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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

LA ALLIANCE FOR HUMAN RIGHTS,	)	Case No.
et al.,	)	2:20-CV-02291-DOC-KES
	)	
Plaintiffs,	)	
	)	
vs.	)	Los Angeles, California
	)	
CITY OF LOS ANGELES, et al.,	)	Tuesday, June 3, 2025
	)	
Defendants.	)	8:00 a.m. to 5:52 p.m.
	)	

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TRANSCRIPT OF COMPLIANCE HEARING  
BEFORE THE HONORABLE DAVID O. CARTER  
UNITED STATES DISTRICT COURT

Appearances:	See next page.
Court Reporter:	Recorded; CourtSmart
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1 Los Angeles, California; Tuesday, June 3, 2025

2 --o0o--

3 (Call to Order)

4  
5 THE COURT: On the record. Counsel are present.

6 And, Counsel, your next witness, please.

7 MS. MITCHELL: Good morning, Your Honor. We  
8 will -- well, it looks like my first witness is not  
9 currently present, so we'll go ahead and we'll call Laura  
10 Frost to the stand.

11 THE COURT: Is this for -- just a moment. Is  
12 this the one who had the 11:00 o'clock?

13 MS. MITCHELL: No, Your Honor.

14 THE COURT: There's some witness you had  
15 problems with which is why --

16 MS. MITCHELL: We resolved that issue, Your  
17 Honor, so what we're going to do --

18 THE COURT: You've resolved that?

19 MS. MITCHELL: Yes. If I can just -- if I can  
20 just explain to the Court.

21 So because Mr. McRae needs to take a break, he's  
22 not the one that's going to take John Maceri, which is the  
23 individual who had the conflict. So from 10:45 to 12:00  
24 Mr. Maceri will be the only witness that we call while  
25 Mr. McRae is out, I guess in his office.



1 THE COURT: What's the lineup for today?

2 MS. MITCHELL: So this morning we have Ms. Frost  
3 who's going to testify. We also have Paul Webster who's  
4 back to address a couple things. Dewey Terry will  
5 testify. I think I covered them all, and then we're  
6 calling Michelle Martinez.

7 THE COURT: And will that conclude your case?

8 MS. MITCHELL: It should, yes.

9 THE COURT: Okay. Tentatively.

10 MS. MITCHELL: Yes. Tentatively obviously  
11 subject to the apex issue.

12 THE COURT: What's the best use of our time is  
13 to call Ms. Frost?

14 MS. MITCHELL: I think so.

15 THE COURT: All right.

16 Ms. Frost, if you'd return to the stand please.  
17 The same oath that was previously administered still  
18 applies. And would you restate your name for the record  
19 please?

20 THE WITNESS: Laura Frost, F-R-O-S-T.

21 THE COURT: Thank you.

22 And would you restate your name also counsel?

23 MS. MITCHELL: Thank you, Your Honor. Yes.

24 Elizabeth Mitchell, Umhofer Mitchell and King on behalf of  
25 Plaintiff LA Alliance for Human Rights.



1 THE COURT: All right. Thank you. And this  
2 would be redirect I believe; is that correct?

3 MS. MITCHELL: Correct.

4 THE COURT: Thank you.

5 Whereupon,

6 LAURA FROST

7 Was called as a witness, and having been previously sworn,  
8 was examined and testified as follows:

9 REDIRECT EXAMINATION

10 BY MS. MITCHELL:

11 Q Now, Ms. Frost, as you've been sitting  
12 here over the last several days and had an opportunity to  
13 listen to the witnesses have you also had an opportunity  
14 to review transcripts as they have come out?

15 A Yes, I have reviewed the transcripts, as  
16 well as my team.

17 MR. MCRAE: Objection. Vague as to which  
18 transcripts.

19 THE COURT: Overruled. This is foundational.  
20 We'll see which ones she's read.

21 MS. MITCHELL: Sure.

22 BY MS. MITCHELL:

23 Q Ms. Frost, which transcripts have you had  
24 the opportunity to review?

25 A I've reviewed from May 27th and May 28th.



1 Q Now --

2 A I'm sorry. Just to clarify that. My team  
3 has reviewed all transcripts that have been docketed.

4 Q Okay. All transcripts that have been  
5 docketed so far?

6 A Correct. But, me personally, since I've  
7 been in the courtroom, I have not reviewed the transcripts  
8 outside of May 27th and 28th.

9 Q Okay. And did I send you those  
10 transcripts?

11 A No, you did not.

12 THE COURT: Counsel, all these transcripts are  
13 on the public docket.

14 MS. MITCHELL: Understood.

15 THE COURT: And on a public site so all of you  
16 know.

17 BY MS. MITCHELL:

18 Q Did I ask you to review the transcripts?

19 A No, you did not.

20 Q Now, based on your review is there of the  
21 transcripts as well as sitting in here listening to the  
22 testimony over the last several days is there anything  
23 that you want to clarify?

24 A Yes.

25 Q And can I ask you a couple preliminary



1 questions before we go through them. The first is did I  
2 ask you to clarify anything?

3 A No.

4 Q Okay. Did you call me over the weekend  
5 and ask me if you were able to clarify things on the  
6 witness stand?

7 A Yes. I called you over the weekend and  
8 inquired if we were able to clarify anything on the record  
9 as my team had read the transcripts and wanted some  
10 clarification.

11 Q And did you take notes on the issues that  
12 you felt you needed to clarify based on the testimony you  
13 both read and heard on the stand?

14 A One more time? I'm sorry.

15 Q Yes. Did you take notes on the items  
16 which you wish to clarify based on what you read and what  
17 you have heard in the last several days?

18 MR. MCRAE: Relevance.

19 A Yes, some of these matters I have also  
20 taken notes on while in court.

21 Q Okay. What's the first issue that you  
22 would like to clarify?

23 A I -- we would like to clarify the -- in  
24 relation to the data and the reason why we used words such  
25 as "potentially" or "may."





1 Q Okay. And why did you use words such as  
2 "potentially" or "may"?

3 A The weaknesses from the data or lack  
4 thereof reported to the A&M team were not a flaw in our  
5 methodology or competency. They were a central finding of  
6 our work. We identified and transparently --

7 MR. MCRAE: Objection, Your Honor. The witness  
8 appears to be reading from something, so could I have --

9 THE COURT: Just stand beside her if you'd like.  
10 Please continue.

11 MR. MCRAE: -- to see what she's reading.

12 BY MS. MITCHELL:

13 Q Ms. Frost, are you reading from the notes  
14 that you took on the issues that you want to clarify?

15 A Yes.

16 MR. MCRAE: Your Honor, can we request that the  
17 witness turn the notes over and testify from her  
18 recollection because the notes are hearsay?

19 THE COURT: She took these in relation to the --  
20 she can read from these notes.

21 MR. MCRAE: Objection. Hearsay.

22 THE COURT: He can look at them over her  
23 shoulder. Why don't you stand beside her.

24 MR. MCRAE: Yeah.

25 THE COURT: Interruptions are time consuming,



1 and I want you to have her read through these notes. If  
2 you try to clarify an answer, you can.

3 Start again, please.

4 MS. MITCHELL: Okay. So we were talking --

5 THE COURT: Just a moment. Start again. Slowly  
6 and loudly.

7 THE WITNESS: Yes, Your Honor.

8 The weaknesses from the data or lack thereof  
9 reported to the team -- A&M team were not a flaw in our  
10 methodology or competency. They were a central finding of  
11 our work. We identified and transparently reported data  
12 quality issues. Dismissing the report for flagging these  
13 deficiencies would ignore the very risk the engagement was  
14 designed to reveal.

15 For example, the cash requests submitted by  
16 LAHSA to the City are highly complex. The requests  
17 provided lack the necessary evidence to trace expenditures  
18 to the lump sum reimbursements ultimately issued by the  
19 City. The city controller acknowledged the shortfall  
20 claiming the City was cutting blank checks.

21 When the source data is so fragmented or non-  
22 existent that even an experienced accounting professional  
23 cannot reconstruct a reconciliation, the resulting  
24 deficiency is an internal control and documentation --

25 MR. MCRAE: Objection, Your Honor. This is a



1 narrative. It's not a Q&A.

2 THE COURT: Counsel, I'm sorry. Overruled. And  
3 I'd like to hear this and you're going to start over again  
4 without interruption.

5 You can begin. She's trying to clarify, and I  
6 want to hear what your clarification is. I appreciate it.  
7 You've got your record now. You've got your record.

8 MR. MCRAE: Can I have a continuing objection?

9 THE COURT: I want to hear this straight through  
10 now. You've made your point. I understand it. You're  
11 overruled. Am I clear?

12 MR. MCRAE: Yes.

13 THE COURT: I want to hear this in total.  
14 Disruptive and it's hard to follow. You've got your  
15 record. I've overruled you.

16 Once again, start from the beginning.

17 THE WITNESS: Yes, Your Honor.

18 The weaknesses from the data or lack thereof  
19 reported to the A&M team --

20 THE COURT: Slower and louder.

21 THE WITNESS: The weaknesses from the data or  
22 lack thereof reported to the A&M team are not a flaw in  
23 our methodology or competency. They were a central  
24 finding of our work. We identified and transparently  
25 reported data quality issues. Dismissing the report for



1 flagging these deficiencies would ignore the very risk the  
2 engagement was designed to reveal.

3 For example, the cash requests submitted by  
4 LAHSA to the City are highly complex. The requests  
5 provided lack the necessary evidence to trace expenditures  
6 to the lump-sum reimbursements ultimately issued by the  
7 City. The city controller acknowledged the shortfall,  
8 claiming the City is cutting blank checks.

9 When the source data is so fragmented or non-  
10 existent that even an experienced accounting professional  
11 cannot reconstruct a reconciliation, the resulting  
12 deficiency is an internal control and documentation  
13 weakness. It speaks to the program's processes, not to  
14 the competence of the professionals engaged to review  
15 them.

16 Using words such as "potentially" or "may" in  
17 our report does not indicate a lack of competency. Those  
18 terms are employed to highlight areas that warrant further  
19 review, not because we lack the ability to make a  
20 professional judgment. This approach ensures we neither  
21 overstate nor understate the evidence, adhering to  
22 professional standards.

23 THE COURT: Did anybody contact you and ask you  
24 to make this clarification or statement? In other words,  
25 did this generate from you, or did it generate from a



1 request from counsel or any other party?

2 THE WITNESS: No. This is a discussion with my  
3 team who all could not be here who read the transcripts  
4 and requested that if given the opportunity we would like  
5 clarification on the record.

6 THE COURT: You had a second clarification or  
7 was that your clarification?

8 THE WITNESS: We have a few.

9 THE COURT: Okay. Now I'll say for the record  
10 your objection is noted, but once I overrule that, as I  
11 did before, it's hard for me then to follow with the  
12 interjection in the reading.

13 MR. MCRAE: Yeah, I understand, Your Honor. I  
14 just wanted to make sure that I had a continuing  
15 objection.

16 THE COURT: I'm trying to absorb this  
17 information.

18 MR. MCRAE: Me too.

19 THE COURT: Once I made that ruling, it seems  
20 that -- first of all, a lot of these folks testifying are  
21 professionals. Mr. Szabo is government employee, some of  
22 the people from LA Alliance. But here we have lay  
23 witnesses also coming in, first time probably a number of  
24 people have testified.

25 I understand you want your record. I'm letting



1 you make the record. I could simply say all of your  
2 objections are taken, no further. I'm giving you every  
3 chance to make individual objections. I've got to absorb  
4 that information though. So in the middle of the reading  
5 I'd just appreciate me being able to hear the evidence.

6 MR. MCRAE: Right. I was just asking for a  
7 continuing objection. That's all. I just wanted to make  
8 sure for my record that that was the case.

9 THE COURT: Listen, Counsel, I'm going to let  
10 you make whatever record you'd like to, cooperating with  
11 both sides.

12 MR. MCRAE: Thank you.

13 THE COURT: I need to absorb this information  
14 and it's taking a lot of time. You've got your record.  
15 Please pay me the courtesy now of hearing, because quite  
16 frankly it's refreshing if she's clarifying on her own to  
17 hear what those clarifications are, and I have no idea  
18 what they are. So if any witness wants to correct  
19 themselves, you can bring Mr. Szabo back. You can bring  
20 other parties back if they're truly generating, you know,  
21 from their own source, and that's why I've asked you.

22 MR. MCRAE: Your Honor, thank you for the  
23 continuing objection. Can I make one other quick point?

24 This is a -- I don't have any advance notice of  
25 this speech. It's clearly like a supplement of some sort.



1 No one provided it to me.

2 THE COURT: I don't either.

3 MR. MCRAE: I know, but the difference is that  
4 I'm representing the City and it's, to me, kind of a fair  
5 warning and due process issue to have an opportunity to  
6 review the notes that the person's reading from so I could  
7 prepare a cross.

8 THE COURT: You're going to. I'm going to take  
9 a recess after that and we'll bring her back, but I like  
10 the fact that I'm hearing this for the first time, you're  
11 hearing this for the first time, and witnesses aren't  
12 being set up by counsel, quite frankly, for their side, so  
13 thank you.

14 MS. MITCHELL: And for the record, I have not  
15 seen these notes either, to be clear.

16 THE COURT: Pardon me?

17 MS. MITCHELL: I have not seen them either. I'm  
18 hearing this for the first time as well.

19 THE COURT: Rather refreshing. If you want to  
20 clarify or you want to correct, please. Quite frankly,  
21 you can put that in your report if you want to.

22 THE WITNESS: Thank you, Your Honor.

23 THE COURT: What was the next concern that you  
24 had in reading these transcripts?

25 THE WITNESS: The next concern was the depth of



1 experience that our team had. So we just want to clarify  
2 that the A&M team was composed of at least 10 team members  
3 with a depth of experience in accounting, finance, health  
4 care, government operations, and public policy. The team  
5 included certified public accountants, a chartered  
6 financial analyst, and clinicians. I'm happy to provide a  
7 list of names, titles, and bios of everyone on the team if  
8 any party wants it.

9 THE COURT: And was there any further  
10 clarification that you wanted to make?

11 THE WITNESS: In relation to that item, Your  
12 Honor, or --

13 THE COURT: Pardon me?

14 THE WITNESS: Specific to that item, Your Honor,  
15 or may I please -- Yes, we have a few more if the Court  
16 doesn't mind.

17 THE COURT: Go ahead.

18 THE WITNESS: The reason A&M disclaimed  
19 governmental accounting standards, the American Institute  
20 of Certified Public Accountants, and other governmental  
21 standards is because A&M is not a CPA firm and cannot make  
22 statements that it performed work in accordance with those  
23 accounting standards. Only CPA firms can make those  
24 statements. However, it does not mean that we did not  
25 follow similar professional standards.





1 Our engagement was executed with the same  
2 principles of objectivity, due professional care,  
3 integrity, and documented evidence and transparency. The  
4 disclaimer language in our engagement letter surrounding  
5 the fact that we are not a CPA firm was signed and agreed  
6 to by the City and subsequently mirrored in our report.  
7 We have been working with the City for almost one year and  
8 our draft report was released three months ago, and not  
9 once did the City question our competency or dispute any  
10 finding until this hearing.

11 THE COURT: Anything else?

12 THE WITNESS: Yes, Your Honor. We relied on the  
13 Alliance settlement agreement and will use other City and  
14 LAHSA documents to understand the scope of requirement  
15 under each of the city programs.

16 Any references we made to the Alliance  
17 settlement were to understand objectives, requirements,  
18 and metrics for our assessment, not to render a legal  
19 opinion on whether every term of that Alliance settlement  
20 had been met. So although compliance is inherent to the  
21 agreements, we were not retained to provide a legal  
22 opinion.

23 THE COURT: In just a moment I'm going to take  
24 your notes from you, so what's the next one?

25 THE WITNESS: Just a few quick more notes.



1           The City and LAHSA are subject to single audits  
2           that are conducted by independent auditors. The primary  
3           purpose of a single audit is to ensure that the  
4           organization receiving federal funds are using them  
5           appropriately and in compliance with federal regulations.

6           During the course of our engagement, A&M  
7           reviewed single audits for both the City and LAHSA. The  
8           single audits do not opine on the effectiveness of the  
9           organization's internal controls or effectiveness use of  
10          funds. A&M's findings do not contradict single audit  
11          findings as our findings address the effective use of  
12          funds and operational issues. We were not issuing an  
13          opinion on a finished product, like a financial statement.  
14          We were quantifying financial data and issuing an opinion  
15          on processes. We'd also like to clarify we met with LAHSA  
16          after March 27th hearing as well.

17          In relation to TLS, LAHSA and the City have not  
18          produced sufficient evidence to demonstrate that the  
19          counted beds were new or even created. The key  
20          deficiencies underpinning that fact are, one, gaps in  
21          expenditure support. For 70 percent of the contracts  
22          LAHSA originally flagged as creating those new beds, no  
23          spending detail was provided. LAHSA later clarified to  
24          the press those beds were not funded -- not all those beds  
25          were funded by the City.



1 Two, reliable contract universe. LAHSA released  
2 multiple conflicting contract lists. The lists do not  
3 specify by contract how many slots were authorized,  
4 created, and actually utilized.

5 The inconsistent address list. So the address  
6 or site roster supplied did not tie to the stated number  
7 of slots. It omitted basics such as street addresses,  
8 even when they had move-in dates, and overlapped with  
9 sites under the Alliance settlement.

10 The structure of data fragmented, incomplete,  
11 and internally inconsistent creates a high risk of  
12 inaccuracies, including double counting, and prevents the  
13 City from reliably measuring its progress. This weakness  
14 lies in record-keeping and not in the diligence of  
15 professionals attempting verification.

16 THE COURT: Okay. Now, I agree with Counsel.  
17 There's no way that you can cross-examine without looking  
18 at these notes. We're not going to go on with this  
19 witness for the time being.

20 In fact, I'm going to ask you to hand the Court  
21 your notes, and would you tear those out?

22 THE WITNESS: Oh, yes.

23 THE COURT: Well, I'll have you do it, because  
24 I --

25 Would you give those to Karlen? Or I'll give



1 those to Karlen.

2 Karlen, would you make copies of these for all  
3 counsel.

4 And would you step down for a while?

5 Counsel, we're not going to go forward with  
6 this. I agree. Let's take a look at these notes. This  
7 apparently is coming with her representation from her and  
8 her team reading these transcripts. Before we go forward,  
9 let's all take a look at these, and I want to read them  
10 also. I've heard them now, okay?

11 Do you have another witness that you can call?

12 MS. MITCHELL: Sure. We can put up Mr. Webster  
13 right now, Your Honor.

14 THE COURT: All right. Well, why don't I take  
15 a -- Is he here?

16 MS. MITCHELL: Yep, he's right in front of you,  
17 Your Honor.

18 THE COURT: All right. Right in front of me.

19 Sir, the same oath applies that was previously  
20 administered, still applies. I need you to retake the  
21 stand, please.

22 And, Karlen, I'll need --

23 I'll need copies of that if you want more copies  
24 given, Counsel. In fact, Counsel, I'm going to make three  
25 copies for Gibson, Dunn because of the folks you have



1 involved.

2 MR. MCRAE: Thank you.

3 THE COURT: I'll make two copies for the other  
4 side. In fact, you want four copies?

5 MR. MCRAE: Sure, Your Honor. Thank you.

6 THE COURT: By the way, once again, I'll note  
7 for the record that all of those objections are objections  
8 that you would have made concerning this narrative on her  
9 part, to protect your record. Fair enough?

10 MR. MCRAE: Thank you, Your Honor.

11 THE COURT: But it helps me just absorb it at  
12 one time, because when there's interruptions in the  
13 middle, I've got to understand this.

14 MR. MCRAE: Thank you, Your Honor.

15 THE COURT: I appreciate it. Okay. Good.

16 All right. Sir, would you restate your name,  
17 just because we're on CourtSmart?

18 THE WITNESS: Paul Webster.

19 THE COURT: Thank you.

20 Counsel?

21 MS. MITCHELL: Yes. Thank you, Your Honor.

22 Whereupon,

23 PAUL WEBSTER

24 was called as a witness, and having been previously sworn,  
25 was examined and testified as follows:



1 DIRECT EXAMINATION

2 BY MS. MITCHELL:

3 Q Mr. Webster, thank you for coming back.

4 Hopefully, we'll keep this brief.

5 Showing you Exhibit 25. This is a copy of

6 the settlement agreement that was reached in this case.

7 This was filed May 24th of 2022. Were you involved in

8 negotiating this settlement agreement on behalf of the

9 Alliance?

10 A Yes.

11 Q And I know you testified earlier, but can

12 you please state your position as it relates to the

13 Alliance?

14 A I'm the executive --

15 THE COURT: Just a little slower. Say that

16 again, please.

17 MS. MITCHELL: Yes, Your Honor. Thank you.

18 BY MS. MITCHELL:

19 Q Can you please state your position as it

20 relates to the Alliance?

21 A I'm the executive director of the L.A.

22 Alliance for Human Rights.

23 Q Now, in connection with this agreement,

24 I'm going to show you, looks like page 10 of the exhibit,

25 3.1 and 3.2, Housing and Shelter for City Shelter



1 Appropriate Individuals. Do you recall helping negotiate  
2 this section?

3 A Yes, I do.

4 Q Did the Alliance contract for commitments  
5 or for beds?

6 MR. MCRAE: Objection. Calls for legal  
7 conclusion.

8 THE COURT: Overruled.

9 THE WITNESS: Beds.

10 MR. MCRAE: Objection. Also lacks foundation.

11 THE COURT: Overruled.

12 BY MS. MITCHELL:

13 Specifically referring to 3.1, do you recall the  
14 exact number that was identified by the City pursuant to  
15 3.1, which was the shelter and/or housing capacity needed  
16 to accommodate 60 percent of unsheltered city shelter  
17 appropriate P.E.H. within the city?

18 MR. MCRAE: Objection. Vague. Lacks  
19 foundation.

20 THE COURT: Overruled.

21 THE WITNESS: That number is 12,915 beds.

22 BY MS. MITCHELL:

23 Q And that's the number that the City  
24 calculated; correct?

25 MR. MCRAE: Objection. Lacks foundation.



1 THE COURT: Overruled.

2 THE WITNESS: Correct.

3 BY MS. MITCHELL:

4 Q And do you recall subsequently -- and I'm  
5 showing you Exhibit 24 -- do you recall the City providing  
6 to the Alliance its milestones and deadlines in order to  
7 reach that 12,915 bed number?

8 A Yes, I recall.

9 Q And when you were negotiating on behalf of  
10 the Alliance, along with your counsel, was it your  
11 understanding that the City's obligation to build 12,915  
12 beds pursuant to these provided milestones and deadlines  
13 was optional?

14 MR. MCRAE: Objection. Lacks foundation. Calls  
15 for legal conclusion. Also, vague.

16 THE COURT: Overruled.

17 THE WITNESS: No.

18 BY MS. MITCHELL:

19 Q What is your recollection of what, based  
20 on the agreement, what the Alliance was intending to  
21 negotiate for in requiring these milestones and deadlines  
22 to be met pursuant to the agreement?

23 MR. MCRAE: Objection. Calls for legal  
24 conclusion. Lacks foundation. Also, vague.

25 THE COURT: Overruled.





1 THE WITNESS: Our objective was to secure a  
2 commitment from the City of Los Angeles to create a  
3 specific number of beds that people experiencing  
4 homelessness would be able to benefit from in coming off  
5 of the streets and homeless encampments and other various  
6 situations so that they could become housed.

7 BY MS. MITCHELL:

8 Q And was it ever the Alliance's intent or  
9 understanding in negotiating this agreement that the City  
10 could wait until the very end of the agreement, June 12th  
11 of 2027, to build or provide or create or obtain all  
12 12,915 beds?

13 MR. MCRAE: Objection. Calls for a legal  
14 conclusion. Lacks foundation. Vague. And relevance.  
15 Also, improper hypothetical.

16 THE COURT: Overruled.

17 THE WITNESS: Absolutely not.

18 BY MS. MITCHELL:

19 Q Why not?

20 A Well, there was considerable conversation  
21 about how the City could actually meet the metric and at  
22 what rate over what period of time. And, in fact, where  
23 these beds would be located throughout the city. So  
24 there's another provision of the settlement.

25 MR. MCRAE: Your Honor, objection. This is



1 getting into settlement privilege, settlement  
2 communications.

3 THE COURT: Overruled. I think we've got  
4 Mr. Szabo's opinion concerning this document. This  
5 gentleman can cast his opinion concerning this document.

6 Now, re-ask the question because it came in the  
7 middle of an answer. And then finish your answer.

8 BY MS. MITCHELL:

9 Q Why was establishment of milestones and  
10 deadlines important to the Alliance as opposed to waiting  
11 the full five years for the 12,915 beds to be created or  
12 provided?

13 MR. MCRAE: Objection. Lacks foundation. Calls  
14 for a legal conclusion. Also, vague.

15 THE COURT: Overruled.

16 THE WITNESS: Our concern and our objective was  
17 that the City could actually demonstrate progress toward  
18 the objective of creating a significant number of beds to  
19 help get people off of the street and out of homelessness.

20 BY MS. MITCHELL:

21 Q Showing you page 13 of the exhibit, which  
22 is specifically sections 5.1 and 5.2, the milestones and  
23 deadlines. Drawing your attention specifically to section  
24 5.2, was it important to the Alliance in negotiating this  
25 agreement that the City created plans and developed those



1 milestones and deadlines for certain things?

2 MR. MCRAE: Objection. Calls for a legal  
3 conclusion. Vague. Also, lacks foundation.

4 THE COURT: Overruled.

5 THE WITNESS: Absolutely.

6 BY MS. MITCHELL:

7 Q Showing you the section at the end that  
8 states "the parties agree the City will promptly employ  
9 its best efforts to comply with established plans,  
10 milestones, and deadlines." Was it your understanding in  
11 negotiating on behalf of the Alliance that the City had an  
12 obligation to move rapidly in complying with these  
13 milestones and deadlines?

14 MR. MCRAE: Objection. Calls for a legal  
15 conclusion. Lacks foundation. Vague particularly as to  
16 "rapidly."

17 THE COURT: Overruled.

18 THE WITNESS: Yes, we had hoped that we would  
19 see progress upon the first quarterly report submitted by  
20 the City.

21 BY MS. MITCHELL:

22 Q And was there anything about these  
23 milestones and deadlines that the Alliance considered  
24 aspirational instead of mandatory?

25 MR. MCRAE: Objection. Vague. Calls for a



1 legal conclusion. Relevance. Lacks foundation.

2 THE COURT: Overruled.

3 THE WITNESS: No.

4 BY MS. MITCHELL:

5 Q Going back to 3.2, I'm going to change to  
6 yellow. The section that talks about the City choosing  
7 any housing or shelter solution at its sole discretion on  
8 lines 7 and 8. Do you see that?

9 A Yes.

10 Q Is there a caveat as to what the City's  
11 discretion -- when the City's discretion might be limited  
12 in section 3.2 from the Alliance's perspective?

13 MR. MCRAE: Objection. Calls for a legal  
14 conclusion. Lacks foundation. Vague as to caveat. Also,  
15 relevance.

16 THE COURT: Overruled.

17 MR. MCRAE: It's also incomplete hypothetical,  
18 Your Honor.

19 THE COURT: You may answer the question.

20 THE WITNESS: There is.

21 BY MS. MITCHELL:

22 Q And what is that caveat, sir?

23 A The caveat is the clause, "as long as the  
24 milestones are met."

25 Q And was that important to the Alliance in



1 negotiating this agreement?

2 A Absolutely.

3 Q Why is that?

4 A Well, because the Alliance wanted to  
5 provide the City with as much opportunity and discretion  
6 in carrying out their commitment to the settlement so that  
7 they could use any means available to them as long as  
8 those activities resulted in making progress towards the  
9 milestones and that these milestones were actually met.

10 Q And so from the Alliance perspective, if  
11 the milestones were not met, what would occur?

12 MR. MCRAE: Objection. Calls for speculation.  
13 Calls for legal conclusion. Relevance. Also, vague.

14 THE COURT: Overruled.

15 THE WITNESS: Well, if the milestones were not  
16 met, then our objective was that we would call out the  
17 City in not meeting these specific commitments and that we  
18 could determine what action we could do with the City in  
19 order to expedite the creation of beds to eventually meet  
20 the milestones.

21 BY MS. MITCHELL:

22 Q Was it the Alliance's position that if the  
23 milestones are not being met, then the City at that point  
24 would lose its discretion to choose any housing or shelter  
25 solution because it was, for example --



1 THE COURT: Counselor, would you state that  
2 again? Would you move closer to the Michael and state  
3 that again?

4 MS. MITCHELL: Yes. Sorry, Your Honor.

5 BY MS. MITCHELL:

6 Q Was it the Alliance's position that if the  
7 City was not meeting its milestones for bed creation, the  
8 City would lose discretion to, for example, choose a  
9 housing or shelter solution if it was too slow, etcetera?

10 A Correct.

11 MR. MCRAE: Objection. Calls for legal  
12 conclusions. Lack of foundation. It's vague. I don't  
13 know what "et cetera" means. Also, calls for speculation.

14 THE COURT: Overruled. You can answer the  
15 question.

16 THE WITNESS: If I could continue. I remember a  
17 conversation --

18 MS. MITCHELL: I want to warn you, not a  
19 conversation with counsel, but if you're talking about the  
20 discussions overall, I think that's okay.

21 THE WITNESS: Yeah. I remember a conversation  
22 where I was --

23 MR. MCRAE: Your Honor, this is also getting  
24 into settlement communications as well, so we're very  
25 concerned about privilege here.



1 THE COURT: Overruled. You can answer the  
2 question.

3 THE WITNESS: I recall a conversation where I  
4 was like, from my perspective as the Executive Director of  
5 the LA Alliance, I wanted to mandate that the City provide  
6 specific types of housing. In fact, I wanted to say,  
7 look, the history of the City's investment in permanent  
8 supportive housing being so expensive and taking so long  
9 to come online requires perhaps some kind of a mandate  
10 that they would use some other alternatives, whether they  
11 be increasing shelter beds or tiny home villages, safe  
12 parking, lots of other low cost and greater yield types of  
13 housing alternatives. And that was -- my concern for that  
14 didn't follow through. It was ended.

15 BY MS. MITCHELL:

16 Q Because there was discretion that was  
17 afforded to the City; is that right?

18 A That is correct.

19 MR. MCRAE: Objection, Your Honor. Leading.

20 THE WITNESS: Well, the settlement itself says  
21 at its sole discretion.

22 MS. MITCHELL: Hold on. Hold on, Paul.

23 THE COURT: Just a moment. Just re-ask the  
24 question, Counsel.

25 BY MS. MITCHELL:



1 Q Okay. You said it was ended, your desire  
2 to dictate to the City the types of housing or shelter  
3 solutions that it was going to put up was ended, and was  
4 it ended because the contract ultimately gave the City  
5 discretion as long as the milestones were met?

6 MR. MCRAE: Objection. Leading. Also, vague.  
7 Borderline unintelligible, Your Honor.

8 THE COURT: Overruled. I consider both you and  
9 Mr. Szabo experts. You're both involved in the  
10 negotiations.

11 You can answer the question.

12 THE WITNESS: Thank you.

13 Yeah. My concern ended because we wanted to  
14 balance the commitment of the City with its ability to  
15 exercise discretion in providing the beds and creating the  
16 beds.

17 BY MS. MITCHELL:

18 Q Showing you, again, Section 5.2. Was it  
19 your understanding from the Alliance's perspective in  
20 negotiating for 5.2 Romanet 2 and Romanet 4, which deal  
21 with encampments, encampment engagement, cleaning, and  
22 reduction, was it your understanding that the reduction of  
23 encampments would be a reduction of a more permanent  
24 nature?

25 MR. MCRAE: Objection. Calls for a legal





1 conclusion. Lacks foundation.

2 THE COURT: Overruled.

3 MR. MCRAE: Also, vague, Your Honor.

4 THE COURT: Thank you. You may answer the  
5 question.

6 THE WITNESS: Yes.

7 BY MS. MITCHELL:

8 Q You were also involved in subsequent  
9 discussions with the City when the City failed to produce  
10 initially those encampment engagement, cleaning, and  
11 reduction milestones and deadlines in November of 2022; is  
12 that right?

13 A That's correct.

14 Q And subsequently, was the Alliance  
15 provided a plan by the City on how it was going to meet  
16 those milestones -- excuse me -- how it was the plan  
17 milestones and deadlines that the City provided in order  
18 to meet those requirements under 5.2 Romanets 2 and 4?

19 MR. MCRAE: Objection. Vague.

20 THE COURT: Overruled.

21 THE WITNESS: No.

22 BY MS. MITCHELL:

23 Q Showing you Exhibit 65, page 69 of 65.  
24 This was Exhibit F that was attached. Do you recognize  
25 this document?



1 A Yes, I do.

2 Q What is it?

3 A It is a description of the City's efforts  
4 to address and attempt to resolve homeless encampments.

5 Q Is this the plan that was provided to the  
6 Alliance, I think it was in the fall of 2023, attempting  
7 to comply with the City's obligations under Section 5.2  
8 for encampments?

9 MR. MCRAE: Objection. Lacks foundation. Calls  
10 for a legal conclusion.

11 THE COURT: Overruled.

12 THE WITNESS: No.

13 BY MS. MITCHELL:

14 Q Please explain.

15 THE COURT: I'm sorry, Counselor. Would you  
16 state that again?

17 MS. MITCHELL: I said, please explain.

18 MR. MCRAE: Objection. Calls for a narrative,  
19 Your Honor.

20 THE COURT: Overruled.

21 THE WITNESS: So this document was presented to  
22 the Alliance as if it were a plan. Upon our review of  
23 this document, we were not satisfied that there was  
24 actually a plan. Instead, it was merely a description.  
25 Here's some of the things that we'd like to do, here's



1 some of the approaches that we'd like to use, but it  
2 wasn't anything that said, here's the number of  
3 encampments throughout the city that will be resolved, and  
4 here's the number by which per quarter we will meet that  
5 commitment.

6 BY MS. MITCHELL:

7 Q I showed you the prior page. I think I  
8 failed to show you the first page. Now, I will ultimately  
9 direct you to the resolution portion, but I just wanted to  
10 be clear. Do you recall, is there a date on this, or do  
11 you recall whether this was the first, second, third  
12 iteration of this plan?

13 A I think this was the first. I think this  
14 is one of the first iterations. This is one of the first  
15 attempts by the City to provide a plan that would satisfy  
16 our concerns.

17 Q Okay. Showing you now page 68, the  
18 resolution section, do you see at the bottom of this  
19 section where the City does identify at least some  
20 numbers?

21 A Yes.

22 Q And what were those numbers that the City  
23 identified?

24 A They identified two tent and makeshift  
25 shelter encampments, and I think at least three



1 encampments per month.

2 Q And was the City unsatisfied -- excuse me.  
3 Was the Alliance unsatisfied with those numbers?

4 A Absolutely unsatisfied.

5 Q Why?

6 A We've got, according to the point-in-time  
7 count, we've got, you know, 50,000 people that are  
8 experiencing unsheltered homelessness in Los Angeles  
9 County. I think somewhere, yeah. And the City offered to  
10 reduce encampments by 2 or 3 a month. We just thought  
11 that was ridiculous. It doesn't rise to the level of  
12 having any kind of substantive impact on the number of  
13 homeless encampments over 6 months or over the 5 years of  
14 the settlement.

15 MR. MCRAE: Your Honor, I move to strike based  
16 on relevance grounds.

17 THE COURT: Overruled.

18 BY MS. MITCHELL:

19 Q Did the Alliance take issue with the  
20 manner in which the City was resolving the encampments or  
21 the number of encampments it intended to resolve at that  
22 time?

23 MR. MCRAE: Objection. Compound. Vague. Also,  
24 lacks foundation.

25 THE COURT: Overruled.



1 THE WITNESS: It was the number of encampments  
2 that they were proposing to resolve.

3 BY MS. MITCHELL:

4 Q There was no objection by the Alliance to  
5 the manner in which the City was demonstrating it would  
6 resolve those encampments; is that right?

7 A That's correct.

8 Q By the way, at that time, did the City  
9 proffer a definition of encampment, the word encampments?

10 MR. MCRAE: Objection. Calls for legal  
11 conclusion. Lacks foundation.

12 THE COURT: Overruled.

13 THE WITNESS: No.

14 BY MS. MITCHELL:

15 Q Ultimately, do you know how the definition  
16 of encampments was reached?

17 A Yes.

18 Q How was it reached?

19 A Well, we asked the City how many  
20 encampments they knew of in the city of L.A.

21 MR. MCRAE: Objection, Your Honor. Again, this  
22 is intruding on settlement discussions directly.

23 MS. MITCHELL: I can ask a more specific  
24 question that might be easier, Your Honor.

25 BY MS. MITCHELL:



1 Q Did you come up with the definition of how  
2 we are now counting encampments?

3 A Yes.

4 Q And how did you come up with it if there  
5 was no -- Well, let me ask this. How did you come up with  
6 the definition of encampments?

7 A I looked at the definition of encampment  
8 in LAHSA's point-in-time count report and noted that they  
9 included in the definition of encampments tents, makeshift  
10 shelters, RVs, cars. And so we decided that that would be  
11 the definition since it was already being used by LAHSA to  
12 count the number of homeless encampments.

13 Q And so there was a definitive number  
14 target that the Alliance could see on the LAHSA website of  
15 the numbers?

16 MR. MCRAE: Objection. Lack of foundation.  
17 Leading. Vague.

18 THE COURT: Overruled.

19 THE WITNESS: Yeah. LAHSA used that definition  
20 to come up with the estimate of unsheltered individuals  
21 and the number of homeless encampments for the 2022 point-  
22 in-time count.

23 BY MS. MITCHELL:

24 Q Okay. Now showing you Exhibit 114, the  
25 Alliance potential project list as of



1 November 9th of 2022. Have you seen this?

2 A Yes, I have.

3 Q Did you add up all of the units that were  
4 proposed by the City as part of their potential project  
5 list as of November 9th of 2022?

6 A I did.

7 Q And how did you do that? Did you use a  
8 calculator?

9 A Well, I imported the PDF file into Excel  
10 and then I simply totaled up the column that runs -- that  
11 says total units and the column that says PSH/interim  
12 units.

13 Q So to be more specific, referring to the  
14 last two columns, the total units, and the PSH/interim  
15 units; is that right?

16 A That's correct.

17 Q And what was the total number of beds that  
18 was included in this potential project list as of  
19 November 9th of 2022?

20 A I think that the number of total units was  
21 somewhere around 10,000. I'd refer to my notes, but I'm  
22 just going off of memory at this point. So it's --

23 Q Are you afraid to use your notes?

24 A I'm just, you know, I don't want to bring  
25 any paper up here. Who knows what might happen.



1                   It's 10,500 or so, 10,600 or so. And now  
2                   the difference between total units and PSH/interim units  
3                   is that, like for example, if you look at line -- Well, if  
4                   you look at the row that starts off CD7 at the top, if you  
5                   go to total units, it'll say 34. It'll go to PSH/interim  
6                   units, it'll say 33. Well, that indicates, in my  
7                   professional opinion, that there's one unit in that  
8                   development that is used for either some kind of a manager  
9                   or somebody who's not experiencing homelessness. So  
10                  that's why you have the difference in the two columns.

11                 Q       Okay.

12                 MR. MCRAE: Your Honor, move to strike. This is  
13                 just speculation, Your Honor. Lack of foundation.

14                 THE COURT: Overruled.

15                 BY MS. MITCHELL:

16                 Q       Okay. When you totaled the PSH/interim  
17                 units, what was the total number, if you recall?

18                 A       I want to say it was around 8,600 units.  
19                 So there's about a 2,000 unit difference between the two  
20                 columns.

21                 Q       Okay.

22                 MR. MCRAE: Objection --

23                 THE COURT: Would you state that again a little  
24                 bit more slowly?

25                 THE WITNESS: I'm sorry. I think there was





1 about 8,600 total PSH/interim units.

2 MR. MCRAE: Objection, Your Honor. Relevance.  
3 Move to strike. This is from 3 years ago.

4 THE COURT: Overruled. It was November, 2022,  
5 according to my notes.

6 THE WITNESS: That's correct.

7 BY MS. MITCHELL:

8 Q And to be clear, has the Alliance received  
9 any updated bed plans since November, 2022, of how the  
10 City intends to fulfill its obligations under the  
11 agreement?

12 MR. MCRAE: Objection. Assumes facts. Calls  
13 for a legal conclusion.

14 THE COURT: Overruled.

15 THE WITNESS: No.

16 BY MS. MITCHELL:

17 Q Would looking at your notes refresh your  
18 recollection regarding the exact number of permanent  
19 supportive/interim units the City purported to make under  
20 this potential project list?

21 A It would.

22 MS. MITCHELL: Your Honor, may I bring the notes  
23 to the witness?

24 THE COURT: Counsel, if you want to look at his  
25 notes, please come on up.



1 MR. MCRAE: Yes.

2 THE WITNESS: Thank you.

3 BY MS. MITCHELL:

4 Q So I want you to take a look at your notes  
5 and then look back up when you are ready and you have  
6 refreshed your recollection.

7 A Uh-huh.

8 Q And what was the total number of  
9 PSH/interim units the City purported to make under this  
10 agreement in compliance with its obligation to hit 12,915  
11 beds?

12 MR. MCRAE: Objection. Mischaracterizes the  
13 evidence. And also lacks foundation. Calls for a legal  
14 conclusion.

15 THE COURT: Overruled.

16 THE WITNESS: The number that I calculated is  
17 8,322.

18 THE COURT: 8,322?

19 THE WITNESS: 8,322.

20 THE COURT: All right. Thank you.

21 BY MS. MITCHELL:

22 Q And did you subtract that number from the  
23 City's obligation of 12,915?

24 A I did.

25 MR. MCRAE: Objection. Relevance.



1 THE COURT: Overruled.

2 BY MS. MITCHELL:

3 Q And what was the delta or difference  
4 between the number it provided and 12,915?

5 MR. MCRAE: Objection. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: 4,593 beds.

8 MS. MITCHELL: May I have a moment, Your Honor?

9 THE COURT: You may.

10 MS. MITCHELL: I have no further questions of  
11 this witness at this time.

12 THE COURT: Ms. Myers, do you have questions?

13 MS. MYERS: Just a few, Your Honor. Thank you.

14 CROSS-EXAMINATION

15 BY MS. MYERS:

16 Q Good morning, Mr. Webster. Shayla Myers  
17 with the Legal Aid Foundation of Los Angeles on behalf of  
18 the interveners.

19 You had testified that the definition of  
20 encampments for purposes of the encampment reduction came  
21 from losses terms as used in the point-in-time count;  
22 correct?

23 A That's correct.

24 Q And the point-in-time count, what does the  
25 point-in-time count count?



1           A       Well, the point-in-time count counts total  
2       people experiencing homelessness. It counts people  
3       experiencing unsheltered homelessness. It counts number  
4       of people who are experiencing chronic homelessness. It  
5       counts number of people who have a substance use disorder  
6       who are homeless. It counts the number of people who are  
7       experiencing serious mental illness that are homeless. It  
8       counts the demographics of people who are homeless, for  
9       example, their age, their race, whether or not they're  
10      veterans. It counts a lot of things.

11           Q       Common in all of what you identified  
12      that's counted is that it counts people; correct?

13           A       Well, it does some other things as well.  
14      A companion to the point-in-time count is the housing  
15      inventory count that counts units and beds and shelter  
16      beds.

17           Q       But for purposes of what you were  
18      referring to at the point-in-time count, you weren't  
19      speaking about the point-in-time count that specifically  
20      counts people; correct?

21           A       That's correct. The point-in-time count  
22      report ultimately reports the number of people. Now --  
23      and I'll stop there.

24           Q       And so for purposes of the use of the term  
25      tents, makeshift shelters, and vehicles that LAHSA uses



1 for purposes of the point-in-time count, that always is a  
2 stand-in for people; correct?

3 MR. MCRAE: Objection. Lack of foundation.  
4 Calls for legal conclusion.

5 THE COURT: You can answer the question.

6 THE WITNESS: Yeah. So what the continuums of  
7 care are encouraged to do by the United States Department  
8 of Housing and Urban Development is to use estimators for  
9 how many people reside in a particular type of homeless  
10 situation, whether it be a tent, a car, an RV, or a  
11 makeshift shelter.

12 BY MS. MYERS:

13 Q So I'm just going to move on to the  
14 encampment reduction plan. The LA Alliance ultimately  
15 agreed to an encampment reduction plan set of milestones  
16 that the City put forth; correct?

17 A That's correct.

18 Q Okay. And do you have a sense of what  
19 documents the LA Alliance agreed to constitute the  
20 encampment reduction plan?

21 MR. MCRAE: Objection. Vague.

22 THE COURT: You understand the question?

23 THE WITNESS: I think so.

24 THE COURT: Overruled.

25 THE WITNESS: I think what you're getting at is



1 when the City and the Alliance came to an agreement to  
2 ultimately resolve 9,800 encampments throughout the city,  
3 the City produced a table. And I believe that table is  
4 included as an exhibit. And that table demonstrated the  
5 City's commitment to how many encampments per quarter it  
6 would resolve per council district.

7 BY MS. MYERS:

8 Q And I'm going to show you what's been  
9 marked as Exhibit 65, and specifically I'm going to show  
10 you what's been marked as Exhibit 65, which is Exhibit J  
11 of Document 668.1, which was previously filed with this  
12 Court. Is this the table that you were previously  
13 referring to?

14 A That's the one.

15 Q And is this your understanding of what  
16 constituted the encampment reduction plan that the LA  
17 Alliance and the City agreed to?

18 MR. MCRAE: Objection. Calls for legal  
19 conclusion.

20 THE COURT: Overruled.

21 THE WITNESS: Correct.

22 BY MS. MYERS:

23 Q And so this is the -- Were there any other  
24 documents as part of the LA Alliance's agreement to the  
25 encampment reduction plan?



1 MR. MCRAE: Objection. Calls for legal  
2 conclusion. Also, vague.

3 THE COURT: Overruled.

4 THE WITNESS: The two documents that I relied on  
5 as we were attempting -- Well, the three documents, excuse  
6 me, that I relied on to monitor the City's efforts in  
7 reducing encampments was the settlement agreement, the  
8 quarterly reports, and this table here.

9 BY MS. MYERS:

10 Q And so I'm asking specifically just at the  
11 agreement stage related to the encampment reduction plan  
12 that the LA Alliance and the City entered into. So you  
13 previously said this is the table that you understood  
14 constituted the City's encampment reduction plan; correct?

15 MR. MCRAE: Objection. Calls for legal  
16 conclusion.

17 THE COURT: Overruled.

18 THE WITNESS: Correct.

19 BY MS. MYERS:

20 Q Correct. And just to clarify, you were  
21 the signatory for the LA Alliance at the time of the  
22 approval. And I'm going to withdraw that.

23 At the time of the approval of the  
24 encampment reduction plan, were you responsible for  
25 entering into agreements on behalf of the LA Alliance as



1 the executive director?

2 A Yes.

3 Q So you had the authority for LA Alliance  
4 to enter into agreements with the City of Los Angeles  
5 related to the settlement agreement?

6 MS. MITCHELL: Objection. Calls for a legal  
7 conclusion.

8 THE COURT: Overruled.

9 THE WITNESS: I think it was our board chair,  
10 myself, our board. I mean, are you asking me who signed  
11 the settlement agreement on behalf of the LA Alliance?

