

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

LA ALLIANCE FOR HUMAN RIGHTS, )	CASE NO: 2:20-CV-02291-DOC-KESx
ET AL., )	
	)
Plaintiffs, )	CIVIL
	)
vs. )	Los Angeles, California
	)
	Thursday, May 15, 2025
CITY OF LOS ANGELES, ET AL., )	
	) ( 9:18 a.m. to 10:03 a.m.)
Defendants. )	(10:59 a.m. to 11:13 a.m.)

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STATUS CONFERENCE RE A&M AUDIT;

PLAINTIFFS' MOTION FOR ORDER FOR SETTLEMENT AGREEMENT  
COMPLIANCE [DKT.NO.863]

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

APPEARANCES: SEE PAGE 2

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Also present: KATHRYN BARGER  
LISA BROWN  
LAURA FROST  
DIANE RAFFERTY  
PAUL WEBSTER

1 Los Angeles, California; Thursday, May 15, 2025; 9:18 a.m.

2 (Call to Order)

3 THE COURT: Kelly, thank you very much. If you'd be  
4 seated, I'm usually less formal than that, but Kelly, thank  
5 you.

6 We're in session on the matter of L.A. Alliance for  
7 Human Rights v. the City of Los Angeles. And I'd like to have  
8 your appearances by all of the parties, please. And you can  
9 remain seated if you'd like to during this presentation. I'm  
10 trying to keep people away from the lectern during flu season.  
11 If you want to use the lectern, you're more than welcome to,  
12 but you're also welcome to be rather informal and just be  
13 seated as if you are in state court.

14 MS. MITCHELL: Thank you, Your Honor. Elizabeth  
15 Mitchell, Umhofer, Mitchell & King, on behalf of plaintiffs.  
16 Paul Webster from L.A. Alliance is also here with me. My  
17 colleague, Matt Umhofer, is up in Judge Frimpong's  
18 courtroom. He will be down with us when he's finished with  
19 that matter.

20 THE COURT: Okay.

21 MS. BRODY: Lauren Brody, Miller Barondess LP, on  
22 behalf of the county. I'm here with my colleague, Jason  
23 Tokoro, and I'd like the record to note that Supervisor Kathryn  
24 Barger is also here. Apologies, Your Honor. Mira Hashmall is  
25 in trial, and her request to be excused today was denied.

1           **THE COURT:** Pleasure to have you here. Thank you,  
2 Supervisor.

3           **MR. MARCUS:** Good morning, Your Honor. Scott Marcus,  
4 on behalf of the City of Los Angeles.

5           **MS. HOANG:** And good morning, Your Honor. Arlene  
6 Hoang, for the City of Los Angeles.

7           **THE COURT:** Pleasure. Nice seeing both of you.

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

10           **THE COURT:** I received a letter last evening from  
11 Judge Gandhi, who's the special master in this matter, along  
12 with Special Master Michelle Martinez. I've had a conversation  
13 with Judge Gandhi sometime last evening between 8:00 and 10  
14 o'clock, and sometime this morning about between 6:00 and  
15 7:00.

16           The letter I received last evening is as follows, and  
17 I'll docket this. "Dear Judge Carter, with profound respect  
18 for the court and administration of justice, I write to  
19 formally tender my resignation as a Special Monitor Master in  
20 the Los Angeles County's Historic Settlement in the L.A.  
21 Alliance for Human Rights Litigation. Serving in this role has  
22 been a singular honor. Since that day, we walked the streets  
23 of Skid Row in 2023, the opportunity to assist the Court in  
24 addressing one of our most urgent and complex humanitarian  
25 issues of our time, people experiencing homelessness in Los

1 Angeles has left an enduring mark on me, both professionally  
2 and personally. Thank you for the grace to serve. While I may  
3 be stepping down from this formal capacity, my commitment to  
4 the cause of housing justice and systematic reform remains  
5 unwavering. The work to end this crisis is not only a policy  
6 imperative, it's a moral one. I'm confident that with courage,  
7 collaboration, and your leadership, meaningful progress shall  
8 further continue to that most noble goal. I'm grateful for the  
9 trust placed in me by the Court. I will do everything possible  
10 to ensure the smooth transition."

11           When I received this, I've talked to him subsequently  
12 about whether, depending upon what the circuit does and this  
13 new directive and executive order from President Trump, would  
14 cause a conflict on his part if he entered into what I'm going  
15 to call the Veterans Administration case. I subsequently had a  
16 conversation with him this morning and asked if there was any  
17 possible way that he believed that the parties or he could  
18 continue on.

19           He'll leave that to each of you, but he just thinks  
20 it's best under these circumstances to tender his  
21 resignation. I leave that to the parties because today we're  
22 going to have to discuss who that new special master would be  
23 or start down that process, and that's why some of the delay in  
24 the back.

25           The second issue for consideration today is the A&M

1 audit, and I'm going to ask A&M to make their presentation  
2 today, and then I'll go around the room for any comments, et  
3 cetera, for any interested parties. So if A&M would come  
4 forward, please, and I represent to you that I've had  
5 conversations with them.

6 Michelle, you'll have to help me with my memory, but  
7 as late as Wednesday. Thank you very much. Would you  
8 introduce yourself to the record? Make sure you're  
9 comfortable. If you'd like to bring a chair up so that the  
10 other parties who aren't making the initial presentation can be  
11 seated, then you can address the Court.

12 **MS. FROST:** Thank you, Your Honor. Laura Frost.

13 **MS. RAFFERTY:** Diane Rafferty from Alvarez and  
14 Marsal.

15 **MS. BROWN:** Lisa Brown.

16 **THE COURT:** All right. Please.

17 **MS. FROST:** Thank you, Your Honor. We appear before  
18 you today to address both the urgency of Los Angeles's  
19 homelessness crisis and to clarify the nature of our work.

20 **THE COURT:** And I'm going to slow you down just a  
21 little bit like I do the litigants, okay, and sometimes myself.

22 **MS. FROST:** Absolutely. No, thank you. As an  
23 objective third party, we wish to underscore that our financial  
24 and performance report was not a formal regulatory  
25 audit. Rather, it was a comprehensive assessment and evidence-

1 based review intended to illuminate how homelessness services  
2 and beds are funded by the city and how services are delivered  
3 and managed.

