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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION  
  
LA ALLIANCE FOR HUMAN RIGHTS, ) Case No. LA CV 20-02291-DOC-  
et al., ) (KESx)  
Plaintiffs, ) Los Angeles, California  
vs. ) Thursday, May 29, 2025  
CITY OF LOS ANGELES, et al., ) (8:34 a.m. to 9:11 a.m.)  
Defendants. ) (9:11 a.m. to 10:25 a.m.)  
 ) (10:47 a.m. to 12:06 a.m.)  
 ) (1:15 p.m. to 1:33 p.m.)  
 ) (1:39 p.m. to 2:29 p.m.)  
 ) (2:58 p.m. to 3:52 p.m.)  
 ) (4:09 p.m. to 5:33 p.m.)  
 ) (5:49 p.m. to 6:46 p.m.)  
  
TRANSCRIPT OF EVIDENTIARY HEARING RE COMPLIANCE WITH THE LA  
ALLIANCE SETTLEMENT AGREEMENT [767] [863]AND THE ROADMAP MOU  
AGREEMENT (DAY 3)  
BEFORE THE HONORABLE DAVID O. CARTER  
UNITED STATES DISTRICT JUDGE  
  
Appearances: See next page.  
Court Reporter: Recorded; CourtSmart  
Courtroom Deputy: Karlen Dubon  
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III-2

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III-3

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III-4

1	<u>I N D E X</u>				
2	<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
3	Matt Szabo	8	--	--	--
4	(recalled)				
5	Elizabeth Funk	155	172 185	187	--
6	Etsemaye Agonafer	190	241 336	345	357
7					
8	<u>EXHIBITS</u>		<u>IDENTIFIED</u>		<u>RECEIVED</u>
9	<u>Plaintiffs':</u>				
10	1 Road Map agreement		66		--
11	2 Memorandum of understanding		72		--
12	5 2021 COVID-19 Homelessness Road Map report		74		--
13	24 Milestones and deadlines		95		--
14	25 LA Alliance settlement agreement		87		--
15					
16	34 Alliance settlement agreement quarterly report for quarter ending 12/31/24		96		--
17					
18	35 Alliance settlement agreement quarterly report for quarter ending 3/31/25		96		--
19					
20	44 Attachment 5 Appendix		317		--
21	52 Court order		128		--
22	62 Quarterly report attachment		127		--
23	63 City report dated 4/15/25		129		--
24	82 2001 audit by HUD of LAHSA		13		--
25	83 2007 audit by HUD		21		--

III-5

1	<u>EXHIBITS</u>	(Cont'd.)	<u>IDENTIFIED</u>	<u>RECEIVED</u>
2	<u>Plaintiffs'</u> :			
3	84	2018 follow-up audit report	25	--
4	85	2019 audit	31	--
5	89	2023 L.A. City Controller homelessness audit	35	--
6				
7	91	2024 L.A. County Auditor- Controller review of LAHSA	44	--
8	92	2024 audit by L.A. City Controller	57	--
9				
10	114	Alliance potential project list	88	--
11	150	Audio from Housing and Homelessness Committee meeting	106	--
12				
13	152	Audio from Housing and Homelessness Committee meeting	113	--
14				
15	<u>Defendants'</u> :			
16	(None.)			
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III-6

1 Los Angeles, California; Thursday, May 29, 2025 8:34 a.m.

2 --o0o--

3 (Call to Order)

4 THE COURT: Counsel, we're back on the record, and  
5 would you make your appearances again. We have a new  
6 CourtSmart, and so, because of that, we need your  
7 appearances.

8 MS. MITCHELL: Thank you, your Honor. Good  
9 morning. Elizabeth Mitchell on behalf of Plaintiffs, and  
10 with me is my colleague, Matthew Umhofer.

11 THE COURT: Good morning.

12 Counsel, just remain seated. You don't have to  
13 stand.

14 MS. EVANGELIS: Good morning, your Honor. Theane  
15 Evangelis for the City of Los Angeles.

16 THE COURT: Good morning.

17 MR. MCRAE: Marcellus McRae, Gibson, Dunn and  
18 Crutcher, for the City of Los Angeles.

19 THE COURT: Thank you.

20 MR. EDMONDS: Good morning. Joseph Edmonds with  
21 Gibson, Dunn and Crutcher for the City of Los Angeles.

22 THE COURT: And all of you are for the City, but  
23 with Gibson Dunn. Is that correct?

24 MR. EDMONDS: All of the people that are at --  
25 physically touching this table, with the exception of the

III-7

1 technician, who is with us but is not permanently employed  
2 by the firm.

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

4 MS. KAOUNIS: Angelique Kaounis with Gibson, Dunn  
5 and Crutcher for the City.

6 MR. FUSTER: Patrick Fuster, Gibson, Dunn and  
7 Crutcher, for the City.

8 MR. ROTSTEIN: And James Rotstein of Gibson, Dunn  
9 for the City.

10 THE COURT: Yes. And yesterday -- I'm usually, in  
11 litigation, used to having the senior partner address me.  
12 I've been taking the position lately that I want more young  
13 lawyers involved in my court. So do divide out this work,  
14 and you're an associate, and it's agreeable with your lead  
15 counsel.

16 You can certainly address the Court on any issue  
17 that you've been assigned to. I think it's a good way for  
18 our young lawyers to become involved, also, but I'd  
19 appreciate the objections coming from that one lawyer who  
20 made the presentation, with lead counsel, you know, giving  
21 advice or lending a hand, so it doesn't come from different  
22 sources.

23 Yes. My apologies.

24 MS. MYERS: Shayla Myers from the Legal Aid  
25 Foundation of Los Angeles on behalf of Intervenors.

III-8

1 THE COURT: We need to move you forward a little  
2 bit more, and if you want to share this table, you're more  
3 than welcome to.

4 And on behalf of the County?

5 MS. BRODY: This is Lauren Brody and Jason Tokoro,  
6 Miller Barondess, for the County of Los Angeles.

7 THE COURT: Okay.

8 MR. TOKORO: Good morning, your Honor.

9 THE COURT: Who are you?

10 MR. TOKORO: Jason Tokoro. I was here on the last  
11 hearing, on the 15th.

12 THE COURT: Okay. And Mira is not here today?

13 MS. BRODY: Yes. Apologies. Mira is caught up in  
14 another proceeding.

15 THE COURT: That's fine.

16 And good morning, Mr. Szabo. Mr. Szabo is back on  
17 the stand. This is continued cross (sic) examination.

18 MATT SZABO - DEFENDANTS' WITNESS - RESWORN

19 MR. MCRAE: Your Honor, can I put myself in the  
20 young lawyer category? Withdrawn.

21 THE COURT: Well, if I took a picture. No, I'm  
22 just kidding. No. Remember, they can take your wisdom and  
23 advice as the lead senior counsel. I just don't want  
24 objections coming from three different sources.

25 MR. MCRAE: Understood.

III-9

1 THE COURT: Whoever made that presentation, the  
2 associate or the partner, can make the objection, but that's  
3 with your advice and consent. Okay?

4 MR. MCRAE: Thank you, your Honor.

5 THE COURT: Counsel, cross examination.

6 MS. MITCHELL: Thank you, your Honor.

7 DIRECT EXAMINATION (RESUMED)

8 BY MS. MITCHELL:

9 Q Mr. Szabo, yesterday we talked quite a bit about your  
10 response to the A and M assessment. Do you recall that?

11 A I do.

12 MR. MCRAE: Objection, vague as to "your."

13 THE COURT: Overruled.

14 BY MS. MITCHELL:

15 Q And you indicated that you disagreed with the findings  
16 of the assessment. Is that right?

17 MR. MCRAE: Objection, vague, and mischaracterizes  
18 the witness' testimony.

19 THE COURT: Overruled. You can answer the  
20 question.

21 THE WITNESS: I believe that I stated that the  
22 nature of the review didn't meet the standards that I would  
23 view as actionable findings.

24 BY MS. MITCHELL:

25 Q Okay. And those were the government accountability

III-10

1 standards, GAGAS. Is that right?

2 A That's one set of standards, correct.

3 Q What are the other standards?

4 A Generally accepted accounting standards, and there are  
5 a number of others, but the A and M report made it clear  
6 that not only did it not comply with GAGAs, it didn't comply  
7 with any set of generally accepted standards in presenting  
8 its finding, nor would the -- should the report be taken as  
9 an assessment consistent with any of those standards.

10 Q I understand that that's your opinion. Those standards  
11 are used by other organizations like HUD, and the City  
12 Controller, and the County Controller. Is that right?

13 MR. MCRAE: Objection, vague.

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

16 THE WITNESS: In many of their reports, yes.

17 BY MS. MITCHELL:

18 Q Okay. Were you surprised by the A and M assessment  
19 findings?

20 MR. MCRAE: Objection, vague as to -- it's a  
21 165-page report.

22 THE COURT: Overruled.

23 MR. MCRAE: Also, relevance.

24 THE COURT: Overruled. You can answer the  
25 question, sir.

III-11

1 THE WITNESS: I don't say I would -- I don't know  
2 if I would say I was surprised.

3 BY MS. MITCHELL:

4 Q Okay. Now, personally, you said that you disagreed  
5 that there was poor data quality and integration. Do you  
6 recall that testimony?

7 MR. MCRAE: Objection, vague as to context, and  
8 relative to what?

9 THE COURT: Overruled.

10 THE WITNESS: I believe that the -- what -- I  
11 believe what I said was that the manner in which they  
12 reached their conclusions was insufficient for me to agree  
13 with their finding.

14 BY MS. MITCHELL:

15 Q You disagree that there was limited financial oversight  
16 and performance monitoring as it pertains to the City. Is  
17 that right?

18 MR. MCRAE: Objection, vague --

19 THE COURT: Do you understand --

20 MR. MCRAE: -- and relevance.

21 THE COURT: Do you understand the question? It  
22 can be re-asked if you don't.

23 THE WITNESS: Yes. I mean, I believe we discussed  
24 this at some length, and I disagreed wholesale with the  
25 findings, based on the nature of the report, and the -- what

III-12

1 appeared to be its limitations in absorbing and  
2 understanding, and the completeness of its review.

3 THE COURT: Just a moment. Are we referring to A  
4 and M's report or the Controller's report?

5 MS. MITCHELL: The A and M report, your Honor.

6 THE COURT: A and M report. All right. Thank  
7 you.

8 MS. MITCHELL: Thank you.

9 BY MS. MITCHELL:

10 Q And your answer was as to the A and M report, correct?

11 A Correct.

12 Q Are you aware that a 2001 audit by HUD, Housing and  
13 Urban Development, of LAHSA, concluded that LAHSA violated  
14 grant agreements by failing to conduct onsite monitoring of  
15 sub-grantees, and failed to conduct any monitoring prior to  
16 awarding renewal grants.

17 MR. MCRAE: Objection, your Honor, relevance as to  
18 LAHSA. I believe counsel also said 2001, which I don't even  
19 know if that's possible, but, assuming that's the case, it  
20 would also not be relevant. And a standing objection to  
21 questions regarding the A and M audit as -- or assessment --  
22 not being relevant to a breach of an agreement with the  
23 Alliance settlement agreement.

24 THE COURT: Overruled.

25 MS. MITCHELL: Your Honor, I'm also --

III-13

1 THE COURT: No, just -- that's overruled. Number  
2 two, I want to stop for just a moment, and I want to get out  
3 some of those reports. These reports already came before  
4 the Court on a prior proceeding, and if you go back in the  
5 docket -- and I know you're coming in, and I don't know if  
6 you've seen that docket, but these reports were referred to  
7 before. So, just a moment. Why don't all of you folks just  
8 visit with one another for just a minute.

9 (Pause.)

10 THE COURT: Counsel, you may proceed.

11 MS. MITCHELL: Thank you, your Honor. And I  
12 believe that these audits were also cited in Plaintiffs'  
13 response, Docket 899, as well.

14 THE COURT: They were.

15 MS. MITCHELL: I also would object to the long  
16 speaking objections, your Honor. I believe that it is  
17 coaching and instructing the witness at this point.

18 MR. MCRAE: Your Honor, it's not coaching. I'm  
19 just trying to make sure that my objection is understood.

20 THE COURT: You have a continuing objection,  
21 Counsel. I'm not going to chill you in any way. You have a  
22 record to make on both sides, but it is difficult for some  
23 of the witnesses who aren't, let's say, more used to federal  
24 court. Mr. Szabo certainly is used to the stress, let's  
25 say.

III-14

1 A lot of the other folks appearing for the first  
2 time are not, and you saw that yesterday on both parties'  
3 parts, when they were unable to recall the question, and it  
4 had to be asked numerous times. I leave that to each of  
5 you, but, well, I won't have a chilling effect. So this  
6 objection is overruled. Now let's move on.

7 MS. MITCHELL: Thank you.

8 THE COURT: 2001 report.

9 BY MS. MITCHELL:

10 Q Did I get an answer from you, Mr. Szabo?

11 A Can you repeat the question?

12 Q Sure. Are you aware of a 2001 audit by the Housing and  
13 Urban Development, HUD, of -- the audit was of LAHSA, which  
14 concluded that LAHSA violated grant agreements by failing to  
15 conduct onsite monitoring of sub-grantees?

16 THE COURT: Well, just a moment. I'm going to  
17 insist, if we're going through these, they're going up on  
18 that screen, so we all see this at the same time.

19 MS. MITCHELL: Sure.

20 THE COURT: I don't think it's fair to the  
21 witness, and I don't think it's fair to the parties. So  
22 what's this going to be marked as?

23 MS. MITCHELL: This is Exhibit 82, your Honor.

24 THE COURT: Exhibit 82. And if you need at any  
25 time to review this report, or further reports are called to

III-15

1 your attention, take that time. Plus, if you need to exit  
2 the stand and talk to counsel for a moment, there's no issue  
3 with the Court. Fair enough?

4 THE WITNESS: Yes. I appreciate that.

5 THE COURT: Okay.

6 MS. MITCHELL: Your Honor, my questions largely  
7 are whether Mr. Szabo was aware of these findings.

8 MR. MCRAE: Objection, relevance.

9 THE COURT: Overruled.

10 BY MS. MITCHELL:

11 Q So, showing you Exhibit 82, page two. Have you seen --  
12 this is the 2001 HUD audit. Have you seen this document?

13 MR. MCRAE: Objection, also vague as to audit of  
14 whom, also still relevance.

15 THE COURT: Overruled.

16 THE WITNESS: I would need time to review this  
17 document in order to --

18 THE COURT: Take your time.

19 THE WITNESS: -- give appropriate comment.

20 THE COURT: Take your time.

21 MR. MCRAE: May the witness be given a physical  
22 copy?

23 THE COURT: Absolutely.

24 MS. MITCHELL: Does the Court have the physical  
25 copy?

III-16

1 THE COURT: I've got a physical copy, because it's  
2 a submission of the parties and because of the prior  
3 hearings.

4 MS. MITCHELL: In the interest of expediting this,  
5 your Honor --

6 THE COURT: No, we're not going to expedite it.  
7 We're going to have a full hearing. Time is not a concern.

8 So, if you need to read this, read it.

9 Someone bring him a copy. Counsel, you should  
10 have this as Exhibit 82. Okay? Counsel on the defense, you  
11 got this exhibit?

12 MR. MCRAE: Yes, your Honor. I was just --

13 THE COURT: All right. And so, for our records,  
14 counsel for the defense has this exhibit. Why don't you  
15 give it to your witness, please.

16 MS. MITCHELL: Thank you, your Honor.

17 MR. MCRAE: We're -- yes.

18 MS. MITCHELL: And it is in the iPad. It's easily  
19 accessible by just hitting "Exhibit 82."

20 MR. MCRAE: We --

21 THE COURT: Just a moment, for all of you. That's  
22 an order. That's not a request.

23 MR. MCRAE: Thank you.

24 THE COURT: Now we've stopped this conversation.  
25 It's wasting time.

III-17

1 MR. MCRAE: We're doing it as quickly as possible.

2 THE COURT: Counsel, we're wasting time.

3 Defense is now handing Exhibit 82, which they have  
4 in their possession, to the witness.

5 (Witness proffered document.)

6 BY MS. MITCHELL:

7 Q Are you ready, Mr. Szabo?

8 A Yes. We can --

9 MS. MITCHELL: Your Honor, may I proceed?

10 THE COURT: Not yet.

11 I want to make sure you've read the document.

12 Have you had enough time to read this document?

13 THE WITNESS: I mean, I've --

14 THE COURT: Continue reading until you're  
15 comfortable.

16 THE WITNESS: Okay. I will, you know --

17 THE COURT: Continue reading until you're  
18 comfortable.

19 THE WITNESS: Okay. Fair enough.

20 THE COURT: It's not an issue.

21 THE WITNESS: Okay.

22 THE COURT: All right. Counsel, the witness has  
23 indicated he's looked at that document and read it.

24 MS. MITCHELL: Thank you.

25 //

III-18

1 BY MS. MITCHELL:

2 Q Mr. Szabo, do you see that, in this 2001 HUD audit, HUD  
3 found that LAHSA had not done any onsite monitoring of any  
4 sub-grantees until October 2000, even though the  
5 sub-grantees had been operating and receiving funding for  
6 years?

7 MR. MCRAE: Objection, vague, and relevance.

8 THE COURT: Overruled.

9 THE WITNESS: I think you said, "Sub-grantees,"  
10 right? Is that -- my understanding is this is related to  
11 one service provider.

12 BY MS. MITCHELL:

13 Q Yes. I'm just asking about this specific finding. Do  
14 you recall -- or have you seen this before? Prior to today,  
15 had you seen this audit?

16 A I'm not familiar with -- I was not familiar with this  
17 audit.

18 Q Now, Mr. Szabo, there are something like eight public  
19 audits over the last 20 years of LAHSA, and in the interest  
20 of time, some of them are eight pages, some of them are  
21 hundreds of pages. I'm not going to ask you to review every  
22 single one of them. I will just ask you, are you aware of  
23 any findings by any auditors which either support or refute  
24 any of the findings by A and M in the assessment which we  
25 were talking about yesterday and this morning?

III-19

1 MR. MCRAE: Objection, lack of foundation. It's  
2 vague, it's compound, involving multiple audits, and it also  
3 calls for a legal conclusion, and relevance.

4 THE COURT: Overruled. But, if we need to, you  
5 can go through each of those audits. It's too broad right  
6 now, and I don't know what he's read and what he hasn't.

7 MS. MITCHELL: I don't know, either, so I would  
8 like to find out. Thank you, your Honor.

9 THE COURT: Well, then, I'll sustain the  
10 objection, but you can go through each of these audits.

11 BY MS. MITCHELL:

12 Q So my question is, are you aware of any audits that  
13 refute any of the findings?

14 A It's --

15 THE COURT: And the question is -- I don't know  
16 the basis for what he's read. I don't know what audits  
17 he's --

18 MS. MITCHELL: Your Honor, I'll move on. I don't  
19 think this line of questioning is worth the amount of time.

20 THE COURT: Well, no, Counsel. We're not going to  
21 do that. Time is not an issue for either of the parties,  
22 and that's not going to be used to help the Court speed this  
23 along.

24 MS. MITCHELL: These are public records which are  
25 already on record in this case, your Honor. I don't

III-20

1 believe --

2 THE COURT: But the problem is, I don't know what  
3 he's looked at, Counsel. That's why the foundation -- so I  
4 have had these audits before the Court before. I'm aware of  
5 what they are. I know Gibson, Dunn is aware of what they  
6 are. You're aware of what they are. I'm not sure what he's  
7 aware of, and if he's speaking for the City, then I need to  
8 know that he's representing the mayor or not, or the council  
9 or not, because we have an apex doctrine, and the question  
10 before me is going to be, can he adequately answer some of  
11 these questions? So turn to your next audit.

12 MS. MITCHELL: I don't think, for Plaintiffs'  
13 purposes, I need to hear from Mr. Szabo. If the Court  
14 wishes me to go through each audit with Mr. Szabo, I'm happy  
15 to do that, but, for Plaintiffs' purposes, we don't feel  
16 that we need to hear his opinion on the audits. But, again,  
17 if the Court wants to hear it, we can go through.

18 THE COURT: Well, if I get a continuing objection  
19 that -- foundationally, about what he's relying upon, which  
20 is the continuing objection, then yes, we're going through  
21 each audit.

22 MS. MITCHELL: I'll withdraw the question, your  
23 Honor.

24 THE COURT: Okay -- no. I think the Court wants  
25 to know now.

III-21

1 MS. MITCHELL: Okay. Okay.

2 THE COURT: I want to know the basis of this, and  
3 eventually I'm going to want to know through all parties if  
4 Mr. Szabo is representing his own viewpoint today, or if  
5 he's representing the mayor's viewpoint or the council's  
6 viewpoint. That's going to make a difference in the apex  
7 doctrine.

8 MS. MITCHELL: Thank you, your Honor.

9 THE COURT: So, if we need to take the time,  
10 hopefully, it will be taken now. That way, possibly, the  
11 mayor doesn't need to testify.

12 MS. MITCHELL: Your Honor, I am concerned about  
13 time, for our purposes. Here's what I would propose  
14 happens. If I have Mr. Szabo review every single one of  
15 these audits on this stand right now, it's going to take  
16 hours, which we can do. I think another option would be to  
17 hand him hard copies of the audits, give him an opportunity  
18 to review while we have another witness on the stand.

19 THE COURT: I think he's aware of the majority of  
20 these audits. That's going to be my guess. He's certainly  
21 aware of the auditor-controller. He's certainly aware of  
22 the audits from the County. He's certainly aware of some of  
23 these HUD audits. And I think, if we just go through these  
24 for both parties, we won't have an objection concerning  
25 ambiguity. I think it's not going to be necessary to

III-22

1 refresh his recollection with many of these audits. I think  
2 the 2001 is causing problems because he represents he hasn't  
3 seen the El Monte (phonetic) audit.

4 BY MS. MITCHELL:

5 Q Do I understand that correctly, Mr. Szabo? You have  
6 not seen this, or you don't recalling seeing this 2001  
7 audit, prior to today?

8 A I don't recall seeing it, no.

9 Q Okay. Let's move on to the 2007 audit by HUD, which  
10 was issued June 8th of 2007. Do you see this document?

11 MR. MCRAE: Objection, your Honor. Can we have an  
12 exhibit number? And relevance.

13 MS. MITCHELL: Yes. Thank you. I apologize.  
14 It's Exhibit 83.

15 THE COURT: Exhibit 83.

16 MS. MITCHELL: I think the relevance speaks for  
17 itself.

18 THE COURT: By the way, don't worry about time.  
19 If we need to have a Saturday session, we'll have a Saturday  
20 session. You'll have plenty of time.

21 MS. MITCHELL: Understood, your Honor. Thank you.

22 MR. MCRAE: May I approach, your Honor?

23 THE COURT: You may.

24 MR. MCRAE: Do we have ongoing permission to hand  
25 physical copies to the witness?

III-23

1 THE COURT: Yes. You don't have to ask.

2 MR. MCRAE: Okay.

3 THE COURT: Just approach.

4 MR. MCRAE: Thank you, your Honor.

5 THE COURT: He's actually your witness, Counsel.

6 So, okay.

7 MR. MCRAE: And do we have a standing objection to  
8 these audits?

9 THE COURT: You have a standing objection, but  
10 welcome to Saturday.

11 MR. MCRAE: Whatever pleases the Court.

12 THE COURT: It pleases me. So let's get busy now.

13 Counsel, these have come up before for Gibson,  
14 Dunn's edification in court. Mr. Szabo was in and out of  
15 court during some of this before. Frankly, he should be  
16 aware of this document, and I think we can save time if you  
17 ask him if he's aware of it.

18 MS. MITCHELL: I think that is my question  
19 pending, your Honor, but, if not, I'll ask again.

20 THE COURT: Ask him.

21 BY MS. MITCHELL:

22 Q Mr. Szabo, are you aware of this 2007 audit by HUD?

23 MR. MCRAE: Objection, relevance.

24 THE COURT: Overruled.

25 THE WITNESS: I'm aware of the audit, but I -- we

III-24

1 would need -- I would need to review it if we're going to  
2 have a conversation about it.

3 THE COURT: Well, then, you can direct your  
4 questions to him. He's aware of this audit, Counsel.

5 MS. MITCHELL: Thank you.

6 BY MS. MITCHELL:

7 Q I'm going to refer you specifically to the bottom  
8 section of page one, where it says, "What we found." Do you  
9 see that?

10 A I do see that.

11 Q And looking at the very first line, can you read that  
12 first line for me, starting with "The authority."

13 A "The authority did not perform onsite fiscal monitoring  
14 of its project sponsors during the past two years."

15 Q Does that conclusion, in your opinion, support or  
16 refute the A and M assessment finding?

17 MR. MCRAE: Objection, your Honor, they were  
18 reviewing a different time period. The look-back period  
19 wasn't in the last decade or two.

20 MS. MITCHELL: That's a fair question. I'll  
21 withdraw and rephrase, your Honor.

22 BY MS. MITCHELL:

23 Q Is this finding in 2007 consistent with the same  
24 findings during the period of 2020 to 2024 regarding the  
25 onsite fiscal monitoring of LAHSA?

III-25

1 MR. MCRAE: Objection, your Honor, lack of  
2 foundation and relevance that these documents even pertain  
3 to the same subject matter as the assessment.

4 THE COURT: Overruled. You can answer the  
5 question, sir.

6 THE WITNESS: I don't agree that they are related,  
7 as they were 18 years, 17 years apart, and we're talking  
8 about -- you know, the A and M assessment was looking at  
9 specific programs, and this is on an entirely different  
10 matter.

11 BY MS. MITCHELL:

12 Q The next sentence -- please read the next sentence.  
13 Actually, if we can just do this, Mr. Szabo. Why don't you  
14 go ahead and read the entire paragraph into the record.

15 A "The authority" -- or what we found --  
16 "The authority did not perform onsite  
17 fiscal monitoring of its project  
18 sponsors during the past two years. It  
19 also did not properly perform its 100  
20 percent source documentation desk review  
21 for at least two years of its project  
22 sponsors to ensure that cash match  
23 funding was available and supported. Of  
24 the two project sponsors reviewed, one  
25 had applied ineligible expenses as cash

III-26

1 match, while the other was unable to  
2 support its cash match due to a poor  
3 financial management system. We  
4 attributed these deficiencies to the  
5 authority's lack of capacity to comply  
6 with HUD requirements while under  
7 management of the" --

8 Q I don't know that we need to go on to the next -- are  
9 you aware -- or were you aware today of these findings?

10 MR. MCRAE: Relevance.

11 THE COURT: Overruled.

12 THE WITNESS: I'm aware of the findings.

13 BY MS. MITCHELL:

14 Q Going on to what has been marked as Exhibit 84, which  
15 is a 2018 follow-up --

16 (Proceedings recessed briefly.)

17 THE COURT: Okay. Counsel, the microphone is back  
18 on.

19 MR. MCRAE: Your Honor, just to correct the  
20 record, I believe, in Exhibit 83 -- and the document will  
21 speaks for itself -- Mr. Szabo, in reading that paragraph,  
22 inserted the word "years," and I just want to reflect that I  
23 think that that was an error, but, again, the document will  
24 speaks for itself. Thank you.

25 MS. MITCHELL: If I may have a moment, your Honor?

III-27

1 I think this needs to reset. Thank you. I think -- may I  
2 ask a question, your Honor?

3 BY MS. MITCHELL:

4 Q I believe the question that I asked was whether you  
5 have seen this Exhibit 84, 2018, Auditor, L.A. County,  
6 report prior to today.

7 MR. MCRAE: Relevance.

8 THE COURT: I didn't hear your answer. I'm sorry.

9 THE WITNESS: This is an audit from the County for  
10 a County program with LAHSA. So this would not have been  
11 something directly in my purview, no. I have not seen it  
12 before today. I'm the City, of the City of Los Angeles.

13 BY MS. MITCHELL:

14 Q Thank you for reminding me. Showing you page five of  
15 Exhibit 4, there was a finding --

16 A Exhibit 4? I'm sorry. I don't have Exhibit --

17 Q Exhibit 84. I apologize if I misspoke. There was a  
18 finding that there were inadequate staffing levels. Were  
19 you aware of this finding prior to today?

20 MR. MCRAE: Objection, lack of foundation. The  
21 witness just said this wouldn't come in his purview.

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

24 THE WITNESS: Not before today.

25 //

III-28

1 BY MS. MITCHELL:

2 Q Thank you. Also in Exhibit 84, page seven, there was a  
3 finding by the L.A. County Auditor-Controller that LAHSA  
4 inappropriately used retroactive contracts. Were you aware  
5 of this prior to today?

6 MR. MCRAE: Objection, relevance and lack of  
7 foundation.

8 THE COURT: Just a moment. Would you show the  
9 Court where that's located, please?

10 MS. MITCHELL: Yes, your Honor. It's on page  
11 seven. It's the finding number two.

12 THE COURT: I have that. I'm looking at the  
13 documents quickly, but you're on page three on the screen.  
14 It's page seven, but I've got page three.

15 MS. MITCHELL: I think it's page three of the  
16 attachment. You're correct, your Honor. But it's page  
17 seven of the exhibit.

18 THE COURT: Counsel, will you show me where that  
19 is on that page? All right. Just a moment.

20 MS. MITCHELL: And, for the record, I have zoomed  
21 in on the first paragraph, that starts with "Retroactive  
22 contracts."

23 THE COURT: Could you move that up, please, on  
24 that page.

25 MS. MITCHELL: Is that easier to read, your Honor?

III-29

1 THE COURT: Yes. Thank you. Counsel, your  
2 question, please. Thank you.

3 MS. MITCHELL: I think my question was, to Mr.  
4 Szabo, "Were you aware of these findings prior to today?"  
5 And I believe the answer was "No."

6 BY MS. MITCHELL:

7 Q Is that right, Mr. Szabo?

8 MR. MCRAE: Objection to relevance.

9 THE COURT: Overruled.

10 MR. MCRAE: Lack of foundation.

11 THE COURT: Overruled.

12 THE WITNESS: Correct.

13 BY MS. MITCHELL:

14 Q Showing you finding number four, which is page six of  
15 17 in the attachment, and it is page 10 of the exhibit.

16 There is a finding that:

17 "LAHSA management lacked documentation  
18 supporting all available cash advances  
19 from funding sources."

20 Let me read that again a little bit better. The  
21 finding of number four was it:

22 "Lacked documentation supporting all  
23 available cash advances from funding  
24 sources were obtained."

25 And the explanation is:

III-30

1 "LAHSA management did not provide  
2 documentation to support that the agency  
3 took full advantage of requesting and/or  
4 obtaining all cash advances allowed from  
5 their funding source."

6 Do you see that finding, Mr. Szabo?

7 MR. MCRAE: Objection, relevance and lack of  
8 foundation.

9 THE COURT: Overruled.

10 THE WITNESS: I see that.

11 BY MS. MITCHELL:

12 Q Were you aware of this finding prior to today?

13 MR. MCRAE: Objection, relevance.

14 THE COURT: Overruled.

15 THE WITNESS: I mean, look. I couldn't -- if  
16 you're going to continue to ask me questions about this as  
17 it relates to a county program that is outside the time  
18 frame and the scope of what we're talking about, I'm going  
19 to continue to say no, but there are issues that are  
20 consistent that we are aware of, have been aware of, and  
21 have addressed.

22 BY MS. MITCHELL:

23 Q Okay. Thank you. Moving you to page 10 of the  
24 attachment, which is Exhibit -- page 14 on Exhibit 84,  
25 finding number eight, "Fiscal operations lacked" --

III-31

1 MR. MCRAE: I'm sorry, your Honor. That's not on  
2 the screen.

3 MS. MITCHELL: Thank you.

4 "Fiscal operations lacked management  
5 oversight, with inadequate staffing  
6 levels, retroactive contracting with the  
7 sub-recipients, and agency management  
8 did not ensure that their AR and AP  
9 units/divisions followed up on their  
10 aged receivables/payables timely."

11 BY MS. MITCHELL:

12 Q Do you see that finding?

13 MR. MCRAE: Objection, relevance and lack of  
14 foundation.

15 THE COURT: Overruled.

16 THE WITNESS: I do see that finding.

17 BY MS. MITCHELL:

18 Q And were you aware of that finding prior to today?

19 MR. MCRAE: Objection, relevance.

20 THE COURT: Overruled.

21 THE WITNESS: As it relates to this audit of a  
22 county program outside of the time range of what we're  
23 talking about, no.

24 BY MS. MITCHELL:

25 Q Moving on to Exhibit 85, which is a 2019 audit that was

III-32

1 done on LAHSA outreach programs by Ron Galperin, the prior  
2 controller, were you aware of --

3 THE COURT: Just one moment. Be with you in one  
4 moment. Counsel, your question again, please.

5 MS. MITCHELL: Thank you, your Honor.

6 BY MS. MITCHELL:

7 Q Mr. Szabo, were you aware of this audit that was  
8 released on August 28th, 2019, prior to sitting here today?

9 MR. MCRAE: Objection, relevance.

10 THE COURT: Overruled.

11 THE WITNESS: Yes. Yes, I was aware of the audit  
12 when it was released.

13 BY MS. MITCHELL:

14 Q Showing you page five of the exhibit, which is the  
15 executive summary. Now, this is -- was an audit of LAHSA's  
16 outreach efforts. Is that right?

17 MR. MCRAE: Objection, vague, lack of foundation,  
18 relevance.

19 THE COURT: Overruled.

20 THE WITNESS: That is what the audit is described  
21 to be, yes.

22 BY MS. MITCHELL:

23 Q Okay. And the auditor determined that:

24 "LAHSA failed to meet five citywide  
25 outreach goals in the fiscal year

III-33

1 reviewed, 2018 and 2019."

2 Is that right?

3 MR. MCRAE: Objection, relevance.

4 THE COURT: Overruled.

5 THE WITNESS: That is what the audit says, yes.

6 BY MS. MITCHELL:

7 Q And then, on the next page, page six in the exhibit,  
8 which is still in the executive summary, the -- it goes on  
9 to state that -- on number five:

10 "Program data is complete and accurate.

11 The goal was 95 percent of data, and

12 LAHSA chose not to report on that goal."

13 Do you see that?

14 MR. MCRAE: Objection, relevance.

15 THE COURT: Overruled.

16 THE WITNESS: I see that.

17 BY MS. MITCHELL:

18 Q Do you know what that means?

19 MR. MCRAE: Objection, relevance --

20 THE COURT: Overruled.

21 MR. MCRAE: -- and lack of foundation.

22 THE COURT: Overruled.

23 THE WITNESS: I would need to more carefully  
24 review to --

25 THE COURT: Take your time.

III-34

1 THE WITNESS: -- refresh my memory.

2 THE COURT: Take your time and review it, then,  
3 please.

4 (Pause.)

5 MR. MCRAE: Your Honor, I'd also like to have a  
6 continuing objection, in addition to the lack of relevance  
7 and lack of foundation, that any of these audits relate to  
8 any of the obligations in the settlement agreement, or that  
9 they in any way relate to the same subject matter, same time  
10 period as the assessment, which was prepared under different  
11 standards.

12 THE COURT: Thank you, Counsel.

13 BY MS. MITCHELL:

14 Q Are you ready, Mr. Szabo?

15 A I am, but what I was looking for is the detail on that  
16 item, and I can't seem to find it.

17 Q Okay. So you don't know why LAHSA chose not to report  
18 on the program goal -- excuse me -- the goal of program data  
19 being complete and accurate?

20 MR. MCRAE: Objection, lack of foundation and  
21 relevance.

22 THE COURT: Overruled.

23 THE WITNESS: I don't think the report addresses  
24 that at all. I don't see it. If I -- I mean, I'm trying to  
25 review. I don't see a section where there is detail behind

III-35

1 that, that item. It may exist. I have not seen it.

2 BY MS. MITCHELL:

3 Q I haven't seen it, either.

4 A Okay. So, no. So, based on -- I have not. I don't  
5 know, and apparently the report doesn't know.

6 Q Thank you. In 2019, were you in Mayor Garcetti's  
7 office, administration, at that time?

8 A I was.

9 Q Going back to page two of that same exhibit, Exhibit  
10 85, there was a summary, and I'll blow it up here. Can you  
11 read that paragraph, please, that starts with "LAHSA's."

12 A "LAHSA's insufficient street outreach  
13 performance is matched by its loose  
14 review and reporting procedures on these  
15 activities. All of this hinders the  
16 agency's ability to make data-driven  
17 decisions and impairs its ability to  
18 deploy resources in a way that will most  
19 effectively combat homelessness."

20 Q Based on your understanding, is that finding still  
21 applicable to LAHSA today?

22 MR. MCRAE: Objection, lack of foundation, calls  
23 for speculation, relevance, and the witness neither works  
24 for nor speaks for LAHSA.

25 THE COURT: Overruled. You can answer that

III-36

1 question.

2 THE WITNESS: It's -- we have -- we're in an  
3 entirely different era of street outreach, due in part to  
4 additional resources added to LAHSA, the change of  
5 administration, improvements that have been made over the  
6 last seven years. So I think that this -- the entire  
7 content of this report, whether valid or invalid at the  
8 time, is dated, and somewhat -- and not relevant to the  
9 reality of our outreach programs as they currently exist.

10 BY MS. MITCHELL:

11 Q Okay. So the finding that LAHSA had loose review and  
12 reporting procedures, do you believe that finding is  
13 applicable today to non-outreach activities, as well?

14 MR. MCRAE: Objection, lack of foundation, calls  
15 for speculation, relevance --

16 THE COURT: Overruled.

17 MR. MCRAE: -- and vague.

18 THE WITNESS: I don't even know how to respond to  
19 that, because are you -- you're asking me if I believe that  
20 a finding on one area is applicable to other areas that are  
21 not addressed in the finding? I can't answer that.

22 BY MS. MITCHELL:

23 Q Okay. Turning now to Exhibit 89, the 2023, December  
24 5th, 2023, L.A. City Controller homelessness audit, are you  
25 familiar with this audit?

III-37

1 THE COURT: Just one moment, Counsel.

2 (Pause.)

3 MR. MCRAE: Your Honor, I'm not trying to rush the  
4 witness, but can I inquire how long it might take to review?  
5 Because I may excuse myself and come back, which is  
6 perfectly fine. I just don't want to miss his testimony.

7 THE COURT: You're wasting time. Go excuse  
8 yourself --

9 MR. MCRAE: Thank you.

10 THE COURT: -- and come on back. It's fine.

11 MR. MCRAE: I'll take five minutes.

12 THE COURT: All counsel could be excused at any  
13 time, co-weekly (sic) on both sides. So you need to use the  
14 restroom.

15 (Pause.)

16 MR. MCRAE: Your Honor, as a point of --

17 THE COURT: I'm sorry.

18 MR. MCRAE: Your Honor, as a point of  
19 clarification, we understood yesterday that the Court stated  
20 that any and all witnesses participating in the hearing  
21 could be in court.

22 THE COURT: They can be in court.

23 MR. MCRAE: Thank you, your Honor.

24 THE COURT: So all of these folks have worked hard  
25 for the respective sides, and the City is welcome to have

III-38

1 anyone, and the Plaintiffs are welcome to have anyone.

2 MR. MCRAE: Thank you, your Honor.

3 THE COURT: I don't think testimony is going to  
4 change, quite frankly, for either side, and maybe the good  
5 thing about that is we're all going to be more knowledgeable  
6 through this process. Hopefully, wherever we come out on  
7 this, we're all trying to improve, simple as that.

8 MR. MCRAE: Thank you, your Honor.

9 (Pause.)

10 MS. MITCHELL: Your Honor, may I continue?

11 THE COURT: Are you finished? Okay.

12 Then, please, your question.

13 MS. MITCHELL: Thank you.

14 BY MS. MITCHELL:

15 Q Were you familiar with this L.A. City Controller audit  
16 prior to today?

17 MR. MCRAE: Objection, relevance.

18 THE COURT: Overruled.

19 THE WITNESS: Yes, I was aware of the audit.

20 BY MS. MITCHELL:

21 Q And this was released -- showing you page two of the  
22 exhibit, just the introductory letter, this was released  
23 December 5th of 2023. Is that right?

24 MR. MCRAE: Sorry. That's not on the screen.

25 MS. MITCHELL: Thank you.

III-39

1 MR. MCRAE: Relevance.

2 MS. MITCHELL: Your Honor, there's an objection  
3 pending.

4 THE COURT: Overruled.

5 THE WITNESS: That is what the letter indicates as  
6 its release date, yes.

7 BY MS. MITCHELL:

8 Q Showing you the bottom of the page, page two, the  
9 findings by the L.A. City Controller were:

10 "The data entry issues related to  
11 participant enrollment and exit, and bed  
12 attendance data."

13 Do you see that?

14 MR. MCRAE: Objection, relevance.

15 THE COURT: Overruled.

16 THE WITNESS: I do see that.

17 BY MS. MITCHELL:

18 Q Do you disagree with the controller's finding that  
19 there were data entry issues relating to enrollments and  
20 exits?

21 MR. MCRAE: Objection, vague, lack of foundation,  
22 and relevance.

23 THE COURT: Overruled.

24 THE WITNESS: This audit is -- was largely about  
25 the -- LAHSA's monitoring of bed availability, and there

III-40

1 have been ongoing issues with daily real-time assessment of  
2 that ability, and I believe that LAHSA has acknowledged  
3 that, and has initiated, as a result of this audit,  
4 improvements in the system.

5 BY MS. MITCHELL:

6 Q So my question was, were you -- do you disagree with  
7 the findings that there were data entry issues relating to  
8 participant enrollments and exists and bad attendance data?

9 MR. MCRAE: Objection, relevance, compound, lack  
10 of foundation.

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

12 THE WITNESS: I don't disagree that the audit  
13 cited issues, for multiple reasons, around LAHSA's bed  
14 availability system, and that -- and the need for  
15 improvements.

16 BY MS. MITCHELL:

17 Q The next finding is:

18 "LAHSA did not follow up with interim  
19 housing providers on their point-in-time  
20 sheltered homeless count data, despite  
21 red flags indicating potential data  
22 quality issues."

23 Do you see that finding?

24 MR. MCRAE: Objection, relevance.

25 THE COURT: Overruled.

III-41

1 THE WITNESS: I do see that.

2 BY MS. MITCHELL:

3 Q Were you aware of that prior to today?

4 MR. MCRAE: Relevance.

5 THE COURT: Overruled.

6 THE WITNESS: I'm aware of this audit.

7 BY MS. MITCHELL:

8 Q Do you disagree with the controller's finding --

9 MR. MCRAE: Relevance.

10 BY MS. MITCHELL:

11 Q -- that the LAHSA failed -- that:

12 "LAHSA failed to follow up, despite red  
13 flags indicating potential data quality  
14 issues"?

15 MR. MCRAE: Relevance.

16 THE COURT: Overruled. You can answer that  
17 question, please.

18 THE WITNESS: This is regarding the point-in-time  
19 count, and LAHSA's execution of the point-in-time count,  
20 which relies on a census of the current occupants of  
21 shelters city- and countywide. If the controller found  
22 that, I did not see LAHSA objecting to that. Actually, I  
23 didn't see if they made any commitments on improving that,  
24 but I had no reason to -- I'm just not familiar enough with  
25 the interaction between LAHSA and the service providers as

III-42

1 it relates to the point-in-time count, to agree or disagree.