12 BY MS. MYERS:

13 Q I'm speaking only about the encampment  
14 reduction plan. So when this was approved in 2024, I'm  
15 asking who had the authority to sign off on the proposal  
16 between the LA Alliance and the City of Los Angeles  
17 related to the settlement?

18 MR. MCRAE: Objection. Calls for a legal  
19 conclusion.

20 THE COURT: Overruled.

21 THE WITNESS: I think, yeah, I had the authority  
22 to do so.

23 BY MS. MYERS:

24 Q Okay. And is this the agreement, is this  
25 the agreed upon encampment resolution plan that the LA





1 Alliance and the City agreed to?

2 A Yes.

3 Q Okay. Did you sign, did you physically  
4 sign this agreement, this encampment reduction plan?

5 A I don't believe I did.

6 Q Did you submit the encampment reduction  
7 plan to the Court for approval?

8 A Yes, I believe we did.

9 Q When did you do that?

10 A Oh, I couldn't tell you, off the top of my  
11 head.

12 Q Was it filed publicly with the Court, do  
13 you know?

14 MS. MITCHELL: Objection. Calls for  
15 speculation.

16 THE COURT: Overruled.

17 THE WITNESS: I believe it was.

18 BY MS. MYERS:

19 Q Was the encampment reduction plan filed  
20 publicly with the Court as part of the Court's approval of  
21 the encampment reduction plan?

22 THE COURT: You mean docketed?

23 MS. MYERS: Docketed.

24 THE COURT: I mean, publicly filed. I've got a  
25 transparent website that we put up versus the docket,



1 including the docketing.

2 BY MS. MYERS:

3 Q Publicly filed on the Court's docket for  
4 this case?

5 A I don't know.

6 Q Okay. Did you ever receive a signed copy  
7 of the encampment reduction plan from the City of Los  
8 Angeles?

9 A Not personally.

10 Q Do you know if the LA Alliance received a  
11 signed copy of the encampment reduction plan?

12 A Are you asking like signed by who?

13 Q By the City of Los Angeles.

14 A No, not that I can recall. I don't think  
15 a lot of these documents were quote/unquote signed.

16 Q Okay. What was the goal of the LA  
17 Alliance litigation?

18 MR. MCRAE: Objection. Calls for speculation.  
19 Lack of foundation. And relevance.

20 THE COURT: That's pretty broad.

21 MS. MITCHELL: I'm also going to object it's  
22 beyond the scope, Your Honor.

23 THE COURT: Well, I'm not worried about the  
24 scope too much with this hearing, but that's pretty broad.

25 MS. MYERS: Sure, Your Honor.



1 THE COURT: Okay.

2 BY MS. MYERS:

3 Q Were you involved in the filing of the --  
4 I'll back up.

5 Are you aware of the LA Alliance's purpose  
6 in filing this litigation?

7 MR. MCRAE: Objection. Relevance, Your Honor.

8 THE COURT: Yeah, not too much relevance,  
9 Counsel.

10 MS. MYERS: Well, Your Honor, both the parties  
11 have been debating and discussing the LA Alliance's goals  
12 as part of the recitals for the settlement agreement and  
13 the import of that for purposes of this. But I'll  
14 withdraw the question, Your Honor.

15 MR. MCRAE: I know the question was withdrawn,  
16 but it's just not relevant to the obligations, Your Honor.

17 MS. MYERS: And obviously, the LA Alliance has a  
18 different position with that. But again, I will withdraw  
19 the question, Your Honor. You know what, I'm done with  
20 this witness. Thank you so much.

21 THE COURT: Then on behalf of Gibbons and Dunn.

22 MR. ROTSTEIN: Your Honor, can we have a 15-  
23 minute recess?

24 THE COURT: Oh, absolutely.

25 MR. ROTSTEIN: Thank you.



1 THE COURT: Now, have you also received a copy  
2 of -- Excellent, you've got a copy. Okay. thank you very  
3 much. Then we'll see you in 15 minutes, Counsel. Thank  
4 you.

5 Once again, just like Mr. Szabo, you're welcome  
6 to talk to counsel.

7 (A recess was taken off the record.)

8 THE COURT: Okay. Now, Counsel, we're back in  
9 session. Counsel, if you'd be seated.

10 If you'd be seated, sir.

11 And have you finished your direct?

12 MS. MITCHELL: Yes, Your Honor.

13 We have another representative of the L.A.  
14 Alliance. May he sit up in the witness stand?

15 THE COURT: Absolutely.

16 MS. MITCHELL: Thank you.

17 THE COURT: Beside you or wherever.

18 By protocol, though, we turn to Ms. Myers next.  
19 You finished?

20 MS. MYERS: With Mr. Webster? Yes, Your Honor.

21 THE COURT: You're done. Okay.

22 Counsel, then on behalf of Gibson, Dunn.

23 MR. ROTSTEIN: Thank you.

24 Thank you, Your Honor.

25 CROSS-EXAMINATION



1 BY MR. ROTSTEIN:

2 Q Sir, you didn't sign the Alliance  
3 settlement agreement on behalf of the Alliance, did you?

4 A Nope. I don't believe I did.

5 Q That was Don Steyer, wasn't it?

6 A That's correct.

7 Q And he was the chairman at the time?

8 A He is our board chair.

9 Q You also had no involvement in the Roadmap  
10 Agreement; correct?

11 A That's correct.

12 Q You're not a lawyer, are you, sir?

13 A No, sir.

14 Q You do not know the impact of the words,  
15 subject to constitutional requirements and legal mandates,  
16 has on the language as the milestones are met?

17 MS. MITCHELL: Objection. Calls for a legal  
18 conclusion and potentially a privilege.

19 THE COURT: Overruled.

20 You can answer the question.

21 THE WITNESS: Could you repeat the question?

22 BY MR. ROTSTEIN:

23 Q Sir, you do not know the impact of the  
24 words, subject to constitutional requirements and legal  
25 mandates, and what that has on the language as the



1 milestones are met?

2 A I think I have a pretty good idea, but I  
3 can't speak as an attorney.

4 Q Because you're not a lawyer; correct?

5 A That's correct.

6 Q Sir, "create" is not defined in the  
7 settlement agreement, is it?

8 A No, I don't believe it is.

9 Q And best efforts is not defined in the  
10 agreement either?

11 MS. MITCHELL: Your Honor, I'd ask if we're  
12 asking specific questions about the settlement agreement,  
13 that Mr. Webster has an opportunity to actually look at  
14 the settlement agreement.

15 MR. ROTSTEIN: Of course. We can provide a hard  
16 copy.

17 THE COURT: And you can put that up on the  
18 screen also, if you'd like to.

19 MR. ROTSTEIN: Sure. Exhibit 25.

20 BY MR. ROTSTEIN:

21 Q Mr. Webster, let us know when you've had a  
22 chance to review, and I'm happy to repeat my question.

23 A You want me to review the whole settlement  
24 right now?

25 THE COURT: That's fine. We've got time.



1 Counsel, are there any specific portions, or do  
2 you want him to look at the entire settlement? He can  
3 look at the entire settlement, if you'd like.

4 MR. ROTSTEIN: He can look at the entire  
5 settlement, but my question, Your Honor, was I wanted to  
6 confirm that create is not defined in the settlement  
7 agreement, the word create.

8 THE WITNESS: Yeah, I don't think I need to  
9 review the whole thing to look for that specific term. I  
10 don't believe it is in the settlement agreement.

11 BY MR. ROTSTEIN:

12 Q And best efforts, that's not defined  
13 either; correct?

14 A It's not in the definitions, no.

15 Q And you know the City has not waited until  
16 June 14, 2027, or I'll say June 13, 2027, to start  
17 building beds; correct?

18 A Absolutely, correct.

19 Q In fact, the City has built thousands of  
20 beds, hasn't it?

21 A They certainly have.

22 Q And you know the City has provided  
23 quarterly reports for both bed count and encampment  
24 reduction since the settlement agreement was executed?

25 A I do.



1 Q And you personally never audited those  
2 quarterly reports, did you?

3 MS. MITCHELL: Objection. Vague as to "audit."

4 THE COURT: If you understand that term. Just a  
5 moment, Counsel.

6 THE WITNESS: I reviewed all the quarterly  
7 reports. Whether or not you want to say that it reaches  
8 the legal definition of audit, that's up to you.

9 BY MR. ROTSTEIN:

10 Q Sir, you're not an auditor, are you?

11 A I'm -- I don't need to be an auditor to  
12 read a table and make conclusions based on the information  
13 in the table. And I can compare that table with  
14 commitments otherwise and determine if the reporting in  
15 the table is consistent with the commitment that was made  
16 earlier.

17 Q Sir, you didn't audit any of the quarterly  
18 reports pursuant to any type of professional auditing  
19 standard?

20 A I'm not an auditor, no.

21 Q Thank you. And the settlement agreement  
22 doesn't say that the City loses its discretion provided  
23 under the agreement if the milestones are not met?

24 MS. MITCHELL: Objection. Calls for a legal  
25 conclusion. Misstates the testimony. It's also vague and





1 confusing.

2 THE COURT: You understand the question?

3 THE WITNESS: I do.

4 THE COURT: Overruled.

5 THE WITNESS: No, it doesn't, but it does set  
6 forth a process by which the City and the plaintiffs would  
7 meet and confer and come to a reasonable conclusion,  
8 reasonable disposition.

9 BY MR. ROTSTEIN:

10 Q And you understand that Exhibit 114 that  
11 you were shown -- we're happy to put it back on the  
12 screen --

13 A I remember it.

14 Q -- was a potential list?

15 THE COURT: Was what, Counsel?

16 MR. ROTSTEIN: A potential list.

17 HE WITNESS: Yeah, that's what it says up at the  
18 top, "Potential Projects."

19 So when I read "Potential Projects," I  
20 make that distinction between what they are potentially  
21 going to do and what they are going to do.

22 Q And that was prepared three years ago;  
23 correct?

24 A That's correct.

25 Q And Exhibit 114 is outdated.



1 MS. MITCHELL: Objection. Vague and ambiguous.

2 THE WITNESS: I think it's not outdated because  
3 I can look at the quarterly reports.

4 THE COURT: Just a moment.

5 THE WITNESS: Apologize.

6 THE COURT: Overruled.

7 Now you answer.

8 THE WITNESS: Okay. I can look at the quarterly  
9 reports and reflect what the City is reporting based on  
10 the quarterly reports based on this list and see what  
11 they've accomplished. And actually that's been my  
12 practice as I receive the quarterly reports. Quite  
13 cumbersome, I might admit.

14 BY MR. ROTSTEIN:

15 Q Sir, turning back to Exhibit 25, you can't  
16 point to any language that says once the City creates a  
17 plan, it must create amended versions of that plan in the  
18 future.

19 A No, I don't believe that's in the  
20 settlement agreement.

21 MR. ROTSTEIN: Your Honor, can I have a moment  
22 to confer with my colleagues?

23 THE COURT: Certainly. Take your time.

24 MR. ROTSTEIN: No further questions at this  
25 time. Thank you.



1 THE COURT: Okay. Thank you, Counsel.  
2 Counsel, is there anything further by any of the  
3 parties?

4 Otherwise, sir, you may step down.

5 MS. MITCHELL: Nothing by the Plaintiffs,  
6 Your Honor.

7 THE COURT: Ms. Myers?

8 MS. MYERS: Nothing from the Interveners,  
9 Your Honor.

10 THE COURT: Gibson, Dunn?

11 MR. ROTSTEIN: Nothing, Your Honor.

12 THE COURT: Okay. Sir, thank you very much.

13 Now we're going to wait for just a moment. I've  
14 distributed the notes from Ms. Frost, but the last page,  
15 the last line is cut off. We're just redoing that for you  
16 and for the Court.

17 MR. ROTSTEIN: Thank you.

18 THE COURT: During the recess, I read through  
19 those.

20 MS. MITCHELL: Thank you, Your Honor. We can  
21 call another witness in the meantime.

22 THE COURT: If you can, it would be appreciated.

23 MS. MITCHELL: The Plaintiffs call Dewey Terry  
24 to the stand.

25 THE COURT: Thank you.



1 Thank you, sir. Would you raise your right  
2 hand? Do you swear the testimony you're about to give  
3 shall be the truth, the whole truth, and nothing but the  
4 truth, so help you God?

5 THE WITNESS: Yes, I do.

6 THE COURT: Thank you very much, sir.

7 And after you're seated, would you face  
8 the parties? Would you state your full name, sir?

9 THE WITNESS: My name is Dewey Stephen Terry.

10 THE COURT: Would you spell your first name,  
11 sir?

12 THE WITNESS: D-E-W-E-Y; Terry, T-E-R-R-Y.

13 THE COURT: All right. So Ms. Myers knows, the  
14 counsel knows, I've met this gentleman numerous times,  
15 always on Skid Row and usually as part of the community.  
16 I believe, from my memory, you may have been introduced to  
17 me through General Jeff, initially. I hope that's a  
18 correct recollection. I think for a while you worked with  
19 Alchemy?

20 THE WITNESS: Yes.

21 THE COURT: So he's one of the hundreds of  
22 people that I've met on the street, and I want the parties  
23 to know that.

24 Counsel?

25 Whereupon,



1 DEWEY TERRY

2 was called as a witness, and having been sworn, was  
3 examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MR. UMHOFFER:

6 Q Matthew Umhofer on behalf of Plaintiff  
7 L.A. Alliance. Good morning, Mr. Terry.

8 A Good morning.

9 Q Mr. Terry, what do you do for a living?

10 A Right now I'm at a reentry for people  
11 that's coming out of prison to acclimate them back into  
12 the world. My past was I worked for Urban Alchemy as a  
13 supervisor for street clean, climate stations, and tiny  
14 homes.

15 Q What's the name of the organization you  
16 currently work for?

17 A That is Amity Foundation.

18 Q And Urban Alchemy, how long were you  
19 there?

20 A I was there actually 4-and-a-half years,  
21 from 2020 to 2024.

22 Q And what was your role at Urban Alchemy?

23 A I started as a street clean, 5:00 o'clock  
24 in the morning until 2:00 in the afternoon. And then I  
25 changed and became a supervisor over about 36 people,



1 opening climate stations and continue to have the street  
2 team.

3 Q And could you describe the mission of  
4 Urban Alchemy?

5 A Our mission is to help the homeless as  
6 best as we can, keep the areas clean. We created a  
7 climate station because of the hypothermia deaths that  
8 occurred in downtown for the Skid Row. So that served as  
9 coffee, water, blankets, shoes, bags, and things like  
10 that, like a 24-hour bag if somebody is out on the street.

11 We also have an area on town where it's a  
12 safe zone for women at night to keep them from getting  
13 raped or beat up. So that was a good thing to do for our  
14 clients.

15 Q And where does Urban Alchemy get its  
16 funding?

17 MS. KAOUNIS: Objection. Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: From the City.

20 BY MR. UMHOFFER:

21 Q How about Amity?

22 A Amity is privately funded.

23 Q Now, how long have you worked on Skid Row  
24 for?

25 A Since 2020. Seven days a week. I have to



1 come down because due to the fact that there's a lot of  
2 things going on, I'm well respected because what we do out  
3 there, and so I'm informed of a lot of things. I get up  
4 at 5:00 a.m. -- I don't get paid for this. I get up at  
5 5:00 in the morning to make sure that -- they call me when  
6 something happens. Okay.

7 So I'll come down and I'll walk around all  
8 of Skid Row from Central all the way to Los Angeles, all  
9 the way from 4th to about 8th to walk around that  
10 perimeter because that's basically where they have them  
11 inhibited into this area. Due to the fact that it's 24  
12 hours -- Right? -- there's a lot of crime. There's a lot  
13 of death, a lot of drugs. Fentanyl deaths are prevalent.

14 Now I have -- I'll put it like this. I  
15 have families from Texas when that governor sent those  
16 buses here and they had nowhere to go. So they called me  
17 because they couldn't go by the parks because the parks  
18 didn't want them there. Okay. So we had to find a place  
19 to put the families.

20 Now the families were all women, all  
21 children and babies. So we had to make sure that they're  
22 safe. They had no tents. They had nothing but other than  
23 they were staying in the Union Mission for 30 days and  
24 then the Union Mission ran out of funding, put them on the  
25 street. So we just had to make that -- they're still



1       there. The children are still there. There is no  
2       children ever been down there since they brought those  
3       buses. No children. Children's service will come and get  
4       these children. Children's service has not at all picked  
5       these children up.

6                       Now, even though we try to house these  
7       individuals, it's hard to house them because once they're  
8       housed, they only get a certain amount of time and then  
9       they come back because they've run out of funding. Now  
10      they don't have tents because they gave the tents up. So  
11      we try our best to do the best we can as a nonprofit.  
12      Right? So it's a lot of nonprofits that come together to  
13      try to maintain some stability for the women and the  
14      children. Those are the things that we do.

15                   Q       The location on town, what are the cross  
16      streets that intersect the area that you've created as a  
17      safe zone?

18                   A       From 5th to 6th.

19                   MS. KAOUNIS: Objection. Relevance.

20                   THE COURT: Overruled.

21                   You can answer the question, sir.

22                   THE WITNESS: 5th and 6th in town. That's the  
23      cross streets.

24                   BY MR. UMHOFFER:

25                   Q       What have you done to make that area safe





1 for women and children?

2 MS. KAOUNIS: Same objection.

3 THE COURT: Overruled.

4 You can answer the question, sir.

5 THE WITNESS: Well, we clean it up so it's --  
6 You have to understand, you know, dysentery. Dysentery  
7 can get you sick. Okay. There's a community center, but  
8 you still have dysentery. So we make sure that it's  
9 clean. We give them water holes, let them wash it down,  
10 give them chemicals to wash it down. If they don't have  
11 any blankets, you know, we provide. We've provided over  
12 15,000 blankets since I've been there.

13 There was -- actually we used to do the count,  
14 count the tents in that area at one time. So I would walk  
15 around and others would walk around and we'd do every  
16 street in there. That means we start from Central to  
17 Ceres to Stanford, Gladys, Wall, Maple, all the way to Los  
18 Angeles. We count them tents. On every street, we count  
19 those tents, even on Wall. Now, I go all the way to 4th  
20 Street and count.

21 And you know, 4th is a predominantly business  
22 area, but they do have tents. This is where I found a man  
23 on Boyd in a box, and the weather was, like, 32 degrees.  
24 So you know, I went to the box. "Hey, man, you got to get  
25 up," you know, and found the man. The man was froze to



1 death like a chicken.

2 And so we were with the city sanitation at that  
3 time helping to throw the trash in there. Matter of fact,  
4 there's 7.5 tons of trash every day, 2 times a day. All  
5 right?

6 So you could tell how dirty it gets because when  
7 you do that, you don't know what's going on. People  
8 laying in wet clothes, living in tents with rats, got  
9 their kids in there. They don't have anything, and you  
10 make a sub-living person because they can't work because  
11 they don't have ID.

12 Today, they're still there. That's not saying  
13 that LAHSA hasn't been there; right? But they're not  
14 housed. So I got kids over there, and what are they to  
15 do? Whose responsibility actually is it? That's the  
16 question that we say because we don't see the money. We  
17 don't get any money from the City.

18 We do the job every other Sunday. We passed out  
19 50,000 red bags. We have donors that spend millions of  
20 dollars to do that so that people have something.

21 So it's a question of, to us, to me, really, why  
22 do we still have women that's getting raped, older women;  
23 right? They have to come on that street to sleep. The  
24 only reason that nobody messes with them, we got 24-hour  
25 staff there. It is not our job. That's LAPD's job. But



1 LAPD got other things to do because you're in the most  
2 dangerous spot in Los Angeles is Skid Row. No matter what  
3 it is, they're out there with nothing. Nobody cares. We  
4 feel that -- I feel that nobody cares. They only do less  
5 care. Less care is just less. No care is bad. But less  
6 care is put in the category with me as you're not doing  
7 your job. So we do the best we can with the 20-something  
8 nonprofits that come down there.

9 And it's hard to see my politician, the people I  
10 vote for, come down, do a 30-second commercial, and go.

11 Now, I will say I've had Mrs. Adams down there.  
12 I've walked with her, showed her everything it is to be  
13 down there. She got one child. They went 30 days, and  
14 then I seen them again. Then I had to get a tent for  
15 them.

16 There's no shame of the city or the county, I'll  
17 say it like that, that they're not -- whatever money they  
18 spend, is not trickling down for housing down there.

19 Also, I worked for the SROs. The SROs is where  
20 they'll house people off the street. They don't get care.  
21 Once they come out of the tent, they put them in the room.  
22 And when you go to one of those rooms -- and I was an  
23 inspector, so I went to 18 buildings downtown Los Angeles  
24 every night except Saturday and Sunday and I seen -- the  
25 only reason you know that the person was in the



1 building -- this is the truth, this is not hearsay. I'm a  
2 eyewitness to it. They put a blue tag on there. That  
3 blue tag reminds you that somebody died in there. Now,  
4 either they died from an overdose or either they died from  
5 old age. But there's no one going around in that building  
6 to check on them, okay?

7 And they have psychs in there. But here's a  
8 psych that might have 150 people. Do you think that  
9 they're going to see 150 people every day? Because that's  
10 what you've got to do because it changes every moment.  
11 Skid Row changes every moment. There is no policy, there  
12 is no plan to get Skid Row the way it needs to be, and  
13 there's not enough soldiers or people on the street to  
14 help it. We can only put what we can for the people out  
15 there. That's the issue that we have on Skid Row.

16 BY MR. UMHOFFER:

17 Q Since the beginning of 2023, have you been  
18 on Skid Row on a weekly basis?

19 A Yes, seven days.

20 Q Have you had the opportunity during that  
21 time period to observe the policies of the City and its  
22 impact on the residents of Skid Row?

23 MS. KAOUNIS: Objection. Relevance.  
24 Foundation.

25 THE COURT: Overruled.



1 You may answer.

2 THE WITNESS: Yes.

3 BY MR. UMHOFFER:

4 Q And are you familiar with a program called  
5 Inside Safe?

6 A Yes.

7 Q Have you been able to observe the effect  
8 that Inside Safe is having on Skid Row based on your  
9 weekly to daily observations of Skid Row?

10 MS. KAOUNIS: Objection. Relevance.  
11 Foundation.

12 THE COURT: Overruled.

13 You can answer.

14 THE WITNESS: Yes.

15 BY MR. UMHOFFER:

16 Q And what is the impact that you have  
17 observed of Inside Safe on Skid Row since January of 2023?

18 MS. KAOUNIS: Same objections.

19 THE COURT: Overruled.

20 Can you answer, sir?

21 THE WITNESS: Well, let's say it like this, this  
22 truth. You might pick somebody and then park their car.  
23 They just got these (inaudible) down there -- Okay? --  
24 but they won't stay. Okay? They're back on the street.  
25 So here it is, even places to stay, they're back on the



1 street because it's temporary. It's not permanent.

2 Most people got it crooked as it's permanent  
3 when they put somebody in there. No, it's not. Because  
4 they don't have enough facilities for them to put them in  
5 there, okay. So you can spend a month, you can spend  
6 three weeks, you can spend 72 hours. You're back on the  
7 street.

8 When I go around there and look, I see the same  
9 people since 2020 or they built some new stuff, the  
10 Wesley, you know, they built some new stuff, and it's  
11 being mismanaged. Because they're just putting -- at the  
12 Cesar Hotel, it looks like a travesty. You know, one flew  
13 over the cuckoo's nest. As soon as you see it, you see  
14 them in there, and they smoke the base pipes, everything,  
15 got the people, the security sitting right there like it's  
16 nothing.

17 See, what disturbs us is nobody's taking any  
18 responsibility to oversee. That's the number one thing,  
19 oversee what they're doing and where this money's going,  
20 because those people laying on that street right there, in  
21 them boxes, in them wet tents, with them kids, with their  
22 wet stuff, if we don't give them what they need, they  
23 won't get it.

24 And then you don't want them to start doing  
25 this. And I said it earlier, you're making a sub-



1 workforce. That means that they'll go down there and  
2 stand on the corner just to feed their kids and sell  
3 strawberries and flowers. And that's the closest place to  
4 it. Or this is the baddest thing. You're pushing a woman  
5 that got 5 kids to do something that she don't want to do  
6 to feed her kids. There's nothing down there.

7 The fire, that's why the 10 freeway caught on  
8 fire. You know why the 10 freeway caught on fire?  
9 Because they got a subject -- you think that's bad.  
10 They're over there with wood and everything else trying to  
11 stay warm. So the City took off all the steel cans  
12 because they used to take the steel cans like in the  
13 movie, put the wood in there and burn it to stay warm.  
14 Okay.

15 If you don't want nobody down on Skid Row, let  
16 me tell you what happens when Skid Row takes care of its  
17 business. They'll burn you up in your tent, or you burn  
18 your tent up. Okay? I've heard women screaming in the  
19 tent. Right? I can't do anything about it. Screaming in  
20 the tent, and here come 5 or 6 people out of the tent with  
21 a smile on there, and she's walking down the street butt  
22 naked.

23 Or they have a mental situation, because  
24 everybody down there has trauma, even the people that work  
25 down there, because they see what's going on. Right.



1 That they'll be walking nude until the LAPD stops them  
2 from getting in where they sell the diamonds and the gold.  
3 They'll turn them around, because they know who they are,  
4 and they start talking to themselves. This is what we  
5 look at when you have an overdose in the mind and the  
6 trauma, where they start walking around, talking to  
7 themselves, and there's no psychs that come down there.

8 We provide psychs. We get people to come down  
9 from the city and say, "Hey, we'll join with us so we can  
10 deal with it."

11 We have a wound team -- Okay? -- that comes  
12 down that was provided for us that takes care of all kinds  
13 of wounds. If you had a heart attack, they could take  
14 care of it.

15 Now, when you use certain drugs, some of those  
16 drugs eat the muscle off your body. Okay. So I know a  
17 lady, whole back arm gone. You can see the bone. Do you  
18 think that she went to the hospital after they let her go?  
19 No. She went to the nearest tent to shoot some dope. If  
20 we didn't have a wound team, then everybody that's down  
21 there that has big, swollen feet, cuts, been beat up or  
22 stabbed at night, they'd be dead.

23 I've heard in court that there's eight people  
24 dying on Skid Row, and nobody -- everybody was on their  
25 phones. They're not paying attention to humanity. That's





1 one thing about this, humanity. They don't have it. If  
2 it don't mess with you, it's not your business.

3 The City is responsible. The county is  
4 responsible. The politician is responsible because they  
5 took an oath to take care of the people in their cities.  
6 And right now, we've got less care. That's a bad thing.  
7 You guys can say anything you want to say, but I've never  
8 seen anybody.

9 I'll tell you, you know what? I did a  
10 commercial for Rick Caruso. He didn't win. I had  
11 Catherine Barger down there, walked around all the time.  
12 She acts upon it, but have I seen anybody from any of them  
13 other districts? No, because they don't care. They'll  
14 stay over there on the other side of East L.A. past the  
15 bridge. They just don't care.

16 Now, we're here. To me, I've been coming  
17 because it hurts me to see. I don't want no child. You  
18 wouldn't want a child to look at you and say he didn't  
19 even help me. You don't want a woman that's been beat up,  
20 black eyes, broke ribs, busts in the head. I've seen them  
21 all, ran over by cars, everything. You see it on TV. But  
22 I haven't seen anybody that was concerned to push, to push  
23 to help the people.

24 The City has to have property to put the people.  
25 You have to have tiny homes to put the people. You've got



1 to have permanent housing after you put them in there.

2 May I say this?

3 THE COURT: Let's get a question. I've allowed  
4 a narrative. Ask a question.

5 BY MR. UMHOFFER:

6 Q Have you seen and or observed a  
7 substantial reduction in homelessness on Skid Row since  
8 January of 2023?

9 A No.

10 MS. KAOUNIS: Objection. Foundation.

11 THE COURT: Overruled.

12 BY MR. UMHOFFER:

13 Q Have you observed an increase?

14 MS. KAOUNIS: And vague. Same objections.

15 THE COURT: Slow down.

16 Re-ask the question. Wait for your answer.

17 Let's get the objection and see if you can answer.

18 Okay. Start again.

19 BY MR. UMHOFFER:

20 Q Have you observed on Skid Row a  
21 substantial reduction in the amount of homelessness since  
22 January of 2023? I'm going to ask you to pause for a  
23 moment so counsel can object.

24 MS. KAOUNIS: Objection. Vague. Foundation.

25 THE COURT: Overruled.



1 Now you can answer.

2 THE WITNESS: No.

3 BY MR. UMHOFFER:

4 Q Have you observed an increase in  
5 homelessness in Skid Row since January of 2023? Pause.

6 MS. KAOUNIS: Objection. Foundation.  
7 Relevance. Vague.

8 THE COURT: Overruled.

9 THE WITNESS: Yes.

10 BY MR. UMHOFFER:

11 Q Has the mayor -- have you observed the  
12 mayor visit Skid Row during her administration?

13 MS. KAOUNIS: Objection. Foundation.  
14 Relevance.

15 THE COURT: (Inaudible) I'm going to sustain  
16 that objection.

17 BY MR. UMHOFFER:

18 Q Have you had a chance to learn about the  
19 A&M audit assessment that was done in this case?

20 MS. KAOUNIS: Objection. Foundation. Vague.  
21 Relevance. Calls for an expert opinion.

22 THE COURT: Overruled.

23 THE WITNESS: Yes.

24 BY MR. UMHOFFER:

25 Q What do you know about that audit?



1 MS. KAOUNIS: Objection. Foundation. Calls for  
2 an expert opinion. Calls for a narrative. Hearsay.

3 THE COURT: Overruled.

4 THE WITNESS: My understanding in layman's terms  
5 is that the company that's responsible for taking care of  
6 the housing and the people in Skid Row and other places  
7 needed to change drastically because there was less care.  
8 They weren't around. People are steadily coming. They're  
9 being displaced from other areas, and this is the only  
10 place that they can come where you don't get messed with.

11 So when they talk about LAHSA, LAHSA was -- and  
12 I've talked to every woman that ever came down there and  
13 talked to somebody and they were still there. Maybe one  
14 or two will be gone but they will be back.

15 I talked to Mrs. Adams. That was the first time  
16 I've ever seen her and took her around and let her see  
17 what they do. And after that, they had five or six teams  
18 out there after L.A. Times did a piece on it. Other than  
19 that, when the heat is not on them, you don't see them.

20 So people depend on this. They never had an  
21 office down there so people can go. They don't have an  
22 office. They do have one now where you can go see a  
23 psych. Right. But other than that, they're still living  
24 the same way every day.

25 I would invite you to come down and see for



1 yourself. You can evaluate it yourself. You know, that's  
2 one thing about it. Can I say it? I need permission from  
3 the Court to say this. If you don't come and see what's  
4 going on, how are you going to let somebody tell you  
5 what's going on? Because you don't see the harm that is  
6 being done.

7 The only time that you see these people with a  
8 smile on their face is when they're eating or somebody is  
9 giving them something or somebody is helping them. You  
10 know, other than that, I have not seen.

11 If all these billion dollars was being spent,  
12 there shouldn't be nobody in Los Angeles homeless.  
13 Because they should have places to go. Once you house  
14 them in a tiny home, it's not to stay there no three or  
15 four years. You're trying to acclimate people back into  
16 life.

17 Some people, most of everybody down there got  
18 mental health problems and drug problems. That's  
19 prevalent down there. Where do you put them? Who takes  
20 care of them after the fact that you put them in a tiny  
21 home or SRO? They don't do that. And that's what I see.  
22 And it hurts us because I see the same person. You got to  
23 go to jail. You got to go to prison to come out and get  
24 yourself clean. But as far as the City and them providing  
25 places like that, it looks good on paper. It looks good



1 because they got a building. But there's nobody there.

2 THE COURT: Counsel, question?

3 MS. KAOUNIS: Your Honor, I'm going to just  
4 renew my objection on relevance and foundation and move to  
5 strike.

6 THE COURT: Overruled.

7 BY MR. UMHOFFER:

8 Q Based on your observations at Skid Row  
9 since 2020, do you have an opinion as to whether the  
10 homelessness services system in Los Angeles is broken?

11 MS. KAOUNIS: Relevance. Foundation. Calls for  
12 expert opinion.

13 THE COURT: I'm not sure foundationally if he's  
14 familiar with some of the areas like Figueroa, Broadway,  
15 Central, you know, the Valley. And when you say Los  
16 Angeles, I'm a little concerned.

17 MR. UMHOFFER: I will limit my question to Skid  
18 Row.

19 THE COURT: My relationship and meetings with  
20 this gentleman have strictly been on Skid Row, although  
21 there may be others who have accompanied me in different  
22 parts of the city. I don't think it was this gentleman.

23 MR. UMHOFFER: I'll ask the question differently,  
24 Your Honor.

25 BY MR. UMHOFFER:



1 Q Based on your observations of Skid Row, do  
2 you have an opinion about whether the homelessness  
3 services system for Skid Row in Los Angeles is broken?

4 MS. KAOUNIS: Objection. Relevance. Vague.  
5 Calls for an expert opinion. Foundation.

6 THE COURT: Overruled.

7 You can answer the question.

8 THE WITNESS: Yes. It's broken.

9 BY MR. UMHOFFER:

10 Q And why do you say that?

11 A Because there's less care. We do not see  
12 or have knowledge of any other facility unless it's the  
13 Midnight Mission, the Douglas, the Fred Jordan, and the  
14 Union. Other than that, you will get all other help from  
15 nonprofits and people with concern, churches, and things  
16 like that.

17 You will see the city trash people come  
18 through and clean up every other street on a certain day;  
19 right? But they move right back. As soon as they clean  
20 up, they move right back to the spot, okay? If they're  
21 not there, take their tip. We'll get them another one.

22 So those are the things that we look at  
23 because, see, you've got to be down there every day  
24 because there's a lot of things that's going on. There's  
25 a lot of things that's not being done. And what's not



1 being done is they're not moving the people quickly up out  
2 of the situation. They're not giving them mental and  
3 guidance to keep them in the places that they got. The  
4 funding might run out. You've got to go, okay? And  
5 they're back on the street. So it's all the time the  
6 person that's on the street is an either/or situation.  
7 You win a little while, you lose, you come back to the  
8 street, you try to talk to somebody to get it.

9 Some people, and I'm not saying this to be  
10 funny, some people are lucky where they're housed and they  
11 look better than what they were doing, okay? That's some  
12 people. But the majority of people today that's on Skid  
13 Row right now are in the same areas where they was when I  
14 started in 2020. It dissipates. Everything is ran into  
15 Skid Row. They keep them in that square box. They  
16 maintain that situation where they're there, and it's not  
17 cleaned up.

18 Q Who's the they?

19 A Well --

20 MS. KAOUNIS: Objection. Vague. Foundation.  
21 Relevance.

22 THE COURT: I missed the question. What was the  
23 question?

24 MR. UMHOFFER: The witness just said the word  
25 they. I asked who he meant by the word they.





1 THE COURT: Overruled.

2 THE WITNESS: Can I answer?

3 THE COURT: Please.

4 THE WITNESS: LAPD keep them in a square circle.  
5 You're not going up, like I said earlier in the testimony,  
6 you're not going up over past Broadway and put a tent.  
7 They're going to run you out of there. You're not going  
8 up here. They used to be over in front of the mayor's, in  
9 that park right there. Right? They're gone. Right? But  
10 they push them where they can watch them and keep  
11 everything down. There's nobody pushing them in an area  
12 where they can live and thrive. That's the question.  
13 That's the answer. That's the remedy. It's been going on  
14 before I came.

15 The only reason I stay like that, I'm more  
16 concerned for the women and the children, because you've  
17 got 70-year-old women, 50-year-old women. You've got  
18 young girls that's out there and they're being taken  
19 advantage of. And if somebody don't stand up and you turn  
20 your back, you're just helping them.

21 And that's how it is. It's a vicious little  
22 situation that I think that if whatever mayor, whatever  
23 governor really want to make a statement, if you can  
24 dwindle down, and I mean dwindle down the homeless out  
25 here, you could be a pattern for somebody else. That's



1 what we hope for.

2 But they don't come to the people that's doing  
3 the work. They come to the people that speak good for  
4 their 30 seconds, and they get the money. And then when  
5 they get the money, the money's being misused. Okay? We  
6 don't see it.

7 You can go to anybody on Skid Row and, you know,  
8 I look at people and your eyes tell on you. Your eyes  
9 tell on you. That's why your mother told you to look at  
10 me. And I can see people in here that have discontent  
11 for, you know, just going through the motions. That's not  
12 good.

13 THE COURT: Counsel, question?

14 MR. UMHOFFER: May I have a moment, Your Honor?

15 THE COURT: Yes.

16 MS. KAOUNIS: Your Honor, I'm going to move to  
17 strike as nonresponsive. I think the question was who is  
18 they.

19 THE COURT: All right. Thank you.

20 Overruled.

21 BY MR. UMHOFFER:

22 Q And at any point, has the mayor of Los  
23 Angeles, Karen Bass, come to you to ask you what might be  
24 done to help the people in Skid Row?

25 A Not at all.



1 MS. KAOUNIS: Objection. Relevance. Hearsay.

2 THE COURT: I'm worried about that line of  
3 questioning. I've already heard another name, and I'm  
4 just worried about the politics of that, quite frankly. I  
5 don't think this is a question. Let me sustain the  
6 objection.

7 MR. UMHOFFER: Question withdrawn. No further  
8 questions.

9 THE COURT: Thank you.

10 Ms. Myers?

11 MS. MYERS: That's okay. I don't have any  
12 questions for this witness.

13 THE COURT: All right. Thank you.

14 And Gibson, Dunn?

15 CROSS-EXAMINATION

16 BY MS. KAOUNIS:

17 Q Good morning, Mr. Dewey.

18 A Good morning.

19 Q First of all, I'll say thank you for your  
20 volunteering and doing the work that you do.

21 A Thank you.

22 Q You were employed by Urban Alchemy; is  
23 that correct?

24 A Yes, miss.

25 Q And what position did you hold there?



1 A Supervisor.

2 Q Okay. And Urban Alchemy was not a  
3 signatory to the settlement agreement between the Alliance  
4 and the City of Los Angeles; is that right?

5 A I don't know, miss. I couldn't answer  
6 that question.

7 Q Okay. You were not a signatory to the  
8 settlement agreement; correct?

9 A No.

10 Q And you did not negotiate the settlement  
11 agreement; correct?

12 A No, I didn't.

13 Q And you are aware that the City has two  
14 more years under the settlement agreement to fulfill its  
15 obligations; right?

16 A Yes.

17 Q And you're not a signatory to the roadmap  
18 agreement between the City and County; right?

19 A No, I'm not.

20 Q And your organization, or your former  
21 organization, I should say, Urban Alchemy, also was not a  
22 party to that agreement; correct?

23 A I could not speak upon that, miss.

24 Q Okay. And you didn't negotiate that  
25 agreement either; correct?



1 A No, I didn't.

2 Q You testified that Skid Row was the most  
3 dangerous spot in Los Angeles. Do you recall that  
4 testimony?

5 A Yes, Miss.

6 Q So you'd agree that Skid Row is a unique  
7 place; right?

8 A Yes, it is.

9 Q And you'd agree that there are a lot of  
10 unhoused people in Los Angeles that don't live on Skid  
11 Row; right?

12 A Yes.

13 Q And you'd agree that a housing proposal  
14 that might work in one part of the city might not work in  
15 another part; right?

16 A I disagree.

17 Q You do agree or you disagree?

18 A I disagree.

19 Q And why is that?

20 A Because they're all on housing. It's just  
21 the way you implement your housing policy, and the policy  
22 is no good. As I spoke earlier, Skid Row and other places  
23 where people are unhoused, it changes every day. Every  
24 day, every second, every moment, it changes.

25 Q And to be clear, you haven't seen any



1 other unhoused parts of the city except for Skid Row;  
2 correct?

3 A Unhoused? I've seen a lot of places  
4 around in the lower part of Los Angeles that's unhoused.  
5 You can go over there on Avalon and down below Rosecrant.  
6 They've got little (inaudible) all day long down there,  
7 people living in and discharging feces and stuff in the  
8 street.

9 Q Have you seen the unhoused people that  
10 live in front of Castelli Mare on PCH?

11 A No, I haven't.

12 Q Have you seen the unhoused people that  
13 live on the Venice Boardwalk?

14 A There is no more.

15 Q Did you see them when they were there?

16 A Yes, miss.

17 Q Have you seen people in Canoga Park?

18 A No, I haven't been that far.

19 MS. KAOUNIS: That's all I have. Thank you.

20 THE WITNESS: Mm-hmm.

21 THE COURT: Redirect?

22 MR. UMHOFFER: Nothing further, Your Honor.

23 THE COURT: Any questions by any counsel?

24 Ms. Myers?

25 MS. MYERS: No, Your Honor. Thank you.



1 THE COURT: None.

2 All right. So thank you very much. You may  
3 step down.

4 THE WITNESS: Thank you, sir.

5 THE COURT: Your next witness, please.

6 MS. MITCHELL: Your Honor, there are three  
7 remaining witnesses. Obviously, Ms. Frost. It would be  
8 my preference to continue with her if we're permitted to  
9 do that at this time.

10 THE COURT: I want to make sure --

11 MR. MCRAE: I'm ready.

12 THE COURT: Are you ready?

13 MR. MCRAE: I'm ready.

14 THE COURT: All right then.

15 MS. MITCHELL: May I have a moment to get set  
16 up, Your Honor?

17 THE COURT: Sure. Let's make sure you finish  
18 your questions, then turn to Ms. Myers if she has  
19 questions next, and then back to Gibson, Dunn.

20 Ms. Frost, if you would retake the stand. And I  
21 need the bottom -- Oh, thank you. I can't see it up  
22 there. So if they'd be kind of --

23 MR. MCRAE: Your Honor, can I confer with  
24 plaintiff's counsel for a second?

25 (Pause)



1 MR. MCRAE: Your Honor, can I confer with  
2 plaintiff's counsel?

3 THE COURT: Absolutely. Please.

4 And if you'd please be seated. Thank you. I  
5 can't see it when you put it there.

6 Counsel, we're going to give you the last page.  
7 I need multiple copies of this.

8 So, Counsel, do all of you have the last page,  
9 the last line?

10 MR. UMHOFFER: We do, Your Honor. We do.

11 THE COURT: All right. Thank you.

12 Do you folks have enough copies? We tried to  
13 make three or four for you for Gibson, Dunn.

14 MR. MCRAE: Yes, Your Honor. We have the last  
15 page, and thank you for that.

16 MS. MITCHELL: May I proceed, Your Honor?

17 THE COURT: Please.

18 Whereupon,

19 LAURA FROST

20 was called as a witness, and having been previously sworn,  
21 was examined and testified as follows:

22 REDIRECT EXAMINATION

23 BY MS. MITCHELL:

24 Q Now, I want to address some of the  
25 clarifications that you had, and I appreciate you sharing





1 your notes with us, even though I'm not sure --

2 MR. MCRAE: Your Honor, I'm sorry. When we  
3 broke, the witness had been tendered.

4 MS. MITCHELL: No.

5 MR. MCRAE: That was my understanding, is that  
6 the exam was over, and that's why the Court said that we  
7 should have an opportunity to review the notes so that we  
8 could proceed with examination. Is she being re -- Is  
9 redirect being reopened?

10 MS. MITCHELL: I'm sorry. I never tendered the  
11 witness, Your Honor. I think we had the witness step off  
12 the stand so we could get a copy of the notes, and we  
13 could all evaluate that. At no point did I say no further  
14 questions.

15 THE COURT: Regardless, there's been no  
16 interruption by either party. What's the prejudice?  
17 What's the concern here? All right.

18 Counsel, your questions.

19 MS. MITCHELL: Thank you, Your Honor.

20 THE COURT: We're okay with the time, Counsel.

21 MS. MITCHELL: Thank you, Your Honor.

22 BY MS. MITCHELL:

23 Q So I am referring to your -- The notes  
24 that you provided in the clarifications that we went  
25 through this morning, and I just have a couple follow-up



1 questions for you. Do you have a copy of your notes in  
2 front of you?

3 A I do, yes.

4 Q Okay. I'm doing my best to read your  
5 handwriting, so if I say something wrong, Ms. Frost,  
6 please correct me. But there's a statement on there on  
7 page 2, and I will read from it. "However, it does not  
8 mean that we did not follow similar professional  
9 standards. Period. Our engagement was executed with the  
10 same principles of objectivity" --

11 THE COURT: Just a moment, Counsel. Would you  
12 put that up on the Elmo, please?

13 MS. MITCHELL: Oh, sure. This one has my notes,  
14 Your Honor. I'm going to switch them out for a different  
15 one.

16 THE COURT: All right. Thank you, Counsel.

17 MS. MITCHELL: Okay. And I've zoomed in a bit  
18 so that we can all see it.

19 So if I can continue, Your Honor.

20 THE COURT: You may.

21 BY MS. MITCHELL:

22 Q "The same principles of objectivity, due  
23 professional care, integrity, and documented evidence and  
24 transparency."

25 Now, my question to you, because you have



1 this statement in here, it doesn't mean that we didn't  
2 follow similar professional standards. And I just want to  
3 confirm, you, in fact, A&M, did follow the professional  
4 standards of objectivity, professional care, integrity,  
5 documented evidence, and transparency?

6 A Correct.

7 Q Okay.

8 MR. MCRAE: Objection. Vague and lack of  
9 foundation.

10 THE COURT: Overruled.

11 BY MS. MITCHELL:

12 Q Turning to the next page, there's a  
13 statement in here, and this is on page 3. "We also met  
14 with LAHSA after March 27th," and I think March 27th was  
15 the hearing date. Is that the reference?

16 A Correct.

17 Q Thank you. Did you also meet with the  
18 City after March 27th?

19 A Yes.

20 Q Did you also meet with the county or  
21 representatives from the county after March 27th?

22 A Yes.

23 Q Did you also meet with plaintiffs after  
24 March 27th?

25 A Yes.



1 Q And did you also meet with interveners  
2 after March 27th?

3 A Yes.

4 Q Did you meet with anybody else in relation  
5 to the assessment provided by A&M after March 27th? In  
6 relation to?

7 A No, no additional. I think that's all the  
8 parties that we met with in relation to this report.

9 Q And did any of those meetings include  
10 supplemental documentation provided to A&M?

11 MR. MCRAE: Objection. Vague and hearsay and  
12 lack of foundation.

13 THE COURT: Overruled.

14 You can answer the question, please.

15 THE WITNESS: No, I do not recall any  
16 supplemental documentation being provided to our team.

17 BY MS. MITCHELL:

18 Q And did any of those meetings or  
19 conversations that you had after March 27th change,  
20 materially change, any of the findings or conclusions made  
21 by A&M?

22 MR. MCRAE: Objection. Vague and relevance.

23 THE COURT: Overruled.

24 THE WITNESS: Oh, wait, sorry. May I just  
25 circle back to that question, Ms. Mitchell? I believe we



1 did receive supplemental documentation from the  
2 interveners. But, sorry, I just wanted to make that  
3 clear.

4 BY MS. MITCHELL:

5 Q Thank you for that clarification. My  
6 question to you is, did any of the conversations, and now  
7 I will add, or supplemental documentation, materially  
8 change any of the findings from A&M in the assessment?