4 Our purpose was to provide an impartial data-driven  
5 perspective that can guide meaningful solutions. We arrived at  
6 our conclusions by examining the flow of funds, assessing the  
7 structures meant to serve people experiencing homelessness, and  
8 verifying how resources were ultimately reaching those in  
9 need.

10 During our assessment, we quantified 2.3 billion in  
11 total funding for the three city programs under our  
12 review. This amount represents appropriations, commitments,  
13 and expenses across the look-back period June 2020 through June  
14 2024. It is important to note that over half of the quantified  
15 funding went toward investment in infrastructure or capital  
16 costs for beds. For some of these capital funds, this  
17 quantified figure may extend beyond the parameters of the look-  
18 back period.

19 In other words, some of these allocations, while  
20 documented within the data we evaluated, could have been  
21 committed and spent prior to the look-back period or be  
22 destined for future expenditures rather than having been fully  
23 spent during the timeframe under review. Additionally, of the  
24 quantified funding, roughly \$500 million covered services  
25 managed through LHASA, and it is within this portion of

1 spending that we identified critical gaps in data and reporting  
2 where funds spent on specific services and the reported  
3 creation of open beds could not be definitively verified.

4           Despite repeated references to bed counts and court  
5 proceedings, our assessment suggests that these figures alone  
6 can be both incomplete and at times unverifiable. Without  
7 reliable data on occupancy, service quality, and genuine  
8 progress toward permanent housing, bed counts remain an empty  
9 measure that may mask deeper challenges in addressing the  
10 homelessness crisis. Lack of transparency does more than  
11 obscure resource allocation. It directly impedes the capacity  
12 to respond effectively to those who endure day after day of  
13 housing instability, whether they are on the streets and  
14 vehicles or rotating through shelters with no guaranteed path  
15 to a permanent home.

16           As an objective third party, we are not here to  
17 assign blame or sensationalize shortfalls, instead our report  
18 presents insight so we can collectively strengthen the system  
19 that this vulnerable population relies upon. When data is  
20 difficult to track or interpret or when its quality is  
21 compromised, it becomes nearly impossible to optimize services  
22 or demonstrate accountability to the public.

23           Your Honor, we respectfully submit that the findings  
24 in our assessment of our final report be used as a blueprint to  
25 improve transparency, refine processes, and maximize the impact



1 of every dollar spent on homelessness services. Enhancing  
2 clarity and data and funding flows enables more targeted  
3 interventions, closing the gaps that have left too many without  
4 the support they urgently need. In short, our intent is not to  
5 overstate challenges or diminish any progress that has been  
6 made, nor to fixate on technical disagreements. Rather, it is  
7 to offer an impartial view that illuminates what works and what  
8 needs adjustment to reduce and ultimately end homelessness in  
9 Los Angeles.

10 After the previous court hearing and with the Court's  
11 permission, we met with all involved parties to solicit  
12 feedback, ensuring greater clarity and accuracy throughout the  
13 report. However, no material changes have been made to our  
14 findings and recommendations. We trust that the Court will  
15 draw on these objective findings and recommendations to  
16 encourage enhanced collaboration and accountability among all  
17 parties. With your guidance, Your Honor, we can ensure that  
18 the findings borne of an unwavering commitment to objectivity  
19 catalyze real and measurable change for those who too often  
20 remain invisible.

21 Thank you for the opportunity to present our  
22 assessment and for recognizing the importance of evidence-based  
23 solutions in confronting one of the most pressing challenges  
24 facing Los Angeles today.

25 **THE COURT:** Thank you very much. Now, do either of

1 the other parties or persons present wish to say anything at  
2 this time? If not, then I'll turn to the parties and see if  
3 they have questions.

4 Let me start with L.A. Alliance. Do you have  
5 questions concerning this audit and if so, the auditors are in  
6 front of you.

7 **MS. MITCHELL:** Thank you, Your Honor. I think on a  
8 high level because you guys -- you spent a good 10 months with  
9 the data, interviewing people, reviewing documents, not getting  
10 documents, having to follow up over and over. Is this a system  
11 that you believe can be fixed by a few patches or is it more of  
12 like a systemic overhaul that's needed in order to address the  
13 very serious challenges that you have identified?

14 **THE COURT:** And just to identify who's the speaker so  
15 I have a record.

16 **MS. RAFFERTY:** Yeah. This is Diane Rafferty from  
17 A&M.

18 I think to your question, it's very difficult whether  
19 you're a company, a commission, to patch work things. It  
20 really -- all of this needs to be looked at in a different way.  
21 I mean there's so many tools out there that we're not looking  
22 at AI solutions. I think it needs to start from the ground up  
23 to figure out what you -- what the city and the county really  
24 want to do to make this system totally different. There's too  
25 many gaps and there's old data systems, and it's really hard to

1 just patchwork it because it becomes -- you solve one problem  
2 and then you don't solve another.

3 So in our assessment, because we do a lot of this  
4 work, is to really build it up from the ground up. That's not  
5 saying to replace every single person but the processes are  
6 extremely broken.

7 **MS. MITCHELL:** I have nothing further. Thank  
8 you. Apparently I do have one more question. Did you review  
9 any other audits from any other states or any other  
10 homelessness systems and did you see any similarities or  
11 patterns between those?

12 **MS. FROST:** I mean, I think homelessness crisis is  
13 definitely not isolated within Los Angeles. I believe to this  
14 magnitude, yes. I think a lot of -- this is very unique and I  
15 think relation to the structure right between the  
16 infrastructure of how homelessness services are deployed, but I  
17 believe a lot of cities are facing a homelessness crisis and  
18 challenge. So we definitely looked at this wasn't just pure  
19 isolation.

20 **MS. RAFFERTY:** And just to add to that, you know, we  
21 did look at other cities that are dealing with this, in  
22 Seattle, Chicago, New York. LA City and County are so unique  
23 because they are so vast and there's so many different  
24 components. It just is -- that's why everybody's looking at  
25 this nationally thinking if LA can do something, then we

1 probably can too. But there's no examples out there. There's  
2 little things that we see work but not on a system level and  
3 the size and the scope of LA and LA County.

