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CITY OF LOS ANGELES

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

LA ALLIANCE FOR HUMAN RIGHTS,
et al.,

Plaintiffs,

v.

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

Defendant.

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

Honorable David O. Carter,
United States District Judge

**DEFENDANT CITY OF LOS
ANGELES'S OPPOSITION TO LA
ALLIANCE'S MOTION FOR
ATTORNEYS' FEES**

Action Filed: March 10, 2020

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INTRODUCTION

After receiving \$1.8 million from the City in settlement funds, the Alliance seeks nearly double that amount—almost \$3.5 million in attorneys’ fees—adding every bell and whistle along the way: all its hours billed for more than a year with any connection to the parties’ Settlement Agreement, inflated rates for its attorneys, a 2.5 multiplier, future fees, and even some cash for its executive director. The Alliance claims that its request is in the public’s interest, but its attempt to line its counsel’s pockets with taxpayer money has nothing to do with helping address pressing matters, including providing resources to the City’s vulnerable unhoused population. The Alliance’s request defies every limit on this Court’s inherent sanctions power, ignores every burden that the law places on a party seeking sanctions, and would divert funds at the expense of vital City programs. The Court should deny the motion in full.

This Court was clear that it was considering only one potential basis for awarding Alliance fees: its inherent power to punish disobedience of its own orders. Such a sanction requires proof of “willful disobedience of a court order”—in other words, contempt. Dkt. 991 at 58 (quoting *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44–45 (1991)). But the Alliance runs away from the requirements of civil contempt. The Alliance never comes forward with clear and convincing evidence that the City failed to substantially comply with any specific and definite court order and lacked an objectively reasonable basis for its actions. And the Alliance seeks essentially *all* of its fees since April 2024 while making no attempt to identify “only the portion of [its] fees that [it] would not have paid but for the misconduct.” *Id.* at 59 (quoting *Goodyear Tire & Rubber Co. v. Haeger*, 581 U.S. 101, 109 (2017)). Because the City did not do anything sanctionable, and because the Alliance cannot trace its fees to any misconduct in any event, the Alliance is entitled to no fees at all.

The Alliance evidently came to the same conclusion. Instead of funneling its fee request through the requirements of this Court’s inherent power (in accordance with the Court’s directive), the Alliance seeks full-freight fees as a “prevailing party” under

1 42 U.S.C. § 1988. That provision authorizes fee-shifting in a “proceeding to enforce a
2 provision of,” among other statutes, § 1983. 42 U.S.C. § 1988(b). But the Alliance did
3 not prevail on its § 1983 claims and instead dismissed them with prejudice. And the
4 Alliance incurred fees litigating the Settlement Agreement, not § 1983. As the Supreme
5 Court has recently reaffirmed, a party that dismisses its § 1983 claims is not a prevailing
6 party and cannot seek fees under § 1988. *Lackey v. Stinnie*, 145 S. Ct. 659, 667–70
7 (2025).

8 Even if this Court overlooks the Alliance’s failure to apply the but-for causation
9 test of *Goodyear*, the maximum permissible fee award would be much smaller. The
10 only order that this Court has suggested the City willfully disobeyed is the encampment-
11 reduction order from March 2025. The City respectfully disagrees that the law or facts
12 could support a finding of civil contempt of that order. But even if one accepts that
13 noncompliance with that March 2025 order could justify a sanctions award, the
14 maximum award—excluding hours that predated the order or were on their face spent
15 on other tasks—would be \$98,413. Any award must compensate the Alliance only for
16 actual expenses that it would not have incurred but for the supposed noncompliance with
17 the encampment-reductions order, a test that forecloses any multiplier or future fees.

18 The Settlement Agreement does not authorize fees for its enforcement nor employ
19 the Alliance’s counsel to monitor compliance on the City’s dime. And any taxpayer
20 money that enriches the Alliance and its lawyers is money that is unavailable to spend
21 on the people of Los Angeles, including those served by programs under the Settlement
22 Agreement. The Court should deny the motion and award the Alliance zero fees.

23 **LEGAL STANDARD**

24 Courts follow “‘the bedrock principle known as the American Rule: Each litigant
25 pays his own attorney’s fees, win or lose, unless a statute or contract provides
26 otherwise.’” *Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. 121, 126 (2015). When
27 neither a statute nor contract authorizes fee-shifting, a court has a limited inherent power
28 to “‘assess attorneys’ fees for the ‘willful disobedience of a court order’” or for litigation

1 conduct undertaken “‘in bad faith, vexatiously, wantonly, or for oppressive reasons.’”
2 *Alyeska Pipeline Serv. Co. v. Wilderness Society*, 421 U.S. 240, 258–59 (1975). Courts
3 exercise these inherent powers “with restraint and discretion.” *Chambers v. NASCO,*
4 *Inc.*, 501 U.S. 32, 44 (1991).

5 An award of fees for “willful disobedience of a court order” is a sanction for “civil
6 contempt.” *Fleischmann Distilling Corp. v. Maier Brewing Co.*, 386 U.S. 714, 718
7 (1967); accord *Chambers*, 501 U.S. at 45. Contempt requires proof that “(1) [the City]
8 violated [a] court order, (2) beyond substantial compliance, (3) not based on a good faith
9 and reasonable interpretation of the order, (4) by clear and convincing evidence.” *In re*
10 *Dual-Deck Video Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993).
11 “Although contempt and sanctions are not identical” in every way, the principles that
12 govern contempt proceedings “guide [the] determination of what procedural protections
13 are necessary in imposing sanctions under a court’s inherent powers.” *F.J. Hanshaw*
14 *Enters., Inc. v. Emerald River Dev., Inc.*, 244 F.3d 1128, 1137 (9th Cir. 2001); see, e.g.,
15 *Armand Hammer Found., Inc. v. Hammer Int’l Found.*, 2023 WL 5916443, at *2 (C.D.
16 Cal. Sept. 11, 2023) (applying requirements for civil contempt to request for fees under
17 *Chambers*); *Patagonia, Inc. v. The 18A Chronicles LLC*, 2023 WL 3963787, at *3 (C.D.
18 Cal. May 22, 2023) (same).

19 Even when a party proves willful disobedience of a court order under the standard
20 applicable to civil contempt, that party is not entitled to shift all of its fees. The award
21 must be compensatory, which means that a party “may recover ‘only the portion of his
22 fees that he would not have paid but for’ the misconduct.” *Goodyear Tire & Rubber Co.*
23 *v. Haeger*, 581 U.S. 101, 109 (2017) (quoting *Fox v. Vice*, 563 U.S. 826, 836 (2011));
24 see Dkt. 991 at 59. A party seeking fees therefore must demonstrate whether a given
25 fee “would or would not have been incurred in the absence of the sanctioned conduct.”
26 *Goodyear*, 581 U.S. at 110. If the fee “would have been incurred even absent” the
27 misconduct, “it cannot be part of” an award. *Lu v. United States*, 921 F.3d 850, 860 (9th
28 Cir. 2019).

ARGUMENT

I. The Alliance’s fee request falls outside this Court’s inherent power.

This Court should decline to award any fees under *Chambers*. The Alliance has not established that the City willfully disobeyed any court order at all, let alone under the procedural prerequisites for civil contempt, including proof by clear and convincing evidence, substantial noncompliance with a specific and definite court order, and the lack of an objectively reasonable basis. In seeking all of its fees, the Alliance also has not attempted to prove what fees it would not have incurred but for the supposed sanctionable misconduct. This Court contemplated that the Alliance would receive no fees unless it was “able to show how [it] ha[s] been harmed by the City’s conduct and the resulting losses to them under the law.” Dkt. 991 at 59. The Alliance has proved itself unable to face up to that task. But even if the Court does the Alliance’s work for it—going line by line through the Alliance’s billing records—the law would allow, at most, a much more modest award for the time that the Alliance spent addressing the City’s purported noncompliance with this Court’s encampment-reduction order.

A. The Alliance has not met the *Chambers* requirements for a fee award.

The Alliance recognizes that *Chambers* authorizes a fee award as compensation for willful disobedience of a court order on a theory of “contempt.” Dkt. 1015 at 4. But that is where its treatment of the governing framework stops. Instead, the Alliance overlooks every requirement for such a contempt sanction and instead equates any purported breach of the Settlement Agreement with sanctionable contempt. *Id.* at 4–5. The Alliance is wrong to collapse the distinction between breach and sanctionable misconduct. *See Miller v. City of Los Angeles*, 661 F.3d 1024, 1029 (9th Cir. 2011) (violation of court order not enough for fee award unless other conditions for invoking inherent power are present). Even if one accepts for present purposes the four breaches adjudicated by this Court, the Alliance still hasn’t proved that (1) clear and convincing evidence establishes noncompliance, (2) the City did not substantially comply with its obligations under the Agreement, and (3) any noncompliance was not based on a good-

1 faith and reasonable interpretation of the Agreement, as incorporated into this Court’s
2 order. *Dual-Deck*, 10 F.3d at 695. This is not the rare case that justifies contempt
3 sanctions under this Court’s inherent power on top of the contractual remedies this Court
4 imposed to ensure ultimate compliance by the Agreement’s deadlines.*

5 **1. The Alliance ignores the need for clear and convincing evidence.**

6 This Court signaled a willingness to award fees as “a sanction for the City’s
7 noncompliance” with the Settlement Agreement. Dkt. 991 at 59. The Court had
8 ancillary jurisdiction to enforce the Agreement because it was incorporated into this
9 Court’s order. *Kelly v. Wengler*, 822 F.3d 1085, 1095–96 (9th Cir. 2016). And an award
10 of “attorney’s fees as a sanction for the willful disobedience of a court order”—the order
11 incorporating the Settlement Agreement—is a “punishment for contempt.” *Chambers*,
12 501 U.S. at 45 (quotation marks omitted). As a result, this Court has inherent power to
13 award the Alliance fees only if it finds “by clear and convincing evidence” that the City
14 was in contempt of the Agreement. *Kelly*, 822 F.3d at 1096; *see Kelly v. Wengler*, 979
15 F. Supp. 2d 1104, 1108 (D. Idaho 2013) (citing *Battaglia v. United States*, 653 F.2d 419,
16 422 (9th Cir. 1981)).

17 This Court never purported to apply the heightened clear-and-convincing-
18 evidence standard in its order resolving the Alliance’s motions. *See generally* Dkt. 991.

19 _____
20 * *Chambers* also authorizes a fee award “when a party has acted in bad faith,
21 vexatiously, wantonly, or for oppressive reasons.” 501 U.S. at 45–46 (quotation marks
22 omitted); *see Dkt. 991 at 58*. None of the City’s conduct comes close to meeting that
23 demanding standard. For that reason, the Alliance has invoked only the “willful
24 disobedience” branch of this Court’s inherent powers, Dkt. 1015 at 4–6, in contrast to
25 Intervenor, which invoke only the bad-faith standard, Dkt. 1022 at 8–9. That they
26 cannot agree on the basis for sanctions underscores that there is no basis for sanctions.
27 Nor can the Alliance surface a new basis for a fee award in its reply. *See Brooke v.*
28 *Ashna Inc.*, 2024 WL 3537861, at *5 (C.D. Cal. July 11, 2024) (“[A]rguments raised for
the first time in a reply brief are waived.” (quoting *Autotel v. Nev. Bell Tel. Co.*, 697
F.3d 846, 852 (9th Cir. 2012))). In any event, the Ninth Circuit has suggested that the
same protections may govern determinations of “bad faith,” including that “the
appropriate standard of proof is clear and convincing evidence.” *F.J. Hanshaw*, 244
F.3d at 1143 n.11.

1 Nor did the Alliance ever argue that it had proved noncompliance by clear and
2 convincing evidence. *See generally* Dkt. 977, 984. To be sure, the Court could enforce
3 the Settlement Agreement without applying a heightened standard of proof. The default
4 rule for contract enforcement under California law is “proof by a preponderance of the
5 evidence.” Cal. Evid. Code § 115; *see, e.g., Weiner v. Fleischman*, 54 Cal. 3d 476, 483
6 (1991) (applying § 115 in contract action); *see also Cities Serv. Oil Co. v. Dunlap*, 308
7 U.S. 208, 210–12 (1939) (federal courts apply state-law standard of proof under *Erie*
8 when deciding state-law claims). But this Court cannot go a step further and award
9 attorneys’ fees as a contempt sanction for any breach of the Settlement Agreement
10 without a determination by clear and convincing evidence that any breach amounts to
11 willful disobedience of a court order. Because the Alliance has shirked its burden to
12 prove willful disobedience by clear and convincing evidence, the Court should deny its
13 fee motion outright.

14 **2. The City substantially complied with the Settlement Agreement.**

15 Even aside from the Alliance’s disregard of the proper standard of proof, the
16 record does not establish by clear and convincing evidence that the City was out of
17 “substantial compliance” with the Settlement Agreement. *Dual-Deck*, 10 F.3d at 695.
18 That standard requires the Alliance to prove clearly and convincingly that the City
19 “violated a *specific and definite* order of the court.” *Stone v. City and County of San*
20 *Francisco*, 968 F.2d 850, 856 n.9 (9th Cir. 1992) (emphasis added). None of the four
21 purported breaches—reporting encampment reductions not linked to offers of shelter,
22 not updating the bed plan, missing milestones, and reporting data that others had
23 difficulty verifying—meets that high bar.

24 ***Encampment-reduction order.*** This Court stated that the City willfully
25 disobeyed its March 2025 order stating that encampment reductions must be
26 accompanied by an offer of shelter because the City “failed to amend its prior reports to
27 the Court” and did not change its reporting for “its April 15, 2025 quarterly status
28 report.” Dkt. 991 at 52. Although this Court signaled an intent to impose sanctions for

1 this issue, the timeline of events establishes the absence of a specific and definite order,
2 an inability to comply retroactively, and substantial compliance within the realm of
3 possibility.

4 In March 2025, this Court made only one specific and definite order: that the City
5 could not count mere cleanups as reductions. The Court stated that “[t]he City may not
6 report clean-ups from programs such as Care or Care+ as Reductions to prove
7 compliance with the Settlement Agreement because they are not permanent in nature.”
8 Dkt. 874 at 2. The Court also added that “cleaning an area, only to have unhoused
9 individuals move back in without offers of shelter or housing, is not a ‘Resolution’ or
10 Encampment ‘Reduction’ and shall not be reported as such.” *Id.* But the Court further
11 indicated that it would decide the remainder of the issues after oral argument at the
12 March 27 hearing. *Id.* During that hearing, the City argued that the Order granted relief
13 the Alliance did not request in its motion and was contrary to the agreement reached
14 between the City and the Alliance, and the Intervenors also argued there was no
15 agreement the Court could enforce. Dkt. 878 at 109:5–119:20. The Court took the
16 matter under submission, *id.* at 119:22–23, and did not enter a subsequent order before
17 the evidentiary hearing. At that point, the City’s reporting obligations remained a
18 moving target.

19 The City did not disobey the March order, much less substantially. As this Court
20 recognized, the City did not count “merely shifting encampments during cleanings under
21 Care and Care+” but instead “the reduction numbers reported represent tents, makeshift
22 shelters, and vehicles that are removed and taken into the City’s custody.” Dkt. 991 at
23 53–54. And the City could not report new numbers based on any undefined permanence
24 standard in the March 2025 order, especially after this Court took the parties’ dueling
25 arguments under submission. So the Court’s June 2025 order later offered multiple new
26 clarifications: (1) that “each reduction must be accompanied by an offer of shelter or
27 housing to the individual or individuals whose tent, makeshift shelter, or vehicle is
28 removed”; (2) that “[i]ndividuals need not accept the offer” for the City to count a

1 reduction; (3) that the City can count reductions when “a tent, makeshift shelter, or
2 vehicle is abandoned”; and (4) that the City need not “track whether the person offered
3 shelter or housing remains housed indefinitely for the purposes of the Settlement
4 Agreement.” Dkt. 991 at 52. Until those clarifications, this Court’s encampment-
5 reduction interpretation was not specific and definite enough to support civil contempt.

6 Even if this Court’s March 2025 order specifically and definitively ordered the
7 City to report only reductions that involved offers of shelter (or abandoned property),
8 the Alliance still is not entitled to a fee award because the City substantially complied
9 with its obligations under the agreement—and the Alliance certainly did not prove
10 otherwise by clear and convincing evidence. That quarterly report contained data that
11 the City had collected from January 1, 2024, through March 31, 2025, Dkt. 892 at 1, a
12 period that began more than a year and ended only seven days after this Court’s March
13 2025 encampment-reduction order, Dkt. 874. At that point, the City of course could not
14 travel back in time and collect data under this Court’s newly announced interpretation
15 of what qualifies as a reduction. This Court can’t award fees on the theory that the April
16 2025 quarterly report should have reported only the subset of reductions that were
17 accompanied by an offer of shelter, which would have been “factually impossible” for
18 the City (particularly when, apart from the Inside Safe program, the City typically does
19 not itself make the offer of shelter). *FTC v. Affordable Media*, 179 F.3d 1228, 1239 (9th
20 Cir. 1999) (quoting *United States v. Rylander*, 460 U.S. 752, 757 (1983)).

21 The question, then, is whether the City fell out of substantial compliance by
22 reporting the data it had collected (all but a week’s worth before the encampment-
23 reduction order) rather than nothing. There was no deception. The City was upfront
24 with the Court that its historical data did not necessarily reflect an offer of shelter.
25 Dkt. 991 at 51. If this Court were to hold that the City should have reported nothing at
26 all pending further guidance on this Court’s interpretation and pending an opportunity
27 to collect data in compliance with that interpretation, that would be the kind of
28 “technical violation[]” that can’t support civil contempt. *Dual-Deck*, 10 F.3d at 695.

1 **Updated bed plan.** The City also did not violate any specific and definite order
2 to provide an updated bed plan. The City provided an initial bed plan to the Alliance in
3 November 2022. Dkt. 863-4. Although the Alliance argued that the City had breached
4 the Settlement Agreement by not providing for all 12,915 shelter and housing solutions
5 in the initial plan, this Court “agree[d] with the City that there may be multiple plans
6 and they may be iterative.” Dkt. 991 at 42. But the Settlement Agreement does not
7 impose any expiration date on the initial plan or any deadline for an updated one.
8 Dkt. 429-1 § 5.2. While this Court has ordered the City to provide an updated plan by
9 October 3, 2025, the City did not violate any specific and definite order by failing to
10 provide an updated bed plan before the Court issued its post-hearing order on June 24,
11 2025.

12 **Shelter and housing milestones.** The City also substantially complied with its
13 milestones for shelter and housing solutions. In its order, this Court appeared to hold
14 that missing milestones is a breach of the Settlement Agreement. Dkt. 991 at 44. The
15 City reiterates and preserves its position that the Agreement requires only that the City
16 use “best efforts” to hit “milestones”—a standard that contemplates that milestones
17 *could* be missed. Dkt. 429-1 § 5.2; *see* Dkt. 983 at 21–27. But even if one accepts the
18 premise that the City breached the Agreement merely by missing milestones, the City
19 substantially complied with the milestones. The City has consistently reduced the
20 milestone deficit as it has opened permanent supportive housing with great effort and
21 continued to invest in interim options, leading to only a 1% deficit in the last quarterly
22 report before this Court’s order. Dkt. 991 at 43–44. That is substantial compliance by
23 any measure.

24 **Data reporting and verification.** The City did not violate any specific and
25 definite court order related to data reporting and verification. This Court asserted that
26 “it is extremely difficult, if not impossible, to verify the housing and shelter solutions
27 that are reported by the City to meet its obligations.” Dkt. 991 at 48. Although the Court
28 collected criticisms from Special Master Martinez and A&M about their ease of

1 understanding the complex data that the City collects and sorts, the Court did not identify
2 any court order that the City could have disobeyed. The Court instead proactively
3 appointed a monitor under § 7.2, Dkt. 991 at 49–50, which contemplates that the parties
4 would “engage a mutually agreed-upon third party to provide data collection, analysis,
5 comments, and regular public reports on the City’s compliance with the terms of this
6 Agreement,” Dkt. 429-1 § 7.2. Whatever the basis for forward-looking application of
7 § 7.2, the City did not willfully disobey any specific and definite court order in its data
8 reporting and verification.

9 **3. Any substantial noncompliance was based on the City’s good-**
10 **faith and reasonable interpretation of the Settlement Agreement.**

11 Even if the City did not substantially comply with a specific and definite court
12 order, sanctions still are inappropriate unless the City “‘acted deliberately’” in
13 disobeying such an order. *America Unites for Kids v. Rousseau*, 985 F.3d 1075, 1090
14 (9th Cir. 2021). The Alliance cannot show willfulness by clear and convincing evidence.
15 For each purported breach, the City had an objectively reasonable (and subjectively
16 good-faith) justification for its conduct. *See Taggart v. Lorenzen*, 587 U.S. 554, 561
17 (2019) (noting that standard is typically objective except for the bad-faith standard that
18 the Alliance has not invoked here).

19 ***Encampment-reduction order.*** There was “fair ground of doubt” whether City
20 disobeyed this Court’s March 2025 encampment-reduction order by reporting data in
21 April that it had collected before the order’s date. *Taggart*, 587 U.S. at 562. Any
22 noncompliance was based on the City’s good-faith, reasonable, and textually faithful
23 interpretation. This Court did not detail exactly what the City could not report, other
24 than mere cleanups. *See supra*, at 7. This Court also only partially ruled on the
25 Alliance’s motions for settlement compliance, which remained outstanding, were taken
26 under submission, and would be decided on a more robust record. Dkt. 874 at 2;
27 Dkt. 878 at 119:22–23. The City reasonably believed that it would be able to defend its
28 interpretation on that record and that it did not have to shift reporting midstream while

1 the motions were pending. Dkt. 983 at 30. And there is no evidence that the City
2 deliberately disobeyed a court order by choosing to report encampment reductions in
3 April 2025 rather than report nothing at all. *See supra*, at 8.

4 This Court's ruling on § 8.2 further confirms that the City did not willfully
5 disobey this Court's encampment-reduction order. The Court "defer[red] to the City's
6 position that the Agreement's obligations [under §§ 3–5] are currently paused under
7 Section 8.2 because of the state of emergency declaration" put in place during the
8 January 2025 wildfires. Dkt. 991 at 55. If the City's obligations were paused, then the
9 City necessarily had an objectively reasonable (and subjectively good-faith) basis not to
10 change how it was reporting encampment reductions under § 5.2 during the period of
11 pause. No one could reasonably think that the obligations were paused under § 8.2 and
12 (at the same time) a contempt landmine waiting to explode once this Court finished
13 adjudicating the Alliance's motions for settlement compliance.

14 ***Updated bed plan.*** The City did not willfully disobey any court order to provide
15 an updated bed plan. The Court "agree[d] with the City that there may be multiple
16 plans," did not identify any fixed deadline in the Agreement for producing an updated
17 plan, and ordered an updated plan by October 3, 2025, as a prophylactic measure to
18 address the perceived "risk that the City will not sufficiently plan to fund the beds."
19 Dkt. 991 at 42. In doing so, the Court did not identify any deliberate action by the City
20 to flout any court order. And the § 8.2 pause equally demonstrates here that the City did
21 not willfully disobey any obligation to provide a bed plan. *Id.* at 55.

22 ***Shelter and housing milestones.*** The City did not deliberately choose to fall short
23 of milestones. This Court never suggested otherwise. Dkt. 991 at 42–45. To the
24 contrary, the Court rejected the Alliance's argument "that the City has incorrectly
25 prioritized investment in permanent supportive housing" over cheaper and quicker
26 alternatives. *Id.* at 42. Holding the City in contempt later on the theory that the City
27 *willfully* missed milestones because of policy decisions to invest in permanent
28 supportive housing would be a direct assault on the Settlement Agreement's preservation

1 of the City’s “sole discretion” to choose any shelter or housing solution. Dkt. 429 § 3.2.
2 And again, the § 8.2 pause also establishes that the City could not have been willfully
3 disobeying its obligation to use best efforts to meet milestones at the time of this Court’s
4 order. Dkt. 991 at 55.

5 ***Data reporting and verification.*** The City did not willfully hamstring third
6 parties’ ability to verify its data. “Elementary notions of fairness” under the Due Process
7 Clause require that a “person receive fair notice” of “the conduct that will subject him
8 to punishment.” *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559, 574 (1996); *see Roadway*
9 *Express, Inc. v. Piper*, 447 U.S. 752, 767 (1980) (holding that district courts cannot
10 impose sanctions under inherent power without “fair notice”). No order regarding data
11 reporting or verification could have put the City on notice that there was no ““fair ground
12 of doubt as to the wrongfulness of [its] conduct.”” *Taggart*, 587 U.S. at 561 (emphasis
13 omitted). The City even paid millions of dollars to A&M for the assessment that noted
14 difficulty in procuring data from Los Angeles Homeless Services Authority (LAHSA).
15 And when ordered by this Court to procure data from LAHSA, the City exerted great
16 effort on a short timeframe both to persuade LAHSA to share data that it had previously
17 withheld and to verify the data. Dkt. 980 ¶¶ 2–5. That is the opposite of willful
18 disobedience.

19 Imposing contempt sanctions on the City for this supposed breach also would be
20 an impermissible form of collective punishment. As reflected in the testimony at the
21 hearing and in this Court’s orders, the verification issues largely (if not entirely)
22 concerned data in the possession of LAHSA. Dkt. 991 at 48–49; *see id.* at 11–22, 25–
23 26. This Court cannot hold the City in contempt on the theory that LAHSA, a separate
24 legal entity, withheld data that A&M wanted to verify. Dkt. 983 at 44. Because LAHSA
25 is not a party, holding the City in contempt for LAHSA’s conduct would deprive the
26 City of its due-process right to ““an opportunity to present every available defense.””
27 *Philip Morris USA v. Williams*, 549 U.S. 346, 353 (2007). That is why the City’s
28 conduct must be “willful.” *Chambers*, 501 U.S. at 45 (citation omitted).

* * *

The Alliance wants “[c]ontempt [s]anctions” but doesn’t want to follow contempt rules. Dkt. 1015 at 4. The Alliance has not proved—and cannot prove—by clear and convincing evidence that the City willfully disobeyed a specific and definite court order. The Court should deny the Alliance’s motion for attorneys’ fees in full because of its failure to establish any basis for awarding them as a contempt sanction.

B. The Alliance has not carried its burden to prove what costs it would not have incurred but for the purported breaches.

This Court already outlined the but-for standard that governs the Alliance’s request for fees under *Chambers*. Dkt. 991 at 58–59. The Court can impose a civil sanction under its “‘inherent powers’” only to compensate a “wronged party ‘for losses sustained’” and “may not impose an additional amount as punishment for the sanctioned party’s misbehavior.” *Goodyear*, 581 U.S. at 108. The Alliance thus bears the burden of showing that it has requested only fees that were “incurred *because of* the misconduct at issue.” *Id.* (italics added). In all cases, this but-for causation standard requires the moving party to identify “whether a given legal fee” “would or would not have been incurred in the absence of the sanctioned conduct.” *Id.* at 110. A court may “shift all of a party’s fees, from either the start or some midpoint of a suit, in one fell swoop” only in “exceptional cases” that meet the but-for test, such as when a party’s “‘entire course of conduct throughout the lawsuit’” was sanctionable or when misconduct caused all fees after a set date. *Id.* at 110–11 (quoting *Chambers*, 501 U.S. at 50).