9 MR. MCRAE: Same objections.

10 THE WITNESS: No.

11 THE COURT: I'm sorry, overruled. \

12 And you can answer the question, please.

13 THE WITNESS: No.

14 BY MS. MITCHELL:

15 Q All right. I'm going to move to the next  
16 section, this next paragraph, which specifically deals  
17 with the TLS funding. Now, section number one, you have  
18 them numbered under the key deficiencies underpinning that  
19 fact.

20 Let me back up, Your Honor, so that the  
21 record is clear. I'm just going to read this portion into  
22 the record. You have a statement, "in relation to TLS,  
23 LAHSA and the City have not produced sufficient evidence  
24 to demonstrate that counted beds were new or even  
25 created." Did I read that correctly?



1 A Correct.

2 Q "The key deficiencies underpinning that  
3 fact are," and then you have three separate delineated  
4 sections; is that right?

5 A Correct.

6 Q The first one says, gaps in expenditure  
7 support. Can you read -- well, actually, I think you  
8 already did read this into the record, so I will just ask  
9 the clarifying question.

10 For 70 percent of the contracts that  
11 showed no expenditures, is it your understanding that  
12 those 70 percent of expenditures that did not show --  
13 excuse me, let me withdraw and rephrase, Your Honor.

14 Is it your understanding that for the 70  
15 percent of the TLS contracts that had no expenditures,  
16 that those contracts were dedicated to TLS beds funded by  
17 different organizations?

18 MR. MCRAE: Objection. Lack of foundation.  
19 Calls for a legal conclusion. Relevance. Also,  
20 mischaracterizes Exhibit 23.

21 THE COURT: Overruled.

22 You can answer the question.

23 THE WITNESS: I apologize, Ms. Mitchell. Can  
24 you please repeat your question?

25 BY MS. MITCHELL:



1 Q Yeah, I'm just trying to further  
2 understand this subsection number one. And you have this  
3 statement, 70 percent of the contracts LAHSA flagged as  
4 creating new beds/no spending detail was provided. LAHSA  
5 later clarified to the press those beds were not funded by  
6 the City.

7 And my question to you is on that second  
8 sentence. Is it your understanding that for those 70  
9 percent of contracts that showed no expenditures, is it  
10 your understanding that those were for the beds not funded  
11 by the City?

12 MR. MCRAE: Objection. Unintelligible. It's  
13 compound. Vague.

14 THE COURT: I'm not sure I understand the  
15 question, Counsel.

16 MS. MITCHELL: Well, and I'm not sure I  
17 understand the statement, so I'll try to clarify.

18 BY MS. MITCHELL:

19 Q What do you mean when you say LAHSA later  
20 clarified to the press those beds were not funded by the  
21 City? What does that mean?

22 MR. MCRAE: Objection. Relevance.

23 THE COURT: Overruled.

24 You can answer that question.

25 THE WITNESS: We wanted to obtain an



1 understanding of what the City funded in relation to the  
2 TLS beds that were counted under roadmap. We asked LAHSA,  
3 "Can you please produce a list of contracts that pertain  
4 to those scattered sites?"

5 They produced a list of approximately 95  
6 contracts.

7 From that list, we looked at the accounting data  
8 that LAHSA produced. And from that list, we did not  
9 identify expenditure data from fiscal year 23 and 24 for  
10 those contracts that LAHSA identified as related to those  
11 beds. LAHSA later clarified the City did not fund all of  
12 those beds.

13 BY MS. MITCHELL:

14 Q Now, showing you still on page 3 regarding  
15 the TLS findings, I think we covered number 2 sufficiently  
16 in your direct examination originally, so I'll move to  
17 number 3, which states inconsistent -- I'm sorry, can you  
18 read that first line for me?

19 A Absolutely. Inconsistent address list.  
20 The addresses or site roster supplied do not tie to the  
21 stated number of slots. Sorry, I apologize. I think I  
22 went to the next line.

23 Q No, no, I appreciate that. The writing  
24 just gets small, so I appreciate your help, Ms. Frost. So  
25 I want to start with, did you ask for a list of addresses





1 that were tied to the TLS bed slots under roadmap?

2 MR. MCRAE: Objection. Relevance.

3 THE COURT: Overruled.

4 THE WITNESS: Yes, we did.

5 BY MS. MITCHELL:

6 Q And were you provided the list of  
7 addresses?

8 MR. MCRAE: Objection. Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: Yes, LAHSA produced that data to  
11 us.

12 BY MS. MITCHELL:

13 Q Okay. So what do you mean when you say  
14 the address roster supplied did not tie to the stated  
15 number of slots?

16 MR. MCRAE: Objection. Relevance.

17 THE COURT: Overruled.

18 THE WITNESS: We were hoping from that list, we  
19 would be able to tie the beds specifically counted under  
20 roadmap to a site address. So from the address  
21 documentation, it could not reconcile, meaning that  
22 address documentation did not have 2,293 line items.

23 BY MS. MITCHELL:

24 Q Okay. were you able to get a street  
25 address for every single TLS slot?



1 MR. MCRAE: Objection. Relevance.

2 THE COURT: Overruled.

3 THE WITNESS: Would you repeat that, please?

4 BY MS. MITCHELL:

5 Q Yes, were you able to get from LAHSA or  
6 any other source a street address for every TLS slot?

7 MR. MCRAE: Relevance.

8 THE COURT: Overruled.

9 THE WITNESS: From the data that LAHSA provided  
10 in relation to those slots, there were missing street  
11 addresses from that list. They had a housing move-in  
12 date, but they did not have a street address.

13 BY MS. MITCHELL:

14 Q Okay. were you able to get street  
15 addresses for some of the slots?

16 MR. MCRAE: Objection. Relevance.

17 THE COURT: Overruled.

18 THE WITNESS: Yes.

19 BY MS. MITCHELL:

20 Q Approximately, if you recall, what  
21 percentage of the addresses were you given that actually  
22 corresponded with a full street address and a slot?

23 MR. MCRAE: Objection. Vague and lack of  
24 relevance.

25 THE COURT: Just to be sure, do you understand



1 the question?

2 THE WITNESS: I believe I understand the  
3 question.

4 THE COURT: Overruled.  
5 You can answer.

6 THE WITNESS: The majority of the -- if I'm  
7 recalling correctly, the majority of that list did have a  
8 street address. There were just instances where we did  
9 not find a street address in the data produced.

10 BY MS. MITCHELL:

11 Q Now, you also have a note going down to  
12 the next line that some of the addresses overlapped with  
13 sites under the Alliance settlement. Can you explain  
14 that?

15 A Right, even though the list of sites were  
16 unable to be reconciled to the number reported under the  
17 roadmap program, there were addresses that overlapped with  
18 the permanent supportive housing sites in the Alliance  
19 quarterly report as of June 30, 2024.

20 MR. MCRAE: Your Honor, relevance and lack of  
21 foundation. Vague. Move to strike.

22 THE COURT: Overruled.

23 BY MS. MITCHELL:

24 Q So just so I'm clear, the sites that were  
25 provided to you were the sites that were supposed to be



1 the TLS slots under roadmap and you compared those  
2 addresses to the Alliance addresses and found that they  
3 were the same?

4 MR. MCRAE: Objection, Your Honor. It's vague.  
5 It's compound. Relevance. Misstates the witness's  
6 testimony. And it's also leading.

7 THE COURT: Overruled.

8 Do you recall the question?

9 THE WITNESS: Yes, I do. Correct, we found  
10 overlapping addresses.

11 BY MS. MITCHELL:

12 Q Approximately how many overlapping  
13 addresses did you find?

14 MR. MCRAE: Objection. Relevance. Vague. Lack  
15 of foundation.

16 THE COURT: Overruled.

17 THE WITNESS: I can't recall the exact number on  
18 the top of my head.

19 BY MS. MITCHELL:

20 Q Would you be able to find that information  
21 somewhere?

22 MR. MCRAE: Objection. Relevance and hearsay.

23 THE COURT: Overruled.

24 THE WITNESS: Yes, absolutely, we still have the  
25 data that LAHSA produced, so we would be able to produce



1 that.

2 BY MS. MITCHELL:

3 Q Going down to the next line, can you --  
4 well, I'll just ask you, can you read those next four  
5 lines for me down to the end of the notes? Starting with  
6 the word, the structure of data, starting with that  
7 phrase.

8 A The structure of data, fragmented,  
9 incomplete, and internally inconsistent, creates a high  
10 risk of inaccuracies, including double counting, and  
11 prevents the City from reliably measuring its progress.  
12 That weakness lies in record keeping, not in the diligence  
13 of professionals attempting verification.

14 Q Were you and your team diligent in  
15 pursuing this information?

16 MR. MCRAE: Objection. Vague.

17 THE COURT: Overruled.

18 THE WITNESS: I believe so, yes.

19 BY MS. MITCHELL:

20 Q Mr. Szabo made a statement while he was  
21 testifying quote, it reads to me like they, referring to  
22 A&M, did not fully either have the time to or capacity to  
23 understand what they were looking at. Do you recall that  
24 testimony?

25 A Yes.



1 Q Do you agree with him that A&M did not  
2 have the time to understand what you were looking at?

3 MR. MCRAE: Objection. Mischaracterizes  
4 Mr. Szabo's testimony. Calls for speculation.

5 THE COURT: Overruled.

6 You can answer the question.

7 MR. MCRAE: And relevance.

8 THE COURT: Overruled.

9 THE WITNESS: Can you please repeat your  
10 question, Ms. Mitchell?

11 BY MS. MITCHELL:

12 Q Sure. Do you agree with Mr. Szabo that  
13 the A&M team, consisting of the 10 individuals that you  
14 identified earlier, did not have the time to or capacity  
15 to understand what you were looking at?

16 MR. MCRAE: Objection. Compound. Lack of  
17 foundation. Calls for speculation. And relevance.

18 THE COURT: Overruled.

19 THE WITNESS: No, I do not agree with that  
20 statement.

21 BY MS. MITCHELL:

22 Q Why not?

23 MR. MCRAE: Same objections. Relevance, calls  
24 for speculation, lack of foundation.

25 THE COURT: Thank you, Counsel. Now, just a



1 moment. I want to make sure that these questions are  
2 clear to you. So, Counsel, re-ask the question.

3 You've made your objection now, Counsel. If  
4 it's the same question, you can make your objection again,  
5 but it's difficult for some of the lay witnesses, frankly.  
6 How are we going to resolve that so we don't quash your  
7 ability to make a record, but also we can get the  
8 information before the Court? Because for Mr. Szabo and  
9 the other gentleman, who did you just have testify?

10 MS. MITCHELL: Paul Webster.

11 THE COURT: Yeah. These folks have been on the  
12 stand before. She's represented this is her first time,  
13 and legally you're entitled to make the objections, but  
14 they're getting a little confusing for the witness, I  
15 think. So how are we going to resolve that?

16 MR. MCRAE: I suppose the witness can state  
17 whether or not the witness is laboring under confusion,  
18 and then the question can be repeated. Otherwise, we can  
19 proceed.

20 THE COURT: Okay. I'll take your guidance,  
21 Counsel. Thank you.

22 MS. MITCHELL: Thank you, Your Honor.

23 BY MS. MITCHELL:

24 Q Ms. Frost, have you been known by a  
25 different name during the last year as you've been



1 appearing and giving us updates in this Court?

2 MR. MCRAE: Relevance.

3 THE COURT: Overruled.

4 THE WITNESS: Yes. My maiden last name is  
5 Collier.

6 BY MS. MITCHELL:

7 Q And you since have gotten married and  
8 changed your name to Frost; is that right?

9 MR. MCRAE: Relevance.

10 THE COURT: Overruled.

11 THE WITNESS: Correct.

12 BY MS. MITCHELL:

13 Q Now, why do you disagree with Mr. Szabo's  
14 statement that A&M did not fully have the time or capacity  
15 to understand what you were looking at?

16 MR. MCRAE: Relevance. Lack of foundation.  
17 Vague.

18 THE COURT: Overruled.

19 THE WITNESS: I believe we had a very competent  
20 team with a depth of experience, decades of experience in  
21 accounting, finance, health care, government operations,  
22 and public policy. The team included certified public  
23 accountants, chartered financial analysts, and clinicians.  
24 Happy to provide a list of names, titles, and bios of  
25 everyone on the team if any party wants it.





1 In terms of time, we asked for the data. Either  
2 the data was provided or not provided. So we had to base  
3 our report on the available information to us and leveling  
4 a level of practicality and cost in respect of the City.  
5 And if any, no evidence after the issuance of the report,  
6 even within the three months from the date of the initial  
7 draft, has been produced to the A&M team.

8 BY MS. MITCHELL:

9 Q Did you hear Mr. Szabo testify -- or,  
10 actually, this was on May 28th, so maybe you read it in  
11 the transcript, that the capacity of this report,  
12 referring to the A&M assessment, was greatly limited  
13 because it was based on, quote, some of what they felt  
14 might be the case, based on some limited information that  
15 they were able to absorb and understand in the creation of  
16 the report, but without any of the rigor and objectivity  
17 and independence required for a formal assessment. Do you  
18 recall hearing or reading that testimony?

19 A I vaguely recall Mr. Szabo's testimony.

20 Q And did you, did A&M, speaking for A&M,  
21 base this report on feeling?

22 MR. MCRAE: Objection. Vague and irrelevance.  
23 Also, calls for speculation.

24 THE COURT: Overruled.

25 THE WITNESS: No, we took a very evidence-based



1 approach when formulating our findings and  
2 recommendations.

3 BY MS. MITCHELL:

4 Q Was this report based on limited  
5 information?

6 MR. MCRAE: Objection. Vague.

7 THE COURT: Overruled.

8 THE WITNESS: I believe our findings,  
9 recommendations, and throughout the report were formulated  
10 based on the data or lack thereof.

11 BY MS. MITCHELL:

12 Q Did A&M as a whole, the A&M team as a  
13 whole, or you in particular -- well, let me ask one of  
14 those questions, actually. I'll withdraw and rephrase,  
15 Your Honor.

16 Were you limited in your ability to absorb  
17 and understand the data that you were reviewing in  
18 creation of this report?

19 MR. MCRAE: Objection. Vague and relevance.

20 THE COURT: Overruled.

21 THE WITNESS: No.

22 BY MS. MITCHELL:

23 Q To the extent that you speak for the A&M  
24 team as a whole, was A&M limited in its ability to absorb  
25 and understand the information and creation of the report?



1 MR. MCRAE: Objection. Calls for speculation.  
2 Lack of foundation. And vague and relevance.

3 THE COURT: Overruled.

4 You can answer the question, please.

5 THE WITNESS: No.

6 BY MS. MITCHELL:

7 Q Do you agree with the statement that this  
8 report or the assessment was done without any rigor and  
9 objectivity?

10 MR. MCRAE: Objection. Mischaracterizes  
11 Mr. Szabo's statements. Also, lack of foundation and  
12 relevance.

13 THE COURT: Overruled.

14 You can answer the question.

15 THE WITNESS: I apologize, Ms. Mitchell. Can  
16 you repeat the question?

17 BY MS. MITCHELL:

18 Q Yeah, I'll read the full phrase. Do you  
19 agree with Mr. Szabo's statement that this assessment was  
20 done without any of the rigor and objectivity and  
21 independence required for a formal assessment? Do you  
22 agree with that?

23 MR. MCRAE: Same objections.

24 THE COURT: Overruled.

25 THE WITNESS: I do not agree with that.



1 BY MS. MITCHELL:

2 Q Why not?

3 MR. MCRAE: Same objections.

4 THE COURT: Overruled.

5 BY MS. MITCHELL:

6 Q Why not?

7 A Because we were -- we took a very rigorous  
8 evidence-based approach and aligned with professional  
9 standards.

10 Q Was this a formal assessment?

11 MR. MCRAE: Objection. Asked and answered  
12 multiple times. And also, vague.

13 THE COURT: Overruled.

14 You can answer one more time, just to be  
15 certain.

16 THE WITNESS: Yes.

17 BY MS. MITCHELL:

18 Q Mr. Szabo also made a statement that A&M's  
19 assessment that there was a disjointed continuum of care  
20 system was, quote, based on their assessment, their  
21 feeling, end quote. Was your assessment based on feeling?

22 MR. MCRAE: Objection. Asked and answered. It  
23 also mischaracterizes Mr. Szabo's statement.

24 THE COURT: Overruled.

25 THE WITNESS: No.



1 BY MS. MITCHELL:

2 Q Mr. Szabo gave an example of this, quote,  
3 unquote, feeling when A&M identified potential iniquities,  
4 but not making a finding of iniquities. Do you recall  
5 that testimony?

6 MR. MCRAE: Objection. Mischaracterizes  
7 Mr. Szabo's testimony. Also, relevance.

8 THE COURT: Overruled.

9 THE WITNESS: Yes.

10 BY MS. MITCHELL:

11 Q Did you find iniquities in what you were  
12 reviewing?

13 MR. MCRAE: Relevance.

14 THE COURT: Overruled.

15 THE WITNESS: We identified, we identified  
16 potential inequities based on the data produced to us.

17 BY MS. MITCHELL:

18 Q Can you give an example of a potential  
19 inequity that you reviewed, and if you need a copy of your  
20 report, please let me know.

21 MR. MCRAE: Relevance.

22 THE COURT: Overruled.

23 THE WITNESS: I have a copy of the report in  
24 front of me, may I reference that?

25 MS. MITCHELL: Yes, of course.



1 THE COURT: While you're doing that, Counsel,  
2 you mentioned yesterday you had a call today?

3 MR. MCRAE: I have to leave at 10:40, and so  
4 thank you, Your Honor.

5 THE COURT: Just remind me of that, okay?

6 MS. MITCHELL: And, Your Honor, we have agreed  
7 that that's the period of time that Mr. Maceri will be  
8 testifying, so a different attorney from Gibson, Dunn will  
9 be cross-examining Mr. Maceri.

10 THE WITNESS: One of a few examples within this  
11 report based on the evidence that we received could be --

12 MR. MCRAE: Your Honor, can we have a page  
13 number of Exhibit 23?

14 THE WITNESS: Apologies. I'm on page 102.

15 MS. MITCHELL: I can go ahead and put that up if  
16 that's easier, Your Honor.

17 THE COURT: Please.

18 MS. MITCHELL: Is that the page that you're  
19 looking to, 102 of 60?

20 THE WITNESS: Correct.

21 MS. MITCHELL: Okay.

22 THE WITNESS: I believe 4.2.3 section speaks to  
23 that, as well as page 1 --

24 BY MS. MITCHELL:

25 Q I'm sorry. If you could just wait one



1 moment, Ms. Frost. What about 4.2.3 points to inequities  
2 or potential inequities?

3 A From my understanding, housing navigation  
4 was a key part of placing individuals who were enrolled in  
5 various shelters to permanent housing. In this section,  
6 it outlines how those slots were determined across the  
7 sites reported in the Roadmap and Alliance, as well as  
8 Inside Safe.

9 Q Okay. What's another example?

10 MR. MCRAE: Objection. Move to strike. Lack of  
11 foundation. Mischaracterizes what the document says. It  
12 speaks for itself.

13 THE COURT: Overruled.

14 THE WITNESS: Outside of section 4.2.3, figure  
15 4.4 on page 120 of 160, if you see from the sampled sites,  
16 the exit data, some of these sites had exits to permanent  
17 housing of up to 60 percent, while some only had exits to  
18 permanent housing of 10 percent.

19 MR. MCRAE: Relevance.

20 THE COURT: Overruled.

21 BY MS. MITCHELL:

22 Q Any other examples that you can think of  
23 as you sit here today?

24 MR. MCRAE: Relevance.

25 THE WITNESS: Apologies. The report is over 165



1 pages. I'm sure there are various examples that we could  
2 point to in relation to our finding of potential  
3 inequities.

4 BY MS. MITCHELL:

5 Q How many meetings did you have with any  
6 people or groups of people at the City in researching and  
7 in your process of doing this assessment?

8 MR. MCRAE: Objection. Relevance.

9 THE COURT: Overruled.

10 MR. MCRAE: And lack of foundation.

11 THE COURT: You may answer the question.

12 THE WITNESS: We've met, I mean, we've conducted  
13 over 90 interviews. We met with city council members and  
14 their staff. We met with the CAO office multiple times.  
15 We also met with LAHSA. We met with LAPD. Very -- I  
16 mean, countless meetings.

17 BY MS. MITCHELL:

18 Q Did anybody suggest to you that you had to  
19 talk to the CAO, Matt Szabo, to understand the homeless  
20 system that you were reviewing?

21 MR. MCRAE: Relevance. Lack of --

22 THE COURT: I didn't hear the question, Counsel.  
23 I'm sorry.

24 BY MS. MITCHELL:

25 Q Yeah. Did anybody suggest to you at the





1 City or otherwise that A&M had to talk to Matt Szabo, the  
2 CAO, to understand the homeless system that you were  
3 reviewing?

4 MR. MCRAE: Your Honor, relevance. It also  
5 assumes facts. It's actually argument. It lacks  
6 foundation and it's vague.

7 THE COURT: Well, the question is, did anybody  
8 suggest that she talk to Mr. Szabo?

9 MS. MITCHELL: Correct.

10 MR. MCRAE: And the objection is that there's a  
11 lack of foundation that would even be required. And that  
12 by not doing it, somehow it means something. That's the  
13 objection. It's not relevant.

14 THE COURT: Overruled.

15 You can tell us who you talked to.

16 THE WITNESS: Mr. Szabo was copied on numerous  
17 emails and correspondence, and he would be informed when  
18 we were having meetings with his team. I apologize. Did  
19 I answer your question?

20 MS. MITCHELL: Well, sort of, and it's okay.  
21 I'll ask follow-up questions.

22 BY MS. MITCHELL:

23 Q Was Mr. Szabo invited to any of the  
24 meetings that A&M had?

25 MR. MCRAE: Objection. Lack of foundation and



1 relevance.

2 THE COURT: Overruled.

3 MR. MCRAE: And also vague.

4 THE COURT: You can answer that question.

5 THE WITNESS: From my recollection, he'd be  
6 copied on when we were intending to meet with his team,  
7 like date, time. I cannot recall if he was specifically  
8 on that calendar invite or if that invite was forwarded to  
9 him.

10 BY MS. MITCHELL:

11 Q And did anybody from the CAO's office or  
12 elsewhere inform you that you could not understand the  
13 homeless system that you were reviewing unless you spoke  
14 to Mr. Szabo?

15 MR. MCRAE: Argument, vague, lack of foundation,  
16 relevance, assumes facts.

17 THE COURT: Overruled.

18 You can answer that question.

19 THE WITNESS: No, no one ever directed us  
20 specifically to Matt Szabo to fully understand what our  
21 findings were.

22 BY MS. MITCHELL:

23 Q If Mr. Szabo had asked to meet with you  
24 personally, would you have met with him?

25 MR. MCRAE: Vague, foundation, calls for



1 speculation.

2 THE WITNESS: Absolutely. I apologize,  
3 Your Honor.

4 THE COURT: Overruled.

5 You can answer the question.

6 THE WITNESS: Absolutely. We were open to  
7 talking to anyone, any party, throughout this entire time.

8 MS. MITCHELL: I have no further questions at  
9 this time.

10 THE COURT: Ms. Myers, do you have questions?

11 MS. MYERS: Yes, Your Honor. Given the timing,  
12 do you want me to just --

13 THE COURT: I think out of courtesy to counsel,  
14 what time will you be back? We're not going to accomplish  
15 much at this point.

16 MR. MCRAE: Running here from my office, I think  
17 I can be back at 12:15.

18 THE COURT: Don't run. Walk safely. Just in  
19 case.

20 MR. MCRAE: 12:15, I believe.

21 THE COURT: We'll make sure that you're here.

22 All right. Then let's do this. Let's take a  
23 recess for the time being.

24 Who are you going to call next, Counsel?

25 MS. MITCHELL: Your Honor, Mr. Maceri should be



1 here to testify in about 30 minutes.

2 THE COURT: Pardon me?

3 MS. MITCHELL: Mr. Maceri, John Maceri, will be  
4 here to testify in about 30 minutes.

5 THE COURT: All right. What's your suggestion?

6 MS. MITCHELL: Your Honor, we had agreed with  
7 counsel that even though --

8 THE COURT: No, no, I understand. He's next. I  
9 understand that. Even though counsel's gone. So what do  
10 you want to do with this next 30 minutes?

11 MS. MITCHELL: Oh, as far as Ms. Frost; is that  
12 the question?

13 THE COURT: Do you want to start for 10 minutes?

14 I just don't think 10 minutes out of context  
15 leads us any place, then coming back. Maybe I should just  
16 go to lunch for 30 minutes and so should you.

17 MS. MYERS: Your Honor, I think that would make  
18 the most of the parties' agreement.

19 THE COURT: Yeah, let's do this: We'd have a  
20 15- or 20-minute recess anyway, for goodness sakes. Why  
21 don't we reconvene at 11:00 o'clock when Mr. Maceri's  
22 here? Would that be acceptable to everybody?

23 MS. MITCHELL: Sounds great.

24 THE COURT: We're losing 10 minutes. That way,  
25 Counsel, you're not stressed.



1 MR. MCRAE: Thank you.

2 THE COURT: Thank you very much.

3 (A recess was taken off the record.)

4 THE COURT: Then we're back in session.

5 Counsel are present.

6 And, Counsel, would you like to call your  
7 next witness, please?

8 MS. MITCHELL: Yes, Your Honor. Plaintiff calls  
9 John Maceri to the stand.

10 THE COURT: Thank you very much.

11 Sir, if you'd step forward, please. Would you  
12 be kind enough to raise your right hand, sir?

13 THE CLERK: Do you solemnly swear that the  
14 testimony you are about to give and the cause now pending  
15 before this Court shall be the truth, the whole truth, and  
16 nothing but the truth, so help you God?

17 THE WITNESS: I do.

18 THE COURT: Thank you, sir. If you'd please be  
19 seated here in the witness box. And be careful when you  
20 come up the stairs. There's about a two-inch rise, okay?

21 All right. Thank you very much. You may be  
22 seated. Sir, after you're comfortably seated, would you  
23 face counsel? Would you state your full name, please?

24 THE WITNESS: John Maceri.

25 THE COURT: And would you spell your last name,



1 sir?

2 THE WITNESS: M as in Michael, A-C-E-R-I.

3 THE COURT: Counsel, I'm doing my best to  
4 recall. I've met Mr. Maceri at his offices, I believe, in  
5 2020 or 2021. I don't recall if I've had a conversation  
6 with him since. I may have, so all parties know. And  
7 thank you for meeting with me that day. I think he was  
8 one of three providers we met with on that day, or maybe  
9 four. So I think it was a morning session if I'm not  
10 certain. And you have an office just off the 10?

11 THE WITNESS: Yes, that's correct.

12 THE COURT: Okay.

13 THE WITNESS: At Arlington.

14 THE COURT: Thank you very much, sir. Pleasure.  
15 Counsel, direct examination, please.

16 MS. MITCHELL: Thank you, Your Honor. And just  
17 to clarify again, Your Honor, that was during the period  
18 of time when all parties had waived ex parte  
19 communications.

20 THE COURT: All parties had given consent to the  
21 (inaudible) at the time, and all parties that they could  
22 speak to anyone.

23 MS. MITCHELL: Thank you, Your Honor.

24 THE COURT: Once again, I don't remember if he's  
25 the 200th person I talked to or the 400th person I talked



1 to. Counsel?

2 MS. MITCHELL: Thank you, Your Honor.

3 Whereupon,

4 JOHN MACERI

5 was called as a witness, and having been sworn, was  
6 examined and testified as follows:

7 DIRECT EXAMINATION

8 BY MS. MITCHELL:

9 Q Mr. Maceri, what is your current role?

10 A I'm the CEO of The People Concern.

11 Q How long have you served as the CEO of The  
12 People Concern?

13 A 25 years.

14 Q Have you been a CEO that entire time, 25  
15 years?

16 A Yes.

17 Q And what did you do prior to that?

18 A Prior to that, I was the executive  
19 director of a nonprofit aid service organization for 12  
20 years.

21 THE COURT: Would you say that again, just a  
22 little slower, sir?

23 THE WITNESS: Prior to The People Concern, for  
24 12 years, I was the CEO of a nonprofit aid service  
25 organization.



1 THE COURT: Thank you very much.

2 BY MS. MITCHELL:

3 Q And The People Concern, is it one of the  
4 largest service providers in Los Angeles, to your  
5 knowledge?

6 A Yes.

7 Q Can you briefly describe The People  
8 Concern and what the organization does?

9 A So we're a nonprofit housing and service  
10 provider that provides services to people experiencing  
11 homelessness and survivors of domestic violence. We work  
12 only in Los Angeles County, but all over Los Angeles  
13 County. We provide street outreach, interim housing,  
14 permanent supportive housing, and then wraparound  
15 services, primary care, mental health care, substance use  
16 services, and domestic violence services.

17 Q And what are the various interventions  
18 that you implement in terms of beds, if you understand  
19 that question?

20 A Well, we operate both interim, which is  
21 temporary housing, mostly congregate facilities, although  
22 we do operate some Inside Safe programs that are  
23 individual motel rooms. And then we have 3,800 units of  
24 permanent supportive housing throughout the county, which  
25 are individual units where people hold leases.





1 Q Now, did you have the occasion to review a  
2 recent list of interventions that the City is including on  
3 the roadmap list, if you know what that is?

4 MR. SCOLNICK: Objection. Relevance. Lack of  
5 foundation.

6 THE COURT: Overruled.

7 Sir, you can answer the question, please.

8 THE WITNESS: Yes, I did.

9 BY MS. MITCHELL:

10 Q And does The People Concern run any of the  
11 interventions identified on the roadmap list?

12 A Yes. We operate 25 of the permanent  
13 housing sites and four of the interim housing sites, and  
14 we are scheduled to operate 10 of the permanent housing  
15 sites in development.

16 Q Do you know the difference between the  
17 roadmap list and the Alliance list?

18 A Yes.

19 Q Okay. So was that the roadmap list or the  
20 Alliance list you're referring to?

21 A My apologies. The Alliance list is where  
22 we have 25 permanent sites, 10 in development, four  
23 interim. And the roadmap site were mostly sites that we  
24 operated during the pandemic, although one or two of them  
25 have converted to permanent housing, and the interim



1 sites, the temporary sites, we no longer operate.

2 THE COURT: And would you repeat for me? I  
3 didn't write quickly enough. You operate 25 permanent  
4 sites.

5 THE WITNESS: Correct, on the Alliance.

6 THE COURT: And then you have the next category  
7 of --

8 THE WITNESS: There are 10 more sites. So there  
9 are 25 that are currently operating. There are 10 more in  
10 development where we will be the service provider. So  
11 that's a 35 on the Alliance list, and we operate four  
12 interim housing on the Alliance list. And then on the  
13 roadmap, there were a few sites that we operated during  
14 the pandemic that are no longer operating. And I believe  
15 two of those sites converted to permanent housing.

16 THE COURT: Thank you very much. I appreciate  
17 that.

18 BY MS. MITCHELL:

19 Q Are any of the sites that you identified  
20 as operating Inside Safe locations?

21 A We operate two Inside Safe locations.

22 Q Do you know which ones?

23 A The Las Palmas and the Dusk.

24 Q Now, we have been referring to the  
25 homelessness response system. We've been using that



1 phrase in this courtroom, referring to -- Well, let me  
2 just ask this question. If I use the phrase homelessness  
3 response system in Los Angeles, do you have an  
4 understanding of what that means?

5 MR. SCOLNICK: Vague.

6 THE WITNESS: Yes, I believe I do.

7 THE COURT: Overruled.

8 You can answer the question.

9 MS. MITCHELL: So, Mr. Maceri, it's a little bit  
10 of an awkward dance that we do sometimes. I'll be asking  
11 the question. If there's an objection, you need to wait  
12 for the objection, and then you can answer.

13 THE WITNESS: Sorry.

14 MS. MITCHELL: That's okay.

15 THE COURT: Just re-ask the question.

16 BY MS. MITCHELL:

17 Q So if I refer to a phrase homelessness  
18 response system, do you understand what that means?

19 MR. SCOLNICK: Vague.

20 THE COURT: Vague. Overruled.

21 THE WITNESS: I believe I do. Yes.

22 BY MS. MITCHELL:

23 Q And what does it mean to you?

24 A Well, what it means to me is all the  
25 components of the system, including street outreach,



1 temporary or interim housing, prevention, permanent  
2 housing, and supportive services. Those are all the  
3 components that make up the homeless response system.

4 BY MS. MITCHELL:

5 Q And what role, to your understanding, does  
6 LAHSA have in that system?

7 MR. SCOLNICK: Foundation.

8 THE COURT: Overruled.

9 THE WITNESS: Well, LAHSA has a few roles in the  
10 system. They are both a systems administrator in terms of  
11 administering contracts to providers like the People  
12 Concern and others that deliver direct services. LAHSA  
13 also delivers some of those services themselves directly.  
14 Yeah, those are the two primary roles of LAHSA.

15 BY MS. MITCHELL:

16 Q Now, working in this field for decades,  
17 based on your experience, do you believe that Los Angeles  
18 has a functional homelessness response system?

19 MR. SCOLNICK: Vague. Relevance. Foundation.

20 THE COURT: Overruled.

21 You can answer that question, sir.

22 THE WITNESS: In my opinion, no. I think we  
23 have a very fragmented system.

24 BY MS. MITCHELL:

25 Q Please explain that.



1           A       Well, we have a very siloed system. We  
2       work in four different databases, none of which are  
3       integrated. We have a homeless services authority that  
4       has no authority to make decisions. We have a highly  
5       politicized system. The system is influenced by electeds  
6       and their staff. And we don't have an overall vision  
7       other than everyone agrees that we want the point-in-time  
8       count to go down and we want the unsheltered count to go  
9       down every year. But there's not an overarching plan for  
10      how we're going to achieve those metrics.

11           Q       And what are some of the symptoms that  
12      you've observed from the service provider side that  
13      indicate that dysfunction?

14           MR. SCOLNICK: Objection. Vague.

15           THE COURT: Overruled.

16           MR. SCOLNICK: Relevance.

17           THE COURT: You can answer the question, sir.

18           THE WITNESS: Thank you. Well, it manifests  
19      itself in a variety of ways. The way people are referred  
20      into interim housing, for instance. The matching system  
21      to permanent supportive housing. The execution of  
22      contracts, which, in fairness to LAHSA, has significantly  
23      improved in the last year but is still challenging. We  
24      have many, many funding sources in the system. So  
25      blending all of that funding and executing contracts in a



1       timely manner continues to be a challenge.

2               How we build housing, how we match people to  
3       available units, both on the interim and the permanent  
4       side, continues to be. There are many, many barriers.  
5       The outreach teams working with individuals that they're  
6       trying to move into shelter, it's not so easy to do that.

7       BY MS. MITCHELL:

8               Q       Why not?

9               MR. SCOLNICK: Relevance.

10              THE COURT: Overruled.

11              You can answer the question, sir.

12              THE WITNESS: Part of it are sort of the rules  
13       and structures and the policies, which are ever evolving  
14       and changing. Some of it is the funding sources have  
15       different requirements and different rules. And so, as an  
16       operator, we could have beds in one facility that have  
17       multiple funding sources and have different requirements  
18       for how those beds are accessed.

19              I think on the permanent housing side, the  
20       length of time that it takes to build housing and then to  
21       lease it up continues to be a huge challenge and a  
22       barrier. And, frankly, there aren't enough places for  
23       people to live. And so, often we find that people working  
24       with outreach teams, working with folks in interim  
25       housing, are stuck in the system because there's nowhere



1 to have them move to permanently.

2 BY MS. MITCHELL:

3 Q Based on your experience, what would we  
4 need or what do we need in a functioning homelessness  
5 response system in Los Angeles?

6 MR. SCOLNICK: Relevance, calls for expert  
7 opinion and speculation.

8 THE COURT: Overruled.

9 You can answer the question, sir.

10 THE WITNESS: Well, I think there are a few  
11 things that, you know, I described all the components of a  
12 functioning system. You need prevention to keep people  
13 who are currently housed from becoming homeless. And what  
14 we see on the ground as a practitioner, very practically,  
15 is the majority of newly homeless people in Los Angeles  
16 are losing their housing because they can't afford to pay  
17 their rent or they have some catastrophic event in their  
18 life, and they lose their housing very quickly. So we  
19 need to go more upstream and work on keeping people  
20 housed.

21 In the middle, on the interim, we don't really,  
22 as I said earlier, we don't have an overarching plan for  
23 looking at if you have one temporary interim housing  
24 intervention, how many permanent housing interventions do  
25 you need and how many prevention interventions do you



1 need? We've never really looked at the system as  
2 functioning that way.

3 In a lot of ways, everything is a one-off. We  
4 build a new building, and we start all over again. And  
5 the system functions and acts as if every day is Groundhog  
6 Day so that we just, you know, begin all over again. And  
7 that's not a way to create throughput in a system when we  
8 have thousands of people that are languishing on the  
9 streets and waiting, you know, for beds.

10 We need to build more affordable housing, but  
11 not just ground up. The system is heavily weighted  
12 towards permanent supportive housing, which is critically  
13 important, but not every person experiencing homelessness  
14 needs permanent supportive housing.

15 We need to expand the stock of affordable  
16 housing for people, you know, who are able to pay market  
17 rate rents or at least rents that are affordable in the  
18 current market.

19 We haven't done enough with shared housing. We  
20 haven't looked at master leasing in a significant way.  
21 There are lots of tools in the toolbox, even in an  
22 expensive real estate market like Los Angeles, that we  
23 could harness more housing units so that people are not  
24 languishing either on the streets or in temporary  
25 interventions.





1 BY MS. MITCHELL:

2 Q Now, you made a statement that is somewhat  
3 relevant to what we have discussed today, that the system  
4 is weighted towards permanent supportive housing. Why is  
5 that a problem in your view?

6 THE COURT: Can you answer the question, sir?

7 THE WITNESS: Sorry, I'm not a very good witness  
8 apparently. I don't know that it's a problem per se. I'm  
9 a huge proponent of permanent supportive housing. We do a  
10 lot of permanent supportive housing.

11 I think the issue is, and let me just for  
12 context say why the system is currently weighted. For  
13 many, many years, the highest acuity folks experiencing  
14 homelessness were literally screened out of permanent  
15 housing because they were considered bad tenants. They  
16 had poor rental histories, poor credit histories, poor  
17 employment histories. And so the people who needed access  
18 to housing the most were screened out.

19 So several years ago, when the coordinated entry  
20 system was implemented, the idea was that to democratize  
21 access to housing, that this would be one way based on  
22 people's acuity that they would be able to access  
23 permanent housing. And frankly, I think that was a very  
24 good thing. It was important. It was a very important  
25 shift in the system.



1           The challenge, I think, is that the pendulum has  
2           swung too far and we focused only on building new  
3           permanent supportive housing and have not focused as much  
4           on all the other things that I described in sort of the  
5           middle of the spectrum. And as a result of that, we now  
6           have people who are waiting much longer periods of time  
7           for permanent supportive housing units, which are very  
8           limited, as all affordable housing is limited in Los  
9           Angeles. And we're missing the opportunity to house more  
10          people more quickly using other types of interventions.

11       BY MS. MITCHELL:

12           Q       And by missing the opportunity to house  
13          more people more quickly, what is the result in your  
14          experience?

15           MR. SCOLNICK: Objection. Foundation.  
16          Relevance.

17           THE COURT: Overruled.

18           THE WITNESS: Well, two things. I think we have  
19          more people waiting on the streets longer to be moved  
20          indoors, and we have a lot of people in temporary housing,  
21          whatever that looks like, that are waiting to move into  
22          permanent housing. And so the whole system gets backed  
23          up.

24       BY MS. MITCHELL:

25           Q       In your opinion, based on your experience,



1 25 years as the CEO of one of the largest service  
2 providers in the county and in the city, what does this  
3 solve? How do we create a functioning homelessness  
4 response system in Los Angeles, in your opinion?

5 MR. SCOLNICK: Vague. Relevance. Lacks  
6 foundation. Calls for expert opinion.

7 THE COURT: Overruled.

8 You may answer the question, please.

9 THE WITNESS: Well, I think there are a few  
10 things. I think one of the challenges now is when  
11 everyone's in charge, no one's in charge. And as I said,  
12 we have a Homeless Services Authority that has no  
13 authority to make any decisions, and we have no entity.

14 So whatever entity is created needs to actually  
15 have the authority and power to be able to implement, I  
16 believe, both a citywide and a countywide plan that drives  
17 us towards the overarching goal, which everyone agrees is  
18 we want unsheltered homelessness to go down. We want the  
19 street count to go down. We want more people to be moved  
20 indoors, but not just moved indoors. We want people to be  
21 permanently housed, and we want to keep them housed.

22 So in my view, it's not just about how many  
23 people can you move indoors and then leave them in a  
24 situation where they are. Yes, it is infinitely better  
25 for them to be indoors. There's no question about that.



1 But then my question is always, what's next?

2 And so I think to have a functioning system, as  
3 I said earlier, we need to look at all of the components  
4 of the system. We need to go upstream more and work on  
5 prevention. Whatever temporary interventions are created  
6 in housing, there needs to be a direct link to an exit  
7 strategy for permanent housing. And in permanent housing,  
8 we need to focus not just on permanent supportive housing,  
9 but in harnessing opportunities, shared housing, adaptive  
10 reuse, master leasing. These are all tools in the  
11 toolbox. No single one of those interventions by  
12 themselves is going to solve homelessness. We are not  
13 going to build our way out of this. It's too expensive  
14 and it takes too long, but we are not using all of the  
15 tools.

16 And I think more importantly, the biggest  
17 failure in the system is that it is influenced too heavily  
18 by politics and not real leadership that has both the  
19 political will but also the authority to be able to make  
20 decisions.

21 BY MS. MITCHELL:

22 Q Showing you what has been marked as  
23 evidence at this point. This is the Alvarez and Marsal  
24 Independent Assessment of City Funded Homelessness  
25 Assistance Programs. Have you had an opportunity to review



1 this document, Mr. Maceri?

2 A Yes.

3 Q And did you have any disagreements with  
4 any of the conclusions that were reached?

5 A No.

6 MR. SCOLNICK: Relevance.

7 THE COURT: Overruled.

8 You may answer, sir.

9 THE WITNESS: No, not at a high level.

10 BY MS. MITCHELL:

11 Q The audit identified misaligned roles  
12 between the city, county, and LAHSA resulting in poor  
13 coordination and oversight. Is that consistent with your  
14 experience working as a service provider in Los Angeles?

15 MR. SCOLNICK: Objection. Relevance.  
16 Foundation. And mischaracterizes the document as an  
17 audit.

18 THE COURT: Overruled.

19 THE WITNESS: Yes.

20 THE COURT: Well, it's an assessment, Counsel.

21 MS. MITCHELL: Thank you, Your Honor.

22 THE WITNESS: In my experience, yes.

23 BY MS. MITCHELL:

24 Q The assessment also identifies confusion  
25 in how to get even a person in shelter and housing. Is



1 that consistent with your experience as a service  
2 provider?

3 MR. SCOLNICK: Relevance and vague.

4 THE COURT: Overruled.

5 You may answer the question, sir.

6 THE WITNESS: Yes, it is.

7 BY MS. MITCHELL:

8 Q In your professional view, what would best  
9 efforts look like from a city trying to hit, let's say, a  
10 1,000-bed milestone within a six-month period?

11 MR. SCOLNICK: Objection. Relevance.  
12 Foundation. Calls for legal opinion.

13 THE COURT: Overruled.

14 You may answer the question, sir.

15 THE WITNESS: I'm not an attorney, so I can't  
16 give you a definition of best efforts. What I would say  
17 is what I just described before is I think that there  
18 needs to be a very focused effort with a plan, with  
19 benchmarks that everyone working in the system is held  
20 accountable to.

21 When I talked about the fragmentation earlier, I  
22 think we would have a more effective system if we had a  
23 plan that was laid out. How many interim housing beds do  
24 we need and what are those going to look like? Because  
25 they're not all the same. How many permanent housing



1 units do we need? And, again, they aren't all going to  
2 look the same.

3 And then I think that there should be a better  
4 division of labor and oversight. I think in the provider  
5 community, there are some providers that are better  
6 equipped to work in one area. Even though most of us are  
7 generalists, I believe that we actually could have a more  
8 focused approach. We're not doing that right now, as I  
9 said, because every new development is like a new day.  
10 And I think we should be driving towards being able to  
11 scale up more interim housing as long as, and this is  
12 really important, as long as it's linked to a permanent  
13 housing exit, which currently it's not.

14 BY MS. MITCHELL:

15 Q So is it possible, in your view, to obtain  
16 or procure or create in some way, let's say, 1,000 beds  
17 for people experiencing homelessness in a six-month  
18 period?

19 MR. SCOLNICK: Objection. Lacks foundation.  
20 Calls for speculation. Calls for expert opinion. And  
21 incomplete hypothetical.

22 THE COURT: Overruled.

23 THE WITNESS: It's possible. It would be  
24 challenging. A thousand beds in six months is  
25 challenging. But I think it is possible to substantially



1 increase our housing bed stock.

2 BY MS. MITCHELL:

3 Q And if you were tasked with that role of  
4 obtaining, creating, or otherwise, well, I'll just say  
5 creating 1,000 beds in six months, how would you do it?

6 MR. SCOLNICK: Same objections, Your Honor.

7 THE COURT: Overruled.

8 THE WITNESS: Well, it would be very similar to  
9 what I've described already. I think we need to look at  
10 all of the interim housing interventions that are  
11 available now. I think some of them could be expanded  
12 substantially. I think we're really underutilized in the  
13 master lease area. And I think there's still  
14 opportunities in adaptive reuse.

15 And I think in terms of standing up some more  
16 temporary possibilities, although I will say, frankly,  
17 most people experiencing homelessness don't like  
18 congregate shelter facilities, so that is very  
19 challenging, especially since there's been opportunities  
20 for people to be in single rooms, which is always  
21 preferable because people want their privacy, as we all  
22 want our privacy.

23 That being said, I think, as I said on the  
24 permanent side, I would weigh more on making sure that  
25 every temporary housing intervention has a permanent exit





1 strategy, because I think that we are falling short.

2 And we're spending. Any kind of temporary  
3 housing is the most expensive intervention that we can  
4 have because they have to be operated 24-7. They need to  
5 be staffed. They are service-intensive. Permanent  
6 supportive housing is service-intensive. This work is  
7 service-intensive. But if we're talking about limited  
8 resources, I think we have to weigh where are we going to  
9 have the greatest impact. So clearly, we need more  
10 temporary, and we need more permanent, but those need to  
11 be linked in a strategic way.

12 BY MS. MITCHELL:

13 Q And are they currently, in your opinion,  
14 linked in a strategic way?

15 A No, they're not.

16 MR. SCOLNICK: Belated objection on relevance,  
17 Your Honor.

18 THE COURT: Overruled.

19 BY MS. MITCHELL:

20 Q What are some of the challenges with  
21 Inside Safe you've observed, if you're comfortable  
22 sharing?

23 MR. SCOLNICK: Vague.

24 THE COURT: Counsel, I don't understand the  
25 question.



1 MS. MITCHELL: I'll ask a more direct question,  
2 Your Honor.

3 BY MS. MITCHELL:

4 Q What are some of the problems that you've  
5 seen with Inside Safe?

6 MR. SCOLNICK: Vague.

7 THE COURT: In relation to what, Counsel?

8 MS. MITCHELL: I think in relation to operation,  
9 Your Honor.

10 THE COURT: Then ask about operations.

11 BY MS. MITCHELL:

12 Q Okay. What are some of the challenges  
13 with operating Inside Safe programs that you've seen?

14 MR. SCOLNICK: Still vague.

15 THE COURT: Overruled.

16 THE WITNESS: Well, there are a few. One is  
17 that the Inside Safe sites, most of them are not linked to  
18 a permanent housing exit. We see, as you're probably  
19 aware, Inside Safe is moving people directly from the  
20 streets into the motels. So it is absolutely essential  
21 that people feel safe and that they're indoors, and that's  
22 a very good thing. But there aren't adequate supports to  
23 be able to move those people into permanent housing.