4 **MS. MITCHELL:** Thank you.

5 **THE COURT:** Any other comments concerning the  
6 audience from LA Alliance?

7 **MS. MITCHELL:** No, not at this time. Thank you, Your  
8 Honor.

9 **THE COURT:** On behalf of Los Angeles County.

10 **MS. BRODY:** Thank you, Your Honor. You know, we've  
11 really appreciated the opportunity to work with A&M over this  
12 process. You know, we really thank you for the empathy and  
13 care that you brought to this very challenging project. You  
14 know, Supervisor Barger sat down with you about a month ago to  
15 discuss the methodology and findings and thank you for making  
16 the time in order to have those conversations ongoing.

17 You know, the County has independently taken a hard  
18 look on the system as it's working on the ground and whether  
19 it's serving the people who rely on it and we were really  
20 pleased to see that the steps that the County has independently  
21 undertaken are in line with your recommendations. Now we're  
22 continuing to review them and you know we have nothing further  
23 to add. We don't have any questions but we're happy to be here  
24 and thank you for your work.

25 **THE COURT:** Supervisor Barger, does this meet with

1 your approval?

2 **MS. BARGER:** Absolutely. And I thank you for taking  
3 the time. I better understood --

4 **THE COURT:** Let's give you a microphone. Kelly, I'm  
5 sorry. Pardon me. Just remain where you are. No, you don't  
6 have to. We'll get you a microphone. Thank you, Kelly.

7 By the way, for all parties, because we're entering a  
8 different phase potentially, those personal relationships with  
9 Mayor Bass and other people, Supervisor Barger, I'm now going  
10 to desist from. So before we were having breakfast, et cetera,  
11 we're now in a new, let's say, potential realm of presentation  
12 concerning these alleged breaches of the agreements, and I  
13 think it would be best then that those personal discussions  
14 between the Mayor, the Court, Supervisors, until we have this  
15 hearing and the Court reaches some conclusions, I probably  
16 won't be accepting calls or conveying back. But I want it  
17 clear to all parties, the Court is only going to deal  
18 eventually if we can reach further settlements, et cetera, and  
19 definitions with the Chairman of the Board, the Mayor, and the  
20 President of the Council and people of those stature, because I  
21 want those personal commitments. And by the way, Judge Birotte  
22 was available today for any further settlement  
23 discussions. He's standing by, but I don't think we have some  
24 of the folks here that would need to be present to make those  
25 kinds of representations.

1           So from now on, it has to start at this top with  
2 responsibility, not coming up through staff. Okay, all right,  
3 let me turn to the City. Oh, I'm sorry, I mean, we got you the  
4 microphone. My apologies.

5           **MS. BARGER:** That's okay. All I was going to say is  
6 thank you. We did meet and I better understood how they got  
7 some of the conclusions and I have to commend them because they  
8 understood but they also were able to figure it out without  
9 getting a lot of the documentation they needed. So I  
10 appreciate that challenge that they had and that's pretty much  
11 it. We don't have any dispute with what the conclusions were.

12           **THE COURT:** Thank you very much. Let me turn to the  
13 City. Scott Marcus.

14           **MR. MARCUS:** Thank you, Your Honor. Scott Marcus on  
15 behalf of the City.

16           The City also had an opportunity to meet with A&M  
17 after the last hearing to discuss the methodology and the  
18 findings, and we had a very productive conversation. The only  
19 question I have is if A&M could identify any changes.

20           **THE COURT:** Can you use that microphone?

21           **MR. MARCUS:** Yeah, if A&M could identify any material  
22 changes that were made in the final report from the second  
23 amended report that has previously been docketed. I did try to  
24 flip through it quickly last night after it got filed, but if  
25 A&M could identify if there are any material changes from

1 conclusions or findings from the first one, assuming there are  
2 not any material changes, the City has nothing further to say  
3 on the matter.

4 **THE COURT:** Please.

5 **MS. FROST:** Laura Frost. No material changes have  
6 been made.

7 **THE COURT:** Let me turn to the intervenors. I'll  
8 strike that. Does anybody have any other comments or  
9 questions? Any other comments or questions?

10 **MR. MARCUS:** No, thank you.

11 **THE COURT:** Let me turn to Shayla Myers, who's the  
12 intervenor.

13 **MS. MYERS:** Thank you, Your Honor. We just want to  
14 express our thanks obviously to the A&M team for the work that  
15 you did and some of the clarifications that you added to the  
16 final report. I appreciate the terminology, consistency in  
17 terminology that you used.

18 It's been my sense throughout this that some of the  
19 disconnect is about a lack of meeting of the minds around what  
20 terms mean. Is that fair? I know we've had this conversation  
21 many times. I don't want to put words in your mouth but can  
22 you talk a little bit about the terminology and some of the  
23 challenges that you face in terms of defining the different  
24 programs and how you ultimately landed on the definitions for  
25 the Roadmap, L.A. Alliance, and InsideSafe that you use that

1 are the underlying assumptions that you used for the audit?

2 And the reason why I raised that question is I know  
3 you had mentioned this at the beginning. I think you uplisted  
4 that in the final draft that there is a disconnect around what  
5 those programs are and what the requirements are. So if you  
6 could just talk a little bit about how you landed on the  
7 definitions, and if there are questions about the definitions  
8 that you use, are there places in the audit that you can point  
9 the parties to to understand how you defined those -- you  
10 initially called them sub-programs and now you call them  
11 interventions. So just so that all of the parties and the  
12 court record is clear about that.

13 **THE COURT:** And that's a pretty broad question. So  
14 if you want to have just a discussion amongst yourselves before  
15 you respond to that.

16 **MS. FROST:** Yes, so for terminology of sub-program to  
17 interventions, we received guidance that in relation to the  
18 scope, right, it was to look at three city programs. That's  
19 the Roadmap Program, Alliance Settlement Program, and  
20 InsideSafe. Within each of those City programs, there are sub-  
21 programs, originally what we called them, right? You would  
22 have what they called roadmap interim housing, and this is in  
23 relation to like scope of required services. You would have a  
24 bridge home. You could have tiny home village. So how we  
25 wanted to make sure that it was clearly defined, instead of



1 using the word sub-program, we called them interventions.