The Alliance doesn’t attempt to trace the fees it seeks to any of the four breaches that this Court adjudicated. It hasn’t, for instance, demonstrated that any of the line items within its dozens of pages of billing records would not have been incurred but for the City’s purported noncompliance with the encampment reduction order, identified any fees it would have avoided had the City provided an updated bed plan, linked any fees to missed housing and shelter milestones, or explained which fees are solely attributable to purported shortcomings in data reporting and verification. Nor does the

1 Alliance ever argue that this case is an “exceptional” one that allowed it to dispense with
2 “the grind of segregating individual expense items” under the theory that all its fees since
3 May 2024 “would not have been incurred except for [any] misconduct.” *Goodyear*, 581
4 U.S. at 111. The Alliance merely asserts—without substantiating in any way—that
5 supposedly sanctionable conduct “is a but-for cause of the fees and expenses” that it
6 seeks. Dkt. 1015 at 6. This disregard of the *Goodyear* but-for standard is remarkable,
7 especially considering that the Court expressly directed the Alliance to “track the
8 compensation to the wrong and the loss resulting from that wrong.” Dkt. 991 at 59.

9 Rather than identify specific losses and explain how those losses were caused by
10 any sanctionable misconduct, the Alliance submits what appears to be a comprehensive
11 list of all time entries related to the Settlement Agreement since May 1, 2024, more than
12 ten months *before* the Court issued the only order that the City could have even
13 conceivably disobeyed willfully. Dkt. 1015-1 ¶ 19; *see* Dkt. 991 at 59 (suggesting that
14 disobedience of the Court’s March 24, 2025 encampment-reductions order could be
15 sanctionable conduct). That is the precise “temporal approach rejected in *Goodyear*.”
16 *Lu*, 921 F.3d at 862. The Alliance’s counsel in fact admits to ignoring the *Goodyear*
17 but-for standard, stating that he removed only “any billing unrelated to monitoring or
18 litigating the City’s compliance with the Settlement Agreement,” Dkt. 1015 ¶ 20, even
19 though a breach alone could not authorize contempt sanctions, and even though the
20 Alliance spent large amounts of time trying to prove breaches that this Court rejected,
21 litigating subpoenas they withdrew, and seeking extraordinary remedies like
22 receivership that this Court rejected. The Alliance’s records also include block billing,
23 making it “difficult to determine how much time was spent on particular activities”
24 caused by sanctionable conduct. *Welch v. Metropolitan Life Ins. Co.*, 480 F.3d 942, 948
25 (9th Cir. 2007). And there are numerous entries so heavily redacted that it’s impossible
26 for either the Court or the City to decipher what work was performed. *Cf. Gilead*
27 *Sciences, Inc. v. Merck & Co., Inc.*, 2017 WL 3007071, at *9 (N.D. Cal. July 14, 2017)
28 (awarding fees for redacted entries so long as they “provide[d] sufficient information for

1 [the defendant] to assess their reasonableness”). In short, the Alliance flouts this Court’s
2 clear instruction “to establish a causal link—between the litigant’s misbehavior and legal
3 fees paid by the opposing party.” *Goodyear*, 581 U.S. at 108. The Alliance should not
4 be rewarded for its failure even to attempt to carry its burden.

5 The Alliance can’t claim to be blindsided by the very standard the Court invited
6 it to brief. Dkt. 991 at 58. Instead, it appears the Alliance was unwilling (or unable) to
7 do what the Court requested: explain what fees would not have been incurred but for
8 the City’s supposed misconduct. The Alliance cannot shirk its “obligation to
9 disentangle” the fees caused by supposed willful disobedience “from those fees that
10 would have been incurred anyway.” *Vieira v. County of Sacramento*, 2020 WL
11 3343988, at *2 (N.D. Cal. June 19, 2020). Even if the Alliance “found the task
12 prohibitively difficult,” “that is no reason to overlook the law’s demands.” *Id.* This
13 Court should deny the Alliance’s motion outright because of its disregard to follow the
14 but-for standard that it directed the Alliance to brief.

15 **C. Under the proper but-for standard, the Alliance cannot inflate its**
16 **hours and rates, request a multiplier, or seek future fees.**

17 If the Court is nevertheless inclined to award fees under *Chambers*, the Alliance’s
18 requested figure flouts multiple limitations of the exacting causation requirement from
19 *Goodyear*. The Court expressly identified only one supposed instance of sanctionable
20 misconduct: “disobeying the Court’s order on encampment reductions.” Dkt. 991 at 59.
21 The City reiterates its position that it did not willfully disobey this Court’s encampment-
22 reduction order. But even on the premise that *Chambers* would allow a targeted
23 compensatory award for disobedience of the encampment-reduction order, any award of
24 fees should be strictly limited to fees that the Alliance would not have incurred but for
25 the City’s supposed disobedience of that order. Any such compensatory award would
26 be calculated for a substantially reduced number of hours and at rates far below what the
27 Alliance requests. The Alliance’s requests for a multiplier and future fees are also
28 fundamentally incompatible with the *Chambers* framework. And those same rules

1 should apply to any award of fees to the Alliance’s executive director, Paul Webster.

2 **1. The Alliance’s billing records include hours of unrelated entries.**

3 An award of fees to sanction the City for its supposed noncompliance with the
4 March 24, 2025 encampment order would necessarily eliminate any entries dated before
5 that order was issued. The Alliance also cannot recover for entries attributable to
6 unrelated issues, like work related to its unsuccessful bid for a court-appointed receiver
7 or its failed attempt to enforce subpoenas of apex witnesses. Nor should the award
8 include entries so heavily redacted that the City and Court cannot assess their
9 relationship to the encampment order. *See Gilead Sciences*, [2017 WL 3007071](#), at *9.
10 And the Alliance seeks fees for the time spent preparing its fee motion even though
11 “[o]nly the direct costs” of responding to sanctionable conduct, “and not fees-on-fees,
12 may be included in an award under the court’s inherent power.” *Blixseth v. Yellowstone*
13 *Mountain Club, LLC*, [854 F.3d 626, 630](#) (9th Cir. 2017) (citing *In re Southern Cal.*
14 *Sunbelt Developers, Inc.*, [608 F.3d 456, 466–67](#) (9th Cir. 2010)). Removing those
15 entries from the Alliance’s billing records nets 678.2 hours (including 431.3 attorney
16 hours and 246.9 hours billed by legal staff) that could even conceivably be related to the
17 City’s compliance with this Court’s March 2025 encampment-reduction order. *See*
18 *Hamburger Decl.*, Ex. A at 19.

19 Even then, the Alliance still would have incurred most of the remaining hours
20 “without the [City’s purported] misconduct.” *Goodyear*, [581 U.S. at 108](#). The issues
21 litigated in this case since March 24, 2025, have been numerous and diverse. The
22 evidentiary hearing lasted seven days, with only a fraction of that time devoted to issues
23 involving the City’s reporting of encampment reductions. The Alliance’s arguments and
24 the Court’s order provide a sense of the relative importance of the encampment issue.
25 The transcript of the Alliance’s closing argument spanned 27 pages, and only roughly
26 3.5 pages (13%) discuss encampment-reductions reporting. [Dkt. 976 at 204–07](#). In its
27 post-hearing brief, the Alliance devoted only 3 of 25 pages—roughly 12%—to the
28 encampment-reduction provision. [Dkt. 984 at 10–13](#). And the Court’s post-hearing

1 order dedicates just 4 out of 62 pages (6.5%) to this topic. Dkt. 991 at 51–54.

2 The Ninth Circuit has recognized that “across-the-board percentage cuts” in the
3 “number of hours claimed” can be “‘a practical means of trimming the fat from a fee
4 application.’” *Gates v. Deukmejian*, 987 F.2d 1392, 1399 (9th Cir. 1992). Here, a
5 sensible benchmark would be that roughly 25% of the Alliance’s hours incurred after
6 March 24 in entries generally related to the Settlement Agreement were devoted to the
7 reporting of encampment reductions. This benchmark almost certainly exceeds the share
8 of hours billed that were related to that issue but would adequately track this Court’s
9 determination that encampment-reduction reporting was one of four breaches, at least
10 once all entries related to issues on which the Alliance lost are removed. Accordingly,
11 the number of compensable hours would at most be 169.5 hours (107.8 attorney hours
12 and 61.7 legal staff hours).

13 **2. The Alliance’s lawyers should be compensated only at their**
14 **actual hourly rates.**

15 Under *Chambers*, the Alliance also could recover only the rates that its lawyers
16 *actually* charge—which is the measure of the real-world harm. Counsel represents that
17 partner rates at its firm, UMK, range between \$700 and \$1,450 per hour. Dkt. 1015 at
18 9; Dkt. 1015-1 ¶ 15. But in December 2024, UMK sought attorneys’ fees at a rate of
19 \$700 per hour for partner Matthew Umhofer and rates ranging from \$275 to \$650 per
20 hour for other attorneys at his firm. Hamburger Decl., Ex. C at 41; *see Frlekin v. Apple,*
21 *Inc.*, 979 F.3d 639, 643 n.1 (9th Cir. 2020) (contents of court filings are subject to
22 judicial notice). The Alliance does not submit anything documenting that their rates for
23 partners almost doubled in seven months—and submits nothing documenting the rates
24 for the hours by counsel and associates in their fee application. And this is one of
25 UMK’s “legacy matters” if there ever were one. Dkt. 1015-1 ¶ 15. Assuming an
26 attorney rate of \$700 per hour, a compensatory award for fees incurred because of any
27 noncompliance with the encampment order would be \$98,413 (including \$75,460 for
28 attorney work and \$22,953 billed by legal staff). *See* Hamburger Decl., Ex. A at 19.

1 The Alliance openly seeks more than its “loss resulting from [the City’s] wrong.”
2 *Goodyear*, 581 U.S. at 108. In its view, the City should pay the Alliance the same rate
3 that the City pays its outside counsel in this case. Dkt. 1015 at 8. The Court should
4 reject that argument as the public-relations gimmick that it is. Because the Alliance has
5 expressly tied its fee request to something other than the actual harm to itself and its
6 attorneys, the Alliance makes plain that it does not seek a compensatory award.

7 Nor can the Alliance ignore the *Chambers* framework in favor of the fee-shifting
8 model. Unlike “a standard fee-shifting statute providing ‘reasonable attorneys’ fees,”
9 the “purpose of sanctions is not to reward lawyers for the value of their work.” *Keyes*
10 *Law Firm, LLC v. Napoli*, 120 F.4th 139, 145 (4th Cir. 2024). The focus under
11 *Chambers* is not reasonableness—the touchstone in a typical fees application—but
12 instead “making the victim whole.” *Id.* Within that framework, any sanction imposed
13 on the City “may go no further than to redress the wronged party ‘for losses sustained’
14 and may not impose any additional consequence as punishment for the sanctioned
15 party’s behavior.” *America Unites for Kids*, 985 F.3d at 1089. A compensatory award,
16 then, must be limited to “‘only the portion of fees that [the Alliance] would not have
17 paid but for’ the misconduct.” *Goodyear*, 581 U.S. at 109. For that reason, any award
18 should be calculated using the rates UMK actually would have charged the Alliance.
19 Anything more would not be “‘calibrate[d] to [the] damages caused by’” the
20 sanctionable misconduct. *Id.* at 108.

21 The Alliance is also entitled to far less than it seeks even under its requested rates.
22 Such an award could not exceed \$162,586: the total for hours attributable to the City’s
23 supposed noncompliance with the encampment reduction order calculated at the
24 Alliance’s requested rates. *See* Hamburger Decl., Ex. A at 19.

25 **3. A multiplier is categorically unavailable under *Chambers*.**

26 In addition to seeking a rate nearly double what it sought in a fee application filed
27 just months ago, the Alliance’s counsel asks the Court to impose a 2.5 multiplier on fees
28 calculated at those rates. The Alliance, in other words, seeks almost five times more per

1 hour than the rates it sought just last December. As with its request for an inflated hourly
2 rate, a multiplier would go “further than to redress the [Alliance] ‘for losses sustained’”
3 and would amount to an impermissible “additional amount as punishment for” the City’s
4 supposed noncompliance. *Goodyear*, 581 U.S. at 108. The Alliance’s punitive request
5 for a multiplier on fees awarded as a sanction under *Chambers* is incompatible with the
6 but-for causation standard of *Goodyear*.

7 **4. Future fees are also unavailable under *Chambers*.**

8 The Alliance also makes the extraordinary request for “prospective attorneys’
9 fees.” Dkt. 1015 at 19–21. That request likewise has no grounding in the but-for
10 causation standard of *Chambers*. Again, this Court has inherent power only to award
11 fees that “would not have been incurred except for the misconduct.” *Goodyear*, 581
12 U.S. at 111. The Alliance never explains how any future costs could have been caused
13 by past noncompliance with the Settlement Agreement that this Court adjudicated in
14 June. Needless to say, a court cannot sanction a party based on a prediction of
15 hypothetical future contempt. *Cf. Minority Report* (2002).

16 **5. The same principles limit any award to Paul Webster.**

17 Any fees awarded to the Alliance’s executive director should be similarly
18 circumscribed and eliminate any cost that is not a “but for” cause of its supposed
19 misconduct. *Goodyear*, 581 U.S. at 108. To begin, the Alliance does not represent that
20 it paid out of pocket for Webster’s time working on this matter. And Webster, as a client
21 representative, cannot seek an award “as salary for time spent as a witness in his own
22 litigation” as opposed to “reimbursing [him] for his out-of-pocket costs.” *Kooritzky v.*
23 *Herman*, 178 F.3d 1315, 1322 (D.C. Cir. 1999); *see also Manion v. Am. Airlines, Inc.*,
24 395 F.3d 428, 432 (D.C. Cir. 2004) (party’s “time in attending court proceedings” was
25 not reimbursable to compensate for vexatious litigation).

26 If the Court is inclined to award fees to Mr. Webster, it should award only fees
27 incurred after the March 24, 2025 order was issued, and only a percentage of those fees.
28 Webster’s time entries claim hours supposedly worth \$11,600 between March 24, 2025,

1 and May 30, 2025. *See* Hamburger Decl., Ex. B. Applying the same 25% benchmark
2 for the relative time likely spent on the encampment-reduction issue would yield a
3 maximum sanction of \$2,900 to reimburse the Alliance for the time that Webster spent.

4 **II. Section 1988 does not authorize fee-shifting here.**

5 This Court suggested that a limited fee award could be appropriate as a sanction
6 under the Court’s “‘inherent powers’” if the Alliance is “able to show how [it] ha[s]
7 been harmed by the City’s conduct and the resulting losses.” Dkt. 991 at 58–59. But
8 instead of attempting to prove the costs that it would not have incurred but for
9 sanctionable noncompliance with a court order, the Alliance leads with an entirely
10 different theory supporting its request for all its fees—with multipliers and future fees,
11 no less—under 42 U.S.C. § 1988. Dkt. 1015 at 2–4. Section 1988 does not save the
12 Alliance from its inability to meet its burden to prove recoverable harms under this
13 Court’s inherent powers. The Alliance neither prevailed on its dismissed § 1983 claims
14 nor incurred any fees enforcing § 1983—only the Settlement Agreement. And the
15 Alliance’s request far outstrips a reasonable fee award under § 1988 anyway.

16 **A. The Alliance did not prevail on its § 1983 claims and incurred fees**
17 **litigating a settlement agreement, not § 1983.**

18 Congress has authorized fee-shifting in “any action or proceeding to enforce a
19 provision of” a series of civil-rights statutes, including § 1983. 42 U.S.C. § 1988(b).
20 District courts have discretion to award fees only to “prevailing part[ies]” in such actions
21 to enforce § 1983. *Id.* And a party is prevailing only when, “‘at the end of the suit, or
22 other proceeding, the party who has made a claim against the other, has successfully
23 maintained it.’” *Lackey v. Stinnie*, 145 S. Ct. 659, 667 (2025). So even if the plaintiff
24 gets much or all of what it hoped from filing an action (for example, because a legislature
25 repealed the challenged law), the plaintiff is not a prevailing party when it “stipulate[s]
26 to dismissal” of its § 1983 claim. *Id.* at 665. Section 1988 requires more than just a
27 “favorable resolution of a *dispute*”—“success on a *claim* in a legal *action*.” *Id.* at 670.

28 Section 1988 does not apply to any fees that the Alliance incurred in relation to

1 the parties' Settlement Agreement for the simple reason that the Alliance was not the
2 "prevailing party" on any § 1983 claim. 42 U.S.C. § 1988(b). In its amended complaint,
3 the Alliance asserted four of its 13 claims under § 1983 and invoked the Due Process,
4 Equal Protection, and Takings Clauses. Dkt. 361 ¶¶ 211–26. But the Alliance stipulated
5 that its claims against the City were "hereby dismissed with prejudice as to the City" at
6 the time of the parties' settlement. Dkt. 429-1 at 3; *see* Dkt. 445 (order dismissing
7 Alliance's claims with prejudice). At risk of stating the obvious: Dismissing one's
8 § 1983 claims with prejudice is the *opposite* of prevailing on the claims. *Lackey*, 145
9 S. Ct. at 665, 670. Given that dismissal, the Alliance can't invoke § 1988.

10 In addition to not prevailing on its § 1983 claims, the Alliance also did not incur
11 fees at issue here in any "proceeding to enforce a provision of" § 1983. 42 U.S.C.
12 § 1988(b). The post-dismissal proceeding that culminated in an evidentiary hearing and
13 this Court's post-hearing order was to enforce provisions of the parties' Settlement
14 Agreement, a question that this Court resolved under California law. Dkt. 991 at 29
15 (citing Dkt. 429-1 § 23). While the Alliance might be a prevailing party (albeit only in
16 part) in its action to enforce the Agreement, it did not prevail in enforcing § 1983—or
17 even attempt to do so. The statute that governs fee-shifting for such actions to enforce
18 contracts is not § 1988, but California Civil Code § 1717, which shifts fees only "where
19 the contract specifically provides that attorney's fees and costs, which are incurred to
20 enforce that contract, shall be awarded . . . to the prevailing party." Cal. Civ. Code
21 § 1717(a). Because the Agreement does not provide for attorneys' fees in enforcement
22 actions, the only applicable fee-shifting statute forecloses the Alliance's motion.
23 Dkt. 429-1 § 15; *see* Dkt. 983 at 49; *cf. Parsons v. Ryan*, 949 F.3d 443, 459–60, 467 (9th
24 Cir. 2020) (allowing fees for enforcing settlement that expressly authorized fee-shifting
25 under the rules applicable to § 1988); *Kelly v. Wengler*, 979 F. Supp. 2d 1104, 1117 (D.
26 Idaho 2013) (same).

27 The Alliance relies exclusively on cases involving fee awards under § 1988 to
28 plaintiffs who successfully compelled compliance with consent decrees. Dkt. 1015 at

2–3. But those cases only demonstrate why § 1988 doesn’t apply here. Section 1988 dictates that, “[t]o qualify as a prevailing party, a civil rights plaintiff must obtain at least some relief on the *merits* of his claim.” *Farrar v. Hobby*, 506 U.S. 103, 111 (1992) (emphasis added). A consent decree meets that test because it is “‘subject to the rules generally applicable to other judgments and decrees’” and “‘must further the objectives of the law upon which the complaint was based.’” *Frew v. Hawkins*, 540 U.S. 431, 437 (2004). Because a consent decree is a judgment for the plaintiff, the Supreme Court and the Ninth Circuit have held that plaintiffs who win consent decrees that further the aims of § 1983 can seek fees under § 1988 even though the defendant consented to entry of judgment against itself. *Maher v. Gagne*, 448 U.S. 122, 129 (1980); *Keith v. Volpe*, 833 F.2d 850, 855 (9th Cir. 1987). But while a consent decree is a judgment entered in the plaintiff’s favor, a dismissal with prejudice (even when paired with a settlement agreement) is entered in the defendant’s favor. That is the very distinction that § 1988’s reference to “prevailing party” status makes dispositive.

The Supreme Court’s recent decision in *Lackey* confirms that the theory underlying § 1988 fee awards for consent decrees does not authorize fee-shifting in this case. *Lackey* reiterated that a “court-ordered consent decree” can qualify under § 1988 because “[i]t *conclusively resolves the claim* [under § 1983], bears a judicial *imprimatur*, and may grant enduring relief that materially alters the legal relationship between the parties.” 145 S. Ct. at 671 (first emphasis added). Applying that test, the Court has “only awarded attorney’s fees where the plaintiff has received a judgment on the merits or obtained a court-ordered consent decree.” *Id.* (quoting *Buckhannon Bd. & Care Home, Inc. v. West Virginia Dep’t of Health and Human Resources*, 532 U.S. 598, 605 (2001)). That list doesn’t include dismissals of § 1983 claims as a part of a settlement agreement. Such a dismissal doesn’t conclusively resolve the claim—and certainly not in the *plaintiff’s* favor. *See supra*, at 21. The Alliance’s attempt to expand § 1988 to dismissals paired with settlement agreements defies *Lackey*, which has reinforced the textual limits on fee-shifting under § 1988.

1 In short, this Court already bypassed statutory fee-shifting for a reason:
2 Section 1988 doesn't apply here. The Alliance may not like the limits on this Court's
3 inherent power. But the Alliance can't escape them through § 1988 after dismissing its
4 § 1983 claims with prejudice.

5 **B. Section 1988 does not support the Alliance's fee request in any event.**

6 The Alliance also doesn't even abide by the limitations that would govern any
7 award of fees under § 1988. This Court has no cause to reach the issue because its
8 inherent power is the only potential basis for a fee award. But to avoid any doubt, the
9 City points out that many of the Alliance's shortcomings under *Chambers* also permeate
10 its misdirected § 1988 request.

11 The Alliance seeks fees for many hours that fall outside any proper lodestar
12 method. Section 1988 does not allow a plaintiff to recover a fee "for services on [an]
13 unsuccessful claim." *Hensley v. Eckerhart*, 461 U.S. 424, 435 (1983). This standard
14 can be more forgiving for the party seeking fees than the but-for causation standard that
15 applies to this Court's inherent power. *See supra*, at 13. A prevailing plaintiff is entitled
16 to "fees that the plaintiff reasonably incurred in remedying a breach of his civil rights,"
17 even if he can't show that he incurred those fees litigating *only* a successful claim. *Fox*,
18 563 U.S. at 834; *see id.* at 836 (adopting a stricter "but-for test" when defendants seek
19 fees under § 1988); *see also Goodyear*, 581 U.S. at 109 (adopting same stricter but-for
20 test under *Chambers*). But even under the looser standard applicable to prevailing
21 plaintiffs under § 1988, a substantial portion of the entries on their face bear "no relation
22 to the grant of relief" by this Court. *Fox*, 563 U.S. at 834. The Alliance indiscriminately
23 included time entries spent on tasks where the *City* was the prevailing party, including
24 its withdrawn subpoenas to Mayor Bass and Councilmembers Rodriguez and Park, its
25 rejected request for a receivership, and its failed claims that the City had breached the
26 Roadmap agreement with the County. *See supra*, at 16. The Alliance also block-billed
27 numerous time entries, which justifies "reducing or eliminating [such] claimed hours."
28 *Mendez v. County of San Bernardino*, 540 F.3d 1109, 1129 (9th Cir. 2008).

1 Unlike under this Court’s inherent power, a multiplier can be appropriate under
2 § 1988 in “‘rare’” cases. *Perdue v. Kenny A.*, 559 U.S. 542, 552 (2010); *see, e.g., Kelly*,
3 822 F.3d at 1102. Such cases are rare because there is a “‘strong’” presumption that the
4 lodestar method produces “a fee that is sufficient to induce a capable attorney to
5 undertake the representation of a meritorious civil rights case.” *Perdue*, 559 U.S. at 552.
6 The Alliance hasn’t overcome that strong presumption here for *any* multiplier, much less
7 an astronomical 2.5 multiplier. Because its attorneys (partners, counsel, and associates)
8 are seeking an *overvalued* \$1,295 base rate above the \$700 hourly partner rate they
9 sought last December (and still above the unsubstantiated “standard” \$1,250 hourly rate
10 they now claim for partners), a multiplier wouldn’t have been necessary to induce them
11 to accept representation in this case. Dkt. 1015 at 8–9; *cf. Kelly v. Wengler*, 7 F. Supp.
12 3d 1069, 1083–84 (D. Idaho 2014) (multiplying \$435/hour rate by 2 and \$300/hour rate
13 by 1.3 because the “PLRA-mandated hourly rate is too low to attract competent
14 counsel”), *aff’d*, 822 F.3d at 1104 (affirming based on “inadequacy of the unenhanced
15 PLRA rate”). This Court also cannot enhance fees “based on a factor that is subsumed
16 in the lodestar calculation,” and the Alliance already included the “novelty and
17 complexity of [the] case” as factors supporting the base rate. *Perdue*, 559 U.S. at 553;
18 *see Dkt. 1015 at 8* (defending requested base rate as “appropriate for complex civil
19 litigation in this district”); *id.* at 14–19 (double-counting same considerations in
20 multiplier request); *see also Myles v. County of San Diego*, 2025 WL 1367186, at *5
21 (9th Cir. May 12, 2025) (“risk is already built into the attorneys’ rates”). And it bears
22 remembering that “Section 1988’s aim is to enforce the covered civil rights statutes, not
23 to provide ‘a form of economic relief to improve the financial lot of attorneys’”—
24 especially not lawyers who claim to charge \$1,250/hour and litigate proceedings that
25 don’t even involve the enforcement of any civil-rights statute. *Perdue*, 559 U.S. at 552.

26 Like under this Court’s inherent power, the Alliance’s request for “future fees” is
27 a major overreach under § 1988. The Alliance leads with a case where a district court
28 compensated class counsel from a settlement fund for future work administering the

1 settlement for absent class members—that is, the class members were paying for their
2 own lawyers in advance. *Lindy Bros. Builders, Inc. of Philadelphia v. Am. Radiator &*
3 *Standard Sanitary Corp.*, 540 F.2d 102, 121 (3d Cir. 1976). So *Lindy* did not involve
4 fee-shifting at all and does not support the notion that courts can order defendants to
5 fund their adversaries’ attempts to manufacture future disputes. The other cases cited
6 by the Alliance all involved fee awards for past—not future—monitoring of consent
7 decrees entered to resolve § 1983 claims. *Alliance to End Repression v. City of Chicago*,
8 1994 WL 86690, at *4 (N.D. Ill. Mar. 15, 1994) (1994 award for past monitoring in 1991
9 and 1992); *Keith*, 833 F.3d at 853 (1985 award for “services rendered between 1982 and
10 1984”); *Brewster v. Dukakis*, 786 F.2d 16, 17 (1st Cir. 1986) (1985 award that “covered
11 the period from January 1, 1982 through June 30, 1984”). The Alliance can’t assume
12 that it will be able to prove any hypothetical future breaches, particularly when the Court
13 rejected most of the Alliance’s contentions in its post-hearing order. Dkt. 991 at 39 (no
14 breach of MOU with County); *id.* at 42 (no breach from City’s policy decision to
15 prioritize “permanent supportive housing”); *id.* at 46–48 (Inside Safe beds properly
16 count); *id.* at 54–56 (§ 8.2 paused City’s obligation under Settlement Agreement); *id.* at
17 59–61 (no receivership). Although the Alliance could have tried to negotiate for a future
18 stream of cash to fill its coffers, the Alliance and the City instead agreed that they “shall
19 bear their own fees and costs in this Action” except as provided in the Settlement
20 Agreement. Dkt. 429-1 at 3; *see id.* § 15 (not authorizing fee-shifting for enforcement
21 of Agreement). The Alliance can’t rewrite the bargain it struck with the City after the
22 fact.

23 CONCLUSION

24 The Court should deny the Alliance’s motion for attorneys’ fees. In the event that
25 the Court awards any fees, the amount should be no more than \$98,413.

1 DATED: August 15, 2025

Respectfully submitted,

2 GIBSON, DUNN & CRUTCHER LLP

3
4 By: /s/ Theane Evangelis

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CITY OF LOS ANGELES

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

LA ALLIANCE FOR HUMAN RIGHTS,
et al.,

Plaintiffs,

v.

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

Defendant.

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

**DECLARATION OF BRADLEY J.
HAMBURGER IN SUPPORT OF
DEFENDANT CITY OF LOS
ANGELES'S OPPOSITION TO LA
ALLIANCE'S MOTION FOR
ATTORNEYS' FEES**

Honorable David O. Carter,
United States District Judge

Action Filed: March 10, 2020

DECLARATION OF BRADLEY J. HAMBURGER
2:20-cv-02291 DOC (KES)

1 I, Bradley J. Hamburger, declare as follows:

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

8 2. At my direction, members of my team converted the time entries for
9 Umhofer, Mitchell & King LLP and Paul Webster submitted in support of the Alliance's
10 motion from PDF to Excel format (specifically, Dkt. 1015-1 at 10–42 and 47–50). At
11 my direction, members of my team reviewed that data and marked entries that were (1)
12 for work performed before March 24, 2025 (the day the Court issued the encampment-
13 reduction order), (2) for work clearly unrelated to enforcement of the encampment-
14 reduction order, and (3) so heavily redacted that it was not possible to discern what work
15 was performed. At my direction, members of my team removed each marked entry from
16 the hour and fee subtotals and calculated fees for attorneys' work at both the Alliance's
17 requested rate of \$1,295 per hour and its typical rate of \$700 per hour. At my direction,
18 members of my team calculated 25 percent of the attorneys' hours subtotal and
19 multiplied that number by UMK's typical \$700 rate. My team also calculated 25 percent
20 of UMK's requested fees for non-attorneys. Added together, these numbers represent
21 the maximum share of fees incurred that were related to the encampment-reduction
22 order. I then personally reviewed the resulting documents for accuracy, which are
23 attached as Exhibit A and Exhibit B.

24 3. Attached as **Exhibit A** is a true and correct copy of the Alliance's summary
25 of UMK's billing submitted in support of its motion with entries unrelated to the
26 encampment-reduction order removed from the subtotal as described above.

27 4. Attached as **Exhibit B** is a true and correct copy of the Alliance's summary
28 of Paul Webster's billing submitted in support of its motion with entries unrelated to the

1 encampment-reduction order removed from the subtotal as described above.

2 5. Attached as **Exhibit C** is a true and correct copy of a motion for attorneys'
3 fees filed by UMK in *Van Steenwyk v. Van Steenwyk*, 2:20-cv-02375-FLA-AJR_x, Dkt.
4 644 on December 13, 2024.

5 I declare under penalty of perjury under the laws of the United States of America
6 that the foregoing is true and correct, and that I executed this Declaration at Los Angeles,
7 California. Executed this 15th day of August, 2025.

8
9 
10 _____
Bradley J. Hamburger

EXHIBIT A

Removed Entries

Date	Service Item	Time	Description	Rate	Total
05/01/2024	Elizabeth Mitchell	1	Review status reports	\$1,295.00	\$1,295.00
05/01/2024	Matthew Umhofer	2	Review documents and prep for hearing, strategize re: same	\$1,295.00	\$2,590.00
05/02/2024	Elizabeth Mitchell	0.7	Draft and circulate agenda for upcoming meeting	\$1,295.00	\$906.50
05/02/2024	Elizabeth Mitchell	4	Travel to/from, attend pre-hearing meeting and hearing	\$1,295.00	\$5,180.00
05/02/2024	Elizabeth Mitchell	0.9	Calls with MR, Paul Webster, Michele Martinez, Matt Umhofer re ongoing City issues	\$1,295.00	\$1,165.50
05/02/2024	Matthew Umhofer	0.2	Call with E. Mitchell	\$1,295.00	\$259.00
05/03/2024	Elizabeth Mitchell	0.4	Calls with M. Martinez and T. Campbell re audit	\$1,295.00	\$518.00
05/06/2024	Madeline Matson	0.1	Review civil minutes to determine and circulate relevant materials with attorney team	\$500.00	\$50.00
05/06/2024	Elizabeth Mitchell	0.5	Communications re audit-related information	\$1,295.00	\$647.50
05/08/2024	Elizabeth Mitchell	0.5	Review P. Webster comments re county report	\$1,295.00	\$647.50
05/10/2024	Elizabeth Mitchell	0.4	Review and edit strategic communications	\$1,295.00	\$518.00
05/13/2024	Diane Bang	0.3	Review Comments to LA County's Report for filing	\$1,295.00	\$388.50
05/24/2024	Elizabeth Mitchell	0.7	Confer re audit re witness interviews	\$1,295.00	\$906.50
05/28/2024	Elizabeth Mitchell	0.5	Communications with team re city settlement enforcement	\$1,295.00	\$647.50
05/28/2024	Matthew Umhofer	0.4	Communications with team re: city settlement	\$1,295.00	\$518.00
05/29/2024	Elizabeth Mitchell	1	Communications with team and contacts re HMIS documentation	\$1,295.00	\$1,295.00
05/31/2024	Elizabeth Mitchell	1.2	Emails with audit team re status and next steps	\$1,295.00	\$1,554.00
05/31/2024	Matthew Umhofer	1.2	Review docs and strategize re: audit issues	\$1,295.00	\$1,554.00
06/03/2024	Madeline Matson	0.3	Review civil minutes and associated documents to determine and circulate relevant materials with attorney team.	\$500.00	\$150.00
06/03/2024	Elizabeth Mitchell	0.5	Review audit-related data requests and interview questions	\$1,295.00	\$647.50
06/03/2024	Elizabeth Mitchell	0.6	Calls with C. B. and D. Steier re ongoing city issues	\$1,295.00	\$777.00
06/03/2024	Matthew Umhofer	1.5	Review documents and strategize re: audit	\$1,295.00	\$1,942.50
06/04/2024	Madeline Matson	0.2	Review civil minutes to determine and circulate relevant materials with attorney team.	\$500.00	\$100.00
06/04/2024	Elizabeth Mitchell	1.2	Meeting with Audit working group	\$1,295.00	\$1,554.00
06/05/2024	Elizabeth Mitchell	0.5	Review comments re A&M assessment	\$1,295.00	\$647.50
06/05/2024	Elizabeth Mitchell	1.5	Participate in Audit committee meeting; debrief re same	\$1,295.00	\$1,942.50
06/05/2024	Elizabeth Mitchell	1.6	Prep for Hearing	\$1,295.00	\$2,072.00
06/05/2024	Elizabeth Mitchell	0.5	Call with P. Webster re status and strategy	\$1,295.00	\$647.50
06/05/2024	Matthew Umhofer	1.4	Review documents and prep for hearing	\$1,295.00	\$1,813.00
06/06/2024	Madeline Matson	0.3	Review minutes of status conference to determine and circulate relevant material with attorney team.	\$500.00	\$150.00
06/06/2024	Elizabeth Mitchell	9	Travel to/from, attending hearing	\$1,295.00	\$11,655.00
06/10/2024	Elizabeth Mitchell	1	Prep for and attend City meeting	\$1,295.00	\$1,295.00
06/10/2024	Matthew Umhofer	0.7	Review documents and communications re: city meeting	\$1,295.00	\$906.50
06/11/2024	Elizabeth Mitchell	0.3	Communications re audit committee	\$1,295.00	\$388.50
06/13/2024	Jon Powell	3	Prepare a chart in excel [Redacted], deliver to E. Mitchell via email for review and discussion	\$500.00	\$1,500.00
06/13/2024	Elizabeth Mitchell	0.5	Review audit information and communications with audit team	\$1,295.00	\$647.50
06/18/2024	Matthew Umhofer	0.8	Communications re: audit, review documents re: same	\$1,295.00	\$1,036.00
06/19/2024	Elizabeth Mitchell	0.5	Review data and strategize re audit issues	\$1,295.00	\$647.50
06/20/2024	Madeline Matson	0.3	Review related case order to determine trial related dates and deadline to circulate with E. Mitchell	\$500.00	\$150.00
06/21/2024	Elizabeth Mitchell	0.4	Advise [Redacted]	\$1,295.00	\$518.00
06/21/2024	Elizabeth Mitchell	0.9	Review and advise re strategic communications	\$1,295.00	\$1,165.50
06/23/2024	Elizabeth Mitchell	3.5	Skid Row trip	\$1,295.00	\$4,532.50
06/25/2024	Madeline Matson	0.3	Prepare combined hearing transcript for P. Webster	\$500.00	\$150.00
06/25/2024	Elizabeth Mitchell	0.5	Call with P. Webster re status and strategy	\$1,295.00	\$647.50
06/26/2024	Madeline Matson	0.3	Review order re judge and SMs to determine and circulate relevant materials with attorney team.	\$500.00	\$150.00
06/26/2024	Elizabeth Mitchell	0.3	Call with M. Martinez re status	\$1,295.00	\$388.50
06/26/2024	Elizabeth Mitchell	0.5	Advise re white paper re settlement progress	\$1,295.00	\$647.50
06/27/2024	Madeline Matson	0.2	Review order setting 6/28 hearing to determine and circulate relevant materials with attorney team.	\$500.00	\$100.00
06/27/2024	Elizabeth Mitchell	1.2	Audit interview strategy discussion	\$1,295.00	\$1,554.00
06/28/2024	Elizabeth Mitchell	0.5	Communications re audit	\$1,295.00	\$647.50
07/01/2024	Elizabeth Mitchell	1.5	Meeting with A&M re audit	\$1,295.00	\$1,942.50
07/01/2024	Elizabeth Mitchell	0.5	Advise re strategy	\$1,295.00	\$647.50
07/01/2024	Elizabeth Mitchell	0.7	Communications re audit	\$1,295.00	\$906.50
07/01/2024	Matthew Umhofer	1.1	Communications and review documents re: audit	\$1,295.00	\$1,424.50
07/03/2024	Madeline Matson	0.6	Prepare updated combined transcript document and deliver to E. Mitchell and P. Webster.	\$500.00	\$300.00

07/08/2024	Madeline Matson	0.6	Prep for and zoom with P. Webster to troubleshoot combined transcript document.	\$500.00	\$300.00
07/09/2024	Elizabeth Mitchell	3	Edit juice white paper re City housing	\$1,295.00	\$3,885.00
07/09/2024	Elizabeth Mitchell	0.3	Call with P. Webster re status and strategy	\$1,295.00	\$388.50
07/10/2024	Elizabeth Mitchell	0.4	Review security video; strategize re same	\$1,295.00	\$518.00
07/11/2024	Elizabeth Mitchell	2.5	Meet with city re agreement; meeting with team re strategy prep re same	\$1,295.00	\$3,237.50
07/15/2024	Elizabeth Mitchell	0.8	Review safe and Clean streets initiative; calls with MM and P. Webster re same	\$1,295.00	\$1,036.00
07/16/2024	Elizabeth Mitchell	0.2	Call with P. Webster re status and strategy	\$1,295.00	\$259.00
07/22/2024	Jon Powell	1	Update City of LA tracking chart based on the newest quarterly report	\$500.00	\$500.00
07/22/2024	Elizabeth Mitchell	0.7	Call with E. Solivan re San Jose housing; research re same	\$1,295.00	\$906.50
07/23/2024	Elizabeth Mitchell	1.5	Research and synthesize ongoing oversight issues	\$1,295.00	\$1,942.50
07/23/2024	Elizabeth Mitchell	0.9	Call with D. Conway re status and strategy	\$1,295.00	\$1,165.50
07/23/2024	Matthew Umhofer	0.9	Review documents and strategize re: city accountability	\$1,295.00	\$1,165.50
07/24/2024	Diane Bang	0.7	Call E. Mitchell re case background; review relevant materials for upcoming listening session	\$1,295.00	\$906.50
07/24/2024	Elizabeth Mitchell	0.5	Call with D. Bang re status and strategy	\$1,295.00	\$647.50
07/25/2024	Diane Bang	0.5	Review settlement agreements	\$1,295.00	\$647.50
07/26/2024	Elizabeth Mitchell	0.3	Call with P. Webster re status and strategy	\$1,295.00	\$388.50
07/29/2024	Diane Bang	2.5	Attend listening session	\$1,295.00	\$3,237.50
07/30/2024	Elizabeth Mitchell	0.5	Call with M. Umhofer re LA Alliance debrief; communications with team re same	\$1,295.00	\$647.50
07/30/2024	Matthew Umhofer	0.6	Analyze issues re: city compliance	\$1,295.00	\$777.00
07/30/2024	Matthew Umhofer	0.7	Call with E. Mitchell re: status update	\$1,295.00	\$906.50
08/02/2024	Elizabeth Mitchell	1	Review dockets	\$1,295.00	\$1,295.00
08/07/2024	Elizabeth Mitchell	0.3	Strategic communications re city lack of progress	\$1,295.00	\$388.50
08/07/2024	Elizabeth Mitchell	0.7	Strategize re [Redacted]	\$1,295.00	\$906.50
08/07/2024	Elizabeth Mitchell	1	Housing and Homelessness Committee	\$1,295.00	\$1,295.00
08/09/2024	Elizabeth Mitchell	1.5	Strategize re [Redacted]	\$1,295.00	\$1,942.50
08/09/2024	Elizabeth Mitchell	0.8	Calls with D. Conway and P. Webster re status and strategy	\$1,295.00	\$1,036.00
08/13/2024	Jon Powell	2.5	Review and analyze the City's most recent status report and prepare [Redacted]	\$500.00	\$1,250.00
08/13/2024	Diane Bang	1.8	Confer with E. Mitchell re demand letter to the City; review documents related to milestones and goals; draft demand letter	\$1,295.00	\$2,331.00
08/13/2024	Elizabeth Mitchell	2.6	Review reports and compare to settlement agreements; research [Redacted]; assign demand letter; prep for and attend call with City	\$1,295.00	\$3,367.00
08/13/2024	Elizabeth Mitchell	0.7	Prep for and call with City re county issues	\$1,295.00	\$906.50
08/15/2024	Elizabeth Mitchell	1.5	Strategize re [Redacted]	\$1,295.00	\$1,942.50
08/15/2024	Elizabeth Mitchell	1.6	Edit draft demand letter	\$1,295.00	\$2,072.00
08/16/2024	Madeline Matson	0.3	Prepare and deliver demand letter to City of LA	\$500.00	\$150.00
08/19/2024	Elizabeth Mitchell	0.5	Communications with City	\$1,295.00	\$647.50
08/19/2024	Matthew Umhofer	1.3	Review city status reports and analyze issues re: same	\$1,295.00	\$1,683.50
08/20/2024	Elizabeth Mitchell	0.5	Communications with special masters	\$1,295.00	\$647.50
08/21/2024	Elizabeth Mitchell	0.8	Review and comment re ;[Redacted] strategize re same	\$1,295.00	\$1,036.00
08/21/2024	Elizabeth Mitchell	1.5	Prep for and attend meet-and-confer with city; communications with special master re same	\$1,295.00	\$1,942.50
08/22/2024	Jon Powell	0.8	Reveiw and analyze the city's status report for the fourth quarter, enter details into our chart of progress, deliver results of the review to team via email for review and discussion	\$500.00	\$400.00
08/22/2024	Madeline Matson	0.2	Review order regarding data requests; deliver materials to attorney team	\$500.00	\$100.00
08/22/2024	Diane Bang	0.2	Review minute order re data requests; review correspondence re dispute resolution	\$1,295.00	\$259.00
08/22/2024	Elizabeth Mitchell	0.3	Communications re dispute resolution	\$1,295.00	\$388.50
08/22/2024	Matthew Umhofer	0.6	Analyze issues re: meet and confer with city	\$1,295.00	\$777.00
08/23/2024	Elizabeth Mitchell	0.5	Call with D. Conway re status and strategy	\$1,295.00	\$647.50
08/26/2024	Jon Powell	0.5	Pull status reports for M. Umhofer and deliver to him via email	\$500.00	\$250.00
08/26/2024	Elizabeth Mitchell	1	Draft prep email with relevant docs in preparation for the meet and confer with city and county	\$1,295.00	\$1,295.00
08/27/2024	Diane Bang	2.8	Attend dispute resolution Zoom meeting; review communications from E. Mitchell re current issues to prep for same; post-meeting communications with E. Mitchell and M. Umhofer re same	\$1,295.00	\$3,626.00
08/27/2024	Elizabeth Mitchell	0.5	Communications re meet and confer	\$1,295.00	\$647.50
08/28/2024	Diane Bang	0.4	Review communications from E. Mitchell re city and county dispute resolution meeting and issues for status hearing	\$1,295.00	\$518.00
08/28/2024	Elizabeth Mitchell	2.3	Meeting w county, city, special masters; follow up call with M. Martinez re same; communications with team re same	\$1,295.00	\$2,978.50
08/29/2024	Diane Bang	5	Attend status hearing; post-hearing communications with E. Mitchell and M. Umhofer; travel to and from the courthouse	\$1,295.00	\$6,475.00

Removed Entries

08/29/2024	Elizabeth Mitchell	5	Prep for, drive to/from, attend hearing	\$1,295.00	\$6,475.00
08/29/2024	Matthew Umhofer	5	Prepared for and attended hearing	\$1,295.00	\$6,475.00
08/29/2024	Matthew Umhofer	4.1	Attend hearing prep for same and follow up	\$1,295.00	\$5,309.50
08/30/2024	Diane Bang	0.6	Confer with E. Mitchell re motions for compliance against city and county; review communications with opposing counsel re same	\$1,295.00	\$777.00
08/30/2024	Elizabeth Mitchell	1.2	Communications with team re motions to enforce	\$1,295.00	\$1,554.00
08/30/2024	Elizabeth Mitchell	0.4	Call with P. Webster and D. Conway re status and strategy	\$1,295.00	\$518.00
08/30/2024	Matthew Umhofer	1	Review documents and analyze issues re: city compliance	\$1,295.00	\$1,295.00
09/03/2024	Diane Bang	0.2	Review minute order from August 29 hearing	\$1,295.00	\$259.00
09/03/2024	Elizabeth Mitchell	0.8	Emails with county attorney re ongoing issues	\$1,295.00	\$1,036.00
09/03/2024	Elizabeth Mitchell	0.5	Prep for and call with City attorneys re county and city issues	\$1,295.00	\$647.50
09/03/2024	Matthew Umhofer	1.1	Review documents and analyze issues re: city compliance	\$1,295.00	\$1,424.50
09/04/2024	Jon Powell	4.1	Review and analyze the motion for order re City compliance for citations to record cites and case law, prepare mark up of suggestions, deliver to E. Mitchell via email for review and discussion, prepare a draft declaration, and finalize all documents for filing, deliver to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$2,050.00
09/04/2024	Madeline Matson	0.2	Review motion for settlement compliance order; deliver relevant materials to attorney team	\$500.00	\$100.00
09/04/2024	Elizabeth Mitchell	2.1	Draft motion to compel (City)	\$1,295.00	\$2,719.50
09/04/2024	Elizabeth Mitchell	1.8	Finalize both motions for filing	\$1,295.00	\$2,331.00
09/04/2024	Matthew Umhofer	1.4	Review and comment on brief	\$1,295.00	\$1,813.00
09/05/2024	Madeline Matson	0.3	Review notice and transcript of proceedings; deliver to attorney team	\$500.00	\$150.00
09/10/2024	Madeline Matson	0.3	Review minute order to target action items and circulate with team	\$500.00	\$150.00
09/10/2024	Elizabeth Mitchell	0.5	Review minute orders from court and discuss with team	\$1,295.00	\$647.50
09/10/2024	Matthew Umhofer	0.3	Review minute orders, strategize re: same	\$1,295.00	\$388.50
09/11/2024	Madeline Matson	0.2	Review City of LA opposition to determine action items and circulate with team	\$500.00	\$100.00
09/12/2024	Madeline Matson	0.2	Review City of LA proposed bed plan and associated documents to target action items and circulate with team	\$500.00	\$100.00
09/12/2024	Diane Bang	0.3	Review City's opposition to motion for compliance with settlement agreement	\$1,295.00	\$388.50
09/12/2024	Elizabeth Mitchell	0.6	Review City of LA bed plan	\$1,295.00	\$777.00
09/12/2024	Elizabeth Mitchell	0.7	Calls with M. Martinez and P. Webster	\$1,295.00	\$906.50
09/13/2024	Diane Bang	0.6	Review City's bed plan and meet and confer communications re same	\$1,295.00	\$777.00
09/13/2024	Elizabeth Mitchell	0.9	Draft email to city re offer to compromise	\$1,295.00	\$1,165.50
09/13/2024	Matthew Umhofer	0.5	Analyze issues re: city compromise and compliance	\$1,295.00	\$647.50
09/17/2024	Diane Bang	0.4	Review communications with client re City's obligations	\$1,295.00	\$518.00
09/18/2024	Jon Powell	2.1	Review and analyze the reply in support of motion for compliance for the City for case law and record citations, deliver mark up in track changes to E, Mitchell via email for review and discussion file and serve via ECF	\$500.00	\$1,050.00
09/18/2024	Madeline Matson	0.2	Review reply in support of order to target action items and circulate with team	\$500.00	\$100.00
09/18/2024	Madeline Matson	0.3	Review minute order to target action items and circulate with team	\$500.00	\$150.00
09/18/2024	Elizabeth Mitchell	3.5	Draft reply ISO motion to compel city compliance	\$1,295.00	\$4,532.50
09/18/2024	Elizabeth Mitchell	0.9	Calls with P. Webster and M. Umhofer re status and strategy	\$1,295.00	\$1,165.50
09/18/2024	Matthew Umhofer	0.7	Review and comment on brief	\$1,295.00	\$906.50
09/18/2024	Matthew Umhofer	0.6	Call with E. Mitchell re status and strategy	\$1,295.00	\$777.00
09/19/2024	Elizabeth Mitchell	0.5	Strategize re [Redacted]	\$1,295.00	\$647.50
09/19/2024	Elizabeth Mitchell	0.5	Review and comment re MOU	\$1,295.00	\$647.50
09/20/2024	Elizabeth Mitchell	0.3	Call with M. Umhofer re strategy	\$1,295.00	\$388.50
09/20/2024	Matthew Umhofer	0.3	Call with E. Mitchell re strategy	\$1,295.00	\$388.50
09/23/2024	Madeline Matson	0.2	Review amended exhibit, target action items and circulate with team	\$500.00	\$100.00
09/23/2024	Elizabeth Mitchell	0.8	Call with auditors	\$1,295.00	\$1,036.00
09/23/2024	Elizabeth Mitchell	1.5	Communications with auditors, UMK team re status and next steps	\$1,295.00	\$1,942.50
09/26/2024	Madeline Matson	0.2	Review City of LA response to target action items and circulate with team	\$500.00	\$100.00
10/01/2024	Madeline Matson	0.2	Review letter from K. Leon to target action items and circulate with team	\$500.00	\$100.00
10/01/2024	Elizabeth Mitchell	0.5	Call with M. Umhofer re status and strategy	\$1,295.00	\$647.50
10/01/2024	Matthew Umhofer	1.3	Strategize re: court order, call with E. Mitchell re: same: prep for hearing	\$1,295.00	\$1,683.50
10/02/2024	Madeline Matson	0.2	Review letter from Supervisor Solis to target action items and circulate with team	\$500.00	\$100.00
10/02/2024	Diane Bang	0.3	Confer with M. Umhofer re today's hearing and next steps; review filing from Supervisor H. Solis	\$1,295.00	\$388.50
10/02/2024	Elizabeth Mitchell	5	Prep for travel to and from, attend hearing; debrief re same	\$1,295.00	\$6,475.00
10/02/2024	Elizabeth Mitchell	0.2	Review notes re housing and homelessness committee	\$1,295.00	\$259.00
10/02/2024	Matthew Umhofer	5	Prepare for and attended hearing	\$1,295.00	\$6,475.00
10/03/2024	Madeline Matson	0.3	Review minute order to target action items/deadlines and circulate with team	\$500.00	\$150.00

Removed Entries

10/03/2024	Diane Bang	0.4	Review court's minute order and communications with counsel for County re next steps	\$1,295.00	\$518.00
10/03/2024	Diane Bang	0.8	Attend call with City re bed plan; post-call conference with M. Umhofer and E. Mitchell	\$1,295.00	\$1,036.00
10/03/2024	Elizabeth Mitchell	1.1	Call with LAAHR team re status and strategy	\$1,295.00	\$1,424.50
10/03/2024	Elizabeth Mitchell	1.7	Review response emails re listening session; strategize re same	\$1,295.00	\$2,201.50
10/03/2024	Elizabeth Mitchell	0.7	Prep for, call with City re Roadmap beds	\$1,295.00	\$906.50
10/03/2024	Matthew Umhofer	0.7	Review docs and analyze issues re: Roadmap	\$1,295.00	\$906.50
10/04/2024	Jon Powell	2	Review and analyze the response to proposed City bed plan for citations to the record and authorities, deliver to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$1,000.00
10/04/2024	Madeline Matson	0.2	Review transcript and associated filings to target action items and circulate with team	\$500.00	\$100.00
10/04/2024	Elizabeth Mitchell	1.1	Draft Plaintiffs' Response re Bed Plan: coordinate e-filing	\$1,295.00	\$1,424.50
10/07/2024	Matthew Umhofer	1	Prep for hearing	\$1,295.00	\$1,295.00
10/07/2024	Matthew Umhofer	1	Prepare for hearing, review documents	\$1,295.00	\$1,295.00
10/08/2024	Madeline Matson	0.2	Review order selecting courtroom to target action items and circulate with team	\$500.00	\$100.00
10/08/2024	Diane Bang	0.2	Confer with M. Umhofer re hearing on City's bed plan	\$1,295.00	\$259.00
10/08/2024	Elizabeth Mitchell	4	Travel to/from, prep for, attend hearing	\$1,295.00	\$5,180.00
10/08/2024	Elizabeth Mitchell	2.5	Meeting with M. Martinez re [Redacted]	\$1,295.00	\$3,237.50
10/08/2024	Matthew Umhofer	4	Prepare for and attend hearing; strategize re next steps	\$1,295.00	\$5,180.00
10/09/2024	Madeline Matson	1	Meet with T. Campbell and P. Webster to discuss next steps and review outline	\$500.00	\$500.00
10/09/2024	Elizabeth Mitchell	1.7	Prep for, attend meet and confer with County, City	\$1,295.00	\$2,201.50
10/09/2024	Elizabeth Mitchell	1	Meeting with M. Matson, Paul, Tim re [Redacted]	\$1,295.00	\$1,295.00
10/09/2024	Matthew Umhofer	1.3	Communication regarding city bed plan regarding same	\$1,295.00	\$1,683.50
10/10/2024	Madeline Matson	0.2	Communicate with E. Mitchell on materials to incorporate into flowchart outline	\$500.00	\$100.00
10/10/2024	Madeline Matson	0.2	Review hearing transcript and associated filings to target action items and circulate with team	\$500.00	\$100.00
10/10/2024	Elizabeth Mitchell	0.5	Call with M. Umhofer re status and strategy	\$1,295.00	\$647.50
10/10/2024	Elizabeth Mitchell	0.9	Review [Redacted]; call with M. Umhofer re same	\$1,295.00	\$1,165.50
10/10/2024	Matthew Umhofer	0.5	Call with E. Mitchell re: strategy and status	\$1,295.00	\$647.50
10/11/2024	Elizabeth Mitchell	0.7	Strategize re hearing; review Pasadena CES	\$1,295.00	\$906.50
10/11/2024	Elizabeth Mitchell	0.4	Follow up from meet and confer	\$1,295.00	\$518.00
10/14/2024	Madeline Matson	0.3	Create update hearing transcript binder and deliver to P. Webster	\$500.00	\$150.00
10/14/2025	Madeline Matson	4.2	Review and incorporate various sources into outline and deliver to E. Mitchell	\$500.00	\$2,100.00
10/14/2025	Elizabeth Mitchell	1.9	Review and comment re LA Alliance outline (M. Matson)	\$1,295.00	\$2,460.50
10/15/2025	Madeline Matson	0.2	Communicate with E. Mitchell re current outline status	\$500.00	\$100.00
10/15/2025	Diane Bang	0.2	Review meet and confer communications with City and County	\$1,295.00	\$259.00
10/15/2025	Elizabeth Mitchell	1.1	Review and comment re LA Alliance outline (M. Matson)	\$1,295.00	\$1,424.50
10/15/2025	Elizabeth Mitchell	3.2	Draft outline of issues for court; review and comment on presentation slides	\$1,295.00	\$4,144.00
10/15/2025	Matthew Umhofer	3.3	Pep powerpoint for hearing	\$1,295.00	\$4,273.50
10/15/2025	Matthew Umhofer	0.5	Call with E. Mitchell re: prep	\$1,295.00	\$647.50
10/16/2025	Diane Bang	3.7	Attend hearing on bed plan review; travel to and from courthouse	\$1,295.00	\$4,791.50
10/16/2025	Elizabeth Mitchell	5	Prep for, travel to and from, attend hearing	\$1,295.00	\$6,475.00
10/16/2025	Elizabeth Mitchell	1.2	Calls with M. Martinez (.5), P. Webster (.5), and M. Umhofer (.2)	\$1,295.00	\$1,554.00
10/16/2025	Matthew Umhofer	3.6	Prep review and revise presentation for hearing	\$1,295.00	\$4,662.00
10/16/2025	Matthew Umhofer	4	Prepared for and attended hearing	\$1,295.00	\$5,180.00
10/16/2025	Matthew Umhofer	0.2	Call with E. Mitchell	\$1,295.00	\$259.00
10/16/2025	Matthew Umhofer	2.3	Strategize regarding hearing	\$1,295.00	\$2,978.50
10/17/2025	Jon Powell	0.5	Draft notice of filing presentation, deliver to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$250.00
10/17/2025	Madeline Matson	0.7	Draft and file D. Bang notice of appearance	\$500.00	\$350.00
10/17/2025	Elizabeth Mitchell	0.3	Communicate with E. Mitchell regarding [Redacted]	\$500.00	\$150.00
10/17/2025	Elizabeth Mitchell	0.2	Call with M. Umhofer re status and strategy	\$1,295.00	\$259.00
10/17/2025	Elizabeth Mitchell	0.7	Prep powerpoint presentation for filing; coordinate filing re same	\$1,295.00	\$906.50
10/17/2025	Elizabeth Mitchell	1.5	Strategize re and communications re evidentiary hearing	\$1,295.00	\$1,942.50
10/17/2025	Matthew Umhofer	0.2	Call with E. Mitchell re: strategy and status	\$1,295.00	\$259.00
10/18/2025	Madeline Matson	0.2	Review notice of filing presentation to target action items and circulate with team	\$500.00	\$100.00
10/18/2025	Madeline Matson	0.3	Review minute order to target action items and circulate with team	\$500.00	\$150.00
10/18/2025	Madeline Matson	0.3	Review City of LA quarterly status reports to target action items	\$500.00	\$150.00
10/18/2025	Diane Bang	0.6	Review quarterly status reports, minute order re evidentiary hearing, and communications from counsel re same	\$1,295.00	\$777.00

10/18/2025	Elizabeth Mitchell	0.3	Call with P. Webster re status and strategy	\$1,295.00	\$388.50
10/18/2025	Elizabeth Mitchell	0.5	Listen to Housing and Homelessness committee for evidentiary value	\$1,295.00	\$647.50
10/18/2024	Elizabeth Mitchell	1	Strategize re evidentiary hearing	\$1,295.00	\$1,295.00
10/18/2024	Matthew Umhofer	1	Analyze issues re: evidentiary hearing	\$1,295.00	\$1,295.00
10/21/2024	Madeline Matson	0.2	Review civil minutes to target action items and circulate with team	\$500.00	\$100.00
10/21/2024	Elizabeth Mitchell	0.4	Strategize with M. Umhofer re evidentiary hearing	\$1,295.00	\$518.00
10/21/2024	Elizabeth Mitchell	2	Prep for evidentiary hearing	\$1,295.00	\$2,590.00
10/21/2024	Matthew Umhofer	1.1	Prep for evidentiary hearing, strategize with E. Mitchell re: same	\$1,295.00	\$1,424.50
10/22/2024	Jon Powell	0.8	Finalize the witness list for the evidentiary hearing, deliver to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$400.00
10/22/2024	Madeline Matson	0.3	Review minute order on audit extension to target action items and circulate with team	\$500.00	\$150.00
10/22/2024	Madeline Matson	0.3	Communication with E. Mitchell and service providers regarding [Redacted]	\$500.00	\$150.00
10/22/2024	Madeline Matson	2	Prepare and deliver draft of 2024-10-16 city committee transcript to E. Mitchell	\$500.00	\$1,000.00
10/22/2024	Diane Bang	0.2	Review witness list for evidentiary hearing	\$1,295.00	\$259.00
10/22/2024	Elizabeth Mitchell	1.5	Communications re witnesses; draft and coordinate e-filing of witness list	\$1,295.00	\$1,942.50
10/22/2024	Elizabeth Mitchell	0.8	Research; Draft responses to A&M questions	\$1,295.00	\$1,036.00
10/22/2024	Elizabeth Mitchell	1.4	Review and anotate housing and homelessness committee	\$1,295.00	\$1,813.00
10/22/2024	Elizabeth Mitchell	0.7	Communications re anticipated testimony at hearing	\$1,295.00	\$906.50
10/23/2024	Madeline Matson	4.7	Travel to and from, and participate in meeting with Hope the Mission outreach workers	\$500.00	\$2,350.00
10/23/2024	Madeline Matson	0.2	Review Alliance witness list to target action items and circulate with team	\$500.00	\$100.00
10/23/2024	Madeline Matson	0.8	Review, edit, and deliver notes from meeting with Hope the Mission to E. Mitchell and P. Webster	\$500.00	\$400.00
10/23/2024	Madeline Matson	4.7	Edit and finalize 2024-10-16 city committee meeting transcript and deliver to E. Mitchell and P. Webster	\$500.00	\$2,350.00
10/23/2024	Elizabeth Mitchell	3.5	Travel to/from, attend listening session at Hope the Mission	\$1,295.00	\$4,532.50
10/23/2024	Elizabeth Mitchell	0.7	Strategize with P. Webster re status	\$1,295.00	\$906.50
10/23/2024	Elizabeth Mitchell	1.2	Meeting with A&M	\$1,295.00	\$1,554.00
10/23/2024	Matthew Umhofer	2.5	Evidentiary hearing prep	\$1,295.00	\$3,237.50
10/24/2024	Jon Powell	0.5	Finalize the request for clarification, deliver final pdf to E. Mitchell via email for approval, file and serve via ECF	\$500.00	\$250.00
10/24/2024	Madeline Matson	0.3	Review and discuss notes from Hope the Mission field visit with T. Campbell and P. Webster	\$500.00	\$150.00
10/24/2024	Madeline Matson	0.2	Review notice of filing minutes to target action items and circulate with team	\$500.00	\$100.00
10/24/2024	Madeline Matson	0.2	Review Alliance request for clarification to target action items and circulate with team	\$500.00	\$100.00
10/24/2024	Diane Bang	0.3	Review filings related to evidentiary hearing on Friday	\$1,295.00	\$388.50
10/24/2024	Elizabeth Mitchell	9.5	Evidentiary hearing prep – draft outlines	\$1,295.00	\$12,302.50
10/24/2024	Elizabeth Mitchell	1.5	Research and draft request for clarification re witnesses	\$1,295.00	\$1,942.50
10/25/2024	Madeline Matson	0.3	Communication with outreach providers re meeting on [Redacted]	\$500.00	\$150.00
10/25/2024	Madeline Matson	0.3	Review LA County statement and witness list to target action items and circulate with team	\$500.00	\$150.00
10/25/2024	Madeline Matson	0.2	Review LA City statement target action items and circulate with team	\$500.00	\$100.00
10/25/2024	Elizabeth Mitchell	6.5	Travel to/from, attend dispute resolution conference; prep for hearing	\$1,295.00	\$8,417.50
10/25/2024	Matthew Umhofer	6.5	Prepared for and attended hearing	\$1,295.00	\$8,417.50
10/25/2024	Matthew Umhofer	2	Hearing and preparation for same	\$1,295.00	\$2,590.00
10/28/2024	Madeline Matson	0.2	Review hearing transcript and notice from 10/25 to target action items and circulate with team	\$500.00	\$100.00
10/28/2024	Madeline Matson	0.3	Correspondence with team regarding [Redacted]	\$500.00	\$150.00
10/28/2024	Madeline Matson	0.2	Review minutes if alliance request for clarification to target action items and circulate with team	\$500.00	\$100.00
10/28/2024	Elizabeth Mitchell	1.2	Review articles and notes; Strategize re status and leaks	\$1,295.00	\$1,554.00
10/29/2024	Madeline Matson	2	Incorporate notes from HOPE the mission field visit into outline	\$500.00	\$1,000.00
10/29/2024	Elizabeth Mitchell	0.3	Call with P. Webster re status and strategy	\$1,295.00	\$388.50
10/29/2024	Elizabeth Mitchell	0.7	Review LAHSA response to M. Martinez questions; strategize re same	\$1,295.00	\$906.50
10/30/2024	Madeline Matson	0.3	Review minute order to target action items and circulate with team	\$500.00	\$150.00
10/30/2024	Madeline Matson	1.8	Finalize current draft of systematic issues outline and deliver to team	\$500.00	\$900.00
10/30/2024	Madeline Matson	1.5	Call with B. Ulf and E. Mitchell to [Redacted] for outline	\$500.00	\$750.00
10/30/2024	Diane Bang	0.4	Review communications with opposing counsel re [Redacted]	\$1,295.00	\$518.00
10/30/2024	Madeline Matson	0.7	Synthesize notes for distribution; communications with LA City Attorney re same	\$1,295.00	\$906.50
10/30/2024	Elizabeth Mitchell	1	Meeting with B. Ulf	\$1,295.00	\$1,295.00
10/31/2024	Jon Powell	2	Update the tracking chart regarding [Redacted] deliver to team via email for review and discussion	\$500.00	\$1,000.00

Removed Entries

10/31/2024	Madeline Matson	0.2	Review LA County quarterly report pursuant to settlement to target action items and circulate with team	\$500.00	\$100.00
10/31/2024	Madeline Matson	1.4	Review and incorporate notes from B. Uif meeting into overall [Redacted] and circulate with team.	\$500.00	\$700.00
10/31/2024	Madeline Matson	0.2	Coordinate meeting with A. Bales to Continue Updating [Redacted]	\$500.00	\$100.00
10/31/2024	Elizabeth Mitchell	0.5	Review audit re controls assessment; communications re same	\$1,295.00	\$647.50
10/31/2024	Elizabeth Mitchell	0.7	Call with city lawyers	\$1,295.00	\$906.50
11/01/2024	Madeline Matson	0.3	Communication with team regarding upcoming outline sessions	\$500.00	\$150.00
11/04/2024	Madeline Matson	0.3	Review order to sign amended letter to target action items and circulate with team.	\$500.00	\$150.00
11/04/2024	Diane Bang	0.1	Review order ordering city to sign amended engagement letter	\$1,295.00	\$129.50
11/05/2024	Madeline Matson	2	Prep for and attend meeting with A. Bales regarding [Redacted]	\$500.00	\$1,000.00
11/05/2024	Elizabeth Mitchell	0.4	Call with P. Webster re status and strategy	\$1,295.00	\$518.00
11/05/2024	Elizabeth Mitchell	1.2	Call with A. Bales re homeless response system issues	\$1,295.00	\$1,554.00
11/06/2024	Diane Bang	1.2	Attend meet and confer call with Country and City: revise notes from meeting	\$1,295.00	\$1,554.00
11/06/2024	Elizabeth Mitchell	2.2	Prep for and attend meet and confer with Country and City	\$1,295.00	\$2,849.00
11/07/2024	Madeline Matson	0.3	Draft and deliver raw transcript of LA H&H Committee meeting to E. Mitchell	\$500.00	\$150.00
11/07/2024	Madeline Matson	5	Travel to and from and take notes at listening session at Hope the Mission	\$500.00	\$2,500.00
11/07/2024	Diane Bang	0.2	Review communications from City re alleged reporting issues	\$1,295.00	\$259.00
11/07/2024	Elizabeth Mitchell	3.4	Travel to from meet with Hope the Mission re systematic issues	\$1,295.00	\$4,403.00
11/08/2024	Madeline Matson	0.3	Review order setting A&M audit hearing to target action items and circulate with team	\$500.00	\$150.00
11/08/2024	Madeline Matson	1.3	Meet with L. Raagas to discuss and update [Redacted]	\$500.00	\$650.00
11/08/2024	Diane Bang	0.2	Review communications re City's reporting issues and order setting hearing	\$1,295.00	\$259.00
11/11/2024	Madeline Matson	3	Prepare updated systematic issues outline and deliver to team	\$500.00	\$1,500.00
11/11/2024	Elizabeth Mitchell	0.4	Call with M. Umhofer re status and strategy	\$1,295.00	\$518.00
11/11/2024	Elizabeth Mitchell	0.5	Strategize re Status	\$1,295.00	\$647.50
11/01/2024	Matthew Umhofer	0.2	Call with E. Mitchell re: strategy and status	\$1,295.00	\$259.00
11/12/2024	Madeline Matson	3	Finalize notes in [Redacted], and deliver to team	\$500.00	\$1,500.00
11/13/2024	Elizabeth Mitchell	0.7	Draft strategy re audit response	\$1,295.00	\$906.50
11/14/2024	Madeline Matson	1	Meet with Michael of wound walk to discuss updates to [Redacted]	\$500.00	\$500.00
11/14/2024	Madeline Matson	1	Review and incorporate notes from meeting into [Redacted], circulate with team	\$500.00	\$500.00
11/14/2024	Elizabeth Mitchell	4.5	Review and edit outline re [Redacted]	\$1,295.00	\$5,827.50
11/14/2024	Elizabeth Mitchell	0.5	Call with P. Webster re status and strategy	\$1,295.00	\$647.50
11/14/2024	Elizabeth Mitchell	1.4	Meet with wound walk re [Redacted]	\$1,295.00	\$1,813.00
11/15/2024	Diane Bang	0.2	Review communications with City and County re city-funded outreach workers	\$1,295.00	\$259.00
11/18/2024	Elizabeth Mitchell	0.5	Calls with M. Martinez and M. Umhofer	\$1,295.00	\$647.50
11/18/2024	Matthew Umhofer	0.2	Call with E. Mitchell	\$1,295.00	\$259.00
11/19/2024	Madeline Matson	0.8	Meet with T. Pierce to go over key HMIS features	\$500.00	\$400.00
11/19/2024	Madeline Matson	0.3	Draft and deliver key takeaways from meeting with T. Pierce to E. Mitchell	\$500.00	\$150.00
11/19/2024	Diane Bang	1.4	Draft follow-up letter to City re failure to comply with settlement agreement; review relevant filings	\$1,295.00	\$1,813.00
11/19/2024	Elizabeth Mitchell	0.3	Advise re 60 percent calculation	\$1,295.00	\$388.50
11/19/2024	Elizabeth Mitchell	0.5	Strategize re [Redacted]	\$1,295.00	\$647.50
11/19/2024	Elizabeth Mitchell	1.2	Synthesize issues re City and County non-compliance and draft letter re same	\$1,295.00	\$1,554.00
11/19/2024	Matthew Umhofer	0.6	Review documents and communications re: city compliance	\$1,295.00	\$777.00
11/20/2024	Jon Powell	2.5	Draft a notice regarding the audit, deliver to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$1,250.00
11/20/2024	Madeline Matson	0.7	Incorporate notes from meeting with T. Pierce into systemic issues outline and circulate with team	\$500.00	\$350.00
11/20/2024	Madeline Matson	0.2	Review County audit to target action items and circulate with team	\$500.00	\$100.00
11/20/2024	Madeline Matson	0.2	Review order re A&M information on audit to target action items and circulate with team	\$500.00	\$100.00
11/20/2024	Diane Bang	0.3	Review filings related to audit of LAHSA	\$1,295.00	\$388.50
11/20/2024	Elizabeth Mitchell	3.1	Synthesize issues re City and County non-compliance and draft letter re same	\$1,295.00	\$4,014.50
11/20/2024	Elizabeth Mitchell	0.4	Coordinate e-filing audit	\$1,295.00	\$518.00
11/20/2024	Elizabeth Mitchell	0.4	Review audit management response	\$1,295.00	\$518.00
11/20/2024	Elizabeth Mitchell	1.2	Housing and homelessness committee	\$1,295.00	\$1,554.00
11/21/2024	Diane Bang	7.7	Attend hearing on A&M audit; confer with E. Mitchell and Paul Webster following hearing; travel to and from court	\$1,295.00	\$9,971.50
11/21/2024	Elizabeth Mitchell	6.5	Prep for, drive to/from, attend hearing re audit	\$1,295.00	\$8,417.50
11/21/2024	Elizabeth Mitchell	0.4	Debrief with D. Bang and P. Webster	\$1,295.00	\$518.00

Removed Entries

11/21/2024	Elizabeth Mitchell	0.3	Call with M. Martinez re audit	\$1,295.00	\$388.50
11/22/2024	Madeline Matson	0.4	Review all filings associated with 11/21 hearing to target action items and circulate with team	\$500.00	\$200.00
11/25/2024	Madeline Matson	0.3	Review minute order on 2024-11-21 hearing to target action items and circulate with team	\$500.00	\$150.00
11/26/2024	Jon Powell	1.5	Finalize letters to the City and County regarding violations of the settlement agreements, deliver to E. Mitchell via email for review and discussion, serve via email	\$500.00	\$750.00
11/26/2024	Madeline Matson	0.2	Review letter re update to target action items and circulate with team	\$500.00	\$100.00
12/04/2024	Madeline Matson	0.2	Communication with E. Mitchell regarding [Redacted] progress	\$500.00	\$100.00
12/04/2024	Madeline Matson	0.3	Review minute order re 1/7 hearing to target action items and circulate with team	\$500.00	\$150.00
12/06/2024	Madeline Matson	0.2	Review City of LA notice re A&M budget to target action items and circulate with team	\$500.00	\$100.00
12/06/2024	Diane Bang	0.1	Review of additional audit funds	\$1,295.00	\$129.50
12/06/2024	Diane Bang	0.2	Review correspondence with opposing counsel re breaches of settlement agreement	\$1,295.00	\$259.00
12/09/2024	Matthew Umhofer	0.9	Review communications and documents re: city compliance	\$1,295.00	\$1,165.50
12/10/2024	Elizabeth Mitchell	0.6	Calls with P. Webster re status and strategy	\$1,295.00	\$777.00
12/11/2024	Madeline Matson	0.2	Communication with team re [Redacted] glossary plan	\$500.00	\$100.00
12/11/2024	Elizabeth Mitchell	0.5	Meet and confer with City	\$1,295.00	\$647.50
12/12/2024	Elizabeth Mitchell	0.4	Strategize re [Redacted] re [Redacted]	\$1,295.00	\$518.00
12/13/2024	Madeline Matson	0.5	Prepare 12/11 meeting transcript and deliver to E. Mitchell	\$500.00	\$250.00
12/13/2024	Matthew Umhofer	0.3	Call with E. Mitchell re: update on meet and confer	\$1,295.00	\$388.50
12/20/2024	Elizabeth Mitchell	0.5	Meeting requests re [Redacted]	\$1,295.00	\$647.50
12/20/2024	Elizabeth Mitchell	0.8	Edit and advise re LAHSA document	\$1,295.00	\$1,036.00
12/23/2024	Matthew Umhofer	1	Review outreach issues	\$1,295.00	\$1,295.00
01/06/2025	Diane Bang	0.1	Review communications from M. Martinez re observation sessions	\$1,295.00	\$129.50
01/06/2025	Elizabeth Mitchell	0.4	Strategize with P. Webster	\$1,295.00	\$518.00
01/06/2025	Elizabeth Mitchell	1.2	Discussion re [Redacted]: call with A. Briscoe re same	\$1,295.00	\$1,554.00
01/06/2025	Elizabeth Mitchell	0.5	Communications re [Redacted]	\$1,295.00	\$647.50
01/07/2025	Elizabeth Mitchell	6	Travel to/from, attend hearing; debrief with P. Webster re same	\$1,295.00	\$7,770.00
01/07/2025	Elizabeth Mitchell	0.5	Call with M. Martinez	\$1,295.00	\$647.50
01/08/2025	Madeline Matson	0.3	Communications re upcoming observation learning sessions	\$500.00	\$150.00
01/08/2025	Madeline Matson	0.4	Review hearing transcript and all associated hearing filings to target action items and circulate with team	\$500.00	\$200.00
01/08/2025	Diane Bang	0.2	Review article re hearing and communications re observation sessions	\$1,295.00	\$259.00
01/08/2025	Elizabeth Mitchell	0.4	Communications re website comments	\$1,295.00	\$518.00
01/08/2025	Elizabeth Mitchell	0.3	Advise re [Redacted] re [Redacted]	\$1,295.00	\$388.50
01/08/2025	Elizabeth Mitchell	0.9	Review letter to City and agreement; draft email re City non-compliance	\$1,295.00	\$1,165.50
01/09/2025	Madeline Matson	0.2	Communications re 1/16 observation and listening session	\$500.00	\$100.00
01/09/2025	Madeline Matson	0.2	Review minutes from 1/7 to target action items and circulate with team	\$500.00	\$100.00
01/10/2025	Elizabeth Mitchell	0.5	Policy meeting re [Redacted]	\$1,295.00	\$647.50
01/13/2025	Elizabeth Mitchell	0.2	Communications re City meet and confer	\$1,295.00	\$259.00
01/13/2025	Matthew Umhofer	0.3	Analyze issues re: city accountability, meet and confer	\$1,295.00	\$388.50
01/14/2025	Madeline Matson	2.5	Analyze original [Redacted] and begin editing V.2	\$500.00	\$1,250.00
01/14/2025	Elizabeth Mitchell	1.3	Meeting re City/LA Alliance post-fires	\$1,295.00	\$1,683.50
01/14/2025	Elizabeth Mitchell	0.5	Call with P. Webster re status and strategy	\$1,295.00	\$647.50
01/15/2025	Madeline Matson	1.5	Review and edit V.2 of [Redacted]	\$500.00	\$750.00
01/15/2025	Elizabeth Mitchell	0.9	Statutory analysis and meetings	\$1,295.00	\$1,165.50
01/15/2025	Elizabeth Mitchell	0.8	Communications and strategy re city motion to compel	\$1,295.00	\$1,036.00
01/16/2025	Madeline Matson	0.8	Review and edit V.2 of [Redacted]	\$500.00	\$400.00
01/16/2025	Elizabeth Mitchell	0.3	Call with P. Webster re status and strategy	\$1,295.00	\$388.50
01/17/2025	Elizabeth Mitchell	2.1	Meeting, communications, and drafts re [Redacted]	\$1,295.00	\$2,719.50
01/20/2025	Matthew Umhofer	1.5	Review communications and documents re: city compliance	\$1,295.00	\$1,942.50
01/22/2025	Madeline Matson	0.3	Review City of LA quarterly status reports and associated filings to target action items and circulate with team	\$500.00	\$150.00
01/27/2025	Jon Powell	0.7	Review the new City's reports and enter the information in our tracking chart, deliver to E. Mitchell via email for review and discussion	\$500.00	\$350.00
01/27/2025	Madeline Matson	4.1	Review and edit V.2 of systemic issues outline	\$500.00	\$2,050.00
01/27/2025	Elizabeth Mitchell	1	Communications related to statutory changes impacting city compliance	\$1,295.00	\$1,295.00
01/28/2025	Madeline Matson	2	Review and edit V.2 of systemic issues outline	\$500.00	\$1,000.00
01/28/2025	Patrick Nitchman	0.3	Discuss assignments and next steps	\$500.00	\$150.00
01/28/2025	Elizabeth Mitchell	0.5	Call with S. Stenzler re [Redacted]	\$1,295.00	\$647.50
01/28/2025	Elizabeth Mitchell	0.8	Call with D. Steier and P. Webster re status and strategy	\$1,295.00	\$1,036.00
01/28/2025	Elizabeth Mitchell	1	Advise re [Redacted]	\$1,295.00	\$1,295.00
01/29/2025	Madeline Matson	2	Review and edit V.2 of systemic issues outline	\$500.00	\$1,000.00

Removed Entries

01/29/2025	Elizabeth Mitchell	0.5	Strategize re [Redacted] re [Redacted]	\$1,295.00	\$647.50
01/30/2025	Madeline Matson	3	Review and edit systemic issues outline v.2	\$500.00	\$1,500.00
01/31/2025	Jon Powell	1	Pull [Redacted] and distribute to the team	\$500.00	\$500.00
01/31/2025	Madeline Matson	0.3	Review settlement agreement status reports to target action items and circulate with team	\$500.00	\$150.00
01/31/2025	Madeline Matson	1.5	Review and edit systemic issues outline v.2	\$500.00	\$750.00
02/03/2025	Madeline Matson	1.5	Review and edit systemic issues outline V.2	\$500.00	\$750.00
02/03/2025	Elizabeth Mitchell	1	Meeting re status and strategy	\$1,295.00	\$1,295.00
02/03/2025	Ingrid Nitchman	0.5	Download Homelessness and Housing Committee meeting and run through Ai transcribing; review for corrections	\$150.00	\$75.00
02/04/2025	Jon Powell	1	Download documents into the foundational documents folder for E. Mitchell and to DropBox	\$500.00	\$500.00
02/04/2025	Madeline Matson	0.3	Emails re systemic issues outline updates and meetings	\$500.00	\$150.00
02/04/2025	Madeline Matson	2.8	Review and edit systemic issues outline V.2	\$500.00	\$1,400.00
02/04/2025	Elizabeth Mitchell	1	Call with CS re [Redacted]	\$1,295.00	\$1,295.00
02/04/2025	Ingrid Nitchman	0.9	Rerun HHC meeting video through alternate ai program and review for readability	\$150.00	\$135.00
02/05/2025	Madeline Matson	2.2	Finalize organization of outline v.2 and begin analysis	\$500.00	\$1,100.00
02/06/2025	Madeline Matson	0.2	Emails re upcoming listening sessions	\$500.00	\$100.00
02/06/2025	Madeline Matson	0.3	Meeting with PATH attorney re upcoming listening session	\$500.00	\$150.00
02/06/2025	Madeline Matson	4	Analyze and edit V.2 of systemic issues outline	\$500.00	\$2,000.00
02/06/2025	Elizabeth Mitchell	0.3	Call with N. Phillips re PATH meeting re [Redacted]	\$1,295.00	\$388.50
02/07/2025	Madeline Matson	1	Meet with PATH re systemic issues outline	\$500.00	\$500.00
02/07/2025	Madeline Matson	4	Finalize analysis and reorganization of V.2 systemic issues outline and deliver to E. Mitchell	\$500.00	\$2,000.00
02/07/2025	Elizabeth Mitchell	0.5	Call with P. Webster re status and strategy	\$1,295.00	\$647.50
02/07/2025	Elizabeth Mitchell	1.1	Review and advise re fact sheet	\$1,295.00	\$1,424.50
02/07/2025	Elizabeth Mitchell	0.5	Call re [Redacted] re [Redacted]	\$1,295.00	\$647.50
02/07/2025	Elizabeth Mitchell	1	Call with PATH CEO re [Redacted]	\$1,295.00	\$1,295.00
02/10/2025	Madeline Matson	0.2	Communications with team re upcoming fundraising event	\$500.00	\$100.00
02/10/2025	Diane Bang	3.2	Outline motion to [Redacted]; review all relevant facts; communications with E. Mitchell re same	\$1,295.00	\$4,144.00
02/10/2025	Elizabeth Mitchell	0.8	Calls with P. Webster re status and strategy	\$1,295.00	\$1,036.00
02/10/2025	Elizabeth Mitchell	2.5	Travel to/from, meet with S. Snakcoil re homelessness response system	\$1,295.00	\$3,237.50
02/10/2025	Elizabeth Mitchell	0.5	Call with P. Webster re status and strategy	\$1,295.00	\$647.50
02/11/2025	Madeline Matson	0.6	Incorporate notes from meeting with Path and Sidewalk Project into outline and deliver to E. Mitchell	\$500.00	\$300.00
02/11/2025	Diane Bang	4.2	Outline motion to [Redacted]; review all relevant facts; communications with E. Mitchell re same	\$1,295.00	\$5,439.00
02/11/2025	Elizabeth Mitchell	1	Draft [Redacted] talking points	\$1,295.00	\$1,295.00
02/11/2025	Elizabeth Mitchell	0.2	Strategize with M. Umhofer re [Redacted]	\$1,295.00	\$259.00
02/11/2025	Elizabeth Mitchell	0.5	Call with D. Bang re motion to compel	\$1,295.00	\$647.50
02/11/2025	Matthew Umhofer	0.2	Strategize with E. Mitchell re: [Redacted]	\$1,295.00	\$259.00
02/12/2025	Madeline Matson	0.8	Edit current version of systemic issues outline and deliver to E. Mitchell	\$500.00	\$400.00
02/12/2025	Diane Bang	2.3	Draft motion to [Redacted]	\$1,295.00	\$2,978.50
02/12/2025	Elizabeth Mitchell	1	Review articles and strategize re LAHSA	\$1,295.00	\$1,295.00
02/13/2025	Diane Bang	2.3	Draft motion to [Redacted]	\$1,295.00	\$2,978.50
02/13/2025	Elizabeth Mitchell	0.3	Call with M. Martinez re status	\$1,295.00	\$388.50
02/13/2025	Elizabeth Mitchell	0.9	Strategize with M. Umhofer re motion to compel, etc	\$1,295.00	\$1,165.50
02/13/2025	Matthew Umhofer	1.1	Review documents and communications re: city and settlement agreement, analyze issues re: same	\$1,295.00	\$1,424.50
02/13/2025	Matthew Umhofer	0.9	Strategize with E. Mitchell re: motion to compel	\$1,295.00	\$1,165.50
02/13/2025	Ingrid Nitchman	0.6	Download and run Homeless Committee meeting video through Ai Transcribing program; review and edit for readability	\$150.00	\$90.00
02/15/2025	Elizabeth Mitchell	7	Research and draft motion to [Redacted] re settlement agreement	\$1,295.00	\$9,065.00
02/15/2025	Matthew Umhofer	2.1	Strategize re: city motion to compel	\$1,295.00	\$2,719.50
02/16/2025	Elizabeth Mitchell	4.8	Research and draft motion to [Redacted] re settlement agreement	\$1,295.00	\$6,216.00
02/18/2025	Jon Powell	4	Review and analyze the motion to order re [Redacted], communicate with E. Mitchell via email regarding the brief	\$500.00	\$2,000.00
02/18/2025	Madeline Matson	0.2	Discussion with team re April 2025 fundraising event	\$500.00	\$100.00
02/18/2025	Madeline Matson	0.3	Communications re upcoming and potential service provider interviews for systematic issues outline	\$500.00	\$150.00
02/18/2025	Elizabeth Mitchell	2.8	Update and finalize motion to [Redacted]	\$1,295.00	\$3,626.00
02/18/2025	Elizabeth Mitchell	0.9	Emails re [Redacted]	\$1,295.00	\$1,165.50
02/19/2025	Jon Powell	3	Draft a declaration for E. Mitchell, deliver to E. Mitchell via email for review and discussion, continue review of the motion for order re [Redacted]	\$500.00	\$1,500.00

Entries Before 3/24/25	
Removed Entries	

02/19/2025	Elizabeth Mitchell	1.5	Finalize motion for [Redacted]	\$1,295.00	\$1,942.50
02/19/2025	Matthew Umhofer	2.3	Review and revise motion to compel, reseach re: same	\$1,295.00	\$2,978.50
02/20/2025	Jon Powell	5	Make changes to the motion for order re [Redacted], generate and prepare the table of contents and table of authorities, draft a proposed order, deliver all documents to E. Mitchell via email for final approval, file and serve via ECF, deliver proposed order to chambers, deliver copies to DropBox for M. Umhofer	\$500.00	\$2,500.00
02/20/2025	Madeline Matson	0.3	Review learning and observation session details in advance of 3/3 session	\$500.00	\$150.00
02/20/2025	Elizabeth Mitchell	0.4	Coordinate e-filing motion	\$1,295.00	\$518.00
02/21/2025	Madeline Matson	0.3	Review motion for order re compliance and continued hearing to target action items and circulate with team	\$500.00	\$150.00
02/24/2025	Ingrid Nitchman	1.2	Download and begin HSC meeting AI Transcribing: review for readability	\$150.00	\$180.00
02/25/2025	Madeline Matson	1	Review and edit systemic issues outline by incorporating recently published, relevant materials	\$500.00	\$500.00
02/26/2025	Madeline Matson	0.2	Strategize re new targets for systemic issues outline research	\$500.00	\$100.00
02/26/2025	Elizabeth Mitchell	0.4	Communications re [Redacted]; review a rcement	\$1,295.00	\$518.00
02/26/2025	Elizabeth Mitchell	0.8	Call with M. Martinez re update; communications with LAAHR and UMK team re same	\$1,295.00	\$1,036.00
02/26/2025	Ingrid Nitchman	2.5	Continue proofing and editing for readability HSC Meetings transcripts	\$150.00	\$375.00
02/27/2025	Elizabeth Mitchell	0.5	Strategize re audit	\$1,295.00	\$647.50
02/27/2025	Elizabeth Mitchell	0.4	Advise re policy re [Redacted]	\$1,295.00	\$518.00
02/27/2025	Elizabeth Mitchell	0.3	Advise re strategic communications	\$1,295.00	\$388.50
02/27/2025	Ingrid Nitchman	2	Continue proofing and editing for readability HSC Meetings transcripts	\$150.00	\$300.00
02/28/2025	Elizabeth Mitchell	1	SHARE discussion	\$1,295.00	\$1,295.00
02/28/2025	Ingrid Nitchman	1.5	Continue proofing and editing for readability HSC Meetings transcripts	\$150.00	\$225.00
03/03/2025	Madeline Matson	0.2	Review Judge Carter's order to determine date publicly available audit	\$500.00	\$100.00
03/03/2025	Elizabeth Mitchell	6	Travel to/from, attend listening sessions and meetings re City/County/LAHSa and outreach support	\$1,295.00	\$7,770.00
03/03/2025	Elizabeth Mitchell	2.5	Review and analyze draft audit report	\$1,295.00	\$3,237.50
03/04/2025	Madeline Matson	1	Prepare consolidated listening session notes and deliver to E. Mitchell	\$500.00	\$500.00
03/04/2025	Madeline Matson	0.3	Begin reviewing and analyzing A&M audit	\$500.00	\$150.00
03/04/2025	Elizabeth Mitchell	2.1	Meet and confer re [Redacted] re [Redacted] with M. Martinez and M. Umhofer re same; email to A. Birotte re same	\$1,295.00	\$2,719.50
03/04/2025	Elizabeth Mitchell	0.5	Review updated audit report	\$1,295.00	\$647.50
03/04/2025	Matthew Umhofer	1.6	Review audit report, analyze issues re: same, discuss with E. Mitchell re: same	\$1,295.00	\$2,072.00
03/05/2025	Madeline Matson	0.4	Review orders pertaining to A&M audit to target action items and circulate with team	\$500.00	\$200.00
03/05/2025	Elizabeth Mitchell	0.8	Strategize re [Redacted]	\$1,295.00	\$1,036.00
03/05/2025	Elizabeth Mitchell	0.3	Edit strategic communications re audit	\$1,295.00	\$388.50
03/05/2025	Elizabeth Mitchell	0.5	Review [Redacted] by T. Campbell	\$1,295.00	\$647.50
03/06/2025	Madeline Matson	1	Meet with J. Maceri of the People's Concern to discuss systemic issues outline	\$500.00	\$500.00
03/06/2025	Madeline Matson	0.2	Review opposition to motion for order for compliance to target action items and circulate with team	\$500.00	\$100.00
03/06/2025	Elizabeth Mitchell	0.3	Strategize re [Redacted]	\$1,295.00	\$388.50
03/06/2025	Elizabeth Mitchell	1	Meeting with J. Maceri re [Redacted]	\$1,295.00	\$1,295.00
03/06/2025	Elizabeth Mitchell	3.5	Renew final report; communications with Alliance, and UMK teams re same	\$1,295.00	\$4,532.50
03/06/2025	Matthew Umhofer	0.9	Review audit	\$1,295.00	\$1,165.50
03/07/2025	Elizabeth Mitchell	1.2	Review final report; communications with Alliance, and UMK teams re same	\$1,295.00	\$1,554.00
03/10/2025	Jon Powell	0.7	Prepare a [Redacted] deliver to E. Mitchell via email for review and discussion	\$500.00	\$350.00
03/10/2025	Elizabeth Mitchell	1.7	Meeting with Judge Birotte, M. Martinez and City re Roadmap beds; calls with UMK team and Judge Birotte re same	\$1,295.00	\$2,201.50
03/10/2025	Elizabeth Mitchell	1.1	Research and draft [Redacted]	\$1,295.00	\$1,424.50
03/11/2025	Madeline Matson	0.8	Analyze and edit systemic issues outline, incorporating J. Maceri meeting notes	\$500.00	\$400.00
03/11/2025	Elizabeth Mitchell	5.1	Research and draft [Redacted]	\$1,295.00	\$6,604.50
03/11/2025	Elizabeth Mitchell	0.9	Call with P. Webster and D. Steier re status and strategy; draft email to D. Kozlowski re same	\$1,295.00	\$1,165.50
03/11/2025	Elizabeth Mitchell	0.5	Research [Redacted]	\$1,295.00	\$647.50
03/12/2025	Elizabeth Mitchell	7.2	Research and draft [Redacted]	\$1,295.00	\$9,324.00
03/12/2025	Matthew Umhofer	2	Review and revise draft reply	\$1,295.00	\$2,590.00
03/13/2025	Madeline Matson	0.2	Review alliance reply in support of motion for order for settlement agreement compliance to target action items: circulate with team	\$500.00	\$100.00
03/13/2025	Elizabeth Mitchell	1.5	Update and finalize reply for filing	\$1,295.00	\$1,942.50
03/18/2025	Madeline Matson	0.2	Analyze order for compliance briefing and deliver to team	\$500.00	\$100.00
03/18/2025	Elizabeth Mitchell	0.3	Call with M. Martinez	\$1,295.00	\$388.50

Entries Before 3/24/25	
Removed Entries	

03/18/2025	Elizabeth Mitchell	0.5	Strategize with team	\$1,295.00	\$647.50
03/18/2025	Elizabeth Mitchell	0.9	Call with D. Steier and P. Webster	\$1,295.00	\$1,165.50
03/19/2025	Elizabeth Mitchell	0.4	Call with M. Umhofer re status and strategy	\$1,295.00	\$518.00
03/19/2025	Elizabeth Mitchell	1.5	Housing and Homelessness Committee Meeting	\$1,295.00	\$1,942.50
03/19/2025	Matthew Umhofer	0.3	Call with E. Mitchell re: strategy and status	\$1,295.00	\$388.50
03/20/2025	Elizabeth Mitchell	0.5	Strategic communications re [Redacted]	\$1,295.00	\$647.50
03/20/2025	Elizabeth Mitchell	0.3	Call with P. Webster re status and strategy	\$1,295.00	\$388.50
03/21/2025	Elizabeth Mitchell	2.5	Prep for hearing; review and research re same	\$1,295.00	\$3,237.50
03/24/2025	Madeline Matson	0.2	Review order re settlement agreement compliance to target action items; circulate with team	\$500.00	\$100.00
03/24/2025	Elizabeth Mitchell	0.5	Review and discuss court order re encampments	\$1,295.00	\$647.50
03/24/2025	Elizabeth Mitchell	0.5	Review and discussion re order re motion for settlement compliance	\$1,295.00	\$647.50
03/24/2025	Matthew Umhofer	1	Review and strategize re: encampment order	\$1,295.00	\$1,295.00
03/25/2025	Elizabeth Mitchell	5.6	Hearing Prep	\$1,295.00	\$7,252.00
03/25/2025	Elizabeth Mitchell	0.4	Communications re [Redacted]	\$1,295.00	\$518.00
03/26/2025	Madeline Matson	1.5	Review, analyze, and edit [Redacted] hearing on settlement compliance	\$500.00	\$750.00
03/26/2025	Madeline Matson	0.2	Review minute order re LAHSA response to target action items; circulate with team	\$500.00	\$100.00
03/26/2025	Elizabeth Mitchell	4.7	Hearing Prep	\$1,295.00	\$6,086.50
03/26/2025	Elizabeth Mitchell	0.3	Call with M. Umhofer re status and strategy	\$1,295.00	\$388.50
03/26/2025	Elizabeth Mitchell	0.2	Call with G. Frem	\$1,295.00	\$259.00
03/26/2025	Elizabeth Mitchell	0.3	Meet and confer with city re [Redacted]	\$1,295.00	\$388.50
03/26/2025	Matthew Umhofer	0.3	Call with E. Mitchell re: strategy and status	\$1,295.00	\$388.50
03/27/2025	Elizabeth Mitchell	2.2	Hearing Prep	\$1,295.00	\$2,849.00
03/27/2025	Elizabeth Mitchell	9	Drive to/from, participate in hearing; communication re same	\$1,295.00	\$11,655.00
03/27/2025	Matthew Umhofer	9	Prepare for and attend hearing	\$1,295.00	\$11,655.00
03/27/2025	Matthew Umhofer	0.7	Review documents and prepare for hearing	\$1,295.00	\$906.50
03/27/2025	Eugene Lim	1.5	Attend hearing for LA Alliance re motion to compel compliance with settlement order	\$1,295.00	\$1,942.50
03/28/2025	Madeline Matson	0.2	Analyze minute order to target action items; circulate with team	\$500.00	\$100.00
03/31/2025	Madeline Matson	0.3	Review notice of and transcript of 3/27 hearing to target action items; circulate with team	\$500.00	\$150.00
03/31/2025	Madeline Matson	0.3	Analyze order setting 5/15 hearing to target action items; circulate with team	\$500.00	\$150.00
03/31/2025	Elizabeth Mitchell	1	Meet with A&M re report	\$1,295.00	\$1,295.00
03/31/2025	Elizabeth Mitchell	0.5	Review orders	\$1,295.00	\$647.50
03/31/2025	Matthew Umhofer	0.4	Review orders	\$1,295.00	\$518.00
04/01/2025	Madeline Matson	0.3	Review amended order and updated exhibits from 3/27 hearing to target action items; circulate with team	\$500.00	\$150.00
04/01/2025	Elizabeth Mitchell	0.3	Coordinate re [Redacted]	\$1,295.00	\$388.50
04/01/2025	Elizabeth Mitchell	1.5	Long Beach Alliance board meeting	\$1,295.00	\$1,942.50
04/01/2025	Elizabeth Mitchell	1.2	Calls with NH (.2). P. Webster (.6). M. Martinez (.4) re [Redacted]	\$1,295.00	\$1,554.00
04/02/2025	Elizabeth Mitchell	0.5	Review and communications re [Redacted]	\$1,295.00	\$647.50
04/02/2025	Elizabeth Mitchell	0.5	Assignment re receivership briefing	\$1,295.00	\$647.50
04/02/2025	Elizabeth Mitchell	1.5	Homelessness and Housing committee	\$1,295.00	\$1,942.50
04/02/2025	Elizabeth Mitchell	0.8	Call with L. Raagas re status and strategy	\$1,295.00	\$1,036.00
04/03/2025	Elizabeth Mitchell	0.4	Strategize re [Redacted]	\$1,295.00	\$518.00
04/03/2025	Elizabeth Mitchell	0.5	Communications re TLS memorandum	\$1,295.00	\$647.50
04/03/2025	Ingrid Nitchman	0.5	Transcribe LA City Council meeting	\$150.00	\$75.00
04/04/2025	Elizabeth Mitchell	0.4	Calls and emails re LAHSA resignation	\$1,295.00	\$518.00
04/07/2025	Madeline Matson	0.2	Review request for ruling on motion to intervene to target action items; circulate with team	\$500.00	\$100.00
04/07/2025	Ingrid Nitchman	1	Transcribe LA City Council meeting	\$150.00	\$150.00
04/08/2025	Elizabeth Mitchell	0.4	Edit strategic communications	\$1,295.00	\$518.00
04/08/2025	Ingrid Nitchman	1.5	Transcribe LA City Council meeting	\$150.00	\$225.00
04/10/2025	Elizabeth Mitchell	1	Communication re federal taskforce	\$1,295.00	\$1,295.00
04/10/2025	Ingrid Nitchman	2	Transcribe LA City Council meeting	\$150.00	\$300.00
04/14/2025	Elizabeth Mitchell	0.3	Discussions re [Redacted]	\$1,295.00	\$388.50
04/14/2025	Eugene Lim	2.6	Evaluate and analyze court orders and filings for receivership briefing	\$1,295.00	\$3,367.00
04/14/2025	Ingrid Nitchman	1	Transcribe and format LA City Council meeting	\$150.00	\$150.00
04/15/2025	Madeline Matson	0.3	Analyze City of LA quarterly status reports to target action items; circulate with team	\$500.00	\$150.00
04/15/2025	Matthew Umhofer	1.6	Review documents re: city compliance and strategize re: same	\$1,295.00	\$2,072.00
04/15/2025	Eugene Lim	1.1	Conduct research on [Redacted]	\$1,295.00	\$1,424.50
04/15/2025	Ingrid Nitchman	3.9	Transcribe and format LA City Council meeting	\$150.00	\$585.00
04/16/2025	Elizabeth Mitchell	0.5	Review emails and call with N. Gerda re TLS beds	\$1,295.00	\$647.50
04/16/2025	Elizabeth Mitchell	0.3	Call with P webster re status and strategy	\$1,295.00	\$388.50
04/17/2025	Madeline Matson	1	Meet with E. Mitchell and A. Turk re [Redacted]	\$500.00	\$500.00

Entries Before 3/24/25	
Removed Entries	

04/17/2025	Elizabeth Mitchell	1	Meet with A. Turk re [Redacted]	\$1,295.00	\$1,295.00
04/17/2025	Eugene Lim	2.7	Conduct legal research for receivership briefing	\$1,295.00	\$3,496.50
04/17/2025	Eugene Lim	1.9	Examine record and [Redacted]	\$1,295.00	\$2,460.50
04/18/2025	Madeline Matson	0.4	Analyze and edit A. Turk meeting notes, deliver to E. Mitchell	\$500.00	\$200.00
04/21/2025	Madeline Matson	0.7	Review and incorporate A. Turk meeting notes into overall systemic issues in the system outline	\$500.00	\$350.00
04/22/2025	Elizabeth Mitchell	0.4	Calls with IS and MR re [Redacted]	\$1,295.00	\$518.00
04/23/2025	Madeline Matson	0.5	Prepare cover letters for service of first amended complaint	\$500.00	\$250.00
04/24/2025	Matthew Umhofer	3.1	Review documents re: city compliance and strategize re: same	\$1,295.00	\$4,014.50
04/25/2025	Elizabeth Mitchell	1.5	Strategize re status	\$1,295.00	\$1,942.50
04/27/2025	Eugene Lim	3.4	Draft thorough outline for receivership briefing	\$1,295.00	\$4,403.00
04/28/2025	Elizabeth Mitchell	0.9	Research re [Redacted]	\$1,295.00	\$1,165.50
04/28/2025	Eugene Lim	0.5	Revise outline and circulate to partners	\$1,295.00	\$647.50
04/29/2025	Elizabeth Mitchell	1.9	Research re [Redacted]	\$1,295.00	\$2,460.50
04/29/2025	Elizabeth Mitchell	0.2	Calls with M. Umhofer and P. Webster re status and strategy	\$1,295.00	\$259.00
04/29/2025	Matthew Umhofer	0.2	Call with E. Mitchell re: strategy and status	\$1,295.00	\$259.00
04/30/2025	Madeline Matson	0.3	Review listening session notes from 2024/25 and deliver to E. Mitchell	\$500.00	\$150.00
04/30/2025	Madeline Matson	0.2	Review quarterly status report pursuant to memorandum of understanding to target action items; circulate with team	\$500.00	\$100.00
04/30/2025	Elizabeth Mitchell	0.9	Research re [Redacted]	\$1,295.00	\$1,165.50
04/30/2025	Matthew Umhofer	2.3	Review quarterly reports and A&M audit	\$1,295.00	\$2,978.50
05/01/2025	Elizabeth Mitchell	2.5	Research re [Redacted]	\$1,295.00	\$3,237.50
05/01/2025	Elizabeth Mitchell	0.7	Evaluate jurisdiction	\$1,295.00	\$906.50
05/01/2025	Elizabeth Mitchell	0.5	Call with N. Gerda re [Redacted]	\$1,295.00	\$647.50
05/02/2025	Patrick Nitchman	2.5	Email communication with E. Mitchell re research and drafting project; review documents; begin legal research	\$500.00	\$1,250.00
05/05/2025	Jon Powell	1	Pull all City of Los Angeles Roadmap status reports, deliver to E. Mitchell via email and Dropbox	\$500.00	\$500.00
05/05/2025	Patrick Nitchman	5.2	Legal research re [Redacted] draft brief re [Redacted]; email communication with E. Mitchell re brief	\$500.00	\$2,600.00
05/05/2025	Elizabeth Mitchell	12.2	Research and draft brief re [Redacted]	\$1,295.00	\$15,799.00
05/05/2025	Matthew Umhofer	2	Analyze issues re: receivership	\$1,295.00	\$2,590.00
05/05/2025	Ingrid Nitchman	8.5	Download and clipped video into shorter manageable sections, rendered segments and transcribed LA City Council 5/1/2025 Budget Hearings	\$150.00	\$1,275.00
05/06/2025	Elizabeth Mitchell	12.9	Research and draft brief re [Redacted]	\$1,295.00	\$16,705.50
05/06/2025	Ingrid Nitchman	3.5	Download and clipped video into shorter manageable sections, rendered segments and transcribed LA City Council 5/1/2025 Budget Hearings	\$150.00	\$525.00
05/07/2025	Elizabeth Mitchell	11.2	Research and draft brief re [Redacted]	\$1,295.00	\$14,504.00
05/07/2025	Matthew Umhofer	3.1	Review and revise brief	\$1,295.00	\$4,014.50
05/07/2025	Ingrid Nitchman	5.5	Download and clipped video into shorter manageable sections, rendered segments and transcribed LA City Council 5/1/2025 Budget Hearings	\$150.00	\$825.00
05/08/2025	Jon Powell	7.5	Continue to review and analyze the response to court's concerns for citation references to the record, press, and law, prepare a new draft of the document with track changes slowing suggested changes, draft and assemble a declaration for E. Mitchell and exhibits, deliver final mark of changes to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$3,750.00
05/08/2025	Madeline Matson	0.2	Emails with E. Mitchell re hearing transcripts	\$500.00	\$100.00
05/08/2025	Madeline Matson	0.9	Prepare [Redacted] and deliver to E. Mitchell	\$500.00	\$450.00
05/08/2025	Madeline Matson	0.3	[Redacted] and deliver to E. Mitchell Mitchell	\$500.00	\$150.00
05/08/2025	Madeline Matson	0.2	Review minute order re 2025-05-15 hearing to target action items; circulate with team	\$500.00	\$100.00
05/08/2025	Elizabeth Mitchell	5.1	Finalize brief and coordinate e-filing	\$1,295.00	\$6,604.50
05/08/2025	Elizabeth Mitchell	0.5	Strategize re hearing	\$1,295.00	\$647.50
05/09/2025	Madeline Matson	0.2	Review plaintiff's response re issues raised by court to target action items; circulate with team	\$500.00	\$100.00
05/09/2025	Elizabeth Mitchell	1.4	Strategize re hearing	\$1,295.00	\$1,813.00
05/09/2025	Elizabeth Mitchell	1.5	Calls re [Redacted]	\$1,295.00	\$1,942.50
05/09/2025	Eugene Lim	0.5	Review filings on receivership briefing	\$1,295.00	\$647.50
05/12/2025	Elizabeth Mitchell	1.5	Hearing strategy and prep (witness meetings, draft outlines, research issues)	\$1,295.00	\$1,942.50
05/12/2025	Matthew Umhofer	3.6	Review documents and prepare for hearing	\$1,295.00	\$4,662.00
05/13/2025	Madeline Matson	0.2	Correspondence with team re B. Ulf witness fee deadline	\$500.00	\$100.00
05/13/2025	Madeline Matson	0.3	Review minute order regarding evidentiary hearing to target action items; circulate with team	\$500.00	\$150.00
05/13/2025	Madeline Matson	0.2	Review county status report regarding settlement agreement to target action items; circulate with team	\$500.00	\$100.00
05/13/2025	Elizabeth Mitchell	4.8	Hearing strategy and prep (witness meetings, draft outlines, research issues)	\$1,295.00	\$6,216.00
05/14/2025	Madeline Matson	0.2	Review special master independent report to target action items; circulate with team	\$500.00	\$100.00

Entries Before 3/24/25	
Removed Entries	

05/14/2025	Elizabeth Mitchell	1.5	Research [Redacted]	\$1,295.00	\$1,942.50
05/14/2025	Elizabeth Mitchell	1.1	Hearing strategy and prep (witness meetings, draft outlines, research issues)	\$1,295.00	\$1,424.50
05/14/2025	Elizabeth Mitchell	1	Homeless and Housing Committee Review	\$1,295.00	\$1,295.00
05/14/2025	Matthew Umhofer	1.8	Strategize re: [Redacted], review documents re: same	\$1,295.00	\$2,331.00
05/15/2025	Madeline Matson	0.2	Review independent assessment of city funded programs to target action items; circulate with team	\$500.00	\$100.00
05/15/2025	Madeline Matson	0.3	Review minutes from 5/15 hearing to target action items: circulate with team	\$500.00	\$150.00
05/15/2025	Elizabeth Mitchell	8	Drive to/from, attend hearing	\$1,295.00	\$10,360.00
05/15/2025	Matthew Umhofer	1.1	Draft stipulation re [Redacted], communications re same	\$1,295.00	\$1,424.50
05/15/2025	Matthew Umhofer	2.6	Review document and prepare for hearing	\$1,295.00	\$3,367.00
05/15/2025	Matthew Umhofer	8	Prepared for and attended hearing	\$1,295.00	\$10,360.00
05/16/2025	Madeline Matson	0.2	Review second amended minutes to target action items; circulate with team	\$500.00	\$100.00
05/16/2025	Madeline Matson	0.2	Review and analyze transcript for proceedings to target action items; circulate with team	\$500.00	\$100.00
05/16/2025	Madeline Matson	0.3	Review briefing schedule to target action items; circulate with team	\$500.00	\$150.00
05/16/2025	Elizabeth Mitchell	1.5	Meet with criminal taskforce	\$1,295.00	\$1,942.50
05/16/2025	Elizabeth Mitchell	1.4	Meeting with potential witnesses	\$1,295.00	\$1,813.00
05/16/2025	Elizabeth Mitchell	2.1	Prep for hearing: draft stipulated briefing schedule and confer re Apex witnesses	\$1,295.00	\$2,719.50
05/18/2025	Elizabeth Mitchell	4.7	Strategize for evidentiary hearing: draft joint stipulation for Apex witnesses	\$1,295.00	\$6,086.50
05/19/2025	Elizabeth Mitchell	4.9	Hearing Prep	\$1,295.00	\$6,345.50
05/19/2025	Matthew Umhofer	2.1	Prepare for hearing	\$1,295.00	\$2,719.50
05/20/2025	Madeline Matson	0.4	Draft joint witness list and deliver to E. Mitchell	\$500.00	\$200.00
05/20/2025	Madeline Matson	0.7	Draft witness calendar and deliver to E. Mitchell	\$500.00	\$350.00
05/20/2025	Elizabeth Mitchell	4.2	Hearing Prep	\$1,295.00	\$5,439.00
05/20/2025	Elizabeth Mitchell	0.9	Draft joint witness list; communications with city re pending issues	\$1,295.00	\$1,165.50
05/20/2025	Matthew Umhofer	3	Hearing preparation	\$1,295.00	\$3,885.00
05/21/2025	Jon Powell	0.5	Finalize the subpoenas to appear for K. Bass and M. Rodriguez, deliver to E. Mitchell via email for review and service	\$500.00	\$250.00
05/21/2025	Madeline Matson	1	Finalize witness list and prepare witnesses for evidentiary hearing appearances	\$500.00	\$500.00
05/21/2025	Madeline Matson	0.5	Quality check [Redacted] and deliver results to J. Powell	\$500.00	\$250.00
05/21/2025	Patrick Nitchman	0.2	Email discussion re TrialPad for upcoming hearing	\$500.00	\$100.00
05/21/2025	Elizabeth Mitchell	5.9	Hearing Prep	\$1,295.00	\$7,640.50
05/22/2025	Jon Powell	1.5	Review and analyze the opposition to request to continue for citations to case law and the record, make changes to formatting, finalize the declaration and assemble the exhibits, file and serve via ECF	\$500.00	\$750.00
05/22/2025	Jon Powell	3	Coordinate the creation of demonstrative charts for the May 27 hearing, deliver charts to P. Webster via email for review and discussion, update and double check [Redacted], deliver everything to P. Nitchman for chart creations	\$500.00	\$1,500.00
05/22/2025	Jon Powell	0.5	Format the notice of apex witness and review and analyze citations to case law and the record, deliver mark up to E. Mitchell via email for review and discussion, file and serve via ECF	\$500.00	\$250.00
05/22/2025	Madeline Matson	1	Analyze and quality check [Redacted] and deliver results to J. Powell	\$500.00	\$500.00
05/22/2025	Madeline Matson	0.6	Research K. Bass [Redacted] and deliver results to team	\$500.00	\$300.00
05/22/2025	Madeline Matson	0.3	Review Gibson Dunn notices of appearance to target action items; circulate with team	\$500.00	\$150.00
05/22/2025	Madeline Matson	0.3	Review Judge Carters orders in advance of evidentiary hearing to target action items; circulate with team	\$500.00	\$150.00
05/22/2025	Madeline Matson	0.3	Review briefing on hearing continuance to target action items; circulate with team	\$500.00	\$150.00
05/22/2025	Madeline Matson	0.3	Strategize with team re evidentiary hearing	\$500.00	\$150.00
05/22/2025	Patrick Nitchman	0.2	Research and download report re homelessness; circulate for attorney review	\$500.00	\$100.00
05/22/2025	Patrick Nitchman	2.5	Prepare charts based on [Redacted]; circulate to matter team for review and discussion; revise charts based on feedback	\$500.00	\$1,250.00
05/22/2025	Elizabeth Mitchell	6.1	Hearing Prep	\$1,295.00	\$7,899.50
05/22/2025	Elizabeth Mitchell	2.7	Review ex parte application to continue and draft opposition	\$1,295.00	\$3,496.50
05/22/2025	Adam Snyder	0.2	Call with E. Mitchell re briefing on [Redacted]	\$1,295.00	\$259.00
05/22/2025	Adam Snyder	4.3	Review and analyze opposing counsel's objection and relevant caselaw; draft outline of arguments; draft brief	\$1,295.00	\$5,568.50
05/22/2025	Ingrid Nitchman	2	General Internet research for contact information for Emily Vaughn Henry: communications with E. Mitchell re same	\$150.00	\$300.00
05/22/2025	Ingrid Nitchman	3	Review paft transcript for instances of discussions between [Redacted]	\$150.00	\$450.00
05/22/2025	Jennifer Mitchell	0.8	Finalize & file Stipulation re Bass & Rodriguez subpoenas per E. Mitchell	\$500.00	\$400.00
05/23/2025	Jennifer Mitchell	0.2	Finalize & file joint witness list	\$500.00	\$100.00

Entries Before 3/24/25	
Removed Entries	

05/23/2025	Jon Powell	12	Preparation for upcoming evidentiary hearing pull exhibits, number them, Bates label them, prepare an exhibit list, draft subpoenas to appear at hearing, deliver to team via email for review and discussion	\$500.00	\$6,000.00
05/23/2025	Madeline Matson	0.3	Strategize with team re upcoming evidentiary hearing	\$500.00	\$150.00
05/23/2025	Madeline Matson	0.5	Edit and deliver final witness list to E. Mitchell	\$500.00	\$250.00
05/23/2025	Madeline Matson	4	Prepare all evidentiary hearing exhibits and deliver to J. Powell	\$500.00	\$2,000.00
05/23/2025	Madeline Matson	0.5	Prepare opposition to ex parte application and deliver to E. Mitchell	\$500.00	\$250.00
05/23/2025	Madeline Matson	0.3	Review notices of appearance to target action items; circulate with team	\$500.00	\$150.00
05/23/2025	Patrick Nitchman	4.6	Prepare additional charts communication re same, phone call with E. Mitchell; discussion with M. Umhofer	\$500.00	\$2,300.00
05/23/2025	Elizabeth Mitchell	5.7	Hearing Prep	\$1,295.00	\$7,381.50
05/23/2025	Elizabeth Mitchell	2.6	Apex witness briefing	\$1,295.00	\$3,367.00
05/23/2025	Matthew Umhofer	9.1	Prepare for hearing	\$1,295.00	\$11,784.50
05/23/2025	Adam Snyder	1.2	Review and revise joint stipulation re City's motion for protective order	\$1,295.00	\$1,554.00
05/23/2025	Ingrid Nitchman	3.1	Download and transcribe 5/20/2025 City Council meeting	\$150.00	\$465.00
05/24/2025	Jon Powell	7.5	Preparation for upcoming evidentiary hearing pull exhibits, number them, Bates label them, prepare an exhibit list, draft subpoenas to appear at hearing, deliver to team via email for review and discussion	\$500.00	\$3,750.00
05/24/2025	Elizabeth Mitchell	6.6	Hearing Prep	\$1,295.00	\$8,547.00
05/24/2025	Elizabeth Mitchell	2.5	Draft and file opposition to ex parte application to quash subpoenas	\$1,295.00	\$3,237.50
05/25/2025	Jon Powell	5	Preparation for upcoming evidentiary hearing pull exhibits, number them, Bates label them, prepare an exhibit list, draft subpoenas to appear at hearing, deliver to team via email for review and discussion	\$500.00	\$2,500.00
05/25/2025	Elizabeth Mitchell	3.7	Hearing Prep	\$1,295.00	\$4,791.50
05/26/2025	Patrick Nitchman	2.9	Revise charts based on attorney feedback	\$500.00	\$1,450.00
05/26/2025	Patrick Nitchman	0.4	Review witness outline and compile exhibit list	\$500.00	\$200.00
05/26/2025	Patrick Nitchman	3.4	Prepare TrialPad iPad; prepare exhibit iPads; TrialPad training with M. Umhofer and E. Mitchell; load hearing transcripts to TrialPad	\$500.00	\$1,700.00
05/26/2025	Elizabeth Mitchell	10.6	Hearing prep	\$1,295.00	\$13,727.00
05/27/2025	Jon Powell	3.5	Continue to work on preparations for the coming days of the hearing, draft a request to [Redacted], deliver to M. Umhofer via email for review and discussion, file and serve via ECF	\$500.00	\$1,750.00
05/27/2025	Madeline Matson	0.3	Strategize re alliance settlement in process research project	\$500.00	\$150.00
05/27/2025	Madeline Matson	0.3	Review alliance ex parte briefing and order to target action items; circulate with attorney team	\$500.00	\$150.00
05/27/2025	Madeline Matson	0.2	Review City of LA objections to expert testimony to target action items; circulate with attorney team	\$500.00	\$100.00
05/27/2025	Patrick Nitchman	10.2	Travel to court and attend hearing setup iPads, prepare exhibits; prepare video clips; revise charts with corrected data labels; draft notice of filing corrected exhibit; file notice of correct exhibit; file brief re admissibility standards	\$500.00	\$5,100.00
05/27/2025	Elizabeth Mitchell	16.8	Prep for, participate in evidentiary hearing	\$1,295.00	\$21,756.00
05/27/2025	Omid Rahimdel	2	Conducted research regarding the [Redacted] per M. Umhofer's request	\$150.00	\$300.00
05/27/2025	Omid Rahimdel	2	Created a report that sorted research findings regarding the [Redacted] for M. Umhofer's review	\$150.00	\$300.00
05/27/2025	Omid Rahimdel	1.5	Drafted a pleading that incorporated M. Umhofer's research regarding [Redacted]	\$150.00	\$225.00
05/27/2025	Omid Rahimdel	0.1	Printed a list of the current LA City Council members for the court's reference	\$150.00	\$15.00
05/27/2025	Omid Rahimdel	3	Attended LA Alliance hearing to take notes and provide support for M. Umhofer and E. Mitchell	\$150.00	\$450.00
05/28/2025	Jennifer Mitchell	0.7	Research with I. Nitchman M. Umhofer request for articles from City Council meeting controller	\$500.00	\$350.00
05/28/2025	Madeline Matson	2	Prepare [Redacted] exhibit and deliver to E. Mitchell for evidentiary hearing cross	\$500.00	\$1,000.00
05/28/2025	Madeline Matson	0.1	Review and analyze Alliance request to Hold May 29 Hearing in Skid Row to target action items; circulate with team	\$500.00	\$50.00
05/28/2025	Madeline Matson	0.3	Research Mejia [Redacted] and deliver findings to M. Umhofer	\$500.00	\$150.00
05/28/2025	Madeline Matson	0.1	Review notice of filing corrected exhibit and supplemental exhibit to target action items; circulate with team	\$500.00	\$50.00
05/28/2025	Madeline Matson	0.2	Analyze minutes from Evidentiary Hearing Day 1 to target action items; circulate with team	\$500.00	\$100.00
05/28/2025	Madeline Matson	0.2	Review notice re conflict from City of LA to target action items; circulate with team	\$500.00	\$100.00
05/28/2025	Madeline Matson	0.7	Prepare electronic binder for exhibits 201-214 and deliver to M. Umhofer	\$500.00	\$350.00
05/28/2025	Patrick Nitchman	7.3	Travel to court and attend hearing; print corrected charts; troubleshoot spreadsheet exhibit in TrailPad; edit exhibit; prepare documents into new exhibits; email opposing counsel re updated exhibits sharefile	\$500.00	\$3,650.00

Entries Before 3/24/25	
Removed Entries	

05/28/2025	Elizabeth Mitchell	15	Prep for, participate in evidentiary hearing	\$1,295.00	\$19,425.00
05/28/2025	Ingrid Nitchman	1	Research and compiled City Controller documents re homelessness emergency extension per M. Umhofer request	\$150.00	\$150.00
05/28/2025	Ingrid Nitchman	2	Transcribed City Council 5-27-2025 meeting	\$150.00	\$300.00
05/28/2025	Ingrid Nitchman	0.8	Research and compiled Controller report on Unspent Homelessness budget per M. Umhofer request	\$150.00	\$120.00
05/28/2025	Omid Rahimdel	4	Attended LA Alliance hearing to take notes and provide support for M. Umhofer and E. Mitchell	\$150.00	\$600.00
05/28/2025	Omid Rahimdel	1.5	Created a chart detailing LA City Council districts, the current occupant, and prior occupants(s) for M. Umhofer	\$150.00	\$225.00
05/28/2025	Omid Rahimdel	1.3	Took detailed notes on the testimony of M. Szabo for E. Mitchell	\$150.00	\$195.00
05/28/2025	Omid Rahimdel	0.5	Delivered exhibits from court to office for scanning and sending	\$150.00	\$75.00
05/28/2025	Omid Rahimdel	0.3	Finalized M. Szabo testimony notes to send to E. Mitchell for her review	\$150.00	\$45.00
05/29/2025	Jennifer Mitchell	0.5	Review Agonafer outline per M. Matson request for additional exhibits	\$500.00	\$250.00
05/29/2025	Madeline Matson	3.5	Finalize exhibits for Agonafer and Bass [Redacted]; and travel to and from courthouse re same	\$500.00	\$1,750.00
05/29/2025	Madeline Matson	0.3	Review and analyze transcripts from days one and two of evidentiary hearing to target action items: circulate with team	\$500.00	\$150.00
05/29/2025	Patrick Nitchman	4.6	Prepare exhibits: prepare audio clip; prepare video clip; communication re same: research [Redacted]	\$500.00	\$2,300.00
05/29/2025	Elizabeth Mitchell	14.5	Prep for, participate in evidentiary hearing	\$1,295.00	\$18,777.50
05/29/2025	Matthew Umhofer	11	Prepare for hearing, participate in hearing	\$1,295.00	\$14,245.00
05/29/2025	Omid Rahimdel	2	Attended LA Alliance hearing to take notes and provide support for M. Umhofer and E. Mitchell	\$150.00	\$300.00
05/29/2025	Omid Rahimdel	0.6	Revised and reprinted LA City Council chart to make requested changes from the City	\$150.00	\$90.00
05/29/2025	Omid Rahimdel	0.3	Picked up and delivered printed exhibits for M. Umhofer and E. Mitchell in relation to the LA Alliance hearing	\$150.00	\$45.00
05/29/2025	Omid Rahimdel	0.5	Picked up iPad materials for M. Umhofer in preparation for LA Alliance hearing the following day	\$150.00	\$75.00
05/29/2025	Omid Rahimdel	2	Reviewed court transcript from first day of LA Alliance hearings per M. Umhofer's request to [Redacted]	\$150.00	\$300.00
05/29/2025	Omid Rahimdel	2	Created summary of [Redacted] the LA Alliance hearings per M. Umhofer's request	\$150.00	\$300.00
05/29/2025	Omid Rahimdel	0.4	Resolved technical issue relating to Guided Access not properly functioning on iPad used in court per E. Mitchell's request	\$150.00	\$60.00
05/30/2025	Jennifer Mitchell	1.2	Pull Henry testimony from May 27 transcript per M. Umhofer request	\$500.00	\$600.00
05/30/2025	Madeline Matson	2.5	Analyze [Redacted], deliver research results to E. Mitchell and M. Umhofer in court	\$500.00	\$1,250.00
05/30/2025	Madeline Matson	0.3	Read and analyze [Redacted] for M. Umhofer; circulate with team	\$500.00	\$150.00
05/30/2025	Madeline Matson	0.2	Review minutes of evidentiary hearings on 5/28 and 5/29 to target action items: circulate with team	\$500.00	\$100.00
05/30/2025	Patrick Nitchman	4.6	Prepare exhibits and video clips	\$500.00	\$2,300.00
05/30/2025	Elizabeth Mitchell	12.2	Prep for, participate in evidentiary hearing	\$1,295.00	\$15,799.00
05/30/2025	Matthew Umhofer	10.4	Prepre for hearing, participate in hearing	\$1,295.00	\$13,468.00
05/30/2025	Omid Rahimdel	1	Attended LA Alliance hearing to take notes and provide support for M. Umhofer and E. Mitchell	\$150.00	\$150.00
05/30/2025	Omid Rahimdel	2	Reviewed 39-page brief by E. Mitchell to [Redacted] per M. Umhofer's request	\$150.00	\$300.00
05/30/2025	Omid Rahimdel	2	Created outline of [Redacted] in E. Mitchell's brief for M. Umhofer to review for LA Alliance hearing	\$150.00	\$300.00
05/30/2025	Omid Rahimdel	1.5	Reviewed charts provided by E. Mitchell to compare [Redacted]	\$150.00	\$225.00
05/30/2025	Omid Rahimdel	1	Created a chart detailing the comparison of [Redacted] per E. Mitchell's request	\$150.00	\$150.00
05/30/2025	Omid Rahimdel	0.6	Revised chart detailing the comparison of [Redacted] per E. Mitchell's	\$150.00	\$90.00
06/01/2025	Elizabeth Mitchell	6.2	Prep for evidentiary hearing	\$1,295.00	\$8,029.00
06/02/2025	Jennifer Mitchell	0.2	Research & circulate [Redacted] per M. Umhofer request	\$500.00	\$100.00
06/02/2025	Madeline Matson	2	Prepare physical binders and flash drivers with evidentiary hearing exhibits and deliver to courthouse	\$500.00	\$1,000.00
06/02/2025	Madeline Matson	0.3	Review and analyze evidentiary hearing transcripts days three and four to target action items; deliver to team	\$500.00	\$150.00
06/02/2025	Madeline Matson	0.3	Analyze relevant related case docker review and deliver supplemental briefs to E. Mitchell	\$500.00	\$150.00
06/02/2025	Patrick Nitchman	0.4	Research public source for full text of [Redacted]	\$500.00	\$200.00
06/02/2025	Patrick Nitchman	2.1	Prepare electronic exhibit for hearing: print physical exhibits and materials for hearing: create vedio clip exhibit: prepare flash drives for court	\$500.00	\$1,050.00
06/02/2025	Patrick Nitchman	2.7	Draft Notice of Lodging Video Exhibits: revise based on attorney feedback: prepare for filing: file documents	\$500.00	\$1,350.00

Entries Before 3/24/25	
Removed Entries	

06/02/2025	Elizabeth Mitchell	12.1	Drive to/from, prep for, participate in evidentiary hearing	\$1,295.00	\$15,669.50
06/02/2025	Omid Rahimdel	0.9	Attend hearing: Resolve issue with printer and deliver documents for E. Mitchell for use in hearing	\$150.00	\$135.00
06/03/2025	Madeline Matson	0.3	Review transcripts and notice of lodging re days four and five of evidentiary hearing to target action items: deliver to team	\$500.00	\$150.00
06/03/2025	Madeline Matson	0.2	Review request for judicial notice to target action items: deliver to team	\$500.00	\$100.00
06/03/2025	Patrick Nitchman	4.8	Update exhibit list: analyze exhibit and basis for judicial notice; research legal standards; draft [Redacted]; prepare documents for filing; file documents	\$500.00	\$2,400.00
06/03/2025	Elizabeth Mitchell	12.9	Driver to/from, prep for, participate in evidentiary hearing	\$1,295.00	\$16,705.50
06/03/2025	Omid Rahimdel	4	Attend hearing; assist team with research and fact gathering in evidentiary hearing	\$150.00	\$600.00
06/04/2025	Madeline Matson	0.2	Review and analyze City of LA response to Alliance Request for Judicial Notice to target action items; deliver to team	\$500.00	\$100.00
06/04/2025	Madeline Matson	0.2	Review evidentiary hearing transcript day 5 to target action items; deliver to team	\$500.00	\$100.00
06/04/2025	Elizabeth Mitchell	10.8	Drive to/from, prep for, participate in evidentiary hearing	\$1,295.00	\$13,986.00
06/04/2025	Matthew Umhofer	10.1	Prepare for and attend evidentiary hearing	\$1,295.00	\$13,079.50
06/04/2025	Omid Rahimdel	4.5	Attend hearing: assist team with research and fact gathering in evidentiary hearing	\$150.00	\$675.00
06/05/2025	Madeline Matson	0.3	Finishing reviewing exhibits associated with notice of lodging to target action items; circulate with team	\$500.00	\$150.00
06/05/2025	Madeline Matson	0.3	Review post-hearing briefing order to target action items; circulate with item	\$500.00	\$150.00
06/05/2025	Madeline Matson	0.3	Analyze minutes of evidentiary hearing to target action items: circulate with team	\$500.00	\$150.00
06/05/2025	Madeline Matson	0.2	Review hearing transcript day 6 and notice of filing to target action items; circulate with team	\$500.00	\$100.00
06/05/2025	Matthew Umhofer	8.6	Prepare for and attend evidentiary hearing	\$1,295.00	\$11,137.00
06/05/2025	Ingrid Nitchman	2.5	Assist in drafting supplemental brief	\$150.00	\$375.00
06/05/2025	Omid Rahimdel	2.1	Reviewed and revised notes on the cross-examination of Matthew Szabo for E. Mitchell	\$150.00	\$315.00
06/06/2025	Elizabeth Mitchell	8.7	Review transcript, research issue, draft post-hearing briefing	\$1,295.00	\$11,266.50
06/07/2025	Elizabeth Mitchell	7.6	Review transcript, research issue, draft post-hearing briefing	\$1,295.00	\$9,842.00
06/08/2025	Elizabeth Mitchell	16.9	Review transcript, research issue, draft post-hearing briefing	\$1,295.00	\$21,885.50
06/09/2025	Jon Powell	6	Review and analyze the opening brief regarding evidentiary hearing citations to law and record, prepare a markup of suggested changes and deliver to E. Mitchell via email for review and discussion, prepare table of contents and table of authorities, finalize and file and serve via ECF	\$500.00	\$3,000.00
06/09/2025	Elizabeth Mitchell	6.9	Research and draft opening brief; incorporate changes; final and coordinate	\$1,295.00	\$8,935.50
06/10/2025	Elizabeth Mitchell	0.9	Review transcripts	\$1,295.00	\$1,165.50
06/10/2025	Matthew Umhofer	1.1	Strategize re: next steps and	\$1,295.00	\$1,424.50
06/11/2025	Jon Powell	1.5	Prepare a tracking chart of [Redacted] deliver to E. Mitchell via email for review and discussion	\$500.00	\$750.00
06/11/2025	Patrick Nitchman	0.3	Set account for accessing sealed exhibits; acquire and circulate exhibits	\$500.00	\$150.00
06/11/2025	Elizabeth Mitchell	1.2	Review TLS declaration and docs: communication re same	\$1,295.00	\$1,554.00
06/11/2025	Elizabeth Mitchell	0.3	Review transcripts	\$1,295.00	\$388.50
06/11/2025	Ingrid Nitchman	2	Assist with drafting Alliance reply brief	\$150.00	\$300.00
06/12/2025	Patrick Nitchman	3.4	Prepare [Redacted]; revise and edit map	\$500.00	\$1,700.00
06/12/2025	Elizabeth Mitchell	0.6	Review TLS declaration and docs: communication re same	\$1,295.00	\$777.00
06/12/2025	Elizabeth Mitchell	0.8	Review transcripts	\$1,295.00	\$1,036.00
06/12/2025	Elizabeth Mitchell	0.5	Call with T. Goethals re orientation	\$1,295.00	\$647.50
06/13/2025	Patrick Nitchman	0.8	Review opposition brief filed by city: email correspondence re same	\$500.00	\$400.00
06/13/2025	Elizabeth Mitchell	1.5	Review transcripts	\$1,295.00	\$1,942.50
06/13/2025	Elizabeth Mitchell	3.9	Review city opposition brief: research and outline reply	\$1,295.00	\$5,050.50
06/14/2025	Elizabeth Mitchell	8.8	Research and draft reply brief	\$1,295.00	\$11,396.00
06/14/2025	Eugene Lim	4.9	Perform legal research on Defendants' limits of federal court powers arguments	\$1,295.00	\$6,345.50
06/14/2025	Eugene Lim	1.1	Draft arguments on [Redacted] in brief	\$1,295.00	\$1,424.50
06/15/2025	Patrick Nitchman	4.7	Update exhibit folders; research legal standards re [Redacted]	\$500.00	\$2,350.00
06/15/2025	Elizabeth Mitchell	10.2	Research and draft reply brief	\$1,295.00	\$13,209.00
06/15/2025	Eugene Lim	4.8	Perform legal research on Defendants' limits of federal court powers arguments	\$1,295.00	\$6,216.00
06/15/2025	Eugene Lim	4.6	Draft arguments on [Redacted] in brief and circulate	\$1,295.00	\$5,957.00
06/16/2025	Jon Powell	2.5	Review and analyze the reply in support of evidentiary hearing for citations to the report and case law, make suggested changes in track changes	\$500.00	\$1,250.00
06/16/2025	Patrick Nitchman	2.5	Draft section for reply brief re legal standards and analysis of [Redacted]; revise based on attorney feedback to provide additional case analysis	\$500.00	\$1,250.00
06/16/2025	Eugene Lim	1.5	Perform legal research re [Redacted] revise brief, and circulate	\$1,295.00	\$1,942.50

Entries Before 3/24/25	
Removed Entries	

06/17/2025	Jon Powell	4	Continue work on the review and analysis of the reply in support of evidentiary hearing for citations to the report and case law. Review and update the Mitchell declaration, make suggested changes in track changes, draft the table of contents and table of authorities, deliver to E. Mitchell via email for review and discussion. file and serve via ECF	\$500.00	\$2,000.00
06/18/2025	Elizabeth Mitchell	2.1	Draft declarations and exhibits; coordinate e-filing	\$1,295.00	\$2,719.50
06/19/2025	Elizabeth Mitchell	0.7	Housing and homelessness committee	\$1,295.00	\$906.50
06/19/2025	Elizabeth Mitchell	1.1	Review city council meeting and transcript; coordinate notice to court re same	\$1,295.00	\$1,424.50
06/19/2025	Ingrid Nitchman	3	Download and transcribe Housing and 2025-06-18 Homelessness Committee Meeting	\$150.00	\$450.00
06/20/2025	Jon Powell	1	Prepare a first draft of a motion [Redacted], Umhofer declaration, and a proposed order, deliver to M. Umhofer via email for review and discussion	\$500.00	\$500.00
06/20/2025	Patrick Nitchman	2.9	Draft Request for Judicial Notice re [Redacted]; prepare exhibits; prepare documents for filing; file documents	\$500.00	\$1,450.00
06/20/2025	Elizabeth Mitchell	0.2	Review and approve joint stip re [Redacted]	\$1,295.00	\$259.00
06/20/2025	Elizabeth Mitchell	0.5	Communications with M. Martinez and City re [Redacted]; discussions with team re same	\$1,295.00	\$647.50
06/20/2025	Elizabeth Mitchell	0.4	Review and coordinate e-filing notice	\$1,295.00	\$518.00
06/23/2025	Matthew Umhofer	2.7	Review decision, strategize re: same	\$1,295.00	\$3,496.50
06/24/2025	Elizabeth Mitchell	4.2	Review and analyze order re motion for settlement agreement enforcement	\$1,295.00	\$5,439.00
06/24/2025	Matthew Umhofer	2.3	Research and draft fee motion	\$1,295.00	\$2,978.50
06/25/2025	Elizabeth Mitchell	1	Calls with P. Webster and M. Umhofer re status and strategy	\$1,295.00	\$1,295.00
06/25/2025	Elizabeth Mitchell	1.6	Strategize with team re order follow up	\$1,295.00	\$2,072.00
06/25/2025	Elizabeth Mitchell	0.4	Call with M. Martinez	\$1,295.00	\$518.00
06/26/2025	Elizabeth Mitchell	0.2	Call with L. Raagas re CAHS	\$1,295.00	\$259.00
06/26/2025	Elizabeth Mitchell	0.5	Call with A&M team re data monitor	\$1,295.00	\$647.50
06/26/2025	Elizabeth Mitchell	0.8	Analysis re order re city compliance	\$1,295.00	\$1,036.00
06/29/2025	Matthew Umhofer	3.7	Research and draft fee motion	\$1,295.00	\$4,791.50
06/30/2025	Elizabeth Mitchell	0.6	Edit LA Alliance response re policy re city order	\$1,295.00	\$777.00
06/30/2025	Elizabeth Mitchell	0.8	Strategize with LAAHR team re order	\$1,295.00	\$1,036.00
06/30/2025	Elizabeth Mitchell	0.4	Review research re CFCA	\$1,295.00	\$518.00
06/30/2025	Matthew Umhofer	6.3	Research and draft fee motion	\$1,295.00	\$8,158.50
06/30/2025	Omid Rahimdel	0.8	Conduct case law research for M. Umhofer to find case where [Redacted]	\$150.00	\$120.00
06/30/2025	Omid Rahimdel	0.6	Review cases detailing [Redacted] to identify relevant quotes.	\$150.00	\$90.00
06/30/2025	Omid Rahimdel	0.4	Conduct case law research for M. Umhofer to find case where [Redacted]	\$150.00	\$60.00
06/30/2025	Omid Rahimdel	0.5	Review cases detailing [Redacted] to identify relevant quotes.	\$150.00	\$75.00
06/30/2025	Omid Rahimdel	0.5	Create a string cite of cases and quotes that [Redacted].	\$150.00	\$75.00
07/14/2025	Matthew Umhofer	2	Communications re: audit, Review documents re: same	\$1,295.00	\$2,590.00
08/10/2025	Matthew Umhofer	0.9	Strategize re: [Redacted]	\$1,295.00	\$1,165.50

	Attorney Hours	Attorney Fees	Non- Attorney Hours	Non-Attorney Fees	Total Fees
Hours/Fees Using Alliance's Requested Rates	431.3	\$558,533.50	246.9	\$91,810.00	\$650,343.50
Hours/Fees Using Standard UMK Rates	431.3	\$301,910	246.9	\$91,810.00	\$393,720
Hours/Fees at 25% Benchmark	107.8	\$75,460	61.7	\$22,953	\$98,413

EXHIBIT B

Entries Before 3/24/25	
Removed Entries	

Date	Service Item	Time	Description	Rate	Total
2024-07-01	Paul Webster	1.50	Meeting with A&M re audit	\$200	\$300.00
2024-07-01	Paul Webster	0.30	Advise re strategy	\$200	\$60.00
2024-07-01	Paul Webster	0.50	Communications re audit	\$200	\$100.00
2024-07-02	Paul Webster	0.50	Communications re subsidiary	\$200	\$100.00
2024-07-02	Paul Webster	1.00	Weekly Marketing and Comms meeting	\$200	\$200.00
2024-07-03	Paul Webster	0.50	Email Followup to Laura A&M	\$200	\$100.00
2024-07-03	Paul Webster	0.75	Call w City Council Contact	\$200	\$150.00
2024-07-08	Paul Webster	1.50	Discussion w M. Matson of UMK	\$200	\$300.00
2024-07-09	Paul Webster	1.00	Consituent meeting	\$200	\$200.00
2024-07-09	Paul Webster	0.75	call with E. Mitchell re status and strategy	\$200	\$150.00
2024-07-09	Paul Webster	1.25	Review draft email re HMIS and other county-related issues	\$200	\$250.00
2024-07-11	Paul Webster	5.50	Travel and meetings re enforcement and settlement compliance	\$200	\$1,100.00
2024-07-11	Paul Webster	0.50	Call w City re settlement and monitoring	\$200	\$100.00
2024-07-16	Paul Webster	0.75	Draft strategic communications	\$200	\$150.00
2024-07-16	Paul Webster	0.50	Call with E. Mitchell re status and strategy	\$200	\$100.00
2024-07-26	Paul Webster	0.50	Call with E. Mitchell re status and strategy	\$200	\$100.00
2024-07-26	Paul Webster	1.00	Call with City Councilmember	\$200	\$200.00
2024-07-30	Paul Webster	1.25	Meeting with City Council District Staff	\$200	\$250.00
2024-08-07	Paul Webster	4.00	Homelessness Committee	\$200	\$800.00
2024-08-07	Paul Webster	1.75	Draft reports beds issues and encampment resolutions	\$200	\$350.00
2024-08-09	Paul Webster	0.50	Calls with D. Conway and E. Mitchell re status and strategy	\$200	\$100.00
2024-08-14	Paul Webster	0.50	Strategize re ballot initiative due to City lack of compliance	\$200	\$100.00
2024-08-16	Paul Webster	1.00	CoC Progress w A&M	\$200	\$200.00
2024-08-27	Paul Webster	0.50	Discussion with Special Master Martinez	\$200	\$100.00
2024-08-28	Paul Webster	1.00	Meeting w county, city, special masters;	\$200	\$200.00
2024-08-29	Paul Webster	6.00	Prep for, drive to/from, attend hearing	\$200	\$1,200.00
2024-08-30	Paul Webster	0.30	Communications with City re County HMIS issues and reporting	\$200	\$60.00
2024-08-30	Paul Webster	0.10	Call with E. Mitchell and D. Convey re status and strategy	\$200	\$20.00
2024-09-05	Paul Webster	2.00	LAA Member Meeting	\$200	\$400.00
2024-09-11	Paul Webster	1.50	CDI Coalition Meeting	\$200	\$300.00
2024-09-11	Paul Webster	1.00	Discussion w. Plaintiff G.F. re City compliance	\$200	\$200.00
2024-09-12	Paul Webster	0.50	Calls with M. Martinez and E. Mitchell	\$200	\$100.00
2024-09-18	Paul Webster	0.50	Calls with E. Mitchell and M. Umhofer re status and strategy	\$200	\$100.00
2024-09-23	Paul Webster	1.00	Call with auditors	\$200	\$200.00
2024-10-02	Paul Webster	6.00	Prep for, travel to and from, attend hearing; debrief re same	\$200	\$1,200.00
2024-10-02	Paul Webster	2.50	virtual attendance Housing and Homelessness Committee	\$200	\$500.00
2024-10-03	Paul Webster	1.00	Call with LAAHR team re status and strategy	\$200	\$200.00
2024-10-03	Paul Webster	1.50	Marketing and Strategic Comms Discussion w DK	\$200	\$300.00

Entries Before 3/24/25	
Removed Entries	

2024-10-09	Paul Webster	3.00	Prep for, attend meet and confer with County, City	\$200	\$600.00
2024-10-09	Paul Webster	1.00	Meeting with M. Matson, T. Campbell re systemic problems	\$200	\$200.00
2024-10-15	Paul Webster	0.75	Comment re LA Alliance outline (M. Matson)	\$200	\$150.00
2024-10-16	Paul Webster	7.00	Prep for, travel to and from, attend hearing	\$200	\$1,400.00
2024-10-16	Paul Webster	3.00	Attend City Housing and Homelessness Committee Meeting	\$200	\$600.00
2024-10-16	Paul Webster	1.50	Calls with Special Master and Legal Team	\$200	\$300.00
2024-10-18	Paul Webster	1.00	Call with E. Mitchell re status and strategy	\$200	\$200.00
2024-10-23	Paul Webster	8.00	Travel to/from, attend listening session at Hope the Mission	\$200	\$1,600.00
2024-10-23	Paul Webster	0.50	Strategize with E. Mitchell re status	\$200	\$100.00
2024-10-29	Paul Webster	1.00	Call with E. Mitchell re status and strategy	\$200	\$200.00
2024-10-29	Paul Webster	1.50	Review LAHSA response to M. Martinez	\$200	\$300.00
2024-11-05	Paul Webster	1.00	Call with E. Mitchell re status and strategy	\$200	\$200.00
2024-11-08	Paul Webster	1.00	Review CoC Program w A&M	\$200	\$200.00
2024-11-14	Paul Webster	1.00	Call with E. Mitchell re status and strategy	\$200	\$200.00
2024-11-18	Paul Webster	0.50	Call w H Tashjian re settlement monitoring	\$200	\$100.00
2024-11-19	Paul Webster	2.00	Review County audit	\$200	\$400.00
2024-11-21	Paul Webster	7.00	Prep for, drive to/from, attend hearing re audit	\$200	\$1,400.00
2024-11-21	Paul Webster	0.50	Debrief with D. Bang and E. Mitchell	\$200	\$100.00
2024-11-21	Paul Webster	0.50	Call with M. Martinez re audit	\$200	\$100.00
2024-11-22	Paul Webster	1.00	Call with E. Mitchell re accountability strategy	\$200	\$200.00
2024-12-03	Paul Webster	1.00	Call with E. Mitchell re status/strategy	\$200	\$200.00
2024-12-04	Paul Webster	2.50	LA City Council Housing and Homelessness Committee meeting	\$200	\$500.00
2024-12-10	Paul Webster	1.00	Calls with E. Mitchell re status and strategy	\$200	\$200.00
2024-12-11	Paul Webster	1.00	Meet and confer with City	\$200	\$200.00
2024-12-15	Paul Webster	2.00	Prepare document on LAHSA effectiveness	\$200	\$400.00
2025-01-06	Paul Webster	0.30	Strategize with E. Mitchell	\$200	\$60.00
2025-01-07	Paul Webster	6.50	Travel to/from, attend hearing; debrief with E. Mitchell re same	\$200	\$1,300.00
2025-01-09	Paul Webster	1.00	Constituent calls and emails	\$200	\$200.00
2025-01-14	Paul Webster	0.50	Call w E. Mitchell re status and strategy	\$200	\$100.00
2025-01-15	Paul Webster	1.25	Constituent calls and emails	\$200	\$250.00
2025-01-16	Paul Webster	0.75	Call with E. Mitchell re status and strategy	\$200	\$150.00
2025-01-28	Paul Webster	0.75	Call with D. Steier and E. Mitchell re status and strategy	\$200	\$150.00
2025-02-07	Paul Webster	1.00	Call with E. Mitchell re status and strategy	\$200	\$200.00
2025-02-10	Paul Webster	0.50	Calls with E. Mitchell re status and strategy	\$200	\$100.00
2025-02-10	Paul Webster	0.75	Call with E. Mitchell re status and strategy	\$200	\$150.00
2025-02-10	Paul Webster	1.50	Constituent calls and emails	\$200	\$300.00
2025-02-11	Paul Webster	0.30	Edit policy update re compliance	\$200	\$60.00

Entries Before 3/24/25	
Removed Entries	

2025-03-03	Paul Webster	8.50	Travel to/from, attend listening sessions and meetings re City/County/LAHSa and outreach support	\$200	\$1,700.00
2025-03-03	Paul Webster	3.00	Review and analyze draft audit report	\$200	\$600.00
2025-03-04	Paul Webster	1.75	Constituent calls and emails	\$200	\$350.00
2025-03-05	Paul Webster	1.00	Draft strategic communications re audit	\$200	\$200.00
2025-03-05	Paul Webster	2.50	Review audit analysis by T. Campbell	\$200	\$500.00
2025-03-10	Paul Webster	1.25	Meeting re accountability options; research re same	\$200	\$250.00
2025-03-11	Paul Webster	1.00	Call with E. Mitchell and D. Steier re status and strategy; draft email to D. Kozlowski re same	\$200	\$200.00
2025-03-18	Paul Webster	1.00	Call with D. Steier and E. Mitchell	\$200	\$200.00
2025-03-18	Paul Webster	0.75	Draft strategic communications	\$200	\$150.00
2025-03-19	Paul Webster	2.00	Housing and Homelessness Committee Meeting	\$200	\$400.00
2025-03-19	Paul Webster	2.25	Constituent calls and emails	\$200	\$450.00
2025-03-20	Paul Webster	1.00	Call with E. Mitchell re status and strategy	\$200	\$200.00
2025-03-24	Paul Webster	0.50	Review and discuss court order re encampments	\$200	\$100.00
2025-03-27	Paul Webster	8.50	Drive to/from, participate in hearing; communications re same	\$200	\$1,700.00
2025-03-30	Paul Webster	1.25	Constituent calls and emails	\$200	\$250.00
2025-03-31	Paul Webster	1.00	Meet with A&M re report	\$200	\$200.00
2025-04-01	Paul Webster	0.75	Coordinate re Alliance breakdown of audit	\$200	\$150.00
2025-04-01	Paul Webster	0.50	Calls with E. Mitchell	\$200	\$100.00
2025-04-02	Paul Webster	0.50	Review and communications re LAHSA	\$200	\$100.00
2025-04-02	Paul Webster	1.50	Constituent calls and emails	\$200	\$300.00
2025-04-02	Paul Webster	1.50	Homelessness and Housing committee	\$200	\$300.00
2025-04-03	Paul Webster	0.50	Strategize re receivership	\$200	\$100.00
2025-04-04	Paul Webster	1.75	Calls and emails re LAHSA resignation	\$200	\$350.00
2025-04-16	Paul Webster	1.00	Call with E. Mitchell status and strategy	\$200	\$200.00
2025-04-29	Paul Webster	1.00	Calls with M. Umhofer and E. Mitchell re status and strategy	\$200	\$200.00
2025-05-14	Paul Webster	1.25	Homeless and Housing Committee Review	\$200	\$250.00
2025-05-15	Paul Webster	8.50	Drive to/from, attend hearing	\$200	\$1,700.00
2025-05-23	Paul Webster	3.00	Hearing prep	\$200	\$600.00
2025-05-23	Paul Webster	2.50	Constituent calls and emails	\$200	\$500.00
2025-05-27	Paul Webster	8.50	Evidentiary hearing	\$200	\$1,700.00
2025-05-28	Paul Webster	1.50	Constituent calls and emails	\$200	\$300.00
2025-05-30	Paul Webster	12.50	Prep for, participate in evidentiary hearing	\$200	\$2,500.00
TOTAL		202.05			\$40,410.00

EXHIBIT C

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MATTHEW D. VAN STEENWYK,
Individually, as Trustee and
Beneficiary of The Matthew Van
Steenwyk GST Trust and The Matthew
Van Steenwyk Issue Trust, and as Co-
Trustee of The Gretchen Marie Van
Steenwyk-Marsh GST Trust and The
Gretchen Marie Van Steenwyk-Marsh
Issue Trust and derivatively on behalf
of Nominal Defendants APPLIED
TECHNOLOGIES ASSOCIATES,
INC., SCIENTIFIC DRILLING
INTERNATIONAL, INC. and ATA
RANCHES, INC.,

Plaintiff,

vs.

KEDRIN E. VAN STEENWYK, et al.,

Defendants,

and

APPLIED TECHNOLOGIES
ASSOCIATES, INC., SCIENTIFIC
DRILLING INTERNATIONAL, INC.,
and ATA RANCHES, INC.,

Nominal Defendants.

Case No.: 2:20-cv-02375-FLA-AJRx

Hon. Fernando L. Aenlle-Rocha

**PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES**

Hearing Date: January 10, 2025

Time: 1:30 p.m.

Place: Courtroom 6B

NOTICE OF MOTION AND MOTION

TO THE HONORABLE FERNANDO L. AENLLE-ROCHA, DISTRICT COURT JUDGE, TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 10, 2025 at 1:30 p.m. or as soon thereafter as the matter may be heard in Courtroom 6B, 6th Floor of the above captioned court, located at 350 W. 1st Street, Los Angeles, California, Plaintiff Matthew Van Steenwyk, individually, and as Trustee and Beneficiary of the Matthew Van Steenwyk GST Trust and the Matthew Van Steenwyk Issue Trust, and as Co-Trustee of the Gretchen Marie Van Steenwyk-Marsh GST Trust and the Gretchen Marie Van Steenwyk-Marsh Issue Trust, and derivatively on behalf of Nominal Defendants Applied Technologies Associates, Inc., Scientific Drilling International, Inc., and ATA Ranches, Inc. (“Matthew” or “Plaintiff”) will and hereby does move for an award of attorneys’ fees in the amount of \$10,476,734.67 against Defendants and/or ATA and SDI. Plaintiff is also entitled to an award of attorneys’ fees in the amount of \$6,536,124.67 for his efforts to obtain corporate records under California Corporations Code Sections 1601 and 1604 against ATA.

This Motion is made following the conference of counsel pursuant to United States District Court, Central District of California, Local Rule 7-3 which took place telephonically on August 26, 2024, and in the courthouse on October 29, 2024, between counsel for Plaintiff and counsel for Defendants. The parties were unable to reach agreement on the issues raised by this motion.

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1 This Motion is based upon this Notice of Motion; the Memorandum of Points and
2 Authorities filed herein; the Declaration of Matthew Donald Umhofer and
3 accompanying exhibits; any reply memorandum; the pleadings previously filed in this
4 action; and all evidence submitted in connection with this Motion at or before any oral
5 argument permitted.

6
7 Dated: December 13, 2024

UMHOFER, MITCHELL & KING LLP

8
9 By: /s/ Matthew Donald Umhofer

10 Matthew Donald Umhofer

11 J. Anthony King

12 Diane H. Bang

13 *Attorneys for Plaintiff*
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1 **MEMORANDUM OF POINTS & AUTHORITIES**

2 **I. INTRODUCTION**

3 After litigating this case on behalf of Nominal Defendants ATA and SDI for over
4 four years and prevailing at a complex two-week jury trial, resulting in an \$8,788,720
5 judgment on behalf of ATA and SDI, Plaintiff Matthew Van Steenwyk is entitled to an
6 award of attorneys' fees.¹ Because of Plaintiff's tireless commitment to this case and his
7 successful efforts, the rights of Nominal Defendants ATA and SDI were vindicated and
8 their directors, officers, and controlling shareholders are being held accountable for their
9 brazen and flagrant breaches of fiduciary duty and acts of corporate waste. Plaintiff's
10 perseverance in the face of Defendants' meritless obstinacy, obstruction, and frivolous
11 litigation tactics resulted in a common fund benefiting Nominal Defendants ATA and
12 SDI. Accordingly, Plaintiff is entitled to an award of attorneys' fees.

13 Plaintiff filed his complaint on March 12, 2020. ([ECF No. 1.](#)) Since then,
14 Defendants have engaged in scorched-earth litigation tactics and have used every
15 opportunity to obfuscate and delay. Over the course of this case, Plaintiff was required
16 to oppose *seven* motions to dismiss and two motions for summary judgment. Plaintiff
17 defended against several frivolous motions for reconsideration, and opposed
18 Defendants' meritless attempt at an interlocutory appeal, which was denied by the Ninth
19 Circuit. ([ECF No. 328.](#))

20 This case also required six discovery motions and dozens of meet and confers in
21 an effort to avoid those motions because Defendants repeatedly refused to meaningfully
22 participate in discovery. (Decl. of Matthew Umhofer ("Umhofer Decl.") ¶23.) In just
23 one example, ATA initially produced just 562 pages of discovery, but after being
24 ordered by the Court, ATA's production ballooned to over 34,000 documents. (*Ibid.*)
25 Even after being ordered to produce documents, Defendants continued to wrongfully
26 withhold discovery and then brazenly attempted to use withheld documents in their

27
28 ¹ Judgement was entered on August 13, 2024 in the amount of \$4,106,879 and
prejudgment interest in the amount of \$287,481 in favor of ATA and \$4,394,360 in favor
of SDI. ([ECF No. 515.](#))

1 motion for summary judgment, requiring one of three motions for sanctions. (Id. ¶24;
2 [ECF No. 388](#)) Beyond paper discovery, this case required thirty-nine depositions.

3 After all of Defendants' obstruction, Plaintiff brought his own, successful motion
4 for summary judgment. ([ECF No. 342.](#)) Defendants, unbowed even by their loss at
5 summary judgment and refusing to accept reality, filed a motion for reconsideration so
6 frivolous that the Court issued an order to show cause why they should not be sanctioned.
7 ([ECF No. 342.](#)) Plaintiff then prevailed in a two-week jury trial resulting in a judgment
8 of nearly \$9 million benefiting ATA, SDI, and their shareholders. Plaintiff also is likely
9 to obtain equitable relief that will result in long-needed corporate governance reforms
10 and removal of corrupt officers and directors that will be a boon to the company and
11 shareholders for years to come.

12 Plaintiff is also entitled to an award of attorneys' fees for his efforts to obtain
13 corporate records under [California Corporations Code Sections 1601 and 1604](#). There
14 is no dispute as to whether ATA violated Section 1601, as Defendant ATA admitted that
15 it withheld corporate records that Plaintiff had requested. The only question remaining—
16 whether Defendants' refusal to provide the requested records was without justification—
17 was answered resoundingly at trial. While ATA offered several excuses as to why they
18 refused to produce documents that were critical to determining whether breaches of
19 fiduciary duty and corporate waste were occurring, they could not muster a single valid
20 justification for their obstruction. Rather, the evidence unequivocally showed that ATA
21 did not produce certain documents because it knew they constituted the smoking gun
22 evidence that exposed Defendants' grift—as evidenced by the fact that Defendants
23 continued to withhold these corporate records in discovery.

24 In short, Plaintiff earned the fees requested in the face of Defendants' commitment
25 to drive up the cost of litigation as severely as possible and through an unwavering
26 commitment to prosecute this case on behalf of ATA and SDI.

27 **II. ARGUMENT**

28 Plaintiff prevailed at trial after four years of hard-fought litigation and obtained a

1 judgment of nearly \$9 million on behalf of Nominal Defendants ATA and SDI.
2 Accordingly, Plaintiff is entitled to recover fees and costs incurred on behalf of the
3 nominal defendants and other shareholders of ATA and SDI.

4 “While the general American rule is that attorneys’ fees are not ordinarily
5 recoverable as costs, both the courts and Congress have developed exceptions to this
6 rule for situations in which overriding considerations indicate the need for such a
7 recovery.” Mills v. Elec. Auto-Lite Co., 396 U.S. 375, 391–92 (1970). “A primary judge-
8 created exception has been to award expenses where a plaintiff has successfully
9 maintained a suit...that benefits a group of others in the same manner as himself.” Id.
10 (citing Fleischmann Distilling Corp. v. Maier Brewing Co., 386 U.S. 714, 717 (1967)).
11 This includes where, as here, there was a “deceit practiced on the stockholders as a
12 group...and the expenses of petitioners' lawsuit have been incurred for the benefit of the
13 corporation and the other shareholders.” Mills, 396 U.S. 375, 392 (internal citations
14 omitted). In shareholder derivative actions such as the instant case, “the expenses
15 incurred by one shareholder in the vindication of a corporate right of action can be spread
16 among all shareholders through an award against the corporation, regardless of whether
17 an actual money recovery has been obtained in the corporation's favor.” Mills, 396 U.S.
18 375, 394. This exception to the American rule in cases of a common fund is universally
19 recognized under federal, California, and Texas law.

20 **A. Plaintiff Is Entitled to Attorneys’ Fees Under the Common Fund**
21 **Doctrine**

22 The judgment obtained by Plaintiff derivatively on behalf of ATA and SDI is a
23 common fund to which others are entitled. ATA and SDI and, indirectly, their
24 shareholders, will share in the benefits obtained at Plaintiff’s expense. Courts have the
25 power to award attorneys’ fees to successful plaintiffs who through their efforts have
26 created a common fund of money to which similarly situated individuals are also
27 entitled. Accordingly, Plaintiff is entitled to an award of attorneys’ fees from the
28 common fund created through his efforts.

Under federal, California, and Texas law, “a court may grant fees and expenses

1 to derivative counsel when the derivative suit creates a common fund or confers a
2 substantial corporate benefit.” In re Wells Fargo & Co. S’holder Derivative Litig., 445
3 F. Supp. 3d 508, 518–19 (N.D. Cal. 2020), aff’d, 845 F. App’x 563 (9th Cir. 2021)
4 (citing In re Oracle Sec. Litig., 852 F. Supp. 1437, 1445 (N.D. Cal. 1994); Mills, 396
5 U.S. 375, 396; Lewis v. Anderson, 692 F.2d 1267, 1270 (9th Cir. 1982)). “Fifth Circuit
6 holdings recognize the ‘common benefit’ or ‘common fund’ equitable doctrine which
7 allows for the assessment of attorneys’ fees against a common fund created by the
8 attorney’s efforts.” Prudential-Bache Sec., Inc. v. Matthews, 627 F. Supp. 622, 625 (S.D.
9 Tex. 1986) (citing Barton v. Drummond Co., 636 F.2d 978, 982 (5th Cir. 1981)).

10 “[W]here a common fund exists to which a number of persons are entitled and in
11 their interest successful litigation is maintained for its preservation and protection, an
12 allowance of counsel fees may properly be made from such fund. By this means All of
13 the beneficiaries of the fund pay their share of the expense necessary to make it available
14 to them.” Fletcher v. A. J. Indus., Inc., 266 Cal. App. 2d 313, 320 (1968) (citing Winslow
15 v. Harold G. Ferguson Corp., 25 Cal. 2d 274, 277 (1944); Estate of Stauffer, 53 Cal. 2d
16 124, 132 (1959); Estate of Reade, 31 Cal. 2d 669, 671-72 (1948)). “The common-fund
17 doctrine has been held to apply in favor of a plaintiff who has successfully maintained a
18 stockholder’s derivative action on behalf of a corporation in this state.” Fletcher, 266
19 Cal. App. 2d 313, 320 (citing Grady v. Pacific Mutual Life Ins. Co., 61 Cal. 2d 673, 676-
20 79 (1964); Fox v. Hale & Norcross S. M. Co., 108 Cal. 475, 477 (1895)). “The common
21 fund doctrine allows for the recovery of attorney fees in equity where a plaintiff ‘has
22 maintained a successful suit for the preservation, protection, or increase of a common
23 fund[,] or [of] common property.’” Libhart v. Copeland, 949 S.W.2d 783, 803 (Tex.
24 App. 1997) (quoting Knebel v. Capital Nat’l Bank, 518 S.W.2d 795, 799 (Tex.1974)).

25 “Courts may use either the common fund or lodestar approach when awarding
26 attorney’s fees in a shareholder derivative suit.” In re Wells Fargo & Co. S’holder
27 Derivative Litig., 523 F. Supp. 3d 1108, 1111 (citing In re Oracle Sec. Litig., 852 F.
28 Supp. 1437, 1449). “[W]here the litigation results in a ‘common fund’ that benefits the

1 general class of shareholders, courts may allocate a percentage of the total fund as the
2 fee award.” In re Oracle Sec. Litig., 852 F. Supp. at 1449. Under the lodestar approach
3 “the fee is determined based on the time and materials spent by derivative counsel.” Id.
4 (citing Loring v. City of Scottsdale, Ariz., 721 F.2d 274, 275–76 (9th Cir. 1983)). “Either
5 of these methods, depending on the circumstances, can be used to determine a reasonable
6 fee.” In re Oracle Sec. Litig., 852 F. Supp. at 1449 (citing Six (6) Mexican Workers v.
7 Ariz. Citrus Growers, 904 F.2d 1301, 1311 (9th Cir. 1990)). “Under Ninth Circuit law,
8 the district court has discretion in common fund cases to choose either the percentage-
9 of-the-fund or the lodestar method.” Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1047
10 (9th Cir. 2002) (citing In re Wash. Pub. Power Supply Sys. Sec. Litig., 19 F.3d 1291,
11 1295–96 (9th Cir. 1994)). “[T]he court has broad discretion to choose the appropriate
12 method for determining the fee award.” In re Oracle Sec. Litig., 852 F. Supp. 1437,
13 1449.

14 Using the percentage-of-recovery method, “courts typically calculate 25% of the
15 fund as the ‘benchmark’ for a reasonable fee award.” In re Bluetooth Headset Prod. Liab.
16 Litig., 654 F.3d 935, 942 (9th Cir. 2011). “Ninth Circuit has made clear that courts may
17 adjust a percentage fee award upward or downward to take into account any equities
18 created by the attorney time and effort devoted to the case.” In re Oracle Sec. Litig., 852
19 F. Supp. at 1450 (citing Six Mexican Workers, 904 F.2d at 1311). “Courts often also
20 cross-check the amount of fees against the lodestar. ‘Calculation of the lodestar, which
21 measures the lawyers’ investment of time in the litigation, provides a check on the
22 reasonableness of the percentage award.” In re Wells Fargo & Co. S’holder Derivative
23 Litig., 445 F. Supp. 3d 508, 519 (quoting Vizcaino, 290 F.3d at 1050).

24
25 **B. Plaintiff Is Entitled to Attorneys’ Fees Under the Substantial Benefit**
26 **Doctrine**

27 The Court is not limited to the common fund in awarding attorneys’ fees.
28 “Attorney’s fees may be awarded in successful shareholder derivative suits that confer

1 a substantial benefit on the corporation.”² Emond v. Murphy, 2019 WL 13039332, at
2 *11 (C.D. Cal. Aug. 27, 2019) (citing Mills v. Elec. Auto-Lite Co., 396 U.S. 375, 396-
3 97 (1970); Cziraki v. Thunder Cats, Inc., 111 Cal. App. 4th 552, 557 (2002)). “[I]f a
4 judgment confers a substantial benefit on a defendant, such as in a corporate derivative
5 action, the defendant may be required to pay the attorney fees incurred by the plaintiff.”
6 Cziraki, 111 Cal. App. 4th at 558 (citing Baker v. Pratt, 176 Cal. App. 3d 370, 378
7 (1986)).

8 “[U]nder the substantial benefit exception, the trial court may exercise its
9 ‘equitable discretion ... [to] determine[] whether the interests of justice require those
10 who received a benefit to contribute to the legal expenses of those who secured the
11 benefit.’” Smith v. Szeyller, 31 Cal. App. 5th 450, 460 (2019) (quoting Pipefitters Loc.
12 No. 636 Defined Benefit Plan v. Oakley, Inc., 180 Cal. App. 4th 1542, 1547 (2010)).
13 The substantial benefit doctrine “is an ‘outgrowth’ of the common fund doctrine.” Smith
14 v. Szeyller, 31 Cal. App. 5th 450, 460 (2019) (quoting Serrano v. Priest, 20 Cal.3d 25,
15 38 (1977)). The substantial benefit doctrine “permits the award of fees when the litigant,
16 proceeding in a representative capacity, obtains a decision resulting in the conferral of a
17 ‘substantial benefit’ of a pecuniary or nonpecuniary nature.” Id.

18 “Both monetary and specific, immediately discernible non-monetary benefits,
19 such as corporate governance reforms, may be considered in evaluating the benefit
20 provided to the corporation.” In re Galena Biopharma, Inc. Sec. Litig., 2016 WL
21 3457165, at *4 (D. Or. June 24, 2016) (citing Feuer v. Thompson, 2013 WL 2950667,
22 at *2 (N.D. Cal. June 14, 2013); Wixon v. Wyndham Resort Dev. Corp., 2010 WL
23 3630124, at *3 (N.D. Cal. Sep.14, 2010); In re Rambus Inc. Derivative Litig., 2009 WL
24 166689, at *3 (N.D. Cal. Jan. 20, 2009)). Texas law similarly “allows shareholders who
25 pursue a successful derivative suit to recover their attorneys’ fees from the corporation
26 if they show that they have conferred a substantial benefit to the corporation through
27

28 ² “[F]ederal and California law [are] indistinguishable with respect to the
substantial benefit doctrine.” Lewis v. Anderson, 692 F.2d 1267, 1270 (9th Cir. 1982).

1 their efforts.” O’Neill v. Church’s Fried Chicken, Inc., 910 F.2d 263, 265 (5th Cir.
2 1990); see also Prudential-Bache Sec., Inc. v. Matthews, 627 F. Supp. 622, 625 (S.D.
3 Tex. 1986) (“Where a derivative suit has conferred substantial benefits to a corporation
4 and its shareholders, plaintiff can recover attorney fees and expenses from the
5 corporation.”).

6 Plaintiff’s successful prosecution of his derivative claims led to ATA and SDI to
7 make some limited corporate governance reforms³, such as retaining outside counsel to
8 provide advice on corporate governance. More importantly, Plaintiff also has several
9 additional reforms that will be instituted pending the Court’s ruling on the equitable
10 claims, including:

11 (i) voiding the boondoggle 2017 Agreement for Services that is still in effect,
12 which requires ATA and SDI to perform a variety of professional services for Adelaida
13 and KMBG for a fraction of their value;

14 (ii) finally removing Defendants found liable for breach of fiduciary duty from
15 their positions as directors and officers of ATA and SDI, since the Board continues to
16 refuse to do so; and

17 (iii) issue a permanent injunction preventing further breaches of fiduciary duty
18 and enjoining Defendants from causing ATA and SDI to indemnify any Defendant found
19 liable by the jury. (ECF No. 501.)

20 Accordingly, Plaintiff is entitled to attorneys’ fees from ATA and SDI for
21 conferring several substantial benefits upon the companies that otherwise would not
22 have occurred.

23 **C. Plaintiff’s Attorneys’ Fees Are Reasonable**

24 The \$10,476,734.67 requested by Plaintiff is reasonable. As the Court is

25 ³ While the limited, recent corporate governance reforms instituted to date are
26 positive on their face, such as retaining outside corporate governance counsel, the
27 execution of these reforms are still done with the same self-dealing corrupt intent as their
28 prior misconduct. For instance, Defendants hired the same firm that is prosecuting a case
against Plaintiff in Texas, to serve as the “independent” corporate governance counsel
that is providing legal advice to the Board about the propriety and benefit of that lawsuit
despite the firm’s inherent conflict of interest.

doubtlessly aware, this judgment comes after over four years of hard-fought litigation and a two-week jury trial. Defendants’ delay tactics and frivolous motion practice unfortunately pushed this higher. The amount of fees is more than adequately justified by the amount of time Plaintiff’s counsel incurred in prosecuting this action.

“The evaluation of a fee request ‘begins with a lodestar figure...’” Emond v. Murphy, 2019 WL 13039332, at *12 (C.D. Cal. Aug. 27, 2019) (quoting Robbins v. Alibrandi, 127 Cal. App. 4th 438, 449 (2005)); Ketchum v. Moses, 24 Cal. 4th 1122, 1131–32 (2001); Consumer Privacy Cases, 175 Cal. App. 4th 545, 556 (2009). “[T]he lodestar amount is calculated by multiplying “the number of hours reasonably expended on the litigation by a **reasonable** hourly rate.” Vogel v. Harbor Plaza Ctr., LLC, 893 F.3d 1152, 1160 (9th Cir. 2018) (emphasis in original) (citation omitted). “The question presented by a fee request is whether it is ‘fair and reasonable.’” Emond, 2019 WL 13039332, at *12 (quoting Robbins, 127 Cal. App. 4th 438, 449).

“The reasonableness of attorney fees is generally determined by consideration of the following factors: the number of hours spent on the case, reasonable hourly compensation for the attorney, the novelty and difficulty of the questions involved, the skill displayed in presenting them, and the extent to which the litigation precluded other employment by the attorney.” Aetna Life & Cas. Co. v. City of Los Angeles, 170 Cal. App. 3d 865, 880 (1985). “The district court’s inquiry must be limited to determining whether the fees requested by this particular legal team are justified for the particular work performed and the results achieved in this particular case.” Moreno v. City of Sacramento, 534 F.3d 1106, 1115 (9th Cir. 2008).

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Plaintiff's lodestar figures, based on attorney time and expense records, are as follows:

Attorney	Hours Worked	Hourly Rate	Fee Total
Adam Snyder	19.2	\$ 600.00	\$ 11,520.00
Allen Bowman	13.2	\$ 350.00	\$ 4,620.00
Allen Bowman	4.0	\$ 400.00	\$ 1,600.00
Anthony King	2783.8	\$ 700.00	\$ 1,948,660.00
Brendan Pratt	592.6	\$ 500.00	\$ 296,300.00
Chase Martin	68.8	\$ 275.00	\$ 18,920.00
Chase Martin	337.6	\$ 280.00	\$ 94,528.00
Chase Martin	484.9	\$ 300.00	\$ 145,470.00
Chase Martin	245.8	\$ 320.00	\$ 78,656.00
Chase Martin	2.8	\$ 350.00	\$ 980.00
Christa Wasserman	407.3	\$ 700.00	\$ 281,460.00
Diane Bang	4740.7	\$ 600.00	\$ 2,844,420.00
Dolly Hansen	46.4	\$ 700.00	\$ 32,480.00
Elizabeth Rader	19.8	\$ 600.00	\$ 11,880.00
Eugene Lim	417.4	\$ 500.00	\$ 208,700.00
Ezra Landes	83.3	\$ 700.00	\$ 58,310.00
Hans Allhoff	77.1	\$ 650.00	\$ 50,115.00
Jonas Mann	389.7	\$ 600.00	\$ 233,820.00
Jonas Mann	22.7	\$ 700.00	\$ 15,890.00
Martin Moroski	1634.4	\$ 325.00	\$ 531,180.00
Matthew Umhofer	1799.3	\$ 700.00	\$ 1,259,510.00
Matthew Wallace	88.0	\$ 500.00	\$ 43,975.00
Melissa Rapp	579.0	\$ 500.00	\$ 289,500.00
Melissa Rapp	2286.9	\$ 550.00	\$ 1,257,795.00
Riley Smith	23.4	\$ 500.00	\$ 11,700.00
Riley Smith	108.1	\$ 550.00	\$ 59,455.00
Thomas Madden	12.0	\$ 410.00	\$ 4,920.00
Thomas Madden	2.9	\$ 420.00	\$ 1,218.00
Thomas Madden	1.6	\$ 425.00	\$ 680.00
Thomas Madden	8.5	\$ 430.00	\$ 3,655.00
Thomas Madden	0.9	\$ 460.00	\$ 414.00

Paralegal	Hours Worked	Hourly Rate	Fee Total
Anita Jonian	225.7	\$ 200.00	\$ 45,130.00
Darlene Mayfield	1.2	\$ 200.00	\$ 240.00
George Olguin	1390.4	\$ 150.00	\$ 208,560.00
George Olguin	465.1	\$ 175.00	\$ 81,392.50
George Olguin	2.8	\$ 190.00	\$ 532.00
Gretchen Eddy	258.4	\$ 200.00	\$ 51,680.00
Jennifer Grayson	10.1	\$ 150.00	\$ 1,515.00
Jennifer Mitchell	296.5	\$ 200.00	\$ 59,300.00
Jon Powell	580.6	\$ 200.00	\$ 116,126.67
Jordan Zim	42.4	\$ 200.00	\$ 8,480.00
Maggie Boneso	26.4	\$ 185.00	\$ 4,884.00
Maggie Boneso	10.6	\$ 210.00	\$ 2,226.00
Nolan Burkholder	23.2	\$ 200.00	\$ 4,640.00
Patrick Nitchman	447.3	\$ 200.00	\$ 89,460.00
Vickie Bengard	0.3	\$ 175.00	\$ 52.50
Vickie Bengard	1.0	\$ 185.00	\$ 185.00
Grand Total	21,084.0		\$ 10,476,734.67

D. Plaintiff's Hourly Rates Are Reasonable

When performing the lodestar cross-check, the first step “requires the district court to determine a reasonable hourly rate for the fee applicant’s services.” Cotton v. City of Eureka, 889 F. Supp. 2d 1154, 1167 (N.D. Cal. 2012). “This determination is made by examining the prevailing market rates in the relevant community charged for similar services by lawyers of reasonably comparable skill, experience and reputation.” Id. (internal quotation marks omitted). The relevant community is the district in which the case is proceeding. See id. (citing Barjon v. Dalton, 132 F.3d 496, 500 (9th Cir. 1997)). “The fee applicant has the burden of producing satisfactory evidence ... that the requested rate is in line with those prevailing in the community.” Jordan v. Multnomah County, 815 F.2d 1258, 1263 (9th Cir. 1987). The fee applicant may provide affidavits from the attorney who worked on the case, as well as affidavits from other area attorneys

1 or examples of rates awarded to counsel in previous cases. Bellinghausen v. Tractor
2 Supply Co., 306 F.R.D. 245, 262 (N.D. Cal. 2015).

3 Here, Plaintiff's lodestar calculation is based upon Plaintiff's counsel's customary
4 hourly rates that the firm charges for its services ranging from \$200 for paralegals to
5 \$700 for partners. Plaintiff's counsel's rates are in line with and, in some cases, lower
6 than the rates of their colleagues who have similar experience and qualifications and
7 who also practice complex civil litigation and those that have been approved by courts
8 in the Central District. (Umhofer Decl. ¶¶ 8-19.) For instance, in litigation that lasted
9 from 2011 to 2014, the Central District approved Defendants' counsel's rates ranging
10 from \$825 to \$930 for senior partners, \$610 to \$750 for junior partners, \$350 to \$690
11 for associates, and \$240 to \$345 for paralegals. Perfect 10, Inc. v. Giganews, Inc., 2015
12 WL 1746484, at *15-21 (C.D. Cal. Mar. 24, 2015). This is just one example of many
13 where courts in the Central District have approved rates well above Plaintiff's counsel.
14 See Chambers v. Whirlpool Corp., 214 F. Supp. 3d 877, 899 (observing that attorney
15 hourly rates between \$485 and \$750 are common in Los Angeles and that rates from
16 \$500 to \$975 were approved in complex cases as far back as 2014) (citing Counts v.
17 Meriwether, 2016 WL 1165888, at *3-4 (C.D. Cal. 2016) and Rodriguez v. Cty. of L.A.,
18 96 F. Supp. 3d 1012, 1023 (C.D. Cal. 2014) (approving hourly rates of \$700-\$975 for
19 partners, \$600 for a tenth-year lawyer, and \$500 for sixth-year lawyer); 3M Company v.
20 Phoenix Automotive Refinishing Co., Ltd., 2018 1989536, at *7 (C.D. Cal. Apr. 25,
21 2018) (approving rates of \$790 for partner, \$580 for counsel, and \$260 for paralegal in
22 IP case and observing that reasonable hourly fees for similar complex cases ranged from
23 \$610 to \$930 for partners, \$360 to \$690 associates, and \$240 to \$345 for paralegals in
24 2015); Mergens v. Sloan Valve Co., 2017 WL 9486153, at *12 (C.D. Cal. Sept. 18,
25 2017) (approving rates up to \$890 for partners in consumer class action settlement);
26 ScriptsAmerica, Inc. v. Ironridge Global LLC, 2016 WL 6871280, *4 (C.D. Cal. Jan. 12,
27 2016) (approving hourly rates of \$950 for a partner who had practiced since 1978 and
28 \$700 for an associate practicing for ten years). Here, Plaintiff's counsel's current rate is

1 reasonable considering the complexity of the lawsuits and the experience and skill
2 required to succeed against such formidable opponents.

3 In fact, the Magistrate in this case previously found “that the billing rates of
4 Plaintiff’s counsel are reasonable.” (R. & R. of U.S. Magistrate Judge at 8, ECF No.
5 295; Order Accepting in Part R. & R. of U.S. Magistrate Judge with Modifications, ECF
6 No. 321.)

7 **E. The Hours Incurred Are Reasonable**

8 Plaintiff obtained a jury verdict on behalf of ATA and SDI after four years of
9 extremely contentious litigation. This case involved seven motions to dismiss, three
10 motions for summary judgment, six *ex parte* applications, multiple frivolous motions for
11 reconsideration, and a frivolous interlocutory appeal. (Umhofer Decl. ¶ 21.) Because of
12 Defendants’ abuse of the protective order and their wanton confidentiality designations,
13 Plaintiff was forced to file large portions of his motion for summary judgment under
14 seal, necessitating more work as a result of arguably confidential designations. (Id. at ¶
15 22.) There were six motions to compel and every defendant had to be ordered to comply
16 before producing substantive responses. (Id. at ¶ 23.) Even then Defendants improperly
17 withheld documents and then, shockingly, attempted to rely on those same documents
18 later, resulting in one of three motions for sanctions. (Id. at ¶ 24.) There were thirty-nine
19 depositions taken and tens of thousands of pages of documents produced. (Id. at ¶ 22.)
20 In the end, Plaintiff prepared for and prevailed in a two-week jury trial. (Id.) In short,
21 the amount of time spent by Plaintiff is eminently reasonable given the scope of the case,
22 necessitated by the scale of Defendants’ opposition and dilatory tactics.

23 To the extent that Defendants argue that the hours must be reduced because
24 Plaintiff also had direct claims, such a reduction is unnecessary and unsupported by the
25 law. “Apportionment...was not necessary because the pleadings were completely
26 intertwined and relied on the same factual allegations.” Smith v. Szezyller, 31 Cal. App.
27 5th 450, 462–63 (2019). “[F]ees need not be apportioned ‘when incurred for
28 representation on an issue common to both a cause of action in which fees are proper

1 and one in which they are not allowed. All expenses incurred with respect to the [issues
2 common to all causes of action] qualify for award.” Amtower v. Photon Dynamics, Inc.,
3 158 Cal. App. 4th 1582, 1603–04, (2008), as modified (Feb. 15, 2008) (quoting
4 Reynolds Metals Co. v. Alperson, 25 Cal. 3d 124, 129-130 (1979)). “Thus, allocation is
5 not required when the issues are ‘so interrelated that it would have been impossible to
6 separate them into claims for which attorney fees are properly awarded and claims for
7 which they are not.” Amtower, 158 Cal. App. 4th at 1603–04 (quoting Akins v.
8 Enterprise Rent-A-Car Co., 79 Cal. App. 4th 1127, 1133 (2000)).

9
10 **F. Plaintiff Is Also Entitled to Attorneys’ Fees for Defendants’ Violation**
of California Corporations Code Section 1601

11 If this Court finds that ATA failed to comply with Plaintiff’s proper demand for
12 corporate records under California Corporations Code Section 1601 without
13 justification, the court may reimburse the shareholder reasonable expenses incurred,
14 including attorney’s fees. Cal. Corporation Code § 1604. ATA admitted in the recent
15 Section 1601 trial that it did not provide numerous records that Plaintiff had requested
16 in 2019. The evidence also showed that ATA had no valid justification for withholding
17 the records requested. Nor could it, as the evidence in this case clearly showed that
18 Defendants purposefully hid their misconduct from Plaintiff. And the documents
19 requested, such as the general ledger, were critical to uncovering Defendants’ scheme
20 of funneling millions of ATA’s money every year to Adelaida and KMBG for their
21 benefit. Rather, ATA could only muster flimsy excuses for its failure to produce these
22 documents.

23 Accordingly, Plaintiff should be awarded his attorneys’ fees incurred in pursuing
24 his Section 1601 claim, which includes, among other things: submitting the requests;
25 reviewing ATA’s responses and records produced; correspondence with counsel to
26 follow up on the requests; drafting the complaint and amended complaints; drafting
27 discovery requests regarding records that ATA did not produce in response to the
28 Section 1601 requests; motion practice to finally obtain documents withheld; deposing

witnesses regarding these records and requests; preparing for trial; trial of the Section 1601 claim; and post-trial briefing related to the Section 1601 trial and this motion.

Plaintiff has separately calculated these fees as follows:

Attorney	Hours Worked	Hourly Rate	Fee Total
Adam Snyder	17.0	\$ 600.00	\$ 10,200.00
Allen Bowman	13.2	\$ 350.00	\$ 4,620.00
Allen Bowman	0.2	\$ 400.00	\$ 80.00
Anthony King	1298.5	\$ 700.00	\$ 908,950.00
Brendan Pratt	52.5	\$ 500.00	\$ 26,250.00
Chase Martin	68.8	\$ 275.00	\$ 18,920.00
Chase Martin	317.9	\$ 280.00	\$ 89,012.00
Chase Martin	431.8	\$ 300.00	\$ 129,540.00
Chase Martin	125.1	\$ 320.00	\$ 40,032.00
Chase Martin	2.3	\$ 350.00	\$ 805.00
Christa Wasserman	371.5	\$ 700.00	\$ 256,400.00
Diane Bang	3167.9	\$ 600.00	\$ 1,900,740.00
Dolly Hansen	44.3	\$ 700.00	\$ 31,010.00
Elizabeth Rader	19.8	\$ 600.00	\$ 11,880.00
Eugene Lim	48.2	\$ 500.00	\$ 24,100.00
Ezra Landes	72.5	\$ 700.00	\$ 50,750.00
Hans Allhoff	29.1	\$ 650.00	\$ 18,915.00
Jonas Mann	8.4	\$ 600.00	\$ 5,040.00
Jonas Mann	21.5	\$ 700.00	\$ 15,050.00
Martin Moroski	1249.9	\$ 325.00	\$ 406,217.50
Matthew Umhofer	1257.2	\$ 700.00	\$ 880,040.00
Matthew Wallace	76.4	\$ 500.00	\$ 38,175.00
Melissa Rapp	452.4	\$ 500.00	\$ 226,200.00
Melissa Rapp	1708.7	\$ 550.00	\$ 939,785.00
Riley Smith	23.4	\$ 500.00	\$ 11,700.00
Riley Smith	101.4	\$ 550.00	\$ 55,770.00
Thomas Madden	12.0	\$ 410.00	\$ 4,920.00
Thomas Madden	2.9	\$ 420.00	\$ 1,218.00
Thomas Madden	1.6	\$ 425.00	\$ 680.00
Thomas Madden	8.2	\$ 430.00	\$ 3,526.00
Thomas Madden	0.9	\$ 460.00	\$ 414.00

Paralegal	Hours Worked	Hourly Rate	Fee Total
Anita Jonian	116.3	\$ 200.00	\$ 23,250.00
Darlene Mayfield		\$ 200.00	\$ -
George Olguin	1212.4	\$ 150.00	\$ 181,860.00
George Olguin	216.9	\$ 175.00	\$ 37,957.50
George Olguin	1.3	\$ 190.00	\$ 247.00
Gretchen Eddy	174.3	\$ 200.00	\$ 34,860.00
Jennifer Grayson	10.1	\$ 150.00	\$ 1,515.00
Jennifer Mitchell	58.0	\$ 200.00	\$ 11,600.00
Jon Powell	445.8	\$ 200.00	\$ 89,166.67
Jordan Zim	37.3	\$ 200.00	\$ 7,460.00
Maggie Boneso	26.4	\$ 185.00	\$ 4,884.00
Maggie Boneso	4.0	\$ 210.00	\$ 840.00
Nolan Burkholder	22.2	\$ 200.00	\$ 4,440.00
Patrick Nitchman	134.6	\$ 200.00	\$ 26,920.00
Vickie Bengard	1.0	\$ 185.00	\$ 185.00
Grand Total	13,466.0		\$ 6,536,124.67

III. CONCLUSION

After four years of contentious litigation and a two-week jury trial, Plaintiff successfully obtained a judgment of over \$8 million on behalf of Nominal Defendants ATA and SDI and will likely cause significant corporate governance reforms. Plaintiff should thus be entitled to recover his attorneys' fees of \$10,476,734.67 from Defendants and/or ATA/SDI.

Plaintiff is also entitled to his attorneys' fees and costs under California Corporations Code Section 1604 for ATA's refusal to provide corporate records he had requested. Accordingly, Plaintiff is entitled to recover \$6,536,124.67 in attorneys' fees from ATA.

Dated: December 13, 2024

UMHOFER, MITCHELL & KING LLP

By: /s/ Matthew Donald Umhofer
Matthew Donald Umhofer
J. Anthony King
Diane H. Bang
Attorneys for Plaintiff

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiff, certifies that this brief contains
4,862 words, which complies with the word limit of L.R. 11-6.1.

December 13, 2024

UMHOFER, MITCHELL & KING LLP

/s/ Matthew Donald Umhofer

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