24 We see a lot of challenges in the motels  
25 themselves with the owners of the motels, who are,



1 frankly, not good owners or operators. They don't take  
2 care of their property, so there's lots of challenges  
3 around maintenance and security.

4 There continue to be challenges for the on-site  
5 resident services site. The facilities themselves are not  
6 set up to provide on-site resident services space. So if  
7 you're trying to provide mental health services, for  
8 instance, most of these buildings don't have private  
9 space, which means that services often have to be  
10 delivered in someone's unit, which can be challenging in  
11 and of itself. So those are some of the operational  
12 challenges that we see.

13 BY MS. MITCHELL:

14 Q To your knowledge and understanding is  
15 Inside Safe expensive to run?

16 MR. SCOLNICK: Vague, relevance, a lack of  
17 foundation.

18 THE COURT: Overruled.

19 THE WITNESS: It is.

20 BY MS. MITCHELL:

21 Q Are there other housing assets that we  
22 could use that would be less expensive and or more  
23 expedient?

24 MR. SCOLNICK: Vague, lack of foundation, calls  
25 for speculation.



1 THE COURT: Overruled.

2 You can answer the question, sir.

3 THE WITNESS: Well, I think Inside Safe, I think  
4 using motel rooms in terms of housing stock is a good  
5 idea. The challenge, again, is that there was no exit  
6 strategy, and so we've ended up with an expensive. Just  
7 the cost of the hotel rooms alone, excluding the services,  
8 are very expensive, and it's hard to scale and sustain.

9 In terms of other kinds of interventions, as I  
10 said, there are congregate options, which are not always  
11 desirable by people experiencing homelessness, so I think  
12 we have to be honest about that and acknowledge that.

13 There are other kinds of interventions,  
14 temporary. I've seen modular facilities, for instance,  
15 that have private rooms and private bathrooms that are  
16 less expensive. There's a lot of capital cost up front,  
17 and obviously you have to find land in order to place  
18 them, but if you look at what other cities are doing  
19 around the state, that has been a really effective  
20 intervention.

21 So there's, you know, again, it's always looking  
22 at where is there going to be the greatest impact for the  
23 investment, and I think that we could do more to look at  
24 alternatives to motels.

25 BY MS. MITCHELL:



1 Q Is there a role, in your view, for public-  
2 private partnerships or private equity in solving this  
3 crisis?

4 MR. SCOLNICK: Relevance, foundation, calls for  
5 speculation.

6 THE WITNESS: Yes. I mean, I think there's a  
7 huge role for public-private partnerships. If you look at  
8 what's here, even in Los Angeles, we have a few private  
9 equity firms that are investing in permanent supportive  
10 housing, for instance, and they're bringing their units in  
11 at, in many cases, under \$300,000, a unit where the  
12 average cost is pushing \$700,000, for instance, and that  
13 is a direct result of private equity being able to replace  
14 a single source and provide a single source of capital so  
15 that a developer doesn't have to have five or seven  
16 different sources in their capital stack, for instance.

17 What I cited, what's happening up in Santa  
18 Clara, where the City is partnering with nonprofits and  
19 private equity, they provided land, and they have built  
20 modular units and are bringing them in for substantially  
21 less.

22 So I think, in my opinion, not just relative to  
23 Inside Safe or, you know, our current situation, but for a  
24 long time I think that we have not harnessed the private  
25 market in terms of capital investments in the way that we



1 could. There are plenty of institutional investors and  
2 even some individuals and families that would be willing  
3 to use their investment. They may not make a  
4 multimillion-dollar donation, but they would be happy to  
5 invest and take a small return to be able to contribute to  
6 building more housing.

7 MR. SCOLNICK: Your Honor, I'd move to strike  
8 the testimony about Santa Clara as irrelevant.

9 MS. MITCHELL: I can set a foundation for that,  
10 Your Honor.

11 THE COURT: Counsel?

12 MS. MITCHELL: I think that that's a Dignity  
13 Moves project, the one that he's referring to, the modular  
14 units in Santa Clara. And we heard testimony from  
15 Elizabeth Funk earlier in this hearing.

16 MR. SCOLNICK: And I think the Court ruled that  
17 was irrelevant.

18 THE COURT: Yeah, I don't want to get into cost  
19 comparisons out of the region. For instance, San Jose,  
20 Oakland, San Francisco, Fresno, et cetera. I think that  
21 the testimony is relevant concerning the region, and I  
22 include the Southern California region all the way up to  
23 Santa Barbara, Riverside, Orange County, and the different  
24 cities within the Los Angeles County.

25 MS. MITCHELL: Sure.



1 THE COURT: So I'm going to sustain the  
2 objection, Counsel.

3 BY MS. MITCHELL:

4 Q Are you familiar with dignity moves?

5 A I am, yes.

6 Q And do they have projects in Santa  
7 Barbara?

8 A Yes, I believe they do.

9 Q And is that what you were referring to by,  
10 for example, like a modular unit on donated land?

11 A Yes.

12 Q And you also referred to a private  
13 organization that was doing permanent supportive housing.  
14 Were you referring to SDS Capital?

15 A Yes.

16 MR. SCOLNICK: Objection. Leading.

17 THE COURT: That is leading, Counsel, but you  
18 can ask him who is he referring to.

19 MS. MITCHELL: I'm not going to ask more  
20 questions about this issue, Your Honor. Well, I'll just  
21 ask the question.

22 BY MS. MITCHELL:

23 Q When you refer to a private organization  
24 creating permanent supportive housing without government  
25 funding, what organization were you referring to?



1           A       I was referring to Debbie LaFranchi and  
2       SDS Capital.

3           THE COURT:   And slowly, what are the initials of  
4       S?

5           THE WITNESS:   S-D, as in David, S, S-D-S  
6       Capital.

7           THE COURT:   Okay.   I got it.   Thank you.

8       BY MS. MITCHELL:

9           Q       And Debbie LaFranchi is the CEO?

10          A       Yes.

11          Q       Could unsheltered homelessness be ended in  
12       Los Angeles within two years with coordinated, urgent  
13       action, in your opinion?

14          MR. SCOLNICK:   Objection.   Relevance.  
15       Foundation.

16          THE COURT:   I'm going to sustain that, Counsel.

17          MS. MITCHELL:   Thank you.

18          THE COURT:   I don't think I want you or another  
19       expert in that situation of a time frame, okay?

20       BY MS. MITCHELL:

21          Q       Is the City of Los Angeles, in your  
22       opinion, currently using best efforts, as you understand  
23       from a layperson's perspective, what best efforts is?

24          MR. SCOLNICK:   Objection.   Calls for a legal  
25       opinion.   Relevance.   Foundation.





1 THE COURT: From a layperson's perspective, I'm  
2 going to sustain that, but, Counsel, he's well known in  
3 the provider field.

4 MS. MITCHELL: He is, and I'll set a little bit  
5 more of a foundation.

6 BY MS. MITCHELL:

7 Q So from your experience as a service  
8 provider, longtime in Los Angeles, and when I refer to  
9 layperson's understanding, I'm referring to the phrase  
10 best efforts. So from your deep experience in the service  
11 provider industry in Los Angeles, do you believe the City  
12 is currently expending its best efforts?

13 MR. SCOLNICK: Relevance and calls for a legal  
14 opinion.

15 THE COURT: It's ambiguous to me. I don't  
16 understand the question, Counsel.

17 BY MS. MITCHELL:

18 Q Yes, using its best efforts to increase  
19 the number of beds available to persons experiencing  
20 homelessness and reducing encampments.

21 MR. SCOLNICK: Relevance, calls for a legal  
22 opinion.

23 THE COURT: And from his experience as a  
24 layperson, because he's certainly not a layperson. As a  
25 service provider. As a provider.



1 MS. MITCHELL: Sure, I can put it all together,  
2 Your Honor.

3 BY MS. MITCHELL:

4 Q Mr. Maceri, in your experience as leading  
5 one of the largest service providers in Los Angeles, do  
6 you currently believe that the City is using its best  
7 efforts to increase the number of homeless housing beds in  
8 Los Angeles?

9 MR. SCOLNICK: Objection. Relevance. Calls for  
10 a legal opinion. And if the witness is testifying as an  
11 expert, he has not been qualified as such yet.

12 THE COURT: I'll allow you to answer that in  
13 your professional capacity as a provider.

14 THE WITNESS: I believe we can be doing more.

15 MS. MITCHELL: I have no further questions.

16 THE COURT: Ms. Myers, do you have questions?

17 MS. MYERS: I do, Your Honor.

18 THE COURT: All right.

19 CROSS-EXAMINATION

20 BY MS. MYERS:

21 Q Good morning, Mr. Maceri. Shayla Myers  
22 with the Legal Aid Foundation of Los Angeles. It's good  
23 to see you.

24 A Good morning.

25 Q So the People Concern runs a variety of



1 housing interventions; correct?

2 A Yes.

3 Q And that includes both permanent  
4 supportive housing and interim shelters; is that correct?

5 A Yes.

6 Q Does the People Concern run any time-  
7 limited subsidy? Let me back up and ask that. Does the  
8 People Concern have any contracts to provide services  
9 related to time-limited subsidies?

10 A Yes.

11 MR. ROTSTEIN: Relevance.

12 THE COURT: I'm sorry, I didn't - overruled, and  
13 your answer was?

14 THE WITNESS: Yes, we do.

15 Q And are those time-limited subsidy  
16 contracts with LAHSA?

17 A Yes.

18 Q And do you know where the source of  
19 funding comes from for those time-limited subsidies,  
20 subsidy contracts with LAHSA?

21 MR. ROTSTEIN: Relevance.

22 THE COURT: Overruled.

23 THE WITNESS: I believe currently Measure H is  
24 soon to be converted to Measure A.

25 BY MS. MYERS:



1 Q Okay. In the past five years, has the  
2 People Concern had any time-limited subsidy contracts with  
3 LAHSA that were funded through the City of Los Angeles?

4 MR. SCOLNICK: Relevance.

5 THE COURT: Overruled.

6 THE WITNESS: We may have. I can't say for  
7 certain.

8 BY MS. MYERS:

9 Q Okay. You said that the People Concern  
10 operates Inside Safe facilities; correct?

11 A Yes.

12 Q Do you know if those contracts have a  
13 time-limited subsidy component attached to the Inside Safe  
14 contract?

15 A Yes, they do.

16 Q Okay.

17 A So for those, yes, TLS, I thought you were  
18 asking separate from Inside Safe.

19 Q Okay. And for the Inside Safe contracts  
20 that include a component of time-limited subsidies, would  
21 those contracts be funded by the City of Los Angeles?

22 A Yes.

23 Q And how long has the People Concern had  
24 those contracts?

25 A Since we've been operating Inside Safe,



1 which is just about two years, a little over two years.

2 Q Okay. So going back to 2023; is that  
3 correct?

4 A Correct.

5 Q Okay. And so for the time-limited subsidy  
6 component of those contracts, can you describe what the  
7 People Concern's obligations are with regard to the time-  
8 limited subsidy contract?

9 MR. SCOLNICK: Relevance calls for a legal  
10 opinion.

11 THE COURT: Overruled.

12 THE WITNESS: We have a few responsibilities.  
13 One is housing navigation, so to actually locate units for  
14 people to move into, to help the potential tenant fill out  
15 the applications and kind of navigate that, the unit  
16 inspection, as well as actually helping people move into  
17 the unit. So part of TLS is providing first and last and  
18 utilities if that is required for the unit, getting  
19 through the unit inspection, and then helping folks  
20 transition into the units.

21 BY MS. MYERS:

22 Q And then does the People Concern actually  
23 provide the rental subsidy payments to the landlords for  
24 each of the participants enrolled in TLS?

25 A Yes, for those.



1 MR. SCOLNICK: Relevance.

2 THE WITNESS: Sorry.

3 THE COURT: Overruled.

4 You can answer the question, sir.

5 THE WITNESS: Yes, for those units.

6 BY MS. MYERS:

7 Q Okay. And are you aware, for purposes of  
8 the Inside Safe Contract that includes the time-limited  
9 subsidy component, what the People Concern's obligation is  
10 in terms of people served under the TLS contract?

11 MR. SCOLNICK: Vague. Calls for a legal  
12 opinion.

13 THE COURT: Overruled.

14 You can answer the question, sir.

15 THE WITNESS: I am not sure I understand the  
16 question.

17 BY MS. MYERS:

18 Q Sure. That is fair. So for purposes of  
19 the Inside Safe Contract, how is the People Concern's  
20 obligation quantified for purposes of what your obligation  
21 is for the Inside Safe Contract?

22 MR. SCOLNICK: Vague. Calls for a legal  
23 opinion.

24 THE COURT: You understand the question, sir?

25 THE WITNESS: I think so. I am going to answer



1 it, and you will tell me if it is not correct.

2 So our obligation is quantified under the terms  
3 of the contract and in the scope of work in terms of what  
4 we are obligated to do.

5 BY MS. MYERS:

6 Q And so for the scope of required services  
7 for the contract for Inside Safe, is it that the People  
8 Concern will operate a certain number of hotel rooms  
9 within a given hotel? That is what I am asking. How is  
10 the scope of required services quantified? Is it by  
11 people or hotel rooms or length, or how is that  
12 quantified?

13 MR. SCOLNICK: Vague and relevant.

14 THE COURT: You understand the question?

15 THE WITNESS: I believe so.

16 THE COURT: Okay. You may answer.

17 THE WITNESS: By the number of contracted rooms  
18 and the number of people that are occupying those  
19 contracted rooms.

20 BY MS. MYERS:

21 Q Okay. Perfect. That is exactly what I  
22 was getting at. So for purposes of the time-limited  
23 subsidy portion of the Inside Safe Contract, how is the  
24 time-limited subsidy portion quantified?

25 MR. SCOLNICK: Relevance.



1 THE COURT: Overruled.

2 THE WITNESS: It is basically funded the same  
3 way. It is per slot, as it were. And a slot is a person  
4 tied to a room occupied by a person who is qualified, who  
5 then would be eligible for a time-limited subsidy.

6 BY MS. MYERS:

7 Q Okay. Does the time-limited subsidy  
8 allocation, do you provide that only for individuals?

9 A No. We have some couples. I do not  
10 believe in our -- our Inside Safe sites do not serve  
11 families, but we have had couples.

12 Q Okay. And so if a couple goes into a --  
13 receives a time-limited subsidy and goes into an apartment  
14 together, would that be one slot or two?

15 A It would be counted as two individuals.

16 Q Okay. For purposes -- that is what you  
17 would quantify as a slot; is that correct?

18 MR. SCOLNICK: Vague and relevance.

19 THE COURT: Overruled.

20 THE WITNESS: That is my understanding.

21 BY MS. MYERS:

22 Q Okay. And so if -- so when you say the  
23 number of people that are served for purposes of a time-  
24 limited subsidy contract, then it does not matter how many  
25 apartments are rented then with those subsidies. It





1 matters how many individuals are served?

2 MR. SCOLNICK: Vague and misstates the  
3 testimony.

4 THE COURT: Do you understand the question to  
5 make certain?

6 THE WITNESS: I think I do.

7 THE COURT: Okay. You may answer.

8 Overruled.

9 THE WITNESS: It is both. It is both the unit,  
10 the apartment unit that is rented, and the number of  
11 people living in that unit.

12 BY MS. MYERS:

13 Q Okay. Okay. So for purposes of the  
14 requirement for the contract, those two numbers may be  
15 different; correct?

16 A They might be, yes.

17 Q Okay. And does the contract set a  
18 requirement for each of those, or does it set a  
19 requirement for one of those, as in rental subsidies paid  
20 out to an apartment or people served with rental  
21 subsidies?

22 MR. SCOLNICK: Calls for legal opinion and  
23 compound.

24 THE COURT: Can you answer the question, sir?

25 THE WITNESS: I believe that the contract is



1 structured that it is the number of people served under  
2 the contract.

3 BY MS. MYERS:

4 Q Okay. Thank you. Does the People Concern  
5 run any -- well, let me back up.

6 Are you familiar with the term tiny home  
7 village?

8 A Yes, I am.

9 Q What is your understanding of a tiny home  
10 village here in Los Angeles?

11 A They are individual units, sheds. They  
12 look a lot like small, TuffSheds is how I would describe  
13 them on land where there is usually centralized either  
14 dining facilities, restroom, shower facilities, but  
15 everyone has an individual sleeping area with shared  
16 common space.

17 Q And has the People Concern ever operated a  
18 tiny home village?

19 A No, we haven't.

20 Q Okay. Is there a reason why the People  
21 Concern has not operated a tiny home village?

22 MR. SCOLNICK: Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: No.

25 THE COURT: You can answer the question.



1 THE WITNESS: Because we operate, we have  
2 existing interim facilities and just have chosen not to.

3 BY MS. MYERS:

4 Q Okay. You talked about a little bit in  
5 terms of the plaintiff's questions related to the cost of  
6 permanent supportive housing development. You spoke a  
7 little bit about private equity development. And you  
8 testified that private equity can oftentimes build housing  
9 cheaper than government funded development; correct?

10 A Yes.

11 Q And one of the reasons that you indicated  
12 it is more expensive to build government funded housing --  
13 let me withdraw that question.

14 One of the reasons that you indicated it  
15 is cheaper for private equity to build housing is that  
16 there's a single source of capital; correct?

17 A Yes.

18 Q And one of the largest cost drivers of  
19 government funded projects is carrying costs related to  
20 the development time that it takes to build a project;  
21 correct?

22 MR. SCOLNICK: Objection. Relevance.  
23 Foundation.

24 THE COURT: Overruled.

25 THE WITNESS: Yes.



1 BY MS. MYERS:

2 Q And does that come in part because  
3 government funded contracts often require tying together  
4 different funding streams?

5 MR. SCOLNICK: Objection. Relevance.  
6 Foundation. And calls for speculation.

7 THE COURT: Overruled.

8 THE WITNESS: Yes.

9 BY MS. MYERS:

10 Q And one of the other drivers of the cost  
11 of government funded developments is the requirement under  
12 most government funded contracts to use prevailing wages  
13 for purposes of construction; correct?

14 MR. SCOLNICK: Relevance. Vague. Lacks  
15 foundation.

16 THE COURT: Overruled.

17 You can answer the question.

18 THE WITNESS: Yes.

19 BY MS. MYERS:

20 Q And that's not a requirement when it's  
21 private equity; correct?

22 A Well, it depends. If the rental subsidies  
23 are involved, then there usually is a prevailing wage  
24 requirement.

25 Q So it depends on the rental subsidy



1 source, but not on the capital side, not on the front end?

2 A Yes.

3 Q Okay. And so, if an entity like the City  
4 of Los Angeles decides that it's a public good to pay  
5 higher prevailing wages, that means that when the City of  
6 Los Angeles invests in permanent housing development, it  
7 will necessarily cost more; correct?

8 A Yes.

9 Q And those two things, carrying costs  
10 related to the stringing together of funding sources and  
11 prevailing wage costs, increased prevailing wage costs,  
12 are two of the largest drivers of government funded  
13 projects costing more than private equity; correct?

14 A Yes.

15 Q Are you familiar with Proposition HHH?

16 A Yes.

17 Q Has the People Concern built projects with  
18 Proposition HHH?

19 A We've been involved in projects. We've  
20 been involved in development projects using HHH money,  
21 yes.

22 Q Does Proposition HHH set a limit on the  
23 amount of City funds from Proposition HHH that can go to  
24 each housing unit?

25 MR. SCOLNICK: Relevance and calls for a legal



1 opinion.

2 THE COURT: Overruled.

3 THE WITNESS: I believe it does.

4 BY MS. MYERS:

5 Q Do you know, as you sit here, do you know  
6 what that limit is?

7 A I believe it's about \$100,000. Maybe it's  
8 higher than that, about \$100,000 a unit.

9 Q And so for each unit that costs more than  
10 \$100,000, isn't it the case that the developer needs to  
11 then go out and find the additional funds to support the  
12 cost of the development of that unit?

13 MR. SCOLNICK: Objection. Calls for  
14 speculation.

15 THE COURT: Overruled.

16 THE WITNESS: Yes.

17 BY MS. MYERS:

18 Q And so by leveraging funds from  
19 Proposition HHH City funding into the additional funding,  
20 Proposition HHH has actually resulted in a significant  
21 amount of additional funding coming to the City of Los  
22 Angeles for the construction of permanent supportive  
23 housing; correct?

24 MR. SCOLNICK: Lacks foundation, vague.

25 THE COURT: Overruled.



1 Can you answer the question, sir?

2 THE WITNESS: Yes.

3 BY MS. MYERS:

4 Q One of the things that you testified to  
5 about the way that the City of Los Angeles could use best  
6 efforts to scale up housing in the next six months, the  
7 increase of 1,000 beds, would be to look holistically at  
8 the system and balance the number of interim housing beds  
9 with the number of permanent supportive housing beds;  
10 correct?

11 A Yes.

12 Q And you used the term throughput; correct?

13 THE COURT: I'm sorry. You used the term?

14 MS. MYERS: Throughput.

15 THE COURT: Throughput. All right. Thank you.

16 THE WITNESS: Yes, I did.

17 BY MS. MYERS:

18 Q Can you describe what the term throughput  
19 means?

20 A People moving through the system. In  
21 other words, if someone is moving from the streets into  
22 interim housing, then eventually they're moving into  
23 permanent housing. That's what I mean by throughput.

24 Q And moving into permanent housing is  
25 important because that's what ultimately ends homelessness



1 for that individual; correct?

2 MR. SCOLNICK: Objection. Relevance.

3 THE COURT: Overruled.

4 You can answer the question.

5 THE WITNESS: Yes.

6 BY MS. MYERS:

7 Q And so when you look at -- so you've been  
8 involved in the provision of services related to the  
9 homeless services delivery system over the past five  
10 years; correct?

11 A Yes.

12 Q And over the past five years, there has  
13 been a dramatic increase in the number of interim shelter  
14 beds here in the City of Los Angeles; correct?

15 A Yes.

16 Q And with regards to those interim housing  
17 beds, interim housing or shelter beds, are you aware of  
18 the rates of exits back into homelessness related to those  
19 interim shelter beds?

20 A They're pretty high.

21 Q And do you have a sense of whether the  
22 rate of falling back into homelessness for interim shelter  
23 beds, how that compares to the rate of falling back into  
24 homelessness for permanent supportive housing units?

25 MR. SCOLNICK: Objection. Relevance. Lacks





1 foundation. And vague.

2 THE COURT: Overruled.

3 THE WITNESS: I believe, based on the data that  
4 I've seen, that more people leave temporary housing to go  
5 back to the streets than in permanent housing. It's not  
6 that people in permanent housing don't lose their housing,  
7 but it's a much, much smaller percentage.

8 BY MS. MYERS:

9 Q And one of the things that you spoke about  
10 in terms of the homeless services delivery system and  
11 understanding a comprehensive system is that sometimes  
12 people fall out of affordable housing into homelessness;  
13 correct?

14 A Yes.

15 Q And part of what your understanding is of  
16 a comprehensive system to address homelessness would be  
17 homelessness prevention at the front end to prevent people  
18 from falling into homelessness; correct?

19 MR. SCOLNICK: Objection. Vague. Lacks  
20 foundation.

21 THE COURT: Overruled.

22 Can you answer that question?

23 THE WITNESS: Yes.

24 BY MS. MYERS:

25 Q If the City added 12,915 shelter beds



1 today, would that have a negative impact on the homeless  
2 services delivery system and the type of comprehensive  
3 strategy that you think would be necessary to address the  
4 homelessness crisis in Los Angeles?

5 THE COURT: If you added 12,915?

6 MS. MYERS: Yes, 12,915 shelter beds.

7 THE COURT: Shelter beds.

8 MR. SCOLNICK: Objection. Vague. Incomplete  
9 hypothetical. Lacks foundation.

10 THE COURT: Overruled.

11 Can you answer the question, sir?

12 THE WITNESS: If that's all that we added  
13 without adding, as I said repeatedly, an exit strategy to  
14 permanent housing, then yes, I think it would overwhelm  
15 the system. Because first of all, I don't know how we  
16 would create that many beds. Second of all, I don't know  
17 how we would provide the services to that many people.  
18 And I don't see how there would be any kind of reasonable  
19 throughput lacking a permanent exit strategy.

20 MS. MYERS: Thank you. No further questions,  
21 Your Honor.

22 THE COURT: On behalf of Gibson, Dunn?

23 CROSS-EXAMINATION

24 BY MR. SCOLNICK:

25 Q Kahn Scolnik on behalf of the City. Good



1 afternoon, Mr. -- or good morning, I suppose, Mr. Maceri.

2 You talked a bit about the Inside Safe  
3 program; correct?

4 A Yes.

5 Q And you would agree that lots of people  
6 have been brought inside under the Inside Safe program;  
7 correct?

8 A Yes.

9 Q And in your words, that's a good thing.

10 A Yes, it is.

11 Q Of course, Inside Safe is not the only  
12 interim housing program for people experiencing  
13 homelessness in Los Angeles; correct?

14 A Correct.

15 Q I believe counsel just also asked you  
16 about tiny home villages. You're familiar with those?

17 A Yes.

18 Q And you also testified about the Alvarez  
19 and Marsal assessment that was done in connection with  
20 this case; correct?

21 A Yes.

22 MR. SCOLNICK: Can we bring up Exhibit 23,  
23 please, which is the Alvarez and Marsal assessment, page  
24 119?

25 THE COURT: And does he have a hard copy?



1 MR. SCOLNICK: I don't know that he does. I'm  
2 happy to get one for him, Your Honor.

3 THE COURT: Would somebody hand him a hard copy  
4 as well. Sir, we'll also bring that up on the screen, but  
5 I want you to have a hard copy.

6 Thank you. You can just approach the witness.

7 MR. SCOLNICK: Thank you, Your Honor.  
8 Appreciate it.

9 BY MR. SCOLNICK:

10 Q And when you get that, Mr. Maceri, I'm  
11 looking at page 119.

12 A Okay. Thank you.

13 Q And the numbering is up top right corner.

14 A Okay. All right.

15 Q Can you see on page 119 that Alvarez and  
16 Marsal purported to demonstrate outcomes for a variety of  
17 different interim housing solutions?

18 A Yes, I can see that.

19 Q And the rows in the middle show two tiny  
20 home villages. If we can highlight those. Do you see  
21 that?

22 A Yes.

23 Q And then the bottom three rows are three  
24 Inside Safe projects?

25 A Yes.



1 Q And then the column on exit data,  
2 permanent housing, do you see that?

3 A Yes.

4 Q And do you see that for tiny home  
5 villages, Alvarez and Marsal purported to find that  
6 somewhere between 16 and 25.5 percent of individuals exit  
7 to permanent housing; right?

8 A Yes.

9 Q And somewhere between 50 percent and 62  
10 percent exit to homelessness?

11 A Yes.

12 Q And let's look now at Inside Safe at the  
13 bottom and compare that. For Inside Safe, A&M purported  
14 to find somewhere between 21.5 and 50 percent of  
15 individuals exiting to permanent housing; is that right?

16 A Yes.

17 Q And between 6.4 percent and 42 percent  
18 exit to homelessness?

19 A Yes.

20 Q And I believe that's it with this  
21 document. And you testified you're not a lawyer; correct?

22 A Correct.

23 Q And you're not a legal expert; right?

24 A Correct.

25 Q You didn't negotiate the Alliance



1 settlement agreement?

2 A No, I did not.

3 Q And you didn't negotiate the roadmap  
4 agreement between the city and the county of L.A.;  
5 correct?

6 A Correct.

7 Q You testified earlier about a number of  
8 things that in your view could be done to improve the  
9 homeless response system; correct?

10 A Yes.

11 Q But none of those things are required  
12 under the Alliance settlement agreement; correct?

13 A I don't believe so.

14 Q And none of those things are required  
15 under the roadmap agreement?

16 A I don't believe so.

17 Q You would agree, of course, homelessness  
18 is a complex problem?

19 A Yes, absolutely.

20 Q And solving it in Los Angeles is going to  
21 involve the City, of course; right?

22 A Yes.

23 Q The county?

24 A Yes.

25 Q LAHSA?



1 A Yes.

2 Q LAPD?

3 A Yes.

4 Q Department of Sanitation?

5 A Yes.

6 Q The Housing Department?

7 A Yes.

8 Q Department of Transportation?

9 A Yes.

10 Q Non-profits?

11 A Yes.

12 Q Other service providers?

13 A Yes.

14 Q The state government?

15 A Yes.

16 Q And the federal government?

17 A Yes.

18 Q You also testified about a number of sites  
19 that you had, I believe, Inside Safe sites that were still  
20 in development; is that correct?

21 A No, I did not say that. I said that we  
22 have on the Alliance settlement, there are 10 sites,  
23 permanent housing sites that are in development. We don't  
24 have any other. We operate two Inside Safe.

25 Q My mistake. So you do have 10 permanent



1 sites in development that are affiliated with the Alliance  
2 agreement; correct?

3 A Correct.

4 Q Do you have every intention of completing  
5 those sites?

6 A Yes.

7 Q And do you understand the City has created  
8 over 5,000 beds that qualifies permanent housing in  
9 connection with the Alliance agreement?

10 MS. MITCHELL: Objection. Calls for  
11 speculation. Lacks foundation.

12 THE COURT: Overruled.

13 THE WITNESS: I honestly don't know what the  
14 total bed count is.

15 MR. SCOLNICK: Okay. That's my last question,  
16 Your Honor. Thank you.

17 THE COURT: Thank you. And then redirect?

18 MS. MITCHELL: We have no further questions.

19 THE COURT: All of you check your notes, just in  
20 case. Ms. Myers, do you have any questions?

21 MS. MYERS: No, Your Honor. Thank you.

22 THE COURT: City, want to consult, make certain.

23 Sir, thank you very much for your attendance.

24 Thank you. Watch your step down.

25 Counsel, who is your next witness?





1 MS. MITCHELL: Your Honor, we had an agreement  
2 not to call additional witnesses while Mr. McRae was gone,  
3 so if we can take a break until he gets back, I would  
4 appreciate that.

5 THE COURT: Absolutely. Who will be your next  
6 witness, though?

7 MS. MITCHELL: We would like to put Ms. Frost  
8 back on the stand.

9 THE COURT: All right. Now, have you had  
10 enough? Well, sorry. I'll talk to counsel when he comes  
11 back.

12 MR. SCOLNICK: Thank you, Your Honor.

13 MS. MITCHELL: And, Your Honor, for the Court's  
14 edification, I think the only remaining witness is Ms.  
15 Martinez, Special Master Martinez.

16 THE COURT: I'd like to get her on the stand as  
17 quickly as possible. She's been sitting here and coming  
18 back from the flu.

19 We also have the Apex Doctrine, though, to  
20 discuss, and I think I'll give you 10 minutes of argument  
21 on both sides. I'm aware of the briefing, but that's more  
22 than sufficient.

23 All right. I've got another matter then at  
24 12:00 noon, and for the record, my staff is going to  
25 lunch, but I need you to keep CourtSmart on.



1 And, Counsel, go have a nice lunch. If  
2 you'd come back at 1:00 o'clock. We have other matters  
3 though.

4 MR. SCOLNICK: Thank you, Your Honor.

5 (A recess was taken off the record.)

6 THE COURT: Then I believe we were going to  
7 resume with Ms. Frost; is that correct? Mrs. Frost?

8 MS. MYERS: Yes, Your Honor.

9 THE COURT: All right. If you would take the  
10 stand then. And once again, would you reintroduce  
11 yourself to the record, but would you also state your  
12 maiden name before the change, so everybody knows that  
13 you're involved with the A&M audit.

14 THE WITNESS: Laura Collier, maiden name Collier  
15 is spelled C-O-L-L-I-E-R, and married name Frost,  
16 F-R-O-S-T.

17 THE COURT: Thank you.

18 MS. MYERS: Just a moment to set up the tech,  
19 Your Honor.

20 THE COURT: Oh, no, that's fine.

21 MS. MYERS: Thank you. Thank you so much.

22 There we go. All right.

23 Whereupon,

24 LAURA FROST

25 was called as a witness, and having been previously sworn,



1 was examined and testified as follows:

2 DIRECT EXAMINATION

3 BY MS. MYERS:

4 Q Shayla Myers. Okay. perfect. Shayla  
5 Myers with the Legal Aid Foundation of Los Angeles on  
6 behalf of the intervenors. Good afternoon, Ms. Frost.  
7 Thanks for your patience in coming back this afternoon.  
8 You have been present at a number of the hearings for this  
9 case; correct?

10 A Correct.

11 Q And you've been here throughout the  
12 evidentiary hearing; correct?

13 A Correct.

14 Q And you were also here at a hearing that  
15 the Court conducted on March 27th, 2025; correct?

16 A Correct.

17 Q And the purpose of that hearing was, in  
18 part, for A&M to present the draft assessment to the Court  
19 and the parties; correct?

20 A Correct.

21 MR. MCRAE: Relevance foundation.

22 THE COURT: Overruled.

23 THE WITNESS: Correct.

24 BY MS. MYERS:

25 Q And in the course of that hearing, you



1 were open to receiving questions from the parties related  
2 to the draft; correct?

3 MR. MCRAE: Relevance, lack of foundation.

4 THE COURT: Overruled.

5 THE WITNESS: Correct.

6 BY MS. MYERS:

7 Q And, in fact, during the hearing, the  
8 parties asked you a number of questions about the  
9 assessment; correct?

10 MR. MCRAE: Same objections, lack of foundation,  
11 relevance.

12 THE COURT: Overruled.

13 THE WITNESS: I believe they were, yes.

14 BY MS. MYERS:

15 Q And during the hearing, intervenors  
16 highlighted parts of the assessment from A&M that related  
17 to A&M's inability to verify the beds that the City of Los  
18 Angeles had reported that it had created as part of the LA  
19 Alliance settlement agreement; correct?

20 MR. MCRAE: Objection. Lack of foundation.  
21 Calls for speculation.

22 THE COURT: Overruled.

23 MR. MCRAE: It's vague and also calls for a  
24 legal conclusion and relevance.

25 THE COURT: Overruled.



1 THE WITNESS: Correct.

2 BY MS. MYERS:

3 Q And at that hearing, all of the parties  
4 were present; correct?

5 MR. MCRAE: Objection. Lack of foundation and  
6 relevance.

7 THE COURT: Overruled.

8 THE WITNESS: Correct.

9 BY MS. MYERS:

10 Q At the March 27, 2025 hearing, this Court  
11 did not finalize the A&M assessment, did it?

12 MR. MCRAE: Relevance, foundation.

13 THE COURT: Overruled.

14 THE WITNESS: No, it did not.

15 BY MS. MYERS:

16 Q And part of the reason that the report was  
17 not finalized was because the Court asked A&M to meet with  
18 the parties related to the draft assessment; correct?

19 MR. MCRAE: Relevance.

20 THE COURT: Overruled.

21 THE WITNESS: Correct, yes.

22 BY MS. MYERS:

23 Q And you participated in a number of those  
24 meetings; correct?

25 MR. MCRAE: Relevance.



1 THE COURT: Overruled.

2 THE WITNESS: Correct.

3 BY MS. MYERS:

4 Q And in the course of those meetings, did  
5 you have an understanding that the Court placed any  
6 limitations on the subject matter of those meetings?

7 MR. MCRAE: Objection. Lack of foundation.  
8 Calls for a legal conclusion. Vague. 403.

9 THE COURT: Overruled.

10 You can answer the question, please.

11 THE WITNESS: There is no limitations that I'm  
12 aware of.

13 BY MS. MYERS:

14 Q And in the course of those meetings --  
15 well, let me back up.

16 A&M conducted a number of meetings with  
17 the parties; correct?

18 MR. MCRAE: Objection. Vague. Relevance.

19 THE COURT: Overruled.

20 THE WITNESS: Correct. Yes.

21 BY MS. MYERS:

22 Q And did A&M place any limitations on the  
23 subject matter that they were open to discussing with the  
24 parties related to the assessment?

25 MR. MCRAE: Relevance.



1 THE COURT: Overruled.

2 THE WITNESS: No, we did not.

3 BY MS. MYERS:

4 Q And did A&M meet with representatives from  
5 the City of Los Angeles?

6 MR. MCRAE: Relevance.

7 THE COURT: Overruled.

8 THE WITNESS: We did, yes.

9 BY MS. MYERS:

10 Q And can you tell us who A&M met with?

11 MR. MCRAE: Your Honor, can I have a standing  
12 objection to not making objections outside of an  
13 evidentiary hearing where they wouldn't have to be  
14 presented is not relevant and 403?

15 THE COURT: You have a standing objection,  
16 Counsel.

17 THE CLERK: Yeah, I'm happy to list from the  
18 City. Ms. Myers?

19 MS. MYERS: Yes. Thank you.

20 THE WITNESS: The Assistant CAO, City Attorneys,  
21 Special Master Martinez, council members. Apologies, I  
22 don't believe the council members, it may have been their  
23 staff were present, I believe that's all I can recall at  
24 the top of my head right now. Oh, I apologize,  
25 representative from the Mayor's Office, Dr., I can't



1 recall.

2 BY MS. MYERS:

3 Q Dr. Agonafer?

4 A Yes, thank you. Yes.

5 Q And within those meetings with the City,  
6 did A&M place any limitations on the topics that could be  
7 discussed?

8 MR. MCRAE: Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: No, we did not.

11 BY MS. MYERS:

12 Q Was A&M receiving, was open to receiving  
13 additional data from the parties related to the  
14 assessment?

15 MR. MCRAE: Relevance and vague.

16 THE COURT: Overruled.

17 THE WITNESS: Absolutely, yes.

18 BY MS. MYERS:

19 Q And in fact, A&M did receive some data  
20 from at least one of the parties; correct?

21 MR. MCRAE: Vague. Relevance.

22 THE COURT: Overruled.

23 THE WITNESS: Correct, yes.

24 BY MS. MYERS:

25 Q So as part of the meetings after March





1 27th and before the A&M draft was finalized, did the CAO's  
2 office offer to provide you data sufficient to verify the  
3 number of beds that were created under the settlement  
4 agreement?

5 MR. MCRAE: Objection. Vague. Lack of  
6 foundation. Relevance. Assumes that there was a duty.  
7 403.

8 THE COURT: Which agreement are you referring  
9 to?

10 MS. MYERS: The settlement agreement, Your  
11 Honor, and I would just point out, counsel has a standing  
12 objection. There's two settlement agreements. When I say  
13 the settlement agreement, I'm referring to the LA Alliance  
14 settlement agreement as opposed to the roadmap agreement,  
15 just for the witnesses' sake.

16 THE COURT: Overruled.

17 You can ask that question.

18 BY MS. MYERS:

19 Q Okay. So as part of the meeting and  
20 review of the draft after the March 27th hearing, did the  
21 CAO's office and the representative that you met with, did  
22 they offer you data sufficient to verify the number of  
23 beds that were created pursuant to the LA Alliance  
24 settlement agreement?

25 MR. MCRAE: Objection. Vague as to time. Lack



1 of foundation. Relevance. 403.

2 THE COURT: Overruled.

3 THE WITNESS: No, they did not.

4 BY MS. MYERS:

5 Q And in fact, as part of the meetings with  
6 the CAO's office after the March 27th hearing and before  
7 the approval of the final draft, did the CAO's office  
8 offer you any data related to the creation of beds under  
9 the LA Alliance settlement agreement?

10 MR. MCRAE: Objection. Vague as to "any data."  
11 403. Lack of foundation. And relevance.

12 THE COURT: Overruled.

13 Can you answer the question, please?

14 THE WITNESS: No, they did not.

15 BY MS. MYERS:

16 Q As part of the hearing on March 27th,  
17 2025, a number of parties raised issues that had been part  
18 of the assessment related to time-limited subsidies;  
19 correct?

20 MR. MCRAE: Objection. Vague. Lack of  
21 foundation. Relevance.

22 THE COURT: Overruled.

23 Do you understand that question?

24 MS. MYERS: I can ask it again, Your Honor.

25 BY MS. MYERS:



1 Q As part of the hearing on March 27th, did  
2 the parties raise issues about the parts of the assessment  
3 that spoke directly to time-limited subsidies?

4 MR. MCRAE: Objection. Calls for a legal  
5 conclusion. Lack of foundation. Vague. Relevance. 403.

6 THE COURT: Overruled.

7 THE WITNESS: I cannot recall off the top of my  
8 head if time-limited subsidies were explicitly discussed.

9 BY MS. MYERS:

10 Q As part of the meetings with the CAO's  
11 office following the March 27th hearing, did the CAO's  
12 office provide A&M with any data related to the roadmap  
13 agreement?

14 MR. MCRAE: Objection. Relevance. Lack of  
15 foundation. Calls for speculation. 403.

16 THE COURT: Overruled.

17 You can answer the question.

18 THE WITNESS: No, they did not.

19 BY MS. MYERS:

20 Q And as part of the meeting and review of  
21 the draft after the March 27th hearing, did the CAO's  
22 office offer you or offer to provide you with data  
23 sufficient to verify the number of beds created under the  
24 roadmap agreement?

25 MR. MCRAE: Objection. Relevance. Vague as to



1 time. Lack of foundation. Calls for a legal conclusion.  
2 403.

3 THE COURT: Overruled.

4 THE WITNESS: No, they did not.

5 BY MS. MYERS:

6 Q And one of the conclusions that appears in  
7 the draft that was submitted to the Court and about which  
8 there was a hearing on March 27th was that there was  
9 insufficient data for A&M to verify the existence of the  
10 time-limited subsidies that the City of Los Angeles had  
11 reported in the roadmap agreement; correct?

12 MR. MCRAE: Objection. Vague. Also relevance  
13 as to a draft. Lack of foundation. 403.

14 THE COURT: Overruled.

15 You can answer the question?

16 You may ask.

17 MS. MYERS: Thank you, Your Honor.

18 THE WITNESS: Correct.

19 BY MS. MYERS:

20 Q And when A&M submitted the draft to the  
21 Court that was put forward on the Court's docket and  
22 publicly available, did A&M understand that it may be  
23 subject to questions from the parties about some of your  
24 findings?

25 MR. MCRAE: Objection. Relevance. Lack of



1 foundation.

2 THE COURT: Overruled.

3 THE WITNESS: Yes, it was very important for us  
4 that if there were any factual misrepresentations in the  
5 report, they were corrected. So we wanted to give all  
6 parties opportunity to provide any additional feedback  
7 before finalizing.

8 BY MS. MYERS:

9 Q And that would include, for example, data  
10 sufficient to verify the number of beds that were created  
11 under the LA Alliance settlement agreement; correct?

12 MR. MCRAE: Objection. Leading. Calls for  
13 speculation. Lack of foundation. Vague.

14 THE COURT: Overruled.

15 You may answer.

16 THE WITNESS: Correct. Yes.

17 BY MS. MYERS:

18 Q And so following the hearing on March 27,  
19 2025, A&M submitted a final assessment; correct?

20 A Correct.

21 Q And that final assessment was finalized  
22 after A&M had meetings with all of the parties; correct?

23 A Correct.

24 Q And I'm going to turn your attention to --  
25 Did A&M make any substantive changes to any of the factual



1 findings in the final report?

2 MR. MCRAE: Objection. Argument. Lack of  
3 foundation. Calls for a legal conclusion. It's vague as  
4 to substantive.

5 THE COURT: Overruled.

6 THE WITNESS: No, we did not.

7 BY MS. MYERS:

8 Q So I'm going to show you what's been  
9 marked as Exhibit 23. I'm going to specifically point you  
10 to page 4 of 160, where it says key findings, financial  
11 and performance overview of city programs. This section of  
12 the report is part of the executive summary; correct?

13 A Correct.

14 Q So I'm going to point you to one of the  
15 first key findings, which is the first paragraph. Poor  
16 data quality and integration. And the second sentence  
17 states, one of the primary obstacles was the inability to  
18 verify the number of beds the City reported on the roadmap  
19 and Alliance programs; correct?

20 MR. MCRAE: Your Honor, this is cumulative.  
21 We've had maybe three days of testimony combined from Ms.  
22 Frost and Ms. Rafferty. At some point, this needs to end.  
23 I mean, this has been covered. And we're now just reading  
24 from this assessment the same things that have been put  
25 into the record before. And I think this exceeds the



1 scope, if we're going to do that, with respect to the  
2 redirect as well.

3 MS. MYERS: Your Honor, if I may, this is  
4 directly in response to Mr. Szabo's testimony and  
5 Mr. McCrae's questions, specifically related to the  
6 changes that were made. There were some representations  
7 that substantive changes were made. I want to make sure  
8 that Ms. Frost has an opportunity to explain this specific  
9 provision, because it's a critical part of the provision,  
10 and she hasn't had a chance to explain it relative to the  
11 draft.

12 MR. MCRAE: Your Honor, three things. One,  
13 that's a mischaracterization of the record. Second,  
14 that's an admission that it exceeds the scope of the  
15 apology, essentially, that was read into the record with  
16 respect to the assessment by Ms. Frost.

17 And third, Ms. Frost is not, even by her own  
18 lawyer, being offered to go beyond what was stated on that  
19 examination. This is beyond the scope of the initial  
20 redirect examination.

21 MS. MITCHELL: I'm going to object to the  
22 characterization of Ms. Frost's statement as an apology,  
23 and also correct the record that I, Ms. Mitchell, am not,  
24 in fact, Ms. Frost's lawyer.

25 THE COURT: All right, Counsel. Both of you,



1 thank you very much. Overruled.

2 MS. MYERS: Thank you, Your Honor.

3 BY MS. MYERS:

4 Q So one of the additions to the final  
5 assessment was that statement; correct?

6 MR. MCRAE: Objection. Vague. Irrelevance.  
7 And cumulative.

8 THE COURT: You're going to have to re-ask,  
9 Counsel.

10 BY MS. MYERS:

11 Q Okay. So the statement that I previously  
12 read, that one of the primary obstacles was the inability  
13 to verify the number of beds the City reported under the  
14 roadmap and Alliance programs. That specific sentence in  
15 that location, in the final draft, was an addition to the  
16 final draft; correct?

17 MR. MCRAE: Objection. Unintelligible. It's  
18 also cumulative and vague and relevance.

19 THE COURT: Overruled.

20 THE WITNESS: We had bed verification already  
21 part of this key finding in the draft report. We just  
22 wanted to provide clarity on this finding, as we received  
23 feedback that it wasn't very clear in the original draft.

24 BY MS. MYERS:

25 Q So the substance of the report did not





1 change with the addition of this statement; is that  
2 correct?

3 MR. MCRAE: It's argument, lack of foundation,  
4 vague, relevance. The documents say what they say.

5 THE COURT: Overruled.

6 THE WITNESS: Correct.

7 BY MS. MYERS:

8 Q And, in adding this sentence, was it your  
9 intention, as one of the authors of the report, to change  
10 the substance of the assessment?

11 MR. MCRAE: Objection. Relevance. Lack of  
12 foundation. Vague.

13 THE COURT: Overruled.

14 THE WITNESS: No, we just wanted to make sure  
15 our findings were clear.

16 MS. MYERS: Those are all my questions,  
17 Your Honor. Thank you.

18 Thank you, Ms. Frost.

19 THE WITNESS: Of course.

20 THE COURT: Counsel on behalf of Gibson, Dunn  
21 and the City?

22 MR. MCRAE: Can we have a few moments to set up?

23 THE COURT: Certainly.

24 And, Counsel, for either of you, if you decide  
25 not to use the lectern, I'm not too concerned. Especially



1 with flu season on us. So if you want to speak from,  
2 being seated, I'm not concerned.

3 CROSS-EXAMINATION

4 BY MR. MCRAE:

5 Q Good afternoon, Ms. Frost.

6 A Good afternoon.

7 MR. MCRAE: Let's start with the notes that you  
8 read from this morning. Did those notes -- may I inquire,  
9 Your Honor, I don't know if there was ever an exhibit  
10 number?

11 THE COURT: There wasn't. So let's have them  
12 marked. What number would Counsel like?

13 MR. MCRAE: Not my notes. I don't --

14 MS. MITCHELL: I think, let's start with the 400  
15 series, to be safe.

16 THE COURT: Just 400?

17 MS. MITCHELL: 400, Your Honor.

18 THE COURT: 400. Thank you.

19 (Exhibit 400 was admitted in Evidence.)

20 BY MR. MCRAE:

21 Q So talking about Exhibit 400, you have  
22 them in front of you?

23 A I do, yes.

24 Q And when I ask you this question, I don't  
25 mean physically who put what appears to be pen to paper,



1 but I'm asking who is the author of the notes that are  
2 Exhibit 400?

3 A Collaborative discussion amongst the A&M  
4 team.

5 Q Collaborative discussion. So in other  
6 words, is it the entire A&M team that you've identified,  
7 the 10 people, which would include yourself, who authored  
8 Exhibit 400?

9 A I received feedback from managing  
10 directors and senior directors. So not all 10 team  
11 members, but key leaders in my team.

12 Q Now, the 10 people that you're talking  
13 about, and let me parse a distinction here, managing  
14 directors, senior directors, were all of those people who  
15 you've given that title to or have that title, are you  
16 saying that all of those people were amongst the 10-member  
17 team that created the report?

18 A They were part of the team that  
19 contributed to this assessment. In relation to the notes,  
20 a few select of those team members, like the leadership.

21 Q So a subset of the 10 contributed to the  
22 creation of the notes?

23 A Correct.

24 Q And of the subset of 10 people that  
25 contributed to the notes, not all of those people were



1 present in the courtroom during the testimony of the  
2 evidentiary hearing; correct?

3 A They were not present at the evidentiary  
4 hearing.

5 Q And that was my question. And my next  
6 question is, as far as the collaborative effort that these  
7 notes, Exhibit 400, constitute, there's no breakout in  
8 terms of attribution of who amongst the sub-team of 10  
9 contributed what; is that fair?

10 A Correct.

11 Q Okay. There's not a record that you have  
12 with you now, at least, that identifies of the people that  
13 made their respective contributions to Exhibit 400, what,  
14 if any, information they did or didn't look at in the  
15 transcripts of the evidentiary hearing; right?

16 A Apologies.

17 Q Sure. So what I'm asking you is, of the  
18 people who are the sub-team that contributed to the  
19 creation of Exhibit 400, there is no document that  
20 identifies how much of the evidentiary record, if any, in  
21 the form of the transcripts that they read; correct?

22 A Correct.

23 Q Okay. So let's talk about some of these  
24 notes. Can we have them up on the screen? And so looking  
25 at this first -- the second paragraph, the second



1 paragraph says in pertinent part, and I'm looking at the  
2 third line, it says, reimbursements ultimately issued by  
3 the City, that's a period, the city controller  
4 acknowledged this shortfall, claiming City is cutting  
5 blank checks. Do you see that?

6 A I do, yes.

7 Q Now, to contextualize all of this, all of  
8 the points that you've been talking about with respect to  
9 these notes pertain to work that A&M did in connection  
10 with the assessment where the look-back period ended in  
11 2024; correct?

12 A June 30th, 2024.

13 Q Okay. June 30th, 2024. And so, A&M does  
14 not have a document where it purports to say whether or  
15 not, to the extent that there were any alleged blank  
16 checks being written, that that's happening now; correct?

17 A Our look-back period was specific to June  
18 1st, 2020, through June 30th, 2024. Because of the nature  
19 of some cash requests, they may have been submitted by  
20 LAHSA after June 30th, 2024, pertaining to those  
21 expenditures.

22 Q You said may have, and I want to put a  
23 real fine point on my question. I'm asking you, A&M has  
24 no document where it's saying that blank checks are being  
25 written now, as we sit here today; correct?



1           A       This was in relation for context to the  
2 cash requests, so to your question, if the cash request  
3 process has changed today, from what I understand the  
4 testimony, nothing in relation to the process the City has  
5 represented to us has changed; right?

6           Q       You don't know that for a fact.

7           A       That was Mr. Szabo's testimony.

8           MS. MITCHELL: Objection, Your Honor. The  
9 witness needs to be able to answer the question. I don't  
10 believe she was finished.

11          THE COURT: Finish your answer, please.

12          THE WITNESS: My understanding, and I could be  
13 misunderstanding Mr. Szabo's testimony, I understood him  
14 to be explaining that nothing from our report and our  
15 findings were taken into consideration to be changed. So  
16 I am not under any knowledge currently that if the City  
17 has taken corrective action.

18          BY MR. MCRAE:

19          Q       So you were actually here in court when  
20 Mr. Szabo was testifying; right?

21          A       I was, yes.

22          Q       Do you recall a single question where  
23 Mr. Szabo was asked, sir, are all the systems and  
24 operations in effect during the look-back period operating  
25 in exactly the same manner now? Do you recall him ever



1 being asked that question?

2 MS. MITCHELL: Objection. Argumentative.

3 MR. MCRAE: I'm asking if she recalls. She  
4 either does or she doesn't.

5 THE COURT: Overruled.

6 You can answer the question if you recall.

7 THE WITNESS: No, I do not recall him saying  
8 that.

9 BY MR. MCRAE:

10 Q And you don't recall in the entire time  
11 that you've been sitting in this courtroom watching  
12 exhibits being placed up on the screen, any statement by  
13 anybody working on behalf of the City of Los Angeles  
14 saying that the systems and operations that informed the  
15 conclusions and recommendations of A&M during the look-  
16 back period are operating exactly the same way right now;  
17 correct?

18 A I do not recall any representative  
19 explicitly saying that they have -- they're operating  
20 exactly the same, just not taking into consideration the  
21 findings for any corrective action.

22 Q In fact, on this issue about corrective  
23 action, let's square this up right now.

24 The City of Los Angeles has never agreed in any  
25 document that you've ever seen that it would commit to



1 doing any corrective action relative to any finding by  
2 A&M; correct?

3 MS. MITCHELL: Objection. Asked and answered.

4 THE COURT: Overruled.

5 You can answer the question.

6 THE WITNESS: Corrective action within relation  
7 to our estimate is not part of -- no.

8 BY MR. MCRAE:

9 Q All right. Let's talk about paragraph  
10 three on the first page. Now, this talks about how using  
11 words like "potentially" or "may," and it says here in our  
12 report does not indicate a lack of competency. Those  
13 terms are employed to highlight areas that warrant further  
14 review. Is that what it says?

15 A Yes.

16 Q Okay. And again, just to place this in  
17 the context, A&M did not conduct any further review beyond  
18 the look-back period that ended June 30th, 2024 relative  
19 to the assessment; correct?

20 A Apologies, Mr. McRae. Can you repeat your  
21 question?

22 Q A&M did not conduct any further review of  
23 the subjects of the assessment beyond the look-back period  
24 that ended June 30th, 2024; correct?

25 A I do not believe that's entirely accurate.





1 Q Let's put it this way. We don't have any  
2 document from A&M where it says that it is making any  
3 findings or recommendations beyond the look-back period of  
4 June 30th, 2024; correct?

5 MS. MITCHELL: Objection. Vague. Ambiguous.  
6 Lacks foundation.

7 THE COURT: Do you understand the question?

8 MS. MITCHELL: It also misstates the testimony.

9 THE COURT: Do you understand the question?

10 THE WITNESS: Apologies. I don't believe I  
11 understand your question, Mr. McRae.

12 BY MR. MCRAE:

13 Q So the look-back period, as you said, was  
14 2020 to June 30th, 2024; correct?

15 A Correct.

16 Q There is no document from A&M in this  
17 courtroom that says that A&M is making findings or  
18 observations that pertain to a period other than the look-  
19 back period; correct?

20 A I do not agree with that representation,  
21 no.

22 Q You certainly don't have any documents  
23 from A&M saying that it's making findings that are  
24 applicable in 2025.

25 A Throughout the report, there are



1 references to dates past June 30th, 2024, but it would be  
2 in reference to the look-back period, if that makes sense.

3 Q Correct. And the look-back period never  
4 changed; correct? It was always that three-year period or  
5 four-year period that you described; correct?

6 A Correct. So if we were doing work in  
7 2025, it would all -- yes, you're correct, it's in  
8 relation to the look-back period.

9 Q It's baked into the name. It's a look  
10 back, not a look forward; correct?

11 A Correct.

12 Q And let's talk about this language here,  
13 because it says that it may warrant further review or that  
14 it warrants further review, and then it goes on to say  
15 that not because we lack the ability to make a judgment,  
16 and then it says this approach ensures we neither  
17 overstate nor understate the evidence adhering to  
18 professional standards; right? That's what it says?

19 A Correct.

20 Q Now, you would agree with me that the  
21 other thing that this approach does not do is it does not  
22 quantify the risk that's described in your note here, does  
23 it?

24 A It does not quantify the risk.

25 Q And the other thing that it doesn't do is



1 it doesn't state that the risk, at least according to  
2 these notes that's being described here, has actually  
3 materialized into an occurrence.

4 MS. MITCHELL: Objection. Vague and ambiguous  
5 as to "risk." There is no risk referenced in the notes.

6 THE COURT: Do you understand the question?

7 THE WITNESS: Apologies, Mr. McRae. I do not  
8 understand your question.

9 BY MR. MCRAE:

10 Q Okay. Well, when it talks about  
11 "potential" or "may" -- All right? -- let's put it in  
12 those contexts. With respect to whatever is stated  
13 potentially or the may, there's no statement in these  
14 notes that what has been described as something that may  
15 happen or that potentially could happen, that that  
16 actually materialized into an occurrence; correct?

17 MS. MITCHELL: Objection. Vague. Ambiguous.  
18 Lacks foundation.

19 THE COURT: Do you understand the question?

20 THE WITNESS: I believe I understand the  
21 question, Your Honor.

22 THE COURT: Please answer.

23 Overruled.

24 THE WITNESS: It's -- to definitively say that  
25 it's never -- we don't have any evidence of it, I believe



1 is an incorrect representation of that. I believe we did  
2 see instances, but what we're saying is that it warrants  
3 further review.

4 BY MR. MCRAE:

5 Q Yeah, yeah. That wasn't my question. My  
6 question is that to the extent that these notes say  
7 they're referring to some instance of something  
8 potentially happening or may happen, we're not going to be  
9 able to go to the assessment and find for every instance  
10 where you say that a statement that, and indeed, this  
11 actually did happen or the frequency with which it  
12 happened.

13 MS. MITCHELL: Objection. Vague. Ambiguous.  
14 Lacks foundation. Calls for speculation. Unintelligible.

15 MR. MCRAE: Do you understand -- I'm sorry.

16 THE COURT: Overruled.

17 You can answer the question.

18 THE WITNESS: I believe there's numerous  
19 evidence within the report. I cannot -- I can't put an  
20 umbrella statement to what you're asking.

21 BY MR. MCRAE:

22 Q When you say there's evidence of it, I'm  
23 not asking that. I'm not asking for an interpretation.  
24 I'm asking when the report says that something may occur,  
25 you would agree with me that it is certainly not the case



1 in every instance that the report says, and not only may  
2 it occur, as in there's a possibility of it occurring, it  
3 has occurred in these instances this number of times.  
4 Concrete things like that. That doesn't appear in the  
5 assessment; right?

6 MS. MITCHELL: Objection. Compound and vague.  
7 Ambiguous. Lacks foundation. Calls for speculation.

8 THE COURT: If you understand the question, you  
9 can answer it. If not, counsel can re-ask it.

10 THE WITNESS: I believe there's numerous  
11 evidence throughout the report. So I would have -- if  
12 there's a specific statement that you are referring to, we  
13 can walk through that.

14 BY MR. MCRAE:

15 Q Well, let me put it this way. In the note  
16 that you and your sub-team created, you don't note any  
17 instances specifically here where any potential or may  
18 materialized in Exhibit 400; correct?

19 MS. MITCHELL: Same objection.

20 THE COURT: Overruled.

21 THE WITNESS: Correct. We don't do an excerpt  
22 of a certain sentence in relation to that.

23 BY MR. MCRAE:

24 Q Okay. So let's go on to the second page  
25 of your notes.



1 Now, you would agree that paragraph 3,  
2 page 3 of Exhibit 23, and if you need to have it in front  
3 of you, that's fine. I think you actually may have a  
4 copy, it's the assessment you created, says that it was  
5 not conducted in accordance with any applicable standard;  
6 right?

7 A That's what it says.

8 Q Let's look at the language together.  
9 Let's pull up Exhibit 3, 23, page 3, paragraph 3. The  
10 salient language right in front of us is that A&M and the  
11 Court agreed that A&M's work would not constitute a formal  
12 review or audit in accordance with any applicable  
13 accounting standards; right?

14 A That's what it says. Correct. We are not  
15 a CPA firm.

16 Q Okay. Well -- Hold on.

17 MS. MITCHELL: Objection. This is cumulative,  
18 Your Honor. The witness has testified to this very  
19 paragraph multiple times as well. Counsel has covered  
20 this multiple times as well.

21 MR. MCRAE: It's foundational to questions I'm  
22 about to ask.

23 BY MR. MCRAE:

24 Q Now, Ms. Frost, you testified earlier  
25 today, and I think the notes -- Let's go back to the notes



1 on the second page here. And the second paragraph, in  
2 salient part, says, starting with however, it does not  
3 mean that we did not follow similar professional  
4 standards. And then you say, our engagement was executed  
5 with the same principles of objectivity, due professional  
6 care, integrity, and documented evidence and transparency;  
7 right?

8 A That's what this says. Correct.

9 Q Now, the first thing is, these notes don't  
10 say that the assessment was conducted in accordance with  
11 those very same principles as defined by GAP; correct?  
12 That's not what these notes say; right? You agree with  
13 me?

14 A Apologies, what was your question? Can  
15 you kindly repeat your question?

16 Q You've got some words here, like  
17 objectivity, professional care, integrity. They're not  
18 defined. And my point is, you would agree with me that  
19 these notes don't say that whatever A&M thought it was  
20 doing, with respect to these words, that it is done in  
21 accordance with the same definitions of these terms as  
22 appears in GAP; right?

23 MS. MITCHELL: Objection. Vague. Ambiguous.  
24 Argumentative.

25 THE COURT: Overruled.



1 If you understand the question, you can answer.

2 THE WITNESS: Correct, GAP is not defined here.

3 BY MR. MCRAE:

4 Q And nor do these notes say that  
5 notwithstanding the use of these words, like integrity and  
6 objectivity and so forth, that the work that A&M did was  
7 done in accordance with how these terms are defined in  
8 GAAS, G-A-A-S; correct?

9 A I believe we did align with government  
10 auditing standards.

11 Q Well, that's not what GAAS is. GAAS would  
12 be the government auditing standards. I'm asking you  
13 about GAAS, number one. But let me go back to my  
14 question. There's not GAAS, the word GAAS, G-A-A-S,  
15 doesn't even appear in these notes; right?

16 A Correct, GAAS is not on this page.

17 Q Now, let me go to the next question. You  
18 brought it up, GAAS. Those are the accounting standards,  
19 the auditing standards applicable to governmental  
20 entities. Correct?

21 A Correct.

22 Q And these notes, notwithstanding the use  
23 of the terms professional care, integrity, et cetera, they  
24 don't purport to say that the assessment was conducted in  
25 accordance with those terms as they are defined in GAGAS;





1 correct?

2 A This page of notes does not explicitly  
3 state or define those words in relation to GAGAS.

4 Q So is that a yes and an answer to my  
5 question?

6 A I'm happy to clarify that we did adhere to  
7 professional standards in relation to government auditing  
8 standards.

9 Q Well, let's turn to that, actually. But  
10 let me just make sure I get an unequivocal answer to my  
11 question. The notes that you read in open Court that you  
12 and your team had time to prepare, GAGAS does not appear.  
13 No reference to GAGS in this document; correct?

14 A The acronym GAGAS is not on this page.

15 Q So let's get to the next one.

16 MS. MITCHELL: I'm sorry, Your Honor. I'm,  
17 again, going to object to counsel cutting off the witness.  
18 I'd ask that he not talk over her while she's answering.

19 THE COURT: Had you finished your answer?

20 THE WITNESS: I have, Your Honor.

21 THE COURT: I'm not sure if we picked that up,  
22 but I think we did, Counsel.

23 BY MR. MCRAE:

24 Q Yeah, let me go to the next question. No  
25 third party who's actually qualified to talk about GAGAS



1 and GAS and GAP and those standards has prepared any  
2 document saying that the A&M assessment comports with  
3 principles of objectivity, professional care, integrity,  
4 documented evidence, and transparency under any standard;  
5 right?

6 THE WITNESS: Apologies, I don't believe I  
7 understand your question. Can you please clarify?

8 Q So we understand from your testimony this  
9 morning that A&M talks about its thoughts about whether  
10 it's work complied with certain undefined standards. What  
11 I'm saying is no third party, meaning someone other than  
12 A&M, has been in this courtroom to say that the assessment  
13 by A&M was conducted in accordance with principles of  
14 objectivity, professional care, integrity, documented  
15 evidence, and transparency as defined by any of the  
16 applicable, by any standards that we've been discussing;  
17 correct?

18 A Correct.

19 Q Now, let's move down to the bottom portion  
20 of the same paragraph that we've been talking about here.  
21 You go on to say, or A&M goes on to say, I'm using the  
22 collective you for your subtitle, that we have been  
23 working with the City for almost one year, and our draft  
24 report was released three months ago, and not once did the  
25 City question our competency or dispute any finding until



1 this evidentiary hearing. That's what this says; right?

2 A Correct.

3 Q So you fully understand that going back to  
4 March of this year, when you were questioned about that by  
5 counsel for the Interveners and all the meetings that you  
6 talked about and everything else, none of those things  
7 were this evidentiary hearing; right?

8 A Correct.

9 Q And I certainly want to make sure I'm  
10 clear on this. You're not suggesting that the City had  
11 some duty to make objections to the assessment for  
12 purposes of the evidentiary hearing before there was an  
13 evidentiary hearing, are you?

14 MS. MITCHELL: Objection. Calls for a legal  
15 conclusion. It's also irrelevant, Your Honor.

16 MR. MCRAE: Oh, no, I just want to make sure  
17 that the witness isn't saying that.

18 THE COURT: You can answer the question.

19 THE WITNESS: Apologies, Mr. McRae. Can you  
20 repeat your question?

21 BY MR. MCRAE:

22 Q You're not suggesting that the City had  
23 some obligation to make objections about the use of this  
24 assessment in an evidentiary hearing before the  
25 evidentiary hearing occurred; right?



1           A       We requested that the City provide any  
2       feedback that they have in relation to the report and no  
3       finding or no feedback that disputed any finding was  
4       provided.

5           Q       That's not my question. There's a  
6       difference between you making a request and an order of  
7       this Court; right? You'd agree with that?

8           MS. MITCHELL: Objection. Calls for a legal  
9       conclusion.

10          MR. MCRAE: That was my question.

11          THE COURT: I understand, Counsel.

12          BY MR. MCRAE:

13          Q       Just re-ask it.

14               My question was, just to confirm this, A&M is  
15       not saying that the City of Los Angeles had some  
16       obligation to make an objection to the assessment with  
17       respect to how it may or may not be used in an evidentiary  
18       hearing before that evidentiary hearing even happened.  
19       That's my question.

20          MS. MITCHELL: Objection. Argumentative and  
21       calls for a legal conclusion.

22          THE COURT: If you understand the question, you  
23       can answer.

24          THE WITNESS: I don't believe I can speak to  
25       that.



1 BY MR. MCRAE:

2 Q In fact, you're not saying that prior to  
3 the evidentiary hearing that A&M had any obligation to  
4 provide any information in response to a request by A&M;  
5 correct?

6 MS. MITCHELL: Objection. Vague. Ambiguous.  
7 Unintelligible.

8 THE COURT: I think counsel misspoke. Do you  
9 understand the question?

10 THE WITNESS: Apologies, I do not understand the  
11 question, Your Honor.

12 BY MR. MCRAE:

13 Q You're not suggesting that the City had  
14 any obligation prior to this evidentiary hearing to  
15 provide any information to A&M upon A&M's request?

16 A I do not believe I can speak to that.

17 Q And you're not saying that the City of Los  
18 Angeles ever agreed that unless it didn't make objections  
19 to the assessment prior to the evidentiary hearing, it  
20 would never make objections to the assessment in an  
21 evidentiary hearing; right?

22 A Apologies, can you please repeat your  
23 question?

24 Q You are not saying that the City of Los  
25 Angeles ever agreed that unless it made objections to the



1 assessment prior to this evidentiary hearing, it would  
2 never at some later point make objections to the  
3 assessment?

4 A I don't believe I can speak to that.

5 Q Now, let's go to the third page of your  
6 notes. Let's go to the first paragraph. We're going to  
7 go to the last dependent clause here. It says, the we  
8 reference is A&M; correct?

9 A Correct.

10 Q We were not issuing an opinion on, does  
11 that say a finished product financial statement of, I  
12 apologize, I cannot make that out. What does that say?

13 A We were not issuing an opinion on a  
14 finished product such as a financial statement, like the  
15 statement of activities.

16 Q Okay. thank you. It says, we, and that  
17 again is A&M, were quantifying financial data and issuing  
18 an opinion on processes. That's what it says; right?

19 A Correct.

20 Q Now, you understand that the Alliance  
21 settlement agreement does not contain any commitment by  
22 the City of Los Angeles to do anything with respect to  
23 quantifying financial data; right?

24 A To my understanding, no.

25 Q You also understand that the Alliance



1 settlement agreement doesn't contain any commitment by the  
2 City of Los Angeles to do anything with respect to  
3 processes.

4 A To my understanding, no.

5 Q Let's go to the next paragraph. Now, you  
6 said that you've been in court over, I guess, the last  
7 couple of days. That would be true because today's  
8 Tuesday. I just wanted to make sure I wasn't saying like  
9 a weekend or something. So you heard Mr. Szabo say that  
10 of the 11,002 beds that are a combination of the open  
11 beds, and the in-process beds combined, that the number of  
12 beds where LAHSA was contributing the data is less than 5  
13 percent. You were present in the courtroom when Mr. Szabo  
14 said that; right?

15 A Yes, I do recall that.

16 Q And A&M has never presented any assessment  
17 or report or anything else saying that the number of beds  
18 in the most recent quarterly report, which is Exhibit 35,  
19 out of the 11,002, is any different than the number that  
20 Mr. Szabo gave; right?

21 Let me rephrase the question. A&M has not  
22 presented any documentation where it claims that the  
23 number of beds out of the 11,002 beds in Exhibit 35, where  
24 the data was contributed by LAHSA, is any different than  
25 the number that Mr. Szabo gave; correct?



1 MS. MITCHELL: Objection. Lacks foundation.

2 Yes, sir.

3 I'm not agreeing with the objection. I'm  
4 saying, I think that's probably right, that the witness  
5 doesn't know, but that's, or say I agree with you, but the  
6 witness can answer that.

7 The question then is?

8 BY MR. MCRAE:

9 Q The question is, A&M has not presented any  
10 documentation where it's saying that the number of beds  
11 out of the 11,002 beds in Exhibit 35, where LAHSA  
12 contributed the data, is any different than the number  
13 that Mr. Szabo testified to; correct?

14 A I believe the documentation from the A&M  
15 team would cast doubt and a potential risk on the accuracy  
16 of those reported numbers, but to your point, we have not,  
17 or we have not done that analysis.

18 Q Well, yeah, one of the reasons you haven't  
19 done the analysis is that A&M didn't even have Exhibit 35  
20 when it created, the Exhibit 35 pertains to a period  
21 that's not in the look-back period; correct?

22 A Correct, yes, exactly.

23 Q And Exhibit 35, as you know, is the most  
24 recent submission of quarterly reports relative to bed  
25 count by the City of Los Angeles according to Alliance





1 Settlement, the Alliance quarterly report?

2 A Correct. Yes.

3 Q So as we keep reading here, one of the  
4 statements that's made here in this sentence is, here it  
5 is, LAHSA and the City have not produced sufficient  
6 evidence to demonstrate that counted beds were new or even  
7 created, do you see that?

8 A Yes, I see that.

9 Q So speaking about the Alliance settlement  
10 agreement, the term bed is not defined in that agreement;  
11 correct?

12 MS. MITCHELL: Objection. I think this is in  
13 relation to the time-limited subsidies, which is only in  
14 the Roadmap Agreement, not the Alliance Agreement.

15 MR. MCRAE: I'm asking to make that exact point,  
16 that these are two entirely separate agreements.

17 THE COURT: If you can answer the question.

18 THE WITNESS: Bed is not defined in the Alliance  
19 settlement agreement. Not that I can recall.

20 BY MR. MCRAE:

21 Q And in fact, the Alliance settlement  
22 agreement doesn't say anything, it doesn't have the words  
23 new bed in it, does it?

24 A I apologize, I don't have the Alliance  
25 Settlement in front of me, but I do not recall.



1 Q We can put Exhibit 25 in front of you if  
2 that would help. Would that help?

3 A That would be great, yes.

4 Q Sure, sure, sure, we can get that for you.  
5 Give me a chance to get a sip of water. Please let us  
6 know whenever you feel comfortable proceeding.

7 A Yeah, absolutely, no, thank you. I have  
8 it in front of me.

9 Apologies, your question was in relation to new  
10 beds?

11 Q Yeah, the word new beds is not in Exhibit  
12 25, is it?

13 A Correct, it does not appear that it is in  
14 this exhibit.

15 Q And the term bed is not defined in the  
16 County Roadmap Agreement; correct?

17 A Are you referring to the Roadmap MOU?

18 Q MOU, yes.

19 Apologies, I can't recall at the top of my head,  
20 I don't have it in front of me.

21 Q Okay. we can get that for you as well.  
22 While we're waiting for that, oh, it's ready. Again, let  
23 us know whenever you're comfortable proceeding.

24 I have the Roadmap MOU in front of me, can you  
25 kindly repeat your question?



1 Q I'm saying the words bed is not defined.

2 In the Roadmap Agreement either, is it?

3 New beds is defined. Right.

4 Q In other beds, yes. But in terms of what  
5 a new bed is, may I approach? Your Honor, I don't have  
6 the document, may I approach? May I approach the witness?

7 Oh, absolutely.

8 Thank you.

9 My apologies. No, no, may I approach as well?

10 BY MR. MCRAE:

11 Q And do you see any definition of new beds  
12 that says newly constructed in the County MOU?

13 It does not appear that newly constructed

14 Q And let me move on to some other questions  
15 here. Let's go back to your notes. Now, you have Exhibit  
16 25 still in front of you?

17 A Sorry, 25 is the settlement agreement?

18 Q The Alliance Settlement. Sorry, I  
19 apologize.

20 A Yes, I have it in front of me.

21 Q The Alliance settlement agreement also  
22 doesn't define the word create, does it?

23 A It's not a call, but I don't believe so.

24 Q Now, you remember when you were testifying  
25 earlier today, and you were talking about some observation



1 about beds being utilized?

2 A In relation to the notes?

3 Q Yes.

4 A Yes, utilized was mentioned.

5 Q Right. The Alliance settlement agreement  
6 does not say that a bed that is open and available must be  
7 utilized in order for it to be counted towards the 12,915  
8 bed count obligation, does it?

9 A Not that I'm, I do not believe occupation  
10 is, a bed is occupiable as defined. I don't know if I can  
11 make that legal determination.

12 Q And moving on to your notes where you say,  
13 in pertinent part, I'm looking at number one, which starts  
14 with gaps. And you go on to say in the second sentence  
15 there, LAHSA later clarified to the press, those beds were  
16 not funded by the City. You're aware that under the  
17 Alliance settlement agreement, there's no requirement that  
18 the City of Los Angeles pay out of its own funds for beds  
19 that are counted towards the 12,915 bed count; right?

20 A Correct, that's my understanding.

21 Q And let's go to the next sentence. The  
22 next sentence here, with respect to the subject about TLS  
23 beds under the Roadmap Agreement, you would agree that the  
24 assessment does not talk about whatever TLS beds are  
25 included, if any, in any bed count under the Roadmap



1 Agreement as of today; correct?

2 MS. MITCHELL: Objection. Misstates the  
3 testimony.

4 THE COURT: Overruled.

5 MR. MCRAE: Well, that's the question.

6 THE WITNESS: Apologies, Mr. McRae. Can you  
7 repeat your question?

8 BY MR. MCRAE:

9 Q You would agree with me that the  
10 assessment does not speak to the composition or number of  
11 any TLS beds that are being counted towards the bed count  
12 number under the Roadmap Agreement today.

13 A Today, as in March, I'm sorry, as of the  
14 latest quarterly report of the roadmap of March 31st,  
15 2025?

16 Q I mean today as we literally are sitting  
17 here now.

18 A I would not have information of how many  
19 TLS beds exist today.

20 Q Let's go to the next paragraph. Says  
21 inconsistencies, and in fact, just a point of reference,  
22 the utilization point, if you look at the second note that  
23 you have, the last two words in that note are actually  
24 utilized; right?

25 A Correct.



1 Q Okay. we talked about that. So let's go  
2 on to number three. Inconsistent address?

3 A Yes.

4 Q Is that? What does that say?  
5 Inconsistent address cut? Is that what that says?

6 A List.

7 Q Oh, I'm sorry. That's probably on me.  
8 Reading that incorrectly, I apologize.

9 All right. In looking at that, I want to direct  
10 your attention to the last couple of lines here where it  
11 goes on to say, in reference to what precedes it, creates  
12 a high risk of inaccuracies, including double counting,  
13 and prevents the City from reliably measuring its  
14 progress. You see that?

15 A Correct, yes.

16 Q Now again, that was reporting on data,  
17 right, and events that obviously were within the look-back  
18 period of the assessment; correct?

19 A The data applied to the look-back period,  
20 but could be relevant today.

21 Q It could be, but the fact is, is that  
22 anytime somebody says could be, you would agree that baked  
23 into could be is could not be.

24 A Well, respectfully, I'll affirmatively say  
25 it is relevant today as sites that are reported to be



1 under roadmap are listed still today, well, respectfully,  
2 as of March 31st, 2025, under the Alliance settlement.

3 Q Right, but today is June 3rd, or 2nd, or  
4 it's the 3rd. Today is June 3rd; right?

5 MS. MITCHELL: Objection. Argumentative.

6 BY MR. MCRAE:

7 Q Well, it is June 3rd, 2025; right?

8 A Yes, it is June 3rd.

9 Q Both of us had to check, I know. And my  
10 point is, talking about today, as we are here now, A&M has  
11 not done an analysis of, let's say, for instance, the  
12 Exhibit 35, which is the most recent quarterly report that  
13 the City has submitted relative to bed counts; correct?

14 MS. MITCHELL: Objection. Misstates the  
15 testimony.

16 THE COURT: Do you understand the question?

17 THE WITNESS: Apologies, Mr. McRae. I don't  
18 believe I understand your question.

19 BY MR. MCRAE:

20 Q Okay. the question is this. This  
21 language right here that we're looking at that talks about  
22 a risk of inaccuracies. These notes don't state the  
23 number of inaccuracies, if any, that have occurred;  
24 correct?

25 A I don't believe I can definitively say



1 that. Respectfully, there is evidence, but because of the  
2 lack of reconciliation in reference to the data across  
3 various data that LAHSA has produced, I cannot  
4 definitively state something, but I don't want to say that  
5 it does not exist in its entirety.

6 Q I know the way of saying that is I don't  
7 know; right?

8 A Respectfully, the data that LAHSA produced  
9 as representative of the roadmap slots did have overlap of  
10 addresses of the Alliance settlement, but we could not  
11 definitively reconcile. So there is evidence, but there  
12 is to your point, I believe you're trying to make, there  
13 is not like there's still, it's not definitive because the  
14 evidence did not exist.

15 Q No, the point I'm making is as of right  
16 now, you don't know whether that overlap still exists;  
17 correct?

18 A As of today?

19 Q As of June 3rd.

20 A correct.

21 Q Okay. And let's, now last week in this  
22 courtroom, Diane Rafferty said no one in this courtroom  
23 knows whether the City of Los Angeles will be in  
24 compliance with its bed count obligations under the  
25 Alliance settlement agreement when the deadline expires.





1 Were you here when she said that?

2 A I believe I was in the room, yes.

3 Q So when she said no one in this courtroom  
4 knows, you were one of those people in the courtroom;  
5 right? You were here?

6 A Yes.

7 Q Okay. And at the same time, Diane  
8 Rafferty said last week in this courtroom that no one in  
9 this courtroom knows whether the City of Los Angeles will  
10 be in compliance with its encampment reduction obligations  
11 under the Alliance settlement agreement when the deadline  
12 expires. You heard that?

13 A I vaguely remember. I don't want to  
14 mischaracterize her testimony, but.

15 Q Well, let's put it this way. You were  
16 here when Diane Rafferty testified last week; right?

17 A Yes, I was here when Diane Rafferty  
18 testified.

19 Q So you would have been among the people in  
20 the courtroom when she testified; right?

21 A Correct, yes.

22 Q And now you've been in court when counsel  
23 for the various parties have been asking questions that  
24 reveal different views about beds that can be counted  
25 under the Alliance settlement agreement; right?



1 A Can you kindly be more specific?

2 Q Let me ask this question instead. I'll  
3 withdraw that one. A&M has never been tasked with  
4 determining what beds can be counted under the Alliance  
5 settlement agreement; correct?

6 A Correct.

7 Q A&M has never been tasked with determining  
8 what encampment reductions can be counted under the  
9 Alliance settlement agreement; correct?

10 A Correct.

11 Q A&M has never been tasked with providing  
12 legal opinions about the meaning of any of the terms under  
13 the Alliance settlement agreement; correct?

14 A Correct.

15 Q A&M has never been tasked with providing  
16 legal opinions about the meaning of any of the terms under  
17 the roadmap settlement agreement; correct?

18 A Correct.

19 Q A&M has never provided a different bed  
20 count number relative to what's reported in Exhibit 35 by  
21 the City; correct?

22 Q In Exhibit 35 is the Alliance settlement  
23 quarterly report March 31st; correct?

24 A Well, Alliance, correct, yes.

25 Q And as far as the encampment reductions



1 that the City of Los Angeles most recently reported in,  
2 Your Honor, can I have a moment to get that exhibit? I  
3 don't have it off the top of my head. I'm trying to get a  
4 data point for you. It'll take me one second.

5 Let me try the question this way. Relative to  
6 the most recent quarterly report that the City of Los  
7 Angeles submitted with its encampment reductions in that  
8 very last quarterly report, A&M does not have a document  
9 where it purports to have a different number of encampment  
10 reductions for that same period; right?

11 A I do not believe so.

12 Q All right. Now, the engagement letter  
13 that A&M has or has had with the City of Los Angeles had a  
14 scope of engagement; correct?

15 A Correct.

16 Q And you're aware that the engagement  
17 letter also was amended by Exhibit 206, which was a  
18 September 9th, 2024 amendment that modified the scope of  
19 work of A&M relative to the assessment; correct?

20 A In relation to LAPD, is that the amendment  
21 you're referring to?

22 Q Apologies, I don't have it in front of me.

23 A Yes.

24 Q Now, other than that modification of the  
25 scope of work of the A&M engagement, there's been no other



1 modification of the scope of work for A&M's engagement  
2 relative to the assessment; correct?

3 A No. We had another agreement with the  
4 county, but in relation to with the City, LAPD is the last  
5 amendment to my knowledge. Well, I believe we requested  
6 additional fees, but the question of additional scope of  
7 work, correct.

8 Q You're saying you were asking for more  
9 money beyond the 3.5 million that A&M has been paid?

10 A No, apologies, this was in relation to the  
11 2.2. To get it to 3.5 million?

12 Q Part of that was the county. Okay. Now,  
13 you were asked a question about whether A&M had limited  
14 information in doing the assessment, do you recall that?

15 A Apologies one more time, Mr. McRae.

16 Q You were asked a question whether you  
17 agreed that A&M had limited information in doing the  
18 assessment, do you recall that?

19 A Vaguely.

20 Q I mean, wouldn't you agree that by  
21 definition, whatever information that A&M had, it had to  
22 be limited, it wasn't unlimited; right?

23 A In relation to scope?

24 Q In relation to anything. There were  
25 limits on the information that A&M had by definition;



1 right?

2 A Limits in reference to our scope.

3 Q I'll withdraw the question. You talked  
4 about potential inequities, do you recall that?

5 A Yes, I recall that.

6 Q And A&M is not proclaiming to state what  
7 potential inequities may or may not exist as of today,  
8 June 3rd, 2025; right?

9 A Not today, June 3rd.

10 Q Now, you were asked whether anyone said  
11 that you need to speak to Mr. Szabo to understand the  
12 City's response to homelessness, do you remember that?

13 A Yes, I remember that.

14 Q Just to make it clear, no one said you did  
15 not need to speak to Mr. Szabo to understand the City's  
16 response to homelessness; correct?

17 A I do not recall if someone told us you do  
18 not need to talk to Mr. Szabo.

19 MR. MCRAE: Can I have a moment, Your Honor?

20 (Pause)

21 MR. MCRAE: Nothing further at this time,  
22 please, Your Honor.

23 THE COURT: You want me to take a recess,  
24 Counsel?

25 MS. MITCHELL: Your Honor, I have just a few



1 questions, and then maybe we can take a recess between  
2 witnesses.

3 THE COURT: Well, I want to wait until you've  
4 consulted with your --

5 MS. MYERS: Yes, thank you.

6 THE COURT: -- Your team, please.

7 MS. MYERS: I have nothing further at this  
8 point, Your Honor.

9 THE COURT: That's fine.  
10 Counsel?

11 MS. MITCHELL: Thank you.

12 THE COURT: Briefly now.

13 MR. MCRAE: Yes, Your Honor. Let me get my  
14 stuff out of your way.

15 CROSS-EXAMINATION

16 BY MS. MITCHELL:

17 Q Regarding Exhibit 400, which are your  
18 notes, you indicated that that is a compilation of yours  
19 and your team's opinions; is that right?

20 A Correct, yes.

21 Q Do you agree with those opinions?

22 A Yes.

23 Q Is there anything about Exhibit 400, which  
24 are the notes that you prepared, that you disagree with?

25 A No.



1 Q As you've been sitting here listening to  
2 testimony over the last several days, have you heard  
3 anything to indicate that the systems or data that you  
4 reviewed have changed over the last year?

5 MR. MCRAE: Objection. Assumes there was a  
6 foundation for that, that it was asked. Calls for a legal  
7 conclusion. Relevance.

8 THE COURT: Overruled.

9 THE WITNESS: Ms. Mitchell, can you kindly  
10 repeat the question?

11 BY MS. MITCHELL:

12 Q Sure. My question is, have you heard any  
13 testimony or other evidence to indicate that the systems  
14 and data that you reviewed as part of your assessment have  
15 changed in any way in the last year?

16 MR. MCRAE: Objection. Lack of foundation.  
17 Calls for speculation. Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: I do recall being asked that, yes.

20 BY MS. MITCHELL:

21 Q Have you -- did you hear any testimony or  
22 see any evidence over the last year that any of the  
23 systems and data that you reviewed as part of your  
24 assessment of the City of Los Angeles has changed?

25 MR. MCRAE: Objection. Lack of foundation.



1 Calls for speculation. Relevance. 402.

2 THE COURT: Overruled.

3 THE WITNESS: No, I do not recall.

4 BY MS. MITCHELL:

5 Q In your opinion, would the findings in  
6 your assessment be applicable to the systems and data in  
7 place today?

8 MR. MCRAE: Vague, lack of foundation, calls for  
9 speculation, relevance 403.

10 THE COURT: Overruled.

11 THE WITNESS: I'm not aware of, based on a  
12 report of being a look-back period, I'm not aware or  
13 knowledgeable of any processes that have been changed that  
14 relate to our scope.

15 BY MS. MITCHELL:

16 Q Showing you Exhibit 2, which is the  
17 roadmap MOU that counsel had you review, and I'm looking  
18 at specifically page 4, the definition of new beds. Did  
19 you just look at that?

20 A Yes.

21 Q And included in the definition of new beds  
22 under Romanet 2 identifies when rental assistance,  
23 including rapid rehousing, may be included as a new bed  
24 under the roadmap agreement. Do you see that?

25 MR. MCRAE: Objection. That calls for a legal





1 conclusion. Lack of foundation. Calls for speculation.

2 THE COURT: Overruled.

3 THE WITNESS: Yes, I see that.

4 BY MS. MITCHELL:

5 Q Okay. And rental assistance and rapid  
6 rehousing are also known as time-limited subsidies; is  
7 that right?

8 MR. MCRAE: Objection. Lack of foundation.  
9 Leading.

10 THE COURT: Overruled.

11 THE WITNESS: That is my understanding.

12 BY MS. MITCHELL:

13 Q And when may, under Romanet 2, rapid  
14 rehousing and rental assistance be used as a new bed under  
15 the roadmap agreement?

16 MR. MCRAE: Objection. Calls for a legal  
17 conclusion. Lack of foundation.

18 THE COURT: Overruled.

19 THE WITNESS: One more time, Ms. Mitchell, I'm  
20 sorry.

21 BY MS. MITCHELL:

22 Q Yeah, what is the requirement for a rental  
23 assistance, including rapid rehousing, to be counted as a  
24 new bed under the roadmap agreement?

25 MR. MCRAE: That calls for a legal conclusion,



1 and it lacks foundation and relevance in 403.

2 THE COURT: Overruled.

3 THE WITNESS: Would you repeat that question?

4 BY MS. MITCHELL:

5 Q Yeah, I'll ask a more specific question.

6 Under the definition of new beds, which I'm showing on the  
7 screen in page 4, Exhibit 2, Romanet 2, is it your  
8 understanding that for time-limited subsidies to be  
9 included as a new bed under the roadmap agreement, they  
10 can only be included for the duration of assistance?

11 MR. MCRAE: Your Honor, I'm going to object.  
12 The first sentence says new beds shall be defined as one  
13 and two Romanets. The next sentence says may include any  
14 combination of, and is not a definition, but counsel keeps  
15 referring to it as a definition. That is counterfactual,  
16 as the document itself says.

17 THE COURT: Ms. Frost, do you recall the  
18 question?

19 THE WITNESS: No, I'm sorry.

20 BY MS. MITCHELL:

21 Q Okay. Romanet 2, where it says new beds  
22 may include any combination of the following, Romanet 2  
23 indicates that rapid rehousing, also known as time-limited  
24 subsidies, may only be counted for the duration of  
25 assistance. Do you see that?



1 A I do see that, yeah.

2 MR. MCRAE: Relevance. Lack of foundation.

3 BY MS. MITCHELL:

4 Q Is another word for duration of  
5 assistance, utilization.

6 MR. MCRAE: Objection. Calls for a legal  
7 conclusion.

8 THE COURT: Sustained.

9 BY MS. MITCHELL:

10 Q When A&M evaluated time-limited subsidy  
11 beds and counted the ones that were utilized, what was the  
12 reason for that?

13 MR. MCRAE: Objection. Calls for a legal  
14 conclusion. Relevance. Lack of foundation.

15 THE COURT: Overruled.

16 THE WITNESS: Would you restate that?

17 BY MS. MITCHELL:

18 Q When A&M evaluated time-limited subsidy  
19 beds and identified beds that were utilized, what was the  
20 reason for looking at beds which were utilized?

21 MR. MCRAE: Objection. Vague. Relevance. Lack  
22 of foundation. Calls for speculation.

23 THE COURT: The problem is I don't see the word  
24 utilized, Counsel. I think you're transferring that,  
25 aren't you?



1 MS. MITCHELL: No, Your Honor.

2 THE COURT: Show me what that is. I may be  
3 missing that just a minute.

4 BY MS. MITCHELL:

5 Q I'm going to show you from Exhibit 400,  
6 thank you. In looking at 400, in referencing your notes  
7 on this issue, did you look at beds which were utilized?

8 MR. MCRAE: Objection, Your Honor. Best  
9 evidence. This is not the assessment.

10 BY MS. MITCHELL:

11 Q Let me ask a new question. Did you hear  
12 counsel ask you quite a bit about why A&M looked at beds  
13 that were utilized?

14 MR. MCRAE: Mischaracterizes the testimony.

15 BY MS. MITCHELL:

16 Q And if it helps, Ms. Frost, I can point  
17 you to section, to number two, where you talk about, and I  
18 think the sentence states, the lists do not specify by  
19 contract how many slots were authorized, created, and  
20 actually utilized. Do you see that?

21 A Yes.

22 Q And why was A&M looking at slots which  
23 were actually utilized?

24 MR. MCRAE: Relevance, lack of foundation.

25 THE COURT: Overruled.



1 THE WITNESS: So in relation to our assessment  
2 and through the look-back period, we wanted to understand  
3 slots reported, right, from the quarterly reports to  
4 expenditure data, to understand how those beds were  
5 counted as it related to city funds and what slots were  
6 ultimately formed from that respective contract.

7 BY MS. MITCHELL:

8 Q And was it your understanding that time-  
9 limited subsidy beds were only to be counted if they were  
10 being utilized?

11 MR. MCRAE: Your Honor, it's leading. It calls  
12 for a legal conclusion. It lacks foundation.

13 THE COURT: Overruled.

14 THE WITNESS: We were just attempting to  
15 understand for the number of rental subsidies, if that  
16 could be determined from looking at the accounting data  
17 that LAHSA produced. So that we weren't trying to make a  
18 statement on whether it needed to be utilized or not, we  
19 more so were concerned on if these slots were reported,  
20 was rental assistance received, and in what respective  
21 contract did that pertain to?

22 BY MS. MITCHELL:

23 Q And ultimately, could you determine the  
24 number of beds which were utilized?

25 MR. MCRAE: Objection. Vague. Lack of



1 foundation. Relevance.

2 THE COURT: Overruled.

3 THE WITNESS: We cannot determine by contract or  
4 trace any of the accounting data specifically to a bed or  
5 TLS slot that was reported in the quarterly reports.

6 BY MS. MITCHELL:

7 Q Regarding the properties that you  
8 identified that there was overlap with the roadmap TLS  
9 beds and the most recent Alliance list as of March 31st of  
10 2025 contained in Exhibit 35, would you be able to, after  
11 this hearing, provide that list to the Court or to  
12 counsel?

13 MR. MCRAE: Objection. Lack of foundation.  
14 Relevance.

15 THE COURT: Overruled.

16 THE WITNESS: If requested, absolutely happy to  
17 provide any data that we received, if allowed.

18 MS. MITCHELL: Thank you, no further questions.

19 THE COURT: Counsel, questions by Ms. Myers?

20 MS. MYERS: No, Your Honor.

21 THE COURT: Counsel, questions by the City?

22 MR. MCRAE: Can I have a moment?

23 THE COURT: Yes, to confirm.

24 MR. MCRAE: No, Your Honor. I don't think I  
25 have any questions.



1 I would just say, for the record, that I know  
2 it's hypothetical at this point. If there were any  
3 evidence that would purport to be submitted after this  
4 hearing, it wouldn't be subject to cross-examination. We  
5 would obviously strenuously object to that. I'm just  
6 placing that there for the record. We're not there yet  
7 because we don't have any supplemental work, but I'm just  
8 making the note.

9 So to answer the Court's question, no. I do not  
10 have any further questions at this point. What is the  
11 status, then, of Exhibit 400?

12 THE COURT: It's marked as an exhibit.

13 MS. MITCHELL: What's the status of that?

14 MR. MCRAE: We would object, Your Honor, to the  
15 admissibility of those notes.

16 THE COURT: Can we take that up later on?

17 MS. MITCHELL: Yes, Your Honor. We've got more  
18 witnesses on the scene.

19 THE COURT: Thank you. So thank you very much.  
20 You may step down, and watch your step.

21 MS. MITCHELL: And, Your Honor, may Ms. Frost be  
22 excused at this time?

23 THE COURT: Yes, please. Thank you very much.

24 Now, Counsel, would you like a recess?

25 MS. MITCHELL: Yes.



1 THE COURT: I don't know how long we've been in  
2 session.

3 MR. UMHOFFER: Your Honor, I have a brief  
4 non-witness -- well, this is not related to the calling of  
5 a particular witness. I have a brief statement to make  
6 about the Apex issue.

7 THE COURT: All right. Please.

8 MR. UMHOFFER: Your Honor, as the Court knows, we  
9 have issued subpoenas to two council members and the  
10 mayor. The City has --

11 MR. ROTSTEIN: May I ask for a brief recess if  
12 we're going to argue about this now?

13 THE COURT: I'll hear from one of you at a time.

14 MR. UMHOFFER: Okay. Your Honor, I'm going to  
15 take the Apex issue off the table if counsel would allow  
16 me to finish.

17 MR. ROTSTEIN: Yes, please. I just wanted to  
18 understand what was happening. Thank you.

19 THE COURT: Thank you, Counsel.

20 Between the two of you, thank you. And I --  
21 would you restate?

22 MR. UMHOFFER: So, Counsel, as you -- so,  
23 Your Honor, as you know, we have issued subpoenas to the  
24 mayor and to two city council members. There has been an  
25 objection and a motion to quash those subpoenas based on





1 the Apex doctrine. We understand that the City, and the  
2 City has already indicated on the record that the City, if  
3 the Court were to order the mayor or these, or perhaps the  
4 city council members to testify that the City would take  
5 the extraordinary measure of seeking a writ from the Ninth  
6 Circuit on this issue. I have been unable to find a  
7 single instance in which a court, in which a writ has been  
8 granted on an Apex issue. However, Your Honor, we are  
9 surprised and troubled by the fact that the City would  
10 attempt to keep the mayor off the stand. It's quite  
11 frankly, cowardice from our perspective. This is wrong.

12 THE COURT: Let's strike that. Let's, what are  
13 you requesting? What are you asking?

14 MR. UMHOFFER: Your Honor, what I'm indicating is  
15 that we are going to withdraw our subpoenas to the mayor  
16 and the city council. And I'm giving the explanation as  
17 to why we're doing that. I'll be done in 30 seconds.

18 THE COURT: Yeah, but I don't want to get into  
19 the kind of statements that were just made. What's the  
20 City's position?

21 MS. EVANGELIS: Thank you, Your Honor. Thea May  
22 Evangelist on behalf of the City. So I understand counsel  
23 has just withdrawn the subpoenas so that might move the  
24 issue. Of course, I just would like to say for the record  
25 that of course the mayor and our city council are 1000



1 percent committed to solving the homelessness crisis and  
2 also to fulfilling the City's obligations under their  
3 agreement.

4 So I do find counsel statements to be uncalled  
5 for, but I can cite authority of course, where the ninth  
6 circuit has granted petitions and precisely the apex  
7 context, but it sounds like that's unnecessary since this  
8 is now moved so I will stop right there.

9 THE COURT: Let me ask both of you a simple  
10 question. I can already envision your closing statements  
11 to the Court. Can we just bring it down a notch? In  
12 other words, if you're going to argue different positions  
13 I'd like to get out of the subjectivity of particular  
14 persons involved in this process. My simple question is  
15 are both of you then stipulating to the withdrawal of the  
16 subpoenas?

17 MR. UMHOFFER: Your Honor, that's what we've  
18 proposed.

19 THE COURT: As to the mayor?

20 MS. EVANGELIS: Yes.

21 THE COURT: As to the mayor and as to both  
22 council persons; is that correct?

23 MR. UMHOFFER: Correct, Your Honor.

24 THE COURT: Are you accepting that stipulation?

25 MS. EVANGELIS: Yes.



1 THE COURT: Well then, so stipulated.

2 MR. UMHOFFER: Thank you, Your Honor.

3 MS. EVANGELIS: Thank you.

4 THE COURT: Now can we do the following? Can we  
5 take a recess?

6 MS. MITCHELL: No objection, Your Honor.

7 THE COURT: All right. Thank you very much.  
8 We'll see you in 20 minutes. All right?

9 (A recess was taken off the record.)

10 THE COURT: Then we're back in session.

11 All counsel are present.

12 And, Counsel, if you'd call your next witness,  
13 please.

14 MS. MITCHELL: Thank you, Your Honor.  
15 Plaintiff's call Michele Martinez.

16 THE COURT: Thank you. If you'd -- well, first  
17 of all, why don't you step down and just stop at the  
18 bottom of the stairs. Then if you'd raise your right  
19 hand, please. Do you solemnly swear that the testimony  
20 you are about to give in the cause now pending before this  
21 Court shall be the truth, the whole truth, and nothing but  
22 the truth, so help you God?

23 THE WITNESS: I do.

24 THE COURT: Please proceed to the witness box  
25 and once again, watch this step. And if you'd face the



1 parties, please, and would you state your full name?

2 THE WITNESS: Yes, it's Michele, and I'm going  
3 to spell Michelle because most people spell my name with  
4 two L's and it's actually with one L. That's M-I-C-H-E-L-  
5 E, Christina Martinez, M-A-R-T-I-N-E-Z.

6 THE COURT: Direct examination, please.

7 MS. MITCHELL: Thank you, Your Honor.

8 Whereupon,

9 MICHELE MARTINEZ,  
10 was called as a witness, and having been sworn, was  
11 examined and testified as follows:

12 DIRECT EXAMINATION

13 BY MS. MITCHELL:

14 Q What is your current role as it relates to  
15 the L.A. Alliance case?

16 A I'm the special master.

17 Q And when were you appointed special master  
18 in this case by the Court?

19 A Well, I was special master during the 2020  
20 period. Do you mean when I was Judge Carter's special  
21 master from there or when I actually entered into a  
22 contract with the City of Los Angeles?

23 Q I think just when was the first time you  
24 were appointed as special master by the Court in this  
25 case.



1 A In 2020.

2 Q And was that at the beginning of the case?

3 A Correct.

4 Q And then once the City and the L.A.  
5 Alliance entered into an agreement, did your role change  
6 slightly?

7 A Yeah, I became the official special master  
8 for the City of Los Angeles.

9 Q Also known as a monitor; is that right?

10 A Correct.

11 Q And as a monitor overseeing the agreement,  
12 the L.A. Alliance City agreement, what does that entail?

13 MS. KAOUNIS: Objection.

14 THE COURT: Overruled. You can answer the  
15 question, please.

16 THE WITNESS: My role is to monitor the  
17 agreement signed by the parties on behalf of the Court.

18 BY MS. MITCHELL:

19 Q And how do you gather information?

20 A One, I go out into each council district.  
21 And to give some context, there's 15 council districts.  
22 And those council districts range from 13 square miles to  
23 actually 60 square miles. The city is about 400 and  
24 almost 500 square miles. So I just want to put that into  
25 context.



1 And I go out almost seven days a week out into  
2 the field to one, observe and monitor. But as well, I  
3 have conversations with the parties, with the elected  
4 officials, with the unhoused community. And I've also had  
5 learning sessions with the parties as well.

6 And I'm not finished. It's okay. And I also  
7 watch the city council meetings. Any issue of council  
8 meetings that involved, in particular, just as recent, the  
9 budget, having to deal with homelessness spending, and  
10 also the Housing and Homeless Committee, and the strategy  
11 committee with the CAO's office. And including LAHSA  
12 meetings, and then obviously as well for the county.

13 Q Just wanted to make sure you're done.

14 A Yes, I am done now.

15 Q And when you go to site visits to observe  
16 and monitor, what are you doing when you're observing and  
17 monitoring?

18 MS. KAOUNIS: Objection. Vague.

19 THE COURT: Overruled.

20 You can answer, please.

21 THE WITNESS: Great. Thank you, Your Honor.

22 In some instances, I will go out and one, look  
23 at the various housing solutions that have been put up on  
24 behalf of the Court, not for the City of Los Angeles. I  
25 want to make that very clear.



1 And number two, there are times where I also go  
2 out for the care and care plus cleanups, and also go in  
3 and observe a lot of the different encampments per the  
4 roadmap agreement as well, off the freeway ramps.

5 BY MS. MITCHELL:

6 Q And can you describe the listening  
7 sessions in brief, in this case?

8 MS. KAOUNIS: Objection. Vague. Misstates  
9 prior testimony.

10 THE COURT: Do you understand the question?

11 THE WITNESS: I do, Your Honor.

12 We've had a couple of learning observation  
13 sessions, and I will just keep it to the context so that a  
14 lot of those discussions were had to understand the actual  
15 homeless response system that the City and the county is  
16 obviously a part of with its partner, LAHSA, who is the  
17 actual continuum of care.

18 BY MS. MITCHELL:

19 Q Have those listening sessions, or at least  
20 one of the listening sessions, included any service  
21 providers?

22 MS. KAOUNIS: Objection. Vague. I just want to  
23 clarify for the record, Your Honor. The witness is saying  
24 "learning sessions." Counsel is saying "listening  
25 sessions." That's why my objection was made.



1 BY MS. MITCHELL:

2 Q How would you like to refer to that?

3 A I call them the learning and observation  
4 sessions.

5 Q Okay. I'll endeavor to use that phrase  
6 moving forward. In one of these learning and observation  
7 sessions, were any service providers present?

8 MS. KAOUNIS: Objection. Vague.

9 THE COURT: Overruled.

10 THE WITNESS: Yes.

11 BY MS. MITCHELL:

12 Q By the way, how many learning and  
13 observation sessions have been held?

14 A This year we had one and one the prior  
15 year. And I also have had other learning and observation  
16 sessions with outreach workers, people out in the field,  
17 not with City staff or the parties.

18 Q I understand. Now, you recently submitted  
19 two independent monitoring reports in this case; is that  
20 right?

21 A That is correct.

22 Q I'm showing you what has been marked as  
23 Exhibit 93. What is this document?

24 A This is the recent special master report  
25 that was submitted to the Court in May.





1 Q And this was filed May 14th of 2025; is  
2 that right?

3 A Correct.

4 Q Showing you page 5, second paragraph of  
5 page 5, you indicate that since 2020 you have dedicated  
6 yourself, I think, to monitoring, enforcing the settlement  
7 agreement, and learning and understanding the homelessness  
8 response system. Can you explain a little bit more about  
9 what that means?

10 MS. KAOUNIS: Objection. The document speaks  
11 for itself.

12 THE COURT: Overruled.

13 THE WITNESS: Thank you, Your Honor. I would  
14 just speak specifically to the, since I'm not addressing  
15 the county, I only want to speak specifically in the  
16 homeless response system that has to deal with the City of  
17 Los Angeles, because they all play a role in the homeless  
18 response system. And I think here, in the context that we  
19 are speaking on the City of Los Angeles, it's only  
20 appropriate for me just to speak on the homeless response  
21 system and what the City partakes within that system. And  
22 that is housing, obviously, and services and outreach.

23 BY MS. MITCHELL:

24 Q And thank you for clarifying, and I do  
25 intend to only ask you questions regarding the City and



1 LAHSA, primarily, except, I suppose, when the county is  
2 intermittently involved.

3 But my question to you was a little bit broader  
4 because I want to understand what you mean when you say,  
5 for the last five years, you've dedicated yourself to  
6 learning and understanding the homelessness response  
7 system. Do you feel like you have a very good  
8 understanding of the homelessness response system in Los  
9 Angeles?

10 MS. KAOUNIS: Objection. Vague.

11 THE COURT: Overruled.

12 THE WITNESS: Thank you, Your Honor.

13 Yes, I do.

14 BY MS. MITCHELL:

15 Q In 2018, you were an elected official in  
16 Santa Ana; is that right?

17 MS. KAOUNIS: Objection. Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: Thank you, Your Honor.

20 That is correct.

21 BY MS. MITCHELL:

22 Q Okay. and what position did you hold at  
23 that time?

24 A I was on the city council, but for the  
25 purposes of that last two years that you're speaking of, I



1 was the vice mayor for the City of Santa Ana.

2 Q And Santa Ana, at that time, intervened in  
3 a case pending before Judge Carter at that time; is that  
4 right?

5 MS. KAOUNIS: Objection. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: That is a correct statement.

8 BY MS. MITCHELL:

9 Q As part of that effort, did you spearhead  
10 a shelter build in 28 days?

11 MS. KAOUNIS: Objection. Vague. Relevance.

12 THE COURT: Overruled.

13 THE WITNESS: That is a correct statement.

14 BY MS. MITCHELL:

15 Q And how did you get it done in 28 days?

16 MS. KAOUNIS: Same objection.

17 THE COURT: Overruled.

18 THE WITNESS: Thank you, Your Honor. Obviously,  
19 Michele Martinez didn't do that project on her own. That  
20 was with the help of our city staff.

21 BY MS. MITCHELL:

22 Q But my question to you is, I guess, how  
23 did that get done in 28 days? If you could describe that  
24 for us.

25 A Oh, the process?



1 Q Yes.

2 THE WITNESS: Your Honor?

3 THE COURT: Yes?

4 THE WITNESS: Okay. And the only reason why I  
5 just state this because I want to ensure, I want to make  
6 sure that I am, I don't have legal counsel here  
7 representing me. The City obviously has legal counsel.

8 You are not my attorney. And no one else in  
9 this room. And so I want to make sure that my statements  
10 from my prior work, you know, are, my personal opinion are  
11 not relevant to this case as it pertains to my work as a  
12 former elected official to building housing and what I did  
13 under the City of Santa Ana. I don't believe it applies.  
14 BY MS. MITCHELL:

15 Q I appreciate that, Ms. Martinez. My  
16 question is simply, what methods were involved in making  
17 sure that this shelter was built in 28 days?

18 MS. KAOUNIS: Objection. Relevance.

19 THE COURT: Overruled.

20 THE WITNESS: Yes. Okay. We used a process.  
21 We actually appointed our public works director who came  
22 from San Francisco. He had a lot of background on project  
23 management and was able to get a lot done, and so we put  
24 him in charge.

25 And we worked with an outside developer to use



1 their property, and we entered into an RFP with an outside  
2 provider. That provider actually entered into a lease  
3 agreement separately from the City of Santa Ana with the  
4 private developer. And so we were able to overcome a lot  
5 of bureaucracy within the City to move that quickly.

6 BY MS. MITCHELL:

7 Q And as I understand it, you actually  
8 placed a permit inspector on site; is that right?

9 A That is a true statement.

10 MS. KAOUNIS: Objection. Vague. Relevance.

11 THE COURT: Overruled.

12 BY MS. MITCHELL:

13 Q Did placing the permit inspector on site  
14 help facilitate building faster?

15 MS. KAOUNIS: Same objection. Vague.

16 THE COURT: Overruled.

17 THE WITNESS: Yes.

18 BY MS. MITCHELL:

19 Q Turning to the Alvarez and Marsal  
20 assessment that was done and showing you Exhibit 23, have  
21 you reviewed the assessment that was filed with the Court?

22 A I have.

23 Q And did you help oversee the assessment on  
24 behalf of the Court?

25 A Yes.



1 MS. MITCHELL: May I have a moment, Your Honor?

2 THE COURT: Certainly.

3 BY MS. MITCHELL:

4 Q Were you present during Mr. Szabo's  
5 testimony when he was criticizing Alvarez and Marsal?

6 MS. KAOUNIS: Objection. Relevance.

7 THE COURT: Overruled.

8 THE WITNESS: I was here. I was present.

9 BY MS. MITCHELL:

10 Q Okay. In your position overseeing A&M and  
11 the assessment, did you find that the company lacked  
12 capacity to review the data they were seeing?

13 MS. KAOUNIS: Objection. Lack of foundation.  
14 Relevance. I'm also going to object to calls for an  
15 expert opinion. This witness hasn't been qualified as an  
16 expert on accounting or assessments or audits.

17 THE COURT: I think that those answers are best  
18 left to A&M and to Mr. Szabo. I'm worried that the  
19 special master is getting into an area of capacity, and I  
20 don't think that that's within her purview, frankly. I'm  
21 going to sustain the objection.

22 MS. MITCHELL: That's fine, Your Honor. I can  
23 move on.

24 BY MS. MITCHELL:

25 Q Regarding the A&M's assessment and their



1 findings on the time-limited subsidy issue, that 70  
2 percent of the contracts did not report financial  
3 expenditures. Are you familiar with that finding?

4 MS. KAOUNIS: Objection. Relevance.

5 THE COURT: Overruled, but I'd like to see you  
6 put up that finding so it's on the screen.

7 THE WITNESS: And yes, I read it in the  
8 assessment. Yes.

9 BY MS. MITCHELL:

10 Q Now, as special master, are you in part  
11 overseeing compliance with the roadmap agreement as well?

12 MS. KAOUNIS: Objection. Relevance.

13 THE COURT: Overruled.

14 THE WITNESS: Yes.

15 BY MS. MITCHELL:

16 Q And I am showing page 64 of Exhibit 23,  
17 specifically the second paragraph down, which identifies a  
18 lack of expenditures for 70 percent of the beds. As  
19 special master overseeing these agreements and intimately  
20 familiar with the homelessness response system in Los  
21 Angeles, are you particularly concerned about time-limited  
22 subsidies?

23 MS. KAOUNIS: Objection. Vague. Relevance.  
24 Lacks foundation.

25 THE COURT: Overruled.



1 THE WITNESS: Yes, because in the actual,  
2 regardless of this assessment or any other audits, the  
3 burden falls on the City of Los Angeles under Section 7.2  
4 in the agreement to provide the actual data and records to  
5 verify and validate what they're submitting in their  
6 quarterly reports. And that has yet to take place. And  
7 to my recollection, I have not heard from any of the  
8 parties that that section has been withdrawn.

9 But at no certain time, and in my special master  
10 report in 2024, I highlight that 7.2 has not been met by  
11 the City of Los Angeles. And so, again, I will just say  
12 that the burden falls on the City of Los Angeles  
13 regardless of this assessment or any other audit. And  
14 that's what I'm going based off.

15 MS. KAOUNIS: Objection. Move to strike. Legal  
16 conclusion. Relevance.

17 THE COURT: Sustained.

18 BY MS. MITCHELL:

19 Q Have you attempted to independently  
20 confirm whether those time-limited subsidy slots were  
21 funded or implemented?

22 MS. KAOUNIS: Objection. Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: It's a very complex issue as it  
25 pertains to time-limited subsidies for the reasons of not





1 having specific addresses. It becomes very difficult to  
2 actually go to a specific location. And as well, the data  
3 that I've seen and or I have observed in meetings, a lot  
4 of that information and documentation is county-related.

5 BY MS. MITCHELL:

6 Q How is that information county-related?

7 MS. KAOUNIS: Objection. Vague. Relevance.

8 THE WITNESS: And, Your Honor, I have documents  
9 here. These are all notes on my own because that's  
10 privilege, as you all know. But this is public  
11 information. And these are documents that are from the  
12 reports from the City administration office. And I just  
13 want to, you know, so if someone wants to come up here,  
14 these are not any notes. These are all public documents.

15 And I want to go to this document here that was  
16 the City performance management that was part of a CAO  
17 strategy homeless committee meeting in particular with  
18 Councilwoman Nithya Raman. And it talks about time-  
19 limited subsidies. And I'm certain that you all probably  
20 don't have this information in front of you.

21 But this is where I get the information that I'm  
22 speaking of, that a lot of the information in regards to  
23 time-limited subsidies is a very focus on county data.

24 MS. KAOUNIS: Your Honor, I'm going to move to  
25 strike as non-responsive and lodge an objection that this



1 witness should not be questioned on anything that hasn't  
2 been presented and certainly hasn't been cited in her  
3 report. We're hearing for the first time that there's a  
4 stack of documents that the witness is relying on that, to  
5 my knowledge, have not been cited in this report.

6 THE COURT: You can come up and look at this.  
7 It pertains to Nithya Raman.

8 THE WITNESS: Correct. Actually, Councilmember  
9 Raman's motion in regards to TLS and also the Bureau is  
10 highlighted in my report.

11 MS. MITCHELL: I am familiar with the report,  
12 but perhaps I could get it so I can read it, the portion  
13 into the record so the record is clear about what we're  
14 referring to.

15 MS. KAOUNIS: Your Honor, we object to the  
16 admission of any documents that have not been cited in the  
17 report. For the record, Your Honor, I think we'd like  
18 some clarification. The witness both said that the  
19 materials were privileged and also that they were public.

20 THE WITNESS: I said my notes are privileged. I  
21 have no notes up here. This information is public.

22 MS. MITCHELL: And, Your Honor, for the record,  
23 the witness has held up a staple document, which is titled  
24 "City Performance Management, Accurately Understanding the  
25 Impact of the City's Investment into the Region's



1 Homelessness Response," dated April 9, 2025.

2 And I believe this was attached to  
3 Councilmember Raman's motion; is that right?

4 THE WITNESS: No, that was a homeless strategy  
5 meeting.

6 MS. MITCHELL: Thank you.

7 THE COURT: Counsel, this is a City-generated  
8 document then?

9 THE WITNESS: It is a City-generated document.  
10 If it's Councilwoman Raman's, I don't believe it's  
11 technically generated. You can get this online under the  
12 CAO's reports on his website. Yes, that's where I got  
13 this document. All these documents, I got them all  
14 online.

15 THE COURT: All right. Just a moment.

16 Proceed with your questions, and if there's an  
17 issue, we'll recess, get these documents, or one of you  
18 can look at these documents. Proceed now.

19 MS. KAOUNIS: Your Honor, may we just clarify  
20 the records on this privilege issue? There are two  
21 issues, I think, remaining.

22 One, the witness had mentioned privilege with  
23 respect to her notes. It's unclear to me why there's an  
24 assertion of privilege with respect to the notes. Perhaps  
25 it's because I'm new on the case. But if those were notes



1 that went into the report that was ultimately published,  
2 it's not clear to me why those would be privileged.

3 THE WITNESS: Those notes are some of my  
4 conversations with the actual elected officials.

5 THE COURT: Now, this is going to be interesting  
6 because when you've got elected officials involved, you're  
7 potentially representing those officials also.

8 I would just suggest that we move forward with  
9 the public documents created by the City and stay away  
10 from this issue as long as we can. I don't know if you  
11 want to get into conversations with Nithya Raman, the  
12 special master. So I think as long as we proceed with  
13 public documents, that I don't see the concern, especially  
14 if they're generated by the City. So let's continue on  
15 with the questions now.

16 BY MS. MITCHELL:

17 Q Okay. I think my question was, have you  
18 been able to confirm the number of time-limited subsidy  
19 slots that were reported by the City are, in fact, in  
20 existence?

21 MS. KAOUNIS: Objection. Vague. Foundation.

22 THE COURT: Sustained.

23 BY MS. MITCHELL:

24 Q Okay. Have you attempted to confirm  
25 whether those TLS contracts were ever implemented as



1 reported in the roadmap agreement?

2 MS. KAOUNIS: Objection. Vague. Relevance.  
3 Foundation.

4 THE COURT: Overruled.

5 Can you answer that question, please?

6 THE WITNESS: For the Court, yes. On behalf of  
7 the City, the burden falls on the City of Los Angeles to  
8 provide that.

9 MS. KAOUNIS: I'm going to move to strike as  
10 nonresponsive and also asserts a legal conclusion.

11 MS. MITCHELL: May I ask the question?

12 THE WITNESS: Yes.

13 BY MS. MITCHELL:

14 Q Have you attempted to confirm whether  
15 those TLS contracts were implemented as reported under the  
16 roadmap agreement?

17 MS. KAOUNIS: Objection. Vague. Relevance.  
18 Foundation.

19 THE COURT: Overruled.

20 You can answer the question.

21 THE WITNESS: The burden falls on the City of  
22 Los Angeles to validate and verify what they are producing  
23 to the Court. They are just producing numbers. There  
24 needs to be validated documentation behind that to ensure  
25 that those beds are actually being created.



1 MS. KAOUNIS: Your Honor, I'm going to move to  
2 strike again. Nonresponsive. Also, asserts a legal  
3 conclusion.

4 THE COURT: Have you been able to confirm  
5 whether those TLS slots were actually implemented or  
6 funded as reported under the roadmap agreement?

7 MS. KAOUNIS: Vague. Lacks foundation. Calls  
8 for legal conclusion. Calls for expert testimony.

9 THE COURT: Answer the question, please.

10 THE WITNESS: Again, the burden falls on the  
11 City of Los Angeles to provide the documentation to  
12 validate and verify that those TLS slots exist.

13 MS. KAOUNIS: Your Honor, I'm just going to ask  
14 for a standing motion to strike on an answer where this  
15 witness is indicating what she believes to be the burden  
16 on the City of Los Angeles, which is a legal issue. Thank  
17 you, Your Honor.

18 BY MS. MITCHELL:

19 Q And has the City presented that data to  
20 you to confirm that those beds exist?

21 MS. KAOUNIS: Objection. Vague. Lacks  
22 foundation.

23 THE COURT: Overruled.

24 You can answer the question, please.

25 THE WITNESS: They have not submitted anything



1 to me or to the Court.

2 BY MS. MITCHELL:

3 Q Showing you Exhibit 93, I'm going to move  
4 on to the Alliance settlement agreement. As of your last  
5 report, and I'll zoom in here on Section B, as of your  
6 last report, the date of the last report, how many beds  
7 were open at that time?

8 MS. KAOUNIS: Objection. Document speaks for  
9 itself. Also vague as to open.

10 THE COURT: Overruled.

11 THE WITNESS: Total beds unit by December 31st  
12 of 2024, 4,815.

13 BY MS. MITCHELL:

14 Q And how many total beds or units were in  
15 process as of 2024?

16 MS. KAOUNIS: Objection. Standing objection.

17 THE COURT: Overruled.

18 THE WITNESS: Per the report, 4,278.

19 BY MS. MITCHELL:

20 Q And what was the deficit towards their 60  
21 percent housing goal across the council districts?

22 MS. KAOUNIS: Objection. Calls for a legal  
23 conclusion. Vague. Foundation.

24 THE COURT: Overruled.

25 THE WITNESS: Per the report, 3,822.



1 BY MS. MITCHELL:

2 Q Based on the way the City issues its  
3 quarterly reports, have you found it difficult to track  
4 the beds?

5 MS. KAOUNIS: Objection. Vague. Lacks  
6 foundation.

7 THE COURT: Overruled.

8 THE WITNESS: As it pertains to the way they  
9 report, because it's cumulative, you don't understand in a  
10 quarter by quarter basis what the status is per council  
11 district and or what's happening during the quarter  
12 because it's all cumulative. So you have to break it  
13 down. So that's cumbersome.

14 BY MS. MITCHELL:

15 Q And to your understanding, has the City as  
16 of today met its cumulative milestone goal for bed  
17 creation?

18 MS. KAOUNIS: Objection. Vague. Lacks  
19 foundation. Calls for expert opinion. Calls for a legal  
20 conclusion.

21 THE COURT: Overruled.

22 THE WITNESS: Per the milestone submitted to the  
23 parties and to the Court, no.

24 BY MS. MITCHELL:

25 Q Now, have you attempted to validate the





1 locations that have been identified by the City as part of  
2 the Alliance reporting in their compliance with the  
3 Alliance settlement?

4 MS. KAOUNIS: Objection. Vague. Lacks  
5 foundation. Calls for a legal conclusion.

6 THE COURT: Overruled.

7 THE WITNESS: May I answer the question?

8 On behalf of the Court to do spot checks, yes.

9 BY MS. MITCHELL:

10 Q And have you actually been able to  
11 validate those locations or beds?

12 A Yes.

13 MS. KAOUNIS: Objection. Lacks foundation.  
14 Calls for an expert opinion. Calls for a legal  
15 conclusion.

16 THE COURT: Overruled.

17 You may answer the question.

18 MS. MITCHELL: So I'm showing you page 20.

19 THE COURT: I didn't hear the answer.

20 THE WITNESS: Yes. The City has produced the  
21 beds that, yes, I have been to various permanent  
22 supportive housing sites and interim sites and tiny homes.  
23 I've seen the units myself. Yes.

24 BY MS. MITCHELL:

25 Q Okay. Are there any locations that you



1 have not been able to verify?

2 MS. KAOUNIS: Objection. Objection. Vague.

3 THE COURT: Overruled.

4 THE WITNESS: No.

5 BY MS. MITCHELL:

6 Q Showing you paragraph 3 on Exhibit 93,  
7 page 21, you'd indicated that 20 sites are not part of the  
8 management and data from RSM slash HIMIS?

9 A It's supposed to be HMIS, yes.

10 Q Okay. Thank you. Is that RMS, Resource  
11 Management System?

12 A Correct.

13 Q Okay. So it's 20 sites are not part of  
14 the management and data from RMS slash HIMIS. What do you  
15 mean by that?

16 MS. KAOUNIS: Objection. Vague.

17 THE COURT: Overruled.

18 You may answer, please.

19 THE WITNESS: According to LAHSA, when I asked  
20 to do some spot checks for some of the units that were  
21 produced for December of 2024, I was told by LAHSA that  
22 the 20, I provided about 48 sites. Those that are in  
23 progress and those that have been created, and LAHSA came  
24 back to me saying that 20 sites were not in their system.

25 MS. KAOUNIS: Objection. Move to strike.



1 Hearsay.

2 BY MS. MITCHELL:

3 Q What does that mean that 20 sites were not  
4 in their system?

5 MS. KAOUNIS: Same objection.

6 THE COURT: Overruled.

7 If you know.

8 MS. KAOUNIS: Yeah, and calls for speculation.

9 THE COURT: Overruled.

10 You may answer.

11 THE WITNESS: LAHSA never responded. I wasn't  
12 going to, as I mentioned earlier, how big the size of each  
13 council district are. I wasn't going to just drive around  
14 when they initially told me that 20 sites were not part of  
15 the 48 sites that I was going to visit, so I was waiting  
16 for a response from LAHSA, and LAHSA never responded. The  
17 last communication I had with them is when I communicated  
18 with the City indicating that they wanted a breakdown of  
19 the quarterly reports in a different format.

20 BY MS. MITCHELL:

21 Q That LAHSA wanted a breakdown in a  
22 different format?

23 A Yes.

24 MS. KAOUNIS: Foundation. Hearsay. Vague.

25 THE COURT: Overruled.



1 BY MS. MITCHELL:

2 Q Did you ask the City to report on these 20  
3 sites that LAHSA did not have as part of their RMS, HMIS  
4 system?

5 MS. KAOUNIS: Objection. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: I cc'd the city attorneys on that.

8 BY MS. MITCHELL:

9 Q And have you heard back from the City or  
10 from LAHSA regarding the status of these 20 sites?

11 MS. KAOUNIS: Objection. Calls for hearsay.  
12 Lack of foundation.

13 THE COURT: Overruled.

14 THE WITNESS: As of today, no.

15 BY MS. MITCHELL:

16 Q So as of today, have you been able to  
17 verify that those 20 sites, as reported as part of the  
18 Alliance agreement, are in fact open and operational?

19 MS. KAOUNIS: Objection. Vague.

20 THE COURT: Overruled.

21 You may answer.

22 THE WITNESS: At this moment, I still will give  
23 the benefit of the doubt to the City of Los Angeles to  
24 respond if those beds exist. I understand that if they're  
25 permanent supportive housing sites, that that may be with



1 their housing department. And so I don't want to sit here  
2 today and tell you that those beds do not exist because  
3 they can't exist, but someone else has that information.

4 BY MS. MITCHELL:

5 Q I guess my question was a little bit more  
6 specific, though. To this day, have you been able to  
7 verify that those 20 sites exist?

8 MS. KAOUNIS: Objection. Asks and answers.

9 THE COURT: Overruled.

10 You may answer.

11 THE WITNESS: I will stick to my original  
12 statement, is that I don't know if they exist or they're  
13 there. I give the benefit of the doubt to the City of Los  
14 Angeles to provide that information.

15 BY MS. MITCHELL:

16 Q But they have not provided that  
17 information yet; is that correct?

18 A That is correct.

19 MS. KAOUNIS: Asked and answered.

20 THE COURT: Overruled.

21 MS. MITCHELL: Turning to --

22 MR. MCRAE: Your Honor, could you reissue the  
23 admonition about people not taking photographs?

24 THE COURT: Well, yeah. Just a moment. Let me  
25 be very clear. There's no photography.



1 MR. MCRAE: Did you notice --

2 THE COURT: Yes.

3 MR. MCRAE: -- what appeared to be A phone being  
4 held up on the screen.

5 THE COURT: Come on up for just a moment. There  
6 are no photographs here. I'm not going to turn you into  
7 an informant. By the same token, why don't you quietly  
8 speak to counsel for a moment?

9 Counsel, why don't you speak to him and then  
10 quietly approach that person and that will delete the  
11 photograph. Now, you're welcome to stay. It may just be  
12 inadvertent, but there are no photographs here.

13 MR. MCRAE: Thank you, Your Honor.

14 THE COURT: Quietly approach that person.  
15 Without further ado, I think we can resolve that.

16 MR. MCRAE: Thank you, Your Honor.

17 THE COURT: Thank you. And that person is more  
18 than welcome to stay. There's no issue, but no  
19 photographs. Okay? So if they've taken a photograph,  
20 delete it.

21 Thank you. Counsel, please continue.

22 BY MS. MITCHELL:

23 Q Thank you. Showing you the top paragraph  
24 of that same page, page 21 of Exhibit 93, you identify a  
25 few unresolved factors in your ability to verify the City-



1 reported data. The first one being methodology  
2 confirmation. Can you read that first sentence?

3 MS. KAOUNIS: Objection. Document speaks for  
4 itself.

5 THE COURT: Overruled.

6 THE WITNESS: Yeah, the City has yet to provide  
7 clear methodology for compiling and reconciling report  
8 figures.

9 BY MS. MITCHELL:

10 Q And can you explain what you mean by that?

11 A What I mean is I don't understand how the  
12 City has come up with their figures. And again, you know,  
13 they have notes in their quarterly reports, but that's to  
14 the extent and it's very limited. So I don't know where  
15 they gathered that information.

16 Yes, we've been told several times that LAHSA  
17 is, you know, they're custodial of some of their data, but  
18 at the same time, there are other city departments that  
19 have custody of that data as well, and none of that is  
20 provided within those quarterly reports. It's just, you  
21 know, PEH served, the bed created, the bed in process, the  
22 address, and the council district.

23 BY MS. MITCHELL:

24 Q And the last bullet point here says  
25 additional clarifications needed. The City's responses



1 regarding discrepancies remain incomplete, impeding a  
2 definitive validation of reported figures. Can you  
3 explain what you mean by that?

4 MS. KAOUNIS: Objection. Relevance.

5 THE COURT: Overruled.

6 THE WITNESS: Yes, and some of the council  
7 districts within the quarterly reports, some of the  
8 figures that I added up were very different than the City  
9 of Los Angeles, but I will state that I did provide one  
10 council district to the City to confirm, and they were  
11 able to confirm, but I do believe that it is imperative  
12 that they also report that to the Court to ensure that  
13 there was validation of why there was a difference within  
14 those beds for that council district, and specifically  
15 council district one.

16 BY MS. MITCHELL:

17 Q And what was the issue with council  
18 district one?

19 MS. KAOUNIS: Objection. Vague. Relevance.

20 THE COURT: Overruled.

21 THE WITNESS: I would have to go to my notes.  
22 Not at the top of my head. Yeah.

23 MS. MITCHELL: That's okay.

24 THE WITNESS: Don't know the numbers.

25 BY MS. MITCHELL:





1 Q Showing you what has been introduced as  
2 Exhibit 35, this is the most recent quarterly report filed  
3 by the City of Los Angeles in compliance with the Alliance  
4 Settlement Program and purports to report the beds open to  
5 date. Have you seen this document?

6 A Yes.

7 Q Going to page 4 of 6, there are a number  
8 of what have been identified as Inside Safe programs  
9 listed on this report. Specifically, I'm looking at  
10 starting at page 99. Do you see that?

11 A I do.

12 Q I'm sorry. I said page. I meant line 99.

13 A Line 99. Yes, I do.

14 Q To your knowledge, have any of these  
15 hotel, motel, booking, or occupancy agreements been  
16 included in reports prior to this one filed April 15th of  
17 2025?

18 MS. KAOUNIS: Objection. Relevance. Lacks  
19 foundation.

20 THE COURT: Overruled.

21 THE WITNESS: Not to my recollection, in  
22 exception for the hotel, the Mayfair that the City of Los  
23 Angeles purchased.

24 BY MS. MITCHELL:

25 Q Now, in your opinion, do occupancy



1 agreements under Inside Safe comply and count towards the  
2 bed count required under the Alliance Agreement?

3 A Would you repeat that, please?

4 Q Yes. In your opinion, as special master  
5 and monitor of this agreement, do the occupancy  
6 agreements, the Inside Safe occupancy agreements for the  
7 hotels and motels count towards the City's bed count as  
8 part of this agreement?

9 MS. KAOUNIS: Objection. Calls for a legal  
10 conclusion. Calls for expert opinion. Vague. Lacks  
11 foundation.

12 THE COURT: Overruled.

13 THE WITNESS: In regards to these particular  
14 beds, I brought up to, and I have to be limited in my  
15 responses here, but to the Court about these beds that  
16 have now been part of this quarterly report. And special  
17 master Martinez, I don't want the context of any  
18 conversations that you've had with the Court separate  
19 from, you know, in public. So I'm not going to be  
20 inquiring about those separate conversations, but my  
21 question is just to you about whether you believe that  
22 occupancy, let me take a step back.

23 I guess, Ms. Mitchell, I don't feel like I could  
24 opine on this because of these beds. There was supposed  
25 to be a bed plan. That bed plan was taken off last



1       October. There was no more future discussions with the  
2       Court or the plaintiffs, and these are technically new  
3       beds now part of this quarterly report, and there has to  
4       be a decision between the parties if that's going to be  
5       accepted before I could opine.

6               MS. MITCHELL: I see. I understand. Thank you  
7       for that clarification.

8       BY MS. MITCHELL:

9               Q       To your knowledge, the bed plan that was  
10       submitted by the City in November of 2022, is that the  
11       only operative bed plan that the Court has been presented  
12       with?

13              MS. KAOUNIS: Objection. Vague.

14              THE COURT: Overruled.

15              THE WITNESS: Yes.

16       BY MS. MITCHELL:

17              Q       And you refer to the one that was  
18       withdrawn by the City last year. That was in the fall of  
19       2024 when the City initially proposed to use roadmap beds  
20       to migrate those over to the Alliance agreement and then  
21       withdrew that proposal. That's what you're referring to?

22              MS. KAOUNIS: Objection. Vague. Lacks  
23       foundation. Calls for a legal opinion.

24              THE COURT: Overruled.

25              THE WITNESS: Yes.



1 BY MS. MITCHELL:

2 Q To your knowledge, and as a part of your  
3 monitoring of this case in the Los Angeles homeless  
4 systems in general, do you believe that the Inside Safe  
5 beds are equitably distributed throughout the City of Los  
6 Angeles?

7 MS. KAOUNIS: Objection. Relevance. Calls for  
8 a legal conclusion. Lacks foundation. Calls for expert  
9 opinion. Objection. Vague.

10 THE COURT: Overruled.

11 THE WITNESS: As it pertains to the settlement  
12 agreement for the Alliance, regardless of the initiative  
13 that the City had, whether it's Inside Safe or any other  
14 kind of initiative, there is a section in the settlement  
15 agreement where there has to be equitable distribution.  
16 And I did mention in my 2024 report that there were  
17 instances with the Inside Safe beds where those beds were  
18 not equally distributed. And you can reference my 2024  
19 report.

20 MS. MITCHELL: Thank you.

21 BY MS. MITCHELL:

22 Q Now, as part of the City's obligation in  
23 the Alliance agreement, and I'll show you what has been  
24 marked as Exhibit 25, you've had occasion to review the  
25 settlement agreement; is that right?



1 A Yes.

2 Q Now, showing you paragraph 5.2, the last  
3 line, the parties agree the City will promptly employ its  
4 best efforts to comply with established plans, milestones,  
5 and deadlines. Do you see that?

6 A I do.

7 THE COURT: 5.2 is not on our screen here.

8 MS. MITCHELL: Oh, I'm sorry about that.

9 THE COURT: Thank you. Can we reread that,  
10 please?

11 MS. MITCHELL: Sure. Sure.

12 THE COURT: Why don't we have the witness do it?

13 BY MS. MITCHELL:

14 Q Ms. Martinez, can you read that line  
15 starting with the parties agree?

16 A The parties agree the City will promptly  
17 employ its best efforts to comply with established plans,  
18 milestones, and deadlines.

19 Q And you track the milestones and deadlines  
20 in this case; is that right?

21 MS. KAOUNIS: Objection. Vague. Relevance.

22 THE COURT: Overruled.

23 THE WITNESS: The milestones that were submitted  
24 by the City of Los Angeles, yes.

25 BY MS. MITCHELL:



1 Q And just so that we're clear, we're  
2 talking about Exhibit 24. Are those the milestones and  
3 deadlines we're referring to?

4 A That is a true statement.

5 Q Going back to Exhibit 25, has the City  
6 met, I'll go here, has the City met its quarter by quarter  
7 milestones to date?

8 MS. KAOUNIS: Objection. Lacks foundation.  
9 Calls for an expert opinion. Calls for legal conclusion.

10 THE COURT: Overruled.

11 THE WITNESS: Per the Roadmap Alliance  
12 milestones, obviously, no.

13 BY MS. MITCHELL:

14 Q Now, going back to 25, based on your  
15 review over the last several years since the agreement has  
16 been instituted in 2022, has the City employed its best  
17 efforts to comply with plans, milestones, and deadlines  
18 for bed creation under 5.2?

19 MS. KAOUNIS: Objection. Lacks foundation.  
20 Calls for a legal conclusion. Calls for expert opinion.

21 THE COURT: I don't know if I'm comfortable with  
22 having a special master render that opinion. I think  
23 that's ultimately the Court's determination based upon  
24 other evidence presented to the Court.

25 MS. MITCHELL: Understood, Your Honor.



1 THE COURT: I want that neutrality of the  
2 special master now and in the future. I'm going to  
3 sustain the objection.

4 MS. MITCHELL: Understood. Thank you.

5 BY MS. MITCHELL:

6 Q Let's go back to your report, Exhibit 93.  
7 Looking at page 22, you identify systemic and structural  
8 issues. I'm specifically looking at that second  
9 paragraph. I will blow it up. Can you read that  
10 paragraph for us?

11 MS. KAOUNIS: Objection. The document speaks  
12 for itself.

13 THE COURT: Overruled.

14 THE WITNESS: If the City does not present a  
15 detailed plan to address the systemic and structural  
16 issues identified by the A&M assessment at the next  
17 hearing on May 15, the Court may need to intervene. This  
18 intervention would ensure that the City addresses  
19 governance, structural changes, gaps in governance, and  
20 financial management challenges. Judicial oversight may  
21 be required for the City to meet settlement agreement  
22 obligations.

23 BY MS. MITCHELL:

24 Q And what systemic and structural issues  
25 are you referring to here?



1 MS. KAOUNIS: Objection. Lacks foundation.  
2 Calls for an expert opinion. Relevance.

3 THE WITNESS: May I answer?

4 Thank you, Your Honor.

5 Obviously, I cited the A&M assessment, but  
6 beyond that, there is a April 22 document report from the  
7 Chief Legislative Office, the Formation of a City  
8 Homelessness Governance Structure. In this document here,  
9 the Chief Legislative Officer, who is Sharon Imtesso,  
10 references the systemic challenges the City has.

11 Let me just refer, when I speak about the  
12 systemic issues and the governance issues are specifically  
13 to the City of Los Angeles, not the regional homeless  
14 response system. The CLA speaks on both of the City's  
15 internal issues with its governance structure. I'm not  
16 sure if you all have a copy of this document.

17 I can read. But, Your Honor, I'm not sure if  
18 you're going to want to give access to these documents to  
19 the parties here. I'm going to just object and move to  
20 strike both as non-responsive and hearsay. We're reading  
21 into the record statements made by other people.

22 BY MS. MITCHELL:

23 Q If I understand correctly, you're talking  
24 about when you identify in your report systemic and  
25 structural issues, you're saying those identified both by





1 the A&M assessment and by the CLA of the City of Los  
2 Angeles in that document that you just identified; is that  
3 right?

4 MS. KAOUNIS: Objection. Leading. Relevance.  
5 Compound. Calls for an expert opinion.

6 THE COURT: Overruled.

7 THE WITNESS: Yes.

8 BY MS. MITCHELL:

9 Q Can you give me the title of that document  
10 again?

11 A Yes. It's the Formation of a City  
12 Homeless Governance Structure. That's April 22nd, 2025.  
13 Council File 240330.

14 Q Have you also identified systemic and  
15 structural issues based on your own experience as a  
16 special master in this case?

17 MS. KAOUNIS: Objection. Relevance. Vague.  
18 Calls for an expert opinion.

19 THE COURT: Overruled.

20 THE WITNESS: In my opinion, yes.

21 BY MS. MITCHELL:

22 Q In reviewing the A&M assessment that was  
23 done, is there anything in that assessment that you  
24 disagreed with?

25 MS. KAOUNIS: Objection. Vague. Calls for a



1 legal opinion. Calls for expert opinion. Lack of  
2 foundation.

3 THE COURT: You dropped your voice. Could you  
4 repeat that? Would you re-ask that?

5 MS. MITCHELL: Yes.

6 BY MS. MITCHELL:

7 Q In reviewing the A&M assessment that was  
8 done in this case, is there anything about that assessment  
9 that you disagreed with?

10 MS. KAOUNIS: Same objections, and I think the  
11 Court already instructed on not having the witness give an  
12 opinion about what A&M already opined on, so I'm going to  
13 renew my objections.

14 THE COURT: Overruled.

15 Do you want to answer that question?

16 THE WITNESS: I do not, but I just would  
17 rephrase that. The A&M assessment talked about the City  
18 of Los Angeles and the homeless response system as a  
19 whole, as a part of it. I would just allude to the issue  
20 is that I've said it several times in many of the hearings  
21 here before the Court, that the homeless response system  
22 that the City works with, in particular with LAHSA, that  
23 system does not function well for the City of Los Angeles.

24 In particular with the CES system, when the City  
25 of Los Angeles is producing beds, and then they are unable



1 to actually utilize those beds for the people that are  
2 experiencing homelessness in their own city, because that  
3 system is regional in nature. And so I believe, in my  
4 opinion, that the homeless response system that the city  
5 is currently under from a regional perspective does not  
6 function well for the City of Los Angeles.

7 MS. KAOUNIS: Objection. I'm going to move to  
8 strike as non-responsive.

9 BY MS. MITCHELL:

10 Q Showing you page 25 of your special master  
11 report, you recommend establishing a fiduciary monitor.  
12 Why is that?

13 MS. KAOUNIS: Objection. Calls for a legal  
14 conclusion. Relevance.

15 THE COURT: Overruled.

16 THE WITNESS: For reasons, as I stated in my  
17 report, and I'll reference you back to that, but as well,  
18 the formation of a city homeless governance structure that  
19 the CLA put together, many of the statements that are in  
20 here reflect that the City does not have the  
21 infrastructure in place to help bring together a system  
22 that would function to address the homeless response  
23 system specifically for the City of Los Angeles in regards  
24 to its programs, whether it's their outreach, whether it's  
25 their housing interventions.



1 MS. KAOUNIS: Your Honor, I'm just going to ask  
2 for a standing objection to undisclosed documents that the  
3 witness is either reading or relying on, just because a  
4 document exists online doesn't mean it's been produced in  
5 this case as evidence, and we object to it being attempted  
6 to be brought in now.

7 THE COURT: I'm going to overrule that. These  
8 are City-produced documents, but I'll give you time. In  
9 other words, if you want time for cross-examination, you  
10 can look at these documents at any time and cross-examine  
11 tomorrow.

12 BY MS. MITCHELL:

13 Q On page 27, you recommend extending the  
14 settlement agreement terms. Why is that?

15 A That was something that the Court  
16 recommended to the parties, both the City and County, at,  
17 I want to say, the April hearing.

18 Q And do you have an opinion about that as  
19 included in Exhibit 93?

20 MS. KAOUNIS: Objection. Vague. Calls for a  
21 legal opinion.

22 THE COURT: Overruled.

23 THE WITNESS: My opinion is in the report.

24 THE COURT: I'm sorry. I didn't hear you.

25 THE WITNESS: My opinion is in the report.



1 BY MS. MITCHELL:

2 Q Okay. And can you read that first  
3 paragraph under proposed extended settlement agreement  
4 terms between LA Alliance and the City?

5 A Given the City's lack of bed funding plan,  
6 thousands of beds in process since 2022, the Alvarez and  
7 Marcell assessment and the plaintiff's briefing on  
8 receivership is probable that the City will engage in  
9 discussions with the LA Alliance or take into  
10 consideration the Court's proposal for a two-year  
11 extension of the settlement agreement.

12 Q Now, you also, on page 11 and throughout  
13 Exhibit 93, you recommend the creation of a city  
14 department to manage homelessness. Why is that?

15 MS. KAOUNIS: Objection. Calls for a legal  
16 conclusion.

17 THE COURT: Overruled.

18 THE WITNESS: The various housing and homeless  
19 committee meetings and or city council meetings, various  
20 of the elected officials talked about the need to have  
21 some centralized system within the City of Los Angeles.

22 BY MS. MITCHELL:

23 Q Are you aware, as you've been watching the  
24 recent budget hearings, of whether the City is  
25 establishing a department of homelessness?



1 MS. KAOUNIS: Objection. Relevance. Vague.  
2 Hearsay.

3 THE COURT: Overruled.

4 THE WITNESS: In budget discussions, in  
5 particular, they discussed the bureau, doing a bureau of  
6 oversight within the Los Angeles Homeless Department.

7 BY MS. MITCHELL:

8 Q And that would sit underneath the LAHD,  
9 Los Angeles Housing Department; is that right?

10 MS. KAOUNIS: Objection. Lacks foundation.  
11 Relevance.

12 THE COURT: Overruled.

13 That's a yes?

14 THE WITNESS: Yes.

15 BY MS. MITCHELL:

16 Q And LAHD is the City department that has  
17 had the obligation to oversee LAHSA over the last several  
18 years; is that right?

19 MS. KAOUNIS: Objection. Relevance. Calls for  
20 a legal conclusion. Calls for expert opinion.

21 THE COURT: Overruled.

22 THE WITNESS: Per discussions and documents,  
23 yes, the Los Angeles Housing Department has been the  
24 oversight body for LAHSA's contracts.

25 MS. KAOUNIS: I'm going to move to strike as



1 non-responsive and also a hearsay.

2 BY MS. MITCHELL:

3 Q And have they done a good job of that  
4 oversight?

5 MS. KAOUNIS: Objection. Vague. Calls for an  
6 expert opinion.

7 MS. MITCHELL: I need to restate that, Counsel.

8 BY MS. MITCHELL:

9 Q To your knowledge, based on what you have  
10 seen in the Housing and Homelessness Committee meetings,  
11 as well as what was reported in the Alvarez and Marsal  
12 assessment, has Los Angeles Housing Department reported a  
13 good oversight?

14 Let me withdraw and rephrase that question.  
15 That was a terrible question.

16 Has Los Angeles Housing Department demonstrated  
17 the ability to effectively oversee LAHSA?

18 MS. KAOUNIS: Objection. Relevance.

19 THE COURT: I'll allow it if it's tied to the  
20 A&M report. I'm not going to allow that as a general  
21 opinion by the special master.

22 MS. KAOUNIS: And I also just want to, it calls  
23 for an expert opinion and it lacks foundation.

24 THE COURT: That's overruled, Counsel.

25 BY MS. MITCHELL:



1 Q So reflecting specifically the A&M  
2 assessment, did the A&M assessment reflect adequate  
3 oversight and monitoring by LAHD of LAHSA?

4 MS. KAOUNIS: Objection. Relevance. Calls for  
5 an expert opinion. And vague.

6 THE COURT: I'm going to mull that over. I'm  
7 going to sustain that at the present time. I want more  
8 time to think about that question.

9 BY MS. MITCHELL:

10 Q Referring to Exhibit 23, the independent  
11 assessment that you have reviewed, are there mentions of  
12 LAHD in this independent assessment of City-funded  
13 homelessness assistance programs?

14 MS. KAOUNIS: Objection. Vague.

15 THE COURT: The Court has already instructed  
16 that this witness wasn't going to be opining on the A&M  
17 report.

18 THE WITNESS: Let me answer the question. Yes,  
19 there is reference.

20 BY MS. MITCHELL:

21 Q And does the A&M assessment reflect that  
22 Los Angeles, well, let me ask a different question. How  
23 is Los Angeles Homelessness Department, excuse me, Los  
24 Angeles Housing Department described in terms of its  
25 oversight of LAHSA?





1 MS. KAOUNIS: Objection. Vague. Calls for  
2 expert opinion. Hearsay. Lacks foundation.

3 THE COURT: Overruled. It's foundational.

4 You can answer the question.

5 THE WITNESS: Can you restate your question?

6 BY MS. MITCHELL:

7 Q Sure. How is LAHD, Los Angeles Housing  
8 Department, described by the assessment in its oversight  
9 capabilities of LAHSA?

10 THE COURT: And would somebody give her the hard  
11 copy document so we have that assessment in front of her?

12 MS. KAOUNIS: And same objections, Your Honor.

13 THE COURT: Just a moment. First of all, we'd  
14 like to get the hard copy document in front of her. As  
15 all the other witnesses have had that.

16 Counsel, why don't you refer to her page and put  
17 up that page on the screen for a moment so we know what  
18 you're talking about.

19 MS. MITCHELL: Actually, may I have a moment,  
20 Your Honor?

21 THE COURT: Certainly.

22 MS. MITCHELL: I apologize. If I may have just  
23 one more moment, Your Honor.

24 THE COURT: Take your time.

25 BY MS. MITCHELL:



1 Q All right. I'm going to show you page 5  
2 of the A&M assessment where it identifies limited  
3 financial oversight and performance monitoring. Do you  
4 see that?

5 A Yes.

6 Q Who or what department at the City, to  
7 your knowledge, had the obligation to oversight and  
8 monitor LAHSA's performance?

9 MS. KAOUNIS: Objection. Lacks foundation.  
10 Calls for legal conclusion. Calls for expert opinion.  
11 Vague. And foundation, if I didn't say that.

12 THE COURT: Overruled.

13 You may answer the question.

14 THE WITNESS: Thank you, Your Honor. Is this on  
15 the limited financial oversight performance?

16 MS. MITCHELL: Correct.

17 THE WITNESS: Can you give me a minute to read,  
18 please?

19 MS. MITCHELL: Yes.

20 THE WITNESS: Thank you.

21 MS. MITCHELL: Of course. Take all the time you  
22 need.

23 THE WITNESS: I see LAHSA.

24 BY MS. MITCHELL:

25 Q Are you aware of what City department has



1 the obligation to oversee the financial oversight and  
2 performance monitoring of LAHSA?

3 MS. KAOUNIS: Objection. Vague. Lacks  
4 foundation.

5 THE COURT: Overruled.

6 THE WITNESS: Per City documents and City  
7 meetings, the Los Angeles Housing Department.

8 MS. MITCHELL: No further questions at this  
9 time, Your Honor.

10 THE COURT: Ms. Myers, questions?

11 MS. MYERS: Yeah. Can we take a short recess,  
12 Your Honor?

13 THE COURT: Pardon me?

14 MS. MYERS: Can we take a short recess,  
15 Your Honor?

16 THE COURT: Absolutely. What time?

17 MS. MYERS: How about 15 minutes?

18 THE COURT: 4:00 o'clock, okay?

19 MS. MYERS: That's great. Thank you,  
20 Your Honor.

21 THE COURT: right. We're going to recess until  
22 4:00 o'clock. Thank you.

23 (A recess was taken off the record.)

24 THE COURT: We're back on the record.

25 Counsel, we're back on the record.



1 And, Ms. Myers, if you'd proceed, please.

2 MS. MYERS: Thank you, Your Honor.

3 CROSS-EXAMINATION

4 BY MS. MYERS:

5 Q Shayla Myers on behalf of the Intervenor  
6 from the Legal Aid Foundation of Los Angeles. Special  
7 Master Martinez, good afternoon.

8 A Good afternoon, Counsel.

9 I just want to ask a few questions related to  
10 the reports that you submitted in this case. You've  
11 submitted two reports; correct?

12 Correct.

13 And you've submitted them publicly on the court  
14 docket in this case?

15 Correct.

16 And so both the Alliance and the City of Los  
17 Angeles have had a chance to review those reports;  
18 correct?

19 I would assume so. It was on the public docket.

20 Okay. So since they were filed in this case,  
21 then the parties received them and at least had the time  
22 and space to review them if they so choose; correct?

23 MS. KAOUNIS: Foundation.

24 THE COURT: Overruled.

25 Okay. You may answer.



1 THE WITNESS: Yes.

2 BY MS. MYERS:

3 Q And so for purposes of the direct  
4 examination from the LA Alliance, you identified Exhibit  
5 90, which is the independent monitoring report for year  
6 one; correct?

7 Correct.

8 And you submitted this report in February of  
9 2024 as it relates to 2023; correct?

10 Correct.

11 And that was your first year operating as the  
12 Special Master appointed by the Court to oversee the  
13 settlement agreement in this case; correct?

14 Yes.

15 And when I talk about the settlement agreement,  
16 I am referring specifically to the settlement agreement  
17 between the LA Alliance and the City of Los Angeles, just  
18 so the record is clear.

19 Okay. Thank you.

20 And when you submitted this report, did you  
21 receive any feedback from any of the parties in writing or  
22 otherwise related to the report?

23 I did not.

24 MS. KAOUNIS: Relevance.

25 THE COURT: Overruled.



1 THE WITNESS: I did not.

2 THE COURT: Well, just a moment. I didn't hear  
3 the answer.

4 THE WITNESS: No.

5 BY MS. MYERS:

6 Q I'm going to show you page 9. Give me one  
7 second. Okay. So I'm going to put this in front of you.  
8 It's on page 9. And I'm going to just point to the second  
9 paragraph here. And the second paragraph states that, I  
10 must caution the City that many of the new housing  
11 solutions in 2023 that are part of the Inside Safe program  
12 will not be counted towards the settlement agreement  
13 because these housing solutions will not be occupiable  
14 after 2027; correct?

15 MS. KAOUNIS: Objection. Foundation.

16 THE WITNESS: Yes.

17 MS. MYERS: And you included --

18 THE COURT: Counsel, just a moment.

19 MS. MYERS: Sure.

20 THE COURT: Overruled.

21 And your answer was "yes"?

22 THE WITNESS: Yes.

23 BY MS. MYERS:

24 Q Okay. And do you remember writing this  
25 section of the report?



1 Yes.

2 And why did you include this specific section in  
3 the report?

4 There was various --

5 MS. KAOUNIS: Objection. Calls for a legal  
6 conclusion. Calls for expert opinion.

7 THE COURT: Overruled.

8 THE WITNESS: There were various discussions in  
9 the Housing and Homeless Committee back then and as well  
10 in the council meetings as it pertains to these particular  
11 beds and as well as the CAO mentioned prior to  
12 conversations were being had because this program was  
13 fairly new. They didn't know if these beds would, you  
14 know, surpass, you know, they were very temporary in  
15 nature. They didn't know how long they would last.

16 MS. KAOUNIS: Objection. Move to strike CSI.

17 BY MS. MYERS:

18 Q And so in 2020, in 2023, when you were,  
19 for purposes of this monitoring agreement, there was the  
20 creation of the Inside Safe program and the addition of  
21 hotel and motel rooms as part of that program. Correct?

22 MS. KAOUNIS: Objection. Foundation.

23 THE COURT: Overruled.

24 THE WITNESS: Yes.

25 BY MS. MYERS:



1 Q And it are those hotel and motel rooms,  
2 the new housing solutions that you're referring to in this  
3 report in a sentence I just read.

4 MS. KAOUNIS: Objection. Foundation.

5 THE COURT: Overruled.

6 THE WITNESS: At the time there weren't any of  
7 those um, Inside Safe beds that are in the 2025 report.  
8 The beds that were, it was a hotel, the Mayfair when they  
9 purchased.

10 BY MS. MYERS:

11 Q So it, so then it's your -- this section  
12 refers only to the Mayfair, or does it refer to the, all  
13 of the hotel and motel rooms in the Inside Safe program?

14 A The beds.

15 MS. KAOUNIS: Objection. Misstates the  
16 document.

17 THE COURT: Overruled.

18 Can you answer the question?

19 THE WITNESS: Yes. All the beds.

20 BY MS. MYERS:

21 Q Okay. So it was your position in 2023  
22 that the beds in the Inside Safe program would not count  
23 towards the LA Alliance settlement because the beds would  
24 not be occupiable after July of 2027; is that correct?

25 MS. KAOUNIS: Objection. Calls for expert





1 opinion. Relevance. Foundation.

2 THE COURT: Overruled.

3 THE WITNESS: For my interpretation and  
4 understanding watching the housing and homeless committee  
5 meeting and hearing statements from the CAO, yes.

6 MS. MYERS: And so that was also --

7 MS. KAOUNIS: Moved to strike as hearsay and  
8 legal conclusion.

9 BY MS. MYERS:

10 Q And so you included this in your report  
11 because it was part of the conversations that were  
12 happening amongst the city council members specifically  
13 related to those beds; correct?

14 MS. KAOUNIS: Objection. Hearsay. Relevance.

15 THE COURT: Overruled.

16 THE WITNESS: That is a true statement.

17 BY MS. MYERS:

18 Q Did anyone from the City raise any  
19 concerns about your representation about what was  
20 happening within the City as stated in your report?

21 MS. KAOUNIS: Objection. Vague. Relevance.  
22 Asked and answered.

23 THE COURT: Overruled.

24 THE WITNESS: Not to my recollection.

25 BY MS. MYERS:



1 Q Okay. So this, this section of this  
2 report that said that the beds for purposes of Inside Safe  
3 would not count towards the LA Alliance went unremarked  
4 upon by the City of Los Angeles; correct?

5 MS. KAOUNIS: Objection. Vague. Relevance.  
6 Hearsay. Calls for speculation.

7 THE WITNESS: My recollection.

8 THE COURT: Overruled.

9 You may answer the question. Can you just  
10 repeat your answer?

11 THE WITNESS: That is correct.

12 THE COURT: Okay. Thank you.

13 BY MS. MYERS:

14 Q Okay. Thank you. And that remains the  
15 position of the City of Los Angeles as far as you  
16 understood until the last quarterly report; correct?

17 MS. KAOUNIS: Objection. Vague. Speculation.  
18 Lacks foundation. Calls for expert opinion. Relevance.

19 THE COURT: Overruled.

20 THE WITNESS: In my prior statement as I you  
21 know, the only bed plan that the City has presented to the  
22 Court and to the, all the parties is the one I stand  
23 because the other one was withdrawn.

24 BY MS. MYERS:

25 Q So those Inside Safe beds were not part of



1 that bed plan. And obviously you know, the City has the  
2 opportunity to bring in new beds online. but it's my  
3 understanding that these specific beds that we're speaking  
4 about an Inside Safe at no given time were there any  
5 discussions with the City as it pertains to these specific  
6 beds?

7 MS. KAOUNIS: Move to strike for lack of  
8 foundation.

9 BY MS. MYERS:

10 Q And do you know if the beds that were  
11 counted in the most recent quarterly report related to  
12 Inside Safe are beds that were part of the City's  
13 representation that those beds would not count towards the  
14 LA Alliance settlement agreement?

15 MS. KAOUNIS: Objection. Vague. Calls for a  
16 legal conclusion. Speculation.

17 THE COURT: Overruled.

18 THE WITNESS: For my recollection in prior  
19 homeless and housing committee meetings and obviously  
20 council meetings, yes.

21 MS. KAOUNIS: Move to strike, hearsay.

22 BY MS. MYERS:

23 Q So you also submitted a independent  
24 monitoring report for the settlement agreement for the  
25 year that just ended December 31st, 2024; correct?



1 A Yes.

2 THE COURT: I was waiting for objection.

3 BY MS. MYERS:

4 Q Sorry. And that would be Exhibit 93; is  
5 that correct?

6 A Yes.

7 Q Okay. And is that the exhibit that's in  
8 front of you right now?

9 A Yes.

10 Q Okay. Okay. And so I'm going to show you  
11 page 19 and specifically I'm going to show you the  
12 starting with the line independent verification of the  
13 City's quarterly reports.

14 Q So independent verification of the City's  
15 quarterly reports for 2024 have revealed numerical  
16 inconsistency in reported beds, units open and beds in  
17 progress and process across multiple council districts.  
18 so I'm going to have you restate that for sure,  
19 Your Honor. actually special master Martinez, but the  
20 section that I just read, you wanted to read that for the  
21 record.

22 A Independent verification. Is that what --

23 Q Yeah.

24 A Independent verification of the City's  
25 quarterly reports for 2024 has revealed numerical



1 inconsistencies in reported beds, units opened and beds in  
2 process across multiple council districts. These  
3 miscalculations underscore serious concerns about data  
4 integrity in the milestones tracking from LAHSA.

5 Q Thank you. And is this, is this a state,  
6 does this statement reflect something that you observed as  
7 the monitor in this case?

8 MS. KAOUNIS: Objection. Calls for speculation.

9 THE COURT: Overruled.

10 THE WITNESS: In my understanding of how the  
11 City receives its data from LAHSA, yes.

12 BY MS. MYERS:

13 Q Okay. And so you were, you identified as  
14 part of your independent monitoring. You identified  
15 numerical inconsistencies in reported beds and units  
16 opened.

17 MS. KAOUNIS: Objection. Relevance. Calls for  
18 legal conclusion. Calls for expert opinion. Per what was  
19 reported in quarterly reports.

20 THE COURT: Overruled.

21 THE WITNESS: Yes.

22 BY MS. MYERS:

23 Q Okay. And that you, you also identified  
24 some inconsistencies in the numerical inconsistencies and  
25 beds in process.



1 THE COURT: Just restate that. Okay. Way too  
2 quick though.

3 BY MS. MYERS:

4 Q And you also identified numerical  
5 inconsistencies in beds in process across multiple council  
6 districts. Correct?

7 MS. KAOUNIS: Objection. Lacks foundation.  
8 Calls for expert opinion. Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: Yes.

11 BY MS. MYERS:

12 Q Per the documents that were submitted by  
13 the City. Do you know if the well, I'll withdraw that.  
14 And you previously testified as, as your role, within your  
15 role as the special monitor or the special master with the  
16 case, with this case that you often do spot checks related  
17 to the, the beds and the units. Correct?

18 MS. KAOUNIS: Objection. Vague.

19 BY MS. MYERS:

20 Q And that as part of that monitoring that  
21 you identified 20 sites that were not identified in the  
22 RMS and HMIS databases. Correct?

23 A yes. In my submission to LAHSA to ensure  
24 that I would be able to get access with those service  
25 providers, you know, permanent supportive housing, which



1 is the majority of the interventions for the LA Alliance  
2 agreement. I cannot just walk into somebody's unit. You  
3 need to have permission by the service providers. And  
4 that was the reason why I contacted LAHSA so that they can  
5 contact the service providers to let them know that I  
6 would be visiting those sites.

7 Q And that's how you identified this, this  
8 mismatch between the two?

9 A Correct. Through communication with  
10 LAHSA.

11 MS. KAOUNIS: Objection. Misstates prior  
12 testimony. Vague.

13 THE COURT: And, and you -- Both of you. We  
14 need you to slow down. Thank you. And hold on. Re-ask  
15 the question.

16 BY MS. MYERS:

17 Q And that is how you identified the  
18 discrepancies in the data related to RMS and HMIS.  
19 Correct?

20 MS. KAOUNIS: Just a moment. Objection. Vague.  
21 Misstates prior testimony.

22 THE COURT: Overruled.

23 You may answer the question.

24 THE WITNESS: Yes. Per my communication with  
25 LAHSA.



1 BY MS. MYERS:

2 Q Thank you. And you notified the City  
3 about these discrepancies by CCing the city attorneys  
4 assigned to this case; correct?

5 MS. KAOUNIS: Objection. Vague.

6 THE COURT: Overruled.

7 You may answer the question.

8 THE WITNESS: Yes, when I originally actually  
9 CCed the LA Alliance as well, and the attorneys, informing  
10 them that I was going to do spot checks. And I had to  
11 communicate because LAHSA only responded to me as the  
12 special master and took the parties off. And so I had to  
13 go back and forth so I could understand that there could  
14 have been some confusion with the parties because LAHSA  
15 removed them from the email communications.

16 BY MS. MYERS:

17 Q LAHSA removed who?

18 A The City of Los Angeles and the LA  
19 Alliance.

20 Q And ultimately the parties were made aware  
21 of this issue through the communications with you and  
22 LAHSA; correct?

23 MS. KAOUNIS: Objection. Vague. Foundation.

24 THE COURT: Overruled.

25 THE WITNESS: Yes.





1 BY MS. MYERS:

2 Q And when did these communications occur?

3 A In early May.

4 Q Okay. As part of your role as the special  
5 master, you've also spent time monitoring encampment  
6 resolutions; is that correct?

7 A Yes.

8 Q And as part of your role of monitoring  
9 encampment resolutions, what kinds of operations have you  
10 been monitoring?

11 MS. KAOUNIS: Objection. Vague.

12 THE COURT: Overruled.

13 THE WITNESS: I've been to CARE and CARE Plus  
14 operations.

15 BY MS. MYERS:

16 Q And what is your understanding of what a  
17 CARE and CARE Plus operation is?

18 MS. KAOUNIS: Objection. Foundation.

19 THE COURT: Overruled.

20 THE WITNESS: It's my understanding that these  
21 are one, for public health, but have been utilized to  
22 remove encampments, RVs, makeshifts, so forth, and to  
23 clean those areas. But with the understanding that  
24 outreach and other services are being provided and there's  
25 the HET teams that are with LAHSA that, when I've been at



1 those sites, they've been present to offer housing.

2 BY MS. MYERS:

3 Q The HET teams have been present during the  
4 CARE Plus operations?

5 A And some where I've been, and then there's  
6 been others where they have been there and have had no  
7 beds to offer.

8 Q Have you been to CARE Plus operations  
9 where there were no outreach teams present?

10 A Yes.

11 MS. KAOUNIS: Objection. I'm going to move to  
12 strike the last as lacks foundation. And also, hearsay.

13 BY MS. MYERS:

14 Q As part of your monitoring of encampment  
15 resolutions, have you also been to any Inside Safe  
16 operations?

17 A Yes.

18 Q What, can you tell us which Inside Safe  
19 operations you've been to?

20 A Specific locations off the top of my head.  
21 I've been, I can tell you some of the council districts,  
22 CD1, CD4.

23 Q What informed your decision to go to CARE  
24 and CARE Plus operations as part of your monitoring of the  
25 encampment resolution plan?



1 MS. KAOUNIS: Objection. Vague.

2 THE COURT: Overruled.

3 THE WITNESS: Those were the programs that were  
4 being utilized for the encampment engagement and  
5 resolutions under the LA Alliance Agreement.

6 BY MS. MYERS:

7 Q And where did you, understanding that  
8 that's why you were going, how did you come upon the  
9 knowledge that CARE and CARE Plus operations were being  
10 used by the City to count towards the encampment  
11 resolution plan?

12 MS. KAOUNIS: Objection. Vague. Calls for a  
13 legal conclusion. Calls for expert opinion.

14 THE COURT: Overruled.

15 THE WITNESS: The City stated, though, that here  
16 in court and in other city council meetings and the  
17 homeless and housing committee meetings.

18 BY MS. MYERS:

19 Q So the City represented that it was using  
20 CARE and CARE Plus operations for part of its encampment  
21 resolution plan?

22 A Yes.

23 Q Okay. And how do you decide which CARE  
24 and CARE Plus operations to monitor?

25 A So the original ones that I've attended, I



1 continue to go because there's an understanding that those  
2 encampments can repopulate because there is no ability for  
3 the City to keep those clean all the time because those  
4 that are unhoused can come back. And in particular, one  
5 great example is Skid Row. On a weekly basis, they're  
6 having to move their belongings for it to be clean, and  
7 then they can come back.

8 Q And that's actually a feature of the CARE  
9 Plus operations -- Right? -- is that individuals have to  
10 move their belongings, but then they can come right back  
11 to the location; correct?

12 MS. KAOUNIS: Objection. Vague. Foundation.

13 THE COURT: Overruled.

14 THE WITNESS: That is correct.

15 BY MS. MYERS:

16 Q And when you go out to CARE Plus  
17 operations, how do you know that a CARE Plus operation is  
18 happening in that location?

19 A Well, you have various teams. You know,  
20 beyond the sanitation, there are other various teams that  
21 are coming up to pick up, whether it's law enforcement,  
22 whether it's these other teams that are coming to pick up  
23 the tonnage of waste.

24 Q I'm going to show you what I've marked as  
25 Exhibit 305. This is the City of Los Angeles CARE Plus



1 Cleaning and Rapid Engagement Schedule. Have you ever  
2 seen a schedule like this?

3 A Yes.

4 Q Do you rely on these schedules to  
5 determine when to go out to CARE and CARE Plus operations?

6 A When I first started, yes, but, you know,  
7 because they're per district and, you know, there's  
8 continuous locations where there's just continual problems  
9 and people come back, and so they kind of go to the same  
10 spots and locations, unless they're counseled because  
11 somebody from the overall CARE Plus team was unable to  
12 show up for whatever reason.

13 Q Okay. How did you, when you went out to  
14 the CARE Plus operations, relying on these schedules, how  
15 did you get the schedules? How were they provided to you?

16 MS. KAOUNIS: Objection. Foundation.

17 THE COURT: Overruled.

18 THE WITNESS: Originally, I would ask, I think a  
19 couple times I asked the city attorney's office, and then  
20 I would then, again, as I mentioned, I would continuously  
21 go to those locations, or when I'm out in the field and I  
22 would see all the various, you know, city staff.

23 It's a pretty big deal. It's a tremendous  
24 amount of manpower that is out there, so you know  
25 something is going on, and so because a lot of times in



1 council districts, whether they happen or not happen, you  
2 know, it's kind of difficult to wait because you have to  
3 wait a day before, before the schedule is made public, and  
4 so I just made it upon my own schedule when I'm out there  
5 to go to those certain locations where I know typically  
6 they may be there.

7 BY MS. MYERS:

8 Q So you've been going to the same locations  
9 to monitor the CARE Plus cleanups?

10 A For the most part, yes.

11 MS. KAOUNIS: Objection. Misstates prior  
12 testimony.

13 BY MS. MYERS:

14 Q And have you been keeping a running log of  
15 the CARE and CARE Plus operations that you've monitored?

16 A For my records, yes.

17 Q And the City and Mr. Szabo testified that  
18 the City of Los Angeles counts the removal of tents,  
19 makeshift shelters, and vehicles from the public right-of-  
20 way for purposes of encampment reductions; correct?

21 MS. KAOUNIS: Objection. Foundation. Misstates  
22 testimony. Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: That was my understanding.

25 BY MS. MYERS:



1 Q Do you know if any of the CARE Plus  
2 cleanups that you monitored resulted in any of the tents,  
3 makeshift shelters, or vehicles that the City counted  
4 towards the encampment reduction plan?

5 MS. KAOUNIS: Objection. Foundation.  
6 Relevance. Calls for speculation. Calls for legal  
7 opinion.

8 THE COURT: Overruled.

9 You can answer the question, please?

10 THE WITNESS: I did not ask the staff. They do  
11 use GIS in the sanitation, but I've never really spoken  
12 directly to them and asked if they were counting those  
13 towards. So no, I wouldn't be able to tell you, no.

14 BY MS. MYERS:

15 Q Has the City provided you any of the data  
16 that the CAO's office uses for verification of the removal  
17 of tents, makeshift shelters, or vehicles?

18 MS. KAOUNIS: Objection. Foundation.  
19 Relevance. Calls for a legal conclusion.

20 THE COURT: Overruled.

21 THE WITNESS: No, just based on what I gather  
22 and what he presents to the Homeless and Housing  
23 Committee.

24 THE COURT: And just for the record, he refers  
25 to Mr. Szabo?



1 THE WITNESS: Mr. Szabo or his staff, yes.

2 Okay. The CAO's office.

3 BY MS. MYERS:

4 Q And when you say what they present to the  
5 Homeless and Housing, has the CAO's office presented on  
6 the encampment reduction plan and the removal of tents,  
7 makeshift shelters, and vehicles? Have they presented on  
8 that data to the Homeless and Housing Committee?

9 MS. KAOUNIS: Objection. Relevance.  
10 Foundation.

11 THE COURT: Overruled.

12 THE WITNESS: I don't think in detail, but they  
13 do provide reports, and there is obviously the  
14 documentation of the LA Alliance settlement and where  
15 they're currently at per the quarter.

16 There's an example here of the Alliance  
17 settlement agreement progress of March 31st, 2024, and  
18 funding recommendations. So these are the reports that  
19 the CAO provides in regards to the LA Alliance settlement  
20 agreement.

21 MS. KAOUNIS: Your Honor, again, I'm going to  
22 make a request for the record that we get copies of all  
23 the documents that are being read by the witness. It's  
24 inherently unfair for her to be testifying from documents  
25 we haven't seen before. I understand that they're





1 supposed to be City documents, but this is the first time  
2 we're hearing about them.

3 BY MS. MYERS:

4 Q Just for purposes of that and so that we  
5 have a clear record, if we're going to get the documents,  
6 Special Master Martinez, can you identify the document  
7 that you're referring to?

8 A Yes. It is CAO file 0220-05151, and it's  
9 the reference Alliance settlement agreement. The subject  
10 is Alliance settlement agreement progress of March 31st,  
11 2024, and funding recommendations for future permanent  
12 supportive housing master leasing. Here's the reference  
13 of the encampment.

14 Q And can you just tell us for the record  
15 where you got that document, where that document could be  
16 located?

17 A Yes, on the City's website, on the  
18 clerk's.

19 Q That Clerk Connect?

20 A Yeah, that is Clerk Connect.

21 Q Do you have the specific, just for ease  
22 for all of the parties, do you have the specific council  
23 file that it's filed in?

24 A Yes, council file 231022.

25 MS. KAOUNIS: Your Honor, again, for the record,



1 my objection stands. There's thousands of documents on  
2 the City's website and the various council files. We  
3 would like copies of this so that we can question the  
4 witness tomorrow.

5 THE COURT: And I appreciate that. Just making  
6 a record so it's easy when we go back and we get the  
7 documents, we know what Ms. Martinez is referring to.

8 BY MS. MYERS:

9 Q So I'm going to show you what was  
10 previously marked as the intervener's Exhibit Number 302,  
11 which is document 892-2. It's page 10 of that. And this  
12 is the recently filed encampment resolution data. Is this  
13 the type of data that you were just referring to that was  
14 presented to the City Council Homelessness and Housing  
15 Committee?

16 MS. KAOUNIS: Objection. Vague. Foundation.  
17 Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: Yes.

20 BY MS. MYERS:

21 Q Okay. So beyond this data that you found  
22 in the council file and that also was filed with the court  
23 as part of the City's quarterly report, have you received  
24 any other information from the City of Los Angeles related  
25 to what the City counts for purposes of the reduction of



1 tents, makeshift shelters, and vehicles?

2 MS. KAOUNIS: Objection. Foundation. Calls for  
3 expert opinion. And calls for legal conclusion.

4 THE COURT: Overruled.

5 THE WITNESS: This is the only documentation  
6 which is just numbers.

7 BY MS. MYERS:

8 Q Okay. Have you asked the City of Los  
9 Angeles to verify whether any of the CARE Plus cleanups  
10 that you observed resulted in the removal of tents,  
11 makeshift shelters, or vehicles that were counted towards  
12 the LA Alliance encampment resolution data?

13 MS. KAOUNIS: Objection. Vague. Calls for  
14 expert opinion. Calls for legal conclusion. Relevance.

15 THE COURT: Overruled.

16 THE WITNESS: May I answer?

17 THE COURT: Yes.

18 THE WITNESS: Over this past year, I have not  
19 because of issues that come before the Court over  
20 interpretation, so no. That is something that the Court  
21 has full authority, and so my job is just to monitor based  
22 on what they say that they're going to produce as it  
23 pertains to their goals that they submitted their  
24 milestones of the 9,800 per quarter, per council district.

25 BY MS. MYERS:



1 Q And the dispute that you're referring to  
2 that's in front of the Court, that's the dispute about  
3 whether a tent removed from the public right-of-way counts  
4 or it relates to a person being permanently housed. Is  
5 that the dispute you're referring to?

6 MS. KAOUNIS: Objection. Vague. Calls for  
7 legal conclusion. Calls for expert opinion. Foundation.

8 THE COURT: Overruled.

9 THE WITNESS: Yes.

10 BY MS. MYERS:

11 Q In your monitoring of the settlement  
12 agreement, and specifically the encampment reduction plan  
13 or encampment resolution plan, has the City provided you,  
14 let me back up, used the term makeshift? What does the  
15 term makeshift mean to you?

16 MS. KAOUNIS: Objection. Relevance. Calls for  
17 expert opinion. Calls for legal conclusion. Foundation.

18 THE COURT: Overruled.

19 THE WITNESS: In my opinion, a homemade  
20 structure.

21 MS. KAOUNIS: Objection.

22 BY MS. MYERS:

23 Q Is it what is also referred to for  
24 purposes of these proceedings as a makeshift shelter?

25 MS. KAOUNIS: Objection. Same objections.



1 THE COURT: I'm going to have you repeat the  
2 question.

3 MS. MYERS: Sure.

4 BY MS. MYERS:

5 Q You said makeshift. For purposes of the  
6 City's report, they referred to as a makeshift shelter.  
7 When you use the term makeshift, is that shorthand for  
8 makeshift shelter?

9 MS. KAOUNIS: Objection. Calls for legal  
10 conclusion. Calls for expert opinion. Relevance. Lacks  
11 foundation.

12 THE COURT: Overruled.

13 THE WITNESS: Is it shorthand for?

14 MS. MYERS: Makeshift shelter.

15 MS. MYERS: Makeshift shelter being?

16 THE WITNESS: A homemade structure.

17 MS. MYERS: Your Honor, the term makeshift is  
18 sometimes used by folks, as opposed to makeshift shelter.  
19 Just clarifying for the record that when we talk about  
20 makeshift, we're referring to makeshift shelter. You can  
21 answer that question.

22 THE WITNESS: Yes.

23 THE COURT: Okay. Just a moment. I didn't hear  
24 the answer, though. I'm sorry.

25 THE WITNESS: Yes.



1 THE COURT: Okay. Yes. Okay.

2 BY MS. MYERS:

3 Q And so what is your understanding of what  
4 constitutes a makeshift shelter?

5 MS. KAOUNIS: Objection. Calls for legal  
6 conclusion. Relevance.

7 THE COURT: Overruled.

8 THE WITNESS: A structure that an unhoused  
9 person is putting together to, that they seem is their  
10 personal belongings and it's their home?

11 BY MS. MYERS:

12 Q Has the City ever provided you a  
13 definition for makeshift shelter that they are using for  
14 purposes of reporting their compliance with the L.A.  
15 Alliance Encampment Reduction Plan?

16 MS. KAOUNIS: Calls for a legal conclusion.  
17 Vague. Foundation.

18 THE COURT: Overruled.

19 THE WITNESS: It's my understanding that the  
20 parties agreed to utilizing the LAHSA definition.

21 BY MS. MYERS:

22 Q And that was the definition of tents,  
23 makeshift shelters, and RVs for purposes of encampments;  
24 correct?

25 MS. KAOUNIS: Objection. Calls for legal



1 conclusion. Relevance. Lacks foundation.

2 THE COURT: Overruled.

3 THE WITNESS: Yes.

4 BY MS. MYERS:

5 Q Okay. And so just focusing solely on  
6 makeshift shelter, there has previously been testimony  
7 that there is a definition that the City uses for purposes  
8 of determining what constitutes a makeshift shelter. Has  
9 the City ever provided you with that definition of what  
10 they consider a makeshift shelter to be?

11 MS. KAOUNIS: Objection. Misstates testimony.  
12 Foundation. Calls for a legal conclusion.

13 THE COURT: Overruled.

14 THE WITNESS: In my recollection, no, they have  
15 not provided anything. Mr. Szabo testified that the  
16 vehicle portion of the Encampment Reduction Plan counts  
17 vehicles that are seized by the City and impounded during  
18 RV operations.

19 BY MS. MYERS:

20 Q Have you ever been to an RV operation?

21 MS. KAOUNIS: Objection. Misstates prior  
22 testimony. Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: Yes. In CD3.

25 BY MS. MYERS:



1 Q When did you go to the RV operation in  
2 CD3?

3 A Sometime last year. I don't recall the  
4 date, but that is, I don't recall the date.

5 Q And how did you become aware of the RV  
6 operation?

7 A I was invited by the CD3 staff.

8 Q Okay. And are you aware how many vehicles  
9 were seized and impounded during the RV operation?

10 MS. KAOUNIS: Objection. Calls for a legal  
11 conclusion. Relevance.

12 THE COURT: Overruled.

13 THE WITNESS: At that specific site, I think  
14 there was only one.

15 BY MS. MYERS:

16 Q You think there was only one vehicle that  
17 was seized and impounded?

18 A Yes.

19 Q Do you know if, for purposes of the LA  
20 Alliance reporting related to the Encampment Resolution  
21 data, whether that RV was counted towards the Encampment  
22 Resolution data submitted by the City?

23 MS. KAOUNIS: Objection. Lacks Foundation.  
24 Calls for a legal conclusion.

25 THE COURT: Overruled.





1 THE WITNESS: No, that's not a question that I  
2 asked the CD3 staff or the staff that were in charge.

3 BY MS. MYERS:

4 Q Has the City provided you any  
5 documentation related to RV operations that are the data  
6 from which has been included in the Encampment Resolution  
7 data submitted to the Court?

8 MS. KAOUNIS: Objection. Vague. Lacks  
9 foundation. Calls for expert opinion. Calls for a legal  
10 conclusion.

11 THE COURT: Overruled.

12 You may answer.

13 THE WITNESS: The only thing that's provided is  
14 this document that highlights whether there are makeshift  
15 shelters and vehicles on the right-of-way. That's pretty  
16 much the only documentation I'm aware of.

17 BY MS. MYERS:

18 Q Okay. And so has the City provided you  
19 the locations of the RV operations so you could monitor  
20 them?

21 THE COURT: Was that an objection?

22 You may answer.

23 THE WITNESS: No.

24 MS. MYERS: Okay. No further questions at this  
25 time. Thank you, Your Honor.



1 THE COURT: Okay. And on behalf of the City.

2 MS. KAOUNIS: Sorry, Your Honor. I didn't hear  
3 that.

4 MS. MYERS: Sorry, Your Honor. I made some  
5 racket related to this, and I think the courtroom missed  
6 your last comment. Apologies.

7 THE COURT: Gibson, Dunn for in the City,  
8 please. Unless you need a recess. Would you like a  
9 recess?

10 MS. KAOUNIS: I'm fine.

11 THE COURT: Okay. Thank you.

12 MS. KAOUNIS: Your Honor, thank you. I'm fine  
13 with the caveat that we'll be resuming tomorrow with the  
14 documents that were not provided to us.

15 THE COURT: I couldn't hear you.

16 MS. KAOUNIS: I'm fine with the caveat that  
17 we'll be resuming tomorrow with the documents that were  
18 not previously provided.

19 THE COURT: We could take a break now if you  
20 want to wait for cross-examination and get those documents  
21 to you now. But it's a huge stack. There's no way we'll  
22 be able to get them.

23 MS. KAOUNIS: That's okay.

24 THE COURT: In other words, instead of you  
25 starting across now, if you want to examine those



1 documents overnight, you're more than welcome to.

2 MS. KAOUNIS: Well, I would, if it's okay.

3 THE COURT: It's okay. I would prefer to start.

4 I'll leave that to you, whatever you're comfortable with.

5 And see what we can get accomplished.

6 MS. KAOUNIS: But let me confer with my team.

7 What are you most comfortable with?

8 THE COURT: Okay. Now, as far as documents,  
9 she's not going to Xerox them. You're going to give them  
10 the data so that both parties can track.

11 THE WITNESS: I can give them the council file,  
12 yes.

13 THE COURT: And they're on a public website. So  
14 we'll give you the data, how to find them, okay?

15 THE WITNESS: Just for the record, I wasn't  
16 aware that as a special master, I had to provide any  
17 exhibits or evidence. It's my role to have these  
18 documents, to watch these council meetings. And so I just  
19 wanted to state that for the record. I did not know that  
20 I had to provide exhibits for the work that I do.

21 THE COURT: Counsel, would you mind taking your  
22 laptop?

23 MS. MYERS: I don't need it.

24 THE COURT: And for the record, I don't think  
25 that's how we've ever operated before. So we were under



1 the same understanding, special master. I'm not sure that  
2 this is a requirement.

3 First of all, you're saying that these are  
4 public documents. Also, that you viewed various council  
5 meetings that could be reproduced. Just a matter of time.  
6 So why don't we take that time this evening?

7 CROSS-EXAMINATION

8 BY MS. KAOUNIS:

9 Q You read the Alliance settlement  
10 agreement; correct?

11 A Yes.

12 Q And that agreement sets forth the City's  
13 obligations to the Alliance in this matter; correct?

14 A Yes.

15 Q And you're aware that under Section 2 of  
16 the settlement agreement, the City has five years to  
17 complete its obligations; right?

18 MS. MITCHELL: Objection. It misstates the  
19 document. The document speaks for itself. It also calls  
20 for a legal conclusion.

21 THE COURT: Overruled.

22 THE WITNESS: Yes, per the agreement.

23 BY MS. KAOUNIS:

24 Q And nothing in your report changes that;  
25 correct?



1 A Yes.

2 Q Do you have a LinkedIn profile?

3 A I do.

4 MS. KAOUNIS: Okay. I'm going to mark as  
5 Exhibit 220 the LinkedIn profile of Michele Martinez.  
6 I'll provide a hard copy to counsel that we pulled off of  
7 LinkedIn.

8 May I approach, Your Honor?

9 THE COURT: You may.

10 MS. KAOUNIS: Thank you.

11 BY MS. KAOUNIS:

12 Q Go ahead and take a moment to review that  
13 and let us know if that looks familiar.

14 A Yes.

15 Q Does this look like your LinkedIn profile?

16 A Yes.

17 Q Did you put this together?

18 A I did.

19 Q And to the best of your understanding,  
20 it's true and accurate?

21 A Yeah, when I put it up, things have  
22 changed.

23 Q You have no reason to believe that it is  
24 inaccurate; correct?

25 A No.



1 Q Okay. And if you turn to page 5, you'll  
2 see your education.

3 A Yes.

4 Q And it says you went to Cal State  
5 Fullerton for a bachelor's in criminal justice.

6 A That is correct.

7 Q Okay. And was that a degree you received?

8 A Yes.

9 Q Okay. And there's also an entry for the  
10 Institute of Integrative Nutrition; is that right?

11 A Yes.

12 Q And you received a certificate there?

13 A Yes.

14 Q And there was a certificate of completion  
15 for the Harvard Kennedy School Executive Education;  
16 correct?

17 A Yes.

18 Q And then also you went to Santa Ana  
19 College Associate of Arts, which you received as well;  
20 correct?

21 A Yes.

22 Q Okay. Did you go to law school?

23 A I did not.

24 Q And did you take any special monitor  
25 training in connection with your work in this matter?



1 A I didn't know it was a prerequisite.

2 MS. MITCHELL: Objection. Relevance.

3 Foundation.

4 THE COURT: Overruled.

5 May I have an answer?

6 THE WITNESS: At the Court of Counsel, is there  
7 such a thing?

8 MS. KAOUNIS: I'm asking. I don't know. I'm  
9 asking.

10 THE WITNESS: I just said that I didn't know  
11 there was a prerequisite.

12 THE COURT: Just a moment between the two of  
13 you. And your question is?

14 MS. KAOUNIS: Did you take any special monitor  
15 training in connection with your work in this matter?

16 THE COURT: You can ask the question.

17 THE WITNESS: I didn't know that there was a  
18 prerequisite for that.

19 BY MS. KAOUNIS:

20 Q So I take it the answer is no.

21 A I stand by my statement.

22 Q Your first report was introduced  
23 previously. Did anyone assist you in writing that report?

24 A No.

25 Q And did anyone assist you in writing your



1 second report?

2 A No.

3 Q Okay. You say in your first report, as a  
4 special master slash monitor, my primary role is to  
5 evaluate the City's compliance with the stipulations  
6 outlined in the L.A. Alliance for Human Rights versus  
7 City of Los Angeles Agreement. Correct?

8 A And which report are you referring to?

9 Q That's your first, and I'm happy to refer  
10 you to it. I have it here.

11 A Yes.

12 Q Okay. Your primary role is to evaluate  
13 the City's compliance with the settlement agreement;  
14 right?

15 A Correct.

16 Q You're not evaluating the Alliance's  
17 compliance with the settlement agreement; right?

18 A Okay. Whatever is in the agreement?

19 Q Are you looking at the Alliance's  
20 compliance with the agreement?

21 A Yes. Mm-hmm.

22 Q You are? And is there anything in your  
23 report that addresses the Alliance's compliance with the  
24 agreement?

25 A The settlement agreement?





1 Q Mm-hmm.

2 THE COURT: If you're speaking to the settlement  
3 agreement, if you can rephrase your question, because I  
4 think you're implying the L.A. Alliance, specifically,  
5 and not the agreement with the L.A. Alliance and human  
6 rights. So I'm trying to get some clarification. You can  
7 restate your question.

8 BY MS. KAOUNIS:

9 Q I'm sorry if it was unclear. You are not  
10 evaluating the L.A. Alliance's compliance with the  
11 settlement agreement; correct?

12 A I can't answer that question. If you're  
13 asking -- the City is the one that the compliance is with  
14 the City of Los Angeles, not with the L.A. Alliance.

15 Q Okay. And you're not assessing whether  
16 the Alliance acted in good faith at any point during the  
17 performance of the settlement agreement; right?

18 A That's not my role.

19 Q And under the plain terms of the agreement  
20 with the City, that's not what you were asked to do;  
21 right?

22 A That's not my role.

23 Q Your authority was delineated by the  
24 parties' agreement; is that fair?

25 A Yes.



1 Q And it's your job to evaluate compliance  
2 with the agreement as written; right?

3 A Yes.

4 Q And you likewise abide by the terms of  
5 your engagement letter as written; correct?

6 A Yes.

7 Q And you're not exercising any equitable  
8 discretion in order to interpret the contract; correct?

9 MS. MITCHELL: Objection. Vague.

10 THE COURT: Do you understand the question?

11 THE WITNESS: Can you restate?

12 BY MS. KAOUNIS:

13 Q Are you sitting as an equitable decider in  
14 this matter, deciding what is equitable and what is not  
15 equitable as to the parties?

16 MS. MITCHELL: Objection. Vague.

17 THE COURT: Do you understand the question?

18 THE WITNESS: Yes. My job is to be objective.

19 BY MS. KAOUNIS:

20 Q So you're only assessing compliance with  
21 the actual terms of the agreement and not what is  
22 equitable as between the parties; correct?

23 MS. MITCHELL: Objection. Vague.

24 THE COURT: Overruled.

25 THE WITNESS: Yes.



1 THE COURT: But do you understand the question?

2 THE WITNESS: I'll state my job is to be  
3 objective based on the compliances of this agreement.

4 THE COURT: I'm sorry. I didn't hear that last  
5 part. Forgive me.

6 THE WITNESS: My job is to be objective based on  
7 what's in this agreement.

8 BY MS. KAOUNIS:

9 Q Okay. And to the best of your  
10 understanding, you are not giving an equitable opinion as  
11 to the fairness of either party's actions or the terms of  
12 the agreement; correct?

13 MS. MITCHELL: Objection. Vague as to  
14 "equitable" in this context.

15 THE COURT: Overruled.

16 THE WITNESS: As I said in my last statement,  
17 I'm being objective. I'm not sure I understand it.

18 THE COURT: But if you understand the question,  
19 you can answer it.

20 THE WITNESS: I stand by my prior response.

21 BY MS. KAOUNIS:

22 Q In determining whether one party breaches  
23 this agreement, the settlement agreement, you're not  
24 assessing what is fair; correct?

25 A I'm assessing what's in the agreement.



1 Q And you wouldn't expect anybody else to  
2 assess what is fair. You expect that you would be bound  
3 by the terms of the agreement that you're interpreting;  
4 correct?

5 MS. MITCHELL: Objection. Compound. Vague.  
6 Ambiguous.

7 THE COURT: Overruled.

8 THE WITNESS: That's not my role.

9 BY MS. KAOUNIS:

10 Q Do you have any understanding of what  
11 equitable means in this settlement agreement?

12 A Where in the agreement does it say  
13 equitable?

14 Q We'll get to that.

15 A Thank you.

16 Q I'll put a pause on it. There are no  
17 specific professional guidelines, as far as you're aware,  
18 that govern the writing of your report; correct?

19 A Can you restate your question?

20 Q There are no specific guidelines, like  
21 auditor guidelines, that govern the writing of your  
22 report; correct?

23 A Well, it's really up to the Court to make  
24 that decision.

25 Q But to your knowledge, you're not abiding



1 by any sort of auditor guidelines or anything of that  
2 nature; correct?

3 A What do you mean by auditing guidelines?

4 Q Well, for example, you're aware of the A&M  
5 report; right?

6 A I am.

7 Q And you're aware that there was a  
8 discussion in the prior testimony about whether it was an  
9 audit or whether it was an assessment; correct?

10 A Yes.

11 Q And my partner pointed out that there are  
12 certain guidelines associated with an audit that were not  
13 necessarily part of the report. Do you recall that back  
14 and forth?

15 A Yes.

16 Q Okay. So what I'm just trying to  
17 understand is, as far as you're aware, there are no  
18 specific guidelines that govern the writing of your  
19 report.

20 A General accounting standards, is that what  
21 you're pertaining to? The GASB? Is that what you're  
22 pertaining to?

23 Q Any. It could be accounting, it could be  
24 judicial, as far as you're aware.

25 A No.



1 Q Okay. You're not stating in the report  
2 that you're following any specific guidelines; right?

3 A No.

4 Q You're not a member of the State Bar;  
5 correct?

6 A No.

7 Q And you, to the best of your  
8 understanding, owe no fiduciary duty to either one of the  
9 parties; correct?

10 A Correct.

11 Q And you're not purporting to give an  
12 expert opinion; correct?

13 A Can you define what expert means in this  
14 instance?

15 Q To your knowledge, have you been qualified  
16 under the federal rules as an expert to testify?

17 A No.

18 Q Okay. You did not take any oath before  
19 this Court; correct?

20 A I do today.

21 Q Other than the oath to testify, you did  
22 not take any oath in regards to your report; correct?

23 A Correct.

24 Q And you didn't make any ethics disclosures  
25 in relation to either one of your reports; correct?



1 A Can you repeat that?

2 Q You didn't make any ethics disclosures in  
3 connection with either one of your reports?

4 A I didn't hear that last part. I'm sorry.

5 Q You didn't make any ethics disclosures in  
6 connection with either one of your reports?

7 MS. MITCHELL: Objection. Vague. Ambiguous.

8 THE COURT: You can answer that question.

9 THE WITNESS: I'm not sure what this line of  
10 questioning pertains to. I wasn't aware that I had to  
11 submit. The Court never informed me that I had to submit  
12 any kind of ethics standards or the parties. So I'm just  
13 trying to understand what your line of questioning is.

14 BY MS. KAOUNIS:

15 Q Okay. In your first report, you thanked  
16 the city staff and elected officials for being open to  
17 communication and feedback on the status of the settlement  
18 agreement during year one. Do you recall that?

19 A Yes.

20 Q Okay. And you also noted in your report  
21 that as of September 30th, 2023, the City has made  
22 significant strides in opening 2,347 beds or units. Do  
23 you recall that?

24 A Yes.

25 Q And you observed that this accomplishment



1 was commendable; right?

2 A Yes.

3 Q And you noted that the landscape of  
4 compliance activities in the 2022-23 period has been  
5 significantly shaped by a myriad of challenges and  
6 advancements; right? Sorry, and advancements; right?

7 A If that's what it says in my report, yes.

8 Q And you explained that the City  
9 encountered unprecedented obstacles leading up to the  
10 final quarter report of 2022; right?

11 A If that's what's in my report, yes.

12 Q And those unprecedented obstacles included  
13 unanticipated changes in the makeup and leadership of the  
14 city council; correct?

15 MS. MITCHELL: Objection, Your Honor. If the  
16 witness is being asked about a specific document, I'd ask  
17 that the specific document be handed to her or shown to  
18 her.

19 MS. KAOUNIS: I believe she has a copy.

20 THE WITNESS: I have both copies.

21 MS. KAOUNIS: Yeah, and she said previously she  
22 knows what's in her report.

23 THE WITNESS: Yes.

24 BY MS. KAOUNIS:

25 Q And those, just to be clear, those





1       unprecedented obstacles included unanticipated changes in  
2       the makeup and leadership of the city council; correct?

3               A       If that's in my report, yes.

4               Q       And another unprecedented obstacle was the  
5       fact that there was an election underway; right?

6               A       Yes.

7               Q       And you observed that these shifts  
8       prompted the Alliance and the City to agree to an  
9       extension to establish encampment reductions and plans by  
10      council district and citywide in 2023; right?

11              A       Yes.

12              Q       And you applauded the City for its  
13      achievements in the initial year of the settlement; right?

14              A       Yes.

15              Q       And you noted that with the Inside Safe  
16      program, the City has actively pursued a comprehensive  
17      citywide plan to boost street engagement; correct?

18              A       Yes.

19              Q       And you stated that you were encouraged by  
20      the efforts made thus far and the strides that they, the  
21      City, continue to make to meet the terms of the agreement;  
22      right?

23              A       Yes, the elected body has been working  
24      really hard, yes.

25              Q       And you believe the City is firmly



1 committed to advancing efforts in addressing street  
2 homelessness for all individuals in L.A.; correct?

3 A I believe so, yes.

4 Q You're aware that there are some errors in  
5 your first report; right?

6 A Yes.

7 Q Okay. You stated --

8 A I am human.

9 Q I'm sorry?

10 A I am human. We all are. Right, exactly.

11 Q You stated in your first report that the  
12 City's compliance with the settlement hinges significantly  
13 on the availability and efficient use of shelters and  
14 alternative housing options; right?

15 A Yes.

16 Q But you're aware that the City cannot  
17 force someone to accept a bed; correct?

18 A Yes.

19 Q And for that reason, the settlement  
20 doesn't require unhoused persons to use beds that are made  
21 available by the City; correct?

22 A Yes, but it could offer shelter.

23 Q The settlement could not compel unhoused  
24 persons to use available beds; correct?

25 A Can you restate that?



1 Q The settlement cannot compel unhoused  
2 persons to use available beds. But it could offer, yes.  
3 So it wouldn't be accurate to assess -- Well, it would not  
4 be an accurate assessment under the settlement agreement  
5 to count the usage of beds when the settlement doesn't  
6 require such usage; right?

7 A Can you help me understand where you're  
8 getting that from? Can you pinpoint where in the  
9 settlement agreement?

10 Q Well, let's go to your report first, and I  
11 can give you the reference to your report, and you can  
12 look at the language.

13 A Okay. Great. Okay. Thank you.

14 Q So it's Exhibit 90, and it's page 20. The  
15 top paragraph, and we can pull it up. And you see it's  
16 the second-to-last sentence in that paragraph. It says,  
17 the City's compliance with the settlement hinges  
18 significantly on the availability and efficient use of  
19 shelters and alternative --

20 A What page number, ma'am?

21 Q Oh, I'm sorry. Yeah. It is page 20 of  
22 the filed document.

23 A For the first report; correct?

24 Q Yes.

25 A And what paragraph did you say?



1 Q I believe it's the first paragraph on the  
2 page, and it's the penultimate, the second-to-last  
3 sentence, the City's compliance.

4 A Okay. Yeah. Okay.

5 Q Okay. You see that?

6 A Yes.

7 Q So it would not be an accurate assessment  
8 under the settlement agreements to count the usage of beds  
9 when the settlement does not require such usage; correct?

10 A Well, in the core of the report, it also  
11 mentions how many PEH is being served, so what does that  
12 mean?

13 Q May I have an answer to my question,  
14 please?

15 A People experiencing homelessness, how many  
16 of those are being served by the beds that are being  
17 created? That is my interpretation.

18 Q But you understand that the City cannot  
19 compel unhoused people.

20 A I understand they can't compel, but they  
21 can offer.

22 Q Right. So when you're assessing usage,  
23 that is not an accurate assessment of what is actually  
24 required by the settlement, because the settlement does  
25 not require people to use the beds; correct?



1 MS. MITCHELL: Objection. Misstates the record.  
2 Calls for a legal conclusion.

3 THE COURT: Do you understand the question?

4 THE WITNESS: Yes. In my opinion, when beds are  
5 offered, most people will take those beds, so they are  
6 being utilized.

7 BY MS. KAOUNIS:

8 Q When you say most people?

9 A Most unhoused people. In my experience  
10 that I've been out on the street, when offered a bed and  
11 it's available, they will take it.

12 Q Do you have any empirical data to  
13 substantiate the assertion that 51 percent of people, when  
14 offered a bed, would take a bed?

15 MS. MITCHELL: Objection. Misstates the  
16 testimony.

17 THE COURT: Can you answer the question?

18 THE WITNESS: In my experience, in my personal  
19 experience as a former elected official, I observed it,  
20 and in my role being out there in the field, I've  
21 experienced that as well.

22 BY MS. KAOUNIS:

23 Q So just to be clear, you have no empirical  
24 data to support the assertion that most people would  
25 accept a bed?



1 MS. MITCHELL: Objection. Vague as to  
2 "empirical data."

3 THE COURT: If you understand the question, you  
4 can answer it.

5 THE WITNESS: I don't understand the question.  
6 BY MS. KAOUNIS:

7 Q You're aware of the bed acceptance rates  
8 with respect to various programs in Los Angeles County;  
9 correct?

10 A Yes.

11 Q And what are those rates?

12 A I have the reference document if you allow  
13 me to.

14 Q Sure.

15 A Okay. I only have the number of sites and  
16 beds and rooms that are available for interim housing. So  
17 I was looking for my other document from LAHSA that I  
18 don't have handy with me. But I do have one document  
19 where it lists the city's housing availability.

20 Q Would you read the title of the document  
21 for the record?

22 A Yes, it is. Actually, this is a letter  
23 from Councilwoman Monica Rodriguez. It was submitted to  
24 the Court on March 14, 2024. And she attached a document  
25 from February 15, 2024. There is no council file. It was



1 a homeless strategy committee from Matt Szabo, city's  
2 homeless outreach and city-wide outreach matrix that  
3 provides the homeless budget housing interventions and  
4 services and the housing availability.

5 Q Okay. And just to be clear for the  
6 record, your review of the material while you were on the  
7 stand here does not reflect a percentage of homeless  
8 persons who accepted shelter after an offer was made.

9 A Not the document that I don't have with me  
10 yet. Okay. It's on my phone.

11 Q I'm sorry. Go ahead. I didn't mean to  
12 interrupt you.

13 A Go ahead. It's fine.

14 Q Okay. You recognize that there's a  
15 difference between an offer and use; correct?

16 A Yes.

17 Q Okay. And you're not aware of anything in  
18 the Alliance settlement that says a bed is only available  
19 if it is accepted by an unhoused person; correct?

20 A Can you restate your question?

21 Q Sure. You're not aware of anything in the  
22 Alliance agreement that says a bed is only considered  
23 available if it is actually accepted by a homeless person;  
24 correct?

25 A And the agreement only speaks about a new



1 bed being produced by the City.

2 Q Okay. You're not aware of anything in the  
3 Alliance agreement that says Inside Safe beds do not count  
4 toward the bed count; correct?

5 A That's a true statement.

6 Q Okay. And you're not aware of anything in  
7 the settlement agreement that says there must be a new bed  
8 plan proposed at any time during the term of the  
9 agreement; correct?

10 A No, it's not in the agreement.

11 Q You're not a party to the roadmap  
12 agreement; correct?

13 A No.

14 Q Okay. And to your knowledge, the county  
15 has not declared any breach under that agreement; correct?

16 A To my knowledge, no.

17 Q Let's turn to your second report, if we  
18 can. For the record, that's Exhibit 93. You have that in  
19 front of you?

20 A Yes.

21 Q Okay. You state that the report serves as  
22 a structured proposal to assist city leaders in  
23 envisioning an independent governance model aimed at  
24 improving funding transparency, integrating housing and  
25 services, enhancing provider accountability, and promoting





1 sustainable housing placements; correct?

2 A Yes, that's what it says in my report.

3 Q The report's a proposal; correct?

4 A It's a recommendation.

5 THE COURT: Would you put that up on the screen  
6 as well?

7 MS. KAOUNIS: Oh sure, of course.

8 THE COURT: Thank you.

9 BY MS. KAOUNIS:

10 Q My apologies. That's on page 6, first  
11 paragraph. And this uses the language structured  
12 proposal; correct?

13 A Yes, but in the form of a recommendation.

14 Q And the City did not engage you to  
15 envision an independent governance model; correct?

16 A No.

17 Q And your agreement for special master  
18 services doesn't say that you were hired to provide a  
19 structured proposal for independent governance model;  
20 correct?

21 A That is true.

22 Q And the settlement agreement between  
23 Alliance and the City also does not use that language;  
24 correct?

25 A True, but I could provide recommendations



1 as a special master.

2 Q And you were engaged, you say your report  
3 says you were engaged to facilitate development of the  
4 dispute resolution process referenced in paragraph 6 of  
5 the settlement agreement; correct?

6 A Yes, but I'm not going to speak to that  
7 because the City of Los Angeles never entertained or  
8 provided information beyond just the initial document of  
9 the dispute resolution process. It was created by the  
10 parties.

11 MS. KAOUNIS: Okay. I'm going to move to strike  
12 everything after yes is not responsive.

13 MS. MITCHELL: And of course we would object to  
14 that, Your Honor.

15 BY MS. KAOUNIS:

16 Q Okay. And you were also engaged to  
17 oversee and serve as the arbiter of a dispute resolution  
18 process; correct?

19 A If that's what it says in my report, the  
20 report or the agreement, yes.

21 Q Okay. To your knowledge the word  
22 transparency does not appear in the settlement agreement;  
23 correct?

24 A To my understanding, but I would have to  
25 read it again. You know, I don't read it every single



1 day.

2 Q I'm happy to have you do that if you if  
3 you would like.

4 A Take some time to read it if you guys want  
5 to bear with me. I would defer to the Court if the Court  
6 would -- I skimmed through it. I don't see the word  
7 transparency.

8 Q And you also referenced in your second  
9 report the term integrated health services. You can see  
10 that up on the screen. Sorry, integrating housing and  
11 services. Do you see that?

12 A Yes.

13 Q Okay. The settlement doesn't say anything  
14 about new beds either; correct?

15 A In the settlement agreement, the word new  
16 is in there, yes.

17 Q Could you point me to where you're  
18 looking? For the record, you're looking at Exhibit 25?  
19 429-1; right?

20 A Yes. Yeah, I don't see "new." I see  
21 "create."

22 Q Okay. And your 2025 report stated that to  
23 correct systemic inefficiencies, the City must establish  
24 an independent governance department focused on  
25 performance-driven homelessness response strategies. Do



1       you recall that?

2                   A       Yes.

3                   Q       There's no contractual agreement between  
4       the City and Alliance to correct systemic deficiencies;  
5       correct?

6                   A       In the agreement, yes.

7                   MS. MITCHELL: Objection. Calls for a legal  
8       conclusion. And misstates the document.

9                   THE COURT: Overruled.

10                  THE WITNESS: That is correct. It is not in the  
11       agreement.

12       BY MS. KAOUNIS:

13                  Q       Okay. And your report also says the  
14       formation of a dedicated department to manage homelessness  
15       and the exploration of a transition to an independent  
16       continuum of care are steps that are essential for meeting  
17       obligations under the settlement agreement; correct?

18                  A       Yes.

19                  Q       And you're aware that there's no  
20       contractual agreement between the City and Alliance to  
21       form a dedicated department to manage homelessness;  
22       correct?

23                  A       Well, the City is in conversations of  
24       doing that and that's the document that I shared earlier  
25       with you, the formation of a city homeless government



1 structure that a motion was made by Councilwoman Monica  
2 Rodriguez and why this document was produced by the chief  
3 legislative officer.

4 Q I just want to make sure though that my  
5 question was clear for the record. You're not aware of  
6 any contractual agreement between the City and the  
7 Alliance to form a dedicated department to manage  
8 homelessness; correct?

9 A It's not in the agreement.

10 Q And your report says Los Angeles can  
11 fundamentally transform its approach to homelessness,  
12 ensuring every individual receives the necessary support  
13 and resources; right?

14 A It's in the report.

15 Q Okay. But again you are aware that the  
16 City cannot compel any single individual to accept  
17 necessary support and services that he or she may need;  
18 correct?

19 A Yes, it could offer.

20 Q So the City has not agreed in the  
21 settlement agreement to ensure that every individual  
22 actually receives the necessary support and resources as  
23 hard as it may try; correct?

24 A Are you asking if that's in the agreement?

25 Q Yes.



1 A Correct.

2 Q And you explained that the A&M assessment  
3 identified potential non-compliance; correct?

4 A Correct.

5 Q You didn't use the unqualified phrase non-  
6 compliance though; correct?

7 A And what --

8 Q This is on page 9 of your report.

9 A And what section?

10 THE COURT: Counsel, if also all of you agree to  
11 some time that we break then so you can get these  
12 documents from the special master tonight. Because at  
13 6:00 o'clock, the doors close. So if you want those  
14 documents, I would suggest that you choose a time to give  
15 all of us time because it's 6:00 o'clock. Okay. Let's  
16 finish with this question. No, you take the time. I'm  
17 just saying at 6:00 o'clock you may be out in the street  
18 trying to get documents.

19 It wouldn't be the first time.

20 BY MS. KAOUNIS:

21 Q Okay. So on the page 9, the penultimate  
22 paragraph, second to last, you'll see it says, there we  
23 go, it refers to in the second to last sentence, in  
24 addition over 500 million administered throughout LAHSA  
25 could not be definitively verified in terms of specific



1 services and the reported creation of open beds,  
2 highlighting potential non-compliance and mismanagement;  
3 correct?

4 A That is correct.

5 MS. KAOUNIS: Your Honor, if we need to break to  
6 get the documents, it makes sense to go ahead and do that  
7 now. This is a good stopping point.

8 THE COURT: That's up to each of you. You  
9 decide. I don't know the number you're requesting.

10 THE WITNESS: Your Honor, I have a question. I  
11 don't know this is precedented or not. I guess if the  
12 Court is asking me to produce these documents --

13 THE COURT: You're not going to produce them.  
14 You're going to simply tell them the public website to  
15 make it easier for them to get them. So the City has  
16 these in their possession. I assume that the public  
17 documents can have it. It'll just save time.

18 THE WITNESS: It's on the City Clerk Connect.  
19 It's on the City Clerk Connect. Perhaps identification  
20 either by title or council file number.

21 THE COURT: I imagine this may be a small  
22 portion of what she's looked at. These came off of City  
23 Connect; correct?

24 THE WITNESS: Yes.

25 THE COURT: Okay. So the idea would be that



1 someone is going to give a list of the title of the  
2 documents in that specific file, such that they can be  
3 sufficiently identified for Ms. Kiwanis to be able to get  
4 them. I have no concern about doing that, but I imagine  
5 that this is a small portion. In other words, as this  
6 continues on, I envision you're going to be subject to a  
7 lot more documentation that she's looked at.

8 THE WITNESS: It's hundreds of documents,  
9 hundreds of council meetings, hundreds of homeless and --

10 THE COURT: I would suggest to save all of your  
11 time that we go through the examination and then we take a  
12 break and those documents you're concerned about or the  
13 source of those documents, then we get those before we  
14 redirect and recross. Because otherwise, I know that  
15 there are hundreds of documents out there, Counsel. Take  
16 your time with that.

17 I think otherwise, I may just put you back with  
18 CityNet or Connect. Those are your own documents. I  
19 think it's not fair for you to flounder through hundreds  
20 of documents, even if they are your own documents, but I'm  
21 just quite certain that there's hundreds and hundreds of  
22 documents she's looked at, Counsel.

23 MS. MITCHELL: I agree, Your Honor. I'm from  
24 the Alliance perspective --

25 THE COURT: Hold on. Let the City have a





1 conference amongst themselves.

2 MS. MITCHELL: If I'm understanding the Court,  
3 and correct me if I'm wrong, what I'm hearing the Court  
4 say is that there are potentially hundreds of documents.  
5 Time out.

6 THE COURT: There may be, Counsel. I don't  
7 know.

8 MS. MITCHELL: Okay. And so what I would  
9 propose in order to move the proceedings forward is for us  
10 to agree that the special master can provide us maybe a  
11 list of the documents.

12 THE COURT: Counsel, I'm not going to do that.  
13 You can go through your examination, then I'll take a  
14 break if there's a concern about a particular area, and as  
15 a courtesy, we'll get those to you, but we're not going to  
16 make a list, Counsel.

17 MS. MITCHELL: Your Honor, may I be heard on  
18 this issue?

19 THE COURT: Please.

20 MS. MITCHELL: This case has been pending for  
21 five years. Special Master Martinez has been involved in  
22 this case for five years. There have probably been  
23 thousands of documents. There's at least a thousand  
24 filings on the docket, and so, you know, these are all  
25 documents that we're certainly aware of, and I think that



1 it would be a little ridiculous at this point to try to  
2 have Special Master Martinez identify the hundreds or  
3 thousands of documents that she's reviewed in coming to  
4 these conclusions.

5 THE COURT: I do too, Counsel. You're going to  
6 continue on with your questions. At the end of your  
7 questions, then let's have a conference between all  
8 parties before we cross and redirect and see what  
9 documents are needed. So your next question, please. We  
10 can do that.

11 MS. KAOUNIS: I just, I do want to note for the  
12 record, it sounds like counsel does not know which  
13 documents are at issue either.

14 THE COURT: So let's continue with your report.  
15 You've got counsel people aware of these? You've got  
16 agencies aware of these?

17 MS. KAOUNIS: Your Honor, the difficulty we're  
18 having is that there are no citations in the report, and  
19 so we're being asked to cross-examine a witness in an  
20 evidentiary hearing where the City is being threatened  
21 with receivership, and we're not able to effectively  
22 cross-examine a witness who's presented --

23 THE COURT: That's why we're going to take a  
24 break after your examination. Okay. Try to get the  
25 documents you need, okay?



1 BY MS. KAOUNIS:

2 Q I'll at least refer you to them. So let's  
3 go to page 10 of your second report, if we could. And for  
4 the record, that's Exhibit 93. You explained that a key  
5 finding of the A&M assessment was a lack of real-time  
6 monitoring. Do you recall that?

7 A Where in the A&M assessment, or my report?

8 Q I'm sorry, it was your report, the second  
9 report. Okay. So that's Exhibit 93, and that was page  
10 10, fourth bullet.

11 THE COURT: And would you put that up on the  
12 screen, please?

13 MS. KAOUNIS: Yes, per statements on council  
14 meetings, per elected officials, and LAHSA, and staff, in  
15 this court, and to me, and hearing, there is no real-time  
16 monitoring. The only real-time monitoring that has  
17 happened, has happened with the controller, that when he  
18 did his Pathways Homeless audit. Okay. You're aware --

19 THE COURT: Just a moment, could you please put  
20 that up on the screen? I think the issue is we're not  
21 seeing it up on our -- Great, thank you very much,  
22 appreciate it.

23 MS. KAOUNIS: You're aware that real-time  
24 monitoring of unhoused persons is not a requirement of the  
25 settlement agreement; correct?



1 THE WITNESS: Yeah, but that is something that  
2 the elected body has asked for in Homeless and Housing  
3 Committee meetings, and as of recent, if I can get to this  
4 document, and they speak to it, it is the recent  
5 assessment on outreach, and maybe it's right here, yes,  
6 here it is, dated April 22nd, council file 231182,  
7 Homeless Outreach Inventories and Needs Assessment Report.

8 MS. KAOUNIS: I'm going to move to strike  
9 everything after yes is non-responsive.

10 BY MS. KAOUNIS:

11 Q You're not an elected official; correct?

12 A I am not.

13 Q And you're not charged with carrying out  
14 the policies of the elected officials as articulated in  
15 any council meetings; correct?

16 A I am not.

17 Q It would be incorrect to suggest that  
18 that's what the purpose of your report was; correct?

19 A Can you repeat that?

20 Q It would be incorrect to suggest that that  
21 is what the purpose of your report was meant to be;  
22 correct?

23 A I don't understand your question.

24 Q It would be incorrect to suggest that the  
25 parties engaged you to carry out the policy decisions of



1 the council members of Los Angeles; correct?

2 A Yeah, that is not, yes.

3 Q You also note in your second report that  
4 several projects may not be completed by June 13th, 2027,  
5 raising concerns about potential last-minute compliance  
6 risks; correct?

7 A Yeah, per Matt Szabo's report, he mentions  
8 that there are three permanent supportive housing in the  
9 tune of over 135 units may not come to fruition and he  
10 will make the City Council aware as time progresses and  
11 that is the document that was provided on May 31st, 2024,  
12 council file 23-1011.

13 Q Okay. And you would agree though that the  
14 City's deadline for compliance with the settlement  
15 agreement is June 13th, 2027; right?

16 A Yes.

17 MS. MITCHELL: Objection. Misstates the  
18 document.

19 BY MS. KAOUNIS:

20 Q And you state that the City's current  
21 argument that bed creation is non-binding appears  
22 inconsistent with the terms of the settlement agreement  
23 and then you say the settlement agreement was ratified  
24 with enforceable housing mandates reinforcing compliance  
25 expectations. Do you recall that?



1 A Yes.

2 Q And you -- and I apologize for the record,  
3 Your Honor, I did say June 13th, it was June 14th. My  
4 apologies and clarify the record. The settlement  
5 agreement does not actually state, well let me strike  
6 that. You're not offering opinions on how to interpret  
7 the language in the settlement agreement; correct?

8 A I am not.

9 Q And you're not giving a legal opinion on  
10 what the settlement agreement requires; correct?

11 A I am not. I'm not an attorney.

12 Q And so we can agree that you weren't asked  
13 to render any legal opinions in this case; correct?

14 A That is correct.

15 Q And you would also agree that it would not  
16 be appropriate for you to attempt to render any legal  
17 opinions in this case.

18 A I'm not an attorney and I don't wish to  
19 be. Not after these proceedings, boy.

20 Q But the answer to my question would be  
21 yes; is that right?

22 A Yes.

23 Q When the report says the City's current  
24 argument is that bed creation is non-binding, the report  
25 doesn't cite to any source where the City actually makes



1 that argument; right?

2 A Can you repeat that?

3 Q When your report says the City's current  
4 argument is that bed creation is non-binding, the report  
5 doesn't cite to any source where the City actually makes  
6 that argument; right?

7 A No, but it is in one of their motions in  
8 response to the Alliance. I would have to go into my  
9 files. I only brought a couple. You know, most of it,  
10 you know, I'm in the generation that does everything on a  
11 cell phone. I did this just for purposes because I knew I  
12 couldn't bring my cell phone up here. But I have  
13 thousands of documents on my cell phone.

14 Q You understand the difference between a  
15 goal and a milestone; correct?

16 A Yes.

17 Q Okay. A goal is what you're trying to  
18 achieve according to a schedule, perhaps?

19 A That's my understanding.

20 Q And a milestone is a means of tracking  
21 progress towards that goal?

22 A They're like benchmarks.

23 Q And you understand that what the City has  
24 actually said is that the terms of the settlement  
25 agreement are binding, while the milestones are non-



1 binding, aspirational steps toward compliance with those  
2 terms.

3 MS. MITCHELL: Objection. Misstates the City's  
4 prior position and also misstates Matt Szabo's testimony.

5 MS. KAOUNIS: Can you pinpoint me to where that  
6 says that in the --

7 THE COURT: In abundance of caution, I'm going  
8 to overrule the objection. I'm not sure what that, in my  
9 memory, was concerning Mr. Szabo. So you can ask the  
10 question.

11 BY MS. KAOUNIS:

12 Q Can you help pinpoint where you're  
13 stating, where you're getting that information in the  
14 agreement?

15 A Well, I'm not referring to the agreements.

16 Q I just wanted to know your understanding.  
17 So is it your understanding that the City has said that  
18 the terms of the settlement agreement are binding, while  
19 milestones are aspirational steps towards compliance?

20 A You just articulated earlier that I'm not  
21 an attorney. So yeah, if you're asking for my opinion or  
22 interpretation --

23 Q I'm only asking for your understanding.

24 A My understanding, which is, is it my  
25 opinion?





1 Q It's your understanding of the City's  
2 position, that's all. If you don't have an understanding,  
3 that's fine.

4 A I just want to make sure I understand.

5 MS. MITCHELL: Lacks foundation, calls for  
6 speculation,

7 THE WITNESS: Your Honor, I don't understand.

8 THE COURT: Okay. Well let's move on.

9 BY MS. KAOUNIS:

10 Q The City must provide housing and shelter  
11 solutions to achieve -- Your report says the City must  
12 provide housing solutions to achieve the statutory  
13 threshold of 60 percent of unsheltered city shelter  
14 appropriate persons; correct?

15 A Yes.

16 Q But the settlement agreement doesn't  
17 require the City to actually house 60 percent of  
18 unsheltered city shelter appropriate people; correct?

19 A If you give me a minute to read the  
20 section of where it speaks about that, it says the City  
21 agrees to create required number of housing or shelter  
22 solutions which is equal to but in the City's discretion  
23 may be greater than the shelter and housing capacity  
24 needed to accommodate 60 percent of the unsheltered city  
25 shelter appropriate P.E.H. within the City based on



1 losses 2022 point-in-time count.

2 Q Right, so the agreement does not require  
3 the City to actually house 60 percent of unsheltered city  
4 shelter appropriate persons; correct?

5 A It says accommodate.

6 Q You want to read that again? And please  
7 for the record if you could tell us what line you're  
8 reading.

9 A It's section, it's page 5, number 3, 3.1  
10 starting at number 2. The City agrees to create a  
11 required number of housing or shelter solutions which is  
12 equal to but in the City's discretion may be greater than  
13 the shelter and or housing capacity needed to accommodate  
14 60 percent of the unsheltered city appropriate P.E.H.  
15 within the City's based on losses 2022 point-in-time  
16 count.

17 Q And capacity, just to be clear, doesn't  
18 mean actually being filled; correct? It means having the  
19 ability to fill; right?

20 A Yes.

21 Q On page 17 of your report you provide a  
22 series of recommendations to the Court and to the City;  
23 right?

24 A In the new report?

25 Q Yes, in the second report, which is



1 Exhibit 93.

2 A Yes.

3 Q And if we look at the third bullet under  
4 recommendations for the Court there is a reference to  
5 occupancy standards; correct?

6 A Yes.

7 Q And to your knowledge the term occupancy  
8 standard is not defined in the report; correct? I mean in  
9 the settlement agreement; correct?

10 A Yes.

11 Q In the Alliance settlement agreement;  
12 right? And there's no definition provided in your report  
13 either; correct?

14 A No.

15 Q And there's no identification of a source  
16 of these supposed occupancy standards in your report;  
17 correct?

18 A Correct.

19 Q And you would agree that there's no place  
20 in the settlement agreement, well strike that, you can't  
21 point me to anything in the settlement agreement, strike  
22 that. On the next bullet on page 17 you recommend  
23 strengthening service coordination to ensure shelter  
24 expansion aligns with wraparound services preventing gaps  
25 in mental health and substance use support from the County



1 of LA; right?

2 A Yes.

3 Q And the report goes on to say that this  
4 means if these services are not being provided the City  
5 must notify the court in writing; correct?

6 THE COURT: Could you turn to that page so it's  
7 up on the screen?

8 MS. KAOUNIS: Oh, I apologize, it's page 17.  
9 Did I not say it?

10 Q For the record. And it's strengthening  
11 service, do you see that?

12 A Yes, with the caveat that we've, for the  
13 past year, we've had discussions with the county and City  
14 and regarding to, regarding to referrals and, you know,  
15 our learnings and observation sessions and conversations  
16 have been based on this specific issue where the City and  
17 many of the elected body have stated time and time again  
18 in housing and homeless committee meetings or council  
19 meetings that the county is not providing the services.  
20 Okay. I'm going to move.

21 Q You're aware that the City is not required  
22 to provide the wraparound services under the settlement  
23 agreement?

24 A That's correct.

25 Q In fact, wraparound services are



1 specifically identified as a county obligation under the  
2 settlement agreement; right?

3 A Yes.

4 Q There's also a reference on the same page  
5 17 to reporting differences that you suggest should be  
6 addressed by May 30th, 2025. Do you see that?

7 A Yes.

8 Q There's no reference in the report to what  
9 those specific reporting differences are; right?

10 A Yes.

11 Q And then page 18, the last full sentence  
12 the report says, according to docket 874, removals under  
13 CARE, CARE plus programs, do not meet settlement  
14 compliance requirements unless documentation of housing  
15 placements is provided; correct?

16 A I'm going to go on to say that the Court  
17 still must agree and I make that statement in my report  
18 that this is an ongoing conversation and discussion and  
19 really up to the Court's jurisdiction and authority on  
20 what this definition is going to be.

21 Q Okay. But you would agree that that  
22 language doesn't appear in the settlement agreement;  
23 right?

24 A Yes.

25 MS. KAOUNIS: Okay. Your Honor, I think we're



1 probably at a good stopping point. Can we have 15 minutes  
2 before the court closes so we can resume in the morning?

3 THE COURT: Do you want to take a break now?

4 MR. SCOLNICK: Sure, I think that makes sense.

5 THE COURT: Okay. Do you want to --

6 MR. SCOLNICK: No. Your Honor, sorry, before we  
7 go off the record --

8 THE COURT: We're not going off the record.

9 MR. SCOLNICK: Okay. Sorry.

10 THE COURT: And we're not going to have a  
11 conversation off the record, so what did you want to say?

12 MR. SCOLNICK: I just wanted to report the  
13 party's agreement on briefing for the final briefing.

14 THE COURT: Your party's agreement may or may  
15 not meet with my consent, so --

16 MR. SCOLNICK: We can agree and then you can  
17 tell us if you --

18 THE COURT: Welcome to working this weekend.  
19 Okay. Now, what would you like this evening so we  
20 accommodate both sides here?

21 MS. KAOUNIS: What would I like to see?

22 THE COURT: Yeah, what do you need for tomorrow  
23 if you're proceeding tomorrow?

24 MS. KAOUNIS: Well, I'll continue with my  
25 examination. I don't know, Your Honor, what has been



1       relied on, so it's a little bit of a difficult question  
2       for me to answer. I'm happy to confer with the other  
3       side.

4               THE COURT: So far, if there's a document that's  
5       been referred to, I want you to have that available.

6               Also, I know that you're coming in rather late,  
7       but so many of these documents have been shared for so  
8       long with so many parties that I think the City in total  
9       is responsible for the preparedness, but I understand your  
10      position. So I'd like to get those documents to you that  
11      you referred to thus far, but I'm not going to have a  
12      wholesale list of a thousand documents prepared. Okay.

13              Now, the counsel wants to talk to you, so we'll  
14      go over to our conference for a moment. And we have 15  
15      more minutes, Counsel, otherwise this is going to get  
16      exchanged outside the courthouse in the front steps,  
17      apparently.

18              Now, let me also ask Counsel, after the Special  
19      Master testifies, who's left to testify? Don't catch each  
20      by surprise by saying, argue the matter, and we work out a  
21      time frame.

22              MS. MITCHELL: Your Honor, subject to the  
23      introduction of the exhibits, which we're still working  
24      on, we've also submitted a request for judicial notice for  
25      the public documents. We're resting.



1 THE COURT: What are your thoughts, just so we  
2 have some planning, and I don't catch folks by surprise?

3 MR. MCRAE: Your Honor, we have not, because we  
4 didn't know when their case was going to rest, we will  
5 confer as to whether or not we will be putting on any  
6 witnesses in our case.

7 THE COURT: You will be prepared to discuss that  
8 with the Court. Then be prepared to argue tomorrow. Now,  
9 that doesn't mean you're, how is he, that doesn't mean  
10 you're arguing tomorrow.

11 MR. MCRAE: Understood, Your Honor.

12 THE COURT: You're leaving me kind of in a  
13 vacuum, and guess what? They're going to vacate this  
14 court on Thursday. We don't have this court. So once  
15 again, we're going through the court system someplace,  
16 trying to find a court. So hopefully we can get it done  
17 tomorrow, but if not, now how long would you like to argue  
18 on each side? An hour?

19 MR. UMHOFFER: We propose, I believe, 45 minutes  
20 each side.

21 THE COURT: That sounds like an hour and a half.

22 I'm just joking. Now, why don't you two meet  
23 and confer with something fair, just walk towards each  
24 other now, as if this case is allegedly concluded, and  
25 come up with a time frame, and I'll probably adopt it.





1 MS. MITCHELL: We have an agreement, Your Honor.  
2 Yeah, Your Honor. Each party will get 45 minutes, and  
3 then the plaintiff will get 10 minutes for rebuttal, as  
4 the party who bears the burden.

5 THE COURT: Why don't you give yourselves a  
6 little bit more time, just in case, for goodness sake.  
7 You've worked hard on this case, why don't you give  
8 yourselves an hour and 15 minutes instead, and 45 minutes  
9 in 10?

10 MS. MITCHELL: I really like 45 minutes,  
11 Your Honor. Doesn't mean we have to use it.

12 THE COURT: You don't have to use it.

13 MS. MITCHELL: Right.

14 THE COURT: That way you're not stuck. Sold.

15 Okay. So let's do this. Would it be acceptable  
16 versus, I'm just hypothetically throwing this out, that  
17 you've got 55 minutes on your opening, 15 minutes on your  
18 closing, and you've got an hour and 10 minutes?

19 MS. MITCHELL: Fine. Works for you? That way  
20 nobody's stressed out and claiming we didn't have enough  
21 time.

22 MR. UMHOFFER: Your Honor, in fairness, just  
23 because we bear the burden, we'd like more time than them.

24 THE COURT: Okay. See, I'm trying to  
25 accommodate everybody, unless you give me a suggestion.



1 MR. UMHOFFER: Well, we did, but the Court  
2 rejected it.

3 THE COURT: How long did you want?

4 MR. UMHOFFER: We went 45 minutes each side with  
5 an additional 10 to 15 minutes.

6 THE COURT: I just gave you more time.

7 MR. UMHOFFER: I know, I'm not asking for it, but  
8 what you did was you gave us equal time based on your  
9 proposal, and we want more time because we bear the  
10 burden.

11 MR. MCRAE: Sounds like counsel wants 10 to 15  
12 minutes more than what the other parties have. We're not  
13 going to do that. We're going to balance out the time.  
14 You've got the burden, but by the same token, you've got  
15 the time. And so the easiest way to do this is give you  
16 co-equal time.

17 THE COURT: And I know you're not going to do  
18 this, but you can't sandbag at the end. In other words,  
19 the end result is you want whatever you want for your  
20 opening, I'm going to give you. I'm going to give you a  
21 closing.

22 MR. UMHOFFER: An hour each time split up as we  
23 design to split them up is fine with the plaintiffs,  
24 Your Honor.

25 THE COURT: Okay. So 45 minutes and 15 minutes.



1 MR. UMHOFFER: That's fine, Your Honor.

2 THE COURT: And 60 minutes. That work?

3 MS. EVANGELIS: That's fine, Your Honor. We  
4 have an amazing accommodation.

5 THE COURT: Thank you. Now, hold on. You'll be  
6 out in the street in just a moment. It'll be cold and I'm  
7 just joking with you. Okay.

8 MS. MYERS: And, Your Honor, just to clarify the  
9 parties, I think we all agreed that the interveners would  
10 get time as well.

11 THE COURT: Yeah, well, see, we need we've got  
12 the interveners over here also. And when they start  
13 arguing, in a sense, I don't know whether that's, you  
14 know, sometimes in favor of the City, sometimes in favor  
15 of the county.

16 MS. MYERS: Yes, welcome. Welcome to the  
17 intervener's burden. In this case, Your Honor, the  
18 parties met and conferred about this. I believe all of  
19 the parties agreed that each of the parties would have the  
20 same amount of time with additional time for the  
21 plaintiffs for their rebuttal.

22 THE COURT: Okay. Now tell me your agreement.  
23 Then I'll probably buy into it. What is the agreement?

24 MS. MYERS: Your Honor, it's my understanding it  
25 was 45 minutes per party with the plaintiffs going first,



1 then interveners, then the City. I believe that was their  
2 proposal order wise. And then the plaintiffs would  
3 reserve 10 or 15 minutes for rebuttal. 45, 45, 45, 10?

4 THE COURT: Done. Okay. Now, after reaching  
5 that incredible judicial decision, we need to get the  
6 exhibits in order now, because I'm not quite certain  
7 what's on the record. Right. And I, we're not going to  
8 keep you past 6:00 o'clock, so I'd like you here at 8:00  
9 o'clock, but I think we should be prepared to really get  
10 these exhibits in order before you argue. There's a  
11 number of objections, for instance, and we need to take  
12 those up.

13 MR. UMHOFFER: Agreed. Those conversations are  
14 ongoing, Your Honor, I believe.

15 THE COURT: Oh, yeah, I know, but -- Right,  
16 right.

17 MR. UMHOFFER: No, Your Honor. I want to be very  
18 clear. The defendants have, we've spoken with the  
19 defendants, they are working on a list, they're going to  
20 share it with us, and before we close, we will have a list  
21 of exhibits for you.

22 THE COURT: Okay. So would you like me to start  
23 with testimony again at 8:00 o'clock in the morning with  
24 the Special Master?

25 MR. UMHOFFER: Yes, sir.



1 THE COURT: Does that give you enough time to  
2 get the documents this evening that, you know, she's  
3 covered thus far?

4 MS. KAOUNIS: Yes, to that point, Your Honor, I  
5 just want to clarify what we were talking about is the  
6 documents that the Special Master has referenced during  
7 her testimony, which I believe is just a handful, is what  
8 we would --

9 THE COURT: Yeah, just a handful. So we'll get  
10 those to you tonight, and if you feel disadvantaged  
11 tomorrow, if something comes up, we'll take a break.

12 MS. KAOUNIS: That would be, that would be very  
13 helpful.

14 THE WITNESS: I think we have CF-0330 and CF-  
15 0220-05151, and those were the two that I had --

16 THE COURT: Why don't we go off the record and  
17 for the last five minutes come up here and get those  
18 documents, just take a look at where they are.

19 THE WITNESS: Your Honor, this is my first time  
20 going through this, and I'm smart enough to know that I  
21 may need my own counsel. I'm not going to --

22 THE COURT: You're reported by the Court.

23 THE WITNESS: Yes, but --

24 THE COURT: No, no, we're going to speed this  
25 along. All you've got to do is just show those couple



1 documents that you referred to. That's all.

2 THE WITNESS: Well, but tomorrow, if I'm crossed  
3 with, and I provide --

4 THE COURT: We'll worry about tomorrow.

5 THE WITNESS: Okay. Well, I'm still going to  
6 contact my attorney.

7 THE COURT: Okay. Well, do whatever you want  
8 to, but you're the Special Master of the Court, and I  
9 don't think you have to be concerned. Okay. All we're  
10 asking for is those simple documents you referred to, just  
11 so they can refer them back. That's it. Okay.

12 MR. MCRAE: You said 8:00 o'clock, Your Honor?

13 THE COURT: Now you're in recess.

14 And for all of you folks in the audience, I'd go  
15 leave immediately. Okay?

16 (Proceedings concluded.)  
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(Proceedings concluded)

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TRANSCRIPTIONIST'S CERTIFICATE

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

*Terri Harper*

\_\_\_\_\_  
TERRI HARPER

\_\_\_\_\_  
June 3, 2025

FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:

/s/Ann Bonnette

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