2 And then we clarified the terminology between, I know  
3 we -- the parties use the word interim housing, and that could  
4 get confusing. So we wanted to make sure that shelter,  
5 emergency shelter, was used synonymously with interim housing.

6 **THE COURT:** Ms. Myers, does that answer your  
7 question, or do you have additional questions?

8 **MS. MYERS:** No, where can we find how you defined the  
9 roadmap program? How you defined the L.A. Alliance settlement?  
10 This has been a significant topic of conversation in hearings  
11 before the court, in terms of the scope of the audit. So is  
12 there a place in the audit where you actually define, we define  
13 the roadmap agreement and the programs under the roadmap  
14 agreement as X? So that the parties understand when you're  
15 doing an assessment, or you're saying it's not clear that the  
16 City has provided documentation, that it has met its  
17 obligations under the roadmap agreement, what is the assumption  
18 of those obligations, and where did you find that? Where is  
19 the source of that?

20 **MS. FROST:** So for each City program, for example, to  
21 your point of roadmap program, that's described -- I don't --  
22 give us a moment, we're going to point to it.

23 **(Pause)**

24 **MS. BROWN:** Lisa Brown speaking. I mean, hopefully  
25 this answers your question, but I think in Section 1.3, we have

1 a historical examination of each City program's development,  
2 and then in Section 2, 2.1, and 2.2, we talk about the City  
3 program structure and the types of housing interventions  
4 established by the City programs. And that was really through  
5 an amalgamation of our review of contract documents, financial  
6 data, scopes of required services. That was our attempt to  
7 kind of lay that out for the reader of what types of housing  
8 interventions are under each of these programs.

9 **MS. MYERS:** So if the parties or the Court wanted to  
10 locate the specific benchmark against which you were measuring  
11 whether the City was fulfilling its obligations, then we would  
12 turn to Section 1.3 to figure out what that benchmark was  
13 against which you made the determinations?

14 **MS. BROWN:** I think 1.3 would include the  
15 requirements as set out in the settlement agreements.

16 **MS. MYERS:** And then that's the benchmark that you  
17 use to reach the determination. That's really just what I'm  
18 trying to figure out for purposes of clarity. If the audit is  
19 about is the City reaching its obligations under the  
20 settlement, and there have been these questions, is CARE Plus  
21 included? All of those questions, what are we counting towards  
22 roadmap? And I think you expressed that there was some concern  
23 about reaching documentation. I'm just trying to get at what  
24 is the benchmark location of that assessment, and it sounds  
25 like it's that section. That's where we would go.

1           **THE COURT:** All right. I think in reading this  
2 document, you'll find other locations in this document, as  
3 well. 1.3 is one of those. So I'm going to broaden that to  
4 say read the document. I think it's self-explanatory within  
5 the document what those parameters were.

6           **MS. BROWN:** Agreed. And I think it goes back to --

7           **THE COURT:** And I think -- I don't see how you can  
8 respond that it's in simply one section. 1.3 is an important  
9 section, but it's throughout the document.

10           Now, a couple things. First, this is -- I'm sorry.  
11 Ms. Rafferty?

12           **MS. RAFFERTY:** And, Your Honor, also we've mentioned  
13 this before in court that everyone in this room would like  
14 their -- you know, their questions answered in this report.  
15 And everyone needs to go back and look at our scope.

16           And so we, as a consulting firm, can't vary from the  
17 scope. So we don't answer every single question, we just kind  
18 of march through it, but I think if you read 1.3 and the  
19 sections in 2 and then through the report, that there's -- I  
20 know what you're asking for, it's not as succinct because this  
21 entire system is not that succinct. There's a lot of  
22 crossover.

23           So we did the best we could to explain the programs.  
24 You can hire us to do that.

25           **THE COURT:** Yeah.

1           **MS. RAFFERTY:** I mean, it's not as -- I know what  
2 you're asking, but it's not as clear cut, like we can't point  
3 you to one paragraph to say, here's the descriptor.

4           **THE COURT:** Uh-huh.

5           **MS. MYERS:** Yeah, and I was simply asking if in  
6 reaching the conclusions that the City has not fulfilled its  
7 obligations or just -- I was simply asking, what was the  
8 benchmark against which you rated that assessment, when, where  
9 is the place that you derived that from, I think that -- you  
10 know, from our perspective is covered in the scope.

11           Certainly if that was not the purpose of the audit or  
12 the audit team didn't see that as the purpose of the audit or  
13 the Court didn't see that as the purpose of the audit, my  
14 apologies as intervenors were just trying to -- we're just  
15 trying to get at that question of --

16           **THE COURT:** Let me respond directly then from the  
17 Court's perspective to that question. First, this was a  
18 performance audit, not a forensic audit. But in this audit,  
19 the auditors in some cases had to get into the forensics that  
20 they were allowed to do.

21           In the past, the city controller has taken a position  
22 contrary to the mayor about inside safe. And you'll recall  
23 those discussions here in court.

24           The position of the City has been that there's a  
25 violation of the City charter that does not allow the

1 auditor/controller to audit the mayor or the council. This  
2 Court has been concerned that for decades if that is the  
3 position under the charter, it has also caused the City not to  
4 be audited, literally forensically for decades.

5 It also has allowed providers not to be audited for  
6 decades. There has not been a forensic audit of this City  
7 until these proceedings occurred. And there's not a forensic  
8 audit of the City at the present time. This was a performance  
9 audit.

10 Part of the evidentiary hearing I'm going to discuss  
11 with you in a few moments will decide if there is or is not a  
12 breach. If there is a breach what actions the Court would  
13 take, and whether it would move potentially to ordering a  
14 forensic audit or not. We're not there yet.

15 So I'm prepared after listening to the parties and  
16 will now adopt this audit as final, I want to thank you. I  
17 think all of us in the room want to thank you and I think every  
18 city official, county official, all of us want success. We're  
19 all on the same team.

20 We want to move forward with the homeless issues. We  
21 also eventually may need to see where this money is going. So  
22 with that final adoption, if you'd remain for just a moment,  
23 because what I say next may have some import in the hearing.  
24 And if you just want to have a seat up here in the jury box for  
25 a minute.

1           The third item on my agenda today is that the Court  
2 has received LAHSA's updates on recoupment. I have no further  
3 comment at this time, concerning this recoupment of the \$50.8  
4 million.

5           I set out earlier a docket and then a subsequent  
6 docketed direction and throughout the course of this case, this  
7 Court sought to facilitate your efforts as parties to conform  
8 to the terms of your own settlement agreement. Let me repeat  
9 that, your own settlement agreement.

10           However, this Court has tried to refrain from  
11 redrafting the agreement or continuously resolving the  
12 conflicts on things like definitions of terms that seemingly  
13 cannot be mutually agreed upon. At this stage, it appears that  
14 the parties are at an impasse and the Court's jurisdiction over  
15 the road map agreement is nearing its expiration.

16           After over a year of disagreement between plaintiff  
17 and the City about settlement obligations, two motions for  
18 compliance by the plaintiff, the A&M findings through the  
19 audit, the special master's findings in her new report, the  
20 recent additional briefing from plaintiffs on the City's  
21 alleged breaches, this Court finds it necessary to hold an  
22 evidentiary hearing on whether the City has breached its  
23 obligations under the road map agreement and the LA Alliance  
24 settlement agreement.

25           That hearing will commence in Los Angeles on May 27

1 of 2025 at 9 a.m. This Court has set aside minimally a week  
2 and up to three weeks to a month to conclude that hearing. The  
3 hearing will address all of the alleged failures and breaches  
4 by the City including, but not limited to incorrect reporting  
5 of encampment resolutions under the LA Alliance settlement,  
6 lack of documentation of the TLS bed funding counted towards  
7 the road map agreement, and the City's ability to meet its bed  
8 creation obligations.

9 This Court recognizes that the LA Alliance settlement  
10 and the road map agreement have different terms and  
11 obligations. The LA Alliance settlement expires in 2027. The  
12 road map settlement agreement expires June 30th of 2025.  
13 Because there are serious doubts about the City's ability to  
14 fulfill its obligation by 2027, and because the road map  
15 agreement expires very soon, the upcoming evidentiary hearing  
16 is necessary now.

17 The City has objected to an evidentiary hearing on  
18 the road map agreement arguing that it is improper because LA  
19 Alliance is not a party to the agreement, that only the City  
20 and County are signatories, neither of which have made a motion  
21 to enforce the agreement.

22 The road map agreement, however, was entered into in  
23 direct response to the litigation brought by plaintiff, LA  
24 Alliance. The agreement was specifically in response to the  
25 Court's May 2020 preliminary injunction requiring both the City

1 and County of Los Angeles to relocate and shelter homeless  
2 individuals living near freeway overpasses, underpasses and  
3 ramps because of the deadly hazards in the area.

4 Docket 138 and, Mirren, can I get that from you? I'm  
5 sorry, you put it right on the bench, thank you. Docket 138,  
6 dated June 18th, 2020 is the Court's order approving the  
7 binding term sheet of the road map agreement and vacating the  
8 preliminary injunction expressly because of this binding  
9 agreement.

10 The order states that the Court retains jurisdiction  
11 to monitor and enforce the terms of the binding term sheet, and  
12 that the Court may consider reinstating the injunction if the  
13 parties fail to comply with the binding term sheet. Therefore,  
14 a hearing on compliance with the agreement's terms is proper.

15 Additionally, the provisions of the road map  
16 agreement namely the creation of the 6,700 beds were meant and  
17 are meant to increase housing opportunities and mitigate the  
18 impacts of unhoused homelessness in the city and the interests  
19 represented by the plaintiffs here.

20 The City and County defendants knew that the road map  
21 agreement would serve to resolve or effect the plaintiff's  
22 claims, and the parties and the Court have all relied on  
23 compliance with this agreement. For all of these reasons, this  
24 Court can enforce and finds it can enforce the agreement and  
25 the plaintiff LA Alliance is the proper party to argue this



1 issue.

2           You've also raised some due process issues concerning  
3 briefing. In light of the LA Alliance audit, the Court is not  
4 willing to delay with the road map agreement including on June  
5 30th of 2025 and finds that this hearing is necessary and  
6 imperative.

7           Unless the parties can agree amongst yourselves on a  
8 briefing and disclosure schedule for the hearing, then this  
9 Court will set that schedule for you. And this briefing and  
10 disclosure schedule will require the following to be submitted.

11           This briefing schedule I hope you can reach today,  
12 and I will be available throughout the day as you meet and  
13 confer. Judge Birotte is available to help you also, as he was  
14 for any potential settlement discussions if other necessary  
15 parties had been present today.

16           But the witness list must be filed no later than May  
17 23rd at 5 p.m. And, you as the parties, are ordered to meet  
18 and confer during this lengthy recess and indicate to the Court  
19 if you've made progress at some time hopefully this morning and  
20 the Court will return and remain available for your  
21 convenience.

22           Now, I'm going to take a recess and set you about on  
23 your briefing schedule with the absolute expectation that we'll  
24 be going forward on May 23rd. And concerning any due process -  
25 - May 27th, I'm sorry. Concerning any due process arguments, I

1 will work with you including your briefing for such issues as  
2 the apex issue, et cetera, because I'm going to reserve almost  
3 a month for these hearings if needed.

4 Now, I want to thank the chairperson of the board of  
5 supervisors. I think now the lawyers become more involved  
6 today, you've got a City to run, a County to run, thank you for  
7 your courtesy. Why don't you go forward and we'll give you a  
8 microphone. I see that --

9 **MS. BARGER:** Early on, you said no more contact?

10 **THE COURT:** If the parties -- I've been involved with  
11 the Mayor with a number of breakfast, I've been involved with  
12 Kathryn Barger on many occasions with discussions around these  
13 homeless issues. I just worry from this point forward, if that  
14 contact now needs to be negated. And I think by the Mayor not  
15 being here today, the position you've taken on behalf of the  
16 City of her non-appearance, then I'm a little concerned if  
17 Kathryn Barger and I have conversations for instance, but if  
18 we're going to have conversations concerning further  
19 settlement, redefinitions, I would want that at the highest  
20 level.

21 The attorneys are welcome to be present, but as you  
22 as the board of supervisors, we were prepared to have some  
23 discussions today, I think that's a lost opportunity now. I  
24 was prepared to meet with the mayor and all parties, so was  
25 Judge Birotte today.

1           **MS. BARGER:** But like walking at skid row would not  
2 be --

3           **THE COURT:** Yeah, disclose that Kathryn Barger has  
4 been --

5           **MS. BARGER:** -- problem.

6           **THE COURT:** -- one of the few officials who's come  
7 down to skid row and thank you, and visited with the homeless  
8 and heard their personal --

9           **MS. BARGER:** But does that mean that we no longer can  
10 do that?

11           **THE COURT:** Until the pendency of the litigation is  
12 concluded --

13           **MS. BARGER:** Okay. I just wanted to understand.

14           **THE COURT:** -- I think it just -- so there's no  
15 accusation that I've reached out to the County or to any party.  
16 If that takes place, I'd appreciate it, it might go through  
17 Special Master Martinez, because I'd love to talk to you, would  
18 love to talk to the mayor, et cetera, but with this hearing I  
19 can understand some concern by all parties. Okay?

20           **MR. MARCUS:** Yes, Your Honor. And the -- Scott  
21 Marcus on behalf of the City. We agree with the Court's  
22 earlier comments and to the extent it's necessary to state on  
23 the record the City withdraws any consent to ex parte  
24 communications.

25           **THE COURT:** All right. Any further negotiation

1 concerning terms, modifications, that is unique your agreement  
2 that you entered into. And because of your inability or  
3 unwillingness to define these terms with your settlement  
4 agreement, the Court finds itself constantly requested to  
5 define your definitions for you. And then to appear to be  
6 entering in aggressively to an agreement that all of you folks  
7 reached and you should be able to define these terms.

8           So I look forward to talking to you in the future and  
9 if settlement discussions do take place, especially with the  
10 Mayor, you, I would want both of you personally involved with  
11 the Court, or the Governor, or whomever to make this  
12 worthwhile. But as far as talking to staff, I'm unwilling to.  
13 They can go through -- so it's a great loss. I think we lost  
14 an opportunity today.

15           Anything further? Now, if you -- by the way, if you  
16 get together and consent that I can talk together, you know,  
17 with LA Alliance and the City and the County or the City  
18 especially now, to Chairperson Barger, I think it might be very  
19 beneficial, but you'd have to consent.

20           And second, if you get together and decide I can talk  
21 to Mayor Bass, you have to consent. Because litigation will  
22 start on May 27th. Now, I'll be back to LA Alliance, is there  
23 any disagreement with that? In other words, from this point  
24 forward I'm simply going to take a much different position than  
25 I have in the past.

1           **MS. MITCHELL:** No, I understand and I appreciate  
2 that, Your Honor. From the LA Alliance's perspective, we don't  
3 have any objections to those ex parte communications. I think  
4 that those can be very helpful, I think the Court's  
5 communications with the parties, particularly the elected  
6 officials have been very helpful. So we maintain a lack of  
7 objection, but I do understand that the City is withdrawing  
8 their consent to ex parte communications at this time.

9           **THE COURT:** Yeah, let me repeat today that Judge  
10 Birotte was available. I think we've really lost an  
11 opportunity, not having the principals present. But I'll leave  
12 that to the principals involved in this litigation.

13           **SPECIAL MASTER MARTINEZ:** Your Honor?

14           **THE COURT:** All right. Counsel?

15           **SPECIAL MASTER MARTINEZ:** Before you conclude, may I  
16 just please make a comment?

17           **THE COURT:** Please.

18           **SPECIAL MASTER MARTINEZ:** Yes, my comments are just  
19 as it relates to the Alvarez and Marsal assessment. I just  
20 wanted to extend my gratitude and appreciation to the entire  
21 team over the past now 11 months, I really want to thank you.  
22 I oversaw this assessment with you all and was out in the field  
23 and also want to thank the county staff, want to thank the city  
24 staff, the unhoused community, and many advocates that were  
25 interviewed during this process.

1           You were very receptive and lastly also thank LAHSA  
2 for the data that they did provide as well and also the CAO's  
3 office as well. So many thanks to all of you and again my  
4 gratitude to the Alvarez and Marsal team, thank you.

5           **THE COURT:** And finally before the recess and then  
6 notify me when you want the Court to return, your own hour, two  
7 hours, whatever. If you reach an impasse concerning this  
8 briefing schedule, and I extend the same appreciation and I  
9 would hope that this would either move forward on behalf of the  
10 citizens of Los Angeles, including the homeless, which we  
11 sometimes have separated through an ability of the elected  
12 officials to move this ball forward.

13           But right now, this is set for a hearing on May 27th.  
14 And as such, if you can get together with Judge Birotte, from  
15 the County's perspective, the City's, so be it. But if not,  
16 then it may be resolved in a different way for these hearings.

17           So, counsel, what's your first suggested time that  
18 the Court return, an hour, two hours, 3 o'clock?

19           **MS. MITCHELL:** Your Honor, if all we're talking about  
20 is a briefing and disclosure schedule I think that can be done  
21 in 10 minutes, 20 minutes.

22           **THE COURT:** That means an hour, I'm just kidding you.  
23 Why don't I simply return at 11 o'clock, so nobody's pressed.  
24 You've got an hour to come up with that, if you can't, then  
25 I'll impose a briefing schedule on you.

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

2           **THE COURT:** Thank you very much, we're in recess.  
3 And, Supervisor Barger, thank you very much.

4           **MS. BARGER:** Thank you.

5           **(Recessed at 10:02 a.m.; reconvened at 10:59 a.m.)**

6           **THE COURT:** All right. Counsel, with your consent,  
7 let's go back on the record. And let me indicate that all  
8 counsel are present. And, counsel, your briefing schedule if  
9 you've reached one.

10           **MS. MITCHELL:** Yes, Your Honor, thank you. First, I  
11 would like to state on behalf of LA Alliance we believe that we  
12 will be very efficient in putting on evidence, so I don't think  
13 that we will need more than two days to do it.

14           Now, obviously we have the City side and I appreciate  
15 the Court wanting to give them sufficient time to respond, so I  
16 just wanted to set expectations accordingly.

17           Now, regarding the briefing schedule, what we have  
18 agreed on is we will be filing a joint witness list on the  
19 23rd.

20           **THE COURT:** Okay.

21           **MS. MITCHELL:** In addition with -- to a joint  
22 stipulation regarding Apex witnesses or any other witness  
23 objections.

24           **THE COURT:** Okay.

25           **MS. MITCHELL:** The City believes --

1                   **UNIDENTIFIED:** May 23rd.

2                   **MS. MITCHELL:** The City believes and we don't object  
3 to this that post evidentiary hearing briefing is going to be  
4 more effective than briefing prior to that. And so the  
5 proposal would be that two weeks after the last day of the  
6 hearing, the Alliance files its opening brief. The two weeks  
7 thereafter, the City can file any opposition. And two weeks  
8 thereafter, we would file a reply and that would also give the  
9 intervenors and the County and opportunity to reply to both  
10 briefs at that time.

11                   **THE COURT:** And when would be the reply to the Court  
12 because the three way agreement runs on June 30th?

13                   **MS. MITCHELL:** So it would obviously depend on how  
14 long that hearing lasted, Your Honor, but assuming that it was  
15 only one week that would mean that, you know, if we were  
16 wrapped up by no later than the 30th, our briefing would be due  
17 the 13th, the City's would be due the 27th, and that wouldn't  
18 put the reply until the middle of July.

19                   **THE COURT:** Then if the three way agreement ran on  
20 June 3rd, would there be the argument that the Court's lost  
21 jurisdiction?

22                   **MS. MITCHELL:** Unless there was an intervening order  
23 by the Court --

24                   **THE COURT:** I'm sorry?

25                   **MS. MITCHELL:** Unless there was an intervening order



1 by the Court suspending it or something or some agreement by --

2 **THE COURT:** I'd rather conclude these proceedings --

3 **MS. MITCHELL:** -- city and county.

4 **THE COURT:** -- within the time limit of the  
5 settlement agreement running. So why don't you two have  
6 another discussion about that.

7 **MS. MITCHELL:** Sure.

8 **THE COURT:** And you're right, I don't know when this  
9 will end. I'm setting aside three weeks to a month though.

10 **MS. MITCHELL:** May we have a moment, Your Honor?

11 **(Pause)**

12 **THE COURT:** That way we have plenty of time for due  
13 process, et cetera, people who can't be here on a given day.

14 **(Pause)**

15 **THE COURT:** And, counsel, I'm also in a month long  
16 trial. I'm pretty certain we'll be done by the 27th. The jury  
17 could be in deliberation, I don't think so. But I'll always be  
18 courteous and reach out to you, but.

19 **(Pause)**

20 **THE COURT:** Please.

21 **MR. MARCUS:** Your Honor, Scott Marcus on behalf of  
22 the City. With the -- based on the road map MOU expiration of  
23 June 30, if we assume that the hearing can be on that day, that  
24 makes the reply due one week prior to that, June 23rd, the  
25 opposition due one week before that, June 16. The opening

1 motion due two weeks before that, June 2nd.

2 So taking the Alliance at its word that the  
3 evidentiary hearing won't take more than two to three days, we  
4 think that briefing schedule is doable. And that allows the  
5 Court to have its full briefing into the Court and  
6 consideration and even schedule a hearing if it wants to, prior  
7 to the expiration of the road map MOU.

8 **MS. MITCHELL:** May we have just one moment, Your  
9 Honor?

10 **THE COURT:** In other words, all I want to know is the  
11 time period the Court would have to make a decision after the  
12 final briefing is before the Court. And I don't want that to  
13 be on June 30th and I don't want that -- the Court to be  
14 pressed as I try to examine this record.

15 Now, if you both stipulate in light of the hearing  
16 that the matter is not going to be subject to an argument that  
17 the Court's lost jurisdiction on June 30th, then I don't think  
18 that there's the real press of time, but I'm not going to be in  
19 a position of having a claim that the Court's lost jurisdiction  
20 if the road map agreement runs on June 30th because the  
21 briefing comes to the Court just before that deadline. So why  
22 don't you two talk about that.

23 In other words, you can proceed at a much leisurely  
24 pace, otherwise, you'll be proceeding at a little quicker pace  
25 because the Court will need time to thoughtfully consider

1 whatever you're submitting to the Court in the evidentiary  
2 hearing and your arguments.

3 **MR. MARCUS:** Your Honor, if I could ask how much time  
4 the Court would like prior to the June 30 expiration date for  
5 the final brief to be submitted?

6 **THE COURT:** I don't know because I don't know what's  
7 going to be submitted to me. You're controlling that right  
8 now. You have an idea of who these witnesses are and you have  
9 the time frame, but I don't want the Court in a precipitous  
10 position of jurisdiction allegedly running on June 30th and I  
11 have the last briefing coming so quick a period of time that I  
12 can't thoughtfully consider what each of you submitted.

13 **MR. MARCUS:** If we could have --

14 **THE COURT:** You know your case or maybe the  
15 parameters of it on both sides. Now, I'm going to get off the  
16 bench again. This is not a worthwhile discussion so far. You  
17 have a conversation and I'll be back in a couple of minutes.

18 **THE CLERK:** This Court's in recess.

19 **(Recessed at 11:06 a.m.; reconvened at 11:07 a.m.)**

20 **THE COURT:** The Court has other commitments also in  
21 the last part of June. And assuming the schedule, you two can  
22 reach a decision that gives the Court continuing jurisdiction  
23 to decide this matter by simply stipulating that if this matter  
24 isn't resolved by June 30th that the Court hasn't lost  
25 jurisdiction. That's all within your power.

1           If you don't do that, then I'm going to have a much  
2 more expedited schedule.

3           **MS. MITCHELL:** Your Honor, on behalf of LA Alliance  
4 we certainly would be fine stipulating to that.

5           **THE COURT:** Well, talk to your colleague, see --

6           **MS. MITCHELL:** But I think the issue --

7           **THE COURT:** -- if they are.

8           **MS. MITCHELL:** -- I don't think the City and the  
9 County have authority today to enter into that I think is the  
10 issue.

11           **MR. MARCUS:** Scott Marcus on behalf of the City, Your  
12 Honor. The Alliance isn't a party to the road map MOU,  
13 therefore, they don't have standing even --

14           **THE COURT:** Counsel --

15           **MR. MARCUS:** -- to waive that jurisdiction.

16           **THE COURT:** -- I've already resolved that issue. I  
17 have my record. Now, do you need to make a phone call, how do  
18 we resolve this?

19           **MR. MARCUS:** No phone call is necessary.

20           **THE COURT:** Or do I simply impose deadlines on you,  
21 Mr. Marcus?

22           **MR. MARCUS:** No phone call is necessary, Your Honor,  
23 if you can give us a few minutes to work out a better briefing  
24 schedule, one that's more acceptable to the Court.

25           **(Pause)**

1                   **MS. MITCHELL:** Okay, Your Honor. New proposal for  
2 the Court.

3                   **THE COURT:** Okay.

4                   **MS. MITCHELL:** So obviously the LA Alliance submitted  
5 quite a lengthy brief last week. I --

6                   **THE COURT:** Just a little slower.

7                   **MS. MITCHELL:** So the LA Alliance does not need  
8 additional time for briefing as far as case law. I think we  
9 have just agreed to is the hearing will be done by May 30th,  
10 upon agreement of all parties. We will then by June 2nd, the  
11 Alliance will submit its evidentiary cites, one week later by  
12 June 9th, the City will oppose. And one week later, the 16th  
13 will be due the replies, and then any additional briefing by  
14 the County or the intervenors if they so choose.

15                   So that gives the Court two weeks prior to the  
16 hearing on June 30th if that's the date the Court chooses to  
17 have the hearing.

18                   **THE COURT:** No, I can't have the hearing on June  
19 30th, I'm not available that last week.

20                   **MS. MITCHELL:** Okay. Is the Court available the week  
21 of June 23rd?

22                   **THE COURT:** Yes.

23                   **MS. MITCHELL:** So if we have all briefing submitted  
24 by June 16th, does that work for the Court?

25                   **THE COURT:** I don't know, but it may. Let's try to

1 work with that.

2 **MS. MITCHELL:** Okay.

3 **THE COURT:** And then if there -- what I don't want is  
4 any precipitous decision where I feel I'm losing jurisdiction  
5 and I can't thoughtfully decide these issues.

6 **MS. MITCHELL:** Understood.

7 **THE COURT:** Okay.

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

9 **THE COURT:** So is that tentatively agreeable to all  
10 parties?

11 **MR. MARCUS:** Yes, that schedule is agreeable, Your  
12 Honor.

13 **THE COURT:** Okay. Would you put that in writing  
14 then?

15 **MS. MITCHELL:** Yes.

16 **THE COURT:** Someone submit it to me by 12 noon  
17 tomorrow.

18 **MS. MITCHELL:** Yes.

19 **THE COURT:** Now, the next thing is, what are we going  
20 to do with Judge Gandhi who has the Court's greatest -- great  
21 appreciation in terms of replacement? In other words, you both  
22 need to thoughtfully think about that. I don't think you can  
23 reach a resolution today and I don't intend to hold you today.

24 Go back and talk to your principals about who that  
25 person would be, but I would expect some time next week. How

1 long would you folks like to meet and confer concerning that?

2           **MS. BRODY:** You know I think we had a working list a  
3 few years ago when we initiated these discussions, that  
4 circumstances change and at least on the County's behalf, I  
5 think we'd like to consider some additional names and that who  
6 ultimately is selected to step into Judge Gandhi's esteemed  
7 shoes will depend a little bit on the party's -- you know, the  
8 future monitor's availability.

9           So I'm happy to meet and confer last week and we can  
10 exchange lists. I'm not sure how quickly we could get in  
11 contact with the requisite monitors to discuss their  
12 willingness to participate.

13           **MS. MITCHELL:** And Special Master Martinez is  
14 currently still the special master over the County agreement as  
15 well, so we have in the interim, we have some oversight in  
16 accountability and so I think that gives us a little bit of  
17 time.

18           So I think we can, you know, reach out and connect  
19 tomorrow and then over the next week or so try to contact some  
20 people and hopefully narrow it down.

21           **THE COURT:** I want your principals to be comfortable  
22 because I know as counsel you have to talk to your principals.

23           **MS. MITCHELL:** Yes.

24           **THE COURT:** But I also want a tickler deadline, in  
25 other words, something that's reasonable from the Court's

1 perspective after talking to each of you. So give me a date.

2 **MS. BRODY:** Your Honor, we're already scheduled to be  
3 back here on the 27th. I think we could provide the Court at  
4 least an update by that time.

5 **THE COURT:** Okay. Does that work for the LA  
6 Alliance?

7 **MS. MITCHELL:** That's fine for us, thank you, Your  
8 Honor.

9 **THE COURT:** And May 27th, that gives us plenty of  
10 time, it's not added appearance. Then I have no further  
11 business on my agenda other than recessing.

12 **MR. MARCUS:** If I may, Your Honor, Scott Marcus on  
13 behalf of the City. In light of the Court's order issued today  
14 concerning the road map agreements inclusion in the evidentiary  
15 hearing, the City asks the Court to stay that order so it can  
16 be reviewed by the Appellate Court.

17 **THE COURT:** I'm going to deny that request. Thank  
18 you, counsel.

19 **MR. MARCUS:** Thank you.

20 **THE COURT:** We're in recess.

21 **(Proceedings concluded at 11:13 a.m.)**

22 \* \* \* \* \*

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CERTIFICATION

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



May 16, 2025

Signed

Dated

*TONI HUDSON, TRANSCRIBER*