question. I apologize.

7 **BY MR. MCRAE:**

8 Q Sir, do you believe that in any instance where LAHSA  
9 cannot report on a Section 7.1 metric, the City has the ability  
10 to report on that metric because the City has access to HMIS?

11 **MS. MITCHELL:** Objection. Vague and ambiguous.

12 **THE COURT:** Do you understand the question?

13 **THE WITNESS:** I do. I do.

14 **THE COURT:** I'm going to allow you to answer it.

15 **THE WITNESS:** Okay. We have limited access to HMIS  
16 and if LAHSA, working with the service providers who are making  
17 the face-to-face contact with the persons living on the street,  
18 are unable to provide that information to us because they don't  
19 track that information, we couldn't, from our position in the  
20 CAO's office, attempt to recreate that. We need to rely on the  
21 service providers that are actually having the interaction with  
22 the individuals on the street and information that they're  
23 reporting. And if they're not reporting that, we can't invent  
24 it ourselves.

25 Q Do you agree with the assertion that in instances where

1 LAHSA is unable to report on a Section 7.1 metric, the City can  
2 do so by virtue of information it has from its own outreach  
3 programs?

4 A No.

5 Q Why not?

6 A No. It's limited. Most of the outreach is conducted  
7 through either LAHSA employees itself, outreach workers that  
8 work for LAHSA, or outreach workers that are employed through  
9 service providers by the County, or outreach workers that are  
10 employed through service providers that are on contract with  
11 LAHSA that are paid for by the City. We have a very limited  
12 number of outreach workers that work directly for the Inside  
13 Safe program, but again, that is limited to just the operations  
14 that are conducted through the Inside Safe program, which is  
15 not representative of all of the efforts and certainly not  
16 representative of all of the work that is done to house people  
17 in the units created as a result of the settlement.

18 Q So, sir, in those instances where LAHSA is unable to  
19 report on a Section 7.1 metric, do you agree that the City has  
20 access to that information independent of LAHSA, but has simply  
21 failed to report it?

22 **MS. MITCHELL:** Objection. Vague and ambiguous.

23 **THE COURT:** Would you repeat that question?

24 **MR. MCRAE:** Sure.

25 //

1 **BY MR. MCRAE:**

2 Q Sir, in any given instance where LAHSA cannot report on a  
3 Section 7.1 metric, do you agree that the City has access to  
4 that information independent of LAHSA, but has simply failed to  
5 report it?

6 **MS. MITCHELL:** Objection. Vague and ambiguous. It's  
7 compound.

8 **THE COURT:** I'm going to sustain the objection.

9 **BY MR. MCRAE:**

10 Q Mr. Szabo, is it your understanding that in instances  
11 where the City hasn't reported on a Section 7.1 metric in its  
12 quarterly reports, that the City has access to the information,  
13 but has just failed to report it?

14 **MS. MITCHELL:** Objection. Vague, ambiguous, and  
15 compound.

16 **THE COURT:** I think -- I understand that question.  
17 You can answer it.

18 **THE WITNESS:** No.

19 **THE COURT:** It goes to intent.

20 Q Mr. Szabo, does the Alliance Settlement Agreement  
21 singularly capture all of the City of Los Angeles' efforts to  
22 reduce homelessness?

23 A No, it doesn't.

24 Q Why not?

25 A The Settlement Agreement is, first of all, came into

1 existence in 2022. It focuses on a specific required number of  
2 units that we're obligated to create over a five-year period.  
3 We've been working towards meeting that goal. We've made great  
4 progress meeting that goal, but that, and this is part of the  
5 challenge overall, is meeting the goal of creating the housing  
6 required by the Alliance Settlement has not meant that we have  
7 discontinued all of our other efforts to address homelessness.  
8 We have continued all of our other efforts to address  
9 homelessness and taken on the obligations of the Alliance  
10 Settlement, and those other efforts include, certainly include,  
11 all of the roadmap beds, which we have largely kept open, even  
12 after the expiration of that agreement, include all of the beds  
13 that predate the settlement agreement and predate the roadmap,  
14 including permanent housing, including interim housing. We  
15 fund, at significant expense, street outreach, street medicine,  
16 street hygiene, showers, laundry, other types of services that  
17 we believe are necessary to contribute to part of the solution,  
18 not all of the solution, of course, that aren't contemplated in  
19 any way in the settlement agreement.

20 But the City has made a policy decision and a financial  
21 decision to keep those services running and to keep funding  
22 those services and not to close down beds, even though they're  
23 not required by the settlement agreement, because they believe  
24 it is the right thing to do to maximize the number of beds that  
25 are available for persons experiencing homelessness. That's

1 been a policy decision, but it is far beyond the obligations of  
2 this particular settlement agreement.

3 Q Does the City of Los Angeles have unlimited resources to  
4 reduce homelessness?

5 A We do not.

6 Q And sir, at the time that the Alliance Settlement  
7 Agreement was created, did the City have in existence data  
8 systems that contained information regarding homelessness?

9 A We did have data systems related to homelessness, yes.

10 Q Are you aware of any provision in the Alliance Settlement  
11 Agreement that requires the City to fund new data systems to  
12 report on metrics described in the Alliance Settlement  
13 Agreement?

14 A No.

15 Q Are you aware of any provision in the Alliance Settlement  
16 Agreement that requires the City to create new data systems in  
17 fulfilling its obligations under the Alliance Settlement  
18 Agreement?

19 A No.

20 Q Are you aware of any provision in the Alliance Settlement  
21 Agreement that requires the City to change its data systems in  
22 order to fulfill obligations under the Alliance Settlement  
23 Agreement?

24 A No.

25 Q Are you aware of any threats to the City's resources that

1 it uses in seeking to reduce homelessness in the last three  
2 years or so?

3 **THE COURT:** I'm sorry, would you repeat that?

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

5 **THE COURT:** Please.

6 **BY MR. MCRAE:**

7 Q Are you aware of any threats to the City's resources --  
8 let me rephrase the question. Are you aware of any events in  
9 the last three years that have threatened the City's resources  
10 that it uses in seeking to reduce homelessness over the last --  
11 during that period?

12 A There have been multiple events, multiple occurrences that  
13 have impacted the City's ability and impacted the City's  
14 resources that we have available to us to address homelessness,  
15 multiple.

16 Q Can you give us some examples?

17 A There's a number. So on the financial front, we are not  
18 the County of Los Angeles. We have a very limited number of  
19 dollars that come to the City that are dedicated for  
20 homelessness, as an example. The voters passed a measure to a  
21 half-cent sales tax for homeless services. The vast majority  
22 of those dollars go --

23 **THE COURT:** Is that Triple H?

24 **THE WITNESS:** That is actually -- that was -- I'm  
25 referring to Measure A.

1           **THE COURT:** A, not Triple H?

2           **THE WITNESS:** Not Triple H, but I will address Triple  
3 H in a moment. So Measure A doubled the tax. It's now a half-  
4 cent sales tax. The vast majority of those dollars go to the  
5 County of Los Angeles, nearly 600 million for services. There  
6 is a small portion that goes to the City of Los Angeles. It's  
7 called the Local Solutions Fund. It goes to the City of Los  
8 Angeles and other cities, and that's \$53 million. That's what  
9 we're getting out of Measure A directly to fund services for  
10 all of these beds.

11           And really, everything that we're talking about, the  
12 outreach, to keep these beds open, those are all -- we need  
13 flexible dollars for that. So that is extremely limited, and  
14 there is not availability for us to access more on the services  
15 side.

16           Judge mentioned, you mentioned Triple H. That was a  
17 bond measure that was passed by the voters in 2016. It was  
18 \$1.2 billion. We put it to good use. We're on track to create  
19 a total of 10,000 units of permanent housing. That has -- we  
20 literally, just this week, issued our last, or we will be  
21 issuing, rather, our last issuance under that authority. So  
22 that bonding authority has essentially expired.

23           We get dollars from the state under the HHAP program.  
24 And we have --

25 //

1 **BY MR. MCRAE:**

2 Q I'm sorry, sir, is that an acronym?

3 A It is an acronym. It is the Homeless Housing Assistance  
4 and Prevention program. It has been a series. We are now  
5 heading into our seventh year of one-time grants that we've  
6 received from the state. In the last budget, they reduced the  
7 funding for the HHAP program from a billion dollars to 500  
8 million. So we don't know how that will ultimately affect the  
9 dollars that the City gets, but it could cut the dollars that  
10 we get in half.

11 At the same time, costs have been going up across the  
12 board. Service provider costs have been going up. So we've  
13 been struggling to maintain service levels as they've increased  
14 30 percent, 40 percent, in some cases 50 percent, with fewer  
15 dollars available to us than we had a few years ago. And in  
16 the middle of all that, we've been facing major budget  
17 challenges related to the economic conditions, related to the  
18 wildfires that we had in January, and have been working to  
19 maintain to the best of our ability funding, not just the level  
20 of funding, but the level of services that we've been -- and  
21 the outputs that we've been providing on the homelessness front  
22 at great cost -- at great cost to the City's general fund. And  
23 that has required decisions which have included the mayor last  
24 year submitting a budget with 1,600 layoffs, the council  
25 adopting a budget with more than 600 layoffs, all the while



1 maintaining the funding for our homelessness efforts. So the  
2 elected leaders in the City have faced extraordinary financial  
3 challenges, but have maintained homelessness as a central  
4 funding priority.

5 Q Sir, to put a finer point on it, you mentioned the  
6 wildfires. Are you referring to the January 2025 LA wildfires?

7 A Yes.

8 Q Did that consume resources of the City of Los Angeles  
9 financially?

10 A Yes, it did.

11 Q Did it consume other resources of the City of Los Angeles  
12 in responding to those fires?

13 A Yes, time and resources.

14 Q Is that still ongoing?

15 A I'm sorry?

16 Q Is that still ongoing? The City using resources in order  
17 to deal with the consequences of those fires?

18 A Yes.

19 Q You also, just so that I understand this -- has the City,  
20 did it declare a fiscal emergency, the city council in June of  
21 2025?

22 A Yes.

23 Q And again, still in the year 2025, do you recall if there  
24 was a deployment of the National Guard in the City of Los  
25 Angeles?

1 A Yes, there was.

2 Q Was that around June of 2025 or in June of 2025?

3 A Yes.

4 Q Did that also consume resources of the City?

5 A In response to the immigration activities, the immigration  
6 enforcement activities consumed an enormous amount of  
7 resources. It required significant LAPD response.

8 Q And at the time that you executed -- at the time that the  
9 City executed the Alliance Settlement Agreement, let me direct  
10 your attention to Exhibit 25, Section 8.2. Now, sir, I want to  
11 have you take a look at the first sentence here. It says, in  
12 the event of fires, floods, earthquakes, epidemics, quarantine  
13 restrictions, or other natural catastrophic occurrences,  
14 terrorist acts, insurrections, or other large-scale civil  
15 disturbances, or any local or fiscal emergency declared, and  
16 then it goes on to say by whom and what the effect would be.  
17 So first of all, are you familiar with this section 8.2 of  
18 Exhibit 25?

19 A I am, yes.

20 Q Did you negotiate this language?

21 A Yes.

22 Q As the primary negotiator for the City in the Alliance  
23 Settlement Agreement?

24 A Yes.

25 Q Why did you negotiate this language in the Alliance

1 Settlement Agreement?

2 A Well, for a few reasons. Primarily, this settlement was  
3 reached largely in the middle of COVID, and I was responsible  
4 for -- I was in a management role as the City responded to the  
5 COVID emergency and was very aware of the extraordinary stress  
6 that that put on the City's ability to meet even its most basic  
7 obligations because of what COVID required -- the restrictions  
8 that that COVID placed on all people, all movement of people.

9 And so I wanted to ensure that there was force majeure  
10 provision in the event of unforeseen circumstances that through  
11 no fault of the City would restrict the City's ability to  
12 comply. Our intention was to comply with this agreement.  
13 That's why we agreed to it and -- but if external forces  
14 limited our ability to comply with the agreement, I wanted the  
15 agreement to reflect -- to acknowledge that and to create a  
16 process that would allow for alternatives in those events.

17 Q Would you include the January 2025 LA wildfires, the  
18 National Guard and Marine deployment, and the fiscal emergency  
19 declared by the City Council all in 2025 as among the  
20 unforeseen circumstances that you just described, that you  
21 envisioned would trigger the provision in Section 8.2?

22 A Yes.

23 Q And, sir, let's actually focus on that pause language. So  
24 we've already taken a look at the introductory statement of  
25 what might trigger Section 8.2, and do you see where it says,

1 the -- in other words, in the event of any of these proceeding  
2 things occurring, given that this is disjunctive with the use  
3 of the word or, in order to link these various things, it says  
4 the obligations of the City as set forth in Sections 3, 4, and  
5 5 of this agreement shall be paused, and then it says and the  
6 parties agree to meet and confer on any necessary and  
7 appropriate amendments to those obligations.

8 Let's focus on this pause language. Now when you  
9 negotiated Section 8.2, did you understand that it meant that  
10 the City's declaration of emergency, let's say, would not take  
11 effect unless the Alliance agreed with the invocation of the  
12 emergency?

13 A No.

14 Q And did you understand when you negotiated Section 8.2  
15 that the City's declaration of effect -- of emergency, excuse  
16 me, would not take effect unless the Court agreed with the  
17 declaration?

18 A No.

19 Q And when you saw the word and you negotiated the word  
20 shall be paused, did you understand that there had to be any  
21 further steps that had to take place for the obligations in  
22 Section, 3, 4, and 5 to be paused other than one of the events  
23 described in Section 8.2 happening?

24 A No.

25 Q And was it your understanding that anyone could veto the

1 City's declaration of emergency under Section 8.2?

2 A No, not outside of the City Council.

3 Q And in looking at the meet-and-confer language in Section  
4 8.2, has the City endeavored to have meet-and-confer  
5 discussions with representatives of the Alliance regarding  
6 Section 8.2?

7 A We have.

8 Q What is your understanding of the results of those  
9 efforts?

10 A There were no results of those efforts. There was not an  
11 acknowledgement that there should be either a pause or any  
12 necessary appropriate amendments to the obligations.

13 Q And when you say not an acknowledge, you mean by  
14 representatives of the Alliance?

15 A Yes.

16 **MR. MCRAE:** Your Honor, I'm going to be moving to a  
17 different section now. We've been going for an hour-and-a-  
18 half --

19 **THE COURT:** Would you like a recess?

20 **MR. MCRAE:** I would, Your Honor.

21 **THE COURT:** What are your time constraints today? I  
22 started to resume at 7:30, but I could see counsel on both  
23 sides were a little concerned with my 7:30 call, so it's 8  
24 o'clock.

25 //

1           What do you have today? In other words --

2           **THE WITNESS:** I'm available as long as you need me.

3           **THE COURT:** Today? Okay. That lets counsel know.

4 All right. Counsel, 20 minutes then. Thank you. Sir, you may  
5 step down.

6           **UNIDENTIFIED SPEAKER:** Ten?

7           **THE WITNESS:** Okay. Thank you.

8           **MR. MCRAE:** I think he said 20.

9           **UNIDENTIFIED SPEAKER:** Okay. Thank you, Your Honor.

10           **(Recessed at 9:33 a.m.; reconvened at 10:04 a.m.)**

11           **THE COURT:** All right. Thank you. Mr. Szabo, if  
12 you'd retake the stand, please.

13           Counsel, if all of you folks would be seated for just  
14 a second.

15           I want you to understand the purpose once again of  
16 the civil contempt proceeding and that's to determine if the  
17 City has complied with the Court's order, not to punish you.  
18 Do you understand that? Do you understand that?

19           **THE WITNESS:** I do, yes.

20           **THE COURT:** Three years have elapsed without a  
21 monitor in place. That is a key provision because not only  
22 compliance I think we would all hope that we put systems in  
23 place that far transcend the settlement agreement, that you can  
24 make good decisions about.

25           I've heard for the first time today representations

1 by you concerning possibly a path forward. I've asked what  
2 those timeframes are because in the past I've heard many  
3 representations and I need timeframes.

4 Is the City with a passage of three years without a  
5 monitor in place willing to work with the Court and voluntarily  
6 extend jurisdiction? In other words, we have a five year  
7 settlement agreement and over three years have elapsed without  
8 a monitor being in place. My question is very simple.

9 **THE WITNESS:** To voluntarily --

10 **MR. MCRAE:** Your Honor, I'm sorry. Your Honor, just  
11 for --

12 **THE COURT:** I'm sorry, I apologize. This time I  
13 really would appreciate not being cut off.

14 **MR. MCRAE:** I didn't cut you off --

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

16 **MR. MCRAE:** -- I just wanted to lodge an objection to  
17 the question that it calls for a legal question and it might  
18 involve attorney/client privilege and deliberative process  
19 privilege.

20 **THE COURT:** That's overruled. I'm asking you, I  
21 don't have the mayor here, I haven't ordered her in. I've  
22 requested her presence, but you represent the City apparently.  
23 Are you willing to work with the Court with these new  
24 representations and voluntarily consent to extended  
25 jurisdiction?

1           **THE WITNESS:** Your Honor, I would be willing to  
2 commit -- well, I believe and I am confident that the City will  
3 comply with the requirements of the settlement agreement.

4           **THE COURT:** I'm sorry, that's not my question.

5           **THE WITNESS:** I understand, Judge. I understand.

6           **THE COURT:** All right.

7           **THE WITNESS:** I would be willing to commit to working  
8 with the Court and the plaintiffs on updated timelines for  
9 reporting, that would be satisfactory to the Court.

10          **THE COURT:** It was more than just reporting, there  
11 were new representations made today that might bring the City  
12 into at least compliance or further compliance. And it was  
13 eluded during the opening statement when you weren't here that  
14 progress had been made in the November meeting. But I haven't  
15 heard what that progress was and each of the parties got into  
16 finger pointing about what that progress would be and how the  
17 other party hadn't followed through.

18           I'm trying to avoid bringing the mayor in, but --

19          **THE WITNESS:** Right.

20          **THE COURT:** -- you're here and the question is very  
21 simple. The idea is to get the City into compliance, you have  
22 to work with the City for the benefit of the public and  
23 actually not only comply, but hopefully I would think from your  
24 part put systems in place that we all want.

25           So when the settlement agreement runs its course, the



1 elected officials have something that they can really work  
2 with, for the good of all of us, okay, the citizens. And are  
3 you willing to extend the Court's jurisdiction voluntarily?

4           **THE WITNESS:** Judge, I agree that there was progress  
5 made at the November meeting and I would -- and before making  
6 any commitment on the jurisdiction, I would like to be able to  
7 continue that progress and get to a place, because as I said,  
8 Judge, I do believe, I believe that we've made -- I know we've  
9 made great progress towards meeting the requirements of the  
10 settlement. The City is organized around meeting those  
11 requirements on the timeline dictated by the settlement and the  
12 issues as it relates to the 7.1 reporting, I think are  
13 resolvable.

14           It is my view that we have been reporting as we  
15 understood.

16           **THE COURT:** I don't mean to interrupt you --

17           **THE WITNESS:** Yeah.

18           **THE COURT:** -- my question was very simple.

19           **THE WITNESS:** Yes.

20           **THE COURT:** I mean it's very simple. Is the City  
21 willing to extend jurisdiction because, Matt, we haven't had in  
22 place this monitor for over three years.

23           **MR. MCRAE:** I renew my objection.

24           **THE COURT:** Thank you very much. It's overruled,  
25 counsel.

1           **MR. MCRAE:** Can I add to my objection?

2           **THE COURT:** Counsel, please, you've interrupted and  
3 I've been very courteous. I'm going to let you make your  
4 objection, but this has gone on repeatedly. You've put him on  
5 the stand, my question is simple, make your objection, please,  
6 I want to be courteous to you.

7           **MR. MCRAE:** This witness does not have the legal  
8 authority or capacity to agree to a modification of the  
9 settlement agreement.

10          **THE COURT:** Thank you. Then let him answer that,  
11 counsel. That's a little leading, but if that's your position,  
12 state it and tell me what we have to do because obviously as a  
13 courtesy I haven't ordered the Mayor here. I haven't ordered  
14 the president of the council in, but they put you on the stand  
15 on behalf of the City. So where do I go for that answer, how  
16 do we get that answer, and I'm very respectful of your position  
17 that there are things now that can be done to bring this  
18 hopefully into compliance or much better compliance, in other  
19 words, try to work together. But three years have gone by, no  
20 monitor in place.

21          **THE WITNESS:** Judge, I would like the opportunity to  
22 continue to work with the Court and the plaintiffs to ensure  
23 that our reporting requirements are satisfactory or  
24 satisfactorily met and before that opportunity would -- is  
25 afforded, I couldn't agree to -- I couldn't agree to

1 recommending any extension of the terms of the settlement.

2           **THE COURT:** So the answer simply is, there's no  
3 agreement voluntarily by the City for any extension of the  
4 Court's jurisdiction after three -- over three years of a  
5 monitor not being in place.

6           **MR. MCRAE:** I renew all of my objections.

7           **THE COURT:** Thank you, counsel, overruled.

8           **THE WITNESS:** We have attempted, Judge, to have the  
9 monitor in place. There hasn't been -- you know, there were  
10 multiple reasons why the monitor wasn't in place, principally  
11 we had a discussion well over a year and a half ago that we  
12 were prepared to move forward, but that's not on the City.

13                   We were prepared to move forward, we had proposed a  
14 monitor.

15           **THE COURT:** Matt, can we get away with the fault  
16 finding on both parties' parts, you know, the finger pointing  
17 that's gone back and forth. That doesn't help the citizens of  
18 Los Angeles. The question is, this was a fundamental part of  
19 this settlement, this monitor. All of the parties agreed to  
20 it, you agreed to the terminology, so did the other party, each  
21 will claim it doesn't need definition, but it's very clear.

22                   My simple question is, with these representations  
23 that you've made today, this is the first time I've heard, you  
24 know, representations about going forward in some of these  
25 areas that are in disagreement. I mean I'm hopeful, I'd like

1 to be hopeful. But I don't see after the passage of over three  
2 and a half years how this is meaningful when the promise is  
3 being made with no timeline and the position could be, Judge,  
4 we've made these statements, but I can't tell you how long it  
5 will take and the agreement runs without the monitor ever being  
6 implemented.

7 I mean, reverse our positions for a moment. I think  
8 you might find that to be unreasonable. And to carry this out,  
9 if we're going to work together in good faith, then I'm  
10 wondering why there isn't a voluntary extension of some time,  
11 to implement the statement you made today.

12 **THE WITNESS:** Your Honor, I'm -- as you've stated and  
13 I did, I see on a go forward basis, I think we could certainly  
14 come to an understanding of what would be required to be  
15 reported. And I'm also very comfortable in the absence of a  
16 monitor whether we move forward with a monitor for the  
17 remaining two years or not, I'm very comfortable working with  
18 the Special Master who has been very involved in evaluating the  
19 City's progress and I think with her involvement and working  
20 with the plaintiffs, I feel confident that we can come to an  
21 understanding of what is required to be reported to the Court  
22 under the settlement.

23 And I am very confident that the City will meet the  
24 primary obligations of the settlement in establishing the  
25 required number of units. That does not require, we do not

1 need an extension in time or jurisdiction for that, we will  
2 meet those obligations.

3 **THE COURT:** The 8.2 provisions that were raised  
4 occurred in 2025. This settlement came into effect long before  
5 these extraordinary events in our City's history. You have to  
6 understand I'm looking very closely at what occurred in 2023  
7 and 2024 as 8.2 is put before the Court which I'm well aware  
8 of.

9 All right. Counsel, your cross-examination please.

10 **MR. MCRAE:** He's our witness, Your Honor, this is  
11 continue direct examination.

12 **THE COURT:** Oh, I'm sorry, you were moving on to  
13 another area, I apologize.

14 **MR. MCRAE:** Thank you, Your Honor. And for the  
15 record, Your Honor, I said this when we were talking about  
16 another topic the last time we were here with Mr. Szabo and I'm  
17 moving to another topic now involving the cooperation with  
18 Mr. Gary. Our understanding is that obviously that appointment  
19 of Mr. Gary has been stayed --

20 **THE COURT:** I'm sorry, you're dropping your voice.

21 **MR. MCRAE:** Our understanding is that the Ninth  
22 Circuit has stayed this appointment of monitor Gary, but to the  
23 extent that the Court considers this issue of cooperation with  
24 Mr. Gary to be a live issue --

25 **THE COURT:** No, it's your statement, counsel, and I

1 don't mean to interrupt you, it's not Mr. Gary, it's the  
2 overall issue regarding a monitor. And the Ninth Circuit may  
3 choose, decide Mr. Gary's appropriate or there may be another  
4 monitor, but eventually we're going to face this issue and I'm  
5 very concerned that the settlement agreement is running without  
6 compliance concerning a monitor. And as each party points the  
7 finger at each other, I don't care to get into that discussion.

8           The end result is we're past three and a half years  
9 with one of the most meaningful things our citizens could have  
10 and that is a system in place and simple compliance. Now,  
11 questions?

12           **MR. MCRAE:** Yes. And, Your Honor, I wasn't  
13 revisiting what the Court was discussing in its colloquy with  
14 Mr. Szabo, I was actually making a separate point. Which is as  
15 I understood and maybe the Court can disabuse me, the scope of  
16 this hearing I believe that one of the features that the Court  
17 mentioned in its clarifying order before we commenced this  
18 proceeding was that cooperation with monitor Gary was one of  
19 the issues under the consideration.

20           Now if I were mistaken on that point, then -- and if  
21 the parties could stipulate to this with the Court's  
22 permission, if that issue of cooperation with Mr. Gary as  
23 opposed to the colloquy the Court had with Mr. Szabo about a  
24 monitor notionally or conceptually, if the issue of cooperation  
25 with Mr. Gary is off the table, then I don't need to proceed

1 with these questions. I'm asking for clarification, Your  
2 Honor. I just want to make sure that I make the record.

3 **THE COURT:** I have no understanding of what you just  
4 said, counsel, I apologize.

5 **MR. MCRAE:** Okay.

6 **THE COURT:** It's nonsensical to me.

7 **MR. MCRAE:** Okay. Well, I apologize for that, Your  
8 Honor.

9 **THE COURT:** This is a general question, try to avoid  
10 bringing the mayor in or anybody else as a courtesy about these  
11 statements that you've eluded to or your colleague did in the  
12 opening statement to this Court. And that was, Judge, in  
13 November we made tremendous progress. The other side points  
14 back and says, no, we didn't.

15 Today in good faith I'm hearing for the first time  
16 and that's a positive, this is good, that there's certain  
17 things that the City is willing to do to come into compliance.  
18 I'm trying to work with you in that regard. So it's not to  
19 punish you, it's that if we can get this into compliance,  
20 compliance means no sense if there's no time left.

21 If we have months left and you can't get me a time  
22 frame right now, and I'm not disrespectful of that, I  
23 understand you may need to check with other people. It's the  
24 holiday season, for goodness sakes. I want to give you every  
25 opportunity to do that. But if there's a hope of going forward

1 with compliance, it's not to punish you. It's to get  
2 compliance with the Court's order or in good faith get as close  
3 as we can.

4 And if we can't work together on that, then I don't  
5 see without some extension how we have enough time to have  
6 anything meaningful other than a new representation today for  
7 the first time. So I'm not chiding you, thank you, but that's  
8 up to you and apparently if you need to talk to the Mayor, more  
9 than happy to.

10 If council says you may not have the authority,  
11 council president, should I bring them into court? In other  
12 words, your counsel has said, Judge, Mr. Szabo doesn't have any  
13 authority. Should I bring them into court, Mr. Szabo?

14 **THE WITNESS:** I don't believe that's necessary.

15 **THE COURT:** Do you have the authority?

16 **THE WITNESS:** I can speak for the Mayor and the  
17 Council on this matter.

18 **THE COURT:** But you don't have the authority without  
19 speaking to the Mayor or Council; is that correct, to a  
20 voluntary extension?

21 **MR. MCRAE:** I'm going to object again that this calls  
22 for a legal conclusion --

23 **THE COURT:** Thank you, overruled.

24 **MR. MCRAE:** -- and perhaps privilege, attorney/client  
25 privilege, the deliberative process, lack of foundation.



1           **THE COURT:** Thank you, overruled.

2           **THE WITNESS:** The position of the City, Your Honor,  
3 is we believe that we're making progress towards compliance and  
4 we would like to work with the Court and the plaintiffs and the  
5 special master on resolving the issues that have been raised at  
6 this hearing.

7           We believe we can get a resolution, including, Your  
8 Honor, if it is to discuss and -- discuss what the plaintiffs,  
9 an alternative monitor that we can get into place as soon as  
10 possible, I'm -- we can -- I'm very open to having that  
11 conversation on behalf of the City.

12           **THE COURT:** You know my first choice originally, and  
13 I'd hoped that the parties would agree, and I don't mean a  
14 choice, but hope was that it would be A&M because I thought  
15 they would save a lot of money.

16           They came back with a contra-report concerning the  
17 City. But that report by A&M simply mirrored the HUD reports,  
18 Galperin's report, et cetera, if you go through all of those  
19 reports, they almost said the same thing. You and I can  
20 disagree about that, but I've spent more time with these  
21 reports than I can possibly imagine as a jurist.

22           Hopefully that was to save some money for the City  
23 without reduplicating a new entity. Number two, I was deeply  
24 concerned at the time with the argument Shayla Myers raised  
25 with different entities becoming the monitor, because I didn't

1 need another A&M report, I needed a specialist, a data monitor.

2 I need that outside the purview of the City. I don't  
3 want people who are doing business, have done business or will  
4 do business in the centra with the City.

5 I'm going to leave this with the Circuit in terms of  
6 the data monitor. I've talked to Judge Birotte and he's  
7 actually available and willing to narrow the issues or attempt  
8 to narrow the issues in light of the representations previously  
9 made by other co-counsel for the City about these alleged or  
10 the alleged progress made in November, but the parties then  
11 were in conflict in my court about that progress.

12 He's available, but it has to be with the principals.  
13 You can have representation, but I has to be at the Mayor's  
14 level, the President of the Council's level so I'm not looking  
15 in the future to some attorney signing off. And you know I've  
16 insisted upon that in the past. I didn't think progress could  
17 be made unless it's the top level of the City government along  
18 with the Court.

19 **THE COURT:** All right. Counsel, your questions  
20 please.

21 **MR. MCRAE:** Your Honor, may I have a chance to confer  
22 with my colleagues?

23 **THE COURT:** Certainly.

24 **MR. MCRAE:** Thank you. And perhaps may I also invite  
25 counsel for the intervenors and counsel for the plaintiffs in

1 our discussion?

2           **THE COURT:** Sure. Do you want me to step down for a  
3 moment so you have that time?

4           **MR. MCRAE:** Sorry, Your Honor?

5           **THE COURT:** Do you want me to step down so you have a  
6 little bit of time?

7           **MR. MCRAE:** Oh, you don't have to step down, Your  
8 Honor, we're happy to go in the back, we don't want to trouble  
9 the Court.

10           **THE COURT:** Why don't you summon me when you're done  
11 with your conversation.

12           **MR. MCRAE:** Thank you, Your Honor.

13           **THE COURT:** Mr. Szabo, why don't you step down for  
14 just a moment.

15           **THE WITNESS:** Okay. Thank you.

16           **(Recessed at 10:25 a.m.; reconvened at 10:43 a.m.)**

17           **THE COURT:** We're back on the record. Thank you for  
18 your courtesy, if you'd be seated. And before we continue,  
19 both of you requested a resolution, both parties requested a  
20 resolution of the attorney fee or fees and that will issue  
21 shortly. The Court's been inundated but obviously this  
22 proceeding is entirely different than the encampment and  
23 attorney fees issues. So I will just notify you that this will  
24 issue very quickly.

25           All right. Counsel, your questions, please.

1           **MR. MCRAE:** Your Honor, I do have a notification for  
2 the Court about something if I may --

3           **THE COURT:** Please.

4           **MR. MCRAE:** -- based on our colloquy.

5           The parties, counsel for the Alliance, counsel for  
6 the intervenors, counsel for the City took the opportunity to  
7 speak over the break. The parties are amenable to meeting with  
8 Judge Birotte in order to facilitate discussions, in an effort  
9 to make progress on the reporting of metrics in Section 7.1.

10          The parties are also willing to have those  
11 discussions take place very soon, subject obviously to Judge  
12 Birotte's availability. As the Court accurately predicted, the  
13 last time we were here, some individuals have holiday plans --

14          **THE COURT:** Sure.

15          **MR. MCRAE:** -- and therefore --

16          **THE COURT:** Sure.

17          **MR. MCRAE:** -- it would have to be, if we have the  
18 inclusion of those counsel before Christmas. But the parties  
19 are willing to do that.

20          So I just wanted to pass that along to the Court.  
21 I'm ready to proceed and again, I'll be brief on this point. I  
22 am now going to go into my next set of questions with  
23 Mr. Szabo.

24          **THE COURT:** Well, just a moment --

25          **MR. MCRAE:** Yep.

1           **THE COURT:** -- I want to make certain because there's  
2 been a back and forth between the parties, representations made  
3 by each party. I want to turn first of all to Shayla Myers,  
4 you haven't been able to participate in many of these  
5 discussions. As an intervenor, I'm not quite certain, you  
6 know, where that lies. But I need you minimally available,  
7 depending upon Judge Birotte and if he wants to hear from the  
8 intervenors. What's your schedule over the holidays?

9           **MS. MYERS:** Your Honor, since -- for the past few  
10 months the intervenors have been included in the conversations.

11           **THE COURT:** Okay.

12           **MS. MYERS:** And so we -- it is our understanding we  
13 would participate based on those conversations. I am available  
14 through the morning of the 23rd. I'm not available after the  
15 23rd, but then after the 27th.

16           **THE COURT:** December 23rd and then after the 27th.

17           **MS. MYERS:** Yes.

18           **THE COURT:** The reason for that is, Judge Birotte is  
19 available for most of the holidays when I talked to him, but  
20 I'm not sure the specific days. I'm going to be available and  
21 around. Michelle Martinez will be available and around.

22           What's the schedule on behalf of the City? Who's the  
23 primary negotiator in terms of -- and also, you know my strong  
24 feeling that attorneys don't control this, you can advise, but  
25 this has to come from the Mayor and the Council at that level,

1 because when I sign a document, I expect the same courtesy.

2 **MR. MCRAE:** Your Honor, to respond to the Court's  
3 question, I think that we would have to confer --

4 **THE COURT:** With their schedule?

5 **MR. MCRAE:** Yes.

6 **THE COURT:** That's fair enough.

7 **MR. MCRAE:** And report as early as today if possible,  
8 so that this Court can move on from that point.

9 **THE COURT:** Sure. And if you could do that --

10 **MR. MCRAE:** Yes.

11 **THE COURT:** -- and I know it's difficult, but I would  
12 simply remain in session because I'd like to go to Judge  
13 Birotte then and be that intermediary, so that we're not coming  
14 back again to simply sort out a date.

15 **MR. MCRAE:** And, Your Honor, while we're proceeding  
16 here I'll have my colleagues confer in real time, so we can  
17 dual track this --

18 **THE COURT:** Okay.

19 **MR. MCRAE:** -- and hopefully get an answer very soon.

20 **THE COURT:** Although I believe that the principals  
21 should participate, Mr. Szabo. I think they're going to need  
22 your wisdom also. What's your schedule over the holidays?

23 **THE WITNESS:** I can be available through the morning  
24 of the 24th.

25 **THE COURT:** Okay. And after that, just in case, I

1 don't know Judge Birotte's schedule.

2           **THE WITNESS:** After that it will be -- after that I  
3 am out of town until the 30th.

4           **THE COURT:** Until the 30th?

5           **THE WITNESS:** Yes.

6           **THE COURT:** Okay. Thank you. What's the  
7 availability, Ms. Mitchell or Mr. Umhofer.

8           **MS. MITCHELL:** So we are available -- when are you  
9 leaving town? So Mr. Umhofer leaves on December 25, leaves the  
10 country.

11           **THE COURT:** I'm sorry, use that microphone, I  
12 apologize.

13           **MS. MITCHELL:** Sure. Matt -- Mr. Umhofer leaves on  
14 December 25th and returns January 4th. I --

15           **THE COURT:** January 26th to the 4th, that's --

16           **MS. MITCHELL:** Yes, he's out of the country. I am  
17 out of the country December 29th to January 9th. I can be  
18 available -- both of us can be available via Teams, Zoom kind  
19 of thing, but it's not going to be in person, we're  
20 unfortunately both out of the country.

21           **THE COURT:** I need you to meet with each other and  
22 come up as a courtesy to all of you and your families frankly  
23 with some agreeable dates that I can present to Judge Birotte  
24 and we wouldn't be back in session until January 12th anyway.

25           So, you know, just as a courtesy to all of you folks

1 over the holidays and your families, so you have all the  
2 resources available and you're not in the position of making a  
3 representation without consulting with the Mayor and the  
4 President of the Council.

5 If you can give me the availability of the Mayor and  
6 the Council President, that would be helpful and I will remain  
7 in session today and hopefully get that information. And if  
8 you can't get it to me, tell me, and I can reconvene.

9 So let's continue.

10 **MR. MCRAE:** Thank you, Your Honor. And again for the  
11 record, we're now going to be proceeding into a topic regarding  
12 cooperation with Mr. Gary specifically, without waiving the  
13 City's objections to the inclusion of that topic in this  
14 hearing for reasons including, but not limited to the stay by  
15 the Ninth Circuit.

16 **DIRECT EXAMINATION (CONTINUED)**

17 **BY MR. MCRAE:**

18 Q Mr. Szabo, I'd like to switch gears now to discuss a third  
19 party monitor. You're aware that on or around October the 14th  
20 of this year, Daniel Gary was appointed by this Court to serve  
21 as the monitor under the Alliance settlement agreement.

22 A Yes.

23 Q And in your role as CAO for the City of Los Angeles did  
24 Mr. Gary reach out to you to request information?

25 **THE COURT:** I'm sorry, would you -- I couldn't hear



1 you.

2 Q In your role as CAO, did Mr. Gary reach out to you to  
3 request information?

4 A He did, yes.

5 Q And did Mr. Gary reach out and request to speak with you?

6 A He did, yes.

7 Q Let me show you Exhibit 511 and we're on page 1 of page  
8 511. Do you have that in front of you, sir?

9 A I do, yes.

10 Q Is Exhibit 511 a true and correct copy of the October  
11 18th, 2025 e-mail you received at 3:12 a.m.?

12 A It appears to be, yes.

13 Q Okay. And this is from Mr. Gary, right?

14 A Correct.

15 Q And this would be on a Saturday, was it, October 18th, do  
16 you see the date that says S-A-T, SAT?

17 A Yes, Saturday.

18 Q And was this e-mail, which is Exhibit 511 on a Saturday at  
19 3:12 a.m. the first time Mr. Gary requested to speak to you?

20 A Yes, that's correct.

21 Q And here was Mr. Gary asking for your availability to  
22 speak on October the 23rd, which would be a few days after  
23 October the 18th?

24 A Yes, that's correct.

25 Q And, sir, were you able to meet with Mr. Gary on October

1 the 23rd as he requested?

2 A I was not.

3 Q And why is that, sir?

4 A I believe I was -- I was not available. I may have been  
5 out of the country at that time. I was out of the country on  
6 that date, I believe. I would need to check, but I know I  
7 wasn't available that day.

8 Q And did you eventually schedule an interview with  
9 Mr. Gary?

10 A Yes. Yes, I did.

11 Q Now, I'd like you to take a look at Exhibit 514 and we're  
12 going to have Exhibit 514 in front of you. This is an October  
13 22nd, 2025 e-mail sent at 6:15 p.m. And do you see at the --  
14 if we're looking at pages 5 and 6 of Exhibit 514, do you see at  
15 the bottom of this e-mail that counsel for the City writes to  
16 Mr. Gary to say that you would make yourself available on  
17 October the 31st of this year?

18 A Yes.

19 Q And, sir, was it a true statement that you were out of the  
20 country at the time that the October 18th e-mail which was  
21 Exhibit 511 had been sent and that you would return on October  
22 the 31st?

23 A I don't believe I was out on the country on the 18th, but  
24 I was the week of -- the week prior to -- the week of -- the  
25 week ending on the 31st. I was out that entire week and

1 weekend.

2 Q I see. Thank you for that correction.

3 The e-mail states, finally as for an interview with  
4 Mr. Szabo he'll be, a contraction for he will be, not was, out  
5 of the country next week and gets back on Friday, October 31st.  
6 Was that correct at the time, sir?

7 A That's correct.

8 Q Okay. Thank you. Now, did you have an interview with  
9 Mr. Gary on November the 3rd, 2025?

10 A Yes, I did.

11 Q And did you -- was this an in person meeting or did you  
12 dial into the meeting?

13 A It was a Zoom or Teams meeting, I can't remember which. I  
14 think it was a Zoom.

15 Q And were you willing to answer Mr. Gary's questions that  
16 were posed to you in that meeting?

17 A I was.

18 Q And did Mr. Gary proceed with that interview on November  
19 3rd, 2025?

20 A We had a short conversation and he recommended that we  
21 reschedule to another time.

22 Q Were you driving to an appointment at that time?

23 A I was. I had an ophthalmology appointment that I had to  
24 attend, I could not move and so I was on my way to that  
25 appointment, but I made it clear to him that I did not want to

1 move the meeting, so I could take the meeting on my way to the  
2 appointment.

3 Q And did you schedule another time to speak with Mr. Gary?

4 A Yes. Yes, we did.

5 Q Now, take a look, sir, if you will at Exhibit 519. Is  
6 Exhibit 519 a true and correct copy of an e-mail you received  
7 on November 3rd, 2025 at 2 --

8 **MR. MCRAE:** If we go to page 2 actually, thank you.

9 Q Is this an e-mail that you received on November 3rd, 2025  
10 at 2:54 p.m. on the day of your initially scheduled interview  
11 with Mr. Gary?

12 A Yes, it appears to be.

13 Q Now, in this e-mail on page 2 do you see where an  
14 individual by the name of Sonya Morgan asks when you will be  
15 able to speak again?

16 A Yes.

17 Q And is it your understanding that Ms. Morgan is an  
18 employee of Mr. Gary's or a colleague of Mr. Gary's?

19 A Yes, in some form, yes.

20 Q And do you see in reading this Exhibit 519 that counsel  
21 for the City responds on the first page of Exhibit 519 that  
22 same day, when Ms. Morgan makes this request and confirms that  
23 you would be able to speak with Mr. Gary later that week?

24 A Yes.

25 Q Okay. And, sir, did your interview with Mr. Gary go

1 forward as planned after Exhibit 519 was sent?

2 A Yes, it did.

3 Q Did that interview take place on November the 7th, 2025?

4 A Yes, I believe it did.

5 Q How long did that interview that you had with Mr. Gary  
6 last on November 7th, 2025?

7 A I believe it was just short of an hour.

8 Q Okay. And do you have a recollection at least topically  
9 of what matters or issues were discussed in that interview that  
10 you had with Mr. Gary on November 7th, 2025?

11 A Generally, yes, I have a recollection.

12 Q Tell us to the best of your recollection the things that  
13 you discussed with Mr. Gary then.

14 A We generally discussed the process for preparing the  
15 reports and specifically what systems that the City relies on  
16 to collect the data that -- collected the data that we report  
17 in the quarterly reports.

18 It was a more general conversation. The -- Mr. Gary had  
19 previously submitted a number of questions that my office  
20 responded to, so he had many of the answers that he was seeking  
21 and we were having a discussion about data systems and who  
22 controlled those data systems, et cetera.

23 Q Did your discussion with Mr. Gary on that date also  
24 include what other city departments are involved in the process  
25 of preparing the data that goes into the quarterly reports?

1 A I believe so, yes.

2 Q And did you tell Mr. Gary anything about the systems your  
3 office relies on to prepare the quarterly reports?

4 A Yes, we discussed the systems that we rely on and the  
5 entities that own those systems.

6 Q What were some of the entities that you described?

7 A Principally LAHSA, the Housing Department and the Housing  
8 Authority, HACLA.

9 Q And did you discuss with Mr. Gary what your team and the  
10 CAO office does with the data that it receives from these  
11 various contributors after your office receives it?

12 A Yes, in general terms.

13 Q And what did you convey?

14 A I'm sorry?

15 Q And what did you convey to Mr. Gary along those lines?

16 A I conveyed the process, the process that we use to collect  
17 and receive the information from the other entities and verify  
18 that information.

19 Q And during the interview that took place on November the  
20 7th, 2025 did Mr. Gary ask you any questions about the City  
21 Attorney's involvement in the preparation of quarterly reports?

22 A Yes. Yes, he did.

23 Q And do you recall what he asked you?

24 A I believe he asked what role the City Attorney has, yes,  
25 what role the City Attorney has in preparing the reports and so

1 I clarified the difference between the document which is  
2 submitted to the Court, which is prepared by the City Attorney  
3 versus the attachments and the information which is collected  
4 and that report is compiled by the CAO's office.

5 Q Did counsel for the City object to Mr. Gary's question  
6 when he posed it about the City Attorney's role in the  
7 preparation of the quarterly reports?

8 A Yes, I believe that happened.

9 Q And do you recall what that objection was on the grounds  
10 of attorney/client privilege?

11 A I believe it was, yes.

12 Q Did Mr. Gary drop the inquiry and move on at that point?

13 A I believe so. I believe so. I don't recall dwelling on  
14 that at great length.

15 Q Sir, did you schedule a third interview with Mr. Gary?

16 A I did.

17 Q Let's take a look at Exhibit 525. And we're going to look  
18 at page 1. And, sir, do you see, is this a true and correct  
19 copy of a November 6th, 2025 e-mail sent to, among others, you,  
20 where you were copied on this e-mail?

21 A Yes.

22 Q And do you see where counsel for the City, retained  
23 counsel for the City says in the paragraph that we're looking  
24 at here, under the name Sonya, for the follow up call next  
25 week, Mr. Szabo is available Thursday morning, 11/13, from 9

1 a.m. to 11 a.m. and again 1 p.m. to 2:30 p.m. Do you see that?

2 A Yes.

3 Q So is this the case then that on November the 6th, which  
4 was the day before your second interview, counsel for the City  
5 had already provided your availability for a third interview?

6 A That's correct.

7 Q And did this third interview go forward as scheduled?

8 A It did not.

9 Q Now, let's take a look at Exhibit 539, page 1. Is this a  
10 true and correct copy of a November 12th, 2025 e-mail sent to  
11 you at 5:08 p.m. by Sonya Morgan?

12 A Yes, it appears to be.

13 Q And, sir, could you please take a look at the paragraph  
14 under Dear All, does it say, following today's hearing we are  
15 hopeful that we can proceed without having to interview  
16 Mr. Szabo tomorrow, and as such, we will cancel the scheduled  
17 meeting tomorrow. However, if a follow up interview becomes  
18 necessary, we will reach out again. Do you see that?

19 A Yes, I do.

20 Q So with respect to this next interview, it was Mr. Gary's  
21 office that canceled the interview.

22 A Yes.

23 Q And after canceling this interview, did Mr. Gary make any  
24 efforts to reschedule any other interviews with you?

25 A No, he did not.



1 Q And did Mr. Gary request to speak with anyone else in your  
2 office at any time?

3 A Yes, he did.

4 Q So let's take a look at Exhibit 516. Sir, is Exhibit 516  
5 a true and correct copy of an October 31st, 2025 e-mail sent to  
6 you at 3:41 p.m.?

7 A It appears to be, yes.

8 Q Okay. And why don't we look at page 5 of Exhibit 516. Do  
9 you see that this is an e-mail --

10 **MR. MCRAE:** And why don't we move up one page before  
11 this so that we can capture the sender, Mr. Mejia.

12 Q Do you see that, Kenneth Mejia as the sender --

13 A Yes.

14 Q -- where it says from?

15 A Yes.

16 Q Bottom of the page. And then if we go to the next page on  
17 page 5 we'll see the body of the e-mail dated October 28th,  
18 2025. This is Exhibit 516 that says, Ed, that would be Edwin  
19 Gipson to whom that's addressed; is that right, sir?

20 A That's correct.

21 Q Edwin Gipson is someone who works in your office; is that  
22 true, sir?

23 A That is true.

24 Q It says, Ed, the Alliance monitor has reached out to  
25 request a meeting with you to discuss Alliance related matters.

1 In accordance with my role, I am writing to link you with  
2 monitor Gary. Do you see that?

3 A Yes, I do.

4 Q There's another paragraph but I'm reading the first  
5 paragraph. Do you recall if there was any request by counsel  
6 for the City that Mr. Gary reach out in the first instance to  
7 counsel for the City for interview requests and data requests,  
8 rather than just contacting City employees directly?

9 A Yes, that request was made.

10 Q And could you take a look at Exhibit 516 on page 4, the  
11 upper portion of page 4? You can see is this e-mail by counsel  
12 for the City containing that request that if Mr. Gary would  
13 like to speak with or get information from any City official or  
14 employee other than Mr. Mejia in Mr. Gary's capacity as a  
15 monitor, that the request should be made through the City's  
16 counsel and that then it could be coordinated. I'm  
17 synthesizing, that's not a direct quote, but do you see that?

18 A Yes, I do.

19 Q And did Mr. Gary eventually direct a request to speak with  
20 Mr. Gipson to counsel for the City?

21 A I believe he did, yes.

22 Q Sir, did you have any objection to Mr. Gary speaking with  
23 Mr. Gipson, provided the request was directed through counsel  
24 for the City?

25 A No objection.

1 Q In addition to scheduling three interviews with Mr. Gary,  
2 speaking with him for approximately an hour, and permitting  
3 others in your office to be interviewed, did you do anything  
4 else to provide Mr. Gary with data regarding the City's  
5 quarterly reports?

6 A Certainly. We provided, as I said, prior to any of the  
7 interviews he requested a large amount of information and that  
8 information was provided to Mr. Gary in three tranches. It  
9 was -- there were a number of questions he had on a number of  
10 our entries in our quarterly reports. It was, as I recall,  
11 something in the range of 600 questions. And we provided as  
12 much information as we could get. I want to say it was the  
13 first week of November and then we followed up with additional  
14 information the week following and then we followed up with  
15 additional information the week following that. So in three --

16 **THE COURT:** Just a moment.

17 **THE WITNESS:** Yes.

18 **THE COURT:** You said 600 questions?

19 **THE WITNESS:** Yes. It was --

20 **THE COURT:** Separate questions?

21 **THE WITNESS:** They were -- I believe there were three  
22 questions that he had per line in our report, there were about  
23 200 lines that he had.

24 **THE COURT:** All right. Counsel, I'm aware of this  
25 document through the Special Master, I'll disclose that. These

1 were repetitive questions, these aren't separate 600 questions.  
2 These are questions to numerous witnesses that are the same  
3 repetitive three to six questions; is that correct?

4 **THE WITNESS:** That's correct. The same question per  
5 line.

6 **THE COURT:** That's correct, all right. I don't want  
7 the record to reflect that these were 600 separate questions,  
8 these are the same repetitive questions to numerous witnesses,  
9 counsel.

10 **MR. MCRAE:** Well, Your Honor, I'm not going to agree  
11 with that. I don't think that's accurate.

12 **THE COURT:** Yeah, it is, counsel, because in the  
13 document you filed with the Circuit that I read, you portrayed  
14 this as 600 separate questions. These are repetitive  
15 questions. Go back and look. They're the same questions to  
16 numerous witnesses.

17 **MR. MCRAE:** I'm actually going to ask the witness  
18 about the document. We can look at it together, so let me do  
19 that. Why don't we go to Exhibit 511.

20 **BY MR. MCRAE:**

21 Q Mr. Szabo, sir, do you see here this is a -- the same  
22 document we looked at earlier, 3:12 a.m., Saturday, October  
23 18th, 2025 e-mail. I want to draw your attention to the second  
24 paragraph that's highlighted, that says, accordingly I have  
25 attached a spreadsheet containing specific questions that

1 require responses concerning the data contained in that report.

2 Do you see that?

3 A I do.

4 Q And why don't we take a look at page 3 of Exhibit 511, if  
5 we can. When we enhance this so that at least I can read it.

6 Now, sir, let's focus on the far right-hand corner that  
7 says monitor Gary's questions. Do you see that, sir?

8 A I do, yes.

9 Q Do you see that in the first line -- that's imprecise. In  
10 the first row, the three questions read what they read, which  
11 the record will speak for itself what those questions are.

12 Now, is it your understanding that with respect to  
13 different locations that are contained in this document these  
14 three questions are repeated with respect to the various  
15 locations that are described?

16 A Yes, that's correct.

17 Q And I believe you in your exchange with the Court made the  
18 point that there were a set number of questions three in  
19 number, were you saying that those three questions were  
20 repeated with respect to the different locations reflected in  
21 the document?

22 A Yes, they were. The questions were repeated per entry.

23 Q Now, let me ask you a different question. Was it the case  
24 that in responding to these three questions, with respect to  
25 however many locations there were, I believe you said 600, I'm

1 just doing the math, let's say it's 200, were you able to  
2 simply give the same answers to the three questions in one  
3 location with respect to the other 199 or so locations?

4 A No.

5 Q Okay. So is the idea that even if the questions were  
6 repetitive, you had to answer the repetitive questions  
7 commensurate with the number of questions there were about  
8 different locations?

9 A Yes.

10 Q Now, sir, when you received this e-mail with this  
11 attachment --

12 **MR. MCRAE:** Can we take down the highlighting here?  
13 Thank you, I appreciate that.

14 Q Let's just review these columns, so we can socialize this.  
15 The far left column has the word number. What do you  
16 understand that to be conveying, number, what type of number?

17 A I believe that that is the number of the entry.

18 Q Okay. Council District, is that self-evident, sir, is  
19 that the Council District where this particular data point  
20 resides?

21 A Correct.

22 Q Intervention type, what does intervention type mean?

23 A Intervention type refers to the type of housing, whether  
24 it's permanent supportive housing or a various form of interim  
25 housing, tiny home villages, leased, motel, et cetera, we

1 indicate that on our reports.

2 Q Is that what PSH stands for, sir, permanent supportive  
3 housing?

4 A That's correct.

5 Q Project type, what does that convey?

6 A Project type refers to the program if there's a program  
7 associated with establishing that housing type, that type of  
8 housing. In this case, for these entries, all of the permanent  
9 supportive housing that is established for entries 1 through 6  
10 was established through the Proposition HHH Bond Program.

11 Not all of our permanent supportive housing is established  
12 through that bond program. We have another pipeline as well,  
13 so that just indicates where the principal funding came from.

14 Q And then you have units -- sorry, address location, we can  
15 move away from that, units, beds, what does that convey?

16 A That is the number of units or beds that are open and  
17 occupiable per -- as of the date of this report. I'm assuming  
18 he took this from our most recent quarterly report.

19 Q And then you have the open and occupiable date that  
20 follows and then lastly PEH served total by the time that you  
21 get to the various questions; is that right, sir?

22 A Correct.

23 Q The three questions --

24 A Correct.

25 Q -- that are repeated.

1           Now -- so when you received this set of questions from  
2 Mr. Gary, did you already have at your fingertips the answers  
3 to these questions applied across these various properties  
4 already compiled in a form that you could provide a response?

5 A       No, certainly not compiled.

6 Q       Why not?

7 A       Well, because I -- there was -- I had no way of  
8 anticipating the questions that Mr. Gary was planning to ask.  
9 We have much of the information and we had to compile the  
10 information in order to present it to him in the form that he  
11 had requested.

12 Q       Did you think it was going to take time to fully gather  
13 the responses to these requests in Exhibit 511?

14 A       Yes, absolutely yes.

15 Q       And why is that?

16 A       People have to do the work. He has asked, as was stated,  
17 although he's asking the same question per entry per site, the  
18 answers are in many cases different and so there wasn't a  
19 situation where we were -- where we could just copy and paste  
20 the same answers to all the questions.

21           Each individual site would have, not necessarily a unique  
22 funding source, but each site could have a different funding  
23 source and we needed to pull that information and verify that  
24 information, the supporting documentation we would need to  
25 verify what supporting documentation that we had to support the



1 existence of those beds. He's asked for contracts or invoices  
2 or permits or loan agreements, et cetera. So we would need to  
3 verify that. And the same thing with the city systems.

4 So each -- for each site we needed to go in and find the  
5 information. We had most of the information, but it just took  
6 dozens of staff hours to compile this information.

7 Q Did you delay at any point in providing responses to these  
8 requests in Exhibit 511?

9 A No, to the contrary we -- staff in our office essentially  
10 sidelined the rest of their work so they could focus on  
11 providing answers to these questions timely.

12 Q Did you make any attempt to prevent Mr. Gary from getting  
13 responses to any of these requests in Exhibit 511?

14 A No.

15 Q How soon after receiving this request, which is Exhibit  
16 511 seeking responses to these requests, did you and your  
17 office begin to compile responsive information?

18 A As soon as we received it. As soon as I received -- well,  
19 when I received the e-mail. I didn't read his first e-mail the  
20 morning that he sent it, I was asleep at the time, but I  
21 forwarded it -- I forwarded the request to counsel and I  
22 forwarded the request to my staff as well.

23 Q Sir, do you have an estimate of how long it took your team  
24 to provide the information requested in Exhibit 511?

25 A It took dozens of hours for sure, dozens of hours over a

1 period of three weeks. As I said, we provided the information  
2 in tranches and we wanted to provide information as soon as we  
3 could. But it took dozens of hours and it's -- you know, we  
4 did -- we don't have additional staff for special data  
5 requests, it was the same staff that are responsible for  
6 managing everything else in our homelessness portfolio, all of  
7 the reporting requirements, everything related to Inside SAFE,  
8 all of that.

9 Q Let's take a look at Exhibit 514, page 1.

10 And, sir, do you recognize this as a true and correct copy  
11 of an e-mail sent by counsel for the City on which you're  
12 copied to Mr. Gary dated October 27th, 2025?

13 A Yes, it appears to be.

14 Q So let's go into the body of the document, which is in  
15 the -- I want to go to the second paragraph.

16 **MR. MCRAE:** To pull that up, if we can highlight that  
17 or at least enlarge it.

18 Q Do you see where it says, also as requested, we're  
19 providing the attached preliminary information in response to  
20 your various questions to the CAO's office. Do you see that?

21 A Yes.

22 Q Do you also see the statement that, please understand that  
23 these initial responses were prepared by -- under a compressed  
24 schedule at your request and the City has not had sufficient  
25 time to fully evaluate these responses with all relevant

1 stakeholders for completeness and accuracy. Do you see that?

2 A Yes.

3 Q And there's a reservation of rights to supplement this.

4 Did you agree with those statements made here?

5 A Yes.

6 Q And why don't we turn to the attachment to this e-mail

7 which is Exhibit 514.

8 **MR. MCRAE:** If we can flip a few pages here to get to

9 that.

10 **THE COURT:** I'm sorry, counsel, would you raise your

11 voice just a little. I couldn't hear the question.

12 **MR. MCRAE:** Sorry. Could we please proceed in

13 Exhibit 514 to the attachment that is described as the

14 preliminary information in response to Mr. Gary's various

15 questions to the CAO's office. Thank you.

16 **BY MR. MCRAE:**

17 Q It's up on the screen, sir. Or let me ask you, Mr. Szabo,

18 is this attachment that we're seeing which is page 11 of

19 Exhibit 514, is it your understanding that this is the attached

20 preliminary information in response to various questions by

21 Mr. Gary to the CAO's office?

22 A Could we -- thank you. I don't -- actually I don't know

23 if it is. I don't -- the answers are not providing.

24 **MR. MCRAE:** Yeah, let's keep moving.

25 **THE WITNESS:** Yeah, there we go.

1           **MR. MCRAE:** Let's enlarge this document.

2       Q     And can you, sir, now see that we have several columns and  
3 rows here. Starting on the left we have system/data set and,  
4 sir, can you tell us what that conveys?

5       A     Yes, it identifies the data system that we rely on to  
6 provide that information.

7       Q     And then if you move to the right, the next column says  
8 City (LAHD, LAHSA, HACLA coordination). What is that  
9 conveying, sir?

10      A     That's conveying the entity that owns the data system.

11      Q     And the next column, sir, says data purpose. What is that  
12 conveying?

13      A     That is conveying the purpose of the system from which we  
14 are gathering the data.

15      Q     If we move to the next column, do you see key questions/ -  
16 - forward slash, clarifications. What is that conveying, sir?

17      A     That is additional information that is -- that was  
18 requested by Mr. Gary.

19      Q     And the final column, what do you understand that to be?

20      A     That final column in the initial responses that we  
21 provided to the questions in the column just previous.

22      Q     Did Mr. Gary convey to you in writing or otherwise any  
23 surprise by the City's statement that these responses were  
24 preliminary in nature, due to the compressed schedule in which  
25 they had to provide them?

1 A No.

2 Q And did Mr. Gary when you -- when counsel for the City  
3 provided Exhibit 514 including the responses to Mr. Gary's  
4 questions, did Mr. Gary convey to you any accusations that the  
5 City was delaying his efforts to get information responsive to  
6 his requests?

7 A No, he didn't. He actually seemed very appreciative of  
8 our time.

9 Q Did Mr. Gary say to you that he looked forward or did he  
10 convey to you that he looked forward to additional information  
11 that your office could provide?

12 A Yes.

13 Q Now, in addition to the efforts to cooperate with Mr. Gary  
14 that we've already discussed, can you tell us anything else  
15 that you and your office did to facilitate Mr. Gary's review of  
16 data underlying the quarterly reports?

17 A In addition to providing answers to his questions, we also  
18 walked through with him what -- we tried to help him get a  
19 better understanding of what were the relevant systems. He  
20 had -- for example, he did have a number of questions about  
21 systems that were not relevant or not used or are not used to  
22 provide the quarterly reports. So we walked him through that  
23 and attempted to help him understand the true account of how  
24 the information is gathered, collected and verified.

25 Q Sir, let me direct your attention to Exhibit 527. Sir, in

1 looking at pages 2 and 3 of Exhibit 527, do you see at the  
2 outset an e-mail from Ms. Sonya Morgan dated November 7th, 2025  
3 wherein Ms. Morgan states, to amongst others, you, I am  
4 reaching out on behalf of monitor Gary, based on the  
5 discussions and materials reviewed to date, it appears that  
6 there are 11 systems in use across the City and LAHSA that may  
7 be related to the data in this matter. Do you see that?

8 A I do, yes.

9 **MR. MCRAE:** Would you go to the next portion of this  
10 piece of correspondence from Ms. Morgan?

11 Q And do you see that Ms. Morgan then purports to identify  
12 the various systems to which she's referring.

13 A Yes.

14 Q Now, sir, one of the systems that Ms. Morgan is referring  
15 to --

16 **MR. MCRAE:** If we can go to the next page of this e-  
17 mail. And by this e-mail, for the record, we're in Exhibit  
18 527. We started on page 2, we're moving to page 3. So can we  
19 enhance page 3? Thank you.

20 Q So one of the systems that Ms. Morgan identifies is, if  
21 you look at No. 9 of the enumerated systems, City Financial  
22 Systems (FMS, Work Day), CAO/controller/fiscal oversight and  
23 payment systems. Do you see that?

24 A I do, yes.

25 Q Sir, do you know what City Financial Systems is?

1 A Well, I think City Financial Systems is describing FMS and  
2 Work Day. FMS is our financial management system and Work Day  
3 is our personnel and position control system.

4 Q Has your office ever used either FMS or Work Day to report  
5 metrics described in the Alliance settlement agreement in the  
6 quarterly reports?

7 A No.

8 Q Did you explain that to Mr. Gary?

9 A Yes, we did.

10 Q Did you have any concerns, sir, about turning over access  
11 to all of the City's financial and personnel management systems  
12 to Mr. Gary and his team?

13 A Yes.

14 Q What concerns?

15 A Well, primarily it is our citywide personnel human  
16 resources position control system has zero relationship to the  
17 matters discussed and our compliance with the settlement. That  
18 is a -- and we would have serious concerns about opening up  
19 personnel records to the then -- to Mr. Gary as it relates to  
20 this review. We're talking about personal -- personnel records  
21 of every city employee, private information that would be  
22 highly concerning and we conveyed that.

23 FMS is our primary system for the -- all City finance, all  
24 transactions. And again, that is -- there are select  
25 individuals that have access to that system and that also --

1 it -- we would have serious reservations about handing over  
2 the -- handing over access to the City's primary financial  
3 management system.

4 Q Sir, if we turn back to Exhibit 514, and let's go to page  
5 28 of Exhibit 514, just to focus us here, this is the document  
6 containing the City's preliminary responses to Mr. Gary's  
7 questions. Do you recall that?

8 A Yes.

9 Q And is this document looking at page 28, does this list  
10 information that you provided about certain data systems to  
11 Mr. Gary?

12 A Yes, it does.

13 Q And if we look at the second to last row on this chart,  
14 does the City have a response to Mr. Gary's request for  
15 information about City Financial Systems, FMS/Work Day?

16 A Yes, we do.

17 Q And what is the City's response?

18 A Our response is that those systems are not used for our  
19 quarterly reports to the Court.

20 Q Do you recall Mr. Gary saying anything in response to the  
21 City's response that City Financial Systems, FMS/Work Day are  
22 not used in preparing the quarterly reports?

23 A I don't remember exactly what he said. He may have asked.  
24 He may have had some follow up questions as to verify our  
25 response there. I don't exactly recall.



1 Q Sir, after the City in its responses, preliminary  
2 responses to Mr. Gary's request pointed out that the citywide  
3 financial and personnel management systems were not used for  
4 the quarterly reports, did Mr. Gary still send a request to  
5 your office seeking access to those systems on November 7th,  
6 2025?

7 A Yes, he did.

8 Q So let's take a look at Exhibit 531. Sir, is Exhibit 531  
9 a correct copy of a series of e-mail exchanges dated November  
10 12th to the 14th, 2025 on which you were copied?

11 A Yes, it appears to be.

12 Q And is this e-mail that we're looking at here, which is on  
13 page 1 a November 12th, 2025 e-mail from Sonya Morgan addressed  
14 to, it says counsel, but you're copied on it, it says,  
15 following today's hearing please provide our team with direct  
16 access to the following systems, it enumerates systems. And I  
17 want to direct your attention to where it says, if the City is  
18 not able to provide direct access, please take all necessary  
19 steps to facilitate our immediate access. Do you see that?

20 A I do.

21 Q So were all of these systems that are enumerated in this  
22 Exhibit 531 in this e-mail from Ms. Morgan that we're looking  
23 at, were all of these systems to which Ms. Morgan is requesting  
24 direct access, systems that are operated by the City?

25 A No.

1 Q Did you explain that point to Ms. Morgan?

2 A Yes. Yes, we did.

3 Q And again, drawing your attention to where it says, if the  
4 City could -- is not able to provide direct access, please take  
5 all necessary steps to facilitate our immediate access.

6 My question on that, sir, did anyone from the monitor's  
7 office ask you whether it was possible to facilitate access to  
8 systems that the City did not operate immediately?

9 A No. No, I don't believe they did.

10 Q Was the City in a position to unilaterally grant immediate  
11 access to non-City controlled systems?

12 A No.

13 Q And looking at Exhibit 531, can you tell us as you look at  
14 the enumerated systems here some of the examples of systems  
15 that are not under the City's control, that are discussed in  
16 this Exhibit 531?

17 A Yes.

18 Q And what are they, sir?

19 A The systems that are not under the City's control are RMS,  
20 HMIS, and LAHSA inventory management system.

21 Q Okay. And, sir, I'd like you to take a look at, again  
22 staying within this e-mail on pages 1 and 2, this e-mail being  
23 Exhibit 531, if we go to the very bottom of page 1 of Exhibit  
24 531 do you see where it says -- yes, in the highlighted portion  
25 here in this response by counsel to the City addressed to

1 Mr. Gary and Ms. Morgan, the City has made clear to LAHSA that  
2 there's no objection to providing you access to these databases  
3 and systems. We have encouraged them to provide you with  
4 access. Do you see that?

5 A I do.

6 Q Was that a true statement of your office's and the  
7 City's -- well, was it a true statement?

8 A That is a true statement.

9 Q Sir, at any point, Mr. Szabo, did you instruct anyone in  
10 your office to withhold information from Mr. Gary or members of  
11 his team?

12 A Not at any point.

13 Q At any point, sir, did you instruct anyone in your office  
14 to not cooperate with Mr. Gary or his team?

15 A No.

16 Q What instructions did you provide individuals working in  
17 your office relative to responding to Mr. Gary's various  
18 requests?

19 A Only to gather, to compile answers to Mr. Gary's questions  
20 and to provide them as soon as possible, as soon as we could.

21 Q Let's move on to Exhibit 361, ECF 1063. For the record,  
22 this document is titled status report of monitor Daniel B. Gary  
23 for October 2025, says it has a file date of November 3rd,  
24 2025. Do you see that, sir?

25 A Yes.

1 Q Let's turn to page 2 of Exhibit 361, ECF 1063.

2 Let me direct your attention to line 23 that says,  
3 however, the procedural process requested by counsel for the  
4 City (City counsel) has slowed progress. And then the  
5 sentence, there's a sentence after that, and then it says,  
6 instead, all communications must pass through City counsel in  
7 the first instance: City counsel rejected the monitor's  
8 proposed compromise to copy counsel, the necessary consequence  
9 of this restriction is an increase in time and costs,  
10 associated with executing the monitor's duty. Do you see that?

11 A I do.

12 Q Sir, do you agree with Mr. Gary's complaint that his  
13 request for meetings or information be -- excuse me.

14 Do you agree with Mr. Gary's complaint that his request  
15 for meetings or information be directed to counsel for the City  
16 has slowed progress in responding to him?

17 A No, I don't.

18 Q Why not?

19 A I don't believe so because number one, as a representative  
20 of the City I have a right to confer with counsel in matters  
21 relating to the settlement. And I'm not going to waive that.  
22 And that should be understood by Mr. Gary.

23 So to suggest that going through a process of conferring  
24 with counsel is slowing the process I think is an inaccurate  
25 representation. That is the process. Furthermore, we've

1 responded promptly to his requests. His requests for  
2 information, his requests for scheduling of interviews. I've  
3 made myself available, I've opened my calendar and provided as  
4 much access that he's requested for my own personal time, time  
5 of my staff and I instructed my staff who has enormous  
6 responsibility to set those responsibilities aside so that we  
7 could respond to Mr. Gary's requests for information as quickly  
8 as we possibly could.

9 Q And, sir, I want to direct your attention to page 7 of  
10 Exhibit 1063 where it says channeling -- this is line 17  
11 through 20 of page 7. Channeling all requests through City  
12 counsel necessarily introduces time lag and material  
13 inefficiencies.

14 Let's pause on that for a second. Now, following on what  
15 you just said about wanting to confer with counsel when  
16 receiving a request from Mr. Gary, can you think of any reason  
17 why there would be a different time period to respond to  
18 Mr. Gary if he complied with the City's request to coordinate  
19 with City counsel in the first instance, or if he came directly  
20 to you and then you conferred with City counsel before  
21 responding to him?

22 A I mean, I suppose it would be faster if he just contacted  
23 counsel directly.

24 Q Now, sir, do you see the statement, therefore the monitor  
25 has yet to meet with any City staff. The first meeting with

1 Mr. Szabo is scheduled for today. You talked about that  
2 November 3rd meeting with Mr. Gary; is that correct?

3 A Yes.

4 Q And that did take place.

5 A It did.

6 Q And do you agree with Mr. Gary's assertion that channeling  
7 all requests through counsel introduced a temporal lag and  
8 material inefficiencies resulting in delaying your meeting with  
9 him?

10 A No.

11 Q And, sir, do you see anywhere where Mr. Gary purports to  
12 quantify what lag he's referring to?

13 A No.

14 Q Do you see any place where he explains or quantifies what  
15 material inefficiencies he's referring to?

16 A No.

17 Q Do you see anywhere where he purports to -- he being  
18 Mr. Gary, explain how had he simply been able to speak to you  
19 first and then you confer with counsel, how that would result  
20 in any difference in terms of the City's response to his  
21 request? Do you see anywhere where he does that?

22 A No.

23 Q So let's take a look at page 8 of Exhibit 361, which is  
24 ECF 1063. Now, do you see here, sir, starting in line 3 where  
25 it says the City's initial responses were prepared under a

1 compressed schedule. And that statement is in quotes. And  
2 actually, to contextualize this, we're going to go back to the  
3 first sentence at line 2.

4 It says, the monitor attempted to obtain answers to some  
5 of these questions in his first query to the City, see Exhibit  
6 1. Do you see that?

7 A I do, yes.

8 Q And do you then see where it says the City's, in quotes,  
9 initial responses were prepared under a compressed schedule,  
10 end of quote. Do you see that?

11 A I do.

12 Q And then further, and without the benefit of quote,  
13 sufficient time to fully evaluate them with all relevant  
14 stakeholders for completeness and accuracy. Do you see the --  
15 and end of quote?

16 A Yes.

17 Q Okay. And do you see where it says, given proper  
18 deference to this caveat, the responses are inadequate. Do you  
19 see that?

20 A I do.

21 Q Sir, do you agree with Mr. Gary that your team's initial  
22 responses to the list of questions that he sent which we  
23 discussed were inadequate?

24 A No. And -- no, I don't.

25 Q Why not?

1 A Look, we -- there were -- there was a significant volume  
2 of questions that he asked that we needed to compile responses  
3 to. It is important for us to verify the information, any  
4 information that comes from our office and we also wanted to  
5 turn the information over to Mr. Gary as quickly as possible.

6 So it's appropriate that we get him the information. I  
7 thought it was appropriate that we turn over as much  
8 information as quickly as we could and reserve the right to  
9 amend the information as we continue to evaluate for accuracy.  
10 I think that's completely appropriate, especially since, you  
11 know, our interest was to get him the information as quickly as  
12 possible and not to wait until every answer was completely  
13 verified for all of his questions before sending him anything.

14 I actually think that wouldn't -- that would be  
15 inconsistent with any kind of -- that would be inconsistent  
16 with our desire to comply with the monitor.

17 Q And, sir, let me direct your attention to Exhibit 361, ECF  
18 1063 at page 8. And I want to direct your attention to lines  
19 19 through 21.

20 **MR. MCRAE:** Can we expand this to line 22? I want to  
21 make sure I'm not reading part of a sentence. Thank you.  
22 Okay.

23 Q Sir, do you see where it says, the City's responses were  
24 circumscribed and also deferred to a third party data  
25 maintainer (e.g. "LAHSA is the system owner") for key datasets



1 like the homeless management information system, in quotes  
2 HMIS. Do you see that, sir?

3 A Yes.

4 Q Now, do you agree with Mr. Gary's assertion here that your  
5 office deferred to third parties for certain datasets that he  
6 requested access to?

7 A Well, he asked questions -- he asked who the system owner  
8 was. He asked how frequently the data is updated, how the data  
9 governance is handled, that's his own claim. LAHSA is the  
10 system owner. He asked that question. We provided a true  
11 response to his question and as it relates to the other  
12 information about how the system is maintained, it is both true  
13 and appropriate that we would refer him to the system owner.

14 Q Sir, in your view, is the word deferred an accurate  
15 description of the City's relationship to control over data  
16 systems that it doesn't operate?

17 A To the extent that we don't have the capacity that we --  
18 if we don't -- if we're not the system owner, it's not  
19 appropriate for us to be answering questions about the  
20 maintenance of the system. So I don't -- I think it's  
21 appropriate that we would ask him to direct his questions to  
22 the system owner.

23 Q Let me direct your attention to pages 8 and 9 of Exhibit  
24 361, ECF 1063, line 26 is where it starts on page 8, it  
25 continues on to line 2 on the next page. And actually I'm

1 going to be ending on line 1 on page 9.

2 Several of the monitor's questions, it reads, concern the  
3 City's definition and count of PEH, in part because the  
4 September 2025 report did not include data on quote, total PEH  
5 served, end of quote, there's a docket reference there.  
6 Instead the City's entry for this column of data was either  
7 quote, pending, end of quote or blank (i.e., an empty field).  
8 Do you see that?

9 A I do, yes.

10 Q And do you agree that the City in preparing the initial  
11 version of the quarterly report ending September 2025 did list  
12 PEH served information as pending?

13 **THE COURT:** I'm sorry, counsel, could you raise your  
14 voice just a little bit?

15 **MR. MCRAE:** I'm sorry, Your Honor.

16 **THE COURT:** Thank you.

17 **BY MR. MCRAE:**

18 Q Why don't we take a look, I think it's Exhibit 503 if you  
19 can recall that without too much trouble, it may help.

20 So taking a look at Exhibit 503, page 1, actually page 2,  
21 is it the case, sir, that the City did indicate in the initial  
22 version of the quarterly report, in quarter 2025 ending  
23 September 30, 2025 that PEH served information was pending?

24 A We did indicate that, yes.

25 Q Now, you -- did you talk about why that was the case when

1 you were last here on December the 4th?

2 A I did.

3 Q And I don't need you to repeat that testimony, but let me  
4 just ask you this. Did the City within a month or so after  
5 issuing this version of Exhibit 503, did it also then proceed  
6 to issue --

7 **MR. MCRAE:** If we can have it put up, Exhibit 502.

8 Q -- which was a supplemental report that did populate the  
9 total PEH served with numbers?

10 A We did, yes.

11 Q And let's take a look at Exhibit 361, ECF 1063 at page 9.

12 And, sir, I want to direct your attention to lines 11  
13 through 23. And are you seeing here that Mr. Gary is taking  
14 note or stating that the City had not provided a clear -- I'm  
15 looking for the words here.

16 Well, how about we do this. Do you see here a discussion  
17 by Mr. Gary regarding certain terms that the City has used?

18 A I do, yes.

19 Q And do you see in pertinent part, lines 11 through 12  
20 says, one of the monitor's questions about PEH inquired how the  
21 City defines the term?

22 A Yes.

23 Q And you see how at this point, from lines 12 through 23,  
24 Mr. Gary discusses his thoughts about how those terms are used  
25 by the City. Do you see that?

1 A Yes.

2 Q So, sir, do you think that the manner in which the City  
3 has conveyed for example, how PEH is used by the City, do you  
4 think the City has conveyed how it uses and understands the  
5 word PEH in the context of these quarterly reports has been  
6 unclear?

7 A No, I do not believe it's unclear.

8 Q Do you believe that the City has been inconsistent in the  
9 quarterly reports, in terms of how it uses the term PEH?

10 A No.

11 Q And is it your understanding --

12 **MR. MCRAE:** If we could go back to Exhibit 502, for  
13 example and why don't we turn the page to the second page and  
14 why don't we keep flipping till we get to the footnotes. And  
15 why don't we expand the footnotes on page 6, so that all of us  
16 can read them.

17 Q And, sir, do these footnotes in Exhibit 502 and other  
18 quarterly reports in the City actually explain in footnote 2  
19 what number PEH served refers to?

20 A Yes. Yes, it does.

21 Q Now, are you aware of anything that prevented from  
22 Mr. Gary or his team from asking your office for additional  
23 clarification of anything, if they needed it?

24 A Nothing at all.

25 Q And let's take a look at Exhibit 361, ECF 1063, page 9.

1 And let's take a look at, I believe it's a footnote, if we  
2 could look at that. I guess we have to go to page 9 for that.

3 There it is, footnote 3. There are also real world  
4 impacts on the monitor's ability to perform his duties  
5 efficiently and effectively that flow from the City's ex parte  
6 application for stay of an order appointing Daniel Gary as  
7 monitor and related appeal. It has other language there,  
8 that's the first sentence.

9 Sir, do you agree with the assertion that the City  
10 exercising its legal challenges to the appointment of Mr. Gary  
11 in any way impaired his ability to get information and perform  
12 work for the City?

13 A No, not at all.

14 Q And why is that, sir?

15 A Well, that didn't impact any decisions, any response, any  
16 work that happened on our side in the CAO's office at least, as  
17 long -- while he was -- while that order was effective we  
18 responded to Mr. Gary's questions as quickly as we could, as  
19 completely as we could and provided as much information as he  
20 asked as quickly as he could. So it had no impact whatsoever  
21 on our posture and in our commitment to respond to the monitor.

22 **MR. MCRAE:** Your Honor, may I have a moment?

23 **THE COURT:** Certainly.

24 **MR. MCRAE:** Your Honor, subject to Mr. Szabo being  
25 recalled, I have nothing further for him at this point.

1           **THE COURT:** What time would all of you folks like to  
2 reconvene?

3           **MR. MCRAE:** 1.

4           **MS. MITCHELL:** That's fine, Your Honor.

5           **THE COURT:** 1 o'clock. Thank you very much.

6           **MS. MITCHELL:** Thank you. Thank you, Your Honor.

7           **THE COURT:** Thank you.

8           **(Recessed at 11:58 a.m.; reconvened at 1:09 p.m.)**

9           **THE COURT:** We're back on the record.

10           Counsel, thank you for your courtesy. All counsel is  
11 seated, the parties are present.

12           And was it -- Mr. Szabo, if you'd be kind enough, you  
13 retake the stand. My apologies.

14           **(Witness retakes the stand.)**

15           And the witness has returned to the witness stand.  
16 This would be cross examination.

17           **MS. MITCHELL:** Cross examination.

18           **THE COURT:** Cross?

19           **MR. SPEAKER:** Yes, sir.

20           **MS. MITCHELL:** Yes.

21           **THE COURT:** Cross examination by the --

22           **MR. SPEAKER:** Yes, Your Honor.

23           **THE COURT:** I mean, strike that, by LA Alliance.  
24 Thank you.

25           **MS. MITCHELL:** May I proceed, Your Honor?

1           **THE COURT:** Please.

2                           **CROSS EXAMINATION**

3 **BY MS. MITCHELL:**

4       Q     Now, Mr. Szabo, you were present during settlement  
5 negotiations in this case; is that right?

6       A     I was present, yes.

7           **MR. MCRAE:** Objection, vague as to time and  
8 settlement negotiations.

9           **THE COURT:** I'm sorry?

10          **MS. MITCHELL:** There was --

11          **MR. MCRAE:** It's vague --

12          **MS. MITCHELL:** -- an objection.

13          **MR. MCRAE:** -- as to what settlement negotiations and  
14 time.

15          **THE COURT:** Overruled.

16 **BY MS. MITCHELL:**

17       Q     Okay. You were the chief negotiator on behalf of the  
18 City; is that right?

19       A     That's correct.

20       Q     And your lawyer at the time, Scott Marcus, was also a  
21 participant in those negotiations; is that true?

22           **MR. MCRAE:** Objection, lack of foundation as to  
23 Mr. Szabo's lawyer.

24           **THE COURT:** Overruled.

25       //

1           **THE WITNESS:** Mr. Marcus represented the City  
2 Attorney's office.

3 **BY MS. MITCHELL:**

4 Q       The -- there were representatives from the Alliance that  
5 participated in these settlement negotiations; is this right?

6 A       The representatives of the Alliance meaning the counsel  
7 for the Alliance, yes.

8 Q       Yes. So looking -- and we talked a lot about the Section  
9 7.1. This is language that was specifically negotiated between  
10 the City and the Alliance; is that true?

11 A       Correct.

12 Q       So this was not language that the Plaintiffs unilaterally  
13 imposed upon the City; is that correct?

14           **MR. MCRAE:** Objection, vague.

15           **THE COURT:** Overruled.

16 A       It's just language that was in part of the settlement  
17 agreement, yes.

18 Q       Okay. And the City agreed to this language, true?

19 A       Correct.

20 Q       Now let's look at the first sentence here. There are  
21 three separate metrics I'm going to identify under Section 7.1.  
22 I'm in Exhibit 25.

23           So the first metric being the number of housing or shelter  
24 opportunities created or otherwise obtained; do you see that?

25 A       I do.



1 Q And there's a comma after the word "obtained;" is that  
2 right?

3 A That is correct.

4 Q And there's a second metric, the number of beds or  
5 opportunities offered; is that right?

6 A Correct.

7 Q And there's a comma after the word "offered" in that  
8 second metric; is that right?

9 A Correct.

10 Q And then there's a third metric, the number of beds or  
11 opportunities currently available in each council district; is  
12 that right?

13 A That is correct.

14 Q And those are three separate metrics, true?

15 **MR. MCRAE:** Objection, lack of foundation, and it's a  
16 hypothetical.

17 **THE COURT:** Overruled.

18 A It's reporting requirements for -- it's -- it is -- there  
19 are different ways of describing a measurement.

20 Q Are they three different ways of describing the same  
21 thing?

22 **MR. MCRAE:** Objection, calls for a hypothetical and a  
23 legal conclusion.

24 **THE COURT:** Overruled.

25 **THE WITNESS:** They could be asking for different

1 information that may result in the same number, so it -- in  
2 case it could be the same thing or it could not. It depends.

3 **BY MS. MITCHELL:**

4 Q It depends on what?

5 A Well, we -- for example, the number of housing or shelter  
6 opportunities created or otherwise obtained could be different  
7 than the number of beds or opportunities offered if we are not  
8 offering all of the beds or opportunities that we've created.

9 Q Okay. So let's go ahead and I'll show you let's say  
10 example -- Exhibit 31. Exhibit 31 is quarterly report that the  
11 City submitted for the quarter ending March 31st, 2024. This  
12 is docket 728-1.

13 Now, those three metrics that we just talked about are all  
14 reported on this report where?

15 **MR. MCRAE:** Objection, vague.

16 **THE COURT:** Overruled.

17 A The metrics for -- or the number of beds or -- I'm sorry,  
18 the number of housing or shelter opportunities created or  
19 otherwise obtained are reflected in the sixth column where it  
20 says units and beds.

21 It's -- the number is reflected in the sixth column, along  
22 with the fifth column which shows the location --

23 Q I highlighted units and beds, that's right?

24 A Yes.

25 Q And in the fifth column, --

1 A Yes.

2 Q -- address and location.

3 A Correct.

4 Q And where else?

5 A And the -- I guess that's the seventh column which --

6 **THE COURT:** I'm sorry, could you --

7 A -- states that it's open --

8 **THE COURT:** I'm sorry. Could you repeat that again?

9 A I'm sorry. I believe I was counting the columns. I'm  
10 sorry. I believe it's the seventh column, the column that says  
11 status. That is responsive to that metric, as well as the  
12 eighth column, which is the open and occupiable date.

13 Q Okay. And I have -- so the address location, the units  
14 beds, the status, and the open and occupiable date.

15 A Correct. Those -- that -- the information provided in  
16 those columns are responsive to that first metric.

17 Q Okay. And to that first metric, the number of housing or  
18 shelter opportunities created or otherwise obtained are  
19 reported collectively in these four metrics. Looking at  
20 Exhibit 31, is that right?

21 A Correct.

22 Q So turning to -- focusing on the second metric or  
23 datapoint that's identified in 7.1, the number of beds or  
24 opportunities offered, where's that reported?

25 A That would be reported -- in the manner in which we are

1 reporting it, it is reported in the fifth column, the sixth  
2 column, the seventh column, and the eighth column.

3 Q So the same columns.

4 A The same columns, correct. And there's a reason why  
5 that's the same.

6 Q Sure.

7 A But the reason is we have been -- although we could report  
8 the number of beds offered as a different number as the number  
9 of beds created, we have from time to time adjusted the number  
10 in that sixth column if some of the beds have been out of  
11 service or they fluctuated.

12 Best example, of course, is the booking agreements and  
13 Inside Safe. Those fluctuate by design. We only report the  
14 number that were used.

15 So we could report a different number because it is  
16 possible to create more beds than are offered.

17 But in the way that we've reported this from the beginning  
18 has been consistent as in we have taken down the number of beds  
19 that are created, if they're not available, open, occupiable,  
20 and available, and offered to the persons experiencing  
21 homelessness.

22 Q Okay. And so you would agree, Mr. Szabo, that in all of  
23 the reports that you have submitted in this case, you have  
24 never reported separate metrics for offered as opposed to open  
25 and occupiable.

1           **MR. MCRAE:** Objection, misstates the witness's  
2 testimony. The document speaks for itself. Calls for a legal  
3 conclusion.

4           **THE COURT:** Overruled.

5           **THE WITNESS:** No. I don't agree with that  
6 necessarily. I agree that -- and my position is since our  
7 first report in January of 2023, the information collectively  
8 provided in the attachments, and this particular attachment,  
9 the form in which we provided the information, is responsive to  
10 both the first and second metric in 7.1.

11 **BY MS. MITCHELL:**

12 Q And in every single report, they've been identical, true?  
13 You've never reported them as different numbers; is that right?

14           **MR. MCRAE:** Objection, vague.

15           **THE COURT:** Overruled.

16 A That's correct. We've reduced the number of created or  
17 otherwise obtained if they have not been available, open, and  
18 occupiable.

19 Q Okay. And let's go to the third metric, the number of  
20 beds or opportunities currently available in each council  
21 district; where is that reported in this report?

22 A That is reported in the second column.

23 Q Council district here.

24 A Correct.

25 Q Okay.

1 A The fifth column.

2 THE COURT: I'm sorry, which column?

3 THE WITNESS: Column five.

4 THE COURT: Five, thank you.

5 BY MS. MITCHELL:

6 Q Where it says --

7 A Column six.

8 Q -- address and location.

9 A I'm sorry, yes, correct.

10 Q Okay.

11 A Column six, units, beds.

12 Q Okay.

13 A Column seven, status. And column eight, open and  
14 occupiable date.

15 Q So all the same columns with the addition of a council  
16 district column as well; is that right?

17 A That's correct.

18 Q Okay. And where on Exhibit 31 do you inform Court and  
19 counsel that you're reporting all three metrics in the exact  
20 same columns?

21 MR. MCRAE: Objection. The document speaks for  
22 itself.

23 THE COURT: Overruled.

24 THE WITNESS: We -- it's -- we're informing the Court  
25 with the information provided in the attachment. I -- that's

1 what the -- we're informing the Court of the units and beds  
2 that have been established and are available and have been  
3 offered in each council district.

4 **BY MS. MITCHELL:**

5 Q Mr. Szabo, in -- the very first report in this case was  
6 January, 2023; is that right?

7 A That is correct.

8 Q Okay. And prior to January of 2023, did you look at  
9 Section 7.1, see that there were three separate metrics, and  
10 choose to report them in the same columns without mentioning it  
11 to the Court or to counsel?

12 **MR. MCRAE:** Objection, it's compound, it calls for a  
13 legal conclusion, it's argumentative, and it's vague.

14 **THE COURT:** Overruled.

15 A I -- you know, that was a few years ago. There was  
16 significant conversation at the beginning of the settlement,  
17 certainly with the special master.

18 There was an understanding that the special master was --  
19 would be reviewing our reports and reporting to the Court our  
20 level of compliance. And it was within that context.

21 Q Okay. My question to you, though, Mr. Szabo, was a little  
22 bit different. Did you personally look at the three separate  
23 metrics that we just talked about in Section 7.1 and make the  
24 decision to report them all together as the same metric in the  
25 same columns?

1           **MR. MCRAE:** Objection, misstates the witness's  
2 testimony, lack of foundation, vague, calls for legal  
3 conclusion, and argumentative.

4           **THE COURT:** Overruled.

5           **THE WITNESS:** I believe that our reports to the Court  
6 satisfied all three requested metrics.

7 **BY MS. MITCHELL:**

8 Q     Okay. Prior to putting together this report did you look  
9 at the data that you were supposed to be reporting in Section  
10 7.1?

11           **MR. MCRAE:** Objection, vague.

12           **THE COURT:** I'm sorry, counsel, I couldn't hear you.

13           **MS. MITCHELL:** Prior --

14           **MR. MCRAE:** I said vague.

15           **MS. MITCHELL:** Oh.

16           **THE COURT:** No, no, the objection, --

17           **MR. MCRAE:** Oh, sorry.

18           **THE COURT:** -- I didn't get the objection.

19           **MR. MCRAE:** Vague.

20           **THE COURT:** Overruled.

21 A     Are you asking whether I reviewed the reports that we  
22 submitted?

23 Q     No. I'm asking whether prior to putting together the very  
24 first status report in this case, which was in January of 2023,  
25 did you first review Section 7.1 to see what metrics you were



1 supposed to be reporting to the Court?

2 A I reviewed 7.1 and the entire document.

3 Q Okay. And you made the decision to report those three  
4 metrics together in the status report. That was your choice.

5 **MR. MCRAE:** Objection, that's unintelligible. It's  
6 also lacking foundation, and it's vague.

7 **THE COURT:** You may answer the question.

8 **THE WITNESS:** I was responsible for approving the  
9 reports and the information provided to the City Attorney and  
10 ultimately provided to the Court.

11 **BY MS. MITCHELL:**

12 Q Okay. So was it you personally who made the choice,  
13 Mr. Szabo, to report all three metrics together in the reports  
14 as opposed to reporting them separately?

15 **MR. MCRAE:** Objection, as phrased, unintelligible.  
16 It's vague, it's compound, and it's argumentative.

17 **THE COURT:** Overruled.

18 A I approved the format of our reports as in my judgment  
19 compliant with the metrics requested in 7.1.

20 Q Who made the decision, whether it's from your office,  
21 counsel, whoever it was, who made the decision to report the  
22 three separate metrics called for in that first sentence of  
23 Section 7.1 together in these reports as opposed to separately?

24 **MR. MCRAE:** Objection, distinction without a  
25 difference. It misstates the witness's testimony. It lacks

1 foundation. It's argumentative. And it's vague.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** I made the decision to present the  
4 reports as the reports were presented.

5 **BY MS. MITCHELL:**

6 Q Who put this report together?

7 A My office puts the reports together.

8 Q Do you know who in your office put it together?

9 A I -- the individuals that are involved in gathering the  
10 information has changed over time. Staff -- you know, there's  
11 staff turnover all the time. I've been there since this  
12 settlement was made and approved all of the reports myself.

13 Q Okay. So let's go to the very first one, Exhibit 26,  
14 which is the January 17th of 2023 report. Do you  
15 specifically -- and if you don't know the answer, that's okay.

16 Do you specifically know who in your office put this  
17 report together, the first draft of this report, for you to  
18 subsequently approve?

19 **MR. MCRAE:** Objection, relevance.

20 **THE COURT:** Overruled.

21 A Again, going back to what would have been January of 2023,  
22 I would have to go back and look at records of folks that were  
23 on staff at the time.

24 Q Okay. And since you approved this report, who made the  
25 decision not to inform the Court and counsel that all the

1 metrics that you were required to report under 7.1 were all  
2 being lumped together in the same columns?

3 **MR. MCRAE:** Your Honor, that's argumentative. It  
4 also assumes facts and misstates testimony, lacks foundation,  
5 and it's compound.

6 **THE COURT:** Overruled.

7 **THE WITNESS:** Our obligation was to provide a  
8 quarterly report to the Court, which we did. Our obligation  
9 was to provide the report. We provided the report with the  
10 information that you see here.

11 **BY MS. MITCHELL:**

12 Q Mr. Szabo, by reporting all three metrics in the same  
13 columns without delineating the three separate metrics, without  
14 separately reporting the three separate metrics, and without  
15 informing the Court and counsel that's what you were doing,  
16 wasn't that misleading?

17 **MR. MCRAE:** Your Honor, that's argumentative. It  
18 assumes there was any obligation to parse in the manner counsel  
19 is saying. It lacks foundation. It's vague, and it's  
20 argumentative.

21 **THE COURT:** Overruled.

22 A The opposite of misleading. The information is all there  
23 for everyone to digest and to absorb and to common on and to  
24 object to, should they wish to. All the parties, the public,  
25 the intervenors, the special master, that information was

1 provided.

2 And we proceeded to report in this same general format,  
3 hearing no objections, by the way, between the first report and  
4 the second report, or the second or the third, or the third or  
5 the fourth. We proceeded in this manner.

6 So we felt that it was our good faith effort to comply  
7 with the required metrics of 7.1.

8 There was no objection at the time.

9 The special master, in her first report, said that we were  
10 compliant with the first section of 7.1, and so we proceeded.

11 Q But you would agree in fact, Mr. Szabo, that you were  
12 reporting all three metrics, all combined, into the same  
13 report, and at no point prior to these proceedings had you  
14 informed anybody that you were reporting all of these metrics  
15 together as opposed to separately, true?

16 MR. MCRAE: Objection, this is asked and answered  
17 now.

18 THE COURT: Overruled.

19 MR. MCRAE: It's argumentative.

20 THE COURT: Overruled.

21 MR. MCRAE: It assumes facts, and it's vague, and it  
22 misstates the witness's testimony.

23 THE COURT: Overruled. You can answer the question.

24 THE WITNESS: I'm not quite sure what the expectation  
25 is. We provided a report. We were in constant communication

1 with the special master.

2 If we were informed by the special master that the report  
3 was insufficient or there was confusion over how we were  
4 reporting those three metrics, we certainly would have had a  
5 conversation with the special master, with the Plaintiffs'  
6 attorneys, with the intervenors.

7 To the contrary. We reported in this manner for a full  
8 year. The first annual report by the special master said  
9 explicitly that we were compliant with our requirement to  
10 report these three metrics, as we were reporting them.

11 The manner in which we were reporting didn't change and so  
12 we proceeded with that understanding that what we were  
13 reporting was compliant with the settlement agreement.

14 **BY MS. MITCHELL:**

15 Q Mr. Szabo, I'm going to show you -- let's go to Exhibit  
16 25. This is the settlement agreement between the two parties.  
17 Where in the settlement agreement is the chase the city clause?

18 **THE COURT:** I'm sorry, would you state that again?

19 **MR. MCRAE:** Your Honor, that's argumentative.

20 **THE COURT:** I couldn't hear the question.

21 **MS. MITCHELL:** Sure, Your Honor. Where in the  
22 settlement agreement is the chase the city clause?

23 **MR. MCRAE:** Your Honor, that's unintelligible and  
24 it's argumentative.

25 **THE COURT:** Overruled.

1           **MS. MITCHELL:** I'll rephrase, Your Honor.

2           **MR. MCRAE:** It's just --

3           **THE WITNESS:** Where in the settlement agreement does  
4 it say that the City doesn't have to comply with its  
5 obligations unless the Alliance calls the City out on it?

6           **MR. MCRAE:** Your Honor, that question calls for a  
7 legal conclusion and assumes legal obligations to parse out  
8 language. It's vague. It lacks foundation. And it's  
9 argumentative.

10          **THE COURT:** Overruled.

11          **THE WITNESS:** I don't understand what you're saying.  
12 Is there -- is -- there would be a -- there should be a clause  
13 in the agreement that eliminates all -- I don't understand your  
14 question.

15 Q       Sure. My question to you, because you keep raising this  
16 fact that the Alliance didn't raise it, which we'll get to a  
17 little bit later.

18       But my question to you is, is there any provision in the  
19 settlement agreement -- feel free to take some time to look  
20 through it if you want -- that states the City does not have to  
21 comply with its obligations until and unless the Alliance calls  
22 them out on their violations?

23          **MR. MCRAE:** Your Honor, assumes that there are  
24 obligations that haven't been complied with in the settlement  
25 agreement.

1           **MS. MITCHELL:** I'm going to object to speaking  
2 objections and coaching the witness.

3           **MR. MCRAE:** I'm not. I'm making an objection. It  
4 also is argumentative. It lacks foundation. And it calls for  
5 a legal conclusion.

6           **THE COURT:** You understand the question.

7           **THE WITNESS:** I -- honestly, I really don't. I  
8 think --

9           **THE COURT:** Counsel, re-ask it.

10          **MS. MITCHELL:** Sure. One more time.

11 **BY MS. MITCHELL:**

12 Q       Where in the settlement agreement, Mr. Szabo, is the  
13 requirement or the clause that states the City does not have to  
14 comply with its obligations until and unless the Alliance calls  
15 them out on it?

16          **MR. MCRAE:** Objection, Your Honor. It's  
17 argumentative, assumes a legal conclusion. It misstates the  
18 evidence and the record, and it's argumentative.

19          **THE COURT:** Overruled. You can answer the question.

20 A       I don't see a clause that in any way restricts counsel's  
21 ability to raise objections with anything that the City has  
22 reported since our first report.

23       If there's a restriction there, you can please point it  
24 out to me. But I don't see any restriction on any ability for  
25 you, for the -- for Plaintiffs' counsel or the intervenors to

1 raise any objections.

2 Q I appreciate what you did there, Mr. Szabo. But my  
3 question was different, and I'm going to ask it again. Where  
4 in the agreement is the clause that states anything to the  
5 effect of the City doesn't have to comply with its obligations  
6 until and unless the Alliance calls them out on it?

7 **MR. MCRAE:** Objection. It's argumentative. It  
8 assumes facts. It calls for a legal conclusion. It misstates  
9 the witness's testimony.

10 **THE COURT:** Overruled.

11 **MR. MCRAE:** And asked and answered.

12 **THE COURT:** Overruled.

13 **THE WITNESS:** With the qualification that I am not in  
14 any way conceding that there -- we did not comply with 7.1, the  
15 clause that was just proposed for the first time is not in the  
16 settlement agreement.

17 **MS. MITCHELL:** Okay. Let's move on.

18 **BY MS. MITCHELL:**

19 Q You -- it's your testimony that all the reporting that  
20 we've identified in Section 7.1 has to be tied to the City's  
21 principal obligation of providing beds; is that right?

22 **MR. MCRAE:** Objection, mischaracterizes the witness's  
23 testimony.

24 **THE COURT:** Overruled.

25 A I've said that the manner in which we have reported the



1 metrics in 7.1 has been to -- has been within the context of  
2 reporting on our progress with the agreement.

3 And the agreement principally obligates the City to create  
4 units of housing based on the point in time count -- for the  
5 2022 point in time count.

6 So that is how we have been attempting to -- that's how we  
7 have been reporting the information that is requested in 7.1.

8 Q And, again, where in this agreement, Mr. Szabo, does it  
9 state that the principal obligation of the City is to provide  
10 beds as opposed to any number of the other obligations that are  
11 provided for in this agreement?

12 MR. MCRAE: Objection, argumentative, calls for a  
13 legal conclusion.

14 THE COURT: Overruled.

15 THE WITNESS: It -- where does it state that? It  
16 states that in the settlement agreement, the -- there is a  
17 great deal of -- besides the fact that this was the main issue  
18 that was subject of the discussions, which I can't, won't go  
19 into, it is the obligation of the City to create at great cost  
20 12,915 beds that didn't exist prior to this -- to the  
21 settlement agreement.

22 And the other obligations are in -- either in support of  
23 that or are not in the category of things that the City needs  
24 to create from the ground up.

25 //

1 **BY MS. MITCHELL:**

2 Q Okay. My question was a little bit different, though.  
3 Where in the settlement -- let me take a step back. You would  
4 agree there are a number of obligations spelled out in the  
5 settlement agreement that the City has to do; is that right?

6 **MR. MCRAE:** Objection, calls for a legal conclusion.

7 **THE COURT:** Overruled.

8 A There are a number of obligations.

9 Q And one of those obligations is to create a certain number  
10 of beds, which we've later identified as 12,915; is that right?

11 A Correct.

12 Q In addition to that obligation, the City has an obligation  
13 to meet milestones and metrics for encampment reductions; is  
14 that true?

15 **MR. MCRAE:** That calls for a legal conclusion.

16 **THE COURT:** Overruled.

17 **THE WITNESS:** I'm sorry. Could you repeat that  
18 question?

19 **MS. MITCHELL:** Sure. We'll start here.

20 **BY MS. MITCHELL:**

21 Q Section three of the settlement agreement, page ten of  
22 Exhibit 25, Section 3.1 obligates the City to create 60 percent  
23 shelter or housing capacity needed to accommodate 60 percent of  
24 unsheltered City shelter appropriate PEH within the City based  
25 on the 2022 point time count; is that right?

1           **MR. MCRAE:** Objection, the document speaks for  
2 itself, and calls for a legal conclusion.

3           **THE COURT:** Overruled.

4           **THE WITNESS:** That's correct.

5 **BY MS. MITCHELL:**

6 Q     Okay. Section four talks about street engagement; is that  
7 right?

8           **MR. MCRAE:** Vague, and the document speaks for  
9 itself, calls for a legal conclusion.

10          **THE COURT:** Overruled.

11 A     That's correct.

12 Q     Okay. And starting at Section 4.1, the paragraph that  
13 starts with the City, please read that into the record.

14 A     "City will continue to offer shelter or housing to city  
15 shelter appropriate PEH within the city and enforce public  
16 space regulations and health and safety laws consistent with  
17 its own protocol."

18           And then it says in parenthesis: "Street engagement  
19 strategy."

20 Q     I think it continues into -- on the next page.

21 A     "And constitutional requirements."

22 Q     Okay. And then so the City has an obligation to continue  
23 to offer shelter and housing, correct?

24           **MR. MCRAE:** Objection, document speaks for itself,  
25 and calls for a legal conclusion.

1           **THE COURT:** Overruled.

2           **THE WITNESS:** That -- the line that I read in its  
3 complete form was referring to the City's street engagement  
4 strategy.

5           **MS. MITCHELL:** Correct.

6           **THE WITNESS:** And that's important because the street  
7 engagement strategy was -- is larger than just one piece of  
8 what was just read.

9           **BY MS. MITCHELL:**

10          Q       Sure. Section 4.2 talks about council districtwide  
11 engagement. Can you summarize the section for us if you can?

12           **MR. MCRAE:** Objection, that calls for a legal  
13 conclusion to summarize the provision of a contract.

14           **THE COURT:** Overruled.

15          A       I'm going to take a minute to review it.

16          Q       Maybe I'll ask a more specific question. Let's focus on -  
17 - and if you do want a moment to read through it, obviously,  
18 Mr. Szabo, please let me know. But let's focus on starting in  
19 line ten. Let's start on line ten, that first sentence.

20                 Once there are sufficient shelter or housing solutions to  
21 accommodate 60 percent of unsheltered city shelter appropriate  
22 PEH, the city in its sole discretion may implement and enforce  
23 public space regulations.

24                 Do you see that? And I didn't read the entire sentence, I  
25 sort of summarized. Do you see that section?

1 A I do see that, yes.

2 MS. MITCHELL: Okay.

3 MR. MCRAE: I'd also further object that these  
4 sections are beyond the scope of this hearing, 4.2, 4.1, and  
5 the other points of discussion other than 7.1 that have been  
6 the topic of this examination.

7 THE COURT: No, overruled.

8 THE WITNESS: So Section 4.2 in essence permits the  
9 City once it's hit its 60 percent goal in the City's discretion  
10 to start enforcing citywide encampment -- anti-encampment laws;  
11 is that essentially correct?

12 MR. MCRAE: Objection, calls for a legal conclusion.  
13 And counsel is testifying.

14 THE COURT: Overruled.

15 THE WITNESS: It contemplates that the settlement  
16 and -- again, this is for the -- this is a legal determination.

17 But the settlement and the Court that approved the  
18 settlement would allow the City to enhance the public space  
19 regulations that were currently on the books in 2022 to allow  
20 them to be applied to an entire council district as opposed to  
21 a specific location, which was and is the practice under 41.18.

22 BY MS. MITCHELL:

23 Q Okay. So then going down to Section 24, there's a line  
24 that starts, even after; do you see that? Even after the City.

25 A I see that, yes.

1 Q Can you read that for us, please?

2 A Even after the City creates adequate and appropriate  
3 housing and shelter opportunities for 60 percent of unsheltered  
4 city shelter appropriate PEH in a council district, no  
5 enforcement action shall be taken against any individual  
6 suspected of violating a public space regulation or ordinance  
7 unless that individual has first been offered adequate and  
8 appropriate --

9 **MS. MITCHELL:** I'll go to the next page.

10 A -- shelter or housing and/or to relocate to an alternative  
11 location, consistent with applicable laws and this agreement,  
12 except for time, manner, place, regulations, paren, such as  
13 LAMC 41.18 or similar ordinances, close parens, which may be  
14 enforced immediately and without such notice at any time.

15 Q Okay. So the Section 4.2, as we've discussed and as you  
16 mentioned, would permit the City to I think enforce enhanced  
17 measures or enhance measured, I'm not sure the phrase you used,  
18 for the public space clearances maybe once it hits 60 percent,  
19 with a caveat that even after the City created enough shelter,  
20 no enforcement action can be taken unless there were certain  
21 offers that were made first. Is that an adequate summary?

22 **MR. MCRAE:** Beyond the scope of this hearing, calls  
23 for a legal conclusion, lack of foundation.

24 **THE COURT:** Overruled.

25 **THE WITNESS:** This is providing parameters on a

1 future potential scenario that should the 60 percent threshold  
2 be met in a particular council district and should the City  
3 wish to amend its municipal code to allow for enforcement of  
4 public space regulations within that entire council district,  
5 that in that future potential situation, that even in that case  
6 there would still be a requirement that an offer of shelter be  
7 made before conducting the enforcement action.

8       So it's conditioning a potential future scenario that  
9 could play out, that could -- that we could proceed with once  
10 the threshold numbers were met.

11 **BY MS. MITCHELL:**

12 Q     Okay. And then going on to Section 4.3, it's the same  
13 concept but citywide as opposed to district by district; is  
14 that right?

15       **MR. MCRAE:** Objection, counsel's testifying, and it  
16 calls for a legal conclusion, lack of foundation.

17       **THE COURT:** Overruled.

18 A     It -- 4.3 conveys similar -- provides similar parameters  
19 as the prior section does, only on a citywide basis. That is  
20 correct.

21 Q     Moving on to section five, milestones and deadlines, it's  
22 looking specifically at Section 5.2. This section requires the  
23 City to create plans and develop milestones and deadlines for  
24 creation of shelter and housing solutions as well as plans for  
25 encampment, engagement, cleaning, and reduction in each council

1 district, and then those same things citywide; is that about  
2 right?

3 **MR. MCRAE:** Objection, calls for a legal conclusion,  
4 and counsel is testifying.

5 **THE COURT:** Overruled.

6 **THE WITNESS:** That's correct.

7 **BY MS. MITCHELL:**

8 Q Okay. So where in any of these sections or anywhere  
9 else -- well, would you agree that the words "primary  
10 obligation" do not appear in this document?

11 **MR. MCRAE:** Objection, argumentative.

12 **THE COURT:** Overruled.

13 A The obligation to create shelter and housing is the clear  
14 primary obligation of the settlement agreement.

15 The other items that you have mentioned either refer to  
16 the City's current practices that would not be changed, or  
17 reporting requirements, or plans that we would need to submit  
18 and to which we would only -- which we would have -- which we  
19 agreed to employ best efforts to meet.

20 We did not have any of that -- any kind of qualification  
21 on any of that for the creation of the shelter and housing.  
22 That is the commitment that is clear and unqualified that we'd  
23 need to create that number of units of housing.

24 Q Okay. So my question was, would you agree that nowhere in  
25 this document are the words "primary obligation" or "central



1 obligation?"

2 **MR. MCRAE:** Objection, compound and argumentative.

3 **THE COURT:** Overruled.

4 **THE WITNESS:** Other than it being the first  
5 obligation, no, those words don't appear.

6 **BY MS. MITCHELL:**

7 Q Well, in section three, right? Not section one or two.  
8 It's appears first in section three; is that right?

9 **MR. MCRAE:** Objection, vague.

10 **THE COURT:** You understand the question?

11 **THE WITNESS:** Yeah. I --

12 **THE COURT:** Overruled.

13 A I believe, yes, it does appear in section three.

14 Q Okay. So meaning the City's agreement to create housing  
15 appears in section three, but the words "primary obligation"  
16 don't appear anywhere in this document, including in section  
17 three, correct?

18 **MR. MCRAE:** Asked and answered, and argumentative.

19 **THE COURT:** Overruled.

20 A Correct.

21 Q Okay. So it is the City's opinion that that is the City's  
22 primary obligation. It's not contained in the agreement, true?

23 **MR. MCRAE:** Objection, that's compound, asked and  
24 answered now for the third time, and --

25 **THE COURT:** Overruled.

1           **MR. MCRAE:** -- it's argumentative.

2           **THE COURT:** You can answer, sir.

3           **THE WITNESS:** The creation of nearly 13,000 units of  
4 housing that did not exist prior to the settlement agreement  
5 is -- it is the City's position. But I think that that is  
6 clear, it is self-evident. That is our primary obligation. We  
7 have to create those units of housing.

8           We're reporting on those units of housing quarterly. We  
9 have organized our funding mechanisms and our systems in order  
10 to meet those obligations. That is the primary obligation of  
11 this settlement.

12           And to the extent that it is possible, we're reporting  
13 information as it relates to the creation and usage of those  
14 units.

15 **BY MS. MITCHELL:**

16 Q       I'm going to ask the question again, Mr. Szabo.

17           You agree that that is the City's interpretation that  
18 that is the primary obligation. It is not -- that focus or  
19 emphasis or the words "primary obligation" are not found  
20 anywhere in this agreement.

21           **MR. MCRAE:** That is multiple --

22 Q       True?

23           **MR. MCRAE:** -- compounds. It's also asked and  
24 answered. And it's argumentative.

25           **THE COURT:** Overruled.

1           **THE WITNESS:** I think you know that I can't go -- I  
2 can't speak to the conversations that led to the settlement  
3 agreement, so I won't do that.

4           It is and it was always considered the primary obligation  
5 of the City. The words "primary obligation" do not appear in  
6 the settlement document.

7           It is the first obligation in our -- under section three,  
8 and is establishing the required number and creating that  
9 number of housing. It's what we spent years talking about.

10 **BY MS. MITCHELL:**

11 Q       So section three talks about housing. Section four talks  
12 about street engagement. And section five addresses milestones  
13 and deadlines for housing, shelter, and encampment engagement;  
14 is that right?

15           **MR. MCRAE:** Asked and answered.

16           **THE COURT:** Overruled.

17 A       Yes. Those are the titles of the sections.

18 Q       And of those obligations, it's your opinion that housing  
19 and shelter is the primary obligation.

20           **MR. MCRAE:** Asked and answered multiple times, and  
21 argumentative.

22           **THE COURT:** Overruled.

23 A       It is absolutely.

24           **MS. MITCHELL:** Okay. Going to Section 7.1 -- now, I  
25 want to just be very clear because it was not clear to me on

1 direct. I was hearing your representations for the first time  
2 of what the City can or is going to do. So I want to go  
3 through each one of these metrics.

4 **MR. MCRAE:** Your Honor, I object to the preamble  
5 about what counsel's understandings are. It's not relevant.  
6 And it's argumentative.

7 **THE COURT:** Oh, it's -- counsel, just restate the  
8 question.

9 **BY MS. MITCHELL:**

10 Q Mr. Szabo, go -- looking at Section 7.1, you would agree  
11 that the City is currently reporting the number of housing or  
12 shelter opportunities created or otherwise obtained; is that  
13 true?

14 A I certainly agree with that.

15 Q Okay.

16 A Yeah.

17 Q The second metric, the number of beds and/or opportunities  
18 offered. Now, it is your testimony that that actually -- that  
19 that phrase actually means on offer, not offered; is that  
20 right?

21 A My testimony is that it is asking for the number of beds  
22 or opportunities offered, as in provided, as in caused to come  
23 into existence and -- by the settlement agreement and available  
24 for use by persons experiencing homelessness.

25 Q Okay. Well, I think you just referred to the other

1 metrics. You said available, which is metric number three, and  
2 caused to come into existence, which I think is number one,  
3 created or otherwise obtained --

4 **MR. MCRAE:** Your Honor, again, this is recitals by  
5 counsel of what counsel thinks. It's inappropriate, and it's  
6 argumentative.

7 **THE COURT:** Overruled.

8 **BY MS. MITCHELL:**

9 Q So focusing on the word or the number of beds or  
10 opportunities offered, it's your testimony that that means on  
11 offer, as in like muffins on a tray just being out on offer as  
12 opposed to a communication or an action that happens when you  
13 physically offer somebody something; is that right?

14 **MR. MCRAE:** Your Honor, that is unintelligible, it's  
15 argumentative, it's obtuse, and it's compound.

16 **MS. MITCHELL:** Well, I'm going to object to the  
17 objections at this point but --

18 **THE COURT:** Overruled.

19 **MS. MITCHELL:** -- continue.

20 A Yes. Without -- I am not agreeing to compare housing to  
21 muffins. But it is the beds or opportunities that the City is  
22 offering to the system for use to house people who need  
23 housing.

24 Q Okay. And without any admission by you that what it  
25 actually means, is the number of opportunities offered, as in a

1 verb communication to another person, is that a metric that the  
2 City can and will be reporting moving forward as far as actual  
3 offers made to a person?

4 **MR. MCRAE:** It's vague and it's compound, and it  
5 calls for speculation. It's an incomplete hypothetical.

6 **THE COURT:** Overruled.

7 **(Pause)**

8 **THE WITNESS:** That is -- I think that is something  
9 that we need -- we would need to continue to discuss in meet-  
10 and-confer as we did in our November meeting.

11 The -- not only, again, does that interpretation of  
12 opportunities offered, not only is that inconsistent with our  
13 understanding and how we've been reporting, but there -- I  
14 think there are legitimate challenges to reporting the metric  
15 as you just described it.

16 **MS. MITCHELL:** Okay. And we'll get back to that.  
17 I'm just trying to figure out what the City is -- can and is  
18 willing to do now.

19 Q So the third metric, the number of beds or opportunities  
20 currently available -- and we'll talk about what that means in  
21 your interpretation in a minute -- but assuming that that means  
22 actually available, unoccupied, is that a metric that the City  
23 can and will be reporting on a going forward basis?

24 **MR. MCRAE:** It's lacking foundation, it's a  
25 hypothetical, it calls for speculation, it calls for legal

1 conclusion, and it's vague.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** If the Court determines that on a go-  
4 forward basis the City is to report on the number of beds  
5 currently occupied and unoccupied among the universe of beds  
6 that have been created pursuant to this agreement, I believe  
7 that is something that we could report.

8 **MS. MITCHELL:** Okay. And then going next to the next  
9 metric -- and, again, we'll talk about like the definitions and  
10 all of that in a minute. I'm just trying to understand what  
11 the City is able and willing to do at the moment.

12 Q The number of PEH engaged, now, again, assuming that this  
13 is a citywide metric not tied to Alliance beds, as you  
14 testified and we'll get to, is that a metric that the City can  
15 and will be reporting on a going forward basis?

16 **MR. MCRAE:** Your Honor, I object to all of these  
17 hypotheticals to Mr. Szabo. It lacks foundation. It calls for  
18 speculation. And they're incomplete hypotheticals. And also  
19 object to the extent it calls for a legal conclusion.

20 **THE COURT:** Overruled.

21 **MR. MCRAE:** And object to the extent it involves  
22 deliberative process privilege.

23 **THE COURT:** Overruled.

24 **THE WITNESS:** I'm sorry, could you --

25 **MS. MITCHELL:** Sure.

1           **THE WITNESS:** -- repeat? Thank you.

2           **MS. MITCHELL:** Sure.

3 **BY MS. MITCHELL:**

4       Q     Looking at the metric that's highlighted, the number of  
5     PEH engaged, assuming that that refers to citywide metrics and  
6     not engagements tied to Alliance beds, is that a metric that  
7     the City can and will be reporting on a moving forward basis?

8           **MR. MCRAE:** Objection, Your Honor, also that  
9     Mr. Szabo doesn't unilaterally determine the City's response to  
10    the --

11           **THE COURT:** Well, we have --

12           **MR. MCRAE:** -- settlement agreement.

13           **THE COURT:** -- we -- this discussion about, you know,  
14    what we could move forward with. Overruled.

15       A     So the -- I need to -- the reason that that metric wasn't  
16    reported is because the PEH engaged, we did not have the  
17    capacity to tie that back to the beds that were created as a  
18    result of this settlement agreement.

19           And that is why that metric wasn't reported. And in this  
20    case, it says to the extent possible. And it wasn't possible  
21    to report that metric specific to the beds in the settlement.

22           If the definition of number of PEH engaged as authorized  
23    by the Court is PEH engaged, citywide engagements, we have the  
24    capacity to report on that.

25           And, in fact, we have been -- I'll just say we would be



1 happy to work with you and the Court on how that is reported in  
2 that -- in the event that that is how the -- that metric would  
3 be defined. We could do that.

4 **MS. MITCHELL:** Okay.

5 Q So then the next one is the number of PEH who have  
6 accepted offers of shelter or housing. Assuming that is the  
7 definition of what it purports to be, the number of people who  
8 have accepted offers of shelter or housing, is that a metric  
9 that the City can and will be reporting moving forward?

10 **MR. MCRAE:** It's an objection that it assumes facts,  
11 it's compound, it calls for a legal conclusion, and it's a  
12 hypothetical with the assuming of a definition.

13 **THE COURT:** Overruled.

14 **THE WITNESS:** So I believe that we are reporting that  
15 currently --

16 **BY MS. MITCHELL:**

17 Q With the PEH served number.

18 A With the PEH served number, yes.

19 Q Okay. If the Court were to order you or the  
20 interpretation was to be not PEH served but the numbers of PEH  
21 unhoused, still unsheltered individuals who have accepted  
22 offers of shelter, so a little bit different than people who  
23 are being served, is that a metric the City can and will be  
24 producing? Or I should just say can produce on a move forward  
25 basis?

1           **MR. MCRAE:** Your Honor, unintelligible. And it's  
2 compound and it's vague. And it calls for a legal conclusion.  
3 And --

4           **THE COURT:** I --

5           **MR. MCRAE:** -- it's an incomplete hypothetical.

6           **THE COURT:** I understand the question. Overruled.

7           **THE WITNESS:** The reason I'm going to go back to PEH  
8 served is that by definition, that metric, it's the number of  
9 people who are leased up in permanent housing -- for permanent  
10 housing or the number of intakes that we have for interim  
11 housing.

12           So it is my definition the number of PEH who have accepted  
13 offers of shelter or housing.

14           Again, it's offers of -- accepted offers of shelter or  
15 housing into the units that the settlement agreement has  
16 created.

17           And, again, I -- everything about the settlement to me is  
18 we are going to agree to create housing so people could be --  
19 who are currently unhoused could be housed in those units that  
20 the settlement requires us to create.

21           So the metric that we're reporting currently is telling  
22 you exactly that. How many people are leased up in permanent  
23 housing that's -- that has been made available by this -- by  
24 the settlement agreement, and how many intakes do we have in  
25 the interim housing.

1           And we do want to have multiple -- obviously multiple  
2 people accepting offers to the same bed because we want to have  
3 that turnover.

4           I could report it, but it -- I'm already reporting it.  
5 It's the same information, it's the same metric.

6           **MS. MITCHELL:** My question's a little bit different.  
7 And I understand your position, fully understand your position  
8 that it is the same metric.

9           Q     But if the Court were to interpret it differently, that  
10 PEH served is not the same metric, and instead the metric is  
11 people who have been -- made an offer of shelter or housing and  
12 have accepted that offer, right, maybe for whatever reason they  
13 don't end up getting housed or sheltered, maybe somebody passes  
14 away in the meantime, whatever the reason is, but the slightly  
15 different metric of just somebody that has accepted an offer,  
16 is that something the City has the capability of reporting  
17 moving forward?

18           **MR. MCRAE:** Objection, Your Honor. It assumes that  
19 there is a distinction with a difference. It also is vague as  
20 phrased. It's a hypothetical. It calls for a legal  
21 conclusion.

22           **THE COURT:** Overruled.

23           **MR. MCRAE:** And it's speculative.

24           **THE WITNESS:** As I'm sitting here on the stand, that  
25 truly would be something more appropriate for a meet-and-confer

1 process or --

2 **BY MS. MITCHELL:**

3 Q Okay.

4 A -- a mediation process because there -- as I said, there  
5 are concerns about whether we could secure the information on -  
6 - let me back up.

7 We can verify that the offer was accepted. And I would  
8 have confidence in providing that information based on the  
9 actual placements in the housing. That's how we would be able  
10 to verify it.

11 If an offer is made and then for whatever reason a person  
12 experiencing homelessness changes their mind but then comes  
13 back, there are logistical issues that I think would be  
14 appropriate for us to work out in a mediation process.

15 Q That's --

16 A I would want to answer -- truly, we tried to provide the  
17 best possible information that would be responsive to this  
18 within our capacity.

19 **MS. MITCHELL:** Yeah, no, and I appreciate that. I'm  
20 not trying to trick you on any of this. I'm just trying to  
21 understand the City's position on the capability at the moment.  
22 So --

23 **THE COURT:** Could I ask one question --

24 **MS. MITCHELL:** Sure, Your Honor.

25 **THE COURT:** -- if we're trying to move forward.

1           **MS. MITCHELL:** Thanks for asking my permission.

2           **THE COURT:** Right now that's quarterly. Right now  
3 that might be a quarterly report because you've got a huge  
4 fluctuation, understood.

5           That would be subject to negotiation. In other  
6 words, LA Alliance might take or Ms. Meyers might take the  
7 position of quicker, and that might be difficult.

8           So you can move forward with this. But what might be  
9 subject to negotiation is what kind of time period would be  
10 reasonable concerning both parties because you do have a  
11 fluctuation. And you don't want to get caught in a daily  
12 necessary.

13           **THE WITNESS:** Right.

14           **THE COURT:** But that could be negotiated potentially.  
15 I mean, not that you'd agree but back and forth.

16           **THE WITNESS:** I'd be happy to discuss --

17           **THE COURT:** So Judge Birotte could take a look at  
18 that.

19           **THE WITNESS:** I'd be happy to discuss that, sure.

20           **THE COURT:** Okay. Counsel, go on.

21           **MS. MITCHELL:** Thank you, Your Honor.

22 **BY MS. MITCHELL:**

23 Q     The next metric, the number of PEH who have rejected  
24 offers of shelter or housing and why offers were rejected; is  
25 that something the City has the capability of reporting moving

1 forward?

2 **THE COURT:** Just a moment, counsel, let me make a  
3 note. All right. Thank you.

4 You please answer.

5 **MR. MCRAE:** That question calls for speculation, lack  
6 of foundation.

7 **THE COURT:** Overruled.

8 **THE WITNESS:** No, that metric we -- the City does not  
9 have the capability of reporting.

10 **BY MS. MITCHELL:**

11 Q And then the final metric, the number of encampments in  
12 each district, is that something that the City has the  
13 capability of reporting on the moving forward basis?

14 **MR. MCRAE:** Same objection, lack of foundation.

15 **THE COURT:** Overruled.

16 **THE WITNESS:** So this is a metric that I feel  
17 confident that we would be able to report in a manner that we  
18 could validate that we would be comfortable with the accuracy  
19 of the data in the -- I would say in the very near future.  
20 It's not -- we're not in a position today, but in the very near  
21 future.

22 And once we have that capability and it could be  
23 appropriately validated, we would absolutely be -- we would --  
24 we will report that consistent with the settlement agreement as  
25 soon as we have that capability and can validate that data.

1           **MS. MITCHELL:** Okay. All right. Let's move on.

2           **MR. MCRAE:** Can I request that we take a five-minute  
3 recess? We've been going a little over an hour.

4           **THE COURT:** Counsel, is that acceptable?

5           **MR. MCRAE:** Is that okay?

6           **MS. MITCHELL:** I mean, I'd prefer to keep going but  
7 if we need a quick break, that's --

8           **THE COURT:** Well, if it's a restroom break, --

9           **MR. MCRAE:** Yes, Your Honor.

10          **THE COURT:** We're usually going about an hour and 15  
11 minutes to an hour and a half so --

12          **MR. MCRAE:** Yes. That's okay --

13          **MS. MITCHELL:** That's fine, --

14          **THE COURT:** Yeah.

15          **MS. MITCHELL:** -- Your Honor.

16          **MR. MCRAE:** Thank you.

17          **THE COURT:** You -- just a moment. It's your  
18 examination. You call the time --

19          **MR. MCRAE:** Okay.

20          **THE COURT:** -- within reason. Do you want to go  
21 forward? If so, go forward five or ten more minutes --

22          **MS. MITCHELL:** It's --

23          **THE COURT:** -- and then we'll take a break.

24          **MS. MITCHELL:** It's fine, Your Honor. We can take a  
25 break --

1           **THE COURT:** Okay.

2           **MS. MITCHELL:** -- now. It's totally fine.

3           **THE COURT:** Let's take a recess then.

4           **MS. MITCHELL:** Five minutes would be great, thank  
5 you.

6           **THE COURT:** Step down. Thank you very much.

7           **(Recessed at 2:06 p.m.; reconvened at 2:26 p.m.)**

8           **THE COURT:** All right, thank you. We're back in  
9 session. All counsel are present. I thank you for your  
10 courtesy.

11           And Counsel, cross examination, please.

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

13           **THE COURT:** Continued cross.

14           **MS. MITCHELL:** Thank you.

15                           **CROSS EXAMINATION (CONTINUED)**

16           **BY MS. MITCHELL:**

17           Q     Okay, Mr. Szabo, looking specifically at Section 7.1, the  
18 number of beds or opportunities offered, and you have  
19 previously testified that your interpretation of this means  
20 that it's on offer. Is that right?

21           A     Correct.

22           Q     What does on offer mean to you?

23           A     On offer means that it is -- they are units that are  
24 provided for use by the homeless system to house those who need  
25 housing.



1 Q You agree that the phrase on offer doesn't appear in the  
2 Agreement, true?

3 **THE COURT:** Counsel, would you restate that a little  
4 louder? I didn't hear.

5 **MS. MITCHELL:** Yes.

6 **BY MS. MITCHELL:**

7 Q I said you would agree, Mr. Szabo, that the phrase on  
8 offer does not appear anywhere in the Agreement, is that right?

9 A That's correct.

10 Q And when was the first time you heard the phrase on offer  
11 in connection with the Alliance litigation?

12 **MR. MCRAE:** Objection, assumes facts that it was  
13 heard.

14 **THE COURT:** Overruled.

15 **THE WITNESS:** That I don't recall. I don't know.

16 **BY MS. MITCHELL:**

17 Q Was it in communications with Plaintiffs?

18 **MR. MCRAE:** Objection, lack of foundation, calls for  
19 speculation --

20 **THE COURT:** Overruled.

21 **MR. MCRAE:** -- and asked and answered.

22 **THE COURT:** Overruled.

23 **(To the Witness):** You may answer.

24 **THE WITNESS:** I don't -- I don't believe it was with  
25 communications with Plaintiffs --

1 **BY MS. MITCHELL:**

2 Q Have you ever used --

3 A -- no.

4 Q -- the phrase on offer in connection with the Alliance  
5 litigation with Plaintiffs?

6 **MR. MCRAE:** Objection, vague.

7 **THE COURT:** Overruled.

8 **THE WITNESS:** I don't -- I believe I've used the term  
9 offered.

10 **BY MS. MITCHELL:**

11 Q Collinsdictionary.com is where I found this phrase and it  
12 defines on offer as something being available to be used. Do  
13 you think that's an appropriate description of that phrase as  
14 you're using it today?

15 **MR. MCRAE:** Objection, lack of foundation, it calls  
16 for a legal conclusion, and relevance as far as a dictionary in  
17 terms of the meaning of this Agreement.

18 **THE COURT:** Overruled.

19 **THE WITNESS:** I think I've used a similar definition.

20 **BY MS. MITCHELL:**

21 Q And available to be used, you would agree that's an  
22 adjective, correct, something that's describing a noun?

23 **MR. MCRAE:** Objection, lack of foundation, calls for  
24 a legal conclusion --

25 **THE COURT:** Overruled.

1           **MR. MCRAE:** -- argumentative.

2           **THE COURT:** Overruled.

3           **THE WITNESS:** Yes (indisc.)

4 **BY MS. MITCHELL:**

5   Q     And you would agree that the phrase or the word offered is  
6 a different part of speech, it's a verb, right, or a past tense  
7 verb?

8           **MR. MCRAE:** Objection to the grammar lesson, vague  
9 and ambiguous, lack of foundation --

10          **THE COURT:** Overruled.

11          **MR. MCRAE:** -- calls for a legal conclusion.

12          **THE COURT:** Overruled.

13          **THE WITNESS:** I would agree with that. I would agree  
14 with that and -- but -- I'm sorry. Yes, I would agree with  
15 that, that it is a verb.

16 **BY MS. MITCHELL:**

17   Q     So it's an entirely different part of speech. It's an  
18 adjective, on offer, and there's a verb offered. True? Two  
19 different parts of speech.

20          **MR. MCRAE:** Objection, argumentative.

21          **THE COURT:** Overruled.

22          **THE WITNESS:** The term offered, the verb offer or  
23 offered has multiple definitions.

24    //

25    //

1 **BY MS. MITCHELL:**

2 Q It is a verb, true? Or a past tense verb?

3 **MR. MCRAE:** Vague.

4 **THE COURT:** I didn't hear. I'm sorry, Counsel.

5 **MR. MCRAE:** I said vague.

6 **THE COURT:** Overruled.

7 **THE WITNESS:** I don't -- I don't actually -- I don't  
8 agree that it's necessarily a past tense verb.

9 **BY MS. MITCHELL:**

10 Q Do you agree that it's a verb? That an offer to -- like  
11 an offer, the word offered is past tense. Do you think -- do  
12 you agree with that statement?

13 **MR. MCRAE:** Objection, asked and answered.

14 **THE COURT:** Overruled.

15 **THE WITNESS:** I'm sorry, could you repeat that?

16 **BY MS. MITCHELL:**

17 Q Is the word offered past tense, Mr. Szabo?

18 **MR. MCRAE:** Objection, calls for a legal conclusion,  
19 lack of foundation, and asked and answered.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** I don't believe so. I don't -- not in  
22 this -- not in this sense it is not. How many opportunities  
23 are currently offered. How many opportunities are currently  
24 offered, that is --

25 //

1 **BY MS. MITCHELL:**

2 Q Does the word currently appear in this sentence that's  
3 highlighted, in this phrase that's highlighted?

4 **MR. MCRAE:** Argumentative.

5 **THE COURT:** Overruled.

6 **THE WITNESS:** No, it's not.

7 Q So the number of beds or opportunities offered, you don't  
8 agree that that's past tense?

9 **MR. MCRAE:** Objection, asked and answered, calls for  
10 a legal conclusion, lack of foundation, argumentative.

11 **THE COURT:** Overruled.

12 **THE WITNESS:** Not in this case.

13 Q So you think it's what's currently on offer, present  
14 tense? That's your interpretation as you sit here today?

15 A It is my interpretation and it's within the context of the  
16 other metrics in that -- in that sentence all relate to beds,  
17 all relate to things. They don't relate to actions. It's beds  
18 offered, opportunities created, opportunities available. It's  
19 all referring to number of beds. It's all referring to beds.  
20 It's not referring to anything else. That's why -- it means  
21 that to me and that's how we've been reporting it.

22 Q The word offer can be a verb or a noun, do you agree with  
23 that?

24 **MR. MCRAE:** Objection, relevance, argumentative.

25 **THE COURT:** Overruled.

1           **THE WITNESS:** It can be a verb or a noun, yes.

2 **BY MS. MITCHELL:**

3 Q       Yes, you agree with that statement?

4           **MR. MCRAE:** Same objections.

5           **THE COURT:** I'm sorry, I didn't hear the question --

6           **MR. MCRAE:** I said same objections, Your Honor.

7           **THE COURT:** -- and I didn't hear the objection.

8           The question again, please.

9 Q       Do you agree with the statement that an offer can be a  
10 verb or a noun?

11           **MR. MCRAE:** Objection, relevance --

12           **THE COURT:** Overruled.

13           **MR. MCRAE:** -- lack of foundation.

14           **THE WITNESS:** It could be a verb or a noun, yes.

15 Q       Now, the word offer appears elsewhere in the Agreement, is  
16 that right?

17 A       It does.

18 Q       So let's go to -- we're on -- this is still Exhibit 25,  
19 we're on Page 8 of 28. Line 27 there is a reference to, the  
20 second part of that, of that sentence, will not preclude the  
21 City from making an offer of shelter or housing to an  
22 individual, do you see that phrase?

23           **MR. MCRAE:** Your Honor, can the witness have the  
24 benefit of being oriented to what part of the Agreement we're  
25 talking about here?

1           **THE COURT:** I thought it was Page 2, Line 27.

2           **MR. MCRAE:** No, I mean like a section, whether it's a  
3 recital or a definition of terms.

4           **THE COURT:** Certainly.

5           **MS. MITCHELL:** Sure.

6           **MR. MCRAE:** Exactly.

7           **MS. MITCHELL:** Sure.

8           **THE COURT:** Certainly.

9           **MS. MITCHELL:** I mean --

10          **MR. MCRAE:** Thank you.

11          **MS. MITCHELL:** -- if Counsel wants to testify --

12          **MR. MCRAE:** No, I don't want to testify. I want the  
13 witness to be given a fair opportunity to know where this --

14          **THE COURT:** Thank you both for your --

15          **MS. MITCHELL:** Thank you.

16          **THE COURT:** -- conversation with each other.

17          **MS. MITCHELL:** Page --

18          **THE COURT:** Let's move along now.

19          **MS. MITCHELL:** Thank you, Your Honor.

20 **BY MS. MITCHELL:**

21 Q       Page 2, Section 1, under definitions, 1.4, city shelter  
22 appropriate, and then going to the next section, which is  
23 describing city shelter appropriate, the bottom of Page 3  
24 refers to an offer of shelter housing. Do you see that?

25          **MR. MCRAE:** Objection, the document -- lack of

1 foundation as phrased.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** Yes, I see that.

4 **BY MS. MITCHELL:**

5 Q What does that mean?

6 **MR. MCRAE:** Objection, calls for a legal conclusion,  
7 lack of foundation.

8 **THE COURT:** Overruled.

9 **THE WITNESS:** In this case it is referring to a  
10 person and so it is using offer as something that would be  
11 provided to an individual.

12 **BY MS. MITCHELL:**

13 Q An action, correct? A shelter or housing is offered to a  
14 person. An action has to take place. You agree with that?

15 **MR. MCRAE:** Objection, compound, vague,  
16 argumentative.

17 **THE COURT:** Overruled.

18 **THE WITNESS:** I agree that that is how -- well, that  
19 is how it appears to be used in this case in this section to  
20 me, yes.

21 **BY MS. MITCHELL:**

22 Q And that is different than the phrase on offer, true?

23 **MR. MCRAE:** Objection, argumentative, lack of  
24 foundation.

25 **THE COURT:** Overruled.



1           **THE WITNESS:** It is -- it is different as it applies  
2 to what is being provided to an individual, yes.

3 **BY MS. MITCHELL:**

4 Q       Going on to Section 4, 4.1, the City will continue to  
5 offer shelter or housing to city shelter appropriate PEH. Do  
6 you see that phrase?

7 A       I do, yes.

8 Q       Okay. And what does that mean?

9           **MR. MCRAE:** Objection, calls for a legal conclusion,  
10 lack of foundation.

11           **THE COURT:** Overruled.

12           **MR. MCRAE:** And beyond the scope.

13           **THE COURT:** Overruled.

14           **THE WITNESS:** In this case it is referring to offer  
15 in the sense that it is provided to an individual, city shelter  
16 appropriate PEH would be provided an opportunity, it's using  
17 the case in this case an opportunity to be housed.

18 **BY MS. MITCHELL:**

19 Q       So an action, correct? An action has to happen for a city  
20 shelter appropriate PEH to be offered shelter, true?

21           **MR. MCRAE:** Objection, argumentative, lack of  
22 foundation --

23           **THE COURT:** Overruled.

24           **MR. MCRAE:** -- calls for a legal conclusion.

25           **THE WITNESS:** I've already stated that offer can be

1 used in many different ways. And I also don't see a definition  
2 of offer.

3 **BY MS. MITCHELL:**

4 Q I'm asking for your interpretation of this word in this  
5 context.

6 A That's right, and so I gave you my interpretation in this  
7 context, as I gave you my interpretation of the same word in a  
8 different context which had a different meaning.

9 Q All right, let's go to Section 4.2. We're on Page 6,  
10 Line 28, the very bottom, no enforcement action shall be taken  
11 against any individual suspected of violating a public space  
12 regulation or ordinance unless that individual has first been  
13 offered adequate and appropriate, and I think we go to the next  
14 section, shelter, housing, and/or to relocate. Do you see that  
15 phrase?

16 A I --

17 Q Specifically I'm going to ask you about the phrase offered  
18 adequate and appropriate shelter or housing. On the bottom of  
19 Page 6, what does offered adequate and appropriate shelter or  
20 housing mean to you in this context?

21 **MR. MCRAE:** Objection, lack of foundation, calls for  
22 a legal conclusion, and beyond the scope of this hearing.

23 **THE COURT:** Overruled.

24 **THE WITNESS:** Again, in this case because it is  
25 referring to an individual, a person, offer is being used as

1 providing an offer to that individual to be housed.

2 **BY MS. MITCHELL:**

3 Q So an action, correct?

4 **MR. MCRAE:** Objection --

5 Q An action has to be taken?

6 **MR. MCRAE:** -- asked and answered and vague.

7 **THE COURT:** Overruled.

8 **THE WITNESS:** In this case it's -- it is a verb.

9 Q And then in 4.3 we have the same reference, no enforcement  
10 action shall be taken against an individual unless that  
11 individual has first been offered adequate and appropriate  
12 shelter. Do you see that section? On Line 23 and 24?

13 A Could you highlight it please? Thank you.

14 I do see that, yes.

15 Q And so you would agree that that is also in reference to a  
16 verb, a past tense verb, something had to have happened in  
17 order for a person to have been offered adequate shelter or  
18 housing. Do you agree with that statement?

19 **MR. MCRAE:** Objection, lack of foundation, calls for  
20 a legal conclusion, and out of the scope of the hearing.

21 **THE COURT:** Overruled.

22 **THE WITNESS:** Yes, once again this refers to an  
23 individual and so it is -- offer in this case is being used as  
24 a verb, past tense verb, providing an individual an opportunity  
25 to be housed.

1 **BY MS. MITCHELL:**

2 Q So you would agree in this context if let's say there was  
3 simply a number of shelter or housing opportunities on offer,  
4 that would not be sufficient to meet the obligations under this  
5 section?

6 **MR. MCRAE:** Objection, it calls for speculation, it's  
7 a hypothetical, it's also an incomplete hypothetical, it lacks  
8 relevance, it's beyond the scope of this proceeding.

9 **THE COURT:** Overruled.

10 **MR. MCRAE:** I'm sorry, and calls for a legal  
11 conclusion.

12 **THE COURT:** Overruled.

13 **THE WITNESS:** I don't -- I actually don't understand  
14 how it would be -- how it would be used. I mean this statement  
15 is talking about providing an individual with an opportunity to  
16 be housed in shelter or housing and so this is offer -- the  
17 word offer I believe is appropriately used here and it has  
18 different meanings and the meaning that I take from this is  
19 that action, it is providing this opportunity to an individual.

20 **BY MS. MITCHELL:**

21 Q Okay, so let's go back and read the whole clause or the  
22 whole phrase here. No enforcement action shall be taken  
23 against any individual suspected of violating a public space  
24 regulation or ordinance unless that individual has first been  
25 offered adequate and appropriate shelter or housing. So do you

1 see that phrase in context now?

2 A I do.

3 Q And would you agree that if a particular shelter or  
4 housing opportunity was simply on offer, that would not be  
5 sufficient to meet the City's obligations prior to enforcing  
6 public space regulations under this section?

7 **MR. MCRAE:** Objection, unintelligible, lack of  
8 foundation, calls for a legal conclusion, vague.

9 **THE COURT:** Overruled.

10 **THE WITNESS:** Because there's no definition of offer  
11 the hypothetical that you just proposed wouldn't make sense in  
12 this case.

13 **BY MS. MITCHELL:**

14 Q Why not?

15 A Because of the context of this section that you've  
16 highlighted. It's talking about providing something to an  
17 individual.

18 Q Providing a specific offer of housing or shelter, correct?

19 A Yes.

20 **MR. MCRAE:** Objection, calls for speculation, lack of  
21 foundation.

22 **THE COURT:** Overruled.

23 Q Now, previously in this -- in these proceedings you  
24 testified that a person who's living on the street would need  
25 to be offered an opportunity multiple times before they would

1 accept it. Do you recall saying that?

2 **MR. MCRAE:** Objection, mischaracterizes the witness's  
3 testimony.

4 **THE COURT:** Overruled.

5 **THE WITNESS:** No, I'm not -- I wouldn't say -- I'm  
6 not trained in homeless engagement and outreach. What I  
7 believe I said was that it is -- that my understanding is that  
8 it is a typical part of the process to provide an offer of  
9 housing to an individual multiple times before it would be  
10 accepted.

11 **BY MS. MITCHELL:**

12 Q Okay. And you agree that the housing or shelter has to  
13 actually be offered in order for a person to accept that offer?  
14 Is that true?

15 **MR. MCRAE:** Objection, incomplete hypothetical,  
16 vague, calls for a legal conclusion, lack of foundation.

17 **THE COURT:** Overruled.

18 **THE WITNESS:** Yes.

19 **BY MS. MITCHELL:**

20 Q And typically in most shelters and particularly current  
21 supportive housing facilities an individual can't simply walk  
22 in off the street and get housed or get sheltered, is that  
23 right?

24 **MR. MCRAE:** Objection, lack of foundation, vague,  
25 calls for speculation.

1           **THE COURT:** Overruled.

2           **THE WITNESS:** I know there are some -- there could be  
3 some sites that allow for that, but typically, certainly within  
4 the context of the housing that we're talking about in the  
5 Settlement Agreement, it would require outreach engagement,  
6 yes.

7 **BY MS. MITCHELL:**

8 Q     Okay. So despite that it requires outreach engagement for  
9 a person to accept shelter and despite the fact that four  
10 separate times there are reference to offers or offered in this  
11 section other than 7.1, it's still your testimony, Mr. Szabo,  
12 in 7.1 the phrase offered here is not a verb but is in fact an  
13 adjective or description of a noun, is that right?

14           **MR. MCRAE:** Your Honor, that's compound, it's  
15 argumentative, also calls for a legal conclusion, and it's  
16 misstating what Section 7.1 says.

17           **THE COURT:** Overruled.

18           **THE WITNESS:** It is.

19 **BY MS. MITCHELL:**

20 Q     So offered here in Section 7.1 means something different  
21 than everywhere else it's referenced, true?

22           **MR. MCRAE:** Objection, that calls for speculation,  
23 it's argumentative, and lacks foundation.

24           **THE COURT:** Overruled.

25           **THE WITNESS:** It does because in every other instance

1 that you cited offer is referring to something provided to an  
2 individual. In this case offer is referring to a bed.  
3 Everything in the first sentence is referring to beds.  
4 Everything in the second sentence is referring to individuals,  
5 including a request to provide information about PEH who have  
6 accepted offers of shelter or housing. If it was intended to  
7 be an offer in the context -- in the context that you cited in  
8 the other -- in the other areas of this agreement, it would  
9 have been in the second sentence and it would have been  
10 something that was an obligation of LAHSA because that's where  
11 it would be appropriately required. Not in the first sentence  
12 that's talking about the beds the City has responsibility to  
13 create.

14 **BY MS. MITCHELL:**

15 Q Who are the beds and opportunities being offered to?

16 **MR. MCRAE:** Objection, vague.

17 **THE COURT:** Overruled.

18 **THE WITNESS:** They're offered -- again, there are  
19 multiple definitions of offered. In this case it's offered  
20 to -- for use by the homeless services system. In some cases  
21 it's permanent housing, permanent housing providers. Interim  
22 housing, service providers that work for interim housing. And  
23 it is creating the compliment of beds that are available to be  
24 used to house people.

25 //



1 **BY MS. MITCHELL:**

2 Q Mr. Szabo, to whom are the beds that -- the beds being  
3 offered to?

4 **MR. MCRAE:** Asked and answered.

5 **THE COURT:** Overruled.

6 **THE WITNESS:** Again, you're using the -- I think  
7 you're using a different definition of offered than is  
8 contemplated in the first sentence. It's being offered -- in  
9 this case these are beds that are being offered in and of  
10 themselves to the City of Los Angeles, to service providers, to  
11 nonprofit agencies that run permanent housing. That's -- that  
12 is the context for this sentence.

13 In the second sentence these are offers, I believe  
14 that offered is being used in a different way as it relates to  
15 something provided to an individual, a person experiencing  
16 homelessness, which they would accept or reject.

17 **BY MS. MITCHELL:**

18 Q So your testimony is the number of beds or opportunities  
19 offered refers to being offered to homeless provide --  
20 homelessness providers and the city at large, but not to  
21 individuals --

22 **MR. MCRAE:** Objection --

23 Q -- that's right?

24 **MR. MCRAE:** -- compound, lack of foundation.

25 **THE COURT:** Overruled.

1           **THE WITNESS:** The context is how many beds are  
2 offered in the city, how many beds are offered as a result of  
3 this Settlement Agreement.

4 **BY MS. MITCHELL:**

5 Q       Wouldn't you agree that every housing or shelter  
6 opportunity created or otherwise obtained is necessarily being  
7 offered to the homeless service providers in the City of  
8 Los Angeles?

9           **MR. MCRAE:** Objection, incomplete hypothetical.

10          **THE WITNESS:** I'm sorry. Can you repeat that? I'm  
11 sorry.

12 **BY MS. MITCHELL:**

13 Q       Sure. Wouldn't you agree that every housing or shelter  
14 opportunity created or otherwise obtained are necessarily  
15 already being offered to homeless services providers in the  
16 City of Los Angeles?

17          **MR. MCRAE:** Objection, lack of foundation,  
18 argumentative, calls for a legal conclusion.

19          **THE COURT:** Overruled.

20          **THE WITNESS:** Like I said as part of our earlier  
21 conversation when you were reviewing the reports, it is  
22 possible that opportunities that are created may not be -- may  
23 not be currently offered as the -- as of the reporting  
24 deadline.

25 //

1 **BY MS. MITCHELL:**

2 Q True or false, every housing or shelter opportunity  
3 created or otherwise obtained is ultimately offered to the  
4 homeless service providers in the City of Los Angeles?

5 **MR. MCRAE:** Objection, vague.

6 **THE COURT:** Overruled.

7 **MR. MCRAE:** And lack of foundation.

8 **THE WITNESS:** These are quarterly reports.

9 Information fluctuates from quarter to quarter. So I can't  
10 answer a true or false for -- in the manner that you've  
11 proposed it. It's a quarterly report. It is possible that  
12 we -- that opportunities that we create would be different than  
13 the opportunities offered.

14 **BY MS. MITCHELL:**

15 Q But it's never fluctuated, has it?

16 A It hasn't because we have made the decision to reduce the  
17 number of opportunities created to the extent that those  
18 opportunities created have -- are no longer in or for some  
19 reason out of service, under repair, whatever. We've reduced  
20 those numbers.

21 But that is what my understanding is. Beds are  
22 opportunities created. Those that are offered and then the  
23 same thing with those that are currently available. It's a  
24 continuation of the same discussion. How many beds have you  
25 created, how many are offered of those beds that are created,

1 how many are available of those in each Council District?

2           So that's how we've reported it. All I can tell you  
3 is this is how we understand the language, this is how we've  
4 reported it, this is how we reported it for four consecutive  
5 quarters, and the Special Master deemed that we were in  
6 compliance with Section 7.1. And if there is a different  
7 interpretation that the Court is asking us to come to, we're  
8 happy to work with you and amend the manner in which we report.  
9 I don't have any issue with that at all. I'm just explaining  
10 to you why we reported the way that we did. It wasn't -- it  
11 wasn't because we didn't want to report it, we were reporting  
12 that information with our quarterly reports --

13 Q     You were reporting --

14 A     -- as we understood it.

15 Q     You were reporting that information in the exact same way  
16 and the exact same place for all three metrics, true?

17           **MR. MCRAE:** Your Honor, this was covered this  
18 morning. This is asked and answered now.

19           **THE COURT:** Overruled.

20           **THE WITNESS:** The manner in which we constructed our  
21 reports was responsive to each of the items identified, each of  
22 the metrics requested in the first sentence of 7.1.

23 **BY MS. MITCHELL:**

24 Q     Let's move on to available. So the very next metric that  
25 we have is the number of beds or opportunities currently

1 available in each Council District. Do you see that?

2 A I do, yes.

3 Q Now, that has the word currently in it, right?

4 A Yes, it does.

5 Q And the previous metric did not have the word currently in  
6 it, true?

7 A That is correct.

8 Q And again, available is being reported, the number of beds  
9 or opportunities available being reported in the same metric as  
10 those offered and those obtained. Yes?

11 **MR. MCRAE:** Objection, vague and confusing.

12 **THE COURT:** Overruled.

13 **THE WITNESS:** This metric is reported Council  
14 District specific.

15 **BY MS. MITCHELL:**

16 Q Now, so in your mind the only difference between this  
17 metric -- the available in each Council District or the  
18 opportunities offered in total, the only difference is that it  
19 specifies the Council District, is that right?

20 **MR. MCRAE:** Objection, lack of foundation, calls for  
21 a legal conclusion, and argumentative.

22 **THE COURT:** Overruled.

23 **THE WITNESS:** That's how we've constructed -- we've  
24 constructed our reports to include the Council District  
25 designation to be responsive to this section of 7.1, yes.

1 **BY MS. MITCHELL:**

2 Q And it's your testimony that that metric doesn't refer to  
3 unoccupied beds or shelter opportunities, true?

4 A That is -- that was our understanding. That's how we have  
5 been reporting it and that's how we've been reporting it  
6 consistently since 2023.

7 Q Merriam-Webster Dictionary defines unoccupied -- or excuse  
8 me, defines available as present or ready for immediate use.  
9 Do you agree with that definition?

10 **MR. MCRAE:** Objection, Counsel's testifying, lack of  
11 foundation, relevance.

12 **THE COURT:** Overruled.

13 **BY MS. MITCHELL:**

14 Q There was actually a second part. I can read the full and  
15 you can tell me if you agree or not.

16 There's two definitions: present or ready for  
17 immediate use and accessible or obtainable. Do you agree with  
18 those definitions?

19 **MR. MCRAE:** Same objections, Your Honor.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** That sounds, it sounds about right to  
22 me. I've not -- I don't have any background in dictionary  
23 writing, so, but it sounds about right.

24 //

25 //

1 **BY MS. MITCHELL:**

2 Q Let me give you a hypothetical, Mr. Szabo. You call a  
3 hotel and you say how many rooms do you have available and they  
4 say we have five rooms available. What would you take that to  
5 mean?

6 **MR. MCRAE:** Objection, Your Honor. It's an  
7 incomplete hypothetical and it's also lacking relevance.

8 **THE COURT:** Overruled.

9 **(To the Witness):** You may answer the question.

10 **THE WITNESS:** If it's in that context, I think it  
11 would be -- I think I would expect that to be the unoccupied  
12 definition.

13 **BY MS. MITCHELL:**

14 Q Now, you previously said it wouldn't make any sense to  
15 report vacancy because the data would be stale the moment you  
16 reported it. Do you recall saying that?

17 A I did. I do recall saying that, yes.

18 Q That's actually also true for PEH served, isn't that true?

19 **MR. MCRAE:** Objection, vague.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** I don't think -- I don't think  
22 necessarily. I don't think that's necessarily the same because  
23 PEH served, as you know, the majority of our -- the majority of  
24 our -- of the beds compliant with obligations of the settlement  
25 are permanent housing and, again, by definition permanent

1 housing is supposed to be more -- ideally, they're in that  
2 housing for longer than a quarter and it's reasonable that if  
3 it's leased up then that information remains to be -- remains  
4 current quarter to quarter.

5           The definition or the manner in which we're reporting  
6 PEH served in -- for interim housing refers to how many times  
7 there's been turnover in those beds, how many times a bed has  
8 been used. So that information is cumulative and it should --  
9 it should be increasing over time since the time that it's been  
10 established.

11 **BY MS. MITCHELL:**

12 Q       Showing you Exhibit 29, Line 18. That's a interim housing  
13 for Highland Gardens, is that right?

14 A       Yes.

15 Q       And you show 143 beds and 259 PEH served.

16           **MS. MITCHELL:** And just for clarification for the  
17 Court, this is Exhibit 9 -- excuse me, this is Exhibit 29,  
18 which is Docket 652. The date on that is October 16th of 2023.  
19 Just for context.

20 **BY MS. MITCHELL:**

21 Q       So going back to Line 18 and on housing PEH served, you  
22 would agree that the moment that you report that, which is 15  
23 days after the quarter ends, that number, 259, may be stale?

24           **MR. MCRAE:** Objection, calls for speculation, lack of  
25 foundation.



1           **THE COURT:** You dropped your voice and I didn't hear  
2 the last portion.

3           **MS. MITCHELL:** I said --

4           **THE COURT:** That number is?

5           **MS. MITCHELL:** Stale.

6           **THE COURT:** Stale. Thank you.

7           **MR. MCRAE:** Calls for speculation, lack of  
8 foundation.

9           **THE COURT:** Overruled.

10          **THE WITNESS:** I don't agree with that. You're  
11 talking about two entirely different concepts. I don't -- two  
12 entirely different concepts.

13 **BY MS. MITCHELL:**

14 Q       Is it true, Mr. Szabo, that at the time you submitted this  
15 there may or may not have been 259 people served? Maybe there  
16 was 263, maybe four additional people had been served in the 15  
17 intervening days between the time the quarter ended and the  
18 time this report was submitted.

19          **MR. MCRAE:** Objection, compound, lack of foundation,  
20 vague, calls for speculation.

21          **THE COURT:** Overruled.

22          **MR. MCRAE:** And relevance.

23          **THE COURT:** Overruled.

24          **THE WITNESS:** That is possible.

25 //

1 **BY MS. MITCHELL:**

2 Q But you still report it, true?

3 A We report that, yes, and it's -- and it is also true that  
4 if a bed is opened a week after we submit the -- or if a bed is  
5 reported a week after the reporting deadline and we report the  
6 quarterly report on the 15th, then we wouldn't report that bed  
7 either. But that's because this is -- this is a cumulative  
8 statistic. It's not -- you're not looking for what is the real  
9 time availability of beds that could be used today to house  
10 somebody.

11 **BY MS. MITCHELL:**

12 Q Showing you Exhibit 25, Section 7.1. Where does it say  
13 real time availability in this section?

14 **MR. MCRAE:** Objection, argumentative.

15 **THE COURT:** Overruled.

16 **THE WITNESS:** I'm sorry?

17 **BY MS. MITCHELL:**

18 Q You used -- you've used the phrase with me now real time  
19 and you've used the phrase previously with counsel real time.  
20 I'm saying where is real time, the words or phrase real time in  
21 this Agreement?

22 **MR. MCRAE:** Objection, vague as phrased.

23 **THE COURT:** Overruled.

24 **THE WITNESS:** It's not in there. It's not in there  
25 and it doesn't -- it doesn't -- and I agree that it shouldn't

1 be in there because we're talking about quarterly reports.

2 **BY MS. MITCHELL:**

3 Q But it's a little bit different than like a website that  
4 you can update in real time, as opposed to a retrospective  
5 report, is that true?

6 **MR. MCRAE:** Objection, relevance and incomplete  
7 hypothetical.

8 **THE COURT:** Overruled.

9 **THE WITNESS:** I think a website would be a more  
10 appropriate -- a more appropriate mechanism to convey  
11 information about beds that are currently unoccupied, as  
12 opposed to currently available, in each Council District,  
13 which -- so yes, you're -- this is part of the reason that we  
14 are reporting -- that we reported this information as we did,  
15 because it doesn't make sense to report unoccupied, currently  
16 unoccupied data in a quarterly report. It would be more  
17 appropriate for a website that could be updated in real time or  
18 daily.

19 But having -- but reporting information about how  
20 many beds are available for use in each Council District as in  
21 how many beds have been made available that are being used to  
22 serve the population experiencing homelessness, that is  
23 appropriate for a quarterly report.

24 //

25 //

1 **BY MS. MITCHELL:**

2 Q Something isn't available to be used if it's occupied, is  
3 it?

4 **MR. MCRAE:** Objection, argumentative.

5 **THE COURT:** Overruled.

6 **THE WITNESS:** I totally disagree with that because  
7 when you establish -- when you establish interim housing, the  
8 purpose of interim housing is to turn that unit over as quickly  
9 as you can. So when we're talking about Inside Safe, for  
10 example, many of those hotel rooms are occupied but when we're  
11 planning on how many operations those hotels can sustain or can  
12 support we're not -- we don't say, okay, well, we've got  
13 80 percent occupancy currently in motels for Inside Safe so  
14 therefore we could only -- we can only do 20 percent more  
15 operations. There is an assumption that this is a resource  
16 that we can use on an ongoing basis that will turn over,  
17 hopefully frequently, so that we can continue to use that same  
18 resource to help as many people as possible per bed.

19 **BY MS. MITCHELL:**

20 Q But you would agree that something is not available for  
21 use, Mr. Szabo, if it is occupied?

22 **MR. MCRAE:** The same, it's the same question. It's  
23 asked and answered.

24 **THE COURT:** Overruled.

25 **THE WITNESS:** I just thoroughly disagree with that.

1 **BY MS. MITCHELL:**

2 Q Okay, so --

3 A I could repeat, if you'd like.

4 Q Yeah, no, that's fine.

5 Is it your understanding that service providers tend  
6 to put two people in a single bed?

7 **MR. MCRAE:** Objection, argumentative, Your Honor.

8 **THE COURT:** That's a little argumentative, Counsel.

9 **(To the Witness):** But you can answer.

10 **THE WITNESS:** That is not typical, but putting two  
11 people in a single room is.

12 **BY MS. MITCHELL:**

13 Q My question was a single bed.

14 A That was your question and in some cases -- and, in fact,  
15 currently we are considering double occupancy for some of the  
16 beds -- for some of the units. So I do appreciate that point.  
17 Yeah, sometimes we can expand the number, the use, even if a  
18 bed -- even if a unit is occupied.

19 Q Okay. We're talking about units. Units are different  
20 than beds, true?

21 **MR. MCRAE:** Objection, incomplete hypothetical.

22 **THE COURT:** Overruled.

23 **(To the Witness):** You can answer that.

24 **THE WITNESS:** Yes, but we're reporting units or beds  
25 and, as I said, there -- sometimes you can expand the number of

1 opportunities or the number of beds that could be available  
2 with a single unit.

3 **BY MS. MITCHELL:**

4 Q Going back to Section 4, street engagement. The City will  
5 continue to offer shelter or housing to city shelter  
6 appropriate PEH within the city. Do you see that?

7 **MR. MCRAE:** Objection, beyond the scope.

8 **THE COURT:** Overruled.

9 **THE WITNESS:** I do see that, yes.

10 **BY MS. MITCHELL:**

11 Q And can the City offer shelter or housing to city shelter  
12 appropriate PEH if it's occupied?

13 **MR. MCRAE:** Objection, it's vague, lack of a  
14 definition, it's beyond the scope, it calls for a legal  
15 conclusion, and it's a hypothetical.

16 **THE COURT:** Overruled.

17 **THE WITNESS:** This is -- so this is one section of  
18 the Settlement Agreement that is -- this section is referring  
19 to the current -- at the time the current policies and  
20 regulations as it related to street engagement. So this is,  
21 this is specific to maintaining the City's, the City's current  
22 strategy, at least at the time. So I don't -- this is --  
23 this is -- this is a different section. But could you repeat  
24 your question?

25 **BY MS. MITCHELL:**

1 Q I think I'll move on.

2 A Thank you.

3 Q Going to Section 4.3, citywide engagement. There is a  
4 provision which we talked about previously: Even after the  
5 City creates adequate and appropriate housing and shelter  
6 opportunities for 60 percent of the number of unsheltered city  
7 shelter appropriate PEH within the city, no enforcement action  
8 shall be taken against an individual suspected of violating a  
9 public space regulation or ordinance unless that individual has  
10 first been offered adequate and appropriate shelter or housing.  
11 Do you see that phrase?

12 **MR. MCRAE:** Objection, beyond the scope of this  
13 hearing.

14 **THE COURT:** Overruled.

15 **THE WITNESS:** Yes, I do.

16 **BY MS. MITCHELL:**

17 Q Would knowing how many beds or shelter opportunities are  
18 available be relevant to this metric in Section 4.3?

19 **MR. MCRAE:** Objection, relevance is a legal term,  
20 calls for a legal conclusion, it lacks foundation, it's an  
21 incomplete hypothetical, and it's vague.

22 **THE COURT:** Overruled.

23 **THE WITNESS:** Again, this is -- the section is  
24 referring to a future situation that could occur once our  
25 obligation, our primary obligation to establish housing has

1 been, has been met. So this is -- the reporting obligations  
2 were ongoing since the beginning. This is referring to what  
3 would happen after we've complied with the Agreement.

4 **BY MS. MITCHELL:**

5 Q I recognize that and thank you for that caveat. My  
6 question was a little bit different in that if there were no  
7 shelter opportunities available, meaning unoccupied, if every  
8 single bed in the city was occupied and there was no  
9 availability, would that be relevant to the interpretation of  
10 this section?

11 **MR. MCRAE:** Objection, it's an incomplete  
12 hypothetical.

13 **THE COURT:** Overruled.

14 **MR. MCRAE:** It's --

15 **MS. MITCHELL:** Let me --

16 **MR. MCRAE:** Let me complete my objection. It's --  
17 unless you're withdrawing the question.

18 **MS. MITCHELL:** I was going to rephrase it, but you  
19 can keep going.

20 **MR. MCRAE:** No, if you're going to rephrase it, that  
21 means you're withdrawing it, so I'll wait and then make  
22 objections.

23 **BY MS. MITCHELL:**

24 Q Okay, so if all beds are occupied are there any beds to be  
25 offered, Mr. Szabo?



1           **MR. MCRAE:** Objection, if is a hypothetical, it's an  
2 incomplete hypothetical, it calls for a legal conclusion, and  
3 it's vague.

4           **THE COURT:** Overruled.

5           **MR. MCRAE:** And it's beyond the scope.

6           **THE COURT:** Overruled.

7           **THE WITNESS:** If all beds are?

8 **BY MS. MITCHELL:**

9 Q       Occupied.

10 A       Are occupied...

11 Q       Are there any beds that can be offered?

12           **MR. MCRAE:** Same objection.

13           **THE WITNESS:** I -- the -- if the -- if we're  
14 reporting occupancy of beds on a quarterly basis that has --  
15 and in any given quarter all of the beds were occupied at the  
16 date of the report, that does not mean that all of the beds  
17 would be unavailable to be offered to people throughout the  
18 entirety of the next quarter. In fact, it almost certainly  
19 does not mean that.

20 **BY MS. MITCHELL:**

21 Q       Okay, so my question was a little bit more focused. If  
22 all beds are occupied, meaning none are available, can any  
23 offers be made?

24           **MR. MCRAE:** Objection, Counsel is testifying as to  
25 the meaning of the term, it's an incomplete hypothetical, it

1 calls for a legal conclusion, and speculation, it's beyond the  
2 scope.

3 **THE COURT:** Overruled.

4 **THE WITNESS:** If on any given day every bed is  
5 occupied, then under that hypothetical situation on that day at  
6 that hour there would not be anything available to be offered  
7 to an individual.

8 **BY MS. MITCHELL:**

9 Q Let's move on. The City will work with LAHSA is the start  
10 of the next phrase, which you spoke about with your counsel.  
11 You indicated that the City has no unilateral control over  
12 LAHSA. Do you recall that testimony?

13 A I do, yes.

14 Q You agree that the City has some control over LAHSA, is  
15 that true?

16 **MR. MCRAE:** Objection, vague.

17 **THE COURT:** Overruled.

18 **THE WITNESS:** I would state it as the City has  
19 representation on LAHSA's governing board.

20 **BY MS. MITCHELL:**

21 Q Fifty percent representation, in fact, true?

22 A That is true.

23 Q And that's five commissioners, is that right, out of ten?

24 A That is correct.

25 Q And those commissioners can make motions, is that right?

1 A That is my understanding.

2 Q They can vote, is that true?

3 MR. MCRAE: Objection, lack of foundation and calls  
4 for --

5 THE COURT: Overruled.

6 MR. MCRAE: -- a legal conclusion.

7 THE COURT: Overruled.

8 (To the Witness): You may answer the question.

9 THE WITNESS: Yes, commissioners can vote.

10 BY MS. MITCHELL:

11 Q They can recommend to establish commissions, is that  
12 right?

13 MR. MCRAE: Objection, lack of foundation.

14 THE COURT: Overruled.

15 THE WITNESS: The bylaws, I would need to review the  
16 bylaws. I think that might be -- that might be in the -- that  
17 might be with the chair, but I need to look at the bylaws on  
18 that.

19 BY MS. MITCHELL:

20 Q In conjunction with the five members appointed by the  
21 County, the City and the County together direct LAHSA policy,  
22 is that true?

23 MR. MCRAE: Objection, vague.

24 THE COURT: Overruled.

25 THE WITNESS: The representatives appointed by the

1 City and those appointed by the County, yes, are the governing  
2 board of LAHSA.

3 **BY MS. MITCHELL:**

4 Q The City provides funds for LAHSA, true?

5 A That is true.

6 Q Historically it's been about 40 percent of LAHSA's budget,  
7 is that right?

8 A That is about -- that is correct, yes.

9 Q Now, the County has recently withdrawn or is planning on  
10 withdrawing funds that I understand to be about \$300 million.  
11 Do you understand that metric to be true?

12 A Yes, that's my understanding.

13 Q Do you know at that point then what percentage of funds  
14 City -- what percentage of the LAHSA -- let me rephrase that.

15 After the County has withdrawn that funding, are you  
16 aware of what percentage of LAHSA budget City will be funding?

17 **MR. MCRAE:** Objection, it's an incomplete  
18 hypothetical and it's vague and it calls for speculation.

19 **THE COURT:** Overruled.

20 **THE WITNESS:** I would need to -- I haven't done that  
21 math exactly, but it would be -- it would be high, it would  
22 be -- it would be north of 80 percent.

23 **BY MS. MITCHELL:**

24 Q The money that City provides to LAHSA, it pays for  
25 specific activities, is that true?

1           **MR. MCRAE:** Objection, vague, lack of foundation.

2           **THE COURT:** Overruled.

3           **THE WITNESS:** Some of our funds -- well, our funds  
4 are dedicated to specific purposes. The majority of our funds  
5 are dedicated to contracting with service providers.

6 **BY MS. MITCHELL:**

7 Q       And when it's paying, and I said specific activities, you  
8 used a different phrase. What was the phrase you used?

9 A       I'm sorry.

10          **MR. MCRAE:** Objection, vague.

11 **BY MS. MITCHELL:**

12 Q       Okay, I'll just ask the question. You correct me if I'm  
13 using a different phrase.

14               For the specific activities that the City is funding,  
15 the City can direct how it wants its money to be spent, is that  
16 right?

17          **MR. MCRAE:** Objection, calls for a legal conclusion,  
18 it's also vague.

19          **THE COURT:** Overruled.

20          **THE WITNESS:** So in the case of -- so in part. There  
21 are some funds that go to LAHSA for LAHSA operations, which  
22 are -- which are specific. So for example, that go to the  
23 homeless engagement teams. Those are outreach workers that  
24 work directly for LAHSA, they're employees of LAHSA. There are  
25 other -- the majority of our dollars goes to LAHSA for

1 contracting mostly for providing services to interim housing to  
2 service providers. So there's essentially a pass-through. The  
3 service providers have a contract, have contracts with LAHSA,  
4 the City has a contract with LAHSA that governs how the  
5 interaction will work between LAHSA and the service providers,  
6 and so we pay into that contract with LAHSA, then LAHSA  
7 contracts with the service providers for -- to provide  
8 services, again mostly interim housing, but for other uses as  
9 well.

10 **BY MS. MITCHELL:**

11 Q Okay. So if I understand your testimony, the City has  
12 contracts with LAHSA, I think you said that governs the  
13 interactions between LAHSA and the service providers. Is that  
14 right?

15 A It governs -- it governs the relationship between the City  
16 and LAHSA as it relates to LAHSA's contracting with the service  
17 providers. So it isn't -- there are two sets of contracts  
18 between the service providers and LAHSA and LAHSA and the City.

19 Q All right. Okay, let's move to the phrase to the extent  
20 possible. Does it say here to the extent reasonable?

21 **MR. MCRAE:** Objection, argumentative.

22 **THE COURT (To the Witness):** Do you understand the  
23 question?

24 **THE WITNESS:** Yes. It doesn't say that.

25 //

1 **BY MS. MITCHELL:**

2 Q Does it say to the extent the City feels like it?

3 **MR. MCRAE:** Objection, argumentative, Your Honor.

4 **THE COURT:** Well, Counsel, we could go through the  
5 whole -- you know. Let's -- I'll let you ask that question,  
6 Counsel, but then let's --

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

8 **THE COURT:** -- let's move on.

9 **MS. MITCHELL:** Thank you.

10 A It doesn't say that.

11 Q Just to the extent possible, true?

12 A It does say to the extent possible.

13 Q And there are no limitations placed on to the extent  
14 possible within this document, true?

15 **MR. MCRAE:** Objection, Your Honor. That calls for a  
16 legal conclusion.

17 **THE COURT:** Overruled.

18 A It doesn't say that. It doesn't say to the extent  
19 possible untethered to any other potential, anything that is  
20 theoretically possible with any amount of resources that could  
21 potentially be expended. It doesn't say that. It says to the  
22 extent possible.

23 Q And there are no limitations within this document to that  
24 phrase, to the extent possible, true?

25 **MR. MCRAE:** Objection, that calls for a legal

1 conclusion, and it's asked and answered.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** I think the phrase itself is a  
4 limitation.

5 **BY MS. MITCHELL:**

6 Q How is the phrase itself a limitation?

7 A It says to the extent possible.

8 Q So that's the limitation.

9 A Yes.

10 **MS. MITCHELL:** Okay. Thank you.

11 Q Going to the number of PEH engaged, the next metric -- and  
12 by the way. Let's look at this we'll work with LAHSA to  
13 include in the quarterly status updates to the extent possible.  
14 Would you agree that this section, this entire sentence is  
15 largely about outreach?

16 **MR. MCRAE:** Objection, lack of foundation, vague.

17 **THE COURT:** Overruled.

18 **MR. MCRAE:** Calls for a legal conclusion.

19 **THE COURT:** Overruled.

20 A It is about people.

21 Q Outreach to people.

22 A Outreach is part of -- it doesn't actually use the word  
23 "outreach." It's referring to interactions with people.

24 Q With people experiencing homelessness.

25 A With people experiencing homelessness, yes.



1 Q And the City funds a number of outreach teams through  
2 LAHSA; is that true?

3 MR. MCRAE: Objection, vague, lack of foundation.

4 THE COURT: Would you repeat that? You dropped your  
5 voice.

6 BY MS. MITCHELL:

7 Q The City funds a number of outreach teams through LAHSA;  
8 is that true?

9 MR. MCRAE: Vague, lack of foundation.

10 THE COURT: Overruled.

11 A No, it is true, yes.

12 Q And LAHSA manages those teams for the City; is that right?

13 MR. MCRAE: Objection, vague.

14 THE COURT: Overruled.

15 A In part. There are -- as I said, there are outreach teams  
16 that are directly employed with LAHSA. And there are outreach  
17 teams that work in the City that are funded by the County, that  
18 report to the County. And there are outreach teams that are  
19 deployed by service providers that contract with LAHSA.

20 So in part, they manage directly, but not exclusively.

21 Q Okay. So if I understand you, they contract with service  
22 providers who do outreach, and then they have their own  
23 outreach teams; is that what you were saying?

24 A Correct.

25 Q Okay. And then the City separately has its own outreach

1 teams, correct, that it doesn't manage through LAHSA?

2 A The City has a limited staff of outreach workers specific  
3 to Inside Safe.

4 Q Do council districts employ any outreach teams?

5 **MR. MCRAE:** Objection, vague.

6 **THE COURT:** Overruled.

7 **THE WITNESS:** Council districts, the -- manage --  
8 each council district manages its office differently as it  
9 relates to how it organizes itself around its office's  
10 homelessness response.

11 It is typical that they have liaisons with the outreach  
12 workers that work in each council district.

13 Council offices also have used funds that are under their  
14 control to contract with LAHSA for multidisciplinary teams, for  
15 example, which are contracted again through service providers.

16 **BY MS. MITCHELL:**

17 Q It is -- I wouldn't say -- although, again, each office is  
18 handled differently. I wouldn't say that there are outreach  
19 workers in council offices, but --

20 Q Okay. So --

21 A But, again, I'm not sure how every office has organized  
22 itself.

23 Q Okay. So there may be council districts that directly  
24 employ outreach workers, you just don't know of them  
25 specifically.

1           **MR. MCRAE:** Objection, lack of foundation, it's a  
2 hypothetical, calls --

3           **THE COURT:** Overruled.

4           **MR. MCRAE:** -- for speculation.

5           **THE WITNESS:** The classification of council aide is  
6 broad and is intended to be broad. So the duties assigned to  
7 council aides could include a number of activities.

8           So that's why I'm not ruling that out as -- but it's -- as  
9 it relates to outreach, it -- the typical process is that there  
10 are a number of outreach workers that are employed in each of  
11 the three ways -- actually four ways that I just described,  
12 LAHSA directly, service providers, County funded, or City  
13 funded, County MDTs.

14           Sometimes that money comes directly from council offices,  
15 and their work is dedicated to that council district.

16 **BY MS. MITCHELL:**

17 Q       Maybe I'm not asking the question the right way. What I'm  
18 trying to get at, Mr. Szabo, is whether any council districts  
19 specifically contract with service providers directly for  
20 outreach in their district.

21           **MR. MCRAE:** Objection, vague, lack of foundation.

22           **THE COURT:** Overruled.

23 A       So, again, I don't -- I also don't -- I'm trying to be  
24 responsive. But I think the question isn't clear because if a  
25 council office is going to contract directly with outreach

1 workers, that would still typically go through LAHSA.

2 Q Okay.

3 A So the contract would be held by LAHSA but that office  
4 would through my office pay LAHSA.

5 Q Okay. That is helpful. So --

6 A Yeah.

7 Q -- to your knowledge, the only non-LAHSA managed outreach  
8 teams are through Inside Safe or some MDT teams that might go  
9 through the County; is that fair?

10 **MR. MCRAE:** Objection, compound, misstates the  
11 witness's testimony, lack of foundation.

12 **THE COURT:** Overruled.

13 **THE WITNESS:** That seems right to me. I don't want  
14 to say that that's exhaustive, but that's -- that is -- that  
15 seems about right to me.

16 **BY MS. MITCHELL:**

17 Q Okay. So how many -- if you know, how many outreach  
18 workers are in Inside Safe or employed by Inside Safe directly?

19 **MR. MCRAE:** Lack of foundation and vague.

20 **THE COURT:** Overruled.

21 A I actually don't know that right now.

22 Q Do you have an estimate? Is it like five or 50? Any  
23 range?

24 **MR. MCRAE:** Objection.

25 A No. I --

1           **MR. MCRAE:** Calls for speculation.

2           **THE WITNESS:** I'm sorry.

3           **MR. MCRAE:** I said calls for speculation.

4           **THE COURT:** I'm sorry, I didn't hear the last part of  
5 the answer.

6           **THE WITNESS:** So --

7           **MS. MITCHELL:** Go ahead and answer.

8           **THE WITNESS:** I believe it is in the range of 15.

9           **THE COURT:** Fifteen, one, five.

10          **THE WITNESS:** I believe. But I don't -- I would need  
11 to verify that. I don't know.

12          **THE COURT:** Okay.

13          **THE WITNESS:** And I really don't know. It's -- but  
14 it's not a hundred.

15          **MS. MITCHELL:** Okay. That's -- I think that's fair.

16 **BY MS. MITCHELL:**

17 Q       So let's go to the number of PEH engaged. You previously  
18 described with your counsel your understanding of engagement.  
19 Engagement means that the outreach that they are conducting  
20 results in engaging the person experiencing homelessness with  
21 some kind of case plan; do you recall saying that?

22          **MR. MCRAE:** Objection, mischaracterizes the witness's  
23 testimony.

24          **THE COURT:** Overruled.

25          **THE WITNESS:** I believe I said something close to

1 that as I was conveying LAHSA's definition. It is a defined  
2 term for LAHSA-funded outreach.

3 **BY MS. MITCHELL:**

4 Q And that was the definition at the time the settlement  
5 agreement was entered into; is that right?

6 **MR. MCRAE:** Objection, vague, lack of foundation.

7 **THE COURT:** Overruled.

8 A I believe that's the case.

9 Q To your knowledge has the definition changed at all over  
10 the last several years?

11 **MR. MCRAE:** Objection, vague and lack of foundation.

12 **THE COURT:** Overruled.

13 A That I don't know.

14 Q So your testimony is that all the reporting under Section  
15 7.1 has to be tied to the beds that you are creating under this  
16 agreement; is that true?

17 **MR. MCRAE:** Objection, asked and answered at the  
18 outset.

19 **THE COURT:** Overruled.

20 A That is -- that was our posture, that was our  
21 understanding. That's how we have attempted to report these  
22 metrics.

23 Q Okay. And the actual language is progress with this  
24 agreement, your interpretation is progress with the principal  
25 obligation of the agreement, which is beds; is that fair?

1           **MR. MCRAE:** Objection, mischaracterizes the witness's  
2 testimony.

3           **THE COURT:** Overruled.

4           **THE WITNESS:** It is correct, yes, that the primary  
5 obligation of this agreement is to create the 12,915 beds, and  
6 that the data reported in our status reports, in our status  
7 updates is -- should be related to those beds.

8 **BY MS. MITCHELL:**

9       Q     Your testimony is also that it's impossible to report this  
10 metric because when people are engaged, they're not necessarily  
11 engaged related to specific beds; is that right?

12           **MR. MCRAE:** Objection, mischaracterizes the witness's  
13 testimony.

14           **THE COURT:** Overruled.

15       A     It -- when there is engagement, it is not always -- it is  
16 not the case that engagement -- that all engagements are tied  
17 to specific beds, that the engagements don't necessarily lead  
18 immediately to a housing solution.

19           In some cases, as I said, in the case of Inside Safe, that  
20 is a case where there are specific beds and there is outreach  
21 that is conducted specific to those beds. But that is not the  
22 universal standard.

23       Q     Okay. And your testimony therefore is that it's not  
24 possible to report PEH engaged exclusive to the opportunities  
25 created to the settlement for that reason; is that right?

1 A Correct. It wouldn't be possible for us to provide a  
2 complete picture, a complete reporting for all engagements  
3 specific to the beds that we report quarterly.

4 Q And you're -- now, you're aware that LAHSA can in fact  
5 report these metrics as it relates to citywide engagement,  
6 true?

7 A Yes.

8 MR. MCRAE: Objection, vague.

9 THE WITNESS: Oops.

10 THE COURT: Overruled.

11 BY MS. MITCHELL:

12 Q And LAHSA has actually provided those metrics to you in  
13 terms of citywide engagement; is that right?

14 MR. MCRAE: Objection, vague.

15 THE COURT: Overruled.

16 A Yes, they have.

17 Q And you -- and the City never reported those citywide  
18 engagement numbers to the Alliance, true?

19 MR. MCRAE: Objection, vague.

20 THE COURT: Overruled.

21 A We did not report those citywide numbers in our quarterly  
22 reports.

23 Q And you didn't report them because it wasn't tied to the  
24 Alliance beds; is that right?

25 MR. MCRAE: Objection, mischaracterizes the witness's



1 testimony.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** That's correct. We reported them in  
4 other forms. We reported those numbers to the City council.

5 We were -- we made those numbers public, also on a  
6 quarterly basis, by the way. But we didn't report them in the  
7 Alliance quarterly reports because we couldn't tie the  
8 aggregate numbers to the beds established pursuant to this  
9 settlement.

10 **BY MS. MITCHELL:**

11 Q So it's your testimony the City knowingly entered into an  
12 agreement it knew it could never meet; is that right?

13 **MR. MCRAE:** Objection, mischaracterizes the witness's  
14 testimony, and argumentative.

15 **THE COURT:** Overruled.

16 A That is not my testimony, and that is exactly why our  
17 obligation under the section of 7.1, number one, is to work  
18 with LAHSA. That's the obligation, to work with LAHSA.

19 And it is qualified with that phrase that you cited  
20 earlier, to the extent possible.

21 So if we are working with LAHSA and determine that it is  
22 not possible as a result of working with LAHSA, it is not in my  
23 view a requirement to report information that is not possible  
24 to obtain.

25 Q Mr. Szabo, it -- follow me here. If the definition of

1 engagement necessarily means a case plan, and that doesn't  
2 necessarily mean tied to a bed, and you're interpreting this to  
3 mean that you only report the number of PEH engaged tied to a  
4 bed, doesn't it follow that it would never have ever been  
5 possible under your definition to report the number of PEH  
6 engaged?

7 **MR. MCRAE:** That is compound, it assumes facts, it  
8 lacks foundation, it calls for speculation, and calls for a  
9 legal conclusion, and --

10 **THE COURT:** Overruled.

11 **MR. MCRAE:** -- it's argumentative.

12 **THE COURT:** No, overruled.

13 **THE WITNESS:** Our obligation was to work with LAHSA  
14 to determine whether reporting the metric as requested was  
15 possible. And if it was possible, to report it.

16 **BY MS. MITCHELL:**

17 Q But under your interpretation, you knew at the time you  
18 entered into this that it was impossible, true?

19 **MR. MCRAE:** Objection, asked and answered, and  
20 argumentative. And --

21 **THE COURT:** Overruled.

22 **MR. MCRAE:** -- misstates the witness's testimony.

23 **THE COURT:** No, you can answer the question, sir.

24 A I don't necessarily -- you know, as we've discussed and as  
25 hopefully we will discuss if we have an opportunity to talk

1 with Judge Birotte, there -- capabilities can evolve over time.  
2 And in some areas, what was impossible to report in 2022 could  
3 be possible to report on a go-forward basis.

4 So I don't think that -- you know, we understood this is a  
5 five-year agreement. And our obligation was to work with LAHSA  
6 to include, to the extent possible, these -- this information.

7 So we have no -- obviously we agreed to the settlement.  
8 We were certainly willing to work with LAHSA, and we did work  
9 with LAHSA.

10 Our definition of PEH engaged is as it relates to this --  
11 to the beds in this agreement. But we certainly have no  
12 objection to reporting aggregate information if that's what is  
13 requested by the Court or the Plaintiffs.

14 We can report that. We have been reporting that, just in  
15 a different forum. So that's -- I don't think there's a -- I  
16 honestly don't see the issue here.

17 It's we couldn't report it in the way that we had hoped to  
18 report it, so we didn't. But if we're broadening the  
19 definition, we can certainly work with Plaintiffs and the Court  
20 on that.

21 Q And there's a way to report it that is possible, which is  
22 the citywide metrics, true? And then there's a way that makes  
23 it impossible to report, which is tying it to Alliance beds.  
24 And the City is choosing to interpret it in the impossible way;  
25 is that right?

1           **MR. MCRAE:** Your Honor, that is argument. It --

2           **THE COURT:** Do you understand -- excuse me. Do you  
3 understand the question?

4           **THE WITNESS:** I do. I mean, I do.

5           **MR. MCRAE:** Can I finish my objections before he  
6 answers?

7           **THE COURT:** No, I wanted to make sure he understood  
8 the question.

9           **MR. MCRAE:** Right.

10          **THE COURT:** Now raise your objection, counsel.

11          **MR. MCRAE:** Thank you. It's argument. It also is  
12 counsel testifying as to what is or is not possible. It's  
13 compound. There's an "or" in the question. It calls for  
14 speculation. And there's a lack of foundation. And it calls  
15 for a legal conclusion.

16          **THE COURT:** Overruled.

17               Do you recall the question? It can be restated.

18          **THE WITNESS:** And, I'm sorry, I'm going to ask you --

19          **THE COURT:** Yeah, no, let's get it restated. It was  
20 a lengthy question --

21          **THE WITNESS:** Yes.

22          **THE COURT:** -- or lengthy objection --

23          **THE WITNESS:** Thank you.

24        //

25        //

1 **BY MS. MITCHELL:**

2 Q So there's a way --

3 **THE COURT:** -- so restate the --

4 Q -- to report this data which is possible, which is the  
5 citywide metric. And there's a way which is impossible to  
6 report this data, which is tied to Alliance beds. And the City  
7 is choosing the impossible way; is that true?

8 **MR. MCRAE:** Same objections.

9 **THE COURT:** Overruled.

10 A We worked with LAHSA to determine whether it would be  
11 possible to report this information specific to the beds. It  
12 isn't, it wasn't, it isn't. We haven't reported it that way.  
13 We didn't include it in our reports starting in January of  
14 2023.

15 No objections were raised.

16 Special master was aware of our reports. We proceeded  
17 with the understanding that we were complying with this  
18 section. In fact, even in the special master's first annual  
19 report, this item wasn't even addressed at all, as I recall.

20 And if we were instructed to report the citywide metric at  
21 any point from January, 2023 on -- moving forward, we could  
22 have done that.

23 We were actually -- we were literally reporting that  
24 citywide metric to the City council, also with quarterly  
25 reports, at the same time, also starting at the same time,

1 around January of 2023.

2 So there was no reason for us to -- we would not have  
3 objected to that. But we -- our definition was specific to the  
4 beds created by this settlement.

5 **MS. MITCHELL:** I took the document off because I  
6 could tell it was distracting you. I'll show it to you. This  
7 is Exhibit 90, Special Master Martinez's independent monitoring  
8 report, year one. I'm on page 18. This is section seven. Do  
9 you see that?

10 **THE WITNESS:** Yes.

11 **BY MS. MITCHELL:**

12 Q And special master actually did identify that the City's  
13 failed to report the number of PEH engaged, true?

14 **MR. MCRAE:** Your Honor, that's a mischaracterization  
15 of the document.

16 **THE COURT:** Overruled.

17 **(Laughter)**

18 **THE WITNESS:** Could you advance the page?

19 A All right. So she was recounting the obligation. She  
20 then says we have complied with the first sentence.

21 The -- she says that we have complied with the number of  
22 housing opportunities created, beds or opportunities offered  
23 and beds or opportunities currently available in the council  
24 districts, which is what we took as, okay, how we're reporting  
25 it is correct, so let's continue to do what we're doing.

1           And then she does say we have yet to provide the Court  
2 with the following information.

3 **BY MS. MITCHELL:**

4           Q       That's fair. Was there a specific conversation with  
5 Special Master Martinez about these issues?

6                   **MR. MCRAE:** Objection, vague.

7                   **THE WITNESS:** But could I finish the --

8                   **MS. MITCHELL:** Oh, I'm sorry. I --

9                   **THE WITNESS:** Yea.

10                  **MS. MITCHELL:** -- didn't mean to interrupt. Please  
11 continue.

12           A       It's just she doesn't address the PEH engaged, doesn't say  
13 that we did or didn't. She certainly didn't say. She  
14 identified three areas that we have yet to provide the Court  
15 with information.

16                   That doesn't include -- that includes the encampments, the  
17 rejected offers, and the accepted offers, but not the PEH  
18 engaged.

19                   **MS. MITCHELL:** Thank you for that clarification.

20           Q       Did you have a specific conversation with Special Master  
21 Martinez about these metrics?

22                   **MR. MCRAE:** Objection, vague.

23                   **THE COURT:** Overruled.

24           A       I don't recall. We had multiple conversations in the  
25 early part of the settlement reporting process.

1 Q Going back to PEH engaged, what steps, if any, has the  
2 City taken to ensure that those outreach teams in the City's  
3 control are collecting this data in order to report it?

4 **MR. MCRAE:** Objection, vague, and lack of foundation.

5 **THE COURT:** Overruled.

6 **MR. MCRAE:** And assumes facts.

7 A I would have to -- I'm quite sure that that information is  
8 collected. But, as I said, it's only on a limited basis as it  
9 relates to Inside Safe alone. So under any circumstances,  
10 reporting that information would be incomplete at best.

11 **MS. MITCHELL:** That wasn't my question, though,  
12 Mr. Szabo. And if your answer is you don't know, that's fine.

13 Q What steps has the City taken to collect and report that  
14 data, the number of PEH engaged, from the outreach workers that  
15 the City does have direct supervision over?

16 **MR. MCRAE:** Objection, Your Honor, lack of foundation  
17 and vague, and assumes facts, calls for a legal conclusion.

18 **THE COURT:** Overruled.

19 A We haven't reported that information as it would be  
20 incomplete.

21 Q Do you have the information?

22 **MR. MCRAE:** Objection, vague.

23 **THE COURT:** Overruled.

24 A The number of engagements related to Inside Safe is  
25 something that is tracked, yes.



1 Q Okay. But the City has chosen not to report it because it  
2 can't report the other metrics; is that right?

3 **MR. MCRAE:** Objection, mischaracterizes the witness's  
4 testimony, and vague.

5 **THE COURT:** Overruled.

6 A It would be -- if we were to report just the engagements  
7 as it relates to Inside Safe beds, it would be incomplete.

8 But, again, if that is the request of the Court, if that  
9 is something that we come to an agreement on, that would be an  
10 acceptable compliance with this section because that is what is  
11 possible. We would be happy to work with you on a way that we  
12 could report that information.

13 **MS. MITCHELL:** Okay.

14 A As it relates to Inside Safe.

15 **MS. MITCHELL:** Thank you.

16 Q Going on to the number of PEH who have accepted offers of  
17 shelter or housing, and that's in your interpretation housing  
18 or shelter pursuant to this agreement; is that right?

19 A That's correct.

20 Q You would agree that Section 4.1 regarding the City's  
21 street engagement strategy is part of the agreement.

22 A Section 4.1 refers to a preexisting policy. It is in the  
23 agreement. But that street engagement strategy wasn't agreed  
24 to as a result of the settlement.

25 Q But it is part of the agreement, true?

1 A It --

2 **MR. MCRAE:** Objection --

3 A -- references -- yes, 4.1 references the City's existing  
4 street engagement strategy.

5 Q City will continue to offer shelter or housing to city  
6 shelter appropriate PEH, etcetera. That's -- I read that  
7 correctly in Section 4.1.

8 **MR. MCRAE:** Objection, Your Honor. It's beyond the  
9 scope.

10 **THE COURT:** Overruled.

11 A Yes.

12 Q And that's part of this agreement, true?

13 **MR. MCRAE:** Asked and answered, Your Honor.

14 **THE COURT:** Overruled.

15 A Yes.

16 Q And looking at section five, milestones and deadlines  
17 where the City will create plans and develop milestones and  
18 deadlines for the creation of shelter and housing and  
19 encampment engagement cleaning and reduction and use best  
20 efforts to comply with those plans, milestones, and deadlines,  
21 that's part of this agreement, true?

22 **MR. MCRAE:** Objection, Your Honor, argumentative.  
23 Also, calls for a legal conclusion.

24 **THE COURT:** Overruled.

25 A It is, yes.

1           **MS. MITCHELL:** Let's move on to the next section.

2           Q     The number of -- well, I'm sorry, the -- let's -- the last  
3     metric, the number of PEH who have accepted offers of shelter  
4     or housing. It's your interpretation that the City reporting  
5     PEH served is that metric; we've established that, correct?

6           A     That's correct.

7           Q     Okay.

8           A     That represents that number.

9           Q     Okay. So going on. The number of PEH who have rejected  
10    offers of shelter or housing and why, you previously testified  
11    that the requested information here is how many times a person  
12    experiencing homelessness was offered but then rejected an  
13    offer.

14           We've talked about this offer versus on offer here. And  
15    your interpretation is this is an actual offer of shelter; is  
16    that right?

17           **MR. MCRAE:** Objection, --

18           **MS. MITCHELL:** Let me --

19           **MR. MCRAE:** -- mischaracterizes --

20           **MS. MITCHELL:** That was a terrible -- I agree with  
21    you, Marcellus. Let me ask that one again.

22    **BY MS. MITCHELL:**

23           Q     Your interpretation here is that this metric is asking for  
24    how many times a person experiencing homelessness was offered  
25    but then rejected an offer; what does that mean?

1           **MR. MCRAE:** Objection, calls for a legal conclusion.

2           **THE COURT:** Overruled.

3           **THE WITNESS:** I suppose I could just restate that.

4 This metric is requesting the number of persons experiencing  
5 homelessness. Again, it's related to an individual or a number  
6 of people who have rejected offers of shelter, who were  
7 provided an opportunity to be housed and rejected that  
8 opportunity.

9           **BY MS. MITCHELL:**

10       Q     Okay. And it's your belief that the offers referred to  
11 here are different than the beds or opportunities which were on  
12 offer earlier in this paragraph; is that right?

13       A     Is a different -- it's a different definition of offer.  
14 But, again, consistent with our interpretation of the  
15 requirements, it would still be tied to the beds created.

16       Q     And you testified that as a result of our work with LAHSA,  
17 we've determined that it was not possible. When did you work  
18 with LAHSA to determine that it was not possible?

19           **MR. MCRAE:** Objection, vague, not possible is vague.

20           **THE COURT:** Overruled.

21       A     We've been working with LAHSA on an ongoing basis.

22       Q     At what point -- when did you first meet with LAHSA to  
23 determine whether this reporting metric was possible?

24           **MR. MCRAE:** Objection, vague.

25           **THE COURT:** Overruled.

1           **THE WITNESS:** So the -- we've been working with LAHSA  
2 on an ongoing basis that predates this settlement agreement.

3           But we've been working with LAHSA as it relates to this --  
4 to these obligations back to our -- back to 2023, when we first  
5 started as we were issuing our initial reports.

6           **MS. MITCHELL:** May I have a moment, Your Honor?

7           **THE COURT:** Certainly.

8 **BY MS. MITCHELL:**

9 Q       I'm going to show you Exhibit 547 which is an e-mail from  
10 Megan, is it Falcon or Falcone? How do you pronounce her last  
11 name?

12 A       Falcone.

13 Q       Falcone. From Megan Falcone to Emily Vaughn Henry and  
14 cc'ing Edwin Gipson dated August 24th of 2023. Have you seen  
15 this e-mail before?

16           **MR. MCRAE:** Objection, Your Honor, lack of  
17 foundation -- well. I'll let the question proceed.

18           **THE WITNESS:** I'm not -- I wasn't copied on this e-  
19 mail but I believe I've seen this e-mail.

20 Q       Were you aware and I'm sorry Megan Falcone and Edwin  
21 Gipson work in your office, right, in the CAO's office?

22 A       That's correct.

23 Q       And you were CAO at this time?

24 A       That's correct.

25 Q       This is an e-mail, purports to be an e-mail from Megan in

1 your office informing Ms. Vaughn Henry that as part of the  
2 Alliance settlement agreement the City will be required to  
3 report quarterly to the extent possible and then identifies a  
4 series of metrics. Do you see that?

5 A I do, yes.

6 Q Is this your office's first attempt to work with LAHSA to  
7 get this data?

8 **MR. MCRAE:** Objection, argumentative, lack of  
9 foundation.

10 **THE COURT:** Overruled.

11 **THE WITNESS:** I don't know because there was turnover  
12 in our homelessness unit. I had a different chief when I first  
13 became CAO and when this agreement was made.

14 **BY MS. MITCHELL:**

15 Q When did you become CAO?

16 A I became CAO in July of 2021.

17 Q And you said you had a different chief, what was the  
18 chief's name?

19 A I'm sorry, yes, chief is a term that we use for the heads  
20 of our divisions. The chief of the homelessness group in --  
21 when in the initial months of this settlement or leading up to  
22 the settlement and in the initial months of the settlement was  
23 Brian Buckner.

24 Q And when did Mr. Buckner leave?

25 A I don't remember the exact date. I don't remember the

1 exact date. I want to say it was mid-2023, early -- it was in  
2 '23.

3 Q Okay.

4 A Maybe March, April. I don't recall. I'd have to look.

5 Q That's okay, that's okay. Do you have any idea if anybody  
6 from your office reached out to LAHSA to determine these  
7 metrics prior to August 24th of 2023?

8 **MR. MCRAE:** Objection, vague and lack of foundation.

9 **THE COURT:** Overruled.

10 **THE WITNESS:** It's very possible. It's very  
11 possible. As I said Brian was the lead and was developing our  
12 early processes for reporting. So it's possible, it's likely,  
13 I just don't know.

14 **BY MS. MITCHELL:**

15 Q Have you seen any e-mails referencing these metrics prior  
16 to August 24th of 2023?

17 **MR. MCRAE:** Objection, vague, lack of foundation.

18 **THE COURT:** Overruled.

19 **THE WITNESS:** I have not.

20 Q Okay. Do you have any calendar entries, let's say with  
21 LAHSA, anybody from LAHSA to talk about these metrics and how  
22 LAHSA can start reporting these metrics with the City?

23 **MR. MCRAE:** Lack of foundation, compound, vague.

24 **THE COURT:** Overruled.

25 **THE WITNESS:** I would need to review that.

1 Q Okay. Have you let's say searched, have you done a search  
2 for Mr. Buchner's e-mails to determine if he had previously  
3 been working on this issue prior to leaving the City?

4 A Buckner?

5 Q Buckner, thank you.

6 A I don't -- no, I don't have direct access to his e-mails,  
7 but as I said -- and even if I did, that is not -- it wouldn't  
8 be conclusive as to whether there was any communication. At  
9 the time we made the settlement, we had something called the  
10 unified homelessness response center, which was housed at the  
11 emergency management department that he frequently -- that he  
12 created as part of this work, where we had representatives of  
13 LAHSA and City departments.

14 We were trying to get the county to be part of that and so  
15 as it relates to the early days, certainly in 2022, there was a  
16 lot of face-to-face communication by design between our office  
17 and LAHSA. So if there wasn't an e-mail that doesn't mean in  
18 any way that there wasn't communication. They were sitting  
19 next to each other in a pretty close space frequently.

20 Q Okay. But just to be clear, you have no evidence or  
21 knowledge as you sit here today of any outreach that actually  
22 happened prior to August 24th, 2023 regarding these issues; is  
23 that right?

24 **MR. MCRAE:** Objection, it's compound and it's vague.  
25 It calls for a legal conclusion and it's asked and answered.



1           **THE COURT:** Overruled.

2           **THE WITNESS:** I don't have an e-mail, but the other  
3 items I told you I would need to look at in terms of calendar  
4 appointments, et cetera.

5 **BY MS. MITCHELL:**

6 Q But you don't have any of them here today, true?

7 A I don't have that in front of me right now, no.

8 Q Showing you Exhibit 543, which is -- and I'm on page 17,  
9 so the last in time e-mail that's dated October 10th of 2023,  
10 is an e-mail from Brian Brown at LAHSA to Megan, I believe  
11 Megan Falcone providing some data related to these metrics  
12 through September 30th of 2023. Do you see that?

13 A I do see that.

14 Q Have you ever seen this e-mail before?

15 A I don't -- it doesn't look familiar to me.

16 Q Okay. And do you know if you were copied on this e-mail  
17 chain?

18 A I don't know, it's possible.

19 Q You testified that as a result of our work with LAHSA  
20 we've determined that it was not possible. So my question  
21 originally to you is what work with LAHSA.

22           **MR. MCRAE:** Objection, unintelligible, what was not  
23 possible, relative to what?

24           **THE COURT:** Do you understand the question?

25           **THE WITNESS:** I actually didn't. Could you repeat

1 the question please?

2 **BY MS. MITCHELL:**

3 Q Yeah. You testified as a result of our work with LAHSA  
4 we've determined that it was not possible. My question to you  
5 is, what work with LAHSA, what -- how did you work with LAHSA  
6 to determine it was not possible to report these metrics?

7 **MR. MCRAE:** Vague as to it and which metric at which  
8 time.

9 **THE COURT:** Overruled, you can answer that question.

10 **THE WITNESS:** Our office has interaction with LAHSA  
11 on a daily basis. I mean, it is literally our work, so you're  
12 asking what is the definition of work with LAHSA, we interact  
13 with LAHSA on a daily basis on a number of issues.

14 Some that include topics addressed in the settlement,  
15 many that don't, but we work with LAHSA on a daily basis.

16 **BY MS. MITCHELL:**

17 Q Okay. So can you identify any work with LAHSA that you  
18 have done, I'm not talking about your office, that you have  
19 done to determine that reporting on this metric is not  
20 possible?

21 **MR. MCRAE:** Vague again as to which metric.

22 **THE COURT:** Overruled.

23 **THE WITNESS:** I've had a number of conversations and  
24 I have been in a number of meetings where they have represented  
25 that offers rejected is not something that they could report.

1 Q Okay. Do you have any written documentation of this?

2 MR. MCRAE: Objection, vague.

3 THE COURT: Overruled.

4 THE WITNESS: It's possible that there was some  
5 indication but in -- it's possible, I just don't know.

6 Q Are you aware that Bevin Kuhn testified in an earlier  
7 proceeding that it actually is possible to build the  
8 infrastructure to report this data, they would just time to  
9 build it and priority?

10 MR. MCRAE: Objection, mischaracterizes the witness'  
11 testimony.

12 THE COURT: Overruled.

13 MR. MCRAE: And counsel is testifying.

14 THE COURT: You can answer the question, sir.

15 THE WITNESS: That would not surprise me. There's  
16 been improvements in LAHSA's data collection consistently over  
17 the last several years.

18 BY MS. MITCHELL:

19 Q And so to the extent LAHSA, through Bevin Kuhn, has  
20 testified that it actually is possible they just need time to  
21 do it, is that something the City now intends to do?

22 MR. MCRAE: Objection, it's an incomplete  
23 hypothetical. It lacks foundation, mischaracterizes the  
24 witness' testimony that is Ms. Kuhn, also calls for a legal  
25 conclusion.

1           **THE COURT:** Overruled.

2           **THE WITNESS:** If it is in fact possible and LAHSA has  
3 the capability of implementing the system, the systems required  
4 to report that information accurately in a way that we could  
5 verify I would have no issues with reporting it at all.

6 Q       When were you told they don't have a mechanism for  
7 tracking this?

8           **MR. MCRAE:** Objection, vague.

9           **THE COURT:** Overruled.

10          **THE WITNESS:** This is something that they have -- I  
11 can't give you a date that they've consistently stated as this  
12 is not something that we count, this is not something that we  
13 have -- that rejected offers is not something that we have  
14 fields for in our data systems, et cetera. It's on multiple  
15 occasions.

16 **BY MS. MITCHELL:**

17 Q       Have any of the LAHSA commissioners appointed by the City  
18 raised this issue up in any LAHSA meeting in order to start  
19 tracking this data so the City can report it?

20          **MR. MCRAE:** Objection, vague, confusing, lack of  
21 foundation.

22          **THE COURT:** If you know, you can answer the question.

23          **THE WITNESS:** I don't know.

24 Q       Have you ever asked any of the City commissioners to raise  
25 this issue in a LAHSA meeting so that LAHSA can start tracking

1 this data, so that the City has the ability to report it?

2 **MR. MCRAE:** Objection to the extent this calls for  
3 privileged communications.

4 **THE COURT:** Overruled.

5 **THE WITNESS:** I don't believe I've had a conversation  
6 with commissioners about this issue.

7 **BY MS. MITCHELL:**

8 Q Are you aware of anybody in the City of Los Angeles who  
9 has any communication with any LAHSA commissioner asking them  
10 to raise this issue so that LAHSA can start tracking the data  
11 so the City can report it?

12 **MR. MCRAE:** Objection, it's an incomplete  
13 hypothetical. Counsel is testifying that all it would take is  
14 asking, it assumes facts, it lacks foundation and it's vague.

15 **THE COURT:** Overruled. The question was aware you  
16 aware.

17 **THE WITNESS:** Sure. Under no circumstances would I  
18 be aware of all communications that happen at any time by  
19 anyone to any number of commissioners; however, it would also  
20 be our office has relationships with the staff that work at  
21 LAHSA and that's the appropriate line of communication as it  
22 relates to this type of work.

23 Q Okay. So has anybody, are you aware of any communication,  
24 I understand that you don't know all communications, I'm asking  
25 if you are aware of any communication from your staff then

1 directing LAHSA or asking LAHSA to start collecting this data  
2 so that they can report it to the Court, pursuant to your  
3 obligations under Section 7.1?

4 **MR. MCRAE:** Objection, counsel's testifying as to  
5 what the obligations are, which is inappropriate --

6 **THE COURT:** Overruled.

7 **MR. MCRAE:** -- it assumes facts and calls for a legal  
8 conclusion. It lacks foundation.

9 **THE COURT:** Thank you, overruled. You can answer the  
10 question.

11 **THE WITNESS:** Well, I think you just showed me an e-  
12 mail from 2023 that suggests that and as I stated, that  
13 doesn't -- that to me is not conclusive that that was the first  
14 communication, as there was different staff that were in place  
15 prior to 2023 that would have been responsible for  
16 communication with LAHSA on these matters.

17 **BY MS. MITCHELL:**

18 Q Okay. Showing you Exhibit 547 again, this e-mail from  
19 Megan Falcone. Is this the only e-mail that you are aware of  
20 asking about these metrics?

21 **MR. MCRAE:** Objection, lack of foundation.

22 **THE COURT:** Overruled.

23 **THE WITNESS:** This is the e-mail that I've seen, but  
24 I do not know -- I don't know if there are other e-mails that  
25 relate to these metrics, I don't know.

1 Q Okay. So I'll ask a more broad question then. Are you  
2 aware of anybody in the City, whether LAHSA commissioners,  
3 LAHSA appointed commissioners, anybody in your office ever  
4 asking LAHSA to start collecting this data so it can be  
5 reported?

6 **MR. MCRAE:** Objection, assumes facts that that's the  
7 case, lacks foundation, calls for a legal opinion and it's  
8 vague.

9 **THE COURT:** Overruled.

10 **THE WITNESS:** Anyone ever asking LAHSA to start  
11 collecting data so that it could be reported?

12 **BY MS. MITCHELL:**

13 Q Correct.

14 A I mean certainly there's been -- there has been on  
15 multiple levels ongoing conversations as it relates to  
16 encampments.

17 Q I'm so sorry, Mr. Szabo, can you repeat that? Are you  
18 aware of any communications asking for this information?

19 A Without specificity, I'm aware that there have been --  
20 there certainly has been conversations with LAHSA as it relates  
21 to improving their capacity to report data on encampments.  
22 That's been an ongoing process and at multiple levels.

23 Q Well, this isn't talking about encampments, this is  
24 talking about PEH who have accepted offers of shelter -- excuse  
25 me, PEH who have rejected offers of shelter or housing and why

1 offers were rejected.

2       So I'm going to ask the question again. Are you aware of  
3 anybody in the City or appointed by the City who has ever asked  
4 LAHSA or directed LAHSA to start recording this data or  
5 collecting this data so that it could be reported to the Court?

6           **MR. MCRAE:** Vague, what data?

7           **THE COURT:** Overruled, you can answer the question.

8           **THE WITNESS:** I mean, I've had that conversation.

9 **BY MS. MITCHELL:**

10 Q       So you have specifically asked LAHSA to start collecting  
11 this data?

12 A       I have asked them what it would take if -- in order to do  
13 that because it's not currently possible and so I've had  
14 conversations about, you know, what would be required. Is  
15 this -- are we talking, you know, how much time, how much  
16 resources. I have had those conversations.

17 Q       Okay. And when was the first time you had that  
18 conversation?

19 A       I don't recall. I don't recall the date that I've had  
20 that conversation.

21 Q       Is it in the last one year, three years?

22           **MR. MCRAE:** Objection, asked and answered, calls for  
23 speculation.

24           **THE COURT:** Overruled.

25           **THE WITNESS:** It would have been in the last year



1 because this is something that has been consistently, no, we  
2 don't do that. The answer we had been getting is this is not  
3 something we do, this is not something our outreach workers do  
4 and it's just -- it's not part of the program. That's been --  
5 that has been every discussion that I've had related to this  
6 has resulted in that. And so I've been -- you know, we have  
7 been pushing them on a number of areas, including encampments,  
8 but you're asking specifically about offers rejected and, you  
9 know, that is again, it's not possible. We haven't been  
10 reporting it because it hasn't been possible. It might be  
11 that's compliant with the obligation here, because it has not  
12 been possible.

13           There have been turnovers in leadership at LAHSA and  
14 as they've been improving their data and as they have -- as new  
15 leadership has taken the helm, there's a greater openness to  
16 moving into this direction.

17 **BY MS. MITCHELL:**

18 Q     Who said it was not possible?

19 A     I'm sorry?

20 Q     You said they said it was not possible. Who said it was  
21 not possible?

22 A     On multiple levels for the last several years. This is  
23 not something -- this is something that they've consistently  
24 stated it's not something that they do, it's not something that  
25 outreach workers do, it's not something they've even intended

1 to require, but I think there is a greater openness so that  
2 again, this is something that I think would be appropriate. It  
3 isn't possible today, it wouldn't be possible next week, but  
4 this is something that I think would be appropriate for  
5 discussion with Judge Birotte if there were a meet and confer  
6 on this item. I feel like we can get to some sort of a  
7 timeline.

8 Q I appreciate that, Mr. Szabo, I'm just looking  
9 retrospective because you've talked about a number of metrics  
10 and I'm just asking about this specific metric, number of PEH  
11 who have rejected offers of shelter or housing and why.

12 Who said that was not possible? Give me the name of one  
13 person, you said multiple levels, one person.

14 A I'm not going to give you the name of one person. It's  
15 been consistently communicated over the last several years.

16 Q Can you give me the name of any person that said that?

17 A No.

18 Q Can you give me any date that that was said?

19 A Multiple dates throughout the several years --

20 Q Can you give me one --

21 A -- but I cannot give you a date. Again, we work with  
22 LAHSA on a daily basis. There are -- we meet with LAHSA for  
23 various reasons literally daily.

24 Q Who sets the policy for LAHSA?

25 **MR. MCRAE:** Objection, it's vague, lack of foundation

1 and calls for a legal conclusion.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** LAHSA has a board of directors. LAHSA  
4 has an executive director, I believe the title is CEO now.

5 **BY MS. MITCHELL:**

6 Q Board of commissioners?

7 A Board of commissioners, excuse me.

8 Q And the board of commissioners sets policy for LAHSA; is  
9 that right?

10 **MR. MCRAE:** This is asked and answered, Your Honor.

11 **THE COURT:** You can answer the question.

12 **THE WITNESS:** The board of commissioners certainly  
13 approves policy typically, as it is typical with a -- in any  
14 organization, proposals are brought to the board by the  
15 executive staff.

16 Q And so when you're being told this isn't what we do or  
17 something to that effect, did you ever ask any of the City  
18 appointed board of commissioners to raise this as an issue to  
19 direct LAHSA policy to start doing this?

20 **MR. MCRAE:** Objection to the extent that this gets  
21 into deliberative process, privilege and/or attorney/client  
22 privilege also relevance --

23 **THE COURT:** Overruled.

24 **MR. MCRAE:** -- also it's vague.

25 **THE COURT:** Overruled.

1           **MR. MCRAE:** Oh, and it's asked and answered too.

2           **THE COURT:** Thank you. You can answer the question,  
3 sir.

4           **THE WITNESS:** I don't believe so.

5 **BY MS. MITCHELL:**

6 Q       Number of encampments in each council district. Now, this  
7 is a metric that actually can be reported by LAHSA; is that  
8 true?

9           **MR. MCRAE:** Objection, vague as to time.

10          **THE COURT:** Would you restate that, I didn't hear the  
11 question?

12          **MS. MITCHELL:** Yes, Your Honor.

13 Q       The number of encampments in each council district, this  
14 is a metric that can be reported; is that true?

15          **MR. MCRAE:** Objection vague as to time.

16          **THE COURT:** Overruled.

17          **THE WITNESS:** This is something that LAHSA -- this is  
18 an area where LAHSA has improved over time and this is an area  
19 where at the beginning of the settlement agreement they were  
20 not able to report. They're certainly in the last since 2023  
21 there's been a much greater focus on data as it relates to  
22 encampments. And they've been working to improve their  
23 capacity to report on encampments.

24               There -- again, they have been making improvements.  
25 I think they are -- well, I know that they are very close to

1 being able to report with a high level of accuracy data  
2 regarding encampments, broken down by council district.

3 My understanding is that it is not quite ready yet,  
4 but they are currently collecting this information and in the  
5 very near future we will have the capacity to report this  
6 information on a council district basis.

7 **BY MS. MITCHELL:**

8 Q As of 2023, you were at minimum able to report encampments  
9 per council district identified for Inside SAFE encampment  
10 clean ups; is that right?

11 **MR. MCRAE:** Objection, lack of foundation, calls --

12 **THE COURT:** Overruled.

13 **MR. MCRAE:** -- for speculation.

14 **THE COURT:** You can answer the question, sir.

15 **THE WITNESS:** Well, I think if you're referring to  
16 Inside SAFE, Inside SAFE encampments identified for clean up  
17 that's different than number of encampments in each council  
18 district.

19 I think numbers that were provided on that specific  
20 to Inside SAFE, again if you're referring to the information  
21 that I believe you're referring to, it was very limited and it  
22 is -- was in no way a representation of the totality of  
23 encampments in any given -- in any particular council district  
24 or citywide.

25 Q But my question was, as of 2023, you were at minimum able

1 to report on the encampments identified for clean up for Inside  
2 SAFE; isn't that true?

3 **MR. MCRAE:** Objection, beyond the scope of Section  
4 7.1, lack of foundation.

5 **THE COURT:** Overruled.

6 **THE WITNESS:** Is there a report that you could direct  
7 me to? Because again, there is a number of --

8 **BY MS. MITCHELL:**

9 Q Exhibit --

10 A Yes, thank you.

11 Q Yeah, Exhibit 409, this is Table 7, Inside SAFE  
12 encampments, this was attached to the e-mail you looked at  
13 earlier identified as Exhibit 543. Let me double-check that.

14 Yeah, let me just show you this real quick. So this is  
15 Exhibit 543 the e-mail on October 10th of 2023 from Brian Brown  
16 to Megan Falcone sharing information. And Exhibit 409 as we've  
17 established is the data that was provided --

18 **THE COURT:** I'm sorry, could you go back one page  
19 please? You had a page up --

20 **MS. MITCHELL:** Yes, Your Honor.

21 **THE COURT:** -- just before this. Just a moment.  
22 Just a minute.

23 Thank you.

24 Q So this is Exhibit 543 and the date of that e-mail is  
25 October 10th of 2023 and the associated data that was provided

1 with that e-mail is Exhibit 409, which includes clients with  
2 CLS. Living situation? And then outreach clients engaged, so  
3 the total number of clients engaged is Table 2, various exits  
4 from homelessness. And then the Table 7, as has been testified  
5 to here by Bevin Kuhn is the Inside SAFE encampments. Have you  
6 seen this before?

7 A Yes, I have.

8 Q Okay. So my question to you is, as of October of 2023,  
9 the City at minimum could have been reporting the number of  
10 Inside SAFE or excuse me, encampments per council district  
11 identified for potential Inside SAFE clean ups; isn't that  
12 true?

13 **MR. MCRAE:** Objection, Your Honor, it assumes that it  
14 was called for, so it calls for a legal conclusion, it lacks  
15 foundation, it's vague and it calls for speculation.

16 **THE COURT:** Overruled.

17 **THE WITNESS:** So I would -- no. This information was  
18 not what was requested in the settlement agreement. And  
19 furthermore, this information is badly incomplete as it relates  
20 to being representative of encampments in the city.

21 As an example, for Council District 14, which  
22 includes skid row, it shows two encampments. If we would have  
23 reported as an effort to comply with Section 7.1 that there are  
24 two encampments in skid row that would not be in any way  
25 accurate or consistent with the truth or any obligation under

1 the settlement and I'm quite sure you would have raised  
2 significant objections to that.

3 **BY MS. MITCHELL:**

4 Q But my question to you is a little bit different,  
5 Mr. Szabo. As of October of 2023 you were at minimum able to  
6 report encampments that were targeted for clean up pursuant to  
7 Inside SAFE; isn't that true?

8 **MR. MCRAE:** Objection, asked and answered and  
9 argumentative.

10 **THE COURT:** Overruled.

11 **THE WITNESS:** Yes, we had a list of 27 encampments in  
12 2023.

13 Q Okay. And you did not report that with your quarterly  
14 reporting, true?

15 A We did not.

16 Q Now, when will the encampment per council district metric  
17 be reported to the Court? When is that going to start?

18 **MR. MCRAE:** Objection, calls for speculation, lack of  
19 foundation.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** I can only say as soon as possible. We  
22 had a meeting on this, a public meeting on this specific issue  
23 on December 11th and I asked that question specifically and  
24 directly when we could -- when we could be in a position to  
25 publicly report this information.



1           And I have seen a draft of what it could look like,  
2 but it is not yet ready. They're still -- we still need to  
3 work through the information. LAHSA still needs to work  
4 through the information on a -- you know, to ensure that it is  
5 accurate.

6           I think again in the near future. I don't -- I can't  
7 commit to the next quarterly report, which would by the end of,  
8 you know, this month. But again, this is a timeline we could  
9 work this out with Judge Birotte, but I can just tell you that  
10 we are very close to having that capability and we have a  
11 commitment to provide that information as soon as we can  
12 provide that information in a manner that we can validate.

13 **BY MS. MITCHELL:**

14 Q     Are you aware that Bevin Kuhn testified this encampment  
15 data has been available since early 2025?

16           **MR. MCRAE:** Objection, mischaracterizes the witness'  
17 testimony.

18           **THE COURT:** Overruled.

19           **THE WITNESS:** I'm not aware of her testimony, but I'm  
20 not -- that doesn't surprise me. They have been improving  
21 their capacity and capability to collect information on  
22 encampments.

23 Q     The Department of Sanitation collects data on encampments.

24 A     They -- it collects data, it collects some data on  
25 encampments on tents, makeshift shelters, et cetera, yes.

1 Q And why hasn't that been reported to the Court?

2 A That's -- it would be incomplete information. That  
3 information is obtained as part of a broader cleanliness survey  
4 and it is information that is collected by sanitation  
5 employees. We certainly feel more comfortable that in  
6 reporting encampments that that should be done with an outreach  
7 function.

8 So again, it goes to completeness of the information and  
9 we're not comfortable with the information and the data  
10 collected by sanitation.

11 Q But sanitation does collect data on tents and makeshift  
12 shelters.

13 A That is true, yes.

14 Q How long has sanitation been collecting data on tents and  
15 makeshift shelters?

16 A The manner in which they've collected data has evolved  
17 over time, but they've been collecting data certainly connected  
18 to their clean up operations for several years.

19 Q Does anybody track RVs in the City of Los Angeles?

20 **THE COURT:** I'm sorry, could you repeat that?

21 **MS. MITCHELL:** RVs.

22 Q Does anybody in the City of Los Angeles track RVs?

23 **MR. MCRAE:** Objection, relevance and beyond the  
24 scope --

25 **THE COURT:** Overruled.

1           **MR. MCRAE:** -- of this hearing and lack of  
2 foundation.

3           **THE COURT:** Thank you. You can answer that question.

4           **THE WITNESS:** RVs are -- there are RV operations that  
5 are coordinated through employees in my office that involve  
6 multiple departments. Those are -- the operations are  
7 developed in concert with council offices. There is  
8 information that is -- again, there is information that's  
9 reported in some form in an unreliable form in the annual point  
10 in time count report, but again that information, when reported  
11 is again not only six months or more old, from when it was  
12 collected, it is also not reliable as it relates to a district-  
13 by-district breakdown.

14 **BY MS. MITCHELL:**

15 Q       Does the LA Department of Transportation collect  
16 information on RV encampments?

17           **MR. MCRAE:** Relevance, grounds, scope, lack of  
18 foundation.

19           **THE COURT:** Overruled.

20           **THE WITNESS:** I believe they have some information on  
21 that, yes.

22 Q       Now, you indicated that the 15-ish members of Inside SAFE  
23 outreach team collect information on a number of PEH engaged,  
24 do they also collect information on the number of PEH who have  
25 accepted offers of shelter or housing?

1           **MR. MCRAE:** Objection, vague, lack of foundation.

2           **THE COURT:** Overruled.

3           **THE WITNESS:** Yes, and we report that.

4       Q     Does that same team collect information on the number of  
5       PEH who have rejected offers of shelter or housing and why  
6       offers were rejected?

7       A     I don't believe they -- excuse me, I don't believe they  
8       do.

9       Q     Does anybody within Inside SAFE outreach workers or  
10      otherwise, collect information on the number of encampments in  
11      each council district?

12           **MR. MCRAE:** Objection, lack of foundation and vague.

13           **THE COURT:** Overruled.

14           **THE WITNESS:** My understanding is that they have  
15      information about information regarding encampments in council  
16      districts as it relates to potential operations.

17   **BY MS. MITCHELL:**

18       Q     Wasn't it your testimony that you didn't found out about -  
19      - that the Alliance took issue with your reporting until  
20      recently; is that right?

21           **THE COURT:** Could you repeat that --

22           **MR. MCRAE:** Objection.

23           **THE COURT:** -- just a little bit more slowly, a  
24      little louder, please?

25           **MS. MITCHELL:** Yes, thank you, Your Honor.

1 Q It's your testimony, Mr. Szabo, that you didn't find out  
2 the Alliance took issue with your reporting until recently; is  
3 that right?

4 **MR. MCRAE:** Objection, mischaracterizes the witness'  
5 testimony and vague as to recently.

6 **THE COURT:** Overruled.

7 **THE WITNESS:** I did not understand that there was --  
8 I did not understand the -- that there was a disagreement over  
9 the definition of some of the terms that we had been reporting  
10 on for the last two years until recently when we had the  
11 opportunity to meet and confer over those items.

12 **BY MS. MITCHELL:**

13 Q That was in November; is that right?

14 A Correct.

15 Q And are you aware that the Alliance actually brought this  
16 issue back up in 2024?

17 **MR. MCRAE:** Your Honor, that's counsel testifying.  
18 That's lacking foundation, that's argument.

19 **THE COURT:** Overruled.

20 **MR. MCRAE:** Assumes facts.

21 **THE COURT:** Thank you, you may answer the question.

22 **THE WITNESS:** Not to my recollection, but.

23 Q Showing you Exhibit 80. This is a motion or a reply in  
24 support of a motion that was filed in September of 2024. I'm  
25 going to point you to page 2, which is identified as page 3 I

1 think on the docket.

2 **THE COURT:** Just a moment. What docket number is it?

3 **MS. MITCHELL:** This is Docket 776, Your Honor. And  
4 I'm on page 3 of 7.

5 **THE COURT:** Okay. It's 776 and the exhibit number is  
6 80?

7 **MS. MITCHELL:** Exhibit 80.

8 **THE COURT:** And the page is?

9 **MS. MITCHELL:** Page 3, according to the docket  
10 pagination.

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

12 **MR. MCRAE:** I'm sorry, what was that exhibit again,  
13 Your Honor?

14 **MS. MITCHELL:** 80.

15 **MR. MCRAE:** 80, thank you.

16 **BY MS. MITCHELL:**

17 Q Can you read that footnote, please, starting on line 26?

18 A The City is failing to report the specific metrics of the  
19 number of beds or shelter opportunities currently available in  
20 each council district, the number of PEH engaged, the number of  
21 PEH who have accepted offers of shelter and housing, the number  
22 of PEH who have rejected offers of shelter and housing and why  
23 offers were rejected, and the number of encampments in each  
24 council district.

25 Q There's a second line there as well.

1 A Reporting these metrics would go far in meeting the City's  
2 obligations to provide sufficient information to enable parties  
3 to evaluate compliance.

4 **MR. MCRAE:** Your Honor, objection. This is out of a  
5 brief, it's not evidence, and it's not sent to Mr. Szabo.

6 **THE COURT:** Overruled.

7 **MR. MCRAE:** So this lacks foundation, it's pure  
8 argument by counsel and it doesn't have an evidentiary value.  
9 Pleadings don't have -- briefs don't have evidentiary value.

10 **THE COURT:** Thank you, overruled.

11 **BY MS. MITCHELL:**

12 Q Have you seen this before, Mr. Szabo?

13 A I don't believe so.

14 Q Did anybody raise this issue or brought this issue to your  
15 attention that the Alliance was taking issue with the City's  
16 reporting?

17 **MR. MCRAE:** Objection, lack of foundation.

18 **THE COURT:** Overruled.

19 **THE WITNESS:** I mean we've had ongoing conversations  
20 about the City's reporting for some time and the -- we've had  
21 multiple, multiple, multiple conversations regarding  
22 establishment of milestones and this hasn't been raised. This  
23 specific issue has not been raised to me in the context of  
24 those ongoing conversations.

25 Q But the Alliance raised this issue over a year ago, right,

1 I mean, this is September 2024.

2 **MR. MCRAE:** Your Honor, same objections. It's asked  
3 and answered. This is just argument.

4 **THE COURT:** Overruled.

5 **THE WITNESS:** Yeah. Again, this wasn't -- I don't  
6 believe that I've seen this document.

7 **BY MS. MITCHELL:**

8 Q Okay. And then are you aware that this issue was raised  
9 with your lawyers in December of 2024 in a meet and confer  
10 where Special Master Martinez was present?

11 **MR. MCRAE:** Your Honor, that's counsel testifying  
12 again without foundation. It's saying, are you aware that this  
13 happened, that's improper.

14 **MS. MITCHELL:** And I object to the speaking  
15 objections.

16 **MR. MCRAE:** Your Honor, this is improper, counsel.

17 **THE COURT:** All right. Thank you both very much,  
18 overruled and you can answer the question. Are you aware of  
19 this in December of 2024, from Special Master Martinez?

20 **THE WITNESS:** Again, can you repeat the question?

21 Q Yes. Are you aware that this issue was raised with your  
22 lawyers in December of 2024 at a meet and confer where Special  
23 Master Martinez was present?

24 **MR. MCRAE:** Renew that objection, as well as to the  
25 extent this invades attorney/client privilege.



1           **THE COURT:** As far as the privilege is concerned it's  
2 sustained, so the question is are you aware of this? Special  
3 Master Martinez's report, you referred to it before, are you  
4 aware of this in December --

5           **THE WITNESS:** Well, I'm certainly familiar with  
6 Special Master Martinez's report. I think -- I'm not sure if  
7 the counsel is asking --

8           **THE COURT:** Let's have her reask that to be certain.

9           **THE WITNESS:** Sure.

10          **THE COURT:** Counsel, reask your question.

11          **MS. MITCHELL:** Yeah.

12 **BY MS. MITCHELL:**

13 Q Are you aware that the Alliance took issue with the City's  
14 failure to report the required metrics in December of 2024  
15 during a meet and confer with your lawyers in December of 2024?

16          **MR. MCRAE:** It assumes facts, it's counsel  
17 testifying, it lacks foundation, it calls for speculation.

18          **THE COURT:** Overruled.

19          **MR. MCRAE:** And also to the extent it invades the  
20 attorney/client privilege.

21          **THE COURT:** All right. Thank you. You may answer  
22 the question.

23          **THE WITNESS:** I'm not aware.

24 Q Okay. And then are you aware this issue was raised again  
25 with your lawyers in July of 2025?

1           **MR. MCRAE:** Same objection as to lack of foundation.

2           **THE COURT:** Overruled.

3           **THE WITNESS:** I believe there was some communication  
4 that preceded a meet and confer that we had over a selection of  
5 a monitor that may have included some reference to 7.1 and  
6 other -- among other items.

7 **BY MS. MITCHELL:**

8       Q     Are you aware that the Alliance got no substantive  
9 response at all from the City for four months until after this  
10 motion was filed?

11           **MR. MCRAE:** Your Honor, that's argument as to  
12 substantive, it also calls for a legal conclusion or some other  
13 type of analysis, it lacks foundation, and it's vague and it's  
14 argumentative.

15           **THE COURT:** Overruled, you can answer that if you  
16 know.

17           **THE WITNESS:** I'm not aware of the timeline of the  
18 responses to filings.

19       Q     The first meeting you and I had on this issue was November  
20 17th; is that right?

21       A     I believe that's the case, yes.

22           **MS. MITCHELL:** Your Honor, this may be a good time  
23 for a break. I think I might be almost done.

24           **THE COURT:** Okay. Why don't we take 20 minutes,  
25 thank you.

1           **MS. MITCHELL:** Thank you.

2           **THE COURT:** Sir, you may step down.

3           **THE WITNESS:** Thank you.

4           **(Recessed at 4:29 p.m.; reconvened at 4:55 p.m.)**

5           **THE COURT:** Back on the record and if you'd be  
6 seated. Thank you, counsel, for your courtesy. We need time  
7 this evening when you finish to just have a discussion for  
8 about 15 or 20 minutes in terms of scheduling, et cetera. So  
9 take us as far as you can, but I think about 5:30, I need a few  
10 moments with the folks.

11           **UNIDENTIFIED SPEAKER:** Yes, Your Honor.

12           **THE COURT:** Okay. Hopefully you'll be done today.

13           **MS. MITCHELL:** May I proceed, Your Honor?

14           **THE COURT:** If not, we'll be courteous and reschedule  
15 at your convenience. Okay.

16                           **CROSS EXAMINATION (CONTINUED)**

17           **BY MS. MITCHELL:**

18           Q     Mr. Szabo, you previously testified that your team is  
19 absolutely committed to providing as much accurate information  
20 as we possibly can. Do you recall that?

21           A     Yes, I do.

22           Q     And that your team is extraordinarily dedicated and highly  
23 skilled and perfectionists. Do you recall that?

24           A     Yes.

25           Q     And do you recall testifying that you have layers and

1 layers of oversight?

2 A I'm sure I said that, yes.

3 Q And do you recall similar testimony earlier this year  
4 during the evidentiary hearing or last evidentiary hearing, you  
5 testified that your team is conservative and you are certain  
6 that everything that is reported is verified and verifiable.

7 **MR. MCRAE:** Objection. Context and vague.

8 **THE COURT:** Overruled.

9 **THE WITNESS:** Yes, I agree with that statement.

10 **BY MS. MITCHELL:**

11 Q You also testified that you want to be precise and, quote,  
12 I have confidence that the numbers that we're reporting are  
13 accurate. Do you recall that?

14 A Yes.

15 Q But it turns out the numbers you were reporting were not  
16 accurate; is that true?

17 **MR. MCRAE:** Objection. Vague as to what numbers over  
18 what period of time.

19 **THE COURT:** Overruled.

20 **THE WITNESS:** What are you referring to?

21 Q I'm going to show you what has been marked as Exhibit 417,  
22 Docket 980. This is the declaration of Matthew Szabo in  
23 response to June 5th, 2025, amended order dated June 11th,  
24 2025. Do you recall this declaration?

25 A I do, yes.

1 Q And in this declaration, and I'm on page 2 of 3 as far as  
2 docket numbers go, in paragraph 4, you indicated that the  
3 reporting that you guys had been issuing to the Court on the  
4 TLS beds were actually wrong; is that right?

5 **MR. MCRAE:** Your Honor, objection. This is about the  
6 roadmap agreement. This has nothing to do with the scope of  
7 this proceeding, so it lacks foundation. It's beyond the  
8 scope, beyond the order that the Court entered that delineated  
9 the issues for this hearing.

10 **THE COURT:** Overruled.

11 **THE WITNESS:** Can you repeat the question?

12 **BY MS. MITCHELL:**

13 Q Sure. Regarding -- this is regarding the roadmap  
14 agreement. After reviewing the numbers, it turned out that 130  
15 scattered sites of rapid rehousing or shared housing that the  
16 City was reporting should not have been separately listed  
17 because they were already subsumed within other TLS reporting;  
18 is that right?

19 **MR. MCRAE:** Objection, Your Honor. Same objections.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** That's correct.

22 **BY MS. MITCHELL:**

23 Q And likewise, your staff compared the addresses in the  
24 spreadsheets with LA Alliance addresses and found that 12 of  
25 the beds were actually overlapping; is that right?

1           **MR. MCRAE:** Same objections, Your Honor. Can I have  
2 a standing objection to all of the questions about this  
3 document and questions directed to the roadmap agreement?

4           **THE COURT:** You may. Overruled.

5           **THE WITNESS:** Yes, that's correct.

6 **BY MS. MITCHELL:**

7 Q       Now, around the same time, Special Master Martinez visited  
8 a safe sleep site for which the City was reporting 88 beds and  
9 found there were only 35 or 40 tents; is that right?

10          **MR. MCRAE:** Objection. Lack of foundation. Vague.

11          **THE COURT:** Overruled.

12          **THE WITNESS:** Yes, I believe that's correct.

13 Q       And do you recall that your attorney's -- and I'm showing  
14 you Exhibit 396, your attorney's response was simply that the  
15 Special Master has no authority or basis to review or provide  
16 any assessments of the City's compliance.

17          **MR. MCRAE:** Objection.

18 Q       Were you aware of that?

19          **MR. MCRAE:** Beyond scope. Also, the repeated  
20 reference to Mr. Szabo's attorney.

21          **THE COURT:** Overruled.

22          **THE WITNESS:** Am I aware of this? I was not copied  
23 on this email.

24 Q       But were you aware of the email was my question?

25 A       Not specifically, not the contents of the email, no.

1 Q Were you aware that the City attorney, I believe this was  
2 Jessica Mariani, indicated that the City would look into the  
3 questions about the safe sleep site, but never did?

4 **MR. MCRAE:** Objection, Your Honor. That assumes  
5 facts. It's argument. It's counsel testifying.

6 **THE COURT:** Overruled. You may answer the question.

7 **MR. MCRAE:** And it lacks foundation and calls for  
8 speculation.

9 **THE COURT:** Thank you. You may answer the question.

10 **THE WITNESS:** I'm sorry, the last part of that was  
11 that, but never did?

12 **MS. MITCHELL:** Correct.

13 **MR. MCRAE:** Same objections.

14 **THE COURT:** Overruled. You may answer the question.

15 **THE WITNESS:** No, I believe this site was -- I  
16 believe we did investigate the situation at this safe sleep  
17 site, rather.

18 **BY MS. MITCHELL:**

19 Q Okay. Are you aware at the last hearing on November  
20 12th -- not the last hearing, one of the last hearings on  
21 November 12th this year, Ms. Mariani actually stated on the  
22 record that she did not have a follow-up meeting regarding this  
23 issue?

24 **MR. MCRAE:** Objection. Lack of foundation, calls for  
25 speculation. And again, counsel is testifying about what

1 someone else said purportedly.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** I'm not -- I can't speak to what the  
4 City attorney stated. My office did look into this.

5 **BY MS. MITCHELL:**

6 Q And what did you discover?

7 **MR. MCRAE:** Objection to the extent that it calls for  
8 attorney-client privilege communication.

9 **THE COURT:** Overruled. You can answer the question,  
10 please.

11 **THE WITNESS:** We discovered that, and I don't have  
12 the numbers in front of me, but that there -- that the service  
13 provider did, in fact, reduce the number.

14 **THE COURT:** Sir, you dropped your voice. Service  
15 provider did in fact --

16 **THE WITNESS:** The service provider did in fact reduce  
17 the number of spaces that were available for use.

18 Q Showing you what has been marked as Exhibit 402. This is  
19 Docket 105-1. So it's the quarterly report for the quarter  
20 ending September 30th of 2025. Your staff had to take an extra  
21 month to verify the reporting that happened in this case; is  
22 that right?

23 **MR. MCRAE:** Objection, vague. As to reporting of  
24 what?

25 **THE COURT:** Just a moment. First of all, does this



1 have an exhibit number again?

2 **MS. MITCHELL:** Yes, Your Honor. This is Exhibit 402.

3 **THE COURT:** 402, and it's docket, I can't see it,  
4 29 --

5 **MS. MITCHELL:** 1051-1.

6 **THE COURT:** 105-1.

7 **MR. MCRAE:** Yeah, Your Honor, counsel was just  
8 conferring. And at some point, we need to harmonize that we,  
9 in some instances, have the same document that has different  
10 exhibit numbers. We will, in due course, confer, seek to have  
11 a unified set of references and provide that information to the  
12 Court and the clerk.

13 **THE COURT:** I look forward to that, but let's use  
14 this time while you're here, Mr. Szabo. And counsel, once  
15 again, your question?

16 **BY MS. MITCHELL:**

17 Q Yes. So in this report, which was filed October 15th of  
18 2025, we have, for the first time, the total PEH served on the  
19 right listed as pending; is that right?

20 A That's correct.

21 Q You testified that it was brought to your attention that  
22 there was an issue in our verification process; is that right?

23 A That's correct.

24 Q You discovered a discrepancy?

25 A That's correct.

1 Q What was the discrepancy?

2 A The discrepancy was the number of PEH served as reported  
3 by the service providers compared to the PEH served that we  
4 could verify in HMIS.

5 Q And how did this discrepancy come to your attention?

6 A It came to my attention through my office. It was  
7 reported up to me.

8 Q By whom?

9 A Through my staff. We have regular staff meetings. I  
10 don't remember exactly who brought it to my attention, but it  
11 was in a staff meeting.

12 **THE COURT:** Are all the parties aware that this was  
13 also captured in the Los Angeles Times, LAist, and a number of  
14 papers? It came to my attention through a special master who  
15 showed me a series of articles. Are you aware of those  
16 articles for the press about this?

17 **THE WITNESS:** Your Honor, are you referring to the  
18 safe sleep site?

19 **THE COURT:** I'm referring to the site with the number  
20 of beds that were missing.

21 **THE WITNESS:** Yes, I'm familiar with those articles.

22 **THE COURT:** Okay. Because it came from a number of  
23 sources, through your office, but you're aware of the press?

24 **THE WITNESS:** Yes. Yes.

25 //

1 **BY MS. MITCHELL:**

2 Q So now this is a few months later. This is not referring  
3 to the safe sleep site; is that right, Mr. Szabo?

4 **MR. MCRAE:** Objection. Vague as to what we're  
5 talking about.

6 **THE WITNESS:** If the question is referring to the  
7 data issues that led us to submit to the Court a quarterly  
8 report with the PEH serve data as pending, yes, that was  
9 reported to me through my office as they were preparing the  
10 quarterly report, which we filed on the 15th of October.

11 **BY MS. MITCHELL:**

12 Q And how did they discover the discrepancy?

13 **MR. MCRAE:** Objection. Relevance.

14 **THE COURT:** Overruled.

15 **MR. MCRAE:** Calls for speculation.

16 **THE COURT:** Overruled.

17 **THE WITNESS:** They have access to HMIS. They have  
18 limited access to HMIS and they were not able to -- and there  
19 was a discrepancy between the number of intakes reported  
20 through HMIS and the number of intakes reported by the service  
21 providers serving those sites.

22 Q Was this the first time your office had cross-referenced  
23 with HMIS?

24 **MR. MCRAE:** Objection. Calls for speculation, lack  
25 of foundation, and relevance.

1           **THE COURT:** Overruled.

2           **THE WITNESS:** No, I don't believe so.

3       Q     So, now there were discrepancies not just in a single  
4     site, but in multiple sites; is that right?

5           **MR. MCRAE:** Objection, vague.

6           **THE COURT:** Overruled.

7           **THE WITNESS:** Yes, there was -- I don't know the  
8     number of sites, but there were multiple sites, yes.

9     **BY MS. MITCHELL:**

10    Q     What kind of access do you have in HMIS?

11           **MR. MCRAE:** Objection, vague as to time, vague as to  
12    access.

13           **THE COURT:** Overruled.

14           **THE WITNESS:** I don't have access to HMIS myself.

15    Q     Thank you for clarifying. Your office, what kind of  
16    access to HMIS does your office have?

17           **MR. MCRAE:** Lack of foundation and vague.

18           **THE COURT:** Overruled. We've already had testimony  
19    about this before.

20           **THE WITNESS:** Sure, it's limited and I -- honestly, I  
21    would need to confer with staff to give you the exact level of  
22    authorization that they have.

23    Q     Who in your staff?

24    A     I would talk to the staff members that have access to that  
25    system. There are a number of staff that have access to that

1 system. I don't know if it's at varying levels.

2 Q Now, as we have discussed previously, or actually maybe  
3 not with you, Mr. Szabo, the PEH served metric, and we'll go,  
4 let's say, to Exhibit 35, which is dated April 15th of  
5 2025. So this PEH served metric, you report that differently  
6 for permanent supportive housing than you do for interim  
7 housing; is that right?

8 **MR. MCRAE:** Can we just have the document shown to  
9 the witness?

10 **THE WITNESS:** Yes, that's --

11 **BY MS. MITCHELL:**

12 Q So for permanent supportive housing, what you report is a  
13 snapshot in time, right, at how many units were leased at the  
14 very end of the quarter; is that true?

15 A That is correct.

16 Q And for interim housing, you report the cumulative  
17 numbers, so from the beginning of the settlement or as soon as  
18 the facility opened all the way to today; is that true?

19 A That's correct. The number of intakes that each of the  
20 units at that site are responsible for, yes.

21 **THE COURT:** You know, would you ask that again? I  
22 want to be certain in my notes that I, once again, absorb  
23 this. I don't have real time here, so I apologize.

24 **BY MS. MITCHELL:**

25 Q Yes. So for permanent supportive housing, you provide a

1 snapshot in time. So the very last day of the reporting  
2 quarter, you pull the number of units that are leased and  
3 provide that number for PEH, for permanent supportive housing,  
4 is that true?

5 A That's correct.

6 Q And for interim housing, you provide the cumulative  
7 numbers, meaning from the moment that facility was open and  
8 occupiable to today; is that right?

9 A That's correct. We report the number of individual  
10 intakes that site has accommodated from when it opened to the  
11 end of the reporting period.

12 Q So taking a look, and we will focus on -- let's look at  
13 line 18. It's one of the only interim housing on the first  
14 pages, Highland Gardens. So you have 143 beds, and on this  
15 metric, you're reporting 412 PEH served; is that right?

16 A That's -- yes, that's correct.

17 Q And that's a cumulative number from when it opened on  
18 December 27th of 2022 to the end of the quarter that you're  
19 reporting for; is that right?

20 A That is the intent, yes, that's correct.

21 Q One line, let's say above it, the VA building 207, so line  
22 17, we have 59 beds and 59 PEH. Do you see that?

23 A Yes.

24 Q And that specific metric is the snapshot metric showing  
25 that all those beds were filled; is that right?

1 A That's correct.

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

3 **MS. MITCHELL:** Would you like me to bring that back  
4 up?

5 **THE COURT:** Would you go back to that line, just one  
6 minute. All right, thank you.

7 For counsel's edification, also in my record, I've  
8 got a case involving the Veterans Administration. I've been to  
9 this building before, and that's compounds, just so you know.  
10 I'm well aware of this campus and well aware of building 207,  
11 208, 209, just so I'm transparent about that.

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

13 **BY MS. MITCHELL:**

14 Q Now, this metric is consistently the -- I'll go back to  
15 number 17, since that's the one, excuse me, 18, since we were  
16 just looking at it, Highland Gardens. Because that's a  
17 cumulative number, it only goes up; is that right?

18 A It should only go up, it should.

19 Q And for a permanent supportive housing facility like the  
20 VA, it should stay fairly stable because it's by definition  
21 permanent; is that right?

22 **MR. MCRAE:** Objection. Vague as to fairly --

23 **THE COURT:** Overruled.

24 **THE WITNESS:** Again, it should, unless there are  
25 units that are taken out of service for one reason or the

1 other, renovations, et cetera.

2 Q Now, let's go to Exhibit 28, sorry. I apologize 29.

3 We're looking at 29. So, line 1, we have the Washington View  
4 Apartments, and there are 91 units and 91 PEH served. Do you  
5 see that?

6 A Yes.

7 Q Okay, so if we go to Exhibit 30, line 1, we again see 91  
8 units and 91 PEH served. See that?

9 A Yes.

10 Q Going to Exhibit 31, line 1, same thing, Washington View  
11 Apartments, 91 units, 91 PEH served. And I'll just go through  
12 all of them quickly. Exhibit 32, line 1, 91 units, 91 PEH  
13 served. Do you see that?

14 A Yes.

15 **THE COURT:** Just one moment, counsel. Just one  
16 minute, please. All right. Please continue.

17 **BY MS. MITCHELL:**

18 Q Exhibit 33, Washington View Apartments, we see 91 units  
19 and 91 PEH served. Do you see that?

20 A Yes.

21 Q Exhibit 34, Washington View Apartments, we see 91 units  
22 and 91 PEH served. Do you see that?

23 A Yes, I do.

24 Q Exhibit 35, line 1, Washington View Apartments, 91 units  
25 and 91 PEH served. Do you see that?



1 A Yes.

2 Q Let's go to the next in time one, which is actually  
3 Exhibit 401, line 1, Washington View Apartments, 91 units and  
4 91 PEH served. Do you see that?

5 A Yes.

6 Q The next one we have is Exhibit 402, Docket 1051,  
7 Washington View Apartments, 91 units and total PEH served is  
8 pending. Do you see that?

9 A Yes.

10 Q On Exhibit 403, for the first time, we have Washington  
11 View Apartments with 91 units and 86 PEH served. Do you see  
12 that?

13 A Yes.

14 Q Is it your testimony today that all the prior reporting  
15 was accurate, which consistently showed the same number of  
16 units and the same PEH across the board every single quarter  
17 for the last three years and suddenly we have a loss of 5 PEH?

18 **MR. MCRAE:** Objection. Compound, lack of foundation,  
19 argumentative.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** It's possible that the -- it's possible  
22 that a number of the leases or the vouchers were discontinued  
23 for various reasons. I would need to look into the specifics  
24 on this item, but it's possible that in the period of time  
25 over that last quarter that there were five units taken out of

1 service or the vouchers expired.

2 **BY MS. MITCHELL:**

3 Q Okay. Let's go back to Exhibit 29, and let's look at  
4 another one. Let's look at the Chesterfield, line 3. Do you  
5 see that? 42 units and 42 PEH served. You see that?

6 A Yes.

7 **THE COURT:** Wait just a moment. All right. Thank  
8 you.

9 **BY MS. MITCHELL:**

10 Q Exhibit 30, Line 3, Chesterfield 42 units, 42 PEH served.  
11 Do you see that?

12 A Yes.

13 Q Exhibit 31. Chesterfield 42 units, 42 PEH served. Do you  
14 see that?

15 A Yes.

16 Q Now, for the sake of time, we can just go right to --  
17 we'll go to 35 and take a look at Exhibit 35. Chesterfield 42  
18 units, 42 PEH served. Do you see that?

19 A Yes.

20 Q Exhibit 401, which is the report dated 715 Chesterfield  
21 reflects 42 units and 42 PEH served. Do you see that?

22 A Yes.

23 Q And now suddenly on Exhibit 43 the Chesterfield reports  
24 only 34 PEH served after three consecutive years of full  
25 Occupation. Do you see that?

1           **THE COURT:** Just one moment, counsel. Let me catch  
2 up with you. 34. All right. Thank you.

3           **THE WITNESS:** Yes, I see that.

4       Q     Now I can represent to you and we can have people that  
5 testify to this and we can compare them, but dozens of these  
6 numbers have changed. Are you a -- well, let me rephrase that.  
7 Are you aware that dozens of these numbers of total PEH served  
8 and the PSH units have changed for the first time this quarter  
9 when for the last three years, they have been consistently  
10 reported as fully occupied?

11           **MR. MCRAE:** Objection. Vague, lack of foundation --

12           **THE COURT:** Overruled.

13           **MR. MCRAE:** -- and also relevance.

14           **THE COURT:** Overruled.

15           **THE WITNESS:** Yeah, I'm aware that we have -- that we  
16 reviewed the current information and provided the numbers that  
17 that we can verify -- that were verifiable by the end of that  
18 quarter.

19 **BY MS. MITCHELL:**

20       Q     Now when was it brought to your attention that there was  
21 this discrepancy?

22           **MR. MCRAE:** Objection. Asked and answered.

23           **THE COURT:** Overruled.

24           **THE WITNESS:** It was -- I don't remember exactly but  
25 it was as we were preparing the quarterly report for -- I guess

1 that would have been the end of the first quarter -- the first  
2 quarterly report of -- excuse me, the quarterly report ending  
3 September 30th.

4 Q And the data monitor was appointed in early October; is  
5 that right?

6 MR. MCRAE: Objection. Relevance.

7 THE COURT: Overruled.

8 THE WITNESS: I believe so.

9 BY MS. MITCHELL:

10 Q The discrepancies aren't just limited to permit supportive  
11 housing, they're also reflected in the interim housing  
12 reporting as well; is that right?

13 MR. MCRAE: Vague.

14 THE COURT: Overruled.

15 THE WITNESS: I would need to look at what you're  
16 referring to as it relates to discrepancies. Discrepancy,  
17 you're talking about -- there's discrepancy in the data?

18 Q Let's just look at the -- let's look at what the data  
19 shows and you can tell me what it means.

20 A Sure.

21 Q So looking at Exhibit 401, which is Docket 1011-1, which  
22 was filed 7/17 of '25, let's take a look at Highland Gardens,  
23 which is line 18. You see that it says 143 beds with 425 PEH  
24 served?

25 A Yes

1 Q Let's look at Highland Gardens in Exhibit 403, which was  
2 the supplemental report that was filed by your office. Now,  
3 these are cumulative numbers that for the first time actually  
4 went down, isn't that right?

5 **MR. MCRAE:** Objection. Foundation

6 **THE COURT:** Overruled.

7 **MR. MCRAE:** Vague

8 **THE COURT:** Overruled.

9 **BY MS. MITCHELL:**

10 Q Do you want to see 401 again?

11 A Yes, please.

12 Q Okay. So this says PEH served 422. This one in line 18  
13 had 425. Do you see that?

14 A Oh, yes, I do.

15 Q So the report that was issued in July showed a cumulative  
16 number as of July of 425, but then in November, the cumulative  
17 number was reduced by three people. Do you see that?

18 A I do see that. Yes.

19 Q How did that happen?

20 **MR. MCRAE:** Objection. Vague.

21 **THE COURT:** Overruled.

22 **MR. MCRAE:** And relevance.

23 **THE COURT:** Overruled.

24 **THE WITNESS:** We reported the information that we  
25 could verify at the at the time of the report. That's all I

1 can say. It is typical that we that we update information as  
2 it's -- it is sometimes the case when we're talking about now  
3 nearing 11,000 units that there will be and there has been  
4 updates on information and we report those as soon as we're  
5 aware of the new information.

6 So I would -- again, I would need time to look  
7 into the specific reason behind the three bed reduction in --  
8 or rather the three person reduction in person served, but I  
9 just know that if there is -- if there is new information  
10 provided, if there's new information that is verified by our  
11 office, we're going to update that information.

12 **BY MS. MITCHELL:**

13 Q If I told you there were dozens of these discrepancies in  
14 these reports, where the numbers have been changed, would that  
15 surprise you?

16 **MR. MCRAE:** Objection. Relevance, also vague.

17 **THE COURT:** Overruled. You can answer that.

18 **THE WITNESS:** So I wouldn't refer to them as  
19 discrepancies. I would refer to them -- if it's new  
20 information, if it's information that's been reported, it's the  
21 information that we were able to verify at the end of that  
22 quarter or in this case, this may have been the supplemental at  
23 the time of issuing the supplemental.

24 Q How do you report Inside Safe booking agreements?

25 **MR. MCRAE:** Objection. Vague.

1           **THE COURT:** Overruled.

2           **THE WITNESS:** In terms of persons served or in terms  
3 of beds created?

4       Q     In terms of PEH served.

5           **THE COURT:** I'm sorry. You dropped your voice.

6       **BY MS. MITCHELL:**

7       Q     In terms of PEH served. In other words, is that a  
8 snapshot number or a cumulative number?

9       A     That should be a -- that should be a cumulative number.

10      Q     Let's look at line 37, Highland Park Motel, do you see  
11 line 37 on here?

12      A     Yes.

13      Q     Okay. What's the cumulative PEH served there?

14      A     Looks like that's 48.

15      Q     Showing you 403 Highland Park Motel line 37, what's the  
16 cumulative number there?

17      A     That says 32.

18      Q     Looking at 501, line 29, Hotel Silver Lake. Do you see  
19 that?

20      A     Yes.

21      Q     What's the cumulative number that's reported there?

22      A     That's -- it says 83.

23      Q     Showing you Exhibit 403, Hotel Silver Lake. What's the  
24 cumulative number there?

25           **MR. MCRAE:** Objection, Your Honor, to this line of

1 questioning. We're literally just reading documents.

2 **THE COURT:** Overruled.

3 **THE WITNESS:** It says 66. It would be helpful to be  
4 able to review the document in total because it looks like  
5 there are multiple footnotes related.

6 **BY MS. MITCHELL:**

7 Q If you want time, you can access it on the iPad. I can  
8 also just show you the footnotes if you'd like to do that.

9 A If you can point me to the exhibit number.

10 Q 403.

11 **(Pause)**

12 **THE WITNESS:** Yes, so the footnotes do attempt to  
13 indicate that what we're reporting for PEH served are -- we  
14 indicate that they're conservative numbers, that they do  
15 fluctuate, and that the tracking model from LAHSA is improving  
16 or expanding. As it relates to PEH served, particularly with  
17 booking agreements that fluctuate, there is, and we have --  
18 there has been new information and updated information, and  
19 we're reporting the information as best as we can on a  
20 quarterly basis, but I do expect numbers to fluctuate in the  
21 future.

22 Q These are cumulative numbers, true?

23 **MR. MCRAE:** Objection. Argumentative.

24 Q It's what you just testified to.

25 **THE COURT:** Overruled.



1           **MR. MCRAE:** Objection. Mischaracterizes the  
2 witness's testimony and vague.

3           **THE COURT:** Overruled.

4           **THE WITNESS:** Yes, they should be cumulative, and if  
5 the information -- if the data changes for various reasons, and  
6 sometimes it does, we report that change in the data.

7 **BY MS. MITCHELL:**

8 Q       But these cumulative numbers should never go down, true?

9           **MR. MCRAE:** Your Honor, this is argumentative, and  
10 it's asked and answered.

11          **THE COURT:** Overruled. You can answer that question,  
12 please.

13          **THE WITNESS:** So if we are made aware of new  
14 information that suggests that previously reported information  
15 needs to be adjusted, I feel like we have an obligation to  
16 adjust that information, to adjust that data in our reporting.

17               This is -- as it relates to this kind of information  
18 that we are securing from service providers through LAHSA, and  
19 it does rely on HMIS as well, it is to be expected that there  
20 may be some fluctuations in the data.

21               We report the data as best we can at the end of the  
22 quarter, and if there is new information or if there is a  
23 concern with the previously reported information, excuse me,  
24 our policy is to update that information and attempt to explain  
25 the change in the footnotes. So it's our best effort to

1 provide the most accurate information, and should you have  
2 questions about it, the reason that we footnoted it is so that  
3 we can provide that and provide additional information if you  
4 want additional information as to why it went down. Excuse me.

5 Q Where do the footnotes explain why the cumulative numbers  
6 went down here? What footnotes should we look at?

7 **MR. MCRAE:** Objection. Argumentative, and ask and  
8 answered.

9 **THE COURT:** Overruled.

10 **THE WITNESS:** I believe it says that there was a  
11 certain number of properties where the numbers were reduced, a  
12 certain number of sites where the PEH had a downward adjustment  
13 from a prior quarterly report. These are conservative numbers,  
14 and they may increase in the future based on expanded  
15 tracking -- based on an expanded tracking module from LAHSA.

16 **BY MS. MITCHELL:**

17 Q Okay, we were looking at line 9, Hotel Silver Lake, I can  
18 put it back up, and you went to the footnotes and said the  
19 footnotes explained. My question is, which footnotes should we  
20 look at to see why the cumulative numbers for the first time  
21 have gone down?

22 **MR. MCRAE:** Objection. Asked and answered.

23 **THE COURT:** Overruled.

24 **THE WITNESS:** In footnote 33, we indicate that there  
25 was a downward adjustment, and that there was a downward

1 adjustment because the numbers were conservative, and they may  
2 go up in the future based on our review of the available data.

3 Q You said footnote 33, seven sites had a downward  
4 adjustment in number of PEH served data from the prior  
5 quarterly report. These are conservative numbers, and they may  
6 increase. So where does it explain why the number of PEH  
7 served went down?

8 **MR. MCRAE:** Objection, Your Honor, out of context,  
9 and also ask and answered.

10 **THE COURT:** Overruled. Thank you. You may answer  
11 the question.

12 **THE WITNESS:** It indicates the change. It draws your  
13 attention to the change. If there's a specific question about  
14 a specific site, that's information that we could provide.

15 **BY MS. MITCHELL:**

16 Q What did you do differently in this report that you've  
17 never done before?

18 **MR. MCRAE:** Objection. Assumes facts and is  
19 argumentative and relevance.

20 **THE COURT:** Overruled.

21 **THE WITNESS:** As I said, there was a discrepancy in  
22 the reporting between the service providers and what we were  
23 able to verify in HMIS, and it was a large discrepancy, where  
24 smaller discrepancies we would expect potentially, and those  
25 would be resolved to the best of our ability. So that's the

1 reason why we pulled back and didn't include that number for  
2 PEH served in that quarterly report because there was a large  
3 discrepancy.

4 Q Did you ever discover the cause of the large discrepancy?

5 **MR. MCRAE:** Objection. Vague and irrelevance.

6 **THE COURT:** Overruled.

7 **THE WITNESS:** I don't know if we have discovered the  
8 cause. I don't want to speculate. I have some initial  
9 indications, but I would need to verify that before I could  
10 commit to it. But there was a discrepancy between the service  
11 providers and HMIS data.

12 **BY MS. MITCHELL:**

13 Q But my understanding is you've always checked, cross-  
14 checked with HMIS what service providers are doing. So my  
15 question is, what did you do differently this time to double  
16 check or verify or whatever took you an extra three to four  
17 weeks?

18 **MR. MCRAE:** Objection. Compound. Objection to the  
19 preamble about what counsel understands, it's just not  
20 relevant. It's also argumentative and it assumes facts.

21 **THE COURT:** Overruled. You may answer the question.

22 **THE WITNESS:** We, in an effort to provide the Court  
23 with a supplemental report, an updated report, as soon as we  
24 could, we took the most conservative approach to reporting the  
25 PEH served. It may increase, as I said, and as the footnotes

1 state, as we continue to work with LAHSA on their tracking  
2 system. But I can just say that we weren't able to connect all  
3 of the intakes that were being reported by the service  
4 providers to the beds that we were reporting as open and  
5 occupiable.

6 And so it created the situation that we needed to  
7 reconcile. It was a large discrepancy.

8 **BY MS. MITCHELL:**

9 Q And was this the first time that you've compared those two  
10 numbers?

11 **MR. MCRAE:** Objection, vague.

12 **THE COURT:** Overruled.

13 **THE WITNESS:** It was the first time that we had a  
14 large discrepancy that raised questions about whether we should  
15 report the information to the Court. There was also a  
16 disagreement, I would just say, between the service providers  
17 and the information that we were able to verify through  
18 HMIS. They believed that their records were correct. So out  
19 of not just an abundance of caution, but until we were able to  
20 reconcile, A, I directed staff to not include those numbers in  
21 our initial quarterly report, and B, directed staff to take the  
22 most conservative approach to reporting the numbers in the  
23 supplemental.

24 Q So did you do anything to try to understand the difference  
25 and to try to verify, or did you just take the lower of the two

1 numbers and use that one?

2 **MR. MCRAE:** Objection. Compound and unintelligible.

3 **THE COURT:** Did you understand the question?

4 **THE WITNESS:** Somewhat, yes. Yes, of course, there  
5 is an ongoing and there was an effort to understand the  
6 difference and to understand why there was a discrepancy.  
7 They're still working through that. They were still working  
8 through that by the time we issued the supplemental report,  
9 which is why we indicated that the numbers are likely to go up,  
10 but we wanted to be careful not to over-report if there was a  
11 discrepancy.

12 I do believe that the numbers will be adjusted upward  
13 in future reports, but we're still working through  
14 that. That's all I can say at this time.

15 **BY MS. MITCHELL:**

16 Q Are you planning on going back and reviewing prior reports  
17 to determine accuracy?

18 **MR. MCRAE:** Objection. Vague.

19 **THE COURT:** Overruled.

20 **THE WITNESS:** I'm sorry, could you repeat that?

21 Q Are you planning to go back and review prior reports  
22 submitted to the Court to verify for accuracy?

23 A We will be reviewing all of the PEH data, PEH served data  
24 to ensure that it's accurate on a go-forward basis.

25 Q Showing you Exhibit 403, this total PEH served as of

1 September 30th, 2025. My understanding is that this number  
2 8,414 is all of those numbers, the PEH served numbers compiled  
3 together. Is that accurate or is that inaccurate?

4 A That should be the total number of both the permanent  
5 supportive housing and the interim housing.

6 Q So going back, this number that we have in the far right  
7 column, that's the total number, right?

8 **MR. MCRAE:** Objection. Vague.

9 **BY MS. MITCHELL:**

10 Q Is that -- when it says total PEH served as of September  
11 30th, 2025, is that snapshot or cumulative?

12 **MR. MCRAE:** Objection. Compound and vague.

13 **THE COURT:** Overruled.

14 **THE WITNESS:** Well, it's both because it's a  
15 different -- we're using a snapshot number for permanent  
16 housing and a total intake number for interim housing.

17 Q You're using two different metrics for two different  
18 housing and compiling them into a single metric of total PEH  
19 served, right?

20 **MR. MCRAE:** Objection. Argumentative, misstates the  
21 record, assumes facts, and vague.

22 **THE COURT:** Overruled.

23 **THE WITNESS:** We've been clear about how we've been  
24 calculating PEH served since our first report in 2023.

25 Q My question is --

1           **UNIDENTIFIED SPEAKER:** Hey, Liz, can I just ask.

2 It's now about 5:40. Do we have a sense of --

3           **MS. MITCHELL:** This is like my last.

4           **UNIDENTIFIED SPEAKER:** Okay.

5           **MS. MITCHELL:** I'm like -- I'm just about done.

6 **BY MS. MITCHELL:**

7 Q       So my question was a little bit different. You're taking  
8 some snapshot and some cumulative numbers and putting them all  
9 together and reporting them in a single metric of total PEH  
10 served as of September 30th, 2025; is that right?

11           **MR. MCRAE:** Asked and answered.

12           **THE COURT:** Overruled.

13           **THE WITNESS:** That reflects the PEH, the total number  
14 of PEH served that we're reporting. Yes.

15           **MS. MITCHELL:** Thank you, Your Honor. May I have a  
16 moment?

17           **THE COURT:** Certainly.

18           **(Pause)**

19           **MS. MITCHELL:** I have no further questions at this  
20 time.

21           **THE COURT:** Counsel, I need a little bit of time with  
22 all of you folks. I don't see how you're going to complete  
23 redirect this evening. We still have the intervenors.

24           Daniel Gary is available January 12th, and I'd like  
25 to keep him coming on that date. Obviously, you'll be



1 returning to the stand, but we'll be courteous. We'll reach  
2 out and make that comfortable for you and your professional  
3 duties.

4 Could I have one moment, counsel? I'll be right back  
5 with you.

6 Could I see Tom? Could I see both of my law clerks?  
7 And if you'd remain just a moment, Mr. Szabo.

8 **(Recessed at 5:42 p.m.; reconvened at 5:46 p.m.)**

9 **THE COURT:** Thank you for your courtesy. Because  
10 there's --

11 **MR. MCRAE:** Your Honor, can the witness step down?

12 **THE COURT:** I want Mr. Szabo here.

13 Can you put up that PowerPoint? I've got an overlap  
14 between the West LA VA Campus veteran case and some of the  
15 issues that are coming up here. And because the West Los  
16 Angeles veterans case is up on appeal, I've been very careful  
17 to take -- and I've been very inactive on that case.

18 In Building 207 -- first of all you know that  
19 veterans homelessness has actually gone up in Los Angeles,  
20 don't you? Do you know that, Mr. Szabo?

21 **THE WITNESS:** Yes.

22 **THE COURT:** Okay. We would expect the, I'm going to  
23 call them permanent supportive housing or for want of a better  
24 word, we would expect stability basically in this long term  
25 stability, wouldn't we? In other words, unlike interim

1 housing, permanent housing often has stability. Correct?

2 **THE WITNESS:** Yes, that's the goal.

3 **THE COURT:** In Building 207 there was a document that  
4 was shown or eluded to and, counsel, each of you go back to the  
5 testimony about Building 207.

6 Line 17, Building 207, if you recall had 59 beds. 58  
7 of those beds have been listed as beds occupied by veterans.  
8 One of those beds is the house manager at 207. By the way,  
9 Judge Pregerson was very active out there, 207 is a conversion  
10 that he started a long time ago with 208 now and 209. It's a  
11 campus and you might not be aware of this, I'll take you out  
12 there if you want, but it's got a point and I note your  
13 objections but -- by the City.

14 Shangri-La is a service provider, are you aware who  
15 Shangri-La is?

16 **THE WITNESS:** Yes, generally.

17 **THE COURT:** Are you aware that they were flipping  
18 property?

19 **THE WITNESS:** I've read those reports.

20 **THE COURT:** Okay. And I also wrote about that, do  
21 you recall, in an opinion I issued?

22 **THE WITNESS:** Yes.

23 **THE COURT:** Talking about corruption. Do you recall  
24 that?

25 **THE WITNESS:** Yes.

1           **THE COURT:** HACLA is in a sense, for want of a better  
2 word, the outreach for the City, correct?

3           **THE WITNESS:** HACLA --

4           **THE COURT:** We can take a while with this if you want  
5 to, but I'm --

6           **THE WITNESS:** Yeah.

7           **THE COURT:** -- not being articulate, but HACLA is  
8 somewhat the placement entity.

9           **THE WITNESS:** The placement entity for the project  
10 based vouchers, yes, for permanent housing, that's correct.

11           **THE COURT:** You're looking at VA Building 207  
12 quarterly report April -- I'm sorry March 31st, 2025. Do you  
13 see that? All of you folks?

14           **MS. MITCHELL:** Yes, Your Honor.

15           **THE COURT:** Okay. Now, I want to show you another  
16 report. In the VA Building 207 on the September report are PEH  
17 served drops from 59 to 31. That's a drop of 28 veterans and  
18 the point of PSH housing is to provide much needed stability.  
19 The numbers may go down by one or two, but usually people are  
20 not leaving PSH housing because of the stability it provides.

21           And so one example of the discrepancy in the VA  
22 Building 207 is what you're looking at on the projection. And  
23 since 2023 the City has reported that the site has remained in  
24 full occupancy at 59 units. However, in this recent quarterly  
25 report from the City on September 30th, 2025 that number

1 drastically dropped to nearly half of what the number reported  
2 as 31.

3 And there was not an adequate response that I've  
4 received yet on why fewer veterans are able to access PSH  
5 housing. So while the goal is not to put you on the spot and  
6 maybe I'll wait for the VA campus case to come back, I just  
7 want to understand what's really going on here, what we're  
8 talking potentially 30 veterans who are getting their life  
9 together and settling into a permanent home and now facing  
10 homelessness again.

11 And HACLA which is the city entity did my placement  
12 and also Shangri-La which was there was widespread notoriety  
13 and publicity about flipping property is also the provider and  
14 now under indictment.

15 What's going on? Help me, Mr. Szabo. I'm trying to  
16 desperately understand this in both the VA case and the City  
17 case and fortunately I've got an involvement with both of them.

18 **MR. MCRAE:** Your Honor, may I make my objection now?

19 **THE COURT:** Please make your objection and then I --  
20 please, more than welcome.

21 **MR. MCRAE:** Your Honor, my objection is that I don't  
22 understand -- the question what's going on.

23 **THE COURT:** Okay. I can be more specific. How can  
24 we have a drop in 30 veterans and if you can't answer it, just  
25 tell me you can't answer it. But I was going to bring this up

1 on the VA case when jurisdiction came back to me in some form,  
2 but HACLA, the City entity is involved and not only placement  
3 but servicing with Shangri-La and I wrote about this corruption  
4 before. And you recall that.

5 **MR. MCRAE:** So if I may, it is a different question.

6 **THE COURT:** Now state your objection, please, and  
7 I'll be very courteous.

8 **MR. MCRAE:** Thank you. So my objection is I don't --  
9 as far as the scope of this hearing, the Court is now talking  
10 about issues about corruption which to my knowledge --

11 **THE COURT:** I'm telling you also about the  
12 discrepancy in the figures, because this goes to a huge drop  
13 that the City is involved in with veterans through HACLA. Now,  
14 if you're confused we'll bring Mr. Szabo back and I'll be  
15 courteous.

16 **MR. MCRAE:** It's not just --

17 **THE COURT:** But hold on now, your objection is noted.  
18 If you can help me in any way, I really need to understand  
19 this, because otherwise, I'm coming right back to the VA and  
20 asking the same questions. What's going on here? If you know  
21 and can you help me?

22 **THE WITNESS:** Judge, I could help you. I don't have  
23 the details today. But I would be happy to come back. I could  
24 get that information for you.

25 **THE COURT:** Okay. Let's wait.

1           **THE WITNESS:**   Okay.

2           **THE COURT:**   In fairness, take a look at it.

3           **THE WITNESS:**   Okay.   I will.

4           **THE COURT:**   You've got the City in a sense -- well,  
5 let's just leave it at that.   I want to be courteous about  
6 that, we'll have plenty of time.

7           All right.   So why don't you step down, we'll be  
8 courteous.   We'll find you.   By the way, have a good holiday.

9           **THE WITNESS:**   Okay.   Thank you.   You too, thank you.

10          **THE COURT:**   Okay.   How are we doing reaching out so I  
11 can contact Judge Birotte tonight?   He's somewhat waiting.  
12 What information do you have?

13          **MR. HAMBURGER:**   It seems based on counsel's schedule  
14 that Monday, the 22nd would be the best day and basically the  
15 only day because --

16          **THE COURT:**   And if not Monday, I have no idea, you  
17 know, placing a call to him on Thursday, he's got kids, et  
18 cetera.   He's around the holidays but he didn't specify the  
19 date.   If not Monday, what's our back up date?

20          **MR. HAMBURGER:**   I don't know if there is one based on  
21 counsel's travel, but you let me know.

22          **MR. UMHOFFER:**   Your Honor, we're available on the  
23 weekend as well.   We're eager to have these conversations and  
24 to make ourselves available so between now --

25          **THE COURT:**   What day is the 21st?

1           **MR. HAMBURGER:** That's Sunday I believe.

2           **THE COURT:** Sunday? And you're available what day?

3           **MR. HAMBURGER:** Monday, the 22nd.

4           **THE COURT:** The 22nd?

5           **MR. HAMBURGER:** Yeah. And then I believe Shayla is -  
6 - Ms. Myers, apologies, is traveling on the 23rd in the  
7 morning.

8           **THE COURT:** Okay. We're not going to disturb that.  
9 Let's assume that that wasn't possible, so I'm not bringing you  
10 back to court. What's the next date, would it be early  
11 January?

12           **MR. HAMBURGER:** It may be when Ms. Mitchell comes  
13 back after January 9th.

14           **MS. MITCHELL:** Yeah, I mean, certainly, Your Honor,  
15 I'm back in the country the night of January 9th. We can be  
16 available over the week, Mr. Umhofer can stand in for me and  
17 I'm happy to join by Zoom, all of that can happen.

18           **THE COURT:** Let me reach out to Judge Birotte, okay.  
19 He's got family also, but he's willing, you know, during hours,  
20 normal hours to be involved. So our back up would be January  
21 9th or after, or are you coming back, Ms. Mitchell, on January  
22 9th?

23           **MS. MITCHELL:** I land at 8:30 p.m. on January 9th.

24           **THE COURT:** Okay. Then it would be -- well, it'd be  
25 January 11th.

1           **MS. MITCHELL:** Your Honor, we can --

2           **MR. HAMBURGER:** You decide that, Mr. Umhofer would be  
3 available, is there a day that you would be available before  
4 the 9th?

5           **MR. UMHOFFER:** I'm back on the 4th, so we could  
6 assist --

7           **THE COURT:** Just a moment, we're going to make this  
8 simple. I want all of your resources available on both sides.

9           **MR. UMHOFFER:** Yes.

10          **THE COURT:** Now what about the Mayor, what about the  
11 Council President? In other words, I've heard counsel, but  
12 remember the principals have to be involved. And that's what  
13 you were going to reach out to, that's what you represented  
14 you'd find out for me.

15          **MR. HAMBURGER:** So my understanding is that Mr. Szabo  
16 can be there on the 22nd.

17          **THE COURT:** No, I'm sorry, the principals. We're  
18 going to --

19          **MR. HAMBURGER:** Yeah. I do not believe --

20          **THE COURT:** Judge Birotte and I talked about this.

21          **MR. HAMBURGER:** -- the principals can be there on  
22 Monday, the 22nd. I believe that, my understanding and Matt  
23 maybe could speak to this, that if there is -- there's way to  
24 contact the principals during the day as necessary.

25          **THE COURT:** On the 22nd?



1           **MR. HAMBURGER:** Yes, that is my understanding.

2           **THE COURT:** Are they available that day to meet with  
3 Judge Birotte?

4           **MR. HAMBURGER:** No, I do not believe the Council or  
5 the Mayor are available, that's my understanding.

6           **THE COURT:** Let me say again, we need the principals  
7 there. That's the Mayor, the Council President, that's what I  
8 asked you to reach out and find out about. And I don't want to  
9 concoct an order.

10          **MR. HAMBURGER:** I do not believe they are available  
11 on the 22nd. We were trying to --

12          **THE COURT:** When are they available?

13          **MR. HAMBURGER:** I do not know when they are  
14 available.

15          **MR. MCRAE:** Your Honor, as a point of clarification,  
16 isn't the Court asking for people that have the authority to  
17 speak for those principals? In other words if it's literally  
18 physically --

19          **THE COURT:** No, I'm very clear. Counsel --

20          **MR. MCRAE:** -- having as Council person there for  
21 example, if you have someone who's authorized to speak on their  
22 behalf, why doesn't that accomplish the same purpose?

23          **THE COURT:** Thank you, counsel. I'll simply make an  
24 order then if you can't reach a definite date between the two  
25 of you.

1           **MS. MITCHELL:** We'll circulate some dates, Your  
2 Honor, and we can include the Court on that. We can also  
3 include Judge Birotte in that if that's helpful. We're happy  
4 to coordinate that.

5           **THE COURT:** All right. But we need the principals  
6 available, that's the Mayor and the Council President, we'll be  
7 courteous. There may be ways to communicate with them, but if  
8 there is a resolution, we need to be confident it's going  
9 forward at the highest level.

10          **MS. MITCHELL:** Understood, Your Honor.

11          **THE COURT:** Okay. And so when would you like to  
12 coordinate with each other so I can let you go tonight and get  
13 back to me?

14          **MS. MITCHELL:** We can do that via e-mail tonight and  
15 tomorrow morning.

16          **THE COURT:** Fair enough?

17          **MR. MCRAE:** Yes.

18          **THE COURT:** Okay. Now, second, I've instructed  
19 Mr. Scolnick --

20          **MR. HAMBURGER:** He had a commitment. He needed to  
21 leave.

22          **THE COURT:** And Ms. Mitchell approached Special  
23 Master Martinez and you'd asked about her report. I've  
24 instructed her not to prepare her report until most of the  
25 witnesses, if not all of the witnesses have testified. I want

1 everything, as the Court is hearing, also heard by my Special  
2 Master. So I wanted to indicate that to you.

3 **MS. MITCHELL:** There was also a question, Your Honor,  
4 we also discussed the letter, there was a letter that the City  
5 had sent and Special Master Martinez represented that she was  
6 waiting until after these proceedings were done to respond to  
7 that letter, which is about 7.1 and that kind of thing.

8 **THE COURT:** I just knew from her that there'd been an  
9 approach informally to her, I didn't have a record of that. I  
10 wanted it clear that I've instructed her to wait.

11 **MS. MITCHELL:** Understood, thank you, Your Honor.

12 **THE COURT:** Until all of the evidence is before the  
13 Court. Then what time would you like to convene on the 12th?  
14 It sounds like that's the earliest date we can get back into  
15 session? Is 8 o'clock okay with you folks?

16 **MS. MITCHELL:** 8 o'clock is fine.

17 **THE COURT:** Okay. Now, listen, have a wonderful  
18 holiday, with you all and all of your family.

19 **MS. MITCHELL:** Thank you, Your Honor, you as well.

20 **THE COURT:** Thank you very much. And we'll  
21 communicate with you and we'll get some orders out next week.

22 **(Proceedings concluded at 6:02 p.m.)**

23 \* \* \* \* \*

24

25

## CERTIFICATION

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

December 19, 2025

Signed

Dated

*TONI HUDSON, TRANSCRIBER*