2 MR. MCRAE: I renew the lack of foundation  
3 objection for that reason.

4 THE COURT: Overruled.

5 BY MS. MITCHELL:

6 Q Can you read the next bullet point down for us,  
7 starting with "A significant number."

8 A "A significant number of shelters have  
9 recently reported low bed utilization  
10 rates, increasing the risk that the  
11 number of sheltered homeless is being  
12 undercounted, and that the available  
13 beds may not be used efficiently."

14 MR. MCRAE: Object -- excuse me.

15 THE COURT: Was there an objection, Counsel? I  
16 missed it.

17 MR. MCRAE: It was relevance.

18 MS. MITCHELL: I'm sorry. Was that overruled,  
19 your Honor?

20 THE COURT: Yes. You may ask the question. I  
21 think the question was answered -- or asked. I didn't hear  
22 an answer, though.

23 BY MS. MITCHELL:

24 Q I'll ask the question. Do you have any reason to  
25 disagree with those findings by the L.A. City Controller?

III-43

1 MR. MCRAE: Objection, relevance.

2 THE COURT: Overruled.

3 THE WITNESS: I don't have a basis to agree or  
4 disagree at this time.

5 BY MS. MITCHELL:

6 Q Now, seven years prior to this, in 2016, LAHSA  
7 attempted to develop, like, a real-time shelter bed  
8 availability system. Are you aware of that?

9 MR. MCRAE: Objection, vague, lack of foundation,  
10 and relevance.

11 THE COURT: Overruled.

12 THE WITNESS: I am somewhat aware of that. I'm  
13 aware that it happened. I'm not aware of the details.

14 BY MS. MITCHELL:

15 Q Okay. And are you aware that they were unable to do  
16 so, or they did not complete that task?

17 MR. MCRAE: Objection, vague, compound, lack of  
18 foundation, and relevance.

19 THE COURT: Overruled.

20 THE WITNESS: I'm not aware of the details of that  
21 effort.

22 BY MS. MITCHELL:

23 Q Okay. Why don't you go ahead and read bullet point  
24 four here for us, please.

25 A "LAHSA attempted to develop a

III-44

1 public-facing shelter bed availability  
2 system, 'Find A Shelter,' in the past,  
3 but low participation rates by providers  
4 and inaccurate data limited the  
5 usefulness of the system."

6 Q Do you have any reason to disagree with that finding by  
7 the controller?

8 MR. MCRAE: Objection, lack of foundation, and  
9 it's a continuing objection, relevance, and vague.

10 THE COURT: Overruled.

11 THE WITNESS: I don't have a basis to agree or  
12 disagree.

13 BY MS. MITCHELL:

14 Q Showing you the final bullet point. Can you please  
15 read that into the record?

16 A "LAHSA's current system for tracking bed  
17 availability, 'Bed Reservation System,'  
18 is so unreliable that LAHSA relies on  
19 daily census e-mails to track bed  
20 availability, rather than the  
21 reservation system."

22 Q Do you have any reason to disagree with that finding by  
23 the controller last year?

24 MR. MCRAE: Lack of foundation, relevance, and  
25 vague.

III-45

1 MS. MITCHELL: I apologize. I also misstated the  
2 date. It was -- I said, "Last year." It was two years ago,  
3 or a year and a half ago.

4 THE COURT: Overruled.

5 MR. MCRAE: Same objections.

6 THE COURT: Overruled.

7 THE WITNESS: I don't have a basis to either agree  
8 or disagree.

9 THE COURT: Just one moment, please. All right.  
10 Thank you. Please continue.

11 BY MS. MITCHELL:

12 Q Showing you Exhibit 91, Los Angeles Homeless Services  
13 Authority finance contracts, risk management, and grants  
14 management review, which was completed by L.A. County  
15 Department of Auditor-Controller, dated November 19th of  
16 2024. I believe your counsel is giving you a hard copy.  
17 Were you familiar with this audit prior to appearing here  
18 today?

19 MR. MCRAE: We're going to be giving you a  
20 physical copy. Just one second.

21 THE COURT: Thank you.

22 BY MS. MITCHELL:

23 Q My question, Mr. Szabo, was, were you familiar with  
24 this audit prior to today?

25 THE COURT: Counsel, he's going to look at that

III-46

1 for just a moment.

2 BY MS. MITCHELL:

3 Q Would you like more time, Mr. Szabo?

4 THE COURT: Yes, he -- let the witness take the  
5 time to review this. Well, you can ask the initial  
6 question, if he's aware of it, but then, if he needs time, I  
7 want to give him the time to review it.

8 MS. MITCHELL: That's fine, your Honor. Thank  
9 you.

10 THE WITNESS: This is an audit requested by the  
11 L.A. County Board of Supervisors, and conducted by the Los  
12 Angeles County Department of Auditor-Controller on county  
13 funds. I am not familiar with this audit.

14 BY MS. MITCHELL:

15 Q Now, LAHSA is a joint powers authority. Is that true?

16 A That is true.

17 Q So it is run, effectively, by both the City and the  
18 County together. Is that right?

19 MR. MCRAE: Objection, vague.

20 THE COURT: Overruled.

21 THE WITNESS: It's run by an executive commission,  
22 which is appointed by the County and the City.

23 BY MS. MITCHELL:

24 Q Would you agree that if -- findings of poor data  
25 quality of LAHSA by the County, that would impact

III-47

1 interactions and homelessness response services that the  
2 City uses LAHSA for as well?

3 MR. MCRAE: Objection, it's an incomplete  
4 hypothetical. It's vague. There's a lack of foundation,  
5 and it doesn't have any relevance, no idea what we're  
6 talking about in terms of services, time, anything.

7 THE COURT: This has come before the Court again.  
8 It's the joint powers agreement. It's dated February 28,  
9 2001. Counsel, do all of you have that?

10 MR. MCRAE: And I'm sure that we do, your Honor,  
11 but my objection is not to whether it's joint powers --

12 THE COURT: Thank you. Would you get that out?  
13 Would you get that? Would you get --

14 MR. MCRAE: -- but this question.

15 THE COURT: I'm sorry. Would you get that out,  
16 please.

17 MR. MCRAE: Sure.

18 MS. MITCHELL: I don't believe it was identified  
19 as an exhibit. I can certainly pull it up, your Honor, if  
20 it's helpful.

21 THE COURT: The joint powers agreement was  
22 referred to before. It's part of the record.

23 MS. MITCHELL: It's -- it was -- I think it was  
24 cited in our response, as well, your Honor.

25 THE COURT: It was.

III-48

1 MR. MCRAE: That's not what my objection pertains  
2 to. It was a question about this document, and it wasn't --  
3 I'm not -- that wasn't my objection. I didn't object to the  
4 question about joint powers. My objection was to this  
5 question about this document.

6 THE COURT: Well, then, restate the question.  
7 Perhaps I misunderstood. My apologies.

8 BY MS. MITCHELL:

9 Q Would you agree that findings by L.A. County of  
10 deficiencies in LAHSA's finance contracts, risk management,  
11 and grants management system, findings by L.A. County, would  
12 be relevant to the City's work with LAHSA, as well?

13 MR. MCRAE: Objection, relevance, calls for a  
14 legal conclusion.

15 THE COURT: Overruled.

16 MR. MCRAE: It's vague. It lacks foundation.

17 THE COURT: Overruled.

18 THE WITNESS: It depends on the program.

19 BY MS. MITCHELL:

20 Q Going to page -- I'm on page three of Exhibit 91,  
21 which, on the attachment, is page one of 16, finding number  
22 one, "Did not establish agreements for working capital  
23 advances." Were you familiar with that finding prior to  
24 today?

25 MR. MCRAE: Objection, relevance.

III-49

1 THE COURT: Overruled.

2 THE WITNESS: Not this specific finding, no.

3 BY MS. MITCHELL:

4 Q Now, the City receives money from Measure H, or did  
5 prior it becoming it Measure A, but during this time, the  
6 City received money as part of the Measure A distribution.  
7 Is that right?

8 MR. MCRAE: Relevance.

9 THE COURT: I'm sorry. I couldn't hear it.

10 MR. MCRAE: Relevance. Sorry.

11 THE COURT: Overruled.

12 THE WITNESS: There was nothing in Measure H that  
13 allocated dollars directly to the City, no.

14 BY MS. MITCHELL:

15 Q Did the City benefit from Measure H at all?

16 MR. MCRAE: Objection, vague, and relevance.

17 THE COURT: Overruled. Please answer the  
18 question.

19 THE WITNESS: Measure H was used largely to fund  
20 services for permanent supportive housing and interim  
21 housing units that -- many of which were established by the  
22 City, and many of which are within the City of Los Angeles.

23 BY MS. MITCHELL:

24 Q So you would agree that the City benefitted from  
25 Measure H funds?

III-50

1 MR. MCRAE: Objection, vague, lack of foundation,  
2 and relevance.

3 THE COURT: Overruled. You can answer the  
4 question.

5 THE WITNESS: I would agree.

6 BY MS. MITCHELL:

7 Q Turning to the next finding, on page two of the  
8 attachment, which is page four of the exhibit, zooming in on  
9 number two, the finding that "LAHSA did not recoup annual  
10 cash advances," were you aware of this finding prior to  
11 today?

12 MR. MCRAE: Objection, relevance.

13 THE COURT: Overruled.

14 THE WITNESS: Not specific to this audit.

15 BY MS. MITCHELL:

16 Q Turning to the next finding, number three, which is  
17 page five of the exhibit, that there was "inadequate  
18 contract data," were you aware of that finding prior to  
19 today?

20 MR. MCRAE: Relevance.

21 THE COURT: Overruled.

22 THE WITNESS: Not as it relates to this audit.

23 THE COURT: I'm sorry? I didn't hear.

24 THE WITNESS: Not as it relates to -- no.

25 THE COURT: Okay.

III-51

1 THE WITNESS: No.

2 BY MS. MITCHELL:

3 Q Finding number four, "Inadequate controls over cash  
4 advances" -- and this is page six of the exhibit -- were you  
5 aware of that finding prior to today?

6 MR. MCRAE: Objection, relevance.

7 THE COURT: Overruled.

8 THE WITNESS: Not as it relates to this audit.

9 BY MS. MITCHELL:

10 Q In any of these findings, one, two, three, or four, do  
11 you have any reason to doubt the accuracy of the findings  
12 that were issued by the County Controller's Office?

13 MR. MCRAE: Objection, lack of foundation, and  
14 relevance, and vague.

15 THE COURT: Overruled.

16 THE WITNESS: I don't have a basis to agree or  
17 disagree with the findings.

18 BY MS. MITCHELL:

19 Q Finding number five, "Inappropriate use of funds," this  
20 is on page seven of the exhibit. This is Exhibit 91. Have  
21 you seen -- excuse me. Were you familiar with this finding  
22 prior to today?

23 MR. MCRAE: Objection, relevance.

24 THE COURT: Overruled.

25 THE WITNESS: Not as it relates to this audit, no.

III-52

1 BY MS. MITCHELL:

2 Q Do you have any reason as you sit here today to  
3 disagree with the findings by the Country  
4 Controller-Auditor?

5 MR. MCRAE: Objection, relevance, lack of  
6 foundation.

7 THE COURT: Overruled.

8 THE WITNESS: I don't have a basis for -- to agree  
9 or disagree.

10 THE COURT: Just one moment, Counsel.

11 MS. MITCHELL: Would you like me to go back to the  
12 next -- the prior page, your Honor?

13 THE COURT: Yes, please, to number five. I'll be  
14 with you in one moment. Thank you, Counsel.

15 MS. MITCHELL: Thank you, your Honor.

16 BY MS. MITCHELL:

17 Q Mr. Szabo, going to the next page, page eight, finding  
18 number six, that there were late payments to sub-recipients,  
19 were you familiar with this finding prior to today?

20 MR. MCRAE: Objection, relevance, lack of  
21 foundation.

22 THE COURT: Overruled.

23 THE WITNESS: Not as it relates to this audit.

24 BY MS. MITCHELL:

25 Q Do you have any reason as you sit here today to

III-53

1 disagree with these findings?

2 MR. MCRAE: Objection, relevance, lack of  
3 foundation.

4 THE COURT: Overruled. And if you need to review  
5 the document more thoroughly, you may.

6 THE WITNESS: It's fine. I have neither a basis  
7 to agree or disagree.

8 THE COURT: I'm sorry? I couldn't hear. I'm  
9 sorry.

10 THE WITNESS: I do not have a basis to either  
11 agree or disagree with the finding.

12 THE COURT: Thank you.

13 BY MS. MITCHELL:

14 Q Showing you finding number seven on the following page,  
15 page nine of Exhibit 91, the finding that there were  
16 record-keeping deficiencies with the working capital  
17 advances, were you familiar with that finding prior to  
18 today?

19 MR. MCRAE: Objection, relevance, lack of  
20 foundation.

21 THE COURT: Overruled.

22 THE WITNESS: Not as it relates to this audit.

23 BY MS. MITCHELL:

24 Q Do you have any reason to doubt the accuracy of this  
25 finding by the County?

III-54

1 MR. MCRAE: Objection, relevance, lack of  
2 foundation.

3 THE COURT: Overruled.

4 THE WITNESS: I don't -- I do not have a basis to  
5 agree or disagree with this finding.

6 BY MS. MITCHELL:

7 Q Showing you the following finding on page 10 of Exhibit  
8 91, that there were improper retroactive contacts. Did  
9 you -- were you familiar with this finding prior to today?

10 MR. MCRAE: Objection, relevance, lack of  
11 foundation.

12 THE COURT: Overruled.

13 THE WITNESS: Not as it relates to this audit.

14 BY MS. MITCHELL:

15 Q Following page, page 11, finding number nine of Exhibit  
16 91, the finding that there was inadequate contract -- excuse  
17 me, let me rephrase -- number nine, that there was an  
18 inadequate contract monitoring plan, were you familiar with  
19 the finding prior to today?

20 MR. MCRAE: Objection, relevance, lack of  
21 foundation.

22 THE COURT: Overruled.

23 THE WITNESS: Not as it relates to this audit.

24 BY MS. MITCHELL:

25 Q Do you have any reason to disagree with the findings?

III-55

1 MR. MCRAE: Objection, relevance, lack of  
2 foundation.

3 THE COURT: Overruled.

4 THE WITNESS: I don't have a basis to agree or  
5 disagree with that finding.

6 BY MS. MITCHELL:

7 Q Moving on to page 13 of Exhibit 91, finding number 10,  
8 lack of contract monitoring standards -- and I'll zoom  
9 out -- were you aware of this finding prior to today?

10 MR. MCRAE: Objection, relevance, lack of  
11 foundation.

12 THE COURT: Overruled.

13 THE WITNESS: Not as it relates to this audit.

14 BY MS. MITCHELL:

15 Q And do you have any reason to disagree with this  
16 finding as you sit here today?

17 A I don't have a basis to --

18 MR. MCRAE: Objection, lack of foundation, and  
19 relevance.

20 THE COURT: Overruled.

21 THE WITNESS: I don't have a basis to agree or  
22 disagree.

23 THE COURT: Just a moment, Counsel. Thank you,  
24 Counsel.

25 //

III-56

1 BY MS. MITCHELL:

2 Q Finding number 11, on page 14, that there were delays  
3 with reimbursement claims, were you familiar with this  
4 finding prior to today?

5 MR. MCRAE: Objection, relevance, lack of  
6 foundation.

7 THE COURT: Overruled.

8 THE WITNESS: Not as it relates to this audit.

9 BY MS. MITCHELL:

10 Q By the way, you mentioned Measure H funds, permanent  
11 supportive housing units within the City of Los Angeles --  
12 excuse me. Measure --

13 THE COURT: I couldn't hear you, Counsel.

14 BY MS. MITCHELL:

15 Q Measure H funds, permanent supportive housing services  
16 for projects, permanent supportive housing projects, within  
17 the City of Los Angeles. Is that right?

18 A Correct. It funds the intensive case management  
19 services associated with permanent supportive housing units  
20 within the City, yes.

21 Q And is that -- are those permanent supportive housing  
22 units some of the units that are reported as part of the  
23 Alliance program?

24 MR. MCRAE: Objection, vague.

25 THE COURT: Do you understand the question?

III-57

1 THE WITNESS: I do.

2 THE COURT: You may answer. Thank you, sir.

3 THE WITNESS: Yes.

4 BY MS. MITCHELL:

5 Q And what about the permanent supportive housing  
6 projects that have been reported as part of the Road Map  
7 program?

8 MR. MCRAE: Objection, incomplete. What about  
9 them?

10 THE COURT: Overruled.

11 THE WITNESS: The limited number of PSH units that  
12 are reported as part of the Road Map, yes, are funded --  
13 they're funded by the County. I do need to clarify this,  
14 because I do believe they are all funded from Measure H, but  
15 I'm not the authority on whether they're using other funds.  
16 There may be cases where they use other funds, but my  
17 understanding is that Measure H covers the services  
18 associated with all of the PSH units, both in the Road Map  
19 and in the Alliance.

20 BY MS. MITCHELL:

21 Q Thank you. Showing you finding number 15 on page 17 of  
22 Exhibit 91, there was no quality assurance and improvement  
23 program. Were you familiar with this finding prior to  
24 arriving here at court today?

25 MR. MCRAE: Objection, lack of foundation, and

III-58

1 relevance.

2 THE COURT: Overruled.

3 THE WITNESS: Not as it relates to this audit.

4 BY MS. MITCHELL:

5 Q Showing you Exhibit 92, a homelessness audit that was  
6 released by the L.A. City Controller called "Pathways to  
7 Permanent Housing," and it was dated December 10th of 2024,  
8 were you familiar with this audit prior to arriving here  
9 today?

10 MR. MCRAE: Objection, relevance.

11 THE COURT: Overruled. And just a moment,  
12 Counsel.

13 Do you have that in front of you, sir?

14 THE WITNESS: I do.

15 THE COURT: All right. Just a moment. All right.  
16 Thank you, Counsel. Your question, please.

17 BY MS. MITCHELL:

18 Q I think my question was, were you familiar with this  
19 audit prior to arriving here today?

20 MR. MCRAE: Relevance.

21 THE COURT: Overruled.

22 THE WITNESS: Yes, I am familiar with this audit.

23 BY MS. MITCHELL:

24 Q Showing you page three of Exhibit 92, the key findings  
25 on interim housing, there was a finding by the L.A. City

III-59

1 Controller that occupancy rates were -- never went above 78  
2 percent during the five-year period that was reported. Do  
3 you see that?

4 MR. MCRAE: Objection, the document speaks for  
5 itself, it mischaracterizes the document, lack of  
6 foundation, and relevance.

7 THE COURT: overruled

8 THE WITNESS: I see that, yes.

9 BY MS. MITCHELL:

10 Q Do you have any reason to disagree with the L.A. City  
11 Controller's findings here?

12 MR. MCRAE: Objection, lack of foundation,  
13 relevance.

14 THE COURT: Overruled.

15 THE WITNESS: I do not have a reason to disagree,  
16 but I would need to review, if you're asking me to agree.

17 THE COURT: I'm sorry? I didn't hear.

18 THE WITNESS: I said I don't have a basis to  
19 disagree. I'll just leave it at that. I don't have a basis  
20 to disagree.

21 BY MS. MITCHELL:

22 Q The next finding is that there were severe data quality  
23 issues. Can you read that paragraph for us, starting at the  
24 second bullet point, "Severe data quality issues." Would  
25 you like me to blow it up a little more?

III-60

1 A Can we move it over? There we go. Thank you.

2 "The lack of reliable information makes  
3 meaningful evaluation of system  
4 performance difficult, impedes LAHSA's  
5 ability to hold underperforming service  
6 providers accountable, and prevents the  
7 City from making informed decisions  
8 about where to direct future spending."

9 Q Do you have any reason to disagree with that finding?

10 MR. MCRAE: Objection, relevance, and lack of  
11 foundation.

12 THE COURT: Overruled.

13 THE WITNESS: I would need to review the specific  
14 area that it's describing.

15 THE COURT: Take your time and look at the  
16 document.

17 And if you could blow up that section, Counsel, as  
18 we go, it would be easier for all the parties to read in the  
19 court. So you're at "Severe data quality issues," the third  
20 bullet point.

21 (Pause.)

22 BY MS. MITCHELL:

23 Q Are you ready, Mr. Szabo?

24 A I am, I believe. It appears that that is a general  
25 statement, so, unless I'm -- again, unless I'm missing it,

III-61

1 it appears that it is a general statement, and so I would  
2 not be able to address it without looking at the specifics  
3 that that general statement is referring to.

4 Q But you don't have any reason as you sit here today to  
5 disagree with that statement. Is that right?

6 A I can't tell you -- sorry.

7 MR. MCRAE: Objection, lack of foundation,  
8 relevance.

9 THE COURT: Overruled. You can answer the  
10 question, sir.

11 THE WITNESS: I can't tell you if I agree or  
12 disagree unless I'm able to look at the underlying  
13 information.

14 BY MS. MITCHELL:

15 Q Underlying information that the controller reviewed?

16 A The basis. I mean, again, what I was looking for was a  
17 section in the audit that was specific to that finding, and  
18 I don't see one. So --

19 Q I guess my question is -- I'm sorry. Were you  
20 finished?

21 A No. I was just going to repeat that if -- that, in  
22 order for me to indicate to you whether I agree or disagree,  
23 have a basis for a basis for agreeing or disagreeing, I  
24 would need to see the underlying information.

25 Q My question was a little bit more general, though, was

III-62

1 that -- well, maybe I'll ask a more general question, Mr.  
2 Szabo. Do you have any reason -- regardless of what's  
3 contained in the audit, do you have any reason to disagree  
4 with the statement that there are severe data quality issues  
5 found within LAHSA?

6 MR. MCRAE: Your Honor, objection. That's  
7 unintelligible, if it's outside the audit, but pertaining to  
8 the audit.

9 THE COURT: Overruled.

10 MR. MCRAE: It's also lacking foundation, and it  
11 is not relevant.

12 THE COURT: Overruled. You can answer the  
13 question, sir.

14 THE WITNESS: It is -- LAHSA is an enormous  
15 agency, with about \$800,000,000 of programs that flow  
16 through it that it funds, and there have been  
17 well-documented issues. So, in general, I don't disagree  
18 that there have been issues with data at LAHSA.

19 However, with that understanding, in the areas  
20 that the City is responsible for, particularly as it relates  
21 to our obligations under the settlement agreement, we have  
22 taken steps to ensure that the data that we are reporting is  
23 accurate, using our own processes.

24 MR. MCRAE: Your Honor, just to clarify, when the  
25 witness said, "The settlement agreement," perhaps, just to

III-63

1 clear the record, he could state what settlement agreement  
2 he's referring to, so the record is clear.

3 THE COURT: Is that your question of him?

4 MR. MCRAE: It's not a question. It's just a  
5 request. For clarity of the record, it might be helpful.

6 THE COURT: Cross examination, please ask him. If  
7 you want to ask him now, I have --

8 THE WITNESS: Yes.

9 MR. MCRAE: Thank you. Thank you, your Honor.

10 MS. MITCHELL: I can ask the question, your Honor.  
11 It's fine.

12 BY MS. MITCHELL:

13 Q Mr. Szabo, when you refer to the --

14 THE COURT: We have cross examination, but, for  
15 clarity, just --

16 THE WITNESS: Yes.

17 THE COURT: -- which are you referring to?

18 THE WITNESS: I'm referring to the settlement  
19 agreement that is the basis of this entire proceeding.

20 THE COURT: Are you referring to the Road Map  
21 agreement?

22 THE WITNESS: The --

23 THE COURT: Are you referring to the LA Alliance  
24 agreement --

25 THE WITNESS: The LA Alliance agreement.

III-64

1 THE COURT: -- or are you referring to Inside  
2 Safe?

3 THE WITNESS: I'm referring to the settlement  
4 agreement that --

5 THE COURT: Hold on. There's --

6 THE WITNESS: -- of which Inside Safe is part of  
7 our reporting.

8 THE COURT: There's lot of settlement agreements.  
9 Let's go Road Map agreement. Let's take that one first.

10 THE WITNESS: Yes.

11 THE COURT: LA Alliance?

12 THE WITNESS: Yes.

13 THE COURT: Inside Safe?

14 THE WITNESS: Yes.

15 THE COURT: Okay. Got it.

16 BY MS. MITCHELL:

17 Q Does the City of Los Angeles rely on LAHSA to report  
18 data as part of those three programs?

19 MR. MCRAE: Objection, vague.

20 THE COURT: Overruled.

21 THE WITNESS: We do, and we have to. We have to  
22 work with LAHSA in all -- yes. We have to work with LAHSA.  
23 They are a contractor. They work with the service  
24 providers. They contract with the service providers. So  
25 yes, we work with LAHSA, and we do rely on their data,

III-65

1 subject to our verification.

2 BY MS. MITCHELL:

3 Q Well, let's go back real quick. When you said, "We  
4 rely on their data, subject to verification," what does that  
5 mean?

6 A That means that we have a professional staff that works  
7 with LAHSA to reconcile and verify, to the very best of our  
8 ability, the data that we're reporting both to the city  
9 council and the mayor, and to this Court.

10 Q But the data is coming from LAHSA, correct?

11 MR. MCRAE: Objection, argumentative, and asked  
12 and answered.

13 THE COURT: I want to hear your question again.  
14 I'm not sure I heard it correctly.

15 BY MS. MITCHELL:

16 Q The data is coming from LAHSA, correct?

17 MR. MCRAE: It's vague, it's asked and answered,  
18 and it's argumentative.

19 THE COURT: Overruled. You can answer the  
20 question. "The data is coming from LAHSA?," I think was the  
21 question.

22 THE WITNESS: In some cases, LAHSA owns the data,  
23 or LAHSA is the source of the data. That is correct.

24 BY MS. MITCHELL:

25 Q The next bullet point, "LAHSA's program management and

III-66

1 monitoring are vastly inadequate," can you read that  
2 paragraph into the record, please.

3 MR. MCRAE: Objection, relevance.

4 THE COURT: Overruled.

5 THE WITNESS: "The agency does not have  
6 a formal process in place to regularly  
7 review the performance of providers,  
8 including occupancy, placement rates,  
9 and hold underperforming service  
10 providers accountable by requiring  
11 significant corrective action."

12 BY MS. MITCHELL:

13 Q Do you have any reason to disagree with that finding as  
14 you sit here today?

15 MR. MCRAE: Objection, lack of foundation,  
16 relevance.

17 THE COURT: Overruled.

18 THE WITNESS: Again, it's not clear what it's  
19 referring to, if that's a general statement or if it's a  
20 specific program.

21 THE COURT: Just one moment, please. Thank you.

22 BY MS. MITCHELL:

23 Q The three programs that we have been discussing that  
24 were subject to the assessment, Inside Safe, the Alliance  
25 program, and the Road Map program, would you agree that

III-67

1 those three programs make up the majority of the housing and  
2 shelter projects within the City of Los Angeles?

3 MR. MCRAE: Objection, relevance --

4 THE COURT: Overruled.

5 MR. MCRAE: -- and vague.

6 THE WITNESS: It -- I believe it does, yes. I  
7 believe that's a fair statement.

8 BY MS. MITCHELL:

9 Q Let's move on to Exhibit 1. Can you describe the Road  
10 Map agreement for us, please?

11 MR. MCRAE: Objection, relevance.

12 THE COURT: Well, just a moment. Before we get  
13 into that, do you want to recess --

14 MR. MCRAE: Sure.

15 THE COURT: -- the session, Counsel?

16 MS. MITCHELL: I can --

17 THE COURT: No. If you want to continue on,  
18 that's fine. I'm just trying to be polite.

19 MS. MITCHELL: I can keep going, your Honor.

20 THE COURT: Do you want -- all right.

21 MR. MCRAE: I thought we were asking the witness,  
22 as well, whether he needs a break. I don't know.

23 THE COURT: Do you need a recess at all?

24 THE WITNESS: A brief recess would be nice.

25 THE COURT: Sure. Then let's take one. Okay.

III-68

1 THE WITNESS: Thank you. Appreciate it.

2 THE COURT: Then, Counsel, 15 minutes. Go have a  
3 good recess. Okay. We'll see you in 15 minutes. In fact,  
4 let's make that easy. Let's make that 20 minutes, so  
5 quarter to the hour. Okay? Thank you very much. You may  
6 step down, take a rest. And, by the way, you're more than  
7 welcome to talk to counsel at any time. There's no  
8 preclusion. Okay?

9 (Proceedings recessed briefly.)

10 THE COURT: We're back on the record, Counsel.  
11 All parties are present.

12 MR. UMHOFFER: Your Honor, the Court has previously  
13 requested a glossary of the council districts, their  
14 current -- and their current occupants. We have prepared  
15 that. I provided it to all the other parties over here. I  
16 don't think, at this point, in the second rendition, that  
17 there's any objection to it. I'm happy to bring this up to  
18 the Court. It's been distributed to the parties.

19 THE COURT: Just mark it as an exhibit.

20 MR. MCRAE: Your Honor, I'm sorry. I know that  
21 earlier there was an issue. I'm afraid I wasn't briefed on  
22 who counsel on my team was speaking to, so that I could  
23 confirm that this is acceptable. I don't know.

24 MR. UMHOFFER: I spoke with Angelique. I gave her  
25 a copy.

III-69

1 THE COURT: I simply want CD1, for instance, to  
2 have a name of a councilperson. I know who they are, but  
3 we'll refer to that council district and the name of the  
4 councilperson if we need to. Okay?

5 MS. MITCHELL: With just the council members, your  
6 Honor, there's both current and prior occupant. Did the  
7 Court require prior occupant, as well?

8 THE COURT: I probably know who the prior  
9 occupants are by heart. I simply want to know who the  
10 present occupants are. Do you have that?

11 MS. MITCHELL: Okay. So maybe just strike the  
12 second column, and then we can provide the Court with the  
13 information requested.

14 MR. UMHOFFER: Okay. We'll do a third rendition of  
15 that and get it to the Court.

16 MR. MCRAE: Thank you, your Honor.

17 THE COURT: And, by the way, if you want to  
18 include both prior and present, that's fine, because we go  
19 clear back to 2020 with some of these agreements. Okay?

20 MR. UMHOFFER: Your Honor, may I approach with  
21 that, then?

22 THE COURT: Yes.

23 MR. UMHOFFER: Thank you, your Honor.

24 THE COURT: Thank you.

25 MR. MCRAE: Your Honor, I think that --

III-70

1 THE COURT: Well, give it an exhibit number. I  
2 don't like the record not to have an exhibit number.

3 Just a moment. We can do this during lunchtime.  
4 The witness is on the stand. His time is valuable. We're  
5 back in session.

6 MS. MITCHELL: Thank you, your Honor.

7 THE COURT: All right. This is continued direct  
8 examination.

9 MS. MITCHELL: Thank you.

10 BY MS. MITCHELL:

11 Q Mr. Szabo, I think we were getting to the Road Map  
12 agreement. Can you briefly describe what the Road Map  
13 agreement is?

14 MR. MCRAE: Objection, relevance.

15 THE COURT: Overruled.

16 THE WITNESS: I can. I would appreciate a  
17 physical copy, though. This is kind of --

18 BY MS. MITCHELL:

19 Q Exhibit 1.

20 (Witness proffered document.)

21 A -- difficult to work with. Thank you.

22 Q Yes. My question was, can you briefly describe the  
23 Road Map agreement?

24 MR. MCRAE: Objection, calls for -- "describe" is  
25 vague, and, also, lack of relevance, lack of foundation.

III-71

1 THE COURT: Well, just a moment. I didn't hear  
2 the question.

3 BY MS. MITCHELL:

4 Q Can you briefly describe the Road Map agreement?

5 MR. MCRAE: It's --

6 THE COURT: Overruled.

7 MR. MCRAE: It's vague, lack of foundation,  
8 relevance.

9 THE WITNESS: The Road Map agreement is an  
10 agreement between the City of Los Angeles and the County of  
11 Los Angeles whereby the City agreed to establish 6,000 new  
12 beds over a period of 18 months, beginning -- and this is  
13 what I was trying to refer to -- beginning in -- in fact, I  
14 don't remember the date, actually -- over a period of 18  
15 months in 2020, beginning in 2020, through, I believe,  
16 December of 2021.

17 And the agreement was -- covered a period of five  
18 years, whereby the County agreed that it would pay the City  
19 a total of up to \$293,000,000 to cover a portion of the  
20 services, the operating costs of those beds. The total  
21 agreement was for 6,700 beds, but there were an additional  
22 700 beds that were added that were already within existing  
23 agreements.

24 BY MS. MITCHELL:

25 Q Now, what we're looking at in Exhibit 1 is the short

III-72

1 term sheet that was reached by the City and the County on  
2 June 18th, 2020. Is that right?

3 MR. MCRAE: Objection, legal conclusion,  
4 relevance.

5 THE COURT: Overruled.

6 THE WITNESS: Yes. June 18th is what the document  
7 indicates.

8 BY MS. MITCHELL:

9 Q Okay. And looking at Exhibit 2, this is the memorandum  
10 of understanding between the County of Los Angeles and the  
11 City of Los Angeles. It was Docket Number 185, and that was  
12 the more formalized agreement that was ultimately finalized  
13 October 13th of 2020. Is that right?

14 MR. MCRAE: Objection, vague, relevance, lack of  
15 foundation, calls for a legal conclusion.

16 THE COURT: Overruled.

17 BY MS. MITCHELL:

18 Q Or it was filed on October 13th of 2020?

19 MR. MCRAE: Compound, same objections.

20 THE WITNESS: October 13th, 2020, is what is  
21 indicated on the document as the filed date.

22 BY MS. MITCHELL:

23 Q And this is, in fact, the final memorandum which  
24 finalized the terms and conditions involving the term sheet  
25 of the Road Map MOU. Is that right?

III-73

1 MR. MCRAE: Objection, relevance, lack of  
2 foundation, calls for a legal conclusion.

3 THE COURT: Overruled.

4 THE WITNESS: Correct.

5 BY MS. MITCHELL:

6 Q Okay. Going back to the term sheet, which is Exhibit  
7 1, the City committed to establishing 5,300 beds within 10  
8 months, and if the City did so, it received a bonus of  
9 \$8,000,000, is that right, from the County?

10 MR. MCRAE: Objection, relevance, and calls for a  
11 legal conclusion again.

12 THE COURT: Overruled.

13 THE WITNESS: Correct. That's what the term sheet  
14 says.

15 BY MS. MITCHELL:

16 Q And the City actually accomplished that goal, right?  
17 It established 5,300, or more than 5,300 beds in 10 months,  
18 and --

19 MR. MCRAE: Relevance.

20 BY MS. MITCHELL:

21 Q -- and received the bonus, the \$8,000,000 bonus, from  
22 the County?

23 MR. MCRAE: Relevance.

24 THE COURT: Overruled.

25 //

III-74

1 BY MS. MITCHELL:

2 Q Is that right?

3 A I don't believe we received the bonus.

4 Q Did the City build over 5,300 beds within 10 months?

5 MR. MCRAE: Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: Yes. Yes, we did.

8 BY MS. MITCHELL:

9 Q But the City never received the \$8,000,000 bonus from  
10 the County?

11 MR. MCRAE: Asked and answered, lack of  
12 foundation --

13 THE COURT: Overruled.

14 MR. MCRAE: -- relevance.

15 THE COURT: Overruled.

16 THE WITNESS: And I need to just clarify. I  
17 wasn't CAO at the time. I do not -- it is not my  
18 recollection that we received the bonus, but I would need to  
19 confirm that. I don't believe we did.

20 BY MS. MITCHELL:

21 Q Okay. Showing you what has been marked as Exhibit 5,  
22 this is the COVID-19 Homelessness Road Map report involving  
23 a City-County MOU dated April 15th of 2021, with  
24 interventions open and occupiable on April 16th of 2021.  
25 Were you CAO at this time?

III-75

1 MR. MCRAE: Relevance.

2 THE COURT: Overruled.

3 THE WITNESS: April 15th, 2021?

4 BY MS. MITCHELL:

5 Q Correct.

6 A I was not CAO at that time.

7 Q You were still in the mayor's office. Is that right?

8 MR. MCRAE: Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: Correct.

11 BY MS. MITCHELL:

12 Q Showing you page five of five, how many total confirmed  
13 beds were open and occupiable on April 16th of 2021?

14 MR. MCRAE: Objection, relevance, and lack of  
15 foundation.

16 THE COURT: Overruled.

17 THE WITNESS: The report indicates 6,195.

18 BY MS. MITCHELL:

19 Q And going back one page, on the new beds, page four on  
20 Exhibit 5, how many new beds did the City establish by this  
21 date?

22 MR. MCRAE: Objection, lack of foundation. The  
23 witness can only read what's on the document.

24 MS. MITCHELL: According to the report.

25 MR. MCRAE: Well, then, the document speaks for

III-76

1 itself, and there's not a question, other than "Can you  
2 read?"

3 THE COURT: Overruled. You can answer the  
4 question.

5 THE WITNESS: The report indicates 5,467.

6 BY MS. MITCHELL:

7 Q All right. Now, as part of the Road Map beds, the City  
8 was using a mix of beds, some interim, some permanent  
9 supportive housing, some safe parking, and some time-limited  
10 subsidy vouches. Is that right?

11 MR. MCRAE: Objection, relevance, lack of  
12 foundation.

13 THE COURT: Overruled.

14 THE WITNESS: We were using a mix of -- it is  
15 accurate that we were using a mix of housing interventions.  
16 As just a clarification, at the time the rental subsidy  
17 program was called "Rapid Rehousing."

18 BY MS. MITCHELL:

19 Q Now, the City has been reporting thousands of  
20 time-limited subsidy beds, also known as "rapid rehousing  
21 beds," as part of its Road Map obligation for the last five  
22 years. Is that right?

23 MR. MCRAE: Objection, vague, lack of foundation,  
24 and relevance.

25 THE COURT: Overruled.

III-77

1 THE WITNESS: We have been reporting -- a portion  
2 of our Road Map commitment has been met over the last five  
3 years, through either the rapid rehousing program or its  
4 successor program, time-limited subsidies.

5 BY MS. MITCHELL:

6 Q And for the last couple years, at least, it's been  
7 roughly 2,000 beds of the 6,700 that were reported as part  
8 of the Road Map agreement have been time-limited subsidy  
9 beds. Is that right?

10 MR. MCRAE: Objection, lack of foundation,  
11 relevance.

12 THE COURT: Overruled.

13 THE WITNESS: It has been approximately that  
14 number.

15 BY MS. MITCHELL:

16 Q Okay.

17 A It has fluctuated, as the agreement allows us to do.

18 Q Were you aware that a significant portion of the  
19 funding for those beds was coming from sources outside the  
20 City of Los Angeles?

21 MR. MCRAE: Objection, relevance, lack of  
22 foundation.

23 THE COURT: Overruled. You may answer the  
24 question.

25 THE WITNESS: "Outside of the City of Los

III-78

1 Angeles," you're referring to the TLS program?

2 BY MS. MITCHELL:

3 Q Correct.

4 MR. MCRAE: Same objections.

5 THE COURT: Overruled.

6 THE WITNESS: We were aware, we are aware, that  
7 the program combines funding from other sources. It's a  
8 single program. It is a program run by LAHSA, and in an  
9 effort to maximize the dollars and to provide as many rental  
10 subsidies to as many persons experiencing homelessness, or  
11 formerly experiencing homelessness, as possible, they  
12 combine the funding, for efficiency purposes. We are -- we  
13 do understand that.

14 BY MS. MITCHELL:

15 Q And you understood that for the last five years, that a  
16 significant portion of the funding was coming from the  
17 County and the state for these beds. Is that right?

18 MR. MCRAE: Objection, lack of foundation, vague,  
19 and relevance.

20 THE COURT: Overruled.

21 THE WITNESS: Well, we're now talking about, you  
22 know, who touched the money last, basically. There are  
23 multiple sources of funds that fund this program. There are  
24 funds that flow directly from the state to LAHSA. There's  
25 funds that flow from the state to the County, funds that

III-79

1 flow from the state to us, and that is a portion of how  
2 we're funding the TLS program, yes.

3 BY MS. MITCHELL:

4 Q Okay. So, in essence, money is coming from the state,  
5 money is coming from the County, and money is coming from  
6 the City, and they're all going into one account that is  
7 funding the beds.

8 MR. MCRAE: Objection.

9 BY MS. MITCHELL:

10 Q Is that accurate to say?

11 MR. MCRAE: Objection, compound, vague, lack of  
12 foundation, relevance.

13 THE COURT: Overruled.

14 THE WITNESS: It is a -- that's accurate. It is a  
15 program that is designed to maximize the use of the dollars,  
16 rather than have siloed programs.

17 BY MS. MITCHELL:

18 Q Let's go ahead and go back to Exhibit 2. Do you have  
19 Exhibit 2 in front of you, the City-County MOU?

20 A Yes, I do.

21 Q Okay. Let's look at Section 3A, and, looking at  
22 Section 3A, the City had an obligation to provide a total of  
23 6,000 new beds. Is that right?

24 MR. MCRAE: Objection, lack of foundation, and  
25 relevance --

III-80

1 THE COURT: Overruled.

2 MR. MCRAE: -- and also calls for a legal  
3 conclusion.

4 THE COURT: Overruled.

5 THE WITNESS: That is what Section 3A indicates,  
6 yes.

7 BY MS. MITCHELL:

8 Q And the City specifically had to provide those beds.  
9 Is that right?

10 MR. MCRAE: Objection, asked and answered, it  
11 calls for a legal conclusion, lack of foundation, relevance.

12 THE COURT: Overruled.

13 THE WITNESS: "Provide" is the term the document  
14 uses, yes.

15 BY MS. MITCHELL:

16 Q Okay. Now, going over to Section 3E, please read into  
17 the record Section 3E.

18 A "Except as otherwise stated in this MOU,  
19 or to the extent County is responsible  
20 for costs in the agreement or plan  
21 between the parties other than this MOU,  
22 City is responsible for all costs,  
23 including capital costs, operating  
24 costs, and/or other expenses associated  
25 with the 6,000 new beds and 700 other

III-81

1 beds described herein."

2 Q It's your contention that the City provided those beds,  
3 even though the City did nothing to procure those TLS beds.  
4 Is that right?

5 MR. MCRAE: Your Honor, objection. This is legal  
6 argument about the interpretation of a contract. It lacks  
7 foundation, it calls for a legal conclusion, and it assumes  
8 that the word "provide" or "responsible" is mutually  
9 exclusive with the money coming from someplace else, so long  
10 as the City provides the beds. So it's inappropriate to  
11 examine the witness on the interpretation of the contract.

12 THE COURT: Overruled. You can answer the  
13 question.

14 MS. MITCHELL: And I'm also going to object that  
15 that was significant coaching by counsel, your Honor.

16 MR. MCRAE: It's not coaching. It's articulating  
17 the objection.

18 THE COURT: I thank both of you for your  
19 participation.

20 MS. MITCHELL: Thank you, your Honor.

21 THE COURT: Let's cease the colloquy between  
22 counsel. Am I clear?

23 MR. MCRAE: Yes, your Honor.

24 THE COURT: Clear?

25 MR. MCRAE: Yes, your Honor.

III-82

1 THE COURT: Am I clear?

2 MR. MCRAE: Yes, your Honor.

3 THE COURT: All right. Thank you very much. The  
4 objection is overruled.

5 Your answer, sir, if you can remember the  
6 question.

7 THE WITNESS: Could you repeat the question?

8 BY MS. MITCHELL:

9 Q It's your contention that the City provided those beds,  
10 even though the City did nothing to procure those beds?

11 MR. MCRAE: Objection --

12 BY MS. MITCHELL:

13 Q Is that correct?

14 MR. MCRAE: -- vague as to "you," lack of  
15 foundation, calls for a legal conclusion, relevance, and  
16 assumes facts.

17 THE COURT: Overruled. You can answer that  
18 question, sir.

19 THE WITNESS: The definition of "new beds" in the  
20 MOU specifically identifies rental assistance, including  
21 rapid rehousing, as an eligible intervention that would  
22 qualify for the counting of new beds.

23 BY MS. MITCHELL:

24 Q Mr. Szabo, is it the City's contention that the City  
25 provided those beds, even though the City did nothing to

III-83

1 actually procures those additional beds?

2 MR. MCRAE: Objection, that's argument, lack of  
3 foundation, vague, and relevance.

4 THE COURT: Overruled. You can answer that  
5 question, sir.

6 THE WITNESS: I completely disagree that -- with  
7 the assertion that the City did absolutely nothing to  
8 procure those beds. We -- the purpose of this agreement was  
9 to establish through multiple means, and as many means as  
10 possible, an extraordinarily high number of beds in a very,  
11 very short period of time. I mean, the fact that we agreed  
12 to 6,000 new beds over an 18-month period of time required  
13 the City to use every possible resource and pursue every  
14 possible pathway to get as many beds out as possible.

15 So, if the agreement required the City to create  
16 from the ground up its own programs, there is no way we  
17 would have been able to -- no way we would have been able to  
18 agree to that, and it wouldn't have been efficient. It  
19 would have been a waste of resources. And so, yes, the city  
20 used every possible option, as allowed for in the MOU  
21 between the City and the County, to establish those beds,  
22 including programs run by other agencies, which we funded.

23 BY MS. MITCHELL:

24 Q Even though those funds were coming from the state and  
25 from the County, regardless?

III-84

1 MR. MCRAE: Objection, it's argument, lack of  
2 foundation, relevance, calls for a legal conclusion, and  
3 it's been asked and answered now.

4 THE COURT: It's incomplete. Restate the  
5 question, Counsel.

6 BY MS. MITCHELL:

7 Q It is the City's contention that the City should get  
8 credit for those time-limited subsidy beds that it did not  
9 pay for, where the funding came from other sources, even  
10 though that funding was coming into LAHSA regardless of  
11 whether the City was also contributing money?

12 MR. MCRAE: Objection, it's compound, it assumes  
13 facts, it calls for a legal conclusion, it lacks foundation,  
14 relevance, and it's vague.

15 THE COURT: Overruled. You may answer the  
16 question, sir.

17 THE WITNESS: So there's a number of -- I think  
18 you're making a number of points there I don't -- I'm going  
19 to try to address. So, number one, you know, we were  
20 responsible for establishing these beds or providing these  
21 beds. I don't think, you know, a city or a county or a  
22 state is funded -- there's multiple sources of funding. I  
23 don't think -- if you're arguing that the City is  
24 responsible for establishing these beds using its own  
25 locally generated general funds, that's -- that makes no

III-85

1 sense whatsoever. The -- of course we would maximize the  
2 use, and use state funds or federal funds or other funds  
3 that the City is able to secure for the purposes of  
4 providing housing.

5 That's -- it would be -- it would make absolutely  
6 no sense to limit the funding sources in which we could rely  
7 on to get these beds available for people who were living on  
8 the street, and yes, I mean, if we're establishing and  
9 providing the beds, using a program that uses other sources  
10 of funds, I find that completely legitimate and consistent  
11 with the agreement. We do the same exact thing with  
12 permanent supportive housing, of which this agreement allows  
13 for.

14 The City doesn't pay for -- out of its own general  
15 funds the entirety of the cost of the project. We contract  
16 with a developer. We provide a certain subsidy. Some of  
17 that subsidy we get through a federal program, the Home  
18 program. The developer is responsible for other sources of  
19 funds, state funds and federal funds, and that, combined,  
20 causes -- you know, allows for the construction of that new  
21 housing.

22 Nowhere did we ever contemplate limiting the City  
23 to programs its only developed, or funds that it's only --  
24 that are only locally generated. We would not have agreed  
25 to that. It didn't agree -- it didn't require that, and, by

III-86

1 the way, the County paid us \$53,000,000 in the first year,  
2 and \$60,000,000 the second year, and 60 the third, 60 the  
3 fourth, and 60 the fifth, validating that we had met our  
4 obligation.

5 BY MS. MITCHELL:

6 Q The money that was being paid from the County for  
7 time-limited subsidy beds was in addition to the yearly  
8 contributions the County was making directly to the City as  
9 part of this program. Is that right?

10 MR. MCRAE: Objection, vague, lack of foundation,  
11 relevance.

12 THE COURT: Overruled. You can answer the  
13 question, sir.

14 THE WITNESS: The \$60,000,000 was exclusive to  
15 providing services for the beds that were established, not  
16 for establishing the beds.

17 BY MS. MITCHELL:

18 Q Are you aware that A and M made the determination that  
19 there were no expenditures for 70 percent of the  
20 time-limited subsidy contracts that they were given as part  
21 of the Road Map program?

22 MR. MCRAE: Objection, mischaracterizes the  
23 assessment, relevance, lack of foundation, and vague.

24 THE COURT: overruled

25 THE WITNESS: I'm aware that they reported that

III-87

1 finding.

2 BY MS. MITCHELL:

3 Q Are you aware that there was no identification of  
4 time-limited subsidy slots in the 30 percent of the  
5 contracts where they did find expenditures?

6 MR. MCRAE: Same objections, relevance, lack of  
7 foundation, vague.

8 THE COURT: Overruled.

9 THE WITNESS: Can you repeat the question?

10 BY MS. MITCHELL:

11 Q Are you aware that Alvarez and Marsal could not  
12 identify the number of slots belonging to each contract for  
13 the 30 percent of contracts they reviewed that did provide  
14 expenditures for TLS?

15 MR. MCRAE: Objection, relevance, lack of  
16 foundation.

17 THE COURT: Overruled.

18 THE WITNESS: I'm aware that they were unable to  
19 reach a conclusion within the time they had to write the  
20 report.

21 BY MS. MITCHELL:

22 Q Moving on to the settlement agreement, the LA Alliance  
23 settlement agreement, which is Exhibit 25.

24 THE COURT: I'm sorry, Counsel. Could you repeat  
25 that? Could you repeat that?

III-88

1 BY MS. MITCHELL:

2 Q Yes. Moving on to Exhibit 25, which is the LA Alliance  
3 settlement agreement. We talked a bit about this yesterday,  
4 and as part of the settlement agreement, the City agreed to  
5 produce 12,915 beds. Is that right?

6 MR. MCRAE: Objection, calls for a legal  
7 conclusion.

8 THE COURT: Overruled.

9 THE WITNESS: Thank you. I'm going to leave these  
10 here because -- thanks.

11 The settlement agreement -- the City agreed to  
12 establish the required number of units, and subsequently  
13 that required number was determined to be 12,915.

14 BY MS. MITCHELL:

15 Q And as part of the settlement agreement, of the City  
16 fulfilling the settlement agreement, the City provided a  
17 potential project list in November of 2022, which was the  
18 bed plan at the time. Is that right?

19 MR. MCRAE: Objection, calls for a legal  
20 conclusion.

21 THE COURT: Overruled.

22 BY MS. MITCHELL:

23 Q And I just put on the screen Exhibit 114, which is the  
24 Alliance potential project list, dated November 9th of 2022.  
25 Do you recognize this list?

III-89

1 MR. MCRAE: Well, your Honor, there's two  
2 questions pending. This is the second question.

3 MS. MITCHELL: I'll withdraw the most recent  
4 question.

5 THE COURT: So the question now is, do you  
6 recognize this document?

7 THE WITNESS: I do recognize the type of document.  
8 I'm just trying to determine, what was this -- if this was  
9 part of our -- of a quarterly report to the Court, or was  
10 this a separate document provide? I mean, this is how we --

11 THE COURT: Just a moment. Take your time with  
12 it.

13 THE WITNESS: Yes. This appears to be in the  
14 format that my office produces, yes. I don't see what it is  
15 attached to, though, but -- or whether this is a standalone  
16 document, but this appears --

17 THE COURT: Just as a courtesy, they can give you  
18 the cover page of this, also.

19 THE WITNESS: Okay.

20 THE COURT: So, Counsel, you have 114. Do you  
21 want to --

22 MS. MITCHELL: There was no cover page with this.  
23 This was provided as a standalone document.

24 THE COURT: Well, it's recognizable to the Court,  
25 but I -- you know, this is so simply resolved by each of

III-90

1 you. Can you reach a stipulation that this a quarterly  
2 report?

3 MS. MITCHELL: This is not a quarterly report,  
4 your Honor.

5 THE COURT: I thought it was.

6 MS. MITCHELL: No.

7 THE COURT: My apologies.

8 MS. MITCHELL: This is the potential project list,  
9 as identified by the top left.

10 THE COURT: My apologies.

11 MS. MITCHELL: Yes.

12 THE COURT: Thank you very much.

13 BY MS. MITCHELL:

14 Q This was a potential project list as of November 9th,  
15 2022, which was submitted to the Alliance as the bed plan to  
16 meet, partially meet, the 60 percent obligation. Do you  
17 recall that?

18 MR. MCRAE: Objection, lack of foundation, calls  
19 for a legal conclusion.

20 THE COURT: Take your time with that, because I  
21 think you and I thought it might be a quarterly report.

22 THE WITNESS: Yes.

23 THE COURT: I didn't look up at the project list.

24 THE WITNESS: Right. I don't recall the  
25 specifics, but, again, this is consistent with the types of

III-91

1 reports that we have generated regarding the projects in  
2 process.

3 BY MS. MITCHELL:

4 Q Okay. And on November 9th of 2022, that was about a  
5 month after the 2022 point-in-time count was released. Is  
6 that right?

7 MR. MCRAE: Objection, lack of foundation,  
8 relevance.

9 THE COURT: Overruled.

10 THE WITNESS: Correct.

11 BY MS. MITCHELL:

12 Q And do you recall --

13 MR. MCRAE: Your Honor, I'm sorry. Did the  
14 witness answer the question? I didn't hear it. I'm sorry.

15 THE COURT: I didn't hear an answer, either.

16 MR. MCRAE: You heard it?

17 THE COURT: No.

18 MR. MCRAE: Okay. That makes two of us.

19 THE WITNESS: Correct. I'm sorry.

20 MR. MCRAE: Okay. Thank you.

21 THE WITNESS: The answer was yes, correct.

22 BY MS. MITCHELL:

23 Q And do you recall, in providing this potential project  
24 list, that the total number of projects as provided by the  
25 City did not add up to 12,915?

III-92

1 MR. MCRAE: Objection, lack of foundation,  
2 relevance.

3 THE COURT: Overruled, but I don't expect you to  
4 do that kind of math in your head. All right.

5 THE WITNESS: Yes. There's -- well, I'll just say  
6 this. There's -- I mean, there's no -- there's no summary,  
7 so I'm not going to give you a -- be able to give you a  
8 number of --

9 THE COURT: Well, we've got so many counsel here.  
10 They've got calculators.

11 THE WITNESS: Yes.

12 MS. MITCHELL: We --

13 THE COURT: Counsel, you can reach a stipulation  
14 quickly and quit wasting time with this. How many?

15 MR. MCRAE: Right.

16 THE COURT: Get out your computers. You've got  
17 them handheld.

18 MR. MCRAE: Can somebody give me --

19 MS. MITCHELL: We have a separate document that we  
20 can do.

21 THE COURT: No, no. Just a moment. This is --

22 MR. MCRAE: Give me the document.

23 THE COURT: -- amazing. Let's just get a  
24 calculation done quickly. You don't have to do that in your  
25 head.

III-93

1 THE WITNESS: Okay.

2 THE COURT: Let them do it.

3 MR. MCRAE: Can you add these up? Get a  
4 calculator and add it up, and let me know.

5 THE COURT: Also, as a courtesy to you and the  
6 Court, if there is a discrepancy, we have the right to know  
7 if it's one or, you know, a hundred. So let's let them do  
8 the work.

9 THE WITNESS: Okay.

10 MR. MCRAE: Your Honor, so that we can make  
11 sure we're on the --

12 THE COURT: Thank you, Counsel, very much. I'm  
13 giving you direction now. Before we address something --

14 MR. MCRAE: Well, I have a question, though, to  
15 understand the Court's direction. I don't know what I'm  
16 adding. There's two columns. So I don't know -- I want to  
17 be sure I'm being responsive.

18 THE COURT: Walk over to counsel, and that will  
19 save some time. That means both of you are rising to your  
20 feet. You're moving towards each other. We can resolve  
21 this very quickly.

22 (Pause.)

23 MS. MITCHELL: Your Honor, I think what we just  
24 agreed to is we're going to run a sum on the Excel. We'll  
25 share it with counsel during the break, and we'll come up

III-94

1 with a stipulated number --

2 THE COURT: That's fair enough.

3 MS. MITCHELL: -- and I can ask a different  
4 question in the meantime.

5 THE COURT: Do it over the lunch hour. Is that  
6 acceptable to both counsel?

7 MR. MCRAE: Yes, your Honor.

8 THE COURT: That way, we're not wasting time.  
9 Thank you.

10 MS. MITCHELL: Okay.

11 THE COURT: Thank you. All right. Then please  
12 continue, Counsel.

13 BY MS. MITCHELL:

14 Q So, as of the start of this agreement, did the City  
15 have a plan to reach all -- or to build -- on how the City  
16 was going to build all 12,915 beds?

17 MR. MCRAE: Objection, vague, and relevance.

18 THE COURT: Overruled.

19 THE WITNESS: No. We had a commitment.

20 BY MS. MITCHELL:

21 Q And do you recall the approximate number of beds that  
22 the City had a plan for, and what the delta was between the  
23 plan and the commitment?

24 MR. MCRAE: Objection, it's vague, there's a lack  
25 of foundation, and relevance.

III-95

1 THE COURT: Do you understand the question?

2 THE WITNESS: I understand the question.

3 THE COURT: Overruled. You can answer, sir.

4 THE WITNESS: But I don't recall that, from 2022,  
5 what that actual delta was. It's been a constantly evolving  
6 number.

7 BY MS. MITCHELL:

8 Q But you remember that there was a delta, there was a  
9 difference?

10 A There certainly would have been.

11 MR. MCRAE: Same objections, relevance, lack of  
12 foundation.

13 THE COURT: Overruled.

14 BY MS. MITCHELL:

15 Q Showing you Exhibit 24, which we talked about  
16 yesterday, which is the milestones and deadlines that was  
17 produced pursuant to the agreement, Section 5.2. The City  
18 failed to meet its cumulative milestones every quarter,  
19 including the most recent one. Is that right?

20 MR. MCRAE: Objection, relevance --

21 THE COURT: Overruled.

22 MR. MCRAE: -- and also calls for -- to the extent  
23 it calls for a legal conclusion.

24 THE COURT: Overruled. Counsel, if you look back  
25 in the record, we've already had prior hearings concerning

III-96

1 this, as well.

2 THE WITNESS: Correct. That is correct.

3 BY MS. MITCHELL:

4 Q Showing you Exhibit 34.

5 MS. MITCHELL: And, Counsel, I'm going to show 35  
6 next, also, if you want to get that ready.

7 BY MS. MITCHELL:

8 Q Showing you Exhibit 34. This was Exhibit A that was  
9 attached and filed in this case as Docket 858-1 on January  
10 2nd of 2025. This appears to be the quarterly reports, or  
11 it does state on the top, "Alliance Settlement Agreement  
12 Quarterly Report," for the quarter ending December 31st of  
13 2024. Do you recognize this document?

14 A I do.

15 Q Okay. And that was for the October through December of  
16 2024 period, is that right, quarter four -- excuse me,  
17 quarter two of the fiscal year?

18 A This would have been the -- correct. This would have  
19 been the report from quarter two of this fiscal year, yes.

20 Q Okay. And showing you page five of Exhibit 34, the  
21 total units or beds open to date you have as 12,815. Is  
22 that right?

23 A Four thousand eight hundred and fifteen, correct.

24 Q Now I'm going to move on to Exhibit 35.

25 THE COURT: Just a moment, Counsel. Would you put

III-97

1 that document back up, please?

2 MS. MITCHELL: Sure. Would you like me to zoom  
3 in, your Honor?

4 THE COURT: Would you blow that up, please? All  
5 right. Thank you.

6 BY MS. MITCHELL:

7 Q Moving on to Exhibit 35, this is the Alliance  
8 settlement agreement quarterly report for the quarter ending  
9 March 31st of 2025, that was filed with this Court on April  
10 15th, Docket 892-1. Do you see that?

11 A I do.

12 Q And going to the end of this, how many units or beds  
13 open did the City report as of this last quarter?

14 A Six thousand seven hundred and twenty-four.

15 Q Okay. Now, that astonishing catchup is because the  
16 City added Inside Safe beds to their reports for the first  
17 time. Is that right?

18 MR. MCRAE: Your Honor, I would move to strike.  
19 "Astonishing" is just argument.

20 THE COURT: Stricken. Just restate the question.

21 BY MS. MITCHELL:

22 Q That catchup of about nearly 2,000 beds is from the  
23 City adding Inside Safe beds to its report for the first  
24 time. Is that right?

25 MR. MCRAE: Objection, incomplete as phrased,

III-98

1 relevance, lack of foundation.

2 THE COURT: Overruled. You can answer the  
3 question, sir.

4 THE WITNESS: Approximately 1,200 of the beds were  
5 added from the Inside Safe program, yes.

6 BY MS. MITCHELL:

7 Q And that is reflected here in footnote eight -- see if  
8 we can get that a little better -- which reads:

9 "Beginning January 1st of 2025, these  
10 Inside Safe interim housing sites are  
11 included in the Alliance list."

12 Is that right?

13 A Correct.

14 Q Now, Inside Safe beds had never been included in the  
15 Alliance agreement before. Is that right?

16 MR. MCRAE: Objection, that calls for a legal  
17 conclusion as to whether Inside Safe beds were included in  
18 the agreement, as opposed to reported, and it's vague, and  
19 it lacks foundation.

20 THE COURT: Restate the question, Counsel.

21 BY MS. MITCHELL:

22 Q Prior to this report, you had never reported any --  
23 well, these 1,200 Inside Safe beds as part of your -- as  
24 part of meeting your obligation in the Alliance settlement.  
25 Is that right?

III-99

1 MR. MCRAE: Objection, lack of foundation,  
2 relevance, legal conclusion.

3 THE COURT: Overruled.

4 THE WITNESS: We had -- and I think you were --  
5 specific to your question, we had included Inside Safe beds  
6 which were either under long-term contract or had been  
7 actually purchased by the City. So we did include the  
8 Mayfair, which is used by Inside Safe, and I believe -- in  
9 the second quarterly report, I believe we included 216 beds.  
10 I want to double-check that, but I think we did that.

11 BY MS. MITCHELL:

12 Q Okay. The new beds that were added are beds that are  
13 hotel/motel leases in both occupancy agreements and booking  
14 agreements. Is that right?

15 MR. MCRAE: Objection, vague --

16 THE COURT: Overruled.

17 MR. MCRAE: -- and relevance.

18 THE COURT: Overruled.

19 THE WITNESS: The approximately 1,200 beds that  
20 were added were in occupancy agreements or booking  
21 agreements, correct.

22 BY MS. MITCHELL:

23 Q Okay. I want to -- before we talk about those, I want  
24 to take a look at some new permanent supportive housing beds  
25 that were added as part of this agreement, in lines -- let's

III-100

1 see. There's a few of them here. Let's start with lines  
2 50, 51, and 52, where it notes, "Permanent supportive  
3 housing master lease." Do you see that?

4 A I do see that, yes.

5 Q Okay. And those beds were actually open as of 2023.  
6 Is that right?

7 MR. MCRAE: Objection, relevance.

8 THE COURT: Overruled.

9 THE WITNESS: That's what we're reporting, yes.

10 BY MS. MITCHELL:

11 Q But they weren't added to the agreement until this last  
12 quarter. Is that right?

13 MR. MCRAE: Object, your Honor. "Added to the  
14 agreement" calls for a legal conclusion, and it's  
15 unintelligible, and it lacks foundation.

16 THE COURT: Do you understand the question?

17 THE WITNESS: I do understand the question.

18 THE COURT: Overruled.

19 THE WITNESS: I believe that is the case. I  
20 believe that is the case, but I -- again, that's -- I would  
21 need to -- I would need to review.

22 THE COURT: Is there something you would like to  
23 look at? If so, we've got the time.

24 BY MS. MITCHELL:

25 Q I can probably direct you a little bit to what you're

III-101

1 trying to look at. Do you see the parenthetical that refers  
2 to like a footnote three or an endnote three next to all of  
3 these? And then we can go look at endnote three, and that  
4 might help refresh your recollection.

5 A That's what I was looking at, but there's no detail in  
6 endnote three. So --

7 Q So let's read endnote three:

8 "Beginning January 1st of 2025, there  
9 permanent supportive housing sites are  
10 included in the L.A. -- in the Alliance  
11 list."

12 Do you see that?

13 MR. MCRAE: Objection, relevance.

14 THE COURT: Overruled.

15 THE WITNESS: I do see that.

16 BY MS. MITCHELL:

17 Q Why were those beds only included in the Alliance list  
18 beginning January 1st, 2025, if they were open in 2023?

19 MR. MCRAE: Objection, relevance.

20 THE COURT: Overruled.

21 THE WITNESS: I would need to review my notes on  
22 that. I don't have that answer currently.

23 BY MS. MITCHELL:

24 Q If we took a break, would you be able to review your  
25 notes, like, over lunch, and come back this afternoon and

III-102

1 answer these questions?

2 A Yes. No, that's -- I just don't have that memorized.

3 Q Okay. So we would ask for that for all of the ones  
4 with the note three of why there's -- because there's  
5 several others, and I can identify the lines -- why they  
6 were just added when they were opened previously, but I'll  
7 ask different questions, and we'll come back to that one.

8 So, regarding the Inside -- the new Inside Safe  
9 hotel/motel occupancy and booking agreements -- let's see.  
10 We'll go directly to them. They're found largely on page  
11 four, lines 99 through 137. Do you see that? And it's  
12 small font.

13 A Yes, I see that.

14 Q Okay. And this report was filed April 15th of 2025.  
15 Is that right?

16 A Correct.

17 Q This is about two months after the Alliance filed its  
18 motion for settlement compliance, on February 20th of 2025.  
19 Is that right?

20 MR. MCRAE: Objection, relevance --

21 THE COURT: Overruled --

22 MR. MCRAE: -- and lack of foundation.

23 THE COURT: Overruled.

24 THE WITNESS: If that was the date of the filing,  
25 then that would be accurate.

III-103

1 BY MS. MITCHELL:

2 Q Okay. Now, you never -- well, let's talk about the  
3 occupancy agreements. Occupancy agreements are where the  
4 City enters into a master lease agreement for all or part of  
5 these hotels or motels -- is that right? -- as part of  
6 Inside Safe?

7 A That's correct.

8 Q Okay. And what is a booking agreement?

9 A A booking agreement is an agreement with a hotel or  
10 motel. It is a contract whereby the City has the right to  
11 fill any or all available vacancies, or at least those  
12 contemplated in the agreement, as needed to house people  
13 involved -- or being provided housing through an Inside Safe  
14 operation.

15 Q So, if a person needs a hotel room, the City will pay  
16 for it. Is that right?

17 A That is correct. That is the advantage of the booking  
18 agreements, is that we only pay for what we use.

19 Q And LAHSA actually pays for it, and the invoices the  
20 City, and the City reimburses LAHSA. Is that right?

21 MR. MCRAE: Objection, compound, relevance, lack  
22 of foundation --

23 THE COURT: Overruled.

24 MR. MCRAE: -- and vague.

25 THE COURT: Overruled.

III-104

1 THE WITNESS: It -- no. It may have been that  
2 case in the -- initially, when the contracts were wrapped up  
3 with the service provider, and the service provider paid for  
4 the rooms, but, when we moved -- that was the initial phase  
5 of the program. As we moved towards contracts, we have  
6 direct contracts with the hotels and motels.

7 BY MS. MITCHELL:

8 Q Okay. And for these 1,200 that were added, that were  
9 not included before, that was because previously you didn't  
10 believe that you could count these beds as part of the  
11 Alliance settlement program. Is that right?

12 MR. MCRAE: Objection, lack of foundation,  
13 relevance.

14 THE COURT: Overruled.

15 THE WITNESS: So the nature of the program, the  
16 nature of the Inside Safe program, has evolved and matured.  
17 When the program first began in late 2022 and into 2023, it  
18 was very temporary in nature, or the motels and hotels were  
19 not under contract. There was no actual -- there was no  
20 sense that -- a belief that we would be able to report on  
21 rooms over time -- well, wait.

22 MR. MCRAE: He wasn't finished with this answer.  
23 He was just giving you a courtesy to confer.

24 BY MS. MITCHELL:

25 Q I'm sorry. You can continue, Mr. Szabo.

III-105

1 A So the program -- the Inside Safe program, when it was  
2 initiated, did not lend itself for us to be able to  
3 accurately -- or, rather, consistently -- report on the beds  
4 that were being used. The beds were not under contract.  
5 They were individual agreements that were issued under an  
6 emergency declaration, and, at the time, we were -- we  
7 weren't sure if there was going to be -- we weren't sure of  
8 the longevity of each of those rooms. So it was -- we did  
9 not include those rooms in our reporting.

10 Q Many of these rooms that you're reporting, these --  
11 let's talk about the occupancy agreement -- are not leased  
12 through June 12th of 2027. Is that right?

13 MR. MCRAE: Objection, relevance.

14 THE COURT: Overruled.

15 THE WITNESS: That's correct.

16 BY MS. MITCHELL:

17 Q And just a couple months ago, in January and February,  
18 it was the CAO Office's position that the booking agreements  
19 would never count as part of the Alliance agreement. Is  
20 that right?

21 MR. MCRAE: Objection, lack of foundation,  
22 relevance, relevance, calls for a legal conclusion.

23 THE COURT: Overruled.

24 THE WITNESS: I don't recall that being the  
25 position, that we -- that they would never count, but -- I

III-106

1 don't recall that.

2 BY MS. MITCHELL:

3 Q Okay. I'm going to be playing for you a portion of the  
4 audio of the Housing and Homelessness Committee. This has  
5 been identified as Exhibit 150 and provided to counsel.

6 A Yes.

7 (Audio plays.)

8 Q Okay. I want to pause right there. So you made the  
9 statement that "We are not counting any beds that are not in  
10 contract through June of 2027."

11 MR. MCRAE: Your Honor, I'd object. There was  
12 more after that, and it should be played in context, for the  
13 rule of completion, and, also, the question as phrased is  
14 mischaracterizing the witness' testimony, and it's vague.

15 THE COURT: Overruled. You can answer the  
16 question, and if the entire tape is going to be played, we  
17 can do that on cross. Okay?

18 THE WITNESS: Again, repeat the question.

19 BY MS. MITCHELL:

20 Q Yes. My question was, as of this hearing, January 29th  
21 of 2025, it was the CAO's position and the City's position  
22 that these hotel/motel booking agreements that did not  
23 extend to June of 2027 could not be counted towards the  
24 Alliance settlement obligations. Is that right?

25 MR. MCRAE: And, also, relevance, lack of

III-107

1 foundation, calls for a legal conclusion.

2 THE COURT: Overruled.

3 THE WITNESS: It wasn't our -- it was not our  
4 position that they could not be included. It was our  
5 determination at the time not to include them. There is  
6 nothing about Inside Safe beds that is inconsistent with the  
7 requirements of the settlement. The nature of the program  
8 did not -- when it was initiated, did not lend itself to an  
9 ability to consistently report, and so that was a  
10 determination made internally. It was not a determination  
11 on the eligibility of the beds, necessarily.

12 As the program matured and progressed and evolved,  
13 and we started to establish consistent booking agreements  
14 with motels over time, and consistent occupancy agreements,  
15 some of which were -- some of which would extend through  
16 2027, we reevaluated, and made the determination to include  
17 those beds, because they were -- everything about those beds  
18 is consistent with the requirements in the settlement, or  
19 the definition of what a bed would be, could be counted for,  
20 in the settlement. It is a new bed. It was established  
21 after 2022.

22 The first beds were established in December of  
23 2022. They are used for the express purposes of providing  
24 immediate shelter to those that are living on the street.  
25 It is exactly what is contemplated, although we have no

III-108

1 requirement in the settlement agreement to house  
2 individuals, that is certainly what -- the purpose of  
3 establishing housing, of course, is to house homeless  
4 individuals, and that's what that program is designed to do,  
5 and so we made the determination -- we revisited our  
6 position as to whether we should include them, and  
7 determined that we should include the beds while they exist.

8           Of course, if they're temporary, if the beds come  
9 offline before June of 2027, our obligation would be to  
10 replace those beds, of course, because our understanding is  
11 that there's no obligation that the beds are static. We  
12 have to establish the total number of 12,915. We currently  
13 have those 1,200 new beds that we added in last report that  
14 exist, that are housing people who were formerly living on  
15 the street. If some of those beds come offline because the  
16 agreements end, we would be obligated to replace those beds,  
17 but they are compliant as they exist today.

18           MR. MCRAE: Your Honor, for the record, can we  
19 have clarification that the agreement being referred to in  
20 the witness' responses to that last question -- whether that  
21 was the Alliance settlement agreement?

22           MS. MITCHELL: I will stipulate that it was to the  
23 Alliance settlement agreement.

24           THE COURT: Thank you.

25           MS. MITCHELL: I think we're all clear.

III-109

1 BY MS. MITCHELL:

2 Q So, to be clear, it's the City's position that it could  
3 have been counting these beds this entire time, but it just  
4 recently chose to start counting these beds in the last  
5 quarter?

6 MR. MCRAE: Objection, compound, argumentative,  
7 mischaracterizes the witness' testimony, and also calls for  
8 a legal conclusion.

9 THE COURT: Overruled.

10 THE WITNESS: I think that's fair.

11 BY MS. MITCHELL:

12 Q And that's because you did not have any reasonable  
13 certainty that the motel room would be open through -- and  
14 available -- through June of 2027. Is that right?

15 MR. MCRAE: No. Objection, your Honor, it  
16 mischaracterizes the witness' testimony, argumentative,  
17 calls for a legal conclusion, and vague.

18 THE COURT: Overruled. You can answer the  
19 question.

20 THE WITNESS: So the analysis -- as the program  
21 has evolved over time, so has our judgment and assessment,  
22 and initially we did not have a basis to determine the  
23 longevity of the program, whether the program was going to  
24 continue to rely on motels for multiple years, whether it  
25 was going to convert to something else.

III-110

1 This was a new program, established under an  
2 emergency order by a new mayor, a new administration, and  
3 so, as -- and that started in 2022. We are now in the third  
4 year of the program, and there has been consistent  
5 commitment by the leadership of the City to the program.

6 I mean, just to remind you, it started under an  
7 emergency order. The council declared a state of emergency  
8 At the mayor's request, the council handed the mayor  
9 extraordinary authority to conduct this work, and provided  
10 \$50,000,000 in that first year. The second year, they  
11 provided \$250,000,000. The third year, they provided  
12 \$185,000,000. And as we are currently in our budget  
13 deliberations --

14 THE COURT: All right. I'm sorry. Would you  
15 repeat that? That was a little bit took quick for me, and I  
16 apologize.

17 THE WITNESS: Sorry. I'm sorry, and I apologize  
18 to the reporter, as well. The program started in 2022,  
19 under an emergency order. In early 2023, the council  
20 appropriated \$50,000,000 to the program. In the following  
21 year, the council appropriated \$250,000,000, the year after  
22 that, \$185,000,000, and in this current year, or the current  
23 budget that we are -- that is under consideration, in fact,  
24 will be voted on by the city council tomorrow -- includes a  
25 continuation of the program yet again.

III-111

1           So, as the program has matured, as it has become  
2 more institutionalized, we reflected on our initial  
3 determination not to include the beds, because we just  
4 weren't sure how long the program was going to last, whether  
5 we would be able to identify for at least even a longer  
6 period than a few months whether the beds would be  
7 available. But the beds that are currently available, or  
8 they're currently being used under the program, are all  
9 under some kind of a contract for an extended period of  
10 time.

11           If the -- even if the agreements are only a year,  
12 they could be renewed, and, while those beds are open, they  
13 are, in my view, completely compliant with the terms of the  
14 settlement. I mean, it is quite literally what was  
15 contemplated in the discussions that led to the settlement.  
16 It is quite literally what's contemplated in the settlement,  
17 establishing in this case, under an emergency order, with  
18 urgency, beds that are provided to move people off of -- out  
19 of encampments and into those rooms, and then to resolve the  
20 encampment after the fact.

21           So everything about the program is consistent with  
22 what the settlement calls for, and the manner in which the  
23 program has been pursued, both by the mayor and by the  
24 funding decisions by the city council, is in every way  
25 consistent with best efforts.

III-112

1 BY MS. MITCHELL:

2 Q And just so I'm clear, though, as of January 29th of  
3 2025, it was the city's position that they were not counting  
4 these beds towards the Alliance settlement?

5 MR. MCRAE: Objection, asked and answered,  
6 mischaracterizes the witness' testimony, and relevance.

7 THE COURT: Overruled. You can answer the  
8 question, sir.

9 THE WITNESS: At that time, we had not reevaluated  
10 our previously held position, and so that is -- I believe  
11 that that's accurate.

12 BY MS. MITCHELL:

13 Q Okay. And all of these beds are still being held and  
14 operated out of the mayor's office through the Inside Safe  
15 program. Is that right?

16 MR. MCRAE: Objection, vague.

17 THE COURT: Overruled. You can answer the  
18 question.

19 THE WITNESS: The mayor's office administers the  
20 program.

21 BY MS. MITCHELL:

22 Q And the mayor has declined to permit the controller to  
23 audit that program. Is that correct?

24 MR. MCRAE: Objection, lack of foundation, and  
25 relevance.

III-113

1 THE COURT: Overruled.

2 THE WITNESS: That is my understanding.

3 MS. MITCHELL: I'm now going to play a clip from  
4 the Housing and Homelessness Committee, Exhibit 152.

5 MR. MCRAE: Your Honor, can we have a proffer as  
6 to what this, hopefully, relates to?

7 MS. MITCHELL: I mean, they've had the clips now  
8 for a bit, so I think they can make their own judgment.

9 THE COURT: I think we're all aware of the clip,  
10 Counsel.

11 MR. MCRAE: Your Honor, my objections are not to  
12 what has preceded my firm's involvement in the case. We're  
13 in an evidentiary hearing now. So it isn't a quarrel with  
14 what's on the docket. It's now being used in an evidentiary  
15 hearing that has entirely different procedures and  
16 objections and so forth. So here that's why I'm asking,  
17 what is it being offered for here?

18 THE COURT: The Court has much broader discretion  
19 in an evidentiary hearing. Your objection is overruled.  
20 All of us are aware of 162 (sic).

21 You can play the tape, Counsel.

22 MS. MITCHELL: Thank you. And this is the  
23 Homelessness and Housing Committee meeting on February 12th  
24 of this year, and I believe it was Pedro Torres and Kendra  
25 Leal, both from the CAO's office, that were talking.

III-114

1 BY MS. MITCHELL:

2 Q Do you know both of those individuals?

3 A Yes. They work in my office.

4 Q Okay.

5 (Audio plays.)

6 THE COURT: Could you turn that up? Start over,  
7 please, and move the microphone closer.

8 MS. MITCHELL: I don't think it's coming from. I  
9 don't think the microphone is picking up. I think it's on  
10 the system.

11 THE COURT: Karlen, maybe there's a way to boost  
12 the sound on that a little bit.

13 (Audio plays.)

14 THE COURT: That's fine.

15 (Audio plays.)

16 BY MS. MITCHELL:

17 Q Okay. Pausing right there, that was Pedro Torres  
18 saying, "There are current occupancy agreements that do not  
19 meet the Alliance requirement of extending past June 2027,"  
20 and that was prior to the city reevaluating, including these  
21 in the Alliance program. Is that right?

22 MR. MCRAE: Your Honor, objection. That is  
23 argument, and characterizing what was played. Secondly, as  
24 to this transcription and the last one, there is no  
25 foundation laid with respect to who created it, whether it's

III-115

1 complete and accurate, so there's a lack of foundation with  
2 respect to that, as well.

3           Also, there's no establishment that the person  
4 speaking can intelligibly speak to the Alliance agreement,  
5 so relevance, or that that person is a lawyer or capable of  
6 opining about what it means. So, for all of those reasons,  
7 a standing objection to these, what could also possibly be  
8 hearsay statements, in a non-authenticated video -- audio.

9           THE COURT: Overruled.

10           THE WITNESS: Can you repeat the question, please?

11 BY MS. MITCHELL:

12 Q       Yes. This was Mr. Torres from your office representing  
13 that these -- or the occupancy agreements that do not extend  
14 past June 2027 don't count for the Alliance agreement, and  
15 that's prior to what we just talked about with the City  
16 reevaluating its position on that issue. Is that right?

17           MR. MCRAE: Objection, same objections.

18           THE COURT: Overruled.

19           THE WITNESS: I mean, Mr. Torres is an analyst in  
20 my office, and was attempting to convey our current  
21 reporting. I don't think he was -- and he is not a city  
22 attorney. He isn't determining what's eligible or not  
23 eligible.

24           And so I don't -- you know, this was a committee  
25 meeting. He was reflecting what, at the time, we were

III-116

1 counting and what we weren't counting, and I don't think --  
2 you know, the manner in which he said it wasn't -- didn't in  
3 any way determine what would be eligible. He stated what he  
4 stated, in a way that -- you know, he's not fully -- he  
5 wasn't involved in negotiating the agreement. I think he  
6 was conveying to the committee his understanding, and -- but  
7 that doesn't determine what is -- what the actual settlement  
8 agreement would allow for.

9 BY MS. MITCHELL:

10 Q I understand that, Mr. Szabo. My question only is, as  
11 of this date, February 12th of 2025, was that prior to the  
12 city rethinking its position on including the Alliance --  
13 the Inside Safe beds as part of the Alliance agreement?

14 MR. MCRAE: Objection, relevance.

15 THE COURT: Overruled.

16 THE WITNESS: That would -- I can't say that.  
17 The -- there have been internal discussions for some time.

18 Q Okay. I'm going to keep playing.

19 (Audio plays.)

20 And I'm sorry. Just for clarifying purposes, the "I  
21 will caveat that," that's Pedro Torres speaking, correct?

22 MR. MCRAE: Same objections, your Honor,  
23 continuing objection on relevance, authentication,  
24 foundation.

25 THE COURT: Overruled.

III-117

1 MS. MITCHELL: And, for the record, the witness  
2 nodded.

3 BY MS. MITCHELL:

4 Q That was a yes, Mr. Szabo?

5 A Yes.

6 (Audio plays.)

7 Q Okay. So Mr. Torres indicated that the CAO was  
8 recommending transitioning a number of rooms from booking to  
9 occupancy in order to count them as part of the Alliance  
10 agreement. Is that right?

11 MR. MCRAE: Objection, calls for speculation, lack  
12 of foundation, and as to what Mr. Torres said or thought,  
13 also irrelevant --

14 THE COURT: Overruled.

15 MR. MCRAE: -- and hearsay.

16 THE COURT: Overruled.

17 THE WITNESS: That is what -- that appears to be  
18 what he was indicating, but -- and -- but that was also  
19 prior to -- I mean, I will say this. It had been the  
20 recommendation of my office that, initially, that if we were  
21 going to count Inside Safe beds, that extending them  
22 beyond -- or any beds, rather, that we knew would extend  
23 beyond 2027 would be compliant. There would be no question  
24 about that. As the program has evolved, however, we are  
25 paying for these beds. Those -- these beds are in use, and

III-118

1 now that we're in the third year of the program, we  
2 reassessed that position, because I cannot tell you -- there  
3 is no certainty that these beds will not be open in 2027.

4           The program is now in its third year, and, as  
5 we're covering the cost of those beds that are new beds,  
6 that were established after 2022, that are being used  
7 actively to house individuals who are currently in  
8 encampments, again, that -- we reassessed our position, and  
9 believe that that is absolutely consistent with the terms of  
10 the settlement. Some of them may continue on through 2027.  
11 If some of them do not, if some of them come offline, we, of  
12 course, would be -- have an obligation to replace them, to  
13 meet the required number.

14 BY MS. MITCHELL:

15 Q     Now, none of these Inside Safe beds were included in  
16 the bed plan that was provided to the Alliance in 2022 as  
17 part of the City's plan to meet its obligations under the  
18 Alliance agreement. Is that right?

19           MR. MCRAE: Objection, relevance.

20           THE COURT: Overruled.

21           THE WITNESS: The 2022 bed plan that you're  
22 referring to was submitted prior to Mayor Bass taking office  
23 as mayor of the City of Los Angeles.

24 BY MS. MITCHELL:

25 Q     And there has been no updated bed plan that has been

III-119

1 provided to the Alliance or to the Court since that date  
2 that included these Inside Safe beds. Is that right?

3 MR. MCRAE: Objection, relevance, vague. It calls  
4 for a legal conclusion.

5 THE COURT: Overruled. You can answer the  
6 question, sir.

7 THE WITNESS: That's -- I believe that's correct.

8 BY MS. MITCHELL:

9 Q In the fall of 2024, the City did submit an updated bed  
10 plan, but then subsequently withdrew that bed plan. Is that  
11 right?

12 MR. MCRAE: Relevance.

13 THE COURT: Overruled.

14 THE WITNESS: You're referring -- yes, yes, if  
15 you're referring to the bed plan that contemplated the  
16 migration of Road Map beds.

17 BY MS. MITCHELL:

18 Q I was --

19 A Is that correct? Is that what you're referring to?

20 Q That's exactly right.

21 A Okay.

22 Q Yes. Why was that withdrawn?

23 MR. MCRAE: Objection, relevance.

24 THE COURT: Overruled.

25 THE WITNESS: It was withdrawn as a result of a

III-120

1 conference with the County and the special master, and, I  
2 believe -- and Judge Barat.

3 MR. MCRAE: Your Honor, I'm not sure if this is  
4 getting into any settlement discussions or anything that  
5 might be protected by any applicable mediation or other  
6 privileges. I don't know. I'm just putting that in front  
7 of the witness so that he's aware, if that triggers  
8 anything, to proceed accordingly.

9 THE COURT: And thank you for that. So far, the  
10 answer is simply who the parties were involved. If it gets  
11 into communications, then let's raise another objection.  
12 Okay?

13 MR. MCRAE: Thank you.

14 BY MS. MITCHELL:

15 Q Would you like to continue your answer or stop there?

16 A I'll stop there.

17 Q So, based on discussions between the City and the  
18 County, the City made the choice to withdraw its new  
19 proposed bed plan in October of 2024. Is that right?

20 MR. MCRAE: Objection, relevance.

21 THE COURT: Overruled.

22 THE WITNESS: Correct.

23 BY MS. MITCHELL:

24 Q And so no additional or updated bed plan has been  
25 produced to the Alliance or to the Court since that date.

III-121

1 Is that right?

2 MR. MCRAE: Objection, relevance, assumes there's  
3 an obligation to have another one, lack of foundation, and  
4 vague.

5 THE COURT: Overruled.

6 THE WITNESS: Correct.

7 BY MS. MITCHELL:

8 Q Okay. Now, using your new counting method, including  
9 the Inside Safe beds and these additional master lease  
10 permanent supportive housing beds that we'll talk about, I  
11 think, after lunch, what is the current delta, meaning what  
12 is the current number of beds that the City needs to meet  
13 its obligation, 12,915, as opposed to the number that is  
14 currently planned for?

15 MR. MCRAE: Your Honor, I move to strike "new  
16 counting method" as clearly argumentative of counsel.

17 THE COURT: Counsel, it's innocuous. We can  
18 change it to "recent." It doesn't matter.

19 MR. MCRAE: But it's --

20 THE COURT: Overruled.

21 MR. MCRAE: Okay.

22 THE WITNESS: The latest report, which includes  
23 6,700 beds that are open and occupiable, and 4,300 beds,  
24 just over 43 -- or just under 4,300 beds that are in  
25 process, all of which are consistent with the terms of the

III-122

1 settlement, would leave a delta of approximately 1,900 beds  
2 for the City to establish over the next two years.

3 BY MS. MITCHELL:

4 Q At the time you were working on counting these new beds  
5 or finding the new beds for the most recent quarter report,  
6 Exhibit 35 that we have on the screen, were you aware of the  
7 cumulative milestones at that time and what the City's goal  
8 was trying to reach?

9 MR. MCRAE: Objection, relevance, and vague.

10 THE COURT: Overruled.

11 THE WITNESS: Yes, we're aware. We are aware of  
12 the milestones.

13 BY MS. MITCHELL:

14 Q Okay. And was the goal of counting Inside Safe beds to  
15 meet the cumulative milestone?

16 MR. MCRAE: Objection, calls for a legal  
17 conclusion, vague, lack of foundation.

18 THE COURT: Overruled.

19 THE WITNESS: No.

20 BY MS. MITCHELL:

21 Q So it's a coincidence that the newly counted beds  
22 brought the city close to the cumulative milestone as of the  
23 recent quarter?

24 MR. MCRAE: Your Honor, that's argumentative.

25 THE COURT: Sustained. Just restate the question.

III-123

1 BY MS. MITCHELL:

2 Q If the City didn't need to meet the 12,915 number until  
3 2027, and had no obligation to meet any milestone before  
4 then, why the effort to meet the milestone recently?

5 MR. MCRAE: Objection, it's compound, it calls for  
6 a legal conclusion, and it's argumentative --

7 THE COURT: Overruled. You can answer the  
8 question, sir.

9 MR. MCRAE: -- and not relevant.

10 THE COURT: Thank you.

11 You can answer the question, sir.

12 THE WITNESS: I agree that our obligation is to  
13 meet 12,915 by June of 2027, and then I agree that we are  
14 not required to meet any of the milestones, but making  
15 progress towards that number is certainly something that the  
16 city has -- is making its best efforts to achieve.

17 BY MS. MITCHELL:

18 Q Okay. You were aware that the Alliance is seeking  
19 receivership over the City homelessness programs at this  
20 point?

21 MR. MCRAE: Objection, relevance, your Honor, and  
22 lack of foundation.

23 THE COURT: Overruled.

24 THE WITNESS: I'm aware that you've made various  
25 filings, yes.

III-124

1 BY MS. MITCHELL:

2 Q Was the effort by the City to make the numbers meet the  
3 milestones, part of that effort, to avoid the Court imposing  
4 receivership in this hearing?

5 MR. MCRAE: Objection, lack of foundation. It  
6 calls for a legal conclusion, could potentially involve  
7 attorney-client privileged discussions.

8 THE COURT: It's the last objection I'm concerned  
9 about, whether we're going to get into any discussion  
10 between you or other persons involved. That's for argument  
11 later, Counsel. I'm sustaining the objection. I think it's  
12 of grave concern to the Court that we would get into that  
13 kind of a colloquy between you and whoever you would be  
14 discussing this with.

15 BY MS. MITCHELL:

16 Q Let's move on to the Care and Care Plus issues with the  
17 encampment objections. The City has an objection to reduce  
18 encampments pursuant to the agreement, and committed last  
19 year --

20 THE COURT: Wait just a moment, Counsel.

21 MS. MITCHELL: Yes.

22 THE COURT: Before we get into Care and Care Plus,  
23 I'm sorry. It's 12:00 -- or a little after 12:00. Why  
24 don't all of you go to lunch. Would that be a convenient  
25 time to break?

III-125

1 MR. MCRAE: I don't know how much longer counsel  
2 has on direct. That would be fine with counsel, finishing  
3 on this -- or cross, rather.

4 MS. MITCHELL: I'm going to --

5 THE COURT: Counsel, you choose. If you have --  
6 if it's time to go lunch, it's time to go to lunch. If not,  
7 we'll go forward.

8 MS. MITCHELL: I'd love to push through and get  
9 this done. I'm hoping for just 10 minutes, depending on the  
10 length of the answers, your Honor.

11 THE COURT: All right. Please proceed.

12 MS. MITCHELL: Thank you.

13 BY MS. MITCHELL:

14 Q So the City has been reporting on the efforts to reduce  
15 encampments as part of this agreement under Section 5.2.

16 THE COURT: You know what, Counsel? My apologies.

17 MS. MITCHELL: Yes.

18 THE COURT: My clerk just reminded me, we've got  
19 an executive committee meeting for the Court, and I've just  
20 realized my colleagues are sitting up there on the floor.

21 MS. MITCHELL: Don't want to keep them waiting.

22 THE COURT: My apologies. We're going to take a  
23 break at this time, and return at 1:15.

24 Sir, thank you very much. You may step down.

25 MS. MITCHELL: Thank you.

III-126

1 THE COURT: Okay. Counsel, 1:15. Thank you.  
2 (Proceedings recessed to reconvene.)  
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III-127

Afternoon Session

--o0o--

(Call to Order)

THE COURT: We're back on the record with CourtSmart. And, Counsel, this is your continued direct examination.

MS. MITCHELL: Thank you, your Honor. And, for the Court's edification, we have a witness that is from out of town that needs to be testifying. And, so, I have agreed with counsel we're going to be finishing Mr. Szabo's direct. We're going to take another witness out of order. Her name is Elizabeth Funk, and then Mr. Szabo will go back on the stand.

THE COURT: Okay. Thank you.

MS. MITCHELL: Thank you.

MATT SZABO - PLAINTIFFS' WITNESS - PREVIOUSLY SWORN

DIRECT EXAMINATION (RESUMED)

BY MS. MITCHELL:

Q Mr. Szabo, when -- before we broke, I started to ask you about the encampment reductions, and I want to -- I want to get us back to that place.

So, I am showing you what has been marked as Exhibit 62 -- excuse me. It got flipped -- Exhibit 62. Can you describe that to us?

A I can, but just one moment. Your Honor, there was a --

III-128

1 there was an iPad here.

2 MS. MITCHELL: Oh.

3 THE WITNESS: -- that -- thanks.

4 THE COURT: Thank you. I appreciate that.

5 MS. MITCHELL: Would you like to see a hard copy  
6 of it?

7 THE WITNESS: I have -- I have the hard copy. But  
8 just for the future as we continue, but we -- we can go on.  
9 That's fine.

10 BY MS. MITCHELL:

11 Q Okay. Well, I'll ask you just about this. This is  
12 just a two-page document.

13 A Um-hmm.

14 Q But Mr. Umhofer is going to go get the iPad, and we'll  
15 get that right to you in a minute.

16 A Okay.

17 Q Okay. Can you describe what Exhibit 62 is?

18 A Exhibit 62 is our -- is an attachment to our quarterly  
19 report to the Court of -- for the period ending December  
20 31st, 2024, that describes our -- that reports our  
21 encampment reduction data per council district.

22 Q Okay. And the -- that was dated January 22nd of 2025  
23 at Docket 858. Are you familiar with the Court's order  
24 identified as Exhibit 52 regarding not counting Care and  
25 Care Plus cleanups as encampment resolutions or encampment

III-129

1 reduction?

2 MR. MCRAE: Objection. Calls for a legal  
3 conclusion. It's also vague as those are undefined terms  
4 and relevance.

5 THE COURT: Overruled. You can answer the  
6 question, sir.

7 THE WITNESS: I'm familiar with this order, yes.

8 BY MS. MITCHELL:

9 Q Now showing you Exhibit 63. This is the most recent  
10 report filed from the City on April 15th of 2025, Exhibit  
11 63, Docket 892. Zooming in on those dates, you're reporting  
12 from January -- well, all of 2024 and then January to March  
13 of 2025, is that right?

14 A Correct.

15 Q And you've never reported on resolutions from 2022  
16 through 2023, is that right?

17 MR. MCRAE: Objection. Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: Correct.

20 BY MS. MITCHELL:

21 Q And did anything change about your reporting from --  
22 well, let me ask a different question, withdraw and ask a  
23 different question.

24 Did the City change its reporting strategies after the  
25 Court -- the Court's order that we saw at Exhibit 53?

III-130

1 MR. MCRAE: Objection. Vague.

2 BY MS. MITCHELL:

3 Q On Care and Care Plus.

4 MR. MCRAE: Objection. Vague. Relevant. Lack of  
5 foundation.

6 THE COURT: I want to make sure. Do you  
7 understand the question, sir?

8 THE WITNESS: I believe so.

9 THE COURT: All right. Overruled.

10 THE WITNESS: Let me -- let me restate. The  
11 question is did we change our reporting strategy since the  
12 time of the -- the order being issued?

13 BY MS. MITCHELL:

14 Q Correct. That's my question.

15 A No.

16 Q So, the numbers that we see from January 1st to March  
17 31st of 2025 are -- include the Care and Care Plus  
18 reductions, is that right?

19 MR. MCRAE: Objection. It's vague as to what  
20 those mean or if they mean the same thing. It lacks  
21 foundation. Relevance. Calls for legal conclusion.

22 THE COURT: Overruled. You can answer, sir.

23 THE WITNESS: So, I have the -- the order hasn't  
24 been discussed further, and it would need further  
25 clarification before we would make any changes, and but, in

III-131

1 particular, I -- I believe there is -- there can be a -- it  
2 can be easy to mistake the term "cleanup" for encampment  
3 reduction. And -- and we view cleaning and encampment  
4 reduction as -- as different things.

5 So, what we are reporting and what we are continuing to  
6 report -- what we have reported and what we are continuing  
7 to report are actual reductions of tents, makeshift  
8 shelters, cars and RVs, consistent with the agreement that  
9 established the milestones. We are not counting cleaning as  
10 an encampment reduction.

11 MS. MITCHELL: Your Honor, may my colleague  
12 approach the stand with the iPad with the exhibits?

13 THE COURT: Certainly.

14 MS. MITCHELL: Thank you.

15 BY MS. MITCHELL:

16 Q So, I guess I just want to make sure, though, that the  
17 -- nothing has changed in the way the City is reporting the  
18 resolutions in this last quarter from the quarter prior?

19 MR. MCRAE: Objection. It's asked and answered.  
20 And, to the extent it seeks to invade attorney-client  
21 privilege discussions or deliberative process discussions, I  
22 object on those grounds as well.

23 THE COURT: Overruled. This doesn't involve a  
24 conversation, just whether it's changed or not. Overruled.

25 THE WITNESS: It has not changed.

III-132

1 BY MS. MITCHELL:

2 Q Thank you. Who sets homelessness policy for the City  
3 of Los Angeles?

4 MR. MCRAE: Objection. Vague. Lack of  
5 foundation. Relevance.

6 THE COURT: Could you repeat that? That was too  
7 quick, and I --

8 BY MS. MITCHELL:

9 Q Sure. Who sets homelessness policy for the City of Los  
10 Angeles?

11 MR. MCRAE: Same objections.

12 THE COURT: Overruled.

13 THE WITNESS: The Mayor and the City Council are  
14 the heads of the policy -- or the -- the Mayor and the City  
15 Counsel direct policy for -- for the City of Los Angeles.

16 BY MS. MITCHELL:

17 Q Who makes decisions about which beds to fund to fulfill  
18 the City's obligation under the roadmap agreement?

19 MR. MCRAE: Objection. Calls for a legal  
20 conclusion. Lack of foundation and relevance.

21 THE COURT: Overruled.

22 THE WITNESS: The decisions on which beds to fund,  
23 it's the -- the Mayor and the City Council. They ultimately  
24 approve all appropriations in the City.

25 //

III-133

1 BY MS. MITCHELL:

2 Q And the same is true for the Alliance agreement as  
3 well, is that right?

4 MR. MCRAE: Same objections.

5 THE COURT: Overruled.

6 THE WITNESS: Ultimately, yes.

7 BY MS. MITCHELL:

8 Q Who makes decisions relating to Inside Safe?

9 MR. MCRAE: Vague. Which decisions? Over what  
10 period of time? Lack of foundation. Relevance.

11 THE COURT: Overruled.

12 THE WITNESS: Are you asking who -- you need to  
13 clarify that question because if you're asking who makes  
14 decisions on funding, that's -- I'll give you one answer.  
15 If you're asking about policy decisions and operations,  
16 that's another answer.

17 BY MS. MITCHELL:

18 Q Sure. The -- the let's say policy decisions, who sets  
19 the policy for Inside Safe?

20 MR. MCRAE: Objection. Vague as to which policy,  
21 what period of time.

22 THE COURT: Overruled.

23 MR. MCRAE: Relevance. Lack of foundation.

24 THE COURT: Overruled. You can answer that  
25 question, sir.

III-134

1 THE WITNESS: Policy outside of funding  
2 decisions --

3 BY MS. MITCHELL:

4 Q Yes.

5 A -- are -- are made by the Mayor's office. It's  
6 consistent -- consistent with the regulations attached to  
7 the Homelessness Emergency account, which funds -- which  
8 funds the Inside Safe Program.

9 Q And the Mayor makes decisions in consultation with  
10 other -- well, let me -- let me withdraw that and ask a  
11 better question.

12 Are there multiple departments or multiple people  
13 within her administration that advise her in conjunction  
14 with the policy that she is setting on Inside Safe?

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

17 THE WITNESS: I'm going to ask --

18 THE COURT: You can answer that question.

19 THE WITNESS: Okay. Again, are there multiple  
20 departments or multiple persons, is that the question?

21 BY MS. MITCHELL:

22 Q Yes.

23 A So -- so, there -- the Mayor has a multiple staff that  
24 she relies on in the Mayor's office that she certainly  
25 consults with and that are responsible for executing the

III-135

1 program. There are multiple departments in the City that  
2 play a role in the execution of the Inside Safe operations,  
3 all of which would have -- all of whom would have some role  
4 in advising the Mayor.

5 Q The Mayor also sits on the LAHSA Commission? That's  
6 right? She's the Commissioner?

7 A Correct.

8 Q Was she aware of the data issues identified by Alvarez  
9 and Marsal prior to the assessment being released?

10 MR. MCRAE: Objection. Calls for speculation.  
11 Lack of foundation. It's vague. It's a 165-page report.  
12 Relevance.

13 THE COURT: Would you repeat that question,  
14 please?

15 MS. MITCHELL: Yes.

16 BY MS. MITCHELL:

17 Q Was Mayor Bass aware of the data issues identified by  
18 Alvarez and Marsal prior to the assessment being released?

19 MR. MCRAE: Object --

20 THE COURT: Overruled. You may answer that  
21 question.

22 MR. MCRAE: Same objections.

23 THE COURT: Overruled.

24 THE WITNESS: Was the Mayor aware of the contents  
25 of the report before the report was released?

III-136

1 BY MS. MITCHELL:

2 Q The issues identified in -- within the report.

3 MR. MCRAE: That's unintelligible. It's vague.  
4 Lack of foundation.

5 THE COURT: Just a moment. Do you understand the  
6 question?

7 (No response.)

8 THE COURT: Let's have -- let's have it reasked to  
9 be certain. Okay. You can reask the question.

10 MS. MITCHELL: Sure.

11 BY MS. MITCHELL:

12 Q Was the Mayor aware of the issues identified by Alvarez  
13 and Marsal prior to the assessment being released?

14 MR. MCRAE: It's also potentially calling for  
15 privileged communications. It lacks foundation. It's  
16 vague, and there's no relevance.

17 THE COURT: Prior to the assessment being  
18 released?

19 MS. MITCHELL: Correct.

20 THE COURT: Overruled. You can answer that  
21 question, without getting into content or conversation.

22 THE WITNESS: I -- I can't -- I can't tell you  
23 whether -- whether there was some -- I -- I can't tell you  
24 that -- no, I can't tell you that.

25 //

III-137

1 BY MS. MITCHELL:

2 Q Okay. At the last hearing, when Mayor Bass appeared,  
3 she said -- excuse me. Were you at the last hearing March  
4 -- I think it was March 29th of this year?

5 A I was not. I was -- I was sick that day.

6 Q At -- at the last hearing, Mayor Bass said that she  
7 "knew the system was broken" and "I know there's a lot in  
8 this report that I agree with." Are you aware of what in  
9 the report Mayor Bass agrees with?

10 MR. MCRAE: Objection. Relevance. Calls for  
11 speculation. Lack of foundation.

12 THE COURT: This has a lot to do with the Apex  
13 Doctrine.

14 MR. MCRAE: The objection also is that --

15 THE COURT: Counsel, just a moment. I'll be right  
16 with you. Let me have just a moment.

17 (Pause.)

18 THE COURT: I'll be right with you, Counsel. Why  
19 don't you discuss it amongst yourselves, and I'll be right  
20 with you.

21 MS. MITCHELL: Thank you, your Honor.

22 (Pause.)

23 THE COURT: All right. Thank you for your  
24 courtesy, Counsel. I'd like to hear the question again,  
25 please.

III-138

1 MS. MITCHELL: Thank you, your Honor.

2 BY MS. MITCHELL:

3 Q At the last hearing, Mayor Bass said that she knew the  
4 system was broken and that "I know there's a lot in this  
5 report that I agree with."

6 What -- what in the report does Mayor Bass agree with?

7 MR. MCRAE: Objection. It calls for speculation.  
8 Lack of foundation. The Court referenced Apex. Someone not  
9 knowing something doesn't mean that what they may or may not  
10 know is essential to the case.

11 THE COURT: I want you to discuss that amongst  
12 your team for a moment. This is critical. Why don't you  
13 take a few moments with the City Attorneys here, et cetera,  
14 amongst your colleagues to discuss if you want to raise that  
15 objection or not. I think under the Apex Doctrine you don't  
16 want the Mayor appearing. I understand that. I have to  
17 decide if Mr. Szabo or any other witnesses are adequate.

18 I -- I leave that to your --

19 MR. MCRAE: No, I -- I understand.

20 THE COURT: I think -- I'm giving you that  
21 courtesy.

22 MR. MCRAE: And I'll confer with them.

23 THE COURT: I'm giving you that courtesy.

24 MR. MCRAE: But I just want to complete the  
25 objection on the record notionally, and then I'll confer,

III-139

1 and I can tell you if it's confirmed, which, again, the  
2 information has to be essential to the resolution of the  
3 case. It's not simply a fishing expedition on whether  
4 somebody knows something or not because that doesn't advance  
5 the ball, but --

6 THE COURT: No comments.

7 MR. MCRAE: -- I'll have the colloquy.

8 THE COURT: I'm just paying you the courtesy,  
9 Counsel. This is a critical area that we've reached now.

10 (Pause.)

11 THE COURT: And if you want to step down for a  
12 moment. They may take a moment, and if you want to be  
13 involved in the conversation, please, there's no -- there's  
14 no (indiscernible). Okay.

15 THE WITNESS: Okay. Thank you, sir.

16 (Proceedings recessed briefly.)

17 THE COURT: Counsel are all present. The witness  
18 has returned.

19 Counsel?

20 MR. MCRAE: Yes, your Honor. I'd like to add to  
21 the objection that I was making just by starting out by  
22 noting that Mr. Szabo will not purport to speak about what  
23 the Mayor knows or what the Major thinks, that we have  
24 briefed the Apex issue. We also add the objection that  
25 inquiring about the Mayor's thoughts or visions, et cetera,

III-140

1 would invade the deliberative process privilege and perhaps  
2 the attorney-client privilege. We have a brief on the Apex  
3 issue. We would request supplemental briefing. If the  
4 Court is going to be ruling on this issue, we would like to  
5 request a say so that we can seek appropriate relief from  
6 the Ninth Circuit.

7 THE COURT: And, Counsel?

8 MS. MITCHELL: Again, we have briefed these issues  
9 multiple times. I think the questions of when you have the  
10 person who we just established is being briefed by multiple  
11 departments, not just Mr. Szabo, but multiple entities, also  
12 sits on LAHSA Commission, is setting policy for the City of  
13 Los Angeles when it comes to particularly Inside Safe, which  
14 is now being counted, the Mayor, in conjunction with the  
15 Council, is making decisions about which beds to fund under  
16 these agreements, and then she makes the statement that she  
17 knew the system was broken and that there's a lot in the  
18 report that she agrees with, I think it is in -- it's  
19 crucial that we understand what it was in the report that  
20 she agrees with. I think all of these issues -- at this  
21 point, fundamentally, it's important. These are policy  
22 questions, and the policy makers should be testifying to  
23 these questions, what they knew and -- and what the  
24 decisions were. And to the extent this triggers the  
25 deliberative process privilege, we would emphasize it is a

III-141

1 qualified privilege that can be overcome by a showing that  
2 these issues are important not only to the case but to the  
3 community, and I would submit, your Honor, that they are  
4 very much so, both of those things.

5 MR. MCRAE: Your Honor, to add to our objection,  
6 the problem is there's a conflation of policy versus the  
7 narrow contractual obligations under the settlement  
8 agreement with the Alliance that the City has. This is not  
9 about homelessness and crises systemically in general. It  
10 is way far afield from that. It's about whether there's  
11 compliance with the contractual obligations under agreement  
12 where the accrual of the obligations isn't until 2026 or  
13 2027.

14 So, excursions about what people think and what  
15 they want to do about things in general relating to  
16 homelessness is a massive fishing expedition, and it is  
17 invasive, and it is not relevant to the narrow determination  
18 of contract compliance and contract interpretation.

19 MS. MITCHELL: May I briefly respond to that, your  
20 Honor? So, the manner in which the City is choosing to  
21 fulfill its obligations under the Alliance Agreement and the  
22 Roadmap Agreement is being set by policy. So, while it is  
23 not the policy that is directly at trial, the manner in  
24 which the City is attempting to or failing to fulfill those  
25 obligations is being set by the policy makers at the highest

III-142

1 level. And, therefore, we think this line of questioning is  
2 important as we have submitted we believe that actually a  
3 hearing from the policy makers themselves is important,  
4 particularly because they have chosen to weigh in on this  
5 space and give opinions that we think are crucial to  
6 understand.

7 MR. MCRAE: The City never forfeited the right on  
8 how to elect in its own governing its approach to satisfying  
9 narrow contractual obligations under the Alliance settlement  
10 agreement. So, to suggest that because there is  
11 consideration, whether it be at a policy or any other level,  
12 how to approach complying with the settlement agreement,  
13 again, is a conflation. What these Plaintiffs contracted  
14 for are outputs, beds, encampment reductions, not control  
15 over input which is the discretion that no sovereign entity  
16 can waive under any circumstances, nor would we want them to  
17 because it would result in counter-majoritarian measures  
18 where Plaintiffs' groups, people that are not duly elected,  
19 are seeking to impose on the City an agenda not only what it  
20 does over success of administrations but how it approaches  
21 to satisfying contracts. That is not democracy. That is  
22 not the law. That is not cognizable, and it's an affront to  
23 common sense.

24 MS. MITCHELL: Your Honor, the City retained  
25 discretion on how to meet its obligations so long as the

III-143

1 milestones were being met. That's in the agreement. The  
2 City has conceded the milestones have not been met.

3 Now, they argue they don't have to meet them, but  
4 that's a different discussion. So, the issue of policy has  
5 been directly set forth by the City as the manner in which  
6 they're meeting these or not meeting these obligations.

7 MR. MCRAE: There is no evidence that --

8 THE COURT: Counsel, both of you, thanks very  
9 much. The objection is sustained.

10 Next question, Counsel.

11 MS. MITCHELL: Your Honor, in order to make a  
12 record, I'm going to ask the next series of questions, and  
13 the Court can rule how the Court's going to rule.

14 BY MS. MITCHELL:

15 Q I asked you a question yesterday regarding Monica  
16 Rodriguez expressing about LAHSA and the homelessness  
17 response system in general, describing it as a merry-go-  
18 round from hell.

19 Have you heard her say those words?

20 MR. MCRAE: Objection. Relevance.

21 THE COURT: I'm going to sustain that objection.

22 BY MS. MITCHELL:

23 Q What does Monica Rodriguez mean by the phrase "merry-  
24 go-round from hell"?

25 MR. MCRAE: Objection. Lack of foundation.

III-144

1 Relevance.

2 THE COURT: Sustain the objection.

3 BY MS. MITCHELL:

4 Q Monica Rodriguez -- Council Member Rodriguez has been  
5 on the council since 2017, is that right?

6 MR. MCRAE: Relevance.

7 BY MS. MITCHELL:

8 Q If you know.

9 THE COURT: Could you repeat that question?

10 BY MS. MITCHELL:

11 Q If you know, Council Member Rodriguez has been on City  
12 Council since 2017?

13 THE COURT: You can answer that question.

14 THE WITNESS: I believe that's correct, yes.

15 BY MS. MITCHELL:

16 Q And she was -- she sat on the Housing and Homelessness  
17 Committee for a number of years, until quite recently, is  
18 that right?

19 A That is correct.

20 Q She received briefings from various departments,  
21 including yours, related to this issue, is that right?

22 MR. MCRAE: Objection. Relevance. Lack of  
23 foundation. Vague.

24 THE COURT: Could you repeat that question,  
25 please?

III-145

1 BY MS. MITCHELL:

2 Q Monica Rodriguez, Council Member Rodriguez, has  
3 received briefings from various departments about the  
4 homelessness issue, including the CIO's office, is that  
5 right?

6 MR. MCRAE: Objection.

7 THE COURT: I'll sustain the objection, Counsel.

8 BY MS. MITCHELL:

9 Q How many Inside Safe operations have taken place in  
10 Council Member Rodriguez's district?

11 MR. MCRAE: Objection.

12 THE COURT: Just a little -- little slower.

13 BY MS. MITCHELL:

14 Q How many Inside Safe operations have taken place in  
15 Council Member Rodriguez's district?

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

18 THE COURT: I'm going to sustain that objection.

19 BY MS. MITCHELL:

20 Q How many Inside Safe operations has Council Member  
21 Rodriguez requested of the Mayor?

22 MR. MCRAE: Objection. Lack of foundation. Calls  
23 for speculation. Relevance.

24 THE COURT: Sustain the objection.

25 //

III-146

1 BY MS. MITCHELL:

2 Q Council Member Traci Park at the budget hearings last  
3 week announced that the City has wasted hundreds of millions  
4 of dollars on homelessness housing. What did she mean by  
5 that?

6 MR. MCRAE: Objection. Calls for speculation.  
7 Lack of foundation. Relevance.

8 THE COURT: Sustained.

9 BY MS. MITCHELL:

10 Q Council Member Park in discussing the hundreds of  
11 millions of dollars that were wasted on homelessness  
12 housing, she states "When no one can even tell us which ones  
13 are operational and which ones aren't or how many beds we  
14 have" and that "LAHSA is a free for all. Literally no one  
15 can account for the billions we flushed down the toilet" and  
16 that "The City is completely unprepared and unable to manage  
17 our own homeless affairs."

18 What did Traci Park, Council Member Park, mean by those  
19 statements?

20 MR. MCRAE: Objection to this entire line of  
21 reaching speeches in, knowing that the person lacks  
22 foundation. There's no relevance. It calls for  
23 speculation.

24 THE COURT: Sustained.

25 MS. MITCHELL: May I have a moment, your Honor?

III-147

1 THE COURT: Certainly.

2 (Pause.)

3 BY MS. MITCHELL:

4 Q Let's go back to Exhibit Number 35. Prior to lunch, I  
5 had asked a question about a series of projects. Line 50,  
6 51, 52 are included. I believe lines 60 and 62 are also  
7 included on this page, which is page three of Exhibit 35.  
8 And I asked you why if they were opened in 2023 were they  
9 just now included in the Alliance reporting. Do you have an  
10 answer for that question?

11 A I do have an answer to that question. And I appreciate  
12 the time for clarification. The -- these are master leased  
13 buildings that we had included -- or that serve clients of  
14 Inside Safe Program.

15 So, the -- the Master Lease Program had been  
16 established, and the contract for the leasing of these -- of  
17 these units had been -- had been established at the dates  
18 that are -- that are shown on the -- on the page, but we,  
19 after that time, began using them and paying for the -- the  
20 units so that they could be used for Inside Safe clients to  
21 move them from the motels to -- to more permanent housing.

22 Q Okay. And the -- is it accurate that anything with the  
23 end note three annotation on this exhibit refers to Inside  
24 Safe Programs like this?

25 MR. MCRAE: Objection. Vague.

III-148

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

3 BY MS. MITCHELL:

4 Q I can identify the lines if it's helpful.

5 A Yeah, if you can -- can you go to the bottom there?

6 Q Sure.

7 A I think -- I think -- I think that notation related to  
8 the Master Leasing units.

9 Q Which are the units we're talking about, right?

10 A Correct.

11 Q Yes.

12 A Yes, correct. We -- we noted -- we noted each of those  
13 -- each of those buildings were added, and those are all  
14 related to units that are available or in use by Inside Safe  
15 participants.

16 Q The City is in a budget crisis, is that true?

17 MR. MCRAE: Objection. Vague.

18 THE COURT: Overruled. You can answer that  
19 question.

20 THE WITNESS: I -- I wouldn't say that. The City  
21 faced severe financial challenges this year. The Mayor  
22 proposed a balanced budget, a structurally balanced budget.  
23 The Council reviewed that budget and made changes to that  
24 budget and are poised to send that budget back to the Mayor  
25 for her consideration. If the Council's adopted budget or

III-149

1 any change therein between what the Council adopted and what  
2 the Mayor proposed becomes the final adopted budget, we will  
3 have a balanced and structurally balanced budget.

4 BY MS. MITCHELL:

5 Q And that -- that includes cuts to multiple departments,  
6 is that right?

7 MR. MCRAE: Objection. Relevance.

8 THE COURT: If it goes towards homelessness, I'll  
9 allow you to ask the question. I don't know where you're  
10 going with this question.

11 MS. MITCHELL: I'm not sure how it wouldn't relate  
12 to homelessness, your Honor, but I'll set -- maybe I'll set  
13 more of a foundation if that's helpful.

14 THE COURT: Well, if eventually it leads to the  
15 homeless crisis, I'm going to allow that. So --

16 BY MS. MITCHELL:

17 Q Okay. You can answer, Mr. Szabo.

18 MR. MCRAE: Lack of foundation.

19 THE COURT: Overruled. It's just a general  
20 question.

21 THE WITNESS: The -- in order for the budget to be  
22 balanced, the Mayor had to propose and the Council was  
23 required to adopt a number of severe cuts to -- to City  
24 programs and operations. In doing so, they largely  
25 preserved our commitment and our funding for our

III-150

1 homelessness programs, holding that as a priority among  
2 other very very important programs.

3 BY MS. MITCHELL:

4 Q There were -- as part of this budget, this proposed  
5 budget that the Council is voting on tomorrow, there will be  
6 layoffs, is that right?

7 MR. MCRAE: Relevance.

8 THE COURT: Overruled. You can answer that  
9 question.

10 THE WITNESS: The budget includes, as -- as  
11 approved by the Council, over 700 full position eliminations  
12 that could lead to layoffs.

13 BY MS. MITCHELL:

14 Q Now, the City Attorney's Office is part of that budget,  
15 right, receives an allotment of -- as part of the budget, is  
16 that correct?

17 MR. MCRAE: Objection. Relevance. Foundation.

18 THE COURT: Who, Counsel? Would you repeat that?

19 MS. MITCHELL: The City Attorney's Office.

20 MR. MCRAE: Relevance. Foundation.

21 THE COURT: The relevance, Counsel? Offer of  
22 proof?

23 MS. MITCHELL: My offer of proof, your Honor, is  
24 that the City can find money when it needs to find money.

25 THE COURT: Well, you can argue that later,

III-151

1 Counsel.

2 MS. MITCHELL: I think I can argue it if I have  
3 facts, your Honor.

4 THE COURT: Sustain the objection. Picking out a  
5 particular department I don't think is appropriate.

6 BY MS. MITCHELL:

7 Q Last week the City made a choice to hire the private  
8 law firm of Gibson, Dunn and Crutcher to represent the City  
9 in this matter, is that right?

10 MR. MCRAE: Objection. Relevance.

11 THE COURT: You can answer that question.

12 THE WITNESS: I believe it was last week.

13 BY MS. MITCHELL:

14 Q And how many Gibson, Dunn and Crutcher lawyers are here  
15 in this courtroom today?

16 MR. MCRAE: Relevance, your Honor. This is  
17 grandstanding. It's irrelevant.

18 THE COURT: I'll sustain the objection, Counsel.  
19 I mean, I think we've already established the number of  
20 lawyers, and we already established Gibson, Dunn and  
21 Crutcher, right?

22 MR. MCRAE: Yes, your Honor.

23 MS. MITCHELL: Thank you, your Honor.

24 THE COURT: Okay. I've already mentioned I think  
25 seven lawyers. Welcome.

III-152

1 MS. MITCHELL: Thank you. Thank you, your Honor.

2 BY MS. MITCHELL:

3 Q What -- what's the hourly rate that the City is paying  
4 for the Gibson, Dunn and Crutcher partners to be here today?

5 MR. MCRAE: Your Honor, objection.

6 THE COURT: Sustained.

7 MR. MCRAE: Privilege. Relevance.

8 THE COURT: Sustained.

9 BY MS. MITCHELL:

10 Q What's the hourly rate that the City pays City  
11 Attorneys to be here today?

12 MR. MCRAE: Objection, your Honor. Relevance.

13 THE COURT: Sustained, Counsel. You can later on  
14 argue this if you'd like to.

15 MS. MITCHELL: Understood. Thank you, your Honor.

16 BY MS. MITCHELL:

17 Q Going back to the audit --

18 THE COURT: That's a good joke with all of you --  
19 all of us on the Federal Bench, whatever the Plaintiff's  
20 salary is or your wage, we need a raise. I'm just joking.  
21 Comes from all of my colleagues, okay. We haven't had one  
22 in 30 years. So, if I allow that question, I think there'll  
23 be immense jealousy by your colleagues on the Federal Bench.  
24 So, that's just a joke. Let's continue.

25 MS. MITCHELL: Your Honor, as the only lawyer in

III-153

1 the room that's not getting paid to be here, would agree,  
2 maybe the second -- second lawyer that's not getting paid to  
3 be here.

4 MS. MYERS: Yeah, I don't think you want to go  
5 there.

6 BY MS. MITCHELL:

7 Q Okay. So, going back to the audit agreement, it looked  
8 at three key programs --

9 MS. MITCHELL: Well, actually, you know what. Let  
10 me take a moment, your Honor. I might be done.

11 THE COURT: All right.

12 (Pause.)

13 MS. MITCHELL: I think I'm done at this point,  
14 your Honor.

15 THE COURT: Okay.

16 MS. MITCHELL: And we would like to go ahead  
17 and --

18 THE COURT: Now, listen to this. I don't know --

19 MS. MITCHELL: Yes.

20 THE COURT: -- your schedule, but Ms. Myers would  
21 have the next examination normally and then the City. You  
22 won't believe my hours. I could fit in your schedule. So,  
23 when you talk to those folks out there on both sides you're  
24 involved in the City right now and running the City. I can  
25 have Saturday sessions if it's convenient. I can go late at

III-154

1 night if it's convenient. Okay. So, you talk to them about  
2 what gets you back here so you can continue on with your  
3 duties. Fair enough?

4 THE WITNESS: Will do.

5 THE COURT: Okay. And we'll make that comfortable  
6 for you.

7 MS. MITCHELL: Okay. Thank you, your Honor. So,  
8 at this time, we would like to call Elizabeth Funk to the  
9 stand, out of order. Thank you. And thank you to counsel  
10 for the courtesy.

11 THE COURT: And if you'd be so kind, would you  
12 raise your right hand, please.

13 ELIZABETH FUNK - PLAINTIFFS' WITNESS - SWORN

14 THE COURT: My clerk is missing for a moment.

15 (Pause.)

16 THE COURT: And I'm going to have you pull the  
17 microphone just a little bit closer or move a little bit  
18 closer to the microphone.

19 THE WITNESS: I'm not sure you are. I've a loud  
20 voice on my own.

21 THE COURT: Please state your full name, please.

22 THE WITNESS: Elizabeth Funk, F-U-N-K.

23 THE COURT: All right. And would you spell your  
24 first name, please.

25 THE WITNESS: Elizabeth, E-L-I-Z-A-B-E-T-H.

III-155

1 THE COURT: And your last name, please?

2 THE WITNESS: Funk, F-U-N-K.

3 THE COURT: F-U-N-K. All right. I thank you.

4 Direct examination, please.

5 DIRECT EXAMINATION

6 BY MR. UMHOFFER:

7 Q Ms. Funk, what do you do for a living?

8 A I am the CEO of a nonprofit called Dignity Moves.

9 Q What does Dignity Moves do?

10 THE COURT: You know what? I'm going to slow you  
11 way down. We're going to start all over again.

12 BY MR. UMHOFFER:

13 Q What do you do for a living?

14 THE COURT: There we go.

15 THE WITNESS: I am the CEO of a nonprofit called  
16 Dignity Moves, which is focused on building interim  
17 supportive housing for people experiencing homelessness.

18 BY MR. UMHOFFER:

19 Q How long have you held that role for?

20 A For about three and a half years now.

21 Q What did you do before that?

22 A Most of my career has been in technology and then later  
23 as an impact investor. I started at Microsoft when Windows  
24 was first coming out, which dates me, and then was one of  
25 the earliest employees at Yahoo, sort of reinventing how we

III-156

1 were going to interact with technology and each other, and  
2 then --

3 THE COURT: I'm just going to slow you way down.  
4 Okay.

5 THE WITNESS: Okay.

6 THE COURT: Little bit slower.

7 THE WITNESS: I'm a fast talker. Was at Yahoo in  
8 the very early days when we were 10 people in a room, no  
9 sign on the door.

10 And fast forward, I started into the industry of  
11 impact investing, invested in for-profit capital in  
12 companies that have a social good, primarily micro finance  
13 globally, which is the concept of small loans to the world's  
14 poor so they can build their own way out of poverty, and I  
15 funded a number of micro finance organizations around the  
16 world and invested in Latin America and other places that  
17 have a social impact.

18 BY MR. UMHOFFER:

19 Q What do you to the issue of homelessness?

20 A First of all, my mother who's very patriotic, has said,  
21 Why are you helping all the poor in all these other  
22 countries and not our own? But, really, it -- you know, I  
23 care about homelessness. I think as a Californian, we all  
24 do. And, yet, for me, what struck -- what got me was that  
25 looking at this problem of unsheltered homelessness

III-157

1 specifically, it strikes me it's absolutely solvable, and  
2 that's what got me most excited was to say, Wait a minute.  
3 We're spending huge budgets. We're spending them wrong.  
4 And if we looked at things differently, we really could end  
5 this problem, and that's the kind of thing that as an  
6 entrepreneur gets me going.

7 Q How did Dignity get its start?

8 A The word? For my --

9 Q No. The -- I'm asking about the organization. What  
10 was the genesis of the organization?

11 A The -- the reason I asked that question was that my  
12 impact investment fund was called the Dignity Fund because  
13 lending money to people to build their own way out of  
14 poverty is about dignity. I carried that word over because  
15 it's -- in a similar way, dignity is the one thing that's  
16 been lost in our system as we address these humans who are  
17 humans. And, as we treat them more like rodents or  
18 cardboard or numbers, we've lost track of their humanity,  
19 and I think if we start with that, then solutions start to  
20 become much more obvious. And, so, I believe that if we  
21 look at some of the basic human needs such as people having  
22 privacy and having their own place where they can stay  
23 stable, that the dignity of that is very powerful.

24 Q Did you start Dignity Moves?

25 A I did, yes.

III-158

1 Q And how is it funded?

2 A Dignity Moves is funded with the combination of  
3 philanthropy as well as government grants. We get a fair  
4 number of grants from the state and from local  
5 municipalities. But it started entirely philanthropically  
6 because there's a lot of philanthropy out there really  
7 looking for innovative solutions to this problem, and we've  
8 been really lucky to see a lot of that come our way.

9 Q What cities have you -- has Dignity Moves worked in  
10 during the time it's been operating?

11 A Our first two communities were in San Francisco and  
12 Santa Barbara. In San Francisco, like most communities, the  
13 department was fiercely opposed to spending money on  
14 anything that wasn't permanent. We rarely heard -- you  
15 know, any money we spend on something that isn't permanent  
16 is a waste of resources. And I can elaborate dramatically  
17 on that, but I very fundamentally respectfully disagree.  
18 And we -- we said, You know what, we're going to kind of  
19 prove this anyway. And we raised all of the money for our  
20 first site philanthropically in San Francisco. That project  
21 was \$2.2 million, which for 70 rooms worked out to about --  
22 about 32, 33 thousand dollars per room. And we built it in  
23 four months, start to finish. So, 90 people are there. It  
24 was -- we -- part of our magic sauce is that we don't have  
25 land cost. We borrow vacant land. This was a property that

III-159

1 had been condemned for seismic reasons. It was an old  
2 school, had two parking lots. So, we set up on those  
3 parking lots, set up relocatable cabins, and we had 90  
4 people there and about 10 dogs, and \$2.2 million in four  
5 months. And once we did that first community, it really --  
6 word started spreading fast, and we've now replicated that  
7 up and down the state.

8 Q Does Dignity -- would you say that Dignity Moves has a  
9 particular model for addressing the homelessness crisis?

10 A We do. First of all, we don't accept that this  
11 problem's not solvable. We start with assuming that we can  
12 get everyone indoors. And when I say "this problem", I  
13 don't mean homelessness at large, and I don't mean the  
14 housing crisis. Those are some big problems. But  
15 unsheltered homelessness is solvable. It's absolutely  
16 solvable. It's four walls and a roof.

17 And, so, what we do is we go into these municipalities  
18 and say, We will solve this problem. Now, let's work  
19 backwards at what it's going to take. And land is  
20 expensive. Great. Let's borrow land. People want their  
21 own room. They won't go to a shelter with bunk beds.  
22 Great. Everyone gets their own room.

23 Give me another one. Building Codes are onerous. Yes,  
24 they are. It's part of the reason we have this housing  
25 crisis, but this is an emergency. You declare a shelter

III-160

1 crisis. And we have become really experts at using the  
2 shelter crisis Building Codes that have been outlined by the  
3 state, an appendix that designates safety that allows you to  
4 waive pretty much everything else. So, we use emergency  
5 Building Codes. We use prefabricated modular units that are  
6 mass produced. And the good news is there are lots of those  
7 out there today, with backyard accessory dwelling unit laws  
8 and all of the incentives around manufactured housing.  
9 We've worked with dozens of different manufacturers. So,  
10 there are lots of choices.

11 And I will also say that I know Los Angeles is familiar  
12 with -- with earlier adopters of the sort of tiny home cabin  
13 model with pallet shelters. But there are so many  
14 additional, you know, now newer companies and new  
15 renovations. We've got one that's 3D printed coming in San  
16 Luis Obispo. We've got some that are fully solar and off  
17 grid. So, we buy from different manufacturers depending on  
18 the duration the project's going to be in place, budget, and  
19 other requirements.

20 MR. SCOLNICK: Your Honor, I'm sorry. I'd like to  
21 interpose a relevance objection, but also perhaps we could  
22 return to a question and answer format. The speeches I  
23 think are inappropriate.

24 THE WITNESS: Sorry.

25 MR. SCOLNICK: I know the witness is probably -- I

III-161

1 just would request that we return to question and answer  
2 format.

3 THE COURT: Okay question.

4 MR. SCOLNICK: Thank you.

5 BY MR. UMHOFFER:

6 Q Why isn't your focus on permanent housing or permanent  
7 supportive housing?

8 A Well, my belief is that the permanent housing in  
9 California, for very good reasons, our Building Codes are --  
10 are very extensive. It just costs too much to build our way  
11 out of this problem of unsheltered homelessness particularly  
12 with permanent housing only. It also takes a very very long  
13 time, and the devastation that happens when people are on  
14 the streets is truly devastating and causes a whole lot more  
15 fiscal and physical issues both to communities and to -- and  
16 to the individuals themselves.

17 So, we are focused on fast solutions that can be done  
18 at scale, and that is not generally permanent housing.

19 Q Why not allow people to live on the streets until that  
20 permanent housing arrives? Why wouldn't that be the  
21 approach?

22 MR. SCOLNICK: Objection. Relevance.

23 THE COURT: Overruled. You can answer the  
24 question.

25 THE WITNESS: There are two primary reasons.

III-162

1 First is the devastation to the person because when people  
2 first become homeless, less than 20 percent have a serious  
3 enough mental or behavioral health issue that prevented them  
4 from maintaining stable housing.

5           After being on the streets for even a few weeks or  
6 a few years, that has changed dramatically, so, the  
7 devastation to that person's mental and physical health.  
8 But also the cost to society of leaving people on the  
9 streets, cleaning up after them, taking care of them in  
10 emergency rooms that were preventable and all the rest is  
11 very expensive.

12           MR. SCOLNICK: Your Honor, I'd object that this  
13 witness is not an expert or at least has not been qualified  
14 as such. So, this is all inappropriate and lacks  
15 foundation.

16           THE COURT: Overruled.

17           MR. SCOLNICK: And, again, relevance, and we would  
18 ask for limiting of speeches.

19           THE COURT: Well, I'm not sure yet, Counsel. I  
20 don't know that I would be letting an opinion based on this,  
21 but I'm not certain that I'm going to exclude this. I think  
22 we're all seeking knowledge. And, so, for a brief period of  
23 time. But this is limited now, Counsel.

24           MR. SCOLNICK: Yes, your Honor.

25 //

III-163

1 BY MR. UMHOFFER:

2 Q If you -- based on your experience at Dignity Moves, if  
3 you had to house 4,000 people as quickly as possible, what  
4 would best efforts to do that look like to you?

5 MR. SCOLNICK: Incomplete hypothetical and  
6 relevance. Lacks foundation, and it calls for a legal  
7 conclusion.

8 THE COURT: You can answer that question, but Los  
9 Angeles may be different than San Francisco, different than  
10 Santa Barbara. I'll allow you to answer that general  
11 question.

12 THE WITNESS: Generally, what we do is we find  
13 vacant sites that are available for a few years, find  
14 manufactured units of different types, and set them up on  
15 the vacant sites and build them fast and cost effectively in  
16 months.

17 BY MR. UMHOFFER:

18 Q Do you have examples of where you've done that?

19 A Yes. San Francisco, San Jose. We're actually doing --  
20 you know, we're working with the City of San Jose to  
21 literally reach functional zero unsheltered. We've got  
22 projects Alameda, Roanoke Park, all up and down the state.

23 Q Can you describe a project that is an example of that  
24 moving fast to get as many people inside as you just  
25 described?

III-164

1 MR. SCOLNICK: Relevance, your Honor.

2 THE COURT: Overruled.

3 THE WITNESS: Examples. So, the San Francisco one  
4 that I just mentioned is a great example. Start to finish,  
5 four months. And Roanoke Park we built a quality that's  
6 permanent quality in eight months. And that one was home  
7 key funded, which requires it to be in place for 55 years,  
8 which is not our normal. So, and everything in between, but  
9 it all is about the political will and the municipality  
10 working closely with us to maintain that emergency spirit  
11 and that emergency mindset and get people in quickly.

12 BY MR. UMHOFFER:

13 Q In those examples, can you give us one example of how  
14 the funding worked? Was it all government funding or did it  
15 come from elsewhere?

16 MR. SCOLNICK: Relevance.

17 THE COURT: Overruled. You can answer the  
18 question.

19 THE WITNESS: I'll take the example of our  
20 downtown Santa Barbara project where the County contributed  
21 about a third of the funding, and philanthropy contributed  
22 two-thirds of the -- of the funding.

23 BY MR. UMHOFFER:

24 Q So, what was the total number?

25 A That one was about three and a half million I believe.

III-165

1 Q And about how much of that was philanthropy?

2 MR. SCOLNICK: Relevance --

3 THE WITNESS: Two-thirds.

4 MR. SCOLNICK: Relevance. Lacks foundation.

5 THE COURT: I'm sorry. I didn't hear the  
6 question.

7 BY MR. UMHOFFER:

8 Q About how much of that was philanthropy?

9 A Two-thirds.

10 THE COURT: Two-thirds. All right. Thank you.  
11 Overruled.

12 BY MR. UMHOFFER:

13 Q In the projects that you've worked in, have you  
14 received donations of land from philanthropic sources or  
15 other sources?

16 A Yes.

17 MR. SCOLNICK: Relevance.

18 THE COURT: Yeah, I'm -- I don't want to be  
19 discourteous, but I don't think I'm going to write an  
20 opinion based upon this, about the alternatives, let's say,  
21 to a different policy or policies by different cities. So,  
22 I'm going to limit this a little bit.

23 MR. UMHOFFER: Understood, your Honor.

24 THE COURT: I'm always willing to listen, but you  
25 won't be with us too much longer. All right. So,

III-166

1 Counsel --

2 MR. UMHOFFER: I understand, your Honor. Yes.

3 THE COURT: All right. Please.

4 BY MR. UMHOFFER:

5 Q So, and --

6 MR. UMHOFFER: I'm sorry, your Honor. May I ask  
7 that question again?

8 THE COURT: Please.

9 BY MR. UMHOFFER:

10 Q In some of these projects, have you received donations  
11 or contributions of land from private sources or the  
12 government?

13 MR. SCOLNICK: Relevance.

14 THE WITNESS: Yes. Private landowners have  
15 property tax exemption benefits, and they're often very  
16 eager to let us borrow vacant land.

17 BY MR. UMHOFFER:

18 Q How much vacant land have you been able to secure  
19 through philanthropic means?

20 MR. SCOLNICK: Relevance.

21 THE WITNESS: I actually don't know that answer.

22 THE COURT: What I'm worried about is getting into  
23 a comparison of different cities' policies how land is built  
24 out. I think over the last five years I've been inundated  
25 with that. No discourtesy to you. Okay. Pleasure to meet

III-167

1 you. But, by the same token, I don't want to get into a  
2 situation where Los Angeles is compared to San Francisco or  
3 the best policies. That -- that's really a legislative and  
4 executive function. Couple more --

5 MR. UMHOFFER: Your Honor --

6 THE COURT: -- questions, and --

7 MR. UMHOFFER: I understand, your Honor.

8 THE COURT: Couple more questions.

9 BY MR. UMHOFFER:

10 Q Our point here is best efforts, and I'm going to ask  
11 you now --

12 THE COURT: By the way, afterwards, wherever we're  
13 going with this, happy to meet with you. All counsel want  
14 the same thing.

15 THE WITNESS: Sure.

16 THE COURT: My curiosity. Can you get us out of  
17 tiny homes into something bigger in the modular sense?

18 THE WITNESS: Absolutely.

19 THE COURT: Okay. How large?

20 THE WITNESS: In fact, well, you can make it as  
21 big as you want. We've got projects -- we've got one in  
22 Santa Barbara actually that has bathrooms and little  
23 kitchenettes in it for people -- that was funded by the  
24 hospital, people coming out of hospitals that moved in one  
25 for families that are much larger. We've got ones that --

III-168

1 THE COURT: Okay. Thank you.

2 THE WITNESS: -- could be two bedroom.

3 THE COURT: That's it.

4 THE WITNESS: You can do what you want, yeah.

5 THE COURT: Couple more questions.

6 BY MR. UMHOFFER:

7 Q Have you done work in Los Angeles?

8 MR. SCOLNICK: I'll object again, your Honor, that  
9 this is not an expert on anything as far as we know and  
10 certainly not an expert on best efforts.

11 THE COURT: I know, but I --

12 MR. SCOLNICK: Let alone --

13 THE COURT: -- can see your enthusiasm for  
14 learning even if we're not going to write about this for a  
15 moment. So, as a courtesy, a couple more.

16 MR. SCOLNICK: Understood, your Honor.

17 THE COURT: Thank you very much. All input is  
18 welcome because we're all trying to do the same thing  
19 eventually.

20 BY MR. UMHOFFER:

21 Q Have you done any work through Dignity Moves in Los  
22 Angeles?

23 A Not to date. We have been working towards that but not  
24 yet.

25 Q Okay. And what are you working toward?

III-169

1 A Actually, we've had good conversations with a couple of  
2 the City Council districts and nothing to announce yet.

3 MR. UMHOFFER: Give me a moment.

4 THE COURT: Um-hmm.

5 (Pause.)

6 BY MR. UMHOFFER:

7 Q In Los Angeles, based on your interactions to date  
8 working on potential projects, what could you accomplish  
9 here in Los Angeles with \$400 million of mixed philanthropy  
10 and government money toward taking unsheltered people off  
11 the streets?

12 MR. SCOLNICK: Objection. Calls for speculation.  
13 Relevance.

14 THE COURT: I'm going to sustain that objection.  
15 That's my fear, Counsel, when we get into a comparison of  
16 Los Angeles land values, et cetera, versus San Francisco,  
17 versus, you know, Barstow.

18 MR. UMHOFFER: Nothing about land values, your  
19 Honor. And, I --

20 THE COURT: Yeah.

21 MR. UMHOFFER: They've argued we've got to --  
22 they've argued that we've got to prove best efforts. I'm  
23 here to present -- present evidence about what best efforts  
24 looks like. That's what this witness does. And, so, to be  
25 barred from answering -- from asking questions about best

III-170

1 efforts to house unsheltered people seems to be keeping me  
2 from being able to do something that they say I have to do.

3 MR. SCOLNICK: Your Honor, this is not an expert  
4 on best efforts, let alone an expert in best efforts in Los  
5 Angeles or what's best efforts under the settlement  
6 agreement.

7 THE COURT: I think it's enough that she's  
8 described what her efforts are, how successful she's been.  
9 I think, first of all, you're to be commended. Anybody who  
10 enters this has to have a good heart. Okay. But I think I  
11 -- the Court doesn't want to get into a comparison,  
12 especially geographically between, you know, land cost,  
13 leasing. Unfortunately, I --

14 THE WITNESS: Well, the nice thing is we don't pay  
15 for land. Land cost is a neutral. We borrow land.

16 THE COURT: Okay.

17 THE WITNESS: With Thousand Oaks, Ojai, San  
18 Bernardino, Blossomville, Modesto, Oakland, you know, and  
19 it's across the state.

20 THE COURT: Okay. Okay. Counsel?

21 BY MR. UMHOFFER:

22 Q Putting aside land value and the specific -- specifics  
23 of particular geographies, with \$400 million to build  
24 shelter, what could you accomplish in -- with \$400 million  
25 in Los Angeles, putting aside land values --

III-171

1 A Right.

2 Q -- in a year?

3 A The nice thing --

4 MR. SCOLNICK: Objection --

5 THE WITNESS: -- is land values --

6 MR. SCOLNICK: Objection --

7 THE WITNESS: -- are irrelevant.

8 MR. SCOLNICK: Objection. Calls for speculation.

9 THE COURT: I am going to sustain the objection.

10 MR. UMHOFFER: No further questions, your Honor.

11 THE COURT: Just a moment. Not so fast. Have a  
12 seat. See if they have any questions for you.

13 Cross examination, Ms. -- Mr. --

14 MR. SCOLNICK: Can we have one moment, your Honor?

15 THE COURT: No, no, just a moment. Ms. Myers?

16 I'm coming to Ms. Myers now. Thank you very much.

17 MR. SCOLNICK: Sorry.

18 MS. MYERS: I do have just a couple of questions,  
19 your Honor.

20 THE WITNESS: Sure.

21 THE COURT: Please. Now, she -- by introduction,  
22 she represents the Intervenor in this matter. Okay.

23 THE WITNESS: Thank you.

24 //

25 //

III-172

1 CROSS EXAMINATION

2 BY MS. MYERS:

3 Q Yes, Shayla Myers from the Legal Aid Foundation of Los  
4 Angeles on behalf of the Intervenors in this lawsuit. You  
5 said -- you testified that it cost \$2.2 million to build a  
6 project in San Francisco, is that correct?

7 A Correct.

8 Q And was that just the capital costs?

9 A Yes.

10 Q And, so, that's the cost of the structures alone?

11 A Correct.

12 MR. SCOLNICK: Relevance.

13 THE COURT: Overruled.

14 BY MS. MYERS:

15 Q Were there operating costs associated with operating  
16 the Dignity Moves project?

17 A Of course, yes.

18 MR. SCOLNICK: Relevance.

19 THE COURT: Overruled.

20 BY MS. MYERS:

21 Q And can you tell me what -- are you familiar with --

22 THE COURT: No, just a moment. Just a moment.

23 We're all going to slow down because we're speaking over the  
24 top of each other.

25 MS. MYERS: Sure.

III-173

1 THE COURT: Wait till you answer the question  
2 because there's going to be an objection almost on every  
3 occasion a question is asked. Okay?

4 THE WITNESS: Got it.

5 THE COURT: And, otherwise, counsel doesn't have a  
6 chance to object.

7 THE WITNESS: I understand.

8 THE COURT: All right. Now, you have a question?

9 BY MS. MYERS:

10 Q Are you familiar with the term "day rate" when it comes  
11 to shelters?

12 THE COURT: Now, just a moment. Now your  
13 objection.

14 MR. SCOLNICK: Relevance, your Honor.

15 THE COURT: Overruled. Can you answer the  
16 question?

17 THE WITNESS: Yes.

18 BY MS. MYERS:

19 Q What is a day rate based on your understanding?

20 THE COURT: You've answered -- well, objection?

21 MR. SCOLNICK: No objection, your Honor.

22 THE COURT: All right. As long as we're not  
23 getting into a comparison between San Francisco and LA and  
24 Oakland -- it's much too variable -- you can answer day  
25 rate. What's a day rate?

III-174

1 THE WITNESS: It's the cost of the supportive  
2 services and operating costs per person per day.

3 BY MS. MYERS:

4 Q Okay. And what are the operating costs for a Dignity  
5 Moves project, and -- putting aside supportive services?

6 MR. SCOLNICK: Relevance.

7 THE WITNESS: Varies widely.

8 BY MS. MYERS:

9 Q So, for the San Francisco project --

10 THE COURT: Counsel, see, we're going too fast  
11 again. That's why counsel has to rush the objection. He's  
12 concerned about the answer coming too quickly.

13 Overruled. You can answer the question.

14 THE WITNESS: It varies widely depending on the  
15 types of supportive services and operating costs of the  
16 project that might be for severely acute behavioral health  
17 needs versus one that's for job seekers.

18 BY MS. MYERS:

19 Q Okay. Putting aside supportive services, do you know  
20 what the day rate is for the San Francisco Dignity Moves  
21 project that cost \$2.2 million for the capital contribution?

22 MR. SCOLNICK: Relevance. We're getting into San  
23 Francisco again.

24 THE COURT: We're not getting into the build outs,  
25 though. Overruled. You can -- you can answer that

III-175

1 question.

2 THE WITNESS: Generally, they're not broken out  
3 between operating and supportive services in these projects  
4 because it's usually one supportive services agency contract  
5 that covers both staffing and maintenance.

6 BY MS. MYERS:

7 Q So, do you know what the day rate is then with  
8 supportive services and operating costs combined for that  
9 San Francisco project?

10 MR. SCOLNICK: Relevance.

11 THE COURT: Overruled. You can answer that  
12 question.

13 THE WITNESS: Yes, I do.

14 BY MS. MYERS:

15 Q And what is that rate?

16 MR. SCOLNICK: Relevance.

17 THE COURT: Overruled.

18 MR. SCOLNICK: And foundation, your Honor.

19 THE COURT: Overruled. You can answer the  
20 question.

21 THE WITNESS: Approximately \$100 per person per  
22 night.

23 BY MS. MYERS:

24 Q Okay. And, so, then for the -- I'm sorry. You said  
25 there were 90 people in the facility, is that correct?

III-176

1 THE COURT: Objection?

2 MR. SCOLNICK: No objection, your Honor.

3 THE COURT: All right. You can answer.

4 THE WITNESS: Yes.

5 BY MS. MYERS:

6 Q So, then the daily rate is 90 people times \$100 per day  
7 per night, is that correct -- or, I'm sorry -- per day, is  
8 that correct?

9 MR. SCOLNICK: Your Honor, it's relevance. If you  
10 want to hear this testimony, we'll let it go.

11 THE COURT: No. You can object.

12 MR. SCOLNICK: Okay.

13 THE COURT: I don't want to --

14 MR. SCOLNICK: Just I -- I can keep objecting, but  
15 you know my objection. It's a standing objection to all  
16 these -- this --

17 THE COURT: All right.

18 MR. SCOLNICK: -- this testimony.

19 THE COURT: Okay. Overruled.

20 MR. SCOLNICK: The entire -- the entire discussion  
21 with Ms. Funk today.

22 THE COURT: You can answer.

23 THE WITNESS: It seems like it's a test of my  
24 mental calculations, but, yes, I believe that that is --  
25 you're correct.

III-177

1 BY MS. MYERS:

2 Q But in order to get the day rate for the entire  
3 facility, you would just multiply the number of participants  
4 times \$100, is that -- is that correct?

5 THE COURT: You can answer the question.

6 THE WITNESS: It's typically the other way around,  
7 where there's a contract to operate the site, and it's  
8 divided by the number of people. So, the -- the per person  
9 would vary. It's not usually contracted on a -- on a per  
10 head, on a per capital basis.

11 BY MS. MYERS:

12 Q Okay. And you used the term "interim supportive  
13 housing". Do you draw a distinction between interim  
14 supportive housing and shelter?

15 MR. SCOLNICK: Objection. Relevance and  
16 foundation.

17 THE COURT: Overruled. You can answer the  
18 question.

19 THE WITNESS: That's a very important question.  
20 Absolutely, yes.

21 BY MS. MYERS:

22 Q And what would the distinction be for you?

23 THE COURT: You can answer the question.

24 THE WITNESS: Interim supportive housing is by  
25 definition private rooms. HUD's definition of housing is

III-178

1 separate sleeping quarters and your habitual place of  
2 residence. So, it is a form of housing that is quite  
3 different in format as well as the impact to the individual  
4 from a bunk bed in a group warehouse.

5 MR. SCOLNICK: Your Honor, move to strike. We  
6 have no evidence that this witness has any foundation to  
7 talk about HUD or -- and she's not an expert. So,  
8 objection.

9 THE COURT: Overruled.

10 THE WITNESS: All right. Did you want me to  
11 repeat my answer?

12 MS. MYERS: I'm sorry, your Honor. I didn't hear  
13 you.

14 THE COURT: Overruled.

15 MS. MYERS: Overruled?

16 THE COURT: Um-hmm.

17 THE WITNESS: So, the answer, the difference  
18 between shelter and interim supportive housing is that  
19 shelter is an interim place. Typically it is -- the  
20 stereotype in the past has been congregate format. Interim  
21 supportive housing is a subset of that which is private  
22 separate sleeping quarters and someone's habitual place of  
23 residence, meaning it's not an overnight stay.

24 BY MS. MYERS:

25 Q Okay. But it's still a shelter in terms of the -- the

III-179

1 -- I'll go back. So, it's still interim in terms of it is  
2 not intended to be a permanent place for a person to reside,  
3 is that correct?

4 MR. SCOLNICK: Objection, your Honor. Vague.  
5 Irrelevant. Lacks foundation, and she's not an expert.

6 THE COURT: Just a moment.

7 (Pause.)

8 THE COURT: Just a moment.

9 (Pause.)

10 THE COURT: Counsel, your question again, please?

11 BY MS. MYERS:

12 Q I believe I asked about the interim nature of the  
13 housing. The units that you're talking about are still  
14 intended to be temporary in nature, correct?

15 MR. SCOLNICK: Vague. Relevance. Foundation.  
16 Not an expert.

17 THE COURT: Overruled.

18 THE WITNESS: Yes, that is correct.

19 BY MS. MYERS:

20 Q And do you have a sense of the average length of stay  
21 for an individual in one of your programs?

22 MR. SCOLNICK: Same objections.

23 THE COURT: Overruled. You can answer that.

24 THE WITNESS: Eight months is the average in our  
25 programs.

III-180

1 BY MS. MYERS:

2 Q And the average length of time when a project is  
3 constructed -- well, I'll go back. The projects are not  
4 intended to be permanent in nature. The structures are not  
5 intended to be permanent in nature, correct?

6 MR. SCOLNICK: Same objections.

7 THE COURT: Overruled.

8 THE WITNESS: That's correct.

9 BY MS. MYERS:

10 Q And I believe you testified that they last -- let me  
11 just ask. How long on average do your projects last?

12 MR. SCOLNICK: Same objections.

13 THE COURT: Overruled. You can answer that  
14 question.

15 THE WITNESS: It depends on the manufacturer and  
16 the site specifics. There are some products are durable  
17 enough to be 55 years, but they are relocatable in every  
18 case.

19 BY MS. MYERS:

20 Q And, so, how long on average does one of your projects  
21 last, not the -- not the actual building itself but the  
22 actual placement on a specific site for a limited duration,  
23 how long do they last on average?

24 MR. SCOLNICK: Relevance.

25 THE COURT: Overruled. You can answer the

III-181

1 question.

2 THE WITNESS: We've had some that were only  
3 contracts for 18 months and some that are, you know, very  
4 long. I would say an average is about a five-year lease.

5 BY MS. MYERS:

6 Q Okay. And what happens to the individuals who are in  
7 those locations after those projects shut down?

8 MR. SCOLNICK: Relevance. Calls for speculation.

9 THE COURT: Overruled. You can answer.

10 THE WITNESS: They're treated like shelter in the  
11 system. So, they are intended to be an interim stay, and  
12 then the person is then assessed and hopefully they work  
13 with a case manager and all the rest, and they work their  
14 way into a more permanent solution.

15 BY MS. MYERS:

16 Q Okay. So, a person who is in one of your projects is  
17 still technically homeless, is that correct?

18 MR. SCOLNICK: Objection. Relevance and vague. I  
19 assume we're still talking about San Francisco.

20 THE WITNESS: Well, this is statewide. We're  
21 working across --

22 THE COURT: No, I think she's just generally what  
23 the different -- with the different projects in Santa  
24 Barbara, et cetera.

25 MR. SCOLNICK: Move to strike, your Honor.

III-182

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

3 THE WITNESS: So, the -- and now I've lost track  
4 of the question. So, what happens to them after?

5 BY MS. MYERS:

6 Q No. So, individuals who are in your projects which are  
7 shelters are still considered homeless, correct?

8 MR. SCOLNICK: Relevance and vague.

9 THE COURT: Overruled. You can answer.

10 THE WITNESS: That is correct. They are  
11 considered sheltered homeless.

12 BY MS. MYERS:

13 Q Have you ever worked on any projects that were funded  
14 by municipalities?

15 MR. SCOLNICK: Relevance.

16 THE COURT: Overruled. You can answer the  
17 question.

18 THE WITNESS: Most of our projects are funded in  
19 one way or another by the city or county, generally not  
20 entirely. We bring some philanthropy to it, but quite a few  
21 of them are, yes.

22 BY MS. MYERS:

23 Q Have you built any projects in San Francisco that were  
24 funded by -- by the City or -- City and County and County of  
25 San Francisco?

III-183

1 MR. SCOLNICK: Relevance.

2 THE COURT: No. As long as we don't have a  
3 comparison with Los Angeles, overruled.

4 THE WITNESS: No, we have not yet.

5 BY MS. MYERS:

6 Q Okay. Is there any cost differences when you work with  
7 municipalities and when you work for philanthropy when it  
8 comes to building those units?

9 MR. SCOLNICK: Relevance. Vague. Lacks  
10 foundation.

11 THE COURT: Overruled. You can answer the  
12 question.

13 THE WITNESS: Very significant actually. The San  
14 Francisco project that we built through philanthropy and as  
15 a nonprofit was about \$32,000 per room. When the City  
16 replicated that with Department of Public Works, it was  
17 three times that.

18 BY MS. MYERS:

19 Q And do you have a sense of why there was a -- why it  
20 cost three times more to build it when it a municipality  
21 built it?

22 MR. SCOLNICK: Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: I do. We spent a lot of time  
25 looking at that. I mean, first of all, it's the obvious

III-184

1 things like we had an eighth grade class go to Bed Bath and  
2 Beyond and decorate the rooms, and so a lot of things get  
3 donated. But also, you know, Public Works for reasons have  
4 a lot of processes and a lot of additional red tape that as  
5 a nonprofit we don't face.

6 BY MS. MYERS:

7 Q Isn't it true that one of the significant differences  
8 between when you build with philanthropy and when you build  
9 with a municipality is labor costs?

10 MR. SCOLNICK: Relevance. Vague. Calls for  
11 speculation.

12 THE COURT: Generally speaking, you can answer  
13 that question.

14 THE WITNESS: That is not the case. In fact, our  
15 project in San Francisco, if you want to use it as an  
16 example, was built with union labor and prevailing wage.

17 BY MS. MYERS:

18 Q So, it's not the case that one of the -- one of the  
19 major differences between the cost of your project when you  
20 build with philanthropy and when you build with the  
21 municipalities is prevailing wage labor costs then?

22 MR. SCOLNICK: Same objection.

23 THE COURT: You can answer that question.

24 THE WITNESS: No, that's not the case.

25 //

III-185

1 BY MS. MYERS:

2 Q Have you ever said publicly that that is the case, that  
3 it -- that it is the cost of labor that drives up the cost  
4 when municipalities are involved?

5 MR. SCOLNICK: Relevance.

6 THE COURT: Overruled. You can answer it.

7 THE WITNESS: I -- if I have, I've not -- I do not  
8 recall.

9 MS. MYERS: Okay. I have no further questions.  
10 Thank you.

11 THE COURT: Cross examination?

12 MR. SCOLNICK: Just a couple of questions, your  
13 Honor.

14 THE COURT: Hold on. And, remember, whatever your  
15 answers are, they should pertain to your general experience.  
16 We're not going to compare Los Angeles --

17 THE WITNESS: Right.

18 THE COURT: -- to San Francisco or Oakland or  
19 whatever.

20 THE WITNESS: Got it.

21 THE COURT: All right. Thank you.

22 FURTHER CROSS EXAMINATION

23 BY MR. SCOLNICK:

24 Q Ms. Funk, just so I'm clear, you're not offering any  
25 testimony today about the City of Los Angeles complying with

III-186

1 the settlement agreement with the Alliance, are you?

2 THE COURT: Well, she might --

3 THE WITNESS: Am I good to --

4 THE COURT: -- be prepared to do that, Counsel. I  
5 foreclosed that I think, but you can answer that question.

6 THE WITNESS: No, I'm not.

7 BY MR. SCOLNICK:

8 Q And you're also not testifying about the City of Los  
9 Angeles' compliance with the Roadmap Agreement with the  
10 County of LA, are you?

11 A No, I am not.

12 MR. SCOLNICK: That's it, your Honor. Thanks.

13 THE COURT: Okay. Thank you.

14 Redirect? Oh, I'm sorry. You --

15 MR. MCRAE: No, I -- you're right. I was wrong.  
16 I was going to ask for a recess to go to the restroom, but  
17 you were right. You were 100 percent right. That is the  
18 protocol when it is redirect. I apologize.

19 THE COURT: No, no. If you want to go to the  
20 restroom --

21 MR. MCRAE: No. I don't want to miss anything,  
22 your Honor. That's why I keep asking.

23 THE COURT: Redirect? And, Counsel, as long as we  
24 keep these general educational, et cetera, I have no  
25 problem. I just worry about any comparison, et cetera and,

III-187

1 you know, LA, San Francisco, Oakland.

2 REDIRECT EXAMINATION

3 BY MR. UMHOFFER:

4 Q Ms. Funk, I'm about to give you a hypothetical that my  
5 colleague over here will object to. If the settlement  
6 agreement in this case needed 4,000 more beds in order to  
7 meet the milestones and deadlines set forward there, what --  
8 putting aside land costs and comparison with other places,  
9 what could Dignity Moves do to close that 4,000-bed gap?

10 MR. SCOLNICK: Objection, your Honor. Incomplete  
11 hypothetical. Vague. Relevance. Lacks foundation, and the  
12 witness is not an expert.

13 THE COURT: I'm going to -- I'm going to sustain  
14 that, Counsel.

15 MR. UMHOFFER: No further questions, your Honor.

16 THE COURT: Any recross, Ms. Myers?

17 MS. MYERS: No, ,your Honor.

18 THE COURT: Counsel?

19 MR. SCOLNICK: No. Thank you.

20 THE WITNESS: Humbly thank you. We're always  
21 willing to learn, and thank you very much.

22 THE WITNESS: Thank you.

23 THE WITNESS: Pleasure.

24 THE COURT: And, Counsel, would you like to have a  
25 recess?

III-188

1 MR. MCRAE: Yes, your Honor.

2 THE COURT: All right. Let's have a recess.

3 About 20 minutes then, Counsel. We'll be back at that time.

4 (Proceedings recessed briefly.)

5 THE COURT: We're on the record. All counsel are  
6 present.

7 Counsel, your next witness, please.

8 MR. MCRAE: Your Honor, thank you for the  
9 accommodation. The parties have conferred. We do have  
10 agreement that due to Doctor Agonafer's schedule, that she  
11 will be the next witness to take the stand.

12 THE COURT: All right.

13 MR. MCRAE: But Matt Szabo is prepared to resume  
14 in the morning.

15 THE COURT: All right.

16 MR. MCRAE: Our colloquy, though, has revealed a  
17 difference in view as to when we might end today.

18 THE COURT: Just a moment. Whenever you want.

19 MR. MCRAE: Yes.

20 THE COURT: We're wasting time. Let's get that  
21 witness on the stand. Time is valuable right now.

22 MR. UMHOFFER: Your Honor, the Plaintiffs call  
23 Doctor Etsemaye Agonafer.

24 THE COURT: Thank you very much.

25 Would you be kind enough to raise your right hand,

III-189

1 please.

2 ETSEMAYE AGONAFAER - PLAINTIFFS' WITNESS - SWORN

3 THE COURT: And would you please be seated here in  
4 the witness box.

5 (Pause.)

6 THE CLERK: Watch your step.

7 THE COURT: There's a rise right there.

8 And after you're comfortably seated, would you  
9 face the parties and state your full name, please.

10 THE WITNESS: Good afternoon. I'm Doctor Etsemaye  
11 Agonafer.

12 THE COURT: Okay. I can tell already you've got a  
13 very soft voice, and that's okay. But we need to get that  
14 microphone and you close to each other. Please state your  
15 name again.

16 THE WITNESS: Good afternoon. My name is doctor  
17 Etsemaye Agonafer.

18 THE COURT: Thank you. Would you spell your first  
19 name, please.

20 THE WITNESS: E-T-S-E-M-A-Y-E.

21 THE COURT: Okay.

22 THE WITNESS: Agonafer, A-G-O-N-A-F-E-R.

23 THE COURT: Thank you very much.

24 Direct examination, please.

25 //

III-190

1 DIRECT EXAMINATION

2 BY MR. UMHOFFER:

3 Q Doctor Agonafer, what is your current job?

4 A I am currently the Deputy Mayor for Homelessness and  
5 Community Health for the City of Los Angeles.

6 Q How long have you held that role?

7 A I have held that role since January of 2024.

8 Q Were you a part of the Mayor's administration at the  
9 start of her administration, Mayor Bass?

10 MS. KAOUNIS: Objection. Vague.

11 THE COURT: Do you understand the question?

12 THE WITNESS: I do.

13 THE COURT: All right. You can answer the  
14 question.

15 THE WITNESS: I was not formally part of her  
16 administration. I served as her consultant starting May of  
17 2023 when I served to support thinking through strategies  
18 around health and behavioral health services for people  
19 experiencing homelessness.

20 BY MR. UMHOFFER:

21 Q And you were paid through -- by the City for that  
22 consultancy role?

23 MS. KAOUNIS: Objection. Relevance.

24 THE COURT: Overruled.

25 THE WITNESS: Correct.

III-191

1 BY MR. UMHOFFER:

2 Q How long have you known the Mayor?

3 MS. KAOUNIS: Objection. Relevance.

4 THE COURT: Overruled. You can answer that  
5 question.

6 THE WITNESS: I met the Mayor when I was a White  
7 House fellow and worked for the Biden/Harris administration  
8 and worked for Secretary Fudge while she was a  
9 congresswoman.

10 BY MR. UMHOFFER:

11 Q You also worked in a county institution, LA County  
12 institution, is that correct?

13 MS. KAOUNIS: Object to form. Vague.

14 THE COURT: Will you restate that, please.

15 BY MR. UMHOFFER:

16 Q You also worked in an LA County institution, correct?

17 THE COURT: All right. Overruled. You can answer  
18 the question.

19 THE WITNESS: Okay. I both trained, conducted  
20 research, and practiced in County facilities across LA  
21 County.

22 BY MR. UMHOFFER:

23 Q And you're the first person to hold the role that you  
24 currently hold? That role didn't exist before you stepped  
25 into it, correct?

III-192

1 MS. KAOUNIS: Objection. Vague.

2 THE COURT: Do you understand the question?

3 THE WITNESS: Yes, I do.

4 THE COURT: You can answer it. Overruled.

5 THE WITNESS: I am the first Deputy Mayor for  
6 Homelessness and Community Health.

7 BY MR. UMHOFFER:

8 Q Do you have an understanding as to why that role was  
9 created?

10 MS. KAOUNIS: Objection. Foundation.

11 THE COURT: No. Overruled. You can answer that  
12 question.

13 THE WITNESS: I was brought onto this role because  
14 of the Mayor's priorities. She established an emergency  
15 declaration at the start of her administration and wanted to  
16 bring folks indoors quickly and urgently and make sure that  
17 they had the rapid round services that they deserve.

18 BY MR. UMHOFFER:

19 Q Is that state of emergency, by the way, still in  
20 effect?

21 A It is.

22 Q On homelessness, correct?

23 A Correct.

24 Q There's also a state of emergency arising out of the  
25 fires that -- that took place at the beginning of this year,

III-193

1 correct?

2 MS. KAOUNIS: Objection. Foundation.

3 THE COURT: Overruled.

4 THE WITNESS: That is correct, but that's outside  
5 of my purview.

6 BY MR. UMHOFFER:

7 Q So, day in and day out, your focus is on homelessness,  
8 correct?

9 MS. KAOUNIS: Object. Vague.

10 THE WITNESS: As I --

11 THE COURT: Overruled. You can answer that  
12 question.

13 THE WITNESS: Sure. As I stated, I started in  
14 this role in January of 2024, and my role has evolved since  
15 then. Initially, I was focused on coordinating and  
16 enhancing health and behavioral health services for people  
17 experiencing homelessness and at risk for homelessness.  
18 Later, that role evolved to include the oversight of the  
19 Inside Safe Program, along with other programs like the  
20 Collaborative for Substance Use Care.

21 And in January of this year, my role expanded to  
22 include the Continuum for Homeless and Housing --  
23 Homelessness and Housing, from prevention to unsheltered  
24 homelessness, sheltered homelessness and the production of  
25 affordable housing, in partnership with many of our City

III-194

1 departments, the Housing Department, LAHSA, and the Housing  
2 Authority.

3 BY MR. UMHOFFER:

4 Q Can you restate the -- your purview at the start? It  
5 was related to health services, is that correct?

6 MS. KAOUNIS: Objection. Vague.

7 THE COURT: Overruled. You can answer the  
8 question.

9 THE WITNESS: My role was related to coordinating  
10 and enhancing health, behavioral health, and social  
11 services, and that's broad. I'm an internal medicine  
12 physician. Internal medicine in and of itself includes  
13 primary care, hospital medicine for anybody above the age of  
14 18. But health, behavioral health, psychiatric disorders,  
15 substance use disorders. Social services includes housing,  
16 income benefits, Social Security benefits, health benefits.  
17 So, it really was about coordinating all of those types of  
18 services. Some -- most the City actually does not conduct,  
19 but working with our partners across the region to make sure  
20 people were receiving all of the services that they needed.

21 BY MR. UMHOFFER:

22 Q So, far as you mentioned substance use and mental  
23 health services, those are supposed to be provided by the  
24 County to persons experiencing homelessness, correct?

25 MS. KAOUNIS: Objection. Foundation.

III-195

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

3 THE WITNESS: They are provided by the County, but  
4 they're also provided by a number of healthcare delivery  
5 systems across LA County.

6 BY MR. UMHOFFER:

7 Q Is one of the reasons that you were brought in to  
8 coordinate those services because those services that were  
9 supposed to be coming from the County were not being  
10 delivered to persons experiencing homelessness on the  
11 streets of Los Angeles? Isn't that why -- one of the  
12 reasons why you were brought in?

13 MS. KAOUNIS: Objection. Foundation. Relevance.  
14 Calls for speculation.

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

17 THE WITNESS: Sure. The reason why I was brought  
18 in is that every unhoused individual experiences a variety  
19 of things, and the sole purpose was to make sure that each  
20 of those individuals received care in a number of ways. The  
21 County provides services, street medicine teams. Nonprofit  
22 health systems across the region also do that. For Inside  
23 Safe specifically, you know, LAHSA contracted service  
24 providers. Those case managers are -- are focused on a  
25 number of things, housing navigation, connecting them to a

III-196

1 variety of resources. And, so, I'm not really sure how to  
2 answer your question, but each individual comes into their  
3 circumstances in a really unique way, and those people on  
4 the front line like I used to be have to figure out how to  
5 tailor their services to them.

6 Q Has the Mayor ever told you that the County is failing  
7 to provide the services that they should be to persons  
8 experiencing homelessness and you need to help fill that  
9 gap?

10 MS. KAOUNIS: Objection. Deliberative process.  
11 Also relevance.

12 THE COURT: Sustained.

13 THE WITNESS: I don't believe the Mayor has ever  
14 said --

15 THE COURT: You don't have to answer that  
16 question.

17 MS. KAOUNIS: Yeah. Sustained means --

18 THE WITNESS: Sorry.

19 BY MR. UMHOFFER:

20 Q Now, you -- part of --

21 MS. KAOUNIS: Move to strike the answer.

22 THE COURT: Was there an answer? I didn't hear  
23 it.

24 MR. MCRAE: Partial.

25 MS. KAOUNIS: Yeah. She started.

III-197

1 THE COURT: Stricken.

2 MR. UMHOFFER: Your Honor, I think we're running  
3 into the same problem we ran into on day one. I think that  
4 counsel who's not making the objections is speaking directly  
5 into the microphone while coaching his counsel -- his  
6 partner. So, I'm hearing it. It's distracting.

7 THE COURT: I'll just be alert. Next question.  
8 Okay.

9 MR. UMHOFFER: Thank you, your Honor.

10 BY MR. UMHOFFER:

11 Q Now, you are there to help the Mayor make decisions on  
12 homelessness, correct?

13 MS. KAOUNIS: Objection. Deliberative process.

14 THE COURT: Overruled. You can answer. Your  
15 role?

16 THE WITNESS: My role is to implement and execute  
17 the Mayor's priorities and initiatives. And, first and  
18 foremost, to uphold the oath that I took in medical school,  
19 to serve the people that are vulnerable and living on the  
20 streets in a way that is centered in love and making sure  
21 that we recognize each of those individuals are someone's  
22 loved one and child.

23 BY MR. UMHOFFER:

24 Q You said you're there to help the Mayor implement her  
25 priorities on homelessness. She sets those priorities,

III-198

1 correct?

2 MS. KAOUNIS: Objection. Vague.

3 THE COURT: The question was?

4 BY MR. UMHOFFER:

5 Q You set -- does the Mayor set the priorities on  
6 homelessness that you attempt to assist her with?

7 MS. KAOUNIS: Same objection.

8 THE COURT: Overruled. You can answer the  
9 question.

10 THE WITNESS: The Mayor sets priorities in  
11 collaboration with everybody in the City and meets the needs  
12 of the -- of all Angelinos. And my role is to execute her  
13 priority of moving folks indoors urgently, making sure that  
14 they receive the health, behavioral health and social  
15 services that they need, and we produce affordable housing  
16 so that we can move them off the streets into shelter and  
17 eventually permanent housing so that they stay well and can  
18 live lives with dignity.

19 BY MR. UMHOFFER:

20 Q So you help the Mayor execute on priorities she sets on  
21 homelessness, correct?

22 MS. KAOUNIS: Objection. Asked and answered.  
23 Vague.

24 THE COURT: Overruled. You can answer the  
25 question.

III-199

1 THE WITNESS: I believe I answered the question.

2 THE COURT: Okay.

3 BY MR. UMHOFFER:

4 Q Does the Mayor set priorities on homelessness, yes or  
5 no?

6 MS. KAOUNIS: Objection. Asked and answered.

7 THE COURT: Overruled. You can answer it.

8 THE WITNESS: I believe I answered the question.

9 THE COURT: Well, answer it again just to be sure.

10 THE WITNESS: Okay. My role is to implement the  
11 priorities and initiatives of the Mayor, which include  
12 urgently moving folks that are living on the streets into  
13 shelter because the streets are not a waiting room, making  
14 sure that they receive health and behavior health services  
15 that they deserve when they're in shelter, and that we  
16 produce enough affordable housing so that we can move them  
17 into permanent shelter where they can be healthy and well.

18 BY MR. UMHOFFER:

19 Q And, again, the Mayor sets those priorities and  
20 initiatives, not you, correct?

21 MS. KAOUNIS: Objection. Asked and answered.

22 THE COURT: Overruled. You can answer again. In  
23 other words, he's --

24 THE WITNESS: I -- I --

25 THE COURT: -- talking about the Mayor.

III-200

1 THE WITNESS: I can repeat my response and also I  
2 wasn't in the administration at the beginning, and I can't  
3 speak to all of the folks that were involved in developing  
4 her priorities, and I think I answered the question.

5 BY MR. UMHOFFER:

6 Q Is one of her -- is one of the Mayor's priorities  
7 complying with the LA Alliance settlement agreement?

8 MS. KAOUNIS: Objection. Speculation. Calls for  
9 a legal conclusion and --

10 THE COURT: Overruled.

11 MS. KAOUNIS: -- foundation.

12 THE COURT: Overruled. You can answer that  
13 question.

14 THE WITNESS: The Mayor is the executive of  
15 function of the City, and the City agreed to the terms and  
16 is working towards -- every day working towards meeting  
17 those goals.

18 BY MR. UMHOFFER:

19 Q Is the Mayor working towards meeting those goals?

20 MS. KAOUNIS: Objection. Vague.

21 THE COURT: As to the LA Alliance agreement?

22 MR. UMHOFFER: As to the LA Alliance agreement.

23 THE COURT: Overruled. You can answer the  
24 question, please.

25 MS. KAOUNIS: Foundation.

III-201

1 THE COURT: Overruled.

2 THE WITNESS: I'm -- I'm not sure how to answer  
3 that. I believe I answered the question.

4 BY MR. UMHOFFER:

5 Q I'm going to ask it again. Is the Mayor working to  
6 comply with the LA Alliance agreement? If you can answer  
7 yes or no, I'd like you to.

8 THE COURT: No. I'm not going to restrict yes or  
9 no answers by either party.

10 MR. UMHOFFER: Just -- I'm not restricting.

11 THE COURT: Counsel, I'm not going to get into yes  
12 or no by either of the parties. Witnesses are going to give  
13 full answers. If they don't answer the question, then ask  
14 it again.

15 MS. KAOUNIS: Your Honor, I'm also going to just  
16 object. Vague. Lack of foundation. We haven't established  
17 that this witness knows the terms. We've just asked a vague  
18 question.

19 THE COURT: That she doesn't know the terms?

20 MS. KAOUNIS: Calls for a legal conclusion.  
21 There's been no foundation laid I don't believe.

22 THE COURT: All right. Thank you. Overruled.  
23 Now, you may have forgotten the question because there's  
24 been lots of colloquy back and forth. So, as a courtesy,  
25 they'll reask the question of you.

III-202

1 THE WITNESS: Okay.

2 THE COURT: Thank you.

3 BY MR. UMHOFFER:

4 Q Is one of the Mayor's priorities and initiatives to  
5 comply with the LA Alliance Settlement Agreement?

6 MS. KAOUNIS: Objection. Asked and answered.

7 THE COURT: Overruled.

8 MS. KAOUNIS: Lacks foundation.

9 THE COURT: Overruled.

10 THE WITNESS: Our office's priorities, along with  
11 all of the City departments is to meet the milestones of any  
12 agreement --

13 BY MR. UMHOFFER:

14 Q Including --

15 A -- that we have committed to.

16 Q Sorry. I'm sorry to interrupt you.

17 A Sure.

18 Q Including the LA Alliance Agreement, correct?

19 MS. KAOUNIS: Objection. Form. Lack of  
20 foundation.

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

23 THE WITNESS: I believe I answered the question.

24 BY MR. UMHOFFER:

25 Q I'm not sure you did. So, I'm going to ask again.

III-203

1 A Okay.

2 THE COURT: Well, we'll stop the colloquy between  
3 both.

4 MR. UMHOFFER: I understand.

5 THE COURT: Just reask the question.

6 BY MR. UMHOFFER:

7 Q Is the Mayor -- is one of the Mayor's policies and  
8 initiatives complying with the LA Alliance Settlement  
9 Agreement?

10 MS. KAOUNIS: Objection. Lack of foundation.  
11 Relevance. Deliberative process.

12 THE COURT: Overruled.

13 THE WITNESS: I guess I'd like to understand what  
14 you mean by policy initiatives. For me, policy initiatives  
15 include things like the Inside Safe Encampment Resolution  
16 Program, things like the Collaborative for Substance Use.  
17 The work that we're doing with all of the departments that  
18 -- and the Council offices that move policy forward. So,  
19 maybe you need to restate the question.

20 BY MR. UMHOFFER:

21 Q Have you assisted the Mayor or advised the Mayor -- not  
22 asking what you said, but on the subject of the settlement  
23 agreement with the LA Alliance?

24 MS. KAOUNIS: Lacks foundation. Deliberative  
25 process.

III-204

1 THE COURT: Overruled. You can answer that  
2 question but not into any specific conversation.

3 THE WITNESS: Sure. As you described, my role  
4 evolved over the last year and a half. I was not involved  
5 in conversations about this settlement.

6 BY MR. UMHOFFER:

7 Q Have you ever --

8 A That I can discuss.

9 Q I'm sorry. I didn't mean to interrupt. Are you  
10 finished with your --

11 A Sure. I'm done.

12 Q Have you ever actually looked at the LA Alliance  
13 Settlement Agreement?

14 MS. KAOUNIS: Object to form. Foundation.

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

17 THE WITNESS: I believe I have seen it in a  
18 variety of meetings that might have been privileged.

19 BY MR. UMHOFFER:

20 Q Have you read it?

21 A I may have skimmed the document.

22 Q You're in charge of advising the Mayor on homelessness.  
23 Am I right?

24 MS. KAOUNIS: Object to form.

25 THE COURT: Overruled.

III-205

1 BY MR. UMHOFFER:

2 Q That's -- I'm sorry. Let me put -- let me take back  
3 the in charge. One of your roles is advising the Mayor on  
4 homelessness, correct?

5 MS. KAOUNIS: Objection. Vague.

6 THE COURT: Overruled.

7 THE WITNESS: As I described, my role has evolved  
8 over time. Since January of this year, I now support and  
9 advise on the entirety of the continuum.

10 BY MR. UMHOFFER:

11 Q Including the LA Alliance Agreement and the City's  
12 compliance, correct?

13 MS. KAOUNIS: Objection. Vague. That lacks  
14 foundation.

15 THE COURT: Overruled.

16 THE WITNESS: That is not correct.

17 BY MR. UMHOFFER:

18 Q So, you don't have anything to do with the City's  
19 compliance with the LA Alliance Settlement Agreement?

20 A I work --

21 MS. KAOUNIS: Objection -- hold on. Hold on.  
22 Objection. Misstates her testimony. Lacks foundation.

23 THE COURT: Overruled. You can answer the  
24 question.

25 THE WITNESS: I work with the City Attorney's

III-206

1 Office and the CAO's Office, who reports the -- the Alliance  
2 milestones and tracks that information. But, again, what I  
3 primarily focus on is the operations of Inside Safe, the  
4 Collaborative and the continuum of care.

5 BY MR. UMHOFFER:

6 Q Are you aware that the City is now counting Inside Safe  
7 beds towards the milestones set forth in the LA Alliance  
8 Agreement?

9 MS. KAOUNIS: Objection. Foundation.

10 THE COURT: Overruled.

11 THE WITNESS: I am aware.

12 BY MR. UMHOFFER:

13 Q Now, I'm going to pull up the settlement agreement  
14 which we've already been talking about in this case. You'll  
15 see it right there. I don't mean to misstate your  
16 testimony, but am I correct that you have skimmed this  
17 document?

18 MS. KAOUNIS: Objection. Foundation. Give her a  
19 moment to review it.

20 THE COURT: Overruled. You can answer the  
21 question.

22 THE WITNESS: May I review this document?

23 MR. UMHOFFER: Yes.

24 THE COURT: Take your time with it if you want --  
25 if you want to read it or look at it.

III-207

1 MR. UMHOFFER: There's an iPad in front of you. If  
2 you scroll down to Exhibit 25, that iPad there.

3 THE COURT: I think she's -- just a moment. She'd  
4 like a hard copy. We're going to pay her the courtesy of  
5 giving her a copy now. And take your time with it if you  
6 need a recess.

7 THE WITNESS: Thank you.

8 (Pause.)

9 UNIDENTIFIED SPEAKER: Your Honor, may I approach?

10 THE COURT: Please.

11 THE WITNESS: Thank you.

12 (Pause.)

13 BY MR. UMHOFFER:

14 Q Have you had a chance to look at the document?

15 A I just skimmed the document.

16 Q And you've seen that document before, correct?

17 A I have seen this document before.

18 Q Did you read that document previous to being here as  
19 part of your role as the Deputy City Mayor on Homelessness?

20 A I read a lot of documents as part of my role as Deputy  
21 Mayor of Homelessness and Community Health --

22 Q Was this one of them?

23 MS. KAOUNIS: Give her a --

24 THE WITNESS: This -- not --

25 MS. KAOUNIS: Yeah, give her a minute to finish

III-208

1 her answer.

2 THE WITNESS: Not specific to the Inside Safe  
3 Program, the Collaborative for Substance Use care, but I am  
4 aware of this document and have discussed it with the CAO's  
5 Office and the City Attorneys.

6 BY MR. UMHOFFER:

7 Q Why did you read the document the first time you read  
8 it?

9 MS. KAOUNIS: Objection. Deliberative process.  
10 Privilege.

11 THE COURT: Overruled. As long as it doesn't get  
12 into a conversation.

13 THE WITNESS: I had -- I don't remember even the  
14 first time I read this document. I -- I can't --

15 BY MR. UMHOFFER:

16 Q One of the reasons why you read this document is  
17 because you needed to in order to do your job to advise the  
18 Mayor on homelessness, is that correct?

19 MS. KAOUNIS: Objection. Calls for a legal  
20 conclusion. Deliberative process and an attorney-client  
21 privilege.

22 THE COURT: Overruled.

23 MS. KAOUNIS: Also relevance.

24 THE COURT: Overruled. Would you answer that  
25 question?

III-209

1 THE WITNESS: Can you restate the question?

2 BY MR. UMHOFFER:

3 Q Is one of the reasons why you reviewed this document  
4 because it was important for you as the Deputy Mayor on  
5 Homelessness to understand what's in this document?

6 MS. KAOUNIS: Objection. Calls for privileged  
7 communications. Lacks foundation. Calls for speculation.  
8 Relevance.

9 THE COURT: Overruled. You can answer the  
10 question, please.

11 THE WITNESS: I'm not really sure how to answer  
12 that question. I am -- I am many things. I'm a physician,  
13 a researcher, a medical educator, but I'm not a lawyer.  
14 Even if I were to skim this document, I would rely on City  
15 Attorneys to be able to interpret it for me. And, like I  
16 said, most of the work that I do is, you know, related to  
17 the continuum, bringing folks inside, bringing beds online,  
18 and the CAO's Office is responsible for counting the numbers  
19 required for this -- this settlement and reporting it.

20 BY MR. UMHOFFER:

21 Q Do you understand that one of the goals of this  
22 agreement is to bring people inside?

23 MS. KAOUNIS: Objection. Lacks foundation.

24 THE COURT: Overruled.

25 MS. KAOUNIS: Calls for a legal conclusion.

III-210

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

3 THE WITNESS: I'm -- again, I'm not an attorney.  
4 And, so, I -- the goals, from my understanding around street  
5 cleanings and beds that are bought online. And, so, I'm not  
6 sure what you mean in terms of bringing folks inside. But  
7 I'm happy to tell you about the Inside Safe Program and what  
8 we do to bring folks inside every day. In fact, we brought  
9 some folks inside today.

10 BY MR. UMHOFFER:

11 Q Are beds an important element to bringing people  
12 inside?

13 MS. KAOUNIS: Objection. Vague. Calls for a  
14 legal conclusion.

15 THE COURT: Restate that as a question, counsel.  
16 That was a statement.

17 BY MR. UMHOFFER:

18 Q Are beds important to bringing people inside?

19 MS. KAOUNIS: Same objections.

20 THE COURT: Overruled.

21 THE WITNESS: In addition to the need for beds,  
22 there's also a need to build trust with the communities that  
23 are living on the streets. And what we do with Inside Safe  
24 or our field intervention team does every day is go and  
25 assesses the encampment communities that the Council offices

III-211

1 submits to us, builds relationships with not only the  
2 encampment community but the community at large. And then  
3 with the beds that we have in our portfolio, we're able to  
4 bring them inside voluntarily. And, so, that's what's  
5 required to bring folks indoors, trust.

6 BY MR. UMHOFFER:

7 Q Are beds important to bringing people inside?

8 MS. KAOUNIS: Objection. Calls for a legal  
9 conclusion and relevance. Vague.

10 THE COURT: Overruled. You can answer the  
11 question.

12 THE WITNESS: I believe I answered the question.  
13 First and foremost, you need to build trust with these  
14 communities that have mistrust of systems who've promised  
15 things to them over and over again. We're talking about  
16 unhoused individuals and elderly folks that have, you know,  
17 retired and don't have enough savings to pay rent. You're  
18 talking about individuals who, you know, their families were  
19 broken apart because of some medical debt that left them  
20 unable to pay their bills. You're talking about folks that  
21 I used to care for at Twin Towers Correctional Facility that  
22 left jails and prisons and don't have a safety net to catch  
23 them. So, they end up on the street. You're talking about  
24 foster youth who phase out of the system. Trust is needed.  
25 Beds are also needed. Along with all of that are the

III-212

1 services needed to make sure that each of those individuals  
2 are met exactly where they are.

3 BY MR. UMHOFFER:

4 Q Do you understand -- not as a lawyer but as the Deputy  
5 City Mayor for Homelessness, do you understand that there  
6 are obligations in this agreement for the City to create  
7 additional beds?

8 A That is my understanding.

9 MS. KAOUNIS: Hold on. Asked and answered. Calls  
10 for a legal conclusion. Lacks foundation.

11 THE COURT: Overruled. I believe you stated the  
12 answer, but I'm not sure that we picked that up on  
13 CourtSmart. Would you state that again.

14 THE WITNESS: That is my understanding.

15 BY MR. UMHOFFER:

16 Q And do you understand -- and I think I heard you  
17 mention the term "milestones" previously -- that there are  
18 milestones in this agreement for the creation of beds?

19 MS. KAOUNIS: Calls for legal conclusion. Lacks  
20 foundation.

21 THE COURT: Overruled. You may answer, please.

22 THE WITNESS: I understand that.

23 BY MR. UMHOFFER:

24 Q And do you also understand that there are milestones  
25 for encampment engagement?

III-213

1 MS. KAOUNIS: Calls for a legal conclusion. Lacks  
2 foundation.

3 THE COURT: Overruled.

4 THE WITNESS: I also understand that. But, again,  
5 it's not under my purview to track those numbers or report  
6 them back to the Court.

7 BY MR. UMHOFFER:

8 Q So, you don't have any role in verifying the accuracy  
9 of the numbers reported to the Court or the public --

10 MS. KAOUNIS: Objection --

11 BY MR. UMHOFFER:

12 Q -- on beds created?

13 MS. KAOUNIS: Objection. Misstates testimony.  
14 Lacks foundation. Calls for a legal conclusion.

15 THE COURT: Overruled. You may answer, please.

16 THE WITNESS: I can restate my role, but, no, that  
17 is not my responsibility.

18 BY MR. UMHOFFER:

19 Q Where does the data come from concerning Inside Safe  
20 and its creation of beds and its services provided to  
21 people? Where do you get that data from?

22 MS. KAOUNIS: Objection. Vague. Calls for a  
23 legal conclusion. Lacks foundation.

24 THE COURT: Overruled. You may answer the  
25 question.

III-214

1 THE WITNESS: Sure. Inside Safe is a citywide  
2 encampment resolution program. I mentioned earlier we have  
3 a field intervention team that goes out and conducts  
4 assessments of encampments across the City that each of the  
5 Council offices submit.

6 Once that site is assessed, the beds nearest that  
7 encampment are identified, and the folks that are in that  
8 encampment actually agree to coming inside and encampment is  
9 resolved. And the person is moved from the encampment --  
10 after consenting to give away their belongings, they are  
11 moved to the interim housing site. For Inside Safe, it's a  
12 hotel or motel.

13 Once they reach that hotel or motel, the LAHSA  
14 contracted service providers conduct an intake. At that  
15 point, they are collecting information about the participant  
16 and inputting it sometimes into their own data platforms,  
17 but ultimately, that information is transferred into the  
18 Homeless Management Information System.

19 So, to answer your question, the data that we  
20 receive around Inside Safe is -- it comes from LAHSA, and we  
21 provide a monthly report called the Homeless Emergency  
22 Account Report that goes to the Council Offices for them to  
23 approve funding that's transferred for the program.

24 BY MR. UMHOFFER:

25 Q Are you -- do you know who Emily Vaughn Henry is?

III-215

1 MS. KAOUNIS: Objection. Calls for -- well, lacks  
2 foundation.

3 THE COURT: Overruled.

4 MS. KAOUNIS: And relevance.

5 THE COURT: Overruled.

6 THE WITNESS: I believe I met Emily Vaughn Henry  
7 as a consultant virtually in a group meeting.

8 BY MR. UMHOFFER:

9 Q Do you understand that she previously held the role of  
10 Chief Information Officer at LAHSA?

11 A I believe that was --

12 MS. KAOUNIS: Same objections.

13 THE COURT: Overruled.

14 THE WITNESS: I believe that was her title.

15 BY MR. UMHOFFER:

16 Q And do you understand that she no longer has that  
17 title?

18 MS. KAOUNIS: Same objection.

19 THE COURT: Overruled.

20 THE WITNESS: I understand that.

21 BY MR. UMHOFFER:

22 Q Do you -- are you aware that there was a time at which  
23 Emily Vaughn Henry was in charge of collecting and verifying  
24 data concerning Inside Safe?

25 MS. KAOUNIS: Relevance. Vague.

III-216

1 THE COURT: Overruled.

2 THE WITNESS: I -- I was a consultant when Emily  
3 was in her role, and I work with the Inside Safe data as --  
4 as of Spring of 2024, and I work closely with LAHSA to make  
5 sure that those reports are generated for us so that we can  
6 send it to the Council for their review and approval.

7 BY MR. UMHOFFER:

8 Q Did you ever work with Emily Vaughn Henry concerning  
9 Inside Safe data, as a consultant or in your role as -- as  
10 Deputy Mayor?

11 MS. KAOUNIS: Lacks foundation. Asked and  
12 answered. Relevance.

13 THE COURT: Overruled.

14 THE WITNESS: I don't believe I did.

15 BY MR. UMHOFFER:

16 Q Do you know that there was a time during -- are you  
17 aware that there was a time during which she was the person  
18 at LAHSA who collected and verified Inside Safe data and  
19 reported that outward?

20 MS. KAOUNIS: Lacks foundation. Relevance.

21 THE COURT: Overruled.

22 MS. KAOUNIS: Vague.

23 THE COURT: Overruled.

24 THE WITNESS: Again, I was a consultant when she  
25 was in her role. I worked closely with -- my team actually

III-217

1 works closely with the data team over at LAHSA now. So, I  
2 can't speak to what she did.

3 BY MR. UMHOFFER:

4 Q Are you aware that the verification and collection of  
5 Inside Safe data responsibility was taken away from Ms.  
6 Henry and given to a person named Bevin Cune (phonetic)?

7 MS. KAOUNIS: Lacks foundation. Relevance.  
8 Hearsay.

9 THE COURT: Overruled.

10 THE WITNESS: I don't know the details of how the  
11 work was transferred, but I do know Bevin Cune.

12 BY MR. UMHOFFER:

13 Q And Bevin Cune is involved in reporting Inside Safe  
14 data from LAHSA outward, correct?

15 MS. KAOUNIS: Vague. Relevance. Lacks  
16 foundation.

17 THE COURT: Overruled.

18 THE WITNESS: Again, my team works closely with  
19 LAHSA's data team. Bevin oversees -- Bevin Cune oversees  
20 that team, but I can't speak to the details of what that  
21 looks like.

22 BY MR. UMHOFFER:

23 Q So, Bevin oversees the team, the data team at LAHSA  
24 that handles the Inside Safe data, correct?

25 MS. KAOUNIS: Objection. Lacks foundation.

III-218

1 Vague.

2 THE COURT: Overruled.

3 THE WITNESS: I can't speak to the details --

4 MS. KAOUNIS: Relevance.

5 THE WITNESS: -- of Bevin's job description, but I  
6 -- she oversees all of LAHSA's data, not just Inside Safe  
7 but all of it.

8 BY MR. UMHOFFER:

9 Q And do you communicate with Bevin in your role today  
10 around Inside Safe data?

11 MS. KAOUNIS: Vague. Relevance.

12 THE COURT: Overruled.

13 THE WITNESS: Not regularly. If there is an issue  
14 with my data team's work with Bevin's team, we will speak on  
15 occasion.

16 BY MR. UMHOFFER:

17 Q Is it important that the Inside Safe data be accurate?

18 MS. KAOUNIS: Objection. Vague. Relevance.

19 THE COURT: Overruled.

20 THE WITNESS: It is important that all City  
21 interim housing data or homeless service data is accurate.  
22 But I described for you for Inside Safe how the data is  
23 collected. As a researcher, I'll tell you that your data is  
24 only as good as it -- as it's collected. And, so, our  
25 homeless service providers collect that information and are

III-219

1 responsible for putting that into HMIS. More than that, I'm  
2 not sure how to answer your question.

3 BY MR. UMHOFFER:

4 Q If you had concerns that Inside Safe data was  
5 inaccurate or incomplete, what would you do?

6 MS. KAOUNIS: Objection. Vague. Calls for  
7 speculation. Relevance.

8 THE COURT: You can answer that question.  
9 Overruled.

10 THE WITNESS: Part of the work of Inside Safe is  
11 constantly improving the program. When the program started  
12 versus where it is today is -- is -- is different. It's --  
13 the data quality is improved. The way we conduct our  
14 operations, the way we engage with LAHSA, our service  
15 providers, the County, all of that has improved over time,  
16 and I work with my team and with the CAO's Office to  
17 generate the most accurate report as possible to be  
18 presented to the Council so that they can approve the  
19 information that's there and the funding that gets  
20 transferred to be able to do the work.

21 BY MR. UMHOFFER:

22 Q If you learned that that data that you're going to  
23 report to the council concerning Inside Safe was incomplete  
24 or inaccurate, what would you do?

25 MS. KAOUNIS: Lacks foundation. Calls for

III-220

1 speculation. Relevance.

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

4 THE WITNESS: Can you define for me what you mean  
5 by data being inaccurate?

6 BY MR. UMHOFFER:

7 Q Let's say the data was being kept on a laptop rather  
8 than being taken from the HMIS system.

9 MS. KAOUNIS: Okay. Relevance. Lacks foundation.  
10 Calls for speculation. And incomplete hypothetical.

11 BY MR. UMHOFFER:

12 Q If the data -- if the data wasn't coming from the place  
13 you thought -- I think you just said that it came from HMIS.  
14 If the Inside Safe data wasn't coming from HMIS but was  
15 coming from a laptop maintained by a particular individual,  
16 would that be a situation that would concern you about the  
17 accuracy of the data that you thought was coming from HMIS?

18 MS. KAOUNIS: Objection. Vague. Lacks  
19 foundation. Relevance. Calls for a legal conclusion.  
20 Incomplete hypothetical.

21 THE COURT: Overruled. You can answer that  
22 question, please.

23 THE WITNESS: I don't even know how to answer that  
24 hypothetical. What I do know is that the data that LAHSA  
25 sends to us is HMIS data, and we rely on that data to be

III-221

1 able to -- to share the information with the Council.

2 BY MR. UMHOFFER:

3 Q But if you learned that that data wasn't coming from  
4 HMIS, what would you do?

5 MS. KAOUNIS: Okay. Asked and answered.  
6 Relevance. Lacks foundation. Calls for speculation. Vague  
7 and incomplete hypothetical.

8 THE COURT: Overruled. You can answer that  
9 question, please.

10 THE WITNESS: I don't know how to answer that  
11 question. I -- I rely on our joint powers authority to  
12 provide us the information. We work with the service  
13 provider. We work with LAHSA to ensure that every single  
14 operation intakes are done completely for each of our  
15 participants. We work with them on making sure that  
16 document readiness is -- is documented accurately. We work  
17 with them to document incidents and so much more. And, so,  
18 it's just really hard for me in this moment, year three of  
19 the program, to -- to even entertain this hypothetical.

20 BY MR. UMHOFFER:

21 Q Would you report to the City Council Inside Safe data  
22 that you knew did not come from HMIS?

23 MS. KAOUNIS: Objection. Lacks foundation. Calls  
24 for speculation. Incomplete hypothetical. Vague.

25 THE COURT: Overruled. You can answer that

III-222

1 question.

2 THE WITNESS: To my knowledge, we use a number of  
3 data sources for those HEA reports, the Homeless Emergency  
4 Account reports. LAHSA's HMIS data, if we have -- if there  
5 is an issue pertaining to HACLA or the Housing Authority  
6 City of Los Angeles or the Los Angeles Housing Department,  
7 we include that data.

8 BY MR. UMHOFFER:

9 Q If you had concerns about the accuracy of Inside Safe  
10 data, would you report it to City Council?

11 MS. KAOUNIS: Objection. Asked and answered.

12 THE COURT: Overruled.

13 MS. KAOUNIS: Relevance. Lacks foundation.  
14 Incomplete hypothetical.

15 THE COURT: Overruled.

16 THE WITNESS: I'm a physician. I can't lie about  
17 numbers. I took a Hippocratic oath to protect every single  
18 person that comes my way. Each unhoused individual in Los  
19 Angeles I view as my patient. And, so, I -- again, I do not  
20 know how to answer this hypothetical because it's not in my  
21 fabric.

22 BY MR. UMHOFFER:

23 Q But I'm right that you can't lie about data, right?

24 MS. KAOUNIS: Objection. Vague. Lacks  
25 foundation. Incomplete hypothetical.

III-223

1 THE COURT: Well, overruled. Would you answer  
2 that question. The general question you can't lie about  
3 data, you can answer that question.

4 THE WITNESS: No. I can't lie about data.

5 BY MR. UMHOFFER:

6 Q Now, are you aware that Emily Vaughn Henry raised  
7 concerns about the quality and the source of truth for  
8 Inside Safe data and then was fired?

9 MS. KAOUNIS: Vague. Calls for speculation.  
10 Lacks foundation. Relevance.

11 THE COURT: The question is are you aware. You  
12 can answer that question.

13 THE WITNESS: I am not aware of the reasons why  
14 Emily Vaughn Henry was fired.

15 BY MR. UMHOFFER:

16 Q Are you aware that she raised concerns about the  
17 quality and source of truth for Inside Safe data?

18 MS. KAOUNIS: Same objection. Vague. Lacks  
19 foundation. Calls for speculation. Relevance. Assumes  
20 facts.

21 THE COURT: You can answer it one more time.

22 THE WITNESS: I'm thinking back to LAHSA  
23 Commissions that our office staffs. I may have seen letters  
24 written by her attorneys claiming that, but I don't know if  
25 that's based in fact.

III-224

1 BY MR. UMHOFFER:

2 Q Did you investigate those allegations that were set  
3 forth in the letters by her attorney?

4 MS. KAOUNIS: Objection. Lacks foundation.  
5 Completely irrelevant.

6 THE COURT: Overruled. You can answer the  
7 question.

8 THE WITNESS: Again, I was not around when Emily  
9 Vaughn Henry was working at LAHSA, nor was it in my purview  
10 to look at these reports. In January 2025, when I began to  
11 oversee all of it and overseeing Inside Safe since the  
12 Spring of 2024, I don't know why I would investigate that  
13 because we were constantly quality improving the data that  
14 we were receiving from LAHSA.

15 BY MR. UMHOFFER:

16 Q Is one of the reasons why you should investigate that  
17 the data might be questionable in light of Ms. Henry's  
18 letters that you would be aware of? Is that a good reason  
19 to investigate data? I mean, you handle data for Inside  
20 Safe, right?

21 MS. KAOUNIS: Vague. Assumes facts.  
22 Argumentative.

23 THE COURT: It's compound, Counsel. Reask the  
24 question.

25 //

III-225

1 BY MR. UMHOFFER:

2 Q You -- you were involved with reporting data for Inside  
3 Safe, correct?

4 MS. KAOUNIS: Objection. Vague. Asked and  
5 answered.

6 THE COURT: Overruled.

7 THE WITNESS: I am responsible for sharing the  
8 data that LAHSA gives us in a report that summarizes the  
9 details, and I do this -- I work on this report in  
10 conjunction with the City -- the City's Administrative  
11 Office.

12 BY MR. UMHOFFER:

13 Q And at some point, you became aware that Emily Vaughn  
14 Henry, the CIO of LAHSA, raised concerns about the quality  
15 of Inside Safe data, correct?

16 MS. KAOUNIS: Objection. Vague. Asked and  
17 answered. Lacks foundation. Relevance.

18 THE COURT: Overruled. You can answer the  
19 question, please.

20 THE WITNESS: I believe I answered the question.

21 BY MR. UMHOFFER:

22 Q So, you read those letters. And after you read those  
23 letters, what did you do to make sure the Inside Safe data  
24 that you were involved with is accurate?

25 MS. KAOUNIS: Objection. Lacks foundation.

III-226

1 Misstates prior testimony. She said letter. Assumes facts.  
2 Relevance.

3 THE COURT: Overruled. You can answer the  
4 question, please.

5 THE WITNESS: I work with the data team and with  
6 LAHSA on a weekly/daily basis to improve the quality of --  
7 of the data for our Inside Safe Program. It had nothing to  
8 do with the letter.

9 BY MR. UMHOFFER:

10 Q Are you saying that the quality of a letter that  
11 questions the quality of Inside Safe data has nothing to do  
12 with the quality of Inside Safe data?

13 MS. KAOUNIS: Objection. Vague. I think that was  
14 unintelligible. I'm not sure --

15 THE COURT: I'm going to sustain -- I'm going to  
16 sustain it, Counsel.

17 BY MR. UMHOFFER:

18 Q Who set's City policy on homelessness?

19 MS. KAOUNIS: Objection. Vague as to time. Asked  
20 and answered.

21 THE COURT: I'm assuming the present time. You  
22 can answer that question.

23 THE WITNESS: City policy around homelessness is  
24 made by a number of folks, the Mayor's Office, the City  
25 Council.

III-227

1 THE COURT: Just a moment. The Mayor's Office and  
2 who?

3 THE WITNESS: All of the Council offices.

4 THE COURT: All Council offices.

5 THE WITNESS: All 15.

6 BY MR. UMHOFFER:

7 Q And not you, correct?

8 MS. KAOUNIS: Objection. Misstates prior  
9 testimony.

10 THE COURT: Overruled.

11 BY MR. UMHOFFER:

12 Q Do you set City policy on homelessness?

13 A I think I've made very clear what my role has been is  
14 to implement the Mayor's priorities and initiatives. Policy  
15 is made -- all policy in the City of Los Angeles is made in  
16 conjunction with the executive branch, the Mayor of the  
17 City, and the legislative branch, the 15 Council offices.

18 Q And you don't speak for the City Council as a whole on  
19 homelessness, correct?

20 A I do not.

21 Q And you don't speak for the Mayor on homelessness,  
22 correct?

23 MS. KAOUNIS: Objection. Vague.

24 THE COURT: Overruled.

25 THE WITNESS: As I stated, I -- my responsibility

III-228

1 is to implement the priorities and initiatives of the Mayor.  
2 I -- I'm currently speaking on behalf of myself in the role  
3 that I serve as Deputy Mayor of Homelessness and Community  
4 Health.

5 BY MR. UMHOFFER:

6 Q Now, homelessness is an important policy for the Mayor,  
7 is that safe to say?

8 MS. KAOUNIS: Objection. Vague.

9 BY MR. UMHOFFER:

10 Q It's an important issue for the Mayor, correct?

11 THE COURT: Overruled. You can answer that  
12 question.

13 THE WITNESS: It absolutely is an important issue  
14 not only for the Mayor, but it should be an important issue  
15 for everybody in this room.

16 MR. UMHOFFER: No objection to that.

17 BY MR. UMHOFFER:

18 Q Is -- you're not involved in setting the budgets for  
19 homelessness, are you?

20 MS. KAOUNIS: Objection. Vague.

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

23 THE WITNESS: The budgetary process in the City  
24 is, again, like policy, both the -- the Mayor's function as  
25 well as all 15 Council offices.

III-229

1 BY MR. UMHOFFER:

2 Q And you don't speak for Traci Park on homelessness, do  
3 you?

4 A I do not.

5 MS. KAOUNIS: Objection. Vague. I'm sorry.

6 THE COURT: Overruled.

7 BY MR. UMHOFFER:

8 Q And you don't speak for Monica Rodriguez on  
9 homelessness either, do you?

10 MS. KAOUNIS: Same objection.

11 THE COURT: Overruled.

12 THE WITNESS: I do not.

13 BY MR. UMHOFFER:

14 Q Are you in closed sessions of the City Council? I'm  
15 not asking what's said. I'm asking whether you are in  
16 closed sessions of the City Council when decisions are made  
17 and discussions are had on homelessness-related legislation?

18 MS. KAOUNIS: Okay. I understand. I'm still  
19 going to assert deliberative process privilege.

20 THE COURT: I'm sorry, Counsel?

21 MS. KAOUNIS: He -- counsel asked if the  
22 witness --

23 THE COURT: Inside when --

24 MS. KAOUNIS: Deliberative process privilege.

25 Just want to confirm that she's not going to disclose --

III-230

1 THE COURT: You can answer if you're present but  
2 not to any conversation, please.

3 MS. KAOUNIS: And attorney-client privileged.

4 BY MR. UMHOFFER:

5 Q So, are you in closed session when council goes into  
6 closed session to discuss homelessness-related issues and  
7 legislation?

8 THE WITNESS: Again, my role has evolved a lot  
9 over the last year and a half. I don't believe I've  
10 attended any closed sessions. But if there's a specific  
11 closed session that you're referencing, I'm happy to try to  
12 jog my memory.

13 BY MR. UMHOFFER:

14 Q Is this your first time appearing in this courtroom or  
15 in any courtroom related to -- where proceedings have been  
16 held in this case?

17 MS. KAOUNIS: Object. Vague.

18 THE COURT: Overruled. You can answer that  
19 question.

20 THE WITNESS: I have been an attendant in this  
21 courtroom. But, again, my role evolved. The organization  
22 of our -- of our team has changed since I think the last  
23 time that I was in this courtroom.

24 BY MR. UMHOFFER:

25 Q Have you given the Mayor any advice -- not asking for

III-231

1 the content of that advice. Have you given the Mayor any  
2 advice about this case?

3 MS. KAOUNIS: I'm going to still assert the  
4 deliberative process.

5 THE COURT: I don't see why that question goes if  
6 it's answered -- because your next question will obviously  
7 be what's what advice.

8 MR. UMHOFFER: No. No. Not going to ask that  
9 question.

10 THE COURT: Then it's going to get sustained very  
11 quickly. So --

12 MS. KAOUNIS: Then, yeah, then it's not relevant.

13 THE COURT: Counsel, your offer of proof?

14 BY MR. UMHOFFER:

15 Q Have you -- were you here in January 2023 when the  
16 Mayor made her first appearance in court in this case?

17 MS. KAOUNIS: Objection. Lacks foundation.

18 THE COURT: Overruled. That refers to you being  
19 in court in January.

20 THE WITNESS: January what date?

21 BY MR. UMHOFFER:

22 Q 2023.

23 A Do you know the exact date? Because I started as  
24 Deputy Mayor for Homelessness and Community Health on  
25 January 31st, 2024.

III-232

1 Q 2024, though, correct?

2 A Yes.

3 Q Okay. So, I'm asking about 2023. Would you have been  
4 in court on January 2023, the Mayor's first appearance in  
5 this case?

6 A Again, I was not in my role. And, no, I was not.

7 Q Have you been involved in every discussion the Mayor  
8 has had concerning the LA Alliance agreement, to your  
9 knowledge?

10 MS. KAOUNIS: Vague. Lacks foundation. Calls for  
11 speculation.

12 THE COURT: Is the question --

13 MS. KAOUNIS: Relevance.

14 THE COURT: -- in every -- in every?

15 MR. UMHOFFER: Every.

16 THE COURT: Every?

17 MR. UMHOFFER: Every.

18 THE COURT: I'll sustain the objection.

19 BY MR. UMHOFFER:

20 Q Have you been involved in discussions with the Mayor  
21 concerning the LA Alliance case?

22 MS. KAOUNIS: Objection. Lacks foundation.  
23 Vague.

24 THE COURT: Overruled. You can answer that  
25 question.

III-233

1 THE WITNESS: I'm --

2 THE COURT: Without -- be careful. No  
3 conversation between you and the Mayor.

4 THE WITNESS: Yeah.

5 MS. KAOUNIS: Yeah, and I'm going to assert  
6 deliberative process and privilege as well.

7 THE COURT: Overruled. You can answer the  
8 question.

9 MS. KAOUNIS: Attorney-client privilege.

10 THE WITNESS: I'm going to -- I have many  
11 conversations with the Mayor, and I can't say with  
12 certainty.

13 BY MR. UMHOFFER:

14 Q Do you believe that the Mayor has knowledge concerning  
15 the LA Alliance Agreement that you do not have?

16 MS. KAOUNIS: Objection.

17 THE COURT: Sustained.

18 MS. KAOUNIS: Calls for speculation -- oh.

19 THE COURT: Sustained.

20 BY MR. UMHOFFER:

21 Q Who did you discuss your testimony -- who did you talk  
22 with about your testimony in this court before coming today?

23 MS. KAOUNIS: Yeah, objection. Assumes facts --

24 THE COURT: Now, for both sides, honestly, I don't  
25 care who's talked to whom. It's not going to make any

III-234

1 difference in my eventual decision. So, each party can talk  
2 to anybody you want to or nobody. And on the other side,  
3 with A and M, et cetera, any party can talk to any party if  
4 they want to.

5 MS. KAOUNIS: And attorney-client privilege.

6 THE COURT: It's irrelevant.

7 BY MR. UMHOFFER:

8 Q Do you know who Ms. Kellum is?

9 MS. KAOUNIS: Objection. Vague.

10 THE COURT: Overruled. You can answer the  
11 question.

12 THE WITNESS: Are you referring to Doctor Adams  
13 Kellum?

14 BY MR. UMHOFFER:

15 Q Va Lecia Adams Kellum, yes.

16 A Yes, I know who she is.

17 Q And -- and do you -- did you do any -- did you work  
18 with her in your consultant role or in your role as Deputy  
19 Mayor?

20 A I -- what do you mean by consult? I work with LAHSA  
21 all of the time, and she's the CEO of the organization.

22 Q So, what I'm asking --

23 A Or the Executive Director.

24 Q -- is in your role as a consultant and then in your  
25 role as Deputy Mayor, did you communicate with Doctor Adams

III-235

1 Kellum?

2 MS. KAOUNIS: Objection. Compound. Vague.

3 THE COURT: Overruled. You may answer that  
4 question.

5 THE WITNESS: I believe I have spoken to her  
6 throughout the time that I've served in my capacity.

7 BY MR. UMHOFFER:

8 Q Did you ever have conversations with her where she  
9 expressed a view that LAHSA should attempt to produce data  
10 that made the Mayor look good on homelessness?

11 MS. KAOUNIS: Objection. Hearsay. Lacks  
12 foundation. Assumes facts. Relevance.

13 THE COURT: No. Overruled. You can answer that  
14 question.

15 THE WITNESS: No.

16 BY MR. UMHOFFER:

17 Q Have you ever heard her make any statement, Ms. --  
18 Doctor Adams Kellum make any statements to that effect, that  
19 it was her, that she wanted to make the Mayor look good on  
20 homelessness?

21 MS. KAOUNIS: Objection. Relevance. Assumes  
22 facts. Lacks foundation. Hearsay.

23 THE WITNESS: No, I don't believe I've ever heard  
24 her say that.

25 //

III-236

1 BY MR. UMHOFFER:

2 Q Do you remember seeing in that attorney letter from Ms.  
3 Henry that Ms. Henry was told that she needed to make the  
4 data look good for the Mayor?

5 MS. KAOUNIS: Objection. Hearsay. Relevance.  
6 Lacks foundation. Assumes facts.

7 THE COURT: It's also -- it's also a statement,  
8 Counsel. You can ask a question, but that's a statement as  
9 if it's true.

10 BY MR. UMHOFFER:

11 Q Are you aware that one of the allegations Ms. Henry put  
12 in her letter was that she was told by Ms. Adams Kellum to  
13 make the data -- by Doctor Adams Kellum to make the data  
14 look good for the Mayor?

15 MS. KAOUNIS: Objection. Lacks foundation.  
16 Relevance. Hearsay.

17 THE COURT: As to foundation I'm not certain, you  
18 know, what you read, if anything that letter.

19 THE WITNESS: I don't remember all of the details  
20 of the letter. I can't even tell you who wrote it. I  
21 remember there was a letter.

22 BY MR. UMHOFFER:

23 Q Have you been involved in any conversations outside of  
24 the -- your communications with the Mayor or City Council  
25 Members where there was a discussion about making sure the

III-237

1 data made the Mayor look good on homelessness?

2 MS. KAOUNIS: Objection. Relevance. Lacks  
3 foundation. Deliberative process. Attorney-client  
4 privilege. Assumes facts.

5 THE COURT: Well, I'm going to make certain that  
6 that doesn't involve a Council Member, the Mayor. I think  
7 -- I'll let counsel ask it concerning any other person or  
8 persons.

9 THE WITNESS: I don't believe so. Look, the Mayor  
10 brought me on board to make sure that every individual gets  
11 the services that they need and that we demonstrate the  
12 constant improvement and the excellence that each of these  
13 people deserve because we are building trust with them in  
14 the street. So, I -- this line of question is really  
15 difficult to answer, personally really difficult to answer.  
16 BY MR. UMHOFFER:

17 Q I'm certain it is, and I apologize for that, but I'm  
18 going to ask you one more time. Did you do anything -- once  
19 you learned that Doctor -- that Ms. Henry had raised  
20 concerns about the quality of the data on Inside Safety, did  
21 you do anything to make sure that you looked into those  
22 allegations?

23 MS. KAOUNIS: Objection. Vague. Relevance Lacks  
24 foundation. Assumes facts. Hearsay.

25 THE COURT: Overruled. You can answer that

III-238

1 question.

2 THE WITNESS: Again, I have done -- I work day and  
3 night, my team works day and night to make sure that we are  
4 serving these -- every single unhoused individual the way  
5 they deserve. I know this because of my own lived  
6 experience, because of the patients I've cared for for many  
7 years. We work tirelessly to make sure that the data is as  
8 accurate as possible so that we can figure out how to make  
9 it even better.

10 BY MR. UMHOFFER:

11 Q Did you work tirelessly to make sure that the Inside  
12 Safe data was coming from HMIS and not Ms. Cune's laptop?

13 MS. KAOUNIS: Objection. Assumes facts.  
14 Relevance. Lacks foundation. Hearsay.

15 THE COURT: Would you restate the question? I'm  
16 not sure I heard the entire question.

17 BY MR. UMHOFFER:

18 Q Did you work tirelessly to determine whether the Inside  
19 Safe data was coming from HMIS as opposed to Ms. Cune's  
20 laptop?

21 MS. KAOUNIS: Objection. Assumes facts.  
22 Relevance. Lacks foundation. Hearsay. Vague.

23 THE COURT: Overruled. You can answer that  
24 question.

25 THE WITNESS: I'm not really sure how I would know

III-239

1 what's in Ms. Cune's laptop. I don't go to her home to  
2 figure out what's on her laptop.

3 BY MR. UMHOFFER:

4 Q And you didn't ask her whether the data that she's  
5 reporting to you and the Mayor was coming from HMIS or her  
6 laptop?

7 MS. KAOUNIS: Objection. Vague. Assumes facts.  
8 Relevance. Lacks foundation. Hearsay.

9 THE COURT: Overruled. You can answer the  
10 question.

11 THE WITNESS: I'm not even sure if I would know to  
12 ask her that. I -- I assume that LAHSA is providing me the  
13 information that our service providers are inputting into  
14 HMIS. And we are using that data to report what we're doing  
15 on a day to day. I can tell you how many people were  
16 brought indoors today because my -- my intervention -- my  
17 field intervention team told me so. And then that -- that  
18 number is verified with what's put into HMIS every single  
19 time.

20 BY MR. UMHOFFER:

21 Q So, you assumed -- I think I just heard you say you  
22 assume that the data is coming from HMIS, right?

23 MS. KAOUNIS: Objection. Misstates prior  
24 testimony.

25 THE COURT: Overruled. You can answer the

III-240

1 question.

2 THE WITNESS: I don't know what another synonym is  
3 for assumed, but we rely on LAHSA to provide us the HMIS  
4 data, and we use that to report to our Council Offices on a  
5 monthly basis.

6 MR. UMHOFFER: May I have a moment, your Honor?

7 THE COURT: Certainly.

8 (Pause.)

9 MR. UMHOFFER: No more questions at this time, your  
10 Honor.

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

13 MS. MYERS: Yes, your Honor. Would it be possible  
14 to take just a quick break?

15 THE COURT: Oh, absolutely. Fifteen minutes, is  
16 that okay, folks?

17 ALL: Yes, your Honor.

18 THE COURT: I'll see you in 15 minutes. Thank you  
19 very much.

20 (Proceedings recessed briefly.)

21 THE COURT: All right. Then we're back on the  
22 record.

23 Ms. Myers, your cross examination, please.

24 MS. MYERS: Yes, your Honor. Thank you very much.

25 THE COURT: And would you state your name once

III-241

1 again, just because we're on Courtsmart.

2 MS. MYERS: Just one second, your Honor.

3 (Pause.)

4 MS. MYERS: Shayla Myers from the Legal Aid  
5 Foundation of Los Angeles on behalf of the Intervenors in  
6 this case.

7 ETSEMAYE AGONAFER - PLAINTIFFS' WITNESS - PREVIOUSLY SWORN  
8 CROSS EXAMINATION

9 BY MS. MYERS:

10 Q Doctor Agonafer, thank you so much for being here. And  
11 you testified previously that you are responsible for the  
12 Inside Safe Program for the City of Los Angeles, correct?

13 A I am responsible for the operations, the day-to-day  
14 operations of the Inside Safe Program.

15 Q Okay. In your own words, how would you describe what  
16 the Inside Safe Encampment Resolution Program is?

17 MS. KAOUNIS: Objection. Vague.

18 THE COURT: Overruled.

19 THE WITNESS: Inside Safe is a citywide encampment  
20 resolution program that's both person centered and community  
21 centered. It's built on the foundation of establishing  
22 trust with both the person and the community at large to  
23 voluntarily bring them indoors to an interim housing site.  
24 Most of our portfolio is made up of hotel and motels that  
25 neighbors the encampment community.

III-242

1           Our team -- well, the field intervention team  
2 receives priority encampments from the Council Offices.  
3 They then assess each of those encampments, the people that  
4 live in them, the surrounding community, and identify beds  
5 that are nearest to that encampment. They work to maintain  
6 that social network of the encampment community so that they  
7 can be brought indoors together voluntarily. And then once  
8 they come into the interim housing site, our LAHSA  
9 contracted service providers then conduct -- or manage the  
10 operational services, which include 24/7 residential  
11 monitoring, three meals a day, and weekly case management  
12 that's really focused on housing navigation and connecting  
13 the individual with resources that they need. But it's  
14 solely dependent on the participant's willingness to share  
15 what their needs are and their readiness to move through the  
16 continuum.

17 BY MS. MYERS:

18 Q       So, the Inside -- oh, go ahead.

19 A       There's one -- one more part that I forgot to mention.

20 Q       Go ahead.

21 A       Each of the encampment sites that our team resolves  
22 we'll monitor on a weekly basis for repopulation. And when  
23 there are beds available, we offer that housing resource to  
24 anybody who repopulates the area or didn't come in the first  
25 time around. And, to date, we've done -- I think today was

III-243

1 the 102nd operation, and we've brought in over 4300 people  
2 and housed more than a thousand people into permanent  
3 housing.

4 Q You answered many of my next questions.

5 A Okay.

6 Q But I'm going to break down some of what you just  
7 answered.

8 A Sure.

9 Q So, is it fair to say that the Inside Safe Program  
10 focuses on specific encampments in the City of Los Angeles?

11 MS. KAOUNIS: Objection. Vague.

12 THE COURT: Overruled.

13 THE WITNESS: Inside Safe focuses on the  
14 encampment priorities that are submitted by each of the  
15 Council Offices, and the Council Offices sort of decide  
16 which their priorities are, submits it to the team after our  
17 assessment, and our assessment includes a number of things,  
18 trying to figure out the number of people in the encampment,  
19 the -- the willingness to come indoors, the severity in  
20 terms of how many tents there are, and the impact on the  
21 surrounding community.

22 Resolving the encampment is dependent on making  
23 sure we have the beds available that's nearest to the  
24 community. Oftentimes, folks that live on the west side are  
25 not interested in moving to the east side or to South LA.

III-244

1 And, so, we are mindful of maintaining that social network  
2 in the community that they are aware of.

3 BY MS. MYERS:

4 Q And when you say "We make the decision about which  
5 encampments" after you receive the priorities from the  
6 Council Offices, who actually makes the decisions about  
7 which encampments to target with Inside Safe?

8 MS. KAOUNIS: Objection. Vague. Deliberative  
9 process.

10 THE COURT: Overruled. You can answer the  
11 question, please.

12 THE WITNESS: Like I said, it is a submission by  
13 the Council Office, and based on the beds that are available  
14 in the portfolio, it's a -- it's a collaboration really  
15 between our office, the Council Office. And then, I mean, I  
16 didn't even speak to all the departments that are involved  
17 in a day of an operation. But it's a -- it's a  
18 collaborative effort with all folks involved to determine,  
19 you know, which -- which one we can resolve.

20 BY MS. MYERS:

21 Q Certainly, and it sounds like there are a lot of  
22 departments that are involved on the day of. But after a  
23 list of encampments are submitted by the Council Offices,  
24 are there more encampments submitted by Council Offices than  
25 Inside Safe operations that can be conducted at any given

III-245

1 time?

2 MS. KAOUNIS: Vague. Lacks foundation.

3 Relevance.

4 THE COURT: Overruled. You can answer the  
5 question.

6 THE WITNESS: I don't remember the total number  
7 off the top of my head. To date, I believe about 180  
8 encampments have been submitted as priorities to the Mayor's  
9 office, and we have assessed approximately 150 or so and,  
10 like I said, resolved 102. But I'm not sure if you're  
11 referring to other types of efforts across the City because  
12 I know that Council Offices submit encampments to the CAO's  
13 Office for Care, Care Pluses and RV operations.

14 BY MS. MYERS:

15 Q So, I'm going to ask you just about Inside Safe for  
16 this.

17 A Okay.

18 Q So, 180 priorities have been submitted by Council  
19 Offices, and you've assessed approximately 150, is that  
20 correct?

21 A I believe that number is a good estimate.

22 Q Okay. And who made the decision to assess those  
23 approximately 150 as opposed to the other 30 that have not  
24 yet been assessed?

25 MS. KAOUNIS: Objection. Lacks foundation.

III-246

1 Relevance.

2 THE COURT: Overruled. You may -- you can answer  
3 that question.

4 THE WITNESS: Sure. The team as a -- the field  
5 intervention team is made up of 18 individuals with lived  
6 experience. They are responsible for assessing all of these  
7 sites, building trust, monitoring each of these sites for  
8 repopulation, and they conduct one to two operations per  
9 week and monitor all 100 sites on a weekly basis and do  
10 repopulation efforts every other week.

11 So, the -- the real reason why we haven't hit all  
12 of the assessments is just a matter of time and effort that  
13 it requires.

14 BY MS. MYERS:

15 Q And who oversees the field intervention team?

16 MS. KAOUNIS: Objection. Lacks foundation.  
17 Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: I am the Deputy Mayor for  
20 Homelessness and Community Health. We have a Senior  
21 Director of the Inside Safe Program who oversees the Inside  
22 Safe field intervention team managers and specialists.

23 Q And who is that?

24 MS. KAOUNIS: Objection. Vague.

25 THE COURT: Overruled.

III-247

1 THE WITNESS: You are just asking for the name of  
2 the individual?

3 BY MS. MYERS:

4 Q Yes.

5 A Okay. Anita Wells -- or her last name has changed.  
6 Anita Kagotti (phonetic).

7 Q And, so, is she responsible for making the decision  
8 about where the field intervention teams go to do the  
9 assessments?

10 MS. KAOUNIS: Objection. Lacks foundation.  
11 Vague. Relevance.

12 THE COURT: Overruled.

13 THE WITNESS: As the priorities are submitted, the  
14 team attempts to go to every single one of them. We just  
15 haven't gotten to the full number. But it's under Anita --  
16 Anita Kagotti's direction. And I'm --

17 BY MS. MYERS:

18 Q So, the --

19 A -- aware of it as well.

20 Q Apologies. So, is it first come first serve, first in  
21 the door encampment identified, you're working your way  
22 through the list, and so the last 30 that haven't been  
23 identified -- or that haven't been assessed are the last 30  
24 that were identified by Council Offices?

25 MS. KAOUNIS: Objection. Vague. Assumes facts.

III-248

1 Relevance.

2 THE COURT: Overruled.

3 THE WITNESS: Do you mean first come, first serve  
4 for the assessments or for the actual resolution?

5 BY MS. MYERS:

6 Q For the assessments.

7 A For the assessment, yes, it's first come, first serve.  
8 But, again, it really is dependent on how busy the week is.  
9 For instance, this month I believe they conducted seven or  
10 eight operations, some pretty large ones. And, so,  
11 depending on the sale of the work, the rate in which they  
12 complete those assessments varies.

13 Q So, when you say "operations", you're referring  
14 specifically to an Inside Safe encampment resolution  
15 operation?

16 A Correct.

17 Q Okay. And that's different than the field intervention  
18 team's assessment of the encampment, correct?

19 MS. KAOUNIS: Objection. Vague.

20 THE COURT: Overruled.

21 THE WITNESS: Correct. The assessment is  
22 typically two plus weeks of engaging with that encampment  
23 community. It's a dynamic community, usually different  
24 times of day you'll see different people. And, so, they're  
25 actively getting to know those individuals, creating a by

III-249

1 name list, working with the County to see -- and with LAHSA  
2 to see if they're already in the system, if services have  
3 been rendered. It is a whole process. I -- I don't want to  
4 mis-describe sort of the -- the assessment phase is really  
5 important to trust building.

6 BY MS. MYERS:

7 Q Do you have a sense of how long the assessment phase is  
8 and -- the between the time the assessment occurs and when  
9 an Inside Safe operation usually occurs?

10 MS. KAOUNIS: Objection. Vague. Assumes facts.  
11 Relevance.

12 THE COURT: Overruled.

13 THE WITNESS: It depends. It depends on the bed  
14 availability. It depends on the -- the individuals that  
15 live in the encampment and their willingness to come  
16 indoors. It depends on the severity of their circumstances.  
17 Not every person in an encampment is eligible for a hotel,  
18 motel situation. Some folks need a higher level of care,  
19 and that's why we engage with both LAHSA and the County to  
20 see if somebody, you know, was in a good -- or wasn't  
21 eligible for our type of bed and would be better suited  
22 somewhere else.

23 BY MS. MYERS:

24 Q You said you create a by name list. What is a by name  
25 list?

III-250

1 MS. KAOUNIS: Objection. Vague. Assumes facts.  
2 Relevance.

3 THE COURT: Overruled.

4 THE WITNESS: The by name list is a list of  
5 encampment residents, but it's called a by name list because  
6 not everybody goes by a traditional first and last name.  
7 They may have another name that they go by. We try to be  
8 mindful of what their wishes are and call them by what they  
9 wish to be called.

10 MS. KAOUNIS: Your Honor --

11 BY MS. MYERS:

12 Q By the --

13 MS. KAOUNIS: I'm sorry. Before the next  
14 question, could you remind the gallery to keep their  
15 commentary quiet.

16 THE COURT: If there are comments coming from the  
17 gallery, please silence.

18 MS. KAOUNIS: Thank you.

19 THE COURT: As a courtesy of the witnesses and the  
20 court.

21 BY MS. MYERS:

22 Q So, by name literally refers to the name that a person  
23 goes by?

24 A Correct.

25 Q Okay. And that by name list is a list of people who

III-251

1 are in the encampment that you're focusing on for purposes  
2 of that assessment, is that correct?

3 MS. KAOUNIS: Objection. Vague. Assumes facts.  
4 Relevance.

5 THE COURT: Overruled.

6 THE WITNESS: Can you repeat that? I just want to  
7 make sure I'm understanding what you're describing.

8 BY MS. MYERS:

9 Q Sure. You said there's a list, a by name list that you  
10 create when you -- when the field intervention teams go out  
11 and do the assessment. Is that a list of all of the  
12 individuals who are at the encampment?

13 MS. KAOUNIS: Same objection.

14 THE COURT: Overruled.

15 THE WITNESS: it is a list of the individuals that  
16 are at the encampment during the time of the assessment with  
17 a clear acknowledgment that that group of people may change  
18 on the day of an operation. Hence, why we work with LAHSA  
19 and the County in the event that someone new shows up.  
20 Oftentimes our team builds so much trust with these  
21 encampment communities that more people show up on the day  
22 of an operation. The by name list really serves as a way to  
23 estimate how many beds we actually need on the day of an  
24 operation to bring everybody indoors.

25 Q Going back to after an assessment is conducted, you

III-252

1 said that you've conducted 150 assessments of the roughly  
2 180 encampments that have been submitted by counsel offices,  
3 right?

4 A (No response.)

5 Q And out of that, when you say 180 encampments, is that  
6 180 total for the life of Inside Safe?

7 MS. KAOUNIS: Objection. Vague. Assumes facts.  
8 Relevance.

9 THE COURT: I'm sorry. Would you say that again?  
10 I missed the last portion.

11 MS. MYERS: Sure.

12 BY MS. MYERS:

13 Q I'm asking if the 180 priority encampments that have  
14 been listed by Council Office and submitted to the Mayor's  
15 Office, is that all of the encampments that have been  
16 submitted by the Council Offices through the lifetime of  
17 Inside Safe?

18 MS. KAOUNIS: Objection. Vague. Assumes facts.  
19 Relevance.

20 THE COURT: Overruled.

21 THE WITNESS: The Inside Safe Encampment  
22 Resolution Program has evolved over time since day one to  
23 present day. I was not around in the early days when they  
24 were running encampment resolutions. What I'm speaking to  
25 is the total number across the span of the program, and I

III-253

1 can't even tell you when we started to tabulate the number  
2 of priorities that were submitted because I -- I believe we  
3 started it when -- I can't even estimate when we did -- when  
4 we started tabulating all of the priorities that were  
5 submitted. But, to my knowledge, it's from the start of the  
6 program.

7 BY MS. MYERS:

8 Q Okay. And understanding that Inside Safe has evolved  
9 as a program, when you say there have been 102 Inside Safe  
10 Encampment Resolution Programs or operations, is that the  
11 lifetime of Inside Safe, so starting from the very first one  
12 that was conducted till now, 102?

13 MS. KAOUNIS: Objection. Vague. Assumes facts.  
14 Relevance.

15 THE COURT: Overruled.

16 THE WITNESS: Yes. On a monthly basis, we produce  
17 homeless emergency account reports that are verified by  
18 LAHSA. The last reports that we received was end of April,  
19 so, April 30th of 2025. That doesn't include the last seven  
20 or eight operations that were done in the month of May. So,  
21 my 102 is based off of the total from the beginning of the  
22 program.

23 BY MS. MYERS:

24 Q Okay. Do you know roughly how many encampment  
25 resolutions and operations have been done, Inside Safe

III-254

1 Encampment Resolution operations have been done through sort  
2 of this iteration of Inside Safe as you -- as you understand  
3 it for purposes of -- of keeping track?

4 A I would have --

5 MS. KAOUNIS: Objection. Vague. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: I would have to go back to reports  
8 to be able to give you those exact numbers. I just know  
9 that the general total for -- since the inception of the  
10 program.

11 BY MS. MYERS:

12 Q Okay. And, so, going back to how the specific  
13 locations are picked, you identified a number of factors  
14 that go into the decision making about whether an Inside  
15 Safe operation should occur.

16 A Um-hmm.

17 Q Who -- who determined what those factors were?

18 MS. KAOUNIS: Objection. Assumes facts.  
19 Relevance. Lack of foundation.

20 THE COURT: Overruled. You can answer the  
21 question, please.

22 THE WITNESS: That predates me, but, again, our  
23 team has fine tuned our process over the course of the last  
24 two and a half, three years, and the factors that I  
25 mentioned are the ones that we focus on in this moment.

III-255

1 BY MS. MYERS:

2 Q Okay.

3 A The severity of the encampment, the size of it, the bed  
4 availability. I'm sure there's other factors. But,  
5 primarily, I mean, most importantly it's whether or not the  
6 folks that are living in the encampment want to come indoors  
7 because it's a voluntary program.

8 Q And when you have -- when -- in answering the  
9 questions, you mentioned the team and you mentioned we a  
10 couple of times related to making the determination about  
11 which Inside Safe -- which encampments to focus on. When  
12 you say "we" and "the team", who are you referring to?

13 MS. KAOUNIS: Objection. Assumes facts.  
14 Misstates prior testimony. Relevance.

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

17 THE WITNESS: I think I mentioned earlier the  
18 Mayor's Office operates the day to day of the Inside Safe  
19 Encampment Resolution Program. And, so, when I refer to  
20 "we", I'm talking about my team and the Mayor's Office of  
21 Housing and Homeless Solutions.

22 BY MS. MYERS:

23 Q Okay. And who is on your team?

24 A I have a large team, and I don't have everybody's names  
25 but happy to provide an org chart if that's helpful.

III-256

1 Q I'm really just trying to hone in on the group of folks  
2 who make the decision about which Inside Safe operations to  
3 conduct.

4 MS. KAOUNIS: Objection. Vague. Assumes facts.  
5 Relevance.

6 THE COURT: Overruled. You can answer the  
7 question.

8 THE WITNESS: There are 18 field intervention team  
9 members that are managed by the senior director of Inside  
10 Safe who I oversee. We receive the Council's priorities.  
11 We work with each of the Council Offices, and based on the  
12 beds that are available, we conduct the encampment  
13 resolution. So, the prior -- which encampment is done first  
14 is really dependent on the beds that are available closest  
15 to the encampment, where the folks in that encampment are  
16 willing to come inside.

17 BY MS. MYERS:

18 Q And you also mentioned the size of the encampment and  
19 the severity of the encampment, correct?

20 A Yes, but --

21 MS. KAOUNIS: Objection. Vague.

22 THE WITNESS: -- if you -- yes, and you can only  
23 bring folks inside with beds that are available.

24 BY MS. MYERS:

25 Q Of course. And you can only bring folks inside who

III-257

1 want to come inside. So --

2 A Exactly.

3 Q -- understanding that these are the factors, you have  
4 -- you've connected 102 operations, 180 encampments have  
5 been submitted, and 150 were assessed. Just trying to get  
6 down to who made the decision to conduct those encampment  
7 resolution programs that were conducted.

8 MS. KAOUNIS: Objection. Asked and answered.  
9 Relevance. Assumes facts.

10 THE COURT: Overruled. You can answer the  
11 question.

12 THE WITNESS: It seems as if you're looking for  
13 one individual.

14 BY MS. MYERS:

15 Q No.

16 A Well, your question makes me feel like you're -- you  
17 want me to identify one individual. Inside Safe is a  
18 collaborative, a partnership with many entities, Mayor's  
19 Office, Council Office. The CAO helps us with the  
20 administration and the reporting of it, all of the  
21 departments that come out on the day of an operation, LA  
22 Sanitation, Parking, LAPD just for security, the service  
23 providers, LAHSA, County. And, so, it's hard for me to  
24 answer your question because the -- it is truly a  
25 partnership intended to, you know, wrap our arms around

III-258

1 folks and support them in their moments of need.

2 Q Understanding all that --

3 A Yeah.

4 Q -- there was a -- there was an Inside Safe operation  
5 today, correct?

6 A Correct.

7 Q Where was that?

8 A I believe it was in Council District 15.

9 Q Do you know the specific location of the Inside Safe  
10 operation?

11 A Off the top of my head, no, I do not.

12 Q Okay. But you know it was in Council District 15?

13 A I do.

14 Q Okay. So, based on that, is it -- is it fair then that  
15 Councilmember McOsker, as councilmember for Council District  
16 15 submitted the encampments to the Mayor's Office?

17 MS. KAOUNIS: Objection. Assumes facts.  
18 Relevance.

19 THE COURT: Overruled. You can answer the  
20 question.

21 THE WITNESS: I should maybe clarify. I don't  
22 think we've ever had a councilmember themselves submit their  
23 encampment priority. It was likely one of the  
24 councilmember's staff.

25 //

III-259

1 BY MS. MYERS:

2 Q That's a great question. Do you know who it was in  
3 Councilmember McOsker's office?

4 A I do not. I would have --

5 MS. KAOUNIS: Objection.

6 THE WITNESS: Oh.

7 MS. KAOUNIS: Objection. Relevance. Okay. Your  
8 Honor, there's an objection on relevance.

9 THE COURT: Oh, I'm sorry. I didn't hear it.  
10 Overruled.

11 THE WITNESS: I -- I do not. That is -- that is  
12 information that the team collects. I don't have that  
13 information.

14 BY MS. MYERS:

15 Q Okay. Who on your team would collect that information?

16 MS. KAOUNIS: Same objection.

17 THE COURT: Overruled.

18 THE WITNESS: The Senior Director of Inside Safe,  
19 along with her team of 18 folks.

20 BY MS. MYERS:

21 Q So -- so, someone from the Council Office could submit  
22 the encampment priority to a member of the field  
23 intervention team, is that correct?

24 MS. KAOUNIS: Objection. Misstates prior  
25 testimony. Assumes facts. Relevance.

III-260

1 THE COURT: I'm sorry. Would you restate the  
2 question?

3 BY MS. MYERS:

4 Q I'll just say, Doctor Agonafer, you identified 18 field  
5 intervention team members. I'm assuming when you just said  
6 18 team members, you were talking about field intervention  
7 team members, correct?

8 MS. KAOUNIS: Objection. Assumes facts.  
9 Relevance.

10 THE COURT: Overruled. You can answer the  
11 question.

12 THE WITNESS: I should clarify. So, the Council  
13 Offsides submit their priorities into a portal where it is  
14 put into a spreadsheet, and the team checks in on that  
15 spreadsheet and then assesses each of those encampments and  
16 determines whether or not they can conduct an encampment  
17 resolution.

18 BY MS. MYERS:

19 Q Okay. And that -- that portal, is that a -- is that a  
20 Google sheet? Is that -- do you -- do you know what it is?

21 MS. KAOUNIS: Objection. Assumes facts.  
22 Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: I believe it's a Google sheet or  
25 Google form. I don't --

III-261

1 BY MS. MYERS:

2 Q Are there any limitations on the number of encampments  
3 that Council Offices can submit through this portal?

4 MS. KAOUNIS: Objection. Relevance.

5 THE COURT: Overruled.

6 THE WITNESS: No. Every councilmember has the  
7 opportunity to submit encampments at their leisure.

8 BY MS. MYERS:

9 Q Okay. And then after the -- the Council Offices and  
10 obviously not the councilmembers themselves --

11 A Yeah.

12 Q -- but the Council Offices submit the -- the  
13 encampments through the portal, then the field intervention  
14 teams will then go out and assess based on the -- the list  
15 that is in front of them, is that correct?

16 MS. KAOUNIS: Objection. Assumes facts.  
17 Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: I believe that's correct.

20 BY MS. MYERS:

21 Q And then do the field intervention teams fill out --  
22 write a report about what they've identified?

23 MS. KAOUNIS: Objection. Vague. Relevance.

24 THE COURT: Overruled.

25 THE WITNESS: They generate an assessment, yes.

III-262

1 BY MS. MYERS:

2 Q And is it a -- is it a form or is it a free flowing  
3 report, is it through a portal? What is the form that the  
4 assessment takes?

5 MS. KAOUNIS: Objection. Vague. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: It has evolved over time, and I  
8 don't know -- I don't look at the details on a day to day.  
9 My -- my role has really evolved over the last several  
10 months, to include many things, and at this point, the  
11 Inside Safe field intervention team, you know, continues to  
12 improve their -- their program with my oversight.

13 BY MS. MYERS:

14 Q And, just as to time, just so that it's clear as we're  
15 talking about this, I'm talking about right now,  
16 understanding that the Inside Safe Program has evolved.

17 A Yes.

18 Q So, we'll talk about right now. And if I have  
19 questions about in the past, I'll identify that specifically  
20 if that's helpful.

21 Okay. So, speaking -- the field intervention team  
22 generates their assessment, and that is passed -- is that  
23 passed on to the senior person responsible for the field  
24 intervention team?

25 MS. KAOUNIS: Objection. Vague. Relevance.

III-263

1 THE COURT: Overruled.

2 THE WITNESS: The Inside Safe Senior Director  
3 oversees the entirety of the team. There are managers on  
4 the team and specialists on the team. They have different  
5 roles in terms of all components of the Inside Safe  
6 Encampment Resolution Program. So, yes, some of them do.

7 BY MS. MYERS:

8 Q Some of them do pass on the assessments?

9 A To each other, yes.

10 Q Okay. And when you say there are managers and  
11 specialists, are those included in the 18 -- 18 person field  
12 intervention team?

13 MS. KAOUNIS: Objection. Vague. Relevance.

14 THE COURT: Overruled.

15 THE WITNESS: Yes.

16 BY MS. MYERS:

17 Q Okay. So, then I'm just trying to understand after the  
18 assessment is conducted and the written product is  
19 developed, what happens with that written product?

20 MS. KAOUNIS: Objection. Vague. Relevance.

21 THE COURT: Overruled.

22 THE WITNESS: There's another component of the  
23 team that monitors that availability across our Inside Safe  
24 hotel, motel portfolio. We have both booking and occupancy  
25 agreements. The booking agreements are where we lease out

III-264

1 one room at a time within a hotel. The occupancy agreements  
2 is where we lease the entirety of the hotel. The portfolio  
3 is a mixed bag in terms of size, location. So, our --  
4 another component of the team actually calls motel owners on  
5 a weekly -- actually twice a week to check on vacancies so  
6 that -- and then that -- that number is also verified with  
7 our service providers, our LAHSA contract service providers  
8 that operate each of those sites.

9 With that bed availability, we're able to sort of  
10 right size the encampment that's been submitted as a  
11 priority to what's available in that moment. And the bed  
12 availability changes on a day to day.

13 BY MS. MYERS:

14 Q That is very helpful. I'm just trying to get at what  
15 happens to the written assessment after -- after it's  
16 conducted by the field intervention team. What happens to  
17 that written assessment, putting aside the bed availability?

18 MS. KAOUNIS: Objection. Your Honor, we're going  
19 really far afield here. I'm questioning the relevance. Can  
20 we get a proffer on this document discovery question that  
21 we're getting right now?

22 THE COURT: No.

23 MS. MYERS: Your Honor, I'm just trying to  
24 understand the decision making process because it goes  
25 directly to the Council District by Council District

III-265

1 division in the Encampment Reduction Plan.

2 THE COURT: Oh.

3 MS. MYERS: And, so, I'm happy to --

4 THE COURT: You -- you may answer the question.

5 MS. KAOUNIS: Okay. So, same objections. Vague.  
6 Relevance.

7 THE COURT: Overruled.

8 THE WITNESS: We -- we hold onto the assessment.  
9 We reassess it based off of that bed availability that I  
10 just described. We also use that assessment when we're  
11 planning the actual operations, if we've secured enough beds  
12 to be able to resolve the encampment that was recently  
13 assessed. We use that -- that assessment in our  
14 conversations in the planning calls with all of the  
15 departments across the City, the Council Office, and LAHSA,  
16 and the County.

17 BY MS. MYERS:

18 Q Okay. So, we're talking -- now we're talking about  
19 planning the Encampment Resolution --

20 A Um-hmm.

21 Q -- Program. I'm not there yet.

22 A Okay.

23 Q Still on the picking the location part of it. So,  
24 understanding there's a field -- a field assessment that's  
25 done, and you said, "we" take the field assessment, but my

III-266

1 understanding is you're not directly involved in the sort of  
2 day-to-day right now -- right now of picking the individual  
3 encampments. So, do you get the Field Assessment Report  
4 when it's done?

5 MS. KAOUNIS: Objection. Vague. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: I apologize. I refer to my team as  
8 we because --

9 BY MS. MYERS:

10 Q Sure.

11 A -- we are a team. But my team receives the assessment.  
12 They are the ones that are holding onto it, looking at it  
13 with the other group of -- of another side of the team that  
14 looks at bed availability in deciding which one can be  
15 resolved. It is -- it is a -- it is a matrix of some sort  
16 to perfectly match an encampment to the beds that are  
17 available while maintaining the social network of the -- the  
18 encampment. We are not in the work of -- of taking one  
19 person from one side of town to the other. We are trying to  
20 bring them indoors together.

21 There are times where there are three hotels in a  
22 neighboring encampment where we will split up the encampment  
23 community, but it's really at the -- I mean, it's -- it's  
24 voluntary to the person and the community that's there.

25 Q Sure. So, going back to the Field Assessment Reports,

III-267

1 that's still the stage that we're on. That Field  
2 Assessment Report is provided to your team. Who on your  
3 team gets that?

4 MS. KAOUNIS: Objection. Relevance.

5 THE WITNESS: I can't speak to the details of who  
6 on my team gets that.

7 THE COURT: Overruled.

8 BY MS. MYERS:

9 Q Okay. So, some -- some people on your team. Can you  
10 tell us the -- the job descriptions or the job titles of the  
11 people on your team who might receive that Field Assessment  
12 Report?

13 MS. KAOUNIS: Objection. Relevance.

14 THE COURT: Counsel?

15 MS. MYERS: Your Honor, again, I'm -- I'm  
16 literally just trying to get at the question of how  
17 locations are chosen for Inside Safe, because it goes  
18 directly to the district -- the Council District by Council  
19 District approach.

20 THE COURT: I'm sorry. It goes directly to what?  
21 I couldn't hear.

22 MS. MYERS: The Council District by Council  
23 District Approach and reporting related to the Encampment  
24 Reduction Plan, which is a key issue in this motion -- or in  
25 this hearing.

III-268

1 MS. KAOUNIS: I'm sorry, but I'm not -- I'm  
2 failing to understand that explanation as to the relevance  
3 of compliance with the settlement here. Maybe there could  
4 be a further articulation.

5 THE COURT: We will eventually get tied in to  
6 either the LA Alliance or the Roadmap Agreement.

7 MS. MYERS: Yes, your Honor. This goes directly  
8 to the LA Alliance Settlement Agreements and the --

9 THE COURT: On the 60 percent Council District by  
10 Council District?

11 MS. MYERS: Yes, your Honor. And the -- and,  
12 specifically, the Encampment Reduction Plan and the District  
13 by District approach --

14 THE COURT: Overruled.

15 MS. MYERS: -- related to the Encampment  
16 Production Plan.

17 THE COURT: All right. Thank you.

18 MS. KAOUNIS: I'm failing to understand, your  
19 Honor, how the names of the people who received certain  
20 reports is --

21 THE COURT: Yeah.

22 MS. KAOUNIS: -- relevant to compliance.

23 THE COURT: Specific names, I agree with you,  
24 Counsel.

25 MS. MYERS: And, your Honor, I think the -- the

III-269

1 pending question that I had was the -- the job titles of the  
2 -- and, your Honor, I'm literally just trying to get at --

3 THE COURT: I'm giving you some leeway, Counsel.

4 BY MS. MYERS:

5 Q So, can you tell us the -- the job titles or the -- the  
6 group of folks who are receiving these Field Assessment  
7 Reports for the purposes of determining which encampments to  
8 focus on for Inside Safe?

9 MS. KAOUNIS: Relevance.

10 THE COURT: You can answer the question.

11 THE WITNESS: Okay. There are -- there's a Senior  
12 Director of the program who may receive the reports but also  
13 could be contributing to creating the reports. The managers  
14 are overseeing the specialists. All of them spend time, a  
15 majority of their time, out in the field. And, so, I can't  
16 -- I'm not really sure how to answer your question because  
17 all 18 of them are assessing the sites, writing up this  
18 report, and then determining with the other subset of the  
19 team where the beds are available. So, I mean, a lot of  
20 members across my team, not just the Inside Safe FIT team,  
21 field intervention team, see assessments. And -- and all of  
22 the departments that engage on the day of an operation also  
23 see that assessment.

24 BY MS. MYERS:

25 Q And, just to clarify, I'm not really focusing on who

III-270

1 gets the reports.

2 A Okay.

3 Q But I'm really focusing on who gets the reports for  
4 purposes of any -- like inputting that information into the  
5 decision making process related to which encampments to  
6 conduct Encampment Resolution Program at.

7 MS. KAOUNIS: Relevance. This -- I'm going to  
8 assert a Rule 403 objection. This is confusing and a waste  
9 of time.

10 THE COURT: Overruled.

11 THE WITNESS: Can you repeat the question?

12 BY MS. MYERS:

13 Q So, just to clarify, as I said, I'm not really looking  
14 for where the Encampment Assessment Reports are distributed,  
15 but I'm looking at who receives -- not name but job title --  
16 who receives the field intervention team's assessment  
17 reports for purposes of integrating that data that they  
18 collected from the report into the decision making process  
19 about where to conduct an encampment cleanup.

20 MS. KAOUNIS: Same objection. Asked and answered.

21 THE COURT: I'm not certain. You can answer that  
22 again.

23 THE WITNESS: The -- the Senior Director of Inside  
24 Safe and the Inside Safe Field Intervention Team Managers  
25 together.

III-271

1 BY MS. MYERS:

2 Q Okay. And after the assessment is written and the bed  
3 count is -- the bed count is determined, who takes that  
4 information and decides where to conduct an Inside Safe  
5 encampment resolution operation?

6 MS. KAOUNIS: Asked and answered. Relevance.  
7 Rule 403.

8 THE COURT: Overruled.

9 THE WITNESS: The Senior Director takes that  
10 information, engages with the Council Offices, notifies them  
11 that the beds are available and that they can conduct the  
12 encampment resolution. An agreement is made that -- on the  
13 date that they would do -- they'll do it, and the planning  
14 calls are scheduled.

15 BY MS. MYERS:

16 Q Okay. So, it's the Senior Director in consultation  
17 with the Council Office that makes --

18 MS. KAOUNIS: Objection.

19 BY MS. MYERS:

20 Q -- the decision about where -- where the -- whether to  
21 do an encampment resolution operation?

22 A I think -- yeah, I --

23 MS. KAOUNIS: Objection. Asked and answered.  
24 Relevance. 403.

25 THE COURT: Overruled. I think you just said yes?

III-272

1 THE WITNESS: I believe I've answered this  
2 question over and over again, but it seems that you're  
3 unhappy with the response. It's -- it's never a black and  
4 white decision making process, but it happens in conjunction  
5 with the Council Office, and the Senior Director leads those  
6 conversations.

7 BY MS. MYERS:

8 Q Okay. Are you involved in the decisions about where to  
9 conduct encampment resolution operations?

10 MS. KAOUNIS: Relevance.

11 THE COURT: Overruled. You can ask the question.

12 THE WITNESS: I am generally aware of where  
13 encampment resolutions are conducted. I allow my Senior  
14 Director to make those decisions given her experience with  
15 the program and her leadership of her team.

16 BY MS. MYERS:

17 Q Okay. So, then the encampment that -- the encampment  
18 resolution operation that was conducted this morning, the  
19 decision to conduct that was made by the Senior Director and  
20 -- in consultation with the Council Office, is that correct?

21 MS. KAOUNIS: Relevance. Asked and answered.  
22 Assumes facts.

23 THE COURT: Overruled. One more time.

24 THE WITNESS: With my oversight, the Senior  
25 Director has that conversation with the Council Offices. I

III-273

1 am still their supervisor.

2 BY MS. MYERS:

3 Q Right. What I'm trying to get at is why the decision  
4 was made to -- to do the encampment resolution operation in  
5 Council District 15 this morning at that location as opposed  
6 to in a different Council District.

7 MS. KAOUNIS: Objection. Relevance. Asked and  
8 answered. 403.

9 THE COURT: Overruled. You can answer the  
10 question.

11 THE WITNESS: I think I answered this. It's based  
12 off bed availability. In Council District 15, there were  
13 beds that were neighboring that encampment and available to  
14 resolve the -- the encampment.

15 BY MS. MYERS:

16 Q And who makes the decision about which -- which hotels  
17 and motels to -- to target? And -- and I'm -- and I'm --  
18 and I'm just asking this. Is -- let me just back up and ask  
19 this. Does your office lease up as many hotels and motel  
20 rooms as you can for the Inside Safe Program that are  
21 available or do you make selections of hotel rooms and motel  
22 rooms based on priorities?

23 MS. KAOUNIS: Relevance. Assumes facts. Lacks  
24 foundation.

25 THE COURT: Overruled.

III-274

1 MS. KAOUNIS: Vague.

2 THE COURT: Overruled. You can answer that  
3 question.

4 THE WITNESS: As I mentioned before, there are  
5 both booking and occupancy agreements. The booking  
6 agreements you can sort of turn a bed on and off because  
7 you're not leasing out the entirety of the motel. The  
8 occupancy agreements -- well, let me go back.

9 The booking agreements you can turn on and off  
10 depending on if someone's in the bed. If no one's in the  
11 bed, we're not paying for that bed. For the occupancy  
12 agreements, we're actually leasing all -- for most of the  
13 sites, all of the beds, and we're paying for them whether a  
14 person is in them or not.

15 So, part of the calculation in deciding can you  
16 run an encampment resolution is optimizing those occupancy  
17 agreements because we don't want to have them vacant and  
18 turning on booking agreements as needed and if it's actually  
19 available. You actually have to call the motel owner who  
20 runs that booking agreement and say, Do you have any other  
21 beds that we can turn on, because we have an upcoming  
22 encampment resolution. And, so, that's kind of -- that is  
23 why our team checks in with both motel owners and service  
24 providers on a twice a week basis, to be able to identify  
25 bed availability and match them to those priority

III-275

1 encampments that are assessed by the entirety of the field  
2 intervention team. And then, you know, once we're able to  
3 match the encampment to those beds, it's a conversation with  
4 the Council Office that we're ready to move forward with  
5 that operation.

6 BY MS. MYERS:

7 Q And when you talk about bed availability, are you  
8 talking about bringing new hotel and motel rooms -- new  
9 hotel and motels on board or are you talking about bed  
10 availability in existing hotels and motels that are  
11 participating in Inside Safe?

12 A In existing hotels.

13 MS. KAOUNIS: Vague -- vague. Relevance.

14 THE COURT: Overruled.

15 MS. KAOUNIS: Go ahead.

16 THE WITNESS: In existing hotels and motels.

17 BY MS. MYERS:

18 Q Okay. So, when you're assessing bed availability, it  
19 really is how many hotel rooms are in, for example, the  
20 Silver Lake Hotel?

21 MS. KAOUNIS: Objection. Vague. Relevance.

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

24 THE WITNESS: At the beginning of this program,  
25 when I was not overseeing it, there was a constant process

III-276

1 of bringing new hotels and motels online. Since I have  
2 overseen the program, that has slowed down. We have really  
3 just focused on renegotiating those contracts to bring the  
4 cost down and to extend the length of time that those hotel  
5 contracts exist, and we work in concert with the CAO and  
6 General Services Department and the City Attorneys to  
7 administer those contracts with the motel owners.

8 BY MS. MYERS:

9 Q When was the last time the City brought on a new hotel  
10 or motel room -- motel -- I'm sorry -- hotel or motel?

11 MS. KAOUNIS: Objection.

12 BY MS. MYERS:

13 Q Into the Inside Safe Program?

14 THE COURT: I'm sorry. Would you restate that  
15 just a little slower.

16 BY MS. MYERS:

17 Q When was the last time the City brought a new hotel or  
18 motel into the Inside Safe Program?

19 MS. KAOUNIS: Objection. Lacks foundation.

20 THE COURT: Overruled.

21 THE WITNESS: I don't recall the date, but each of  
22 those Homelessness Emergency Account Reports that we submit  
23 to council includes any changes to our hotel, motel  
24 portfolio because we need council's approval of each of  
25 those contracts and the funding that goes towards paying

III-277

1 them.

2 BY MS. MYERS:

3 Q Okay. Thank you. And, so, is it fair to say that the  
4 City's primary responsibility for the Inside Safe Program is  
5 to either identify the encampments and conduct the  
6 encampment resolution?

7 MS. KAOUNIS: Objection. Vague. Misstates prior  
8 testimony. Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: The Mayor's Office operates the day  
11 to day of the Inside Safe Program, and the priorities are  
12 submitted by the Council Office. The administration is  
13 conducted by the CAO's office. LAHSA operates the -- the  
14 hotels and motels with services. It is multiple people  
15 involved in the process.

16 BY MS. MYERS:

17 Q Okay. If the encampment -- if the Inside Safe  
18 Encampment Resolution Program starts with the identification  
19 of an encampment and runs through housing people or putting  
20 people in shelters in the hotels, if that's the -- if that's  
21 the timeline of the Inside Safe Encampment Resolution  
22 Program, does -- is it fair to say that the City's primary  
23 responsibility goes from the beginning of identifying the  
24 encampment through to the point of the encampment resolution  
25 and then the City passes on that responsibility to a service

III-278

1 provider?

2 MS. KAOUNIS: Objection. Vague. Assumes facts.  
3 Relevance. Lacks foundation.

4 THE COURT: Overruled.

5 MS. KAOUNIS: And calls for a legal conclusion.

6 THE COURT: Overruled.

7 THE WITNESS: Maybe it would be helpful for me to  
8 describe the phases of the Inside Safe Program because I  
9 think you're truncating what our -- what our field  
10 intervention team is actually doing.

11 So, in the planning phase, there's the assessment  
12 and determining whether or not there are beds available,  
13 getting all of the departments together to be able to  
14 ultimately resolve the encampment, which involves a number  
15 of departments.

16 And then the stabilization phase where we bring  
17 someone into interim housing, yes, the LAHSA contracted  
18 service providers are responsible for, you know, providing  
19 their operational services, the residential monitoring, the  
20 three meals a day, the -- their weekly case management. But  
21 our field intervention team actually goes and checks back in  
22 on our participants.

23 Like I said, that trust building in that planning  
24 phase is really key, and -- and my team of 18 team members  
25 and the Senior Director are really doing God's work when

III-279

1 they get to know each individual, brings them inside. They  
2 then work with the County to do service connect days. They  
3 work with street medicine teams that go and check in on  
4 certain participants. And then there's sort of the  
5 repopulation management phase where we go back to each  
6 encampment and monitor it for any repopulation that occurs  
7 and bring more folks indoors. And that sometimes involves  
8 some of the departments to help clean the street afterwards.

9           So, I think the way you've described it doesn't  
10 take into account we actually follow the person, as we  
11 should, all the way through. And then we work really  
12 closely with LAHSA's contracted service providers to  
13 support, as we can with document readiness, connecting them  
14 with housing resources, and we know a number of Inside Safe  
15 participants who've actually been permanently housed and  
16 we're still in touch with.

17 BY MS. MYERS:

18 Q       So, the City's involvement in the Inside Safe Program  
19 continues even after -- even after folks are brought into  
20 the Inside Safe motels and hotels?

21           MS. KAOUNIS: Objection. Relevance. Asked and  
22 answered. Your Honor, I'm really questioning the relevance.  
23 This is a lot of questioning about process. Just can we get  
24 a proffer?

25           THE COURT: Overruled.

III-280

1 THE WITNESS: The Mayor's Office is involved in  
2 taking care of our -- our clients. I would -- I'm a primary  
3 care internal medicine physician. I -- I take care of  
4 people from the age of 18 all the way till death. That same  
5 premise is what we apply to the people that we bring  
6 indoors. And, so, the Mayor's Office does follow as many  
7 participants that are willing to be followed that we can.

8 BY MS. MYERS:

9 Q And you said one of the important aspects of the Inside  
10 Safe Program is that it's a voluntary program, correct?

11 A Correct.

12 Q And understanding that it's a voluntary program, how  
13 many people have voluntarily come inside since the Inside  
14 Safe Program started?

15 MS. KAOUNIS: Objection. Asked and answered.

16 THE COURT: Overruled.

17 THE WITNESS: To my understanding, every single  
18 person that is brought indoors was voluntarily brought  
19 indoors. No one was forced to come inside. You remember  
20 that I practiced at Twin Towers Correctional Facility for  
21 several years every weekend. I know what a carceral system  
22 is. This is not one.

23 BY MS. MYERS:

24 Q And how many people have voluntarily been brought  
25 inside?

III-281

1 A To date, we've had over 4300 people voluntarily come  
2 inside. But LAHSA produces the monthly report that gives  
3 you the exact details.

4 Q Okay.

5 THE COURT: I'm sorry. You dropped your voice.  
6 Would you say that again?

7 THE WITNESS: LAHSA produces the monthly reports  
8 with the exact details in terms of the number of people  
9 brought indoors.

10 THE COURT: Okay.

11 BY MS. MYERS:

12 Q You said -- you said previously that once the beds are  
13 identified and people voluntarily agree to come inside, then  
14 an encampment is resolved, is that correct?

15 MS. KAOUNIS: Objection. Misstates prior  
16 testimony.

17 THE COURT: Overruled. You can answer the  
18 question.

19 MS. KAOUNIS: And -- and calls for a legal  
20 conclusion.

21 THE COURT: Overruled.

22 THE WITNESS: That -- that is the term that we  
23 use. What it means is that those that wanted to come  
24 indoors came indoors. There are instances where an  
25 individual is just not ready and those individuals are left

III-282

1 alone. But oftentimes when the team goes back for the  
2 repopulation monitoring, that individuals says, Yeah, no, I  
3 miss my neighbor, and I want to -- I want to try it. And in  
4 those instances, if a bed is available, we -- we move them  
5 indoors. But I -- I understand how the term "resolution"  
6 could be misinterpreted by many.

7 BY MS. MYERS:

8 Q Not misinterpreting or interpreting. Just trying to  
9 get your understanding of what it means for an --

10 A Sure.

11 Q -- encampment to be resolved. So, what does that term  
12 mean for you, an encampment has been resolved?

13 MS. KAOUNIS: Objection. Relevance. Calls for a  
14 legal conclusion.

15 THE COURT: Overruled.

16 THE WITNESS: It means that the team went out with  
17 all of the departments, with LAHSA, with County, and  
18 voluntarily brought everybody indoors. Consent was provided  
19 for the relinquishment of -- of their belongings, and -- and  
20 it -- and at that point, it's time to begin the clock on  
21 monitoring for repopulation.

22 MS. KAOUNIS: Your Honor, may I ask what -- how  
23 much time we have?

24 THE COURT: Thank you, Counsel. Next question,  
25 please.

III-283

1 BY MS. MYERS:

2 Q And you said -- you previously testified that people  
3 agree to give up their belongings as part of Inside Safe, is  
4 that correct?

5 MS. KAOUNIS: Objection. Relevance.

6 THE COURT: Overruled. You can answer the  
7 question.

8 THE WITNESS: That is my understanding.

9 BY MS. MYERS:

10 Q Okay. And is that a condition of enrollment in Inside  
11 Safe?

12 MS. KAOUNIS: Objection. Relevance.

13 THE COURT: Overruled.

14 MS. KAOUNIS: Calls for a legal conclusion.

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

17 THE WITNESS: There is a limit in terms of the  
18 number of items somebody can bring into the hotel room. I  
19 don't know the exact amount of -- of stuff that they can  
20 bring indoors, but I believe LA Sanitation records consent  
21 of each of the individuals allowing for removing their  
22 belongings.

23 BY MS. MYERS:

24 Q That's helpful. So, if a person agrees to give up  
25 their belongings, then the LA Sanitation takes a video in

III-284

1 which they give consent, correct?

2 MS. KAOUNIS: Objection. Lacks foundation. She  
3 said she believes. Relevance.

4 THE COURT: Overruled. You can answer -- you've  
5 answered the question.

6 THE WITNESS: I believe that's the case. I don't  
7 go to every operation. I have been to a handful over the  
8 course of my time. So, yes, I believe I answered the  
9 question.

10 BY MS. MYERS:

11 Q And for the handful of Inside Safe operations that you  
12 went to, was that the practice?

13 MS. KAOUNIS: Objection. Relevance. Vague.

14 THE COURT: The practice concerning what?

15 MS. MYERS: Practice related to LA Sanitation  
16 recording.

17 THE COURT: Sanitation? Yeah.

18 MS. MYERS: Yeah.

19 THE COURT: Overruled.

20 THE WITNESS: I believe so, yes.

21 BY MS. MYERS:

22 Q And, so, now, going back to my question, is it a  
23 condition of enrollment in Inside Safe to give up your  
24 belongings?

25 MS. KAOUNIS: Objection. Asked and answered.

III-285

1 Relevance. Rule 403.

2 THE COURT: When they call it a resolution, that's  
3 what I think that this is driving at.

4 MS. MYERS: Yes, your Honor.

5 THE COURT: Yeah. Overruled. You can answer the  
6 question.

7 THE WITNESS: There are many conversations with  
8 each of these individuals to determine whether or not  
9 they're willing to come inside. I -- I -- I've -- I feel  
10 like this is a bit of a trick question because each  
11 individual -- so, let me back up.

12 As a physician, when I do a procedure, I have the  
13 patient sign a consent form, and I believe that this process  
14 is about the same thing. They are told beforehand what they  
15 are signing up for. They are told about the services that  
16 are delivered inside the interim housing sites, and they are  
17 told that their friends, their neighbors are going to come  
18 along with them.

19 And, so, to my knowledge, they are as informed as  
20 possible of what is to come and why they are consenting to  
21 giving up their belongings. Now, have I spoken to every  
22 single participant about their decision? No. But that is  
23 the process. It's the process in the hospital when you want  
24 me to do a procedure on you. And, so, I'm not sure how to  
25 answer your question further.

III-286

1 BY MS. MYERS:

2 Q Well, I think my question was just if it was a  
3 condition of enrollment in Inside Safe to give up your  
4 belongings?

5 MS. KAOUNIS: Your Honor, this has been asked and  
6 answered. I'm going to say again that I think this is  
7 discovery I have to say for another action that is pending  
8 against the City with respect to taking of belongings. I  
9 think it's improper to use this forum as a vehicle to get  
10 discovery.

11 MS. MYERS: Your Honor, if I may respond.

12 MS. KAOUNIS: And this is a waste of time.

13 THE COURT: I don't think it's discovery, Counsel.  
14 But I think this has been asked and answered a number of  
15 times.

16 MS. MYERS: And I would just like to respond to  
17 that, your Honor.

18 THE COURT: Please.

19 MS. MYERS: I've proffered and your Honor has  
20 ruled whether or not I'm counsel on a different matter. I  
21 would note that that matter has nothing to do with the  
22 seizure of property related to Inside Safe.

23 THE COURT: What matter is that? Is it in my  
24 court? I've got a number of these matters.

25 MS. MYERS: You'll have to ask counsel for Gibson

III-287

1 Dunn -- or Gibson Dunn and Crutcher.

2 THE COURT: What -- what court is this in,  
3 Counsel? I have some. Judge Fischer has some.

4 MS. MYERS: Go ahead.

5 THE COURT: Numerous colleagues have these. What  
6 court is this in, to make certain I don't have a -- an issue  
7 here.

8 (Pause.)

9 MS. KAOUNIS: I'm not sure I know.

10 THE COURT: These questions drive towards this  
11 encampment resolution and the definition, and you say that  
12 the team -- it means the team got a person indoors. And  
13 this is relevant, Counsel.

14 MS. MYERS: Thank you, your Honor.

15 MS. KAOUNIS: Your Honor, just to -- to answer  
16 your question first, we think it may relate to the case  
17 before Judge -- Judge Fischer, which --

18 THE COURT: Okay.

19 MS. KAOUNIS: -- is the Garcia case.

20 THE COURT: It's got nothing to do with this Court  
21 then. I've got one with Steven Yagman (phonetic) coming up.  
22 I don't think it involves any issue here.

23 MS. MYERS: And I would just note counsel for the  
24 City is well aware that that case has nothing to do with  
25 Inside Safe, so --

III-288

1 THE COURT: Oh, thank you. Please proceed.

2 BY MS. MYERS:

3 Q Okay.

4 MS. KAOUNIS: Wait. And, just to be clear I want  
5 to assert my objection on relevance. The testimony has  
6 nothing to do with the contract at issue in this case, and  
7 I've stated that several times now. So, I'm objecting to  
8 this whole line of questioning.

9 THE COURT: It has to do with encampment  
10 resolution. Overruled.

11 MS. KAOUNIS: But, your Honor, that's -- that's a  
12 definition. We're getting -- we're asking a witness about a  
13 specific term. We haven't put the contract in front of her.  
14 There's -- she's -- they've been calling for a legal  
15 conclusion.

16 THE COURT: Thank you. Overruled.

17 MS. MYERS: And --

18 THE COURT: Counsel, don't. Your next question  
19 now. It's been overruled. You may ask a question.

20 BY MS. MYERS:

21 Q So, when a person gives up their belongings, is the  
22 amount of property that they give up documented anywhere?

23 MS. KAOUNIS: Relevance.

24 THE COURT: Overruled.

25 THE WITNESS: I don't know the exact process, but

III-289

1 I believe LA San holds onto that documentation.

2 BY MS. MYERS:

3 Q Okay. And is the requirements to give up property  
4 before coming into Inside Safe, is that documented anywhere?

5 MS. KAOUNIS: Objection. Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: I'm not sure what you're referring  
8 to.

9 BY MS. MYERS:

10 Q Well, you -- you said that a person agrees to give up  
11 their belongings to go into the Inside Safe Program. And  
12 I'm wondering if that policy is documented anywhere?

13 MS. KAOUNIS: Objection. Assumes facts.  
14 Relevance. Calls for a legal conclusion.

15 THE COURT: Overruled.

16 THE WITNESS: Um, I would have to go back and look  
17 at service provider contracts, motel contracts. I don't  
18 know that detail.

19 BY MS. MYERS:

20 Q Would that information be given to the individual who  
21 is enrolling in Inside Safe?

22 MS. KAOUNIS: Objection. Asked and answered.  
23 Relevance. Assumes facts. Vague.

24 THE WITNESS: Again, I am not in the weeds of the  
25 day-to-day process. If --

III-290

1 THE COURT: Overruled. You can answer the  
2 question. I'm sorry.

3 THE WITNESS: Sure. Sorry. I'm not in the weeds  
4 of the day-to-day process. So, I can't speak to that.

5 BY MS. MYERS:

6 Q Okay. When you speak about an encampment being  
7 resolved, what do you mean by an encampment?

8 MS. KAOUNIS: Objection. Calls for a legal  
9 conclusion. Relevance.

10 THE COURT: No. Overruled. You can answer that  
11 question.

12 THE WITNESS: An encampment can mean many things.  
13 For me, it means that there is an unhoused person that needs  
14 to be brought inside. It could be many people. And, so,  
15 that's -- that's the principle that -- that we work by.

16 BY MS. MYERS:

17 Q Has Inside Safe ever done an encampment resolution  
18 operation for a single person?

19 MS. KAOUNIS: Objection. Calls for a legal  
20 conclusion.

21 THE COURT: Overruled. You can answer that  
22 question.

23 THE WITNESS: I don't believe we've done a  
24 specific encampment resolution for one person. But that  
25 repopulation management there could be one person that is

III-291

1 left behind or one person that showed up after everyone  
2 cleared. There are a number of reasons why people  
3 repopulate. But I would have to look at the information  
4 that the team gives me on a monthly basis to be able to tell  
5 you. I don't -- I don't think so, though.

6 BY MS. MYERS:

7 Q So, Inside Safe does not focus on single individuals  
8 for purposes of the encampment resolution operation,  
9 correct?

10 MS. KAOUNIS: Objection. Vague. Relevance.  
11 Legal conclusion.

12 THE COURT: Overruled. You can answer the  
13 question.

14 THE WITNESS: It -- it depends. I mean, if -- if  
15 an -- if one person has a lot of -- I'm reluctant to call it  
16 any -- it's their home. It's their home, and it could have  
17 -- it could be a big structure. It could be a vehicle that  
18 has materials that are right outside of it. It -- it really  
19 depends. And, so, it's hard to answer your question, and we  
20 are meeting the person in the community exactly where they  
21 are and attempting to build trust so that they can come  
22 indoors.

23 BY MS. MYERS:

24 Q So, is part of the focus then in determining whether to  
25 focus an encampment resolution --

III-292

1 THE COURT: I'm sorry. Counsel, could you start  
2 again slower?

3 BY MS. MYERS:

4 Q So, is part of the determination then for purposes of  
5 an encampment resolution operation whether to conduct it,  
6 the amount of -- the amount of space the encampment takes up  
7 on the sidewalk?

8 A It could.

9 MS. KAOUNIS: Objection. Objection. Vague.  
10 Legal conclusion. Relevance.

11 THE COURT: Overruled.

12 THE WITNESS: It could. It -- like I said  
13 earlier, there's a number of factors. I listed a few off  
14 the top of my head, but there are a number of factors that  
15 go into the "severity" of a site.

16 BY MS. MYERS:

17 Q What other factors go into the severity of a site?

18 MS. KAOUNIS: Objection. Asked and answered.  
19 Relevance. Rule 403. Vague.

20 THE COURT: Could you -- I didn't hear the  
21 question. Did you say the security of the site?

22 MS. MYERS: The severity of the site, your Honor.

23 THE COURT: The severity. I'm sorry.

24 MS. MYERS: Yeah.

25 MS. KAOUNIS: Your Honor, the witness listed the

III-293

1 factors. Counsel read them back to her, and this has been  
2 asked and answered. Relevance.

3 THE COURT: Overruled. You may ask the question.

4 BY MS. MYERS:

5 Q Sure. You -- as your counsel noted, I asked for the  
6 factors and you listed a number of them, and you mentioned  
7 severity. But now, as we're talking, you identified that  
8 the size and amount of belongings in an encampment can go to  
9 severity. So, I'm just digging in a little bit about what  
10 other factors go into severity.

11 MS. KAOUNIS: Same objections.

12 THE COURT: Overruled.

13 THE WITNESS: The complexity of each encampment is  
14 so different. It is so different. We can walk the streets  
15 of Skid Row. We can go down the Figueroa Corridor in South  
16 LA. We can go under the 405 on the west side. They are so  
17 different. And, so, it's -- it's really difficult to be  
18 able to answer that question because, again, we meet the  
19 people and the community exactly where they are. The  
20 priority is submitted by the Council Office. We work in  
21 concert with them. We look at the beds that are available,  
22 and that's how the decision is made.

23 BY MS. MYERS:

24 Q So, when you say encampment resolution operation and  
25 you use the term "encampment", are you referring to -- under

III-294

1 the term "encampment", are you referring to all of the --  
2 the tents and vehicles and individuals in the specific area  
3 of a single encampment or are you dividing out encampment to  
4 mean each of the individual tents?

5 MS. KAOUNIS: Objection. Vague.

6 THE COURT: I'm sorry. The last portion, Counsel,  
7 was too quick. Reask the question.

8 MS. MYERS: Sure.

9 BY MS. MYERS:

10 Q When you used the term "encampment resolution" and  
11 you're speaking about an encampment, are -- do you -- what  
12 do you mean by that term?

13 MS. KAOUNIS: Objection. Vague. Relevance.  
14 Asked and answered.

15 THE COURT: Overruled.

16 MS. KAOUNIS: Calls for a legal conclusion.

17 THE COURT: Overruled. You can answer that  
18 question.

19 THE WITNESS: I'm not in the details with the  
20 field intervention team in terms of how they identify zones.  
21 So, let me back up to that portal that I told you about.

22 When the Council Office submits a site that's a  
23 priority for them, it's typically a cross street, and then  
24 the team just goes out to that cross street and then  
25 assesses what's there and determine what zones that they

III-295

1 will target to -- to figure out how to engage with the  
2 folks, to figure out what they can actually resolve.  
3 Sometimes that includes tents. Sometimes that includes  
4 makeshifts. Sometimes that includes RVs or vehicles. Every  
5 single one of them works different. And, so, again, I'm not  
6 in the weeds of the day to day. In my other careers I may  
7 have been, but in this moment, I can't speak to those  
8 details.

9 BY MS. MYERS:

10 Q So, when you identify a zone, are you referring to  
11 everyone within that zone as a single encampment for  
12 purposes of the encampment resolution operation?

13 MS. KAOUNIS: Objection. Relevance. Legal  
14 conclusion.

15 THE COURT: Overruled. Overruled. You can answer  
16 the question. Identify everyone in the zone?

17 THE WITNESS: So, there -- one encampment  
18 resolution could have multiple zones. It could have one  
19 zone.

20 THE COURT: Would you say that again just a little  
21 slower?

22 THE WITNESS: Yes. Every encampment resolution  
23 could have one zone or multiple zones.

24 THE COURT: Okay.

25 THE WITNESS: And, so, it's not that every zone is

III-296

1 counted as an encampment resolution. And those zones are  
2 the ones that are monitored. Sometimes after resolving  
3 encampments, tents or makeshifts can repopulate other areas  
4 outside of that zone.

5 BY MS. MYERS:

6 Q When you say repopulate, does that mean by individuals  
7 who were previously in the Inside Safe operation and who  
8 were brought inside and have now come out and are back?

9 MS. KAOUNIS: Objection. Vague. Relevance.

10 THE COURT: Overruled.

11 THE WITNESS: It's a -- it depends. Like I said  
12 earlier, when we resolve an encampment, everybody who  
13 voluntarily comes inside comes inside. Those that choose  
14 not to be a part of the program can stay where they are.

15 Sometimes people will exit the program and go back  
16 to where they lived before. And, so, it just -- it really  
17 depends on each individual's circumstances and each  
18 encampment site.

19 BY MS. MYERS:

20 Q And, so, the repopulation efforts focus on bringing  
21 people who are in those zones inside after an encampment  
22 resolution operation has been conducted?

23 MS. KAOUNIS: Objection. Vague. Relevance.

24 THE COURT: No. Overruled. You can answer that  
25 question.

III-297

1 THE WITNESS: I believe you have that correct.

2 BY MS. MYERS:

3 Q The 4300 people that have been brought inside through  
4 Inside Safe, does that include -- is that 4300 individuals  
5 or is it 4300 instances in which a person was brought  
6 inside?

7 THE COURT: Just a moment. Would you say that  
8 again a little bit more slowly.

9 BY MS. MYERS:

10 Q Is it -- I understand it's a little bit confusing but  
11 gets to the heart of it.

12 THE COURT: It's not confusing. Just need to slow  
13 you down.

14 BY MS. MYERS:

15 Q If you're talking about 4300, is that 4300 individuals  
16 or is it 4300 instances in which someone was brought inside?

17 MS. KAOUNIS: Objection. Vague. Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: I would have to check with the LAHSA  
20 data source to be able to tell you definitively. There --  
21 yeah.

22 BY MS. MYERS:

23 Q Okay. So, you can't tell us whether -- if a person is  
24 brought in -- if a person has exited from Inside Safe, goes  
25 back to the location, is brought inside again through

III-298

1 repopulation, whether that person is included in the 4300?

2 MS. KAOUNIS: Objection. Asked and answered --

3 BY MS. MYERS:

4 Q Right?

5 MS. KAOUNIS: Sorry.

6 THE COURT: Overruled.

7 MS. KAOUNIS: Relevance.

8 THE COURT: Overruled.

9 THE WITNESS: I cannot speak to that, but I can --  
10 I can tell you with some certainty that we didn't bring one  
11 person in 4300 times.

12 BY MS. MYERS:

13 Q Fair. I don't think anyone thinks that. We were more  
14 just trying to figure out do you -- let me ask this. How --  
15 do you have a sense of how often it is that someone exists  
16 Inside Safe, goes back to the encampment and then comes back  
17 to Inside Safe through this repopulation operation?

18 MS. KAOUNIS: Objection. Relevance. Lacks  
19 foundation. Vague.

20 THE COURT: Overruled. You can answer that  
21 question.

22 THE WITNESS: Repopulation -- or exits happen  
23 across all City interim housing sites. Transitions from  
24 what you know to something new are hard for all of us,  
25 housed and unhoused individuals. Exits happen for a number

III-299

1 of reasons, back to the streets, to hospitals, to jails.

2 And, unfortunately, we've had 73 people pass away.

3           And, so, to answer your question, yes, there are  
4 some people who exit the interim housing on a portfolio --  
5 not just Inside Safe, but all of them -- for a variety of  
6 reasons. And the repopulation efforts are really to figure  
7 out what happened. When we reencounter somebody that we  
8 brought indoors many months prior, that's the question we're  
9 asking. And, you know, if it's the site that didn't work,  
10 the service provider that didn't work. We're trying to  
11 figure that out, and we look for other opportunities as they  
12 become available.

13 BY MS. MYERS:

14 Q       And, so, it is the case then that -- never mind.  
15 Strike that. You testified earlier that trust is important  
16 to bring people inside, correct?

17 A       (No audible response.)

18 Q       And why is it important to have trust to bring people  
19 inside?

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

22           THE COURT: About the property why is it  
23 important?

24           MS. MYERS: Why is it important to have trust to  
25 bring people inside.

III-300

1 THE COURT: I'll sustain it, Counsel. I'm more  
2 interested in the repopulation, and we've got other folks  
3 coming in and out obviously. If you know those numbers,  
4 what's your definition of encampment resolution. Sustained.  
5 BY MS. MYERS:

6 Q Is Inside Safe -- the Inside Safe Encampment Resolution  
7 Program the only -- the only encampment resolution program  
8 conducted by the City of Los Angeles?

9 MS. KAOUNIS: Objection. Relevance. Legal  
10 conclusion.

11 THE COURT: Overruled. You can answer that.

12 THE WITNESS: Based on our Inside Safe definition  
13 of what an encampment resolution is, where we voluntarily  
14 bring indoors the individuals and communities at large into  
15 our hotel, motel portfolio, we are the only citywide  
16 encampment resolution program.

17 THE COURT: Okay.

18 BY MS. MYERS:

19 Q Okay. So, drawing a distinction between a citywide  
20 encampment resolution program and an encampment resolution  
21 operation, are there other encampment resolution operations  
22 conducted by the City of Los Angeles?

23 MS. KAOUNIS: Objection. Vague. Asked and  
24 answered. Relevance.

25 THE COURT: Do you understand that question?

III-301

1 THE WITNESS: I -- I assume you're referring to  
2 the Care, Care Pluses and the RV operations, but I'm not  
3 sure.

4 THE COURT: Yeah. Let's --  
5 BY MS. MYERS:

6 Q I'm not referring to anything. I'm simply asking you  
7 if there are other encampment resolution operations  
8 conducted by the City of Los Angeles that don't fall under  
9 the purview of Inside Safe?

10 MS. KAOUNIS: Same objections.

11 THE COURT: Overruled. You can answer that  
12 question.

13 THE WITNESS: I think it depends on your  
14 definition of encampment resolution. My -- I think I've  
15 articulated the Inside Safe encampment resolution definition  
16 pretty clearly. And, to my knowledge, there aren't other  
17 programs that do what -- do what we do with Inside Safe.

18 BY MS. MYERS:

19 Q Okay. So, how -- how would you define encampment  
20 resolution?

21 MS. KAOUNIS: Objection. Asked and answered.  
22 Relevance. 403.

23 THE COURT: Overruled. You can answer it one more  
24 time. I want to be certain.

25 MS. KAOUNIS: Legal conclusion. Sorry.

III-302

1 THE COURT: Overruled.

2 THE WITNESS: An encampment resolution is a  
3 person-centered, community-centered voluntary program where  
4 you meet each individual in their community where they are  
5 and voluntarily bring them indoors. The shelter that  
6 they're eligible for are Inside Safe portfolios hotels and  
7 motels, but there are a number of other types of interim and  
8 permanent housing depending on that individual's needs.

9 BY MS. MYERS:

10 Q Okay. So, based on that definition of encampment  
11 resolution, are there other -- are there other encampment  
12 resolution operations conducted by the City that do not fall  
13 under Inside Safe?

14 MS. KAOUNIS: Objection. Asked and answered.

15 THE COURT: Overruled.

16 MS. KAOUNIS: Relevance.

17 THE COURT: You can answer that question if you  
18 know.

19 THE WITNESS: I don't believe so.

20 THE COURT: Okay.

21 BY MS. MYERS:

22 Q Okay. Are you aware of funding provided by the State  
23 of California for encampment resolutions?

24 MS. KAOUNIS: Objection. Relevance.

25 THE COURT: Overruled.

III-303

1 MS. KAOUNIS: Legal conclusion.

2 THE COURT: Overruled.

3 THE WITNESS: Are you referring to the Encampment  
4 Resolution Fund Grant?

5 BY MS. MYERS:

6 Q Yes.

7 THE COURT: Or CALTRANS, other areas?

8 BY MS. MYERS:

9 Q Yes, I am referring to the Encampment Resolution Fund  
10 Grants by the State of California. Are you aware of those  
11 grants?

12 A I am aware of those grants.

13 Q Okay. Has the City of Los Angeles received any  
14 encampment resolution funds from the State of California?

15 MS. KAOUNIS: Relevance and legal conclusion.

16 THE COURT: Overruled. You can answer that  
17 question.

18 THE WITNESS: I believe the City of Los Angeles  
19 has and those funds are often managed by Council Offices,  
20 the CAO. The Mayor's Office recently received an  
21 Encampment Resolution Fund Grant.

22 BY MS. MYERS:

23 Q Do you know where the Mayor's Office Encampment  
24 Resolution Fund -- fund was targeted, the location of the  
25 encampment resolution?

III-304

1 MS. KAOUNIS: Objection. Vague. Relevance.  
2 Legal conclusion.

3 MS. MYERS: I can ask that question again. That  
4 was poorly asked.

5 BY MS. MYERS:

6 Q Is it your understanding that encampment resolution  
7 funds are targeted to specific encampment locations?

8 MS. KAOUNIS: Objection. Vague. Legal  
9 conclusion. Relevance.

10 THE COURT: Overruled. You can answer that  
11 question.

12 THE WITNESS: I can't speak to the breadth of all  
13 Encampment Fund Resolution Fund Grants and what people apply  
14 to, but I can speak to what we applied -- what our office  
15 applied to. They applied to it, though, before it was under  
16 my purview. And I'm aware of what we are awarded and what  
17 it was for.

18 Our Encampment Resolution Fund Grant, we applied  
19 to it after the 10 Freeway fires, and we're targeting an  
20 area underneath the 10 Freeway where there were a number --  
21 there still are a number of encampments. Covers I believe  
22 Council District 1, 9, and 14. And it was a total of about  
23 \$44 million over the course of two and a half years.

24 THE COURT: I want names for a moment. That would  
25 be Deleon's old district in 14. 1 is -- would be --

III-305

1 THE WITNESS: It is Councilmember Hernandez.

2 THE COURT: Hernandez. And 9?

3 THE WITNESS: Councilmember Price. Price.

4 THE COURT: Thank you.

5 BY MS. MYERS:

6 Q And, so, the -- the Encampment Resolution Fund, did  
7 that money go to Inside Safe?

8 MS. KAOUNIS: Objection. Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: This funding was awarded -- I forget  
11 the actual date that it became public. It was sometime in  
12 January or February. We have yet to receive those funds  
13 from the State, but we have every intention -- and that was  
14 what the application was written for -- to use it towards  
15 Inside Safe.

16 BY MS. MYERS:

17 Q Okay. And, so, the encampment resolutions that are  
18 done pursuant to that grant of Encampment Resolution Funds  
19 will be done as part of the Inside Safe Program, is that  
20 correct?

21 MS. KAOUNIS: Objection. Vague. Relevance.

22 THE COURT: As part of the what program?

23 MS. MYERS: Inside Safe Program.

24 THE COURT: Inside Safe. Thank you.

25 MS. KAOUNIS: Objection. Vague. Relevance.

III-306

1 Legal conclusion.

2 THE COURT: Overruled.

3 THE WITNESS: I think it might be actually  
4 important to explain here what the funds are used for for  
5 Inside Safe. So, the cost of Inside Safe is really based --  
6 it's a two-pronged cost. One is the cost of the hotel,  
7 motel leases. I told you about the booking and occupancy  
8 agreements. The average cost of that is about 105 -- you  
9 have to check with the CAO on the actual numbers but about  
10 \$105 per night per bed.

11 Then the other part of the costs for Inside Safe  
12 are the operational services, the residential monitoring,  
13 the three meals a day, the weekly case management, and  
14 that's \$110 per night. And, so, it -- the actual encampment  
15 resolution itself, the act of doing the assessment, the act  
16 of bringing all the departments together so you get consent  
17 from the participant and move them, put them on -- on the  
18 bus and move them into the hotel, there is -- we are not  
19 using our -- our -- the encampment resolution fund grant for  
20 those things.

21 THE COURT: For what?

22 THE WITNESS: For those other things. It's  
23 really --

24 THE COURT: For --

25 THE WITNESS: -- just the hotels and the leases

III-307

1 and the operational services. I should also mention now  
2 that those beds qualify for the Alliance, the operational  
3 services are covered. And, so, the cost of the program is  
4 about \$105 per night for the individuals that are in those  
5 beds, which makes the program about the same cost of all of  
6 the other interim housing beds effective July 1 where the  
7 cost for those beds will be \$89 to \$116 per night.

8           So, I'm not sure if I'm answering your question  
9 about that ERF grant, but if you are trying to get to the  
10 cost of things, I gave you an answer.

11 BY MS. MYERS:

12 Q I was not, although, you know, in the interest of  
13 learning, as -- as Judge Carter points out, great. I'm  
14 really just trying to get at the very narrow question of  
15 whether or not the encampment resolutions that will be done  
16 pursuant to that ERF grant will be part of the Inside Safe  
17 Program. And I -- I understand from your answer, Yes, the  
18 encampment resolutions done under the ERF will be part of  
19 Inside Safe.

20           MS. KAOUNIS: Objection. Asked and answered.  
21 Legal conclusion. Relevance.

22           THE COURT: Overruled. You can answer that.

23           THE WITNESS: The Encampment Resolution Fund Grant  
24 will be used towards the cost of Inside Safe in those  
25 districts.

III-308

1 BY MS. MYERS:

2 Q Okay.

3 A And I explained those two costs.

4 Q Yes.

5 A So, I just want to be very clear it's not District  
6 specific. It's related to those costs in those Districts  
7 for those encampment resolutions.

8 Q Absolutely. And Council District 1, which is Eunisses  
9 Hernandez's District, was recently awarded a Encampment  
10 Resolution Fund Grant from the State of California, is that  
11 correct?

12 MS. KAOUNIS: Objection. Relevance. Rule 403.

13 MS. MYERS: Happy to offer --

14 THE COURT: Thus far I've allowed it assuming that  
15 there was a relevance for the beds that are documented for  
16 Inside Safe which counted in the -- the agreements. That  
17 was one area and the only reason I've allowed the  
18 questioning.

19 The second was the encampment resolution and the  
20 term such as reduction, et cetera, and how this has been  
21 used, including Inside Safe or in these legal documents.  
22 And your offer of proof?

23 MS. MYERS: Sure, your Honor. And I'm -- I'm  
24 asking a -- a number of questions and getting a lot of  
25 information because I'm -- the -- the limited information

III-309

1 that I'm trying to get at is whether or not the City  
2 conducts encampment resolution operations beyond Inside  
3 Safe.

4 THE COURT: Okay.

5 MS. MYERS: And, so, I'm asking about specific  
6 funding opportunities that were provided and whether those  
7 -- that funding is under the purview of Inside Safe, because  
8 if it's not, that gets at the answer to the question, your  
9 Honor.

10 THE COURT: That's what?

11 MS. MYERS: That gets at the answer to the  
12 question, your Honor.

13 THE COURT: Yeah. Yeah. Overruled then. You can  
14 answer the question.

15 THE WITNESS: Can you repeat the question?

16 BY MS. MYERS:

17 Q Sure. Councilmember Hernandez's office, which is  
18 Council District 1, recently received an Encampment  
19 Resolution Fund Grant from the State of California, correct?

20 A Um-hmm.

21 MS. KAOUNIS: Objection. Relevance. Asked and  
22 answered. Calls for a legal conclusion.

23 THE COURT: Overruled. You can answer.

24 THE WITNESS: I believe they did, but every  
25 Council Office can apply to this funding in the way that

III-310

1 they want, and I'm not privy to the details of what their  
2 application was, and I'm not sure who's managing their  
3 grant, if it's the CAO or if they're managing it internally.

4 BY MS. MYERS:

5 Q Okay.

6 A And, so, I -- I can't speak to that.

7 Q And, so, the funds -- the encampment resolutions that  
8 are conducted pursuant to these grants that are awarded  
9 through the City of Los Angeles do not necessarily go  
10 through the Inside Safe Program, is that correct?

11 MS. KAOUNIS: Objection. Asked and answered.  
12 Relevance.

13 THE COURT: Overruled. You can answer.

14 THE WITNESS: Prior -- prior to this upcoming  
15 fiscal year -- the budget has yet to be approved -- Inside  
16 Safe was primarily funded with general funds. In Fiscal  
17 Year 25/26, we plan to use the ERF Fund Grant that we've  
18 recently received towards our Encampment Resolution Program.

19 Now, just because the State has a grant that's  
20 called Encampment Resolution Fund, I can't define -- I don't  
21 know all of the details of how that's defined or how  
22 applicants apply to that funding and what they plan on using  
23 it for.

24 BY MS. MYERS:

25 Q So, if a Council Office uses the encampment resolution

III-311

1 funds to do outreach, identify individuals in an encampment,  
2 identify beds and pay for beds, provide services, bring  
3 people in from those encampments into those beds and provide  
4 services, would you consider that to be an encampment  
5 resolution?

6 MS. KAOUNIS: Relevance. Lack of foundation.  
7 Calls for a legal conclusion.

8 THE COURT: Overruled. I think you already  
9 answered that.

10 MS. KAOUNIS: Incomplete hypothetical.

11 THE COURT: I'll let -- just a moment. I'll let  
12 you answer that again. I think you already answered it.

13 THE WITNESS: Yeah, I believe I have. I've -- I  
14 can define encampment resolution for Inside Safe. The  
15 hypothetical of what a Council Office could potentially do  
16 with funds that they received or awarded from the State with  
17 a grant that's named Encampment Resolution Fund, I really am  
18 having a hard time being able to answer that.

19 BY MS. MYERS:

20 Q Okay. Would you consider a local jurisdiction  
21 providing services and support to people experiencing  
22 homelessness in encampments that results in meaningful paths  
23 to safe and stable housing, would you consider that to be an  
24 encampment resolution?

25 MS. KAOUNIS: Objection, your Honor. Counsel's

III-312

1 reading from a document. Calls for a legal conclusion.

2 Relevance. Asked and answered.

3 THE COURT: Overruled. You can answer that.

4 THE WITNESS: Can you repeat the question?

5 BY MS. MYERS:

6 Q Sure. Would you consider a local jurisdiction  
7 providing services and support to people experiencing  
8 homelessness in encampments that results in meaningful paths  
9 to safe and stable housing, would you consider that to be an  
10 encampment resolution?

11 MS. KAOUNIS: Same objections. I'm also going to  
12 add that it's vague.

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

15 (Pause.)

16 THE WITNESS: For the work that I do, it's about  
17 the person. It is about making sure that individual is met  
18 exactly where they are and they receive the -- the services  
19 and resources that they need in that moment. I've explained  
20 what Inside Safe encampment resolutions are, and I cannot  
21 project other definitions that you're sharing. I just --  
22 I'm having a hard time being able to do that.

23 BY MS. MYERS:

24 Q Okay.

25 A For me in medicine, Diabetes is Diabetes, and there is

III-313

1 a shared definition that everyone has, and it's evidence  
2 based. It's -- it's something that we all thought we -- we  
3 have guidelines to follow. I'm not sure how to answer your  
4 questions in the way that I have been trained to answer  
5 questions.

6 (Pause.)

7 THE COURT: All right, Counsel. Thank you for  
8 your patience. Please continue.

9 MS. KAOUNIS: Your Honor, before we continue, just  
10 does the witness need a restroom break or water or anything  
11 like that?

12 THE COURT: Absolutely.

13 MS. KAOUNIS: We've been going a while.

14 THE COURT: All of you folks are -- all of you  
15 folks are spending the hours. So --

16 MS. KAOUNIS: I just want to check on her.

17 THE COURT: -- would you like a break?

18 THE WITNESS: I would like some water. But,  
19 otherwise, I can keep going.

20 THE COURT: Why don't you step down -- why don't  
21 you step down and get some water.

22 Counsel, would you like to take a break? If so,  
23 how long would you like?

24 MS. KAOUNIS: How long do you have?

25 MS. MYERS: I can't tell you because it depends a

III-314

1 lot on the witness's answers. I'm happy to take a break.

2 I'm also happy to keep going. It's up to the witness.

3 THE COURT: No. All of you work that out. Okay.

4 MS. MYERS: Sorry. I thought I only had a few  
5 questions, but it took longer than I thought.

6 THE COURT: Time out, Counsel. Just meet and  
7 confer for a moment.

8 MS. KAOUNIS: Well, let's at least do 10 minutes  
9 so she can --

10 THE COURT: You can go on tonight. You can start  
11 tomorrow. It's your choice. Why don't you discuss that.

12 (Proceedings recessed briefly.)

13 THE COURT: We're back on the record. And,  
14 Counsel, you'll continue the examination, please.

15 MS. MYERS: Thank you, your Honor. Shayla Myers.  
16 I'm from the Legal Aid Foundation of Los Angeles on behalf  
17 of the Intervenors.

18 BY MS. MYERS:

19 Q Doctor Agonafer, before we went on recess, we were  
20 talking about the definition of an encampment resolution.  
21 Would you define an encampment resolution as working -- as  
22 different departments working together to bring unhoused  
23 residents into -- into shelter?

24 MS. KAOUNIS: Objection. Asked and answered.  
25 Relevance. Calls for a legal conclusion.

III-315

1 THE COURT: Overruled.

2 MS. KAOUNIS: If counsel's reading from something,  
3 introduce it to the witness and ask her about it.

4 THE COURT: Okay. Counsel, I think we can all  
5 guess what she's reading from.

6 MS. KAOUNIS: Can we? I don't know.

7 THE COURT: Well, Counsel, my guess is, just to  
8 help you, remembering the settlement agreement, look at page  
9 two, lines -- paragraph 10 through 15, and that's what she's  
10 probably reading from.

11 BY MS. MYERS:

12 Q I'm just trying to get at what -- what constitutes an  
13 encampment resolution for purposes of the City of Los  
14 Angeles.

15 And, so, is it fair -- is it fair to say that the  
16 purpose of an encampment resolution is to house Angelinos  
17 living in encampments, connect them to services, and prevent  
18 the return to their return to the streets?

19 MS. KAOUNIS: Objection. Lacks foundation.  
20 There's been no evidence at all that this witness was  
21 involved in the negotiation of a contract, that she's  
22 interpreted the contract, or anything of the sort. She's  
23 already given her definition of encampment resolution as it  
24 relates to the Inside Safe Program. Rule 403.

25 THE COURT: Overruled. You can answer it.

III-316

1 THE WITNESS: Again, I've given a definition of  
2 Inside Safe Encampment Resolution Program, and I'm not sure  
3 how to respond to your question.

4 THE COURT: Would you move the mic just a little  
5 closer?

6 THE WITNESS: Sure.

7 THE COURT: Okay. Thank you so much.

8 BY MS. MYERS:

9 Q I mean, I'm happy to answer (sic) it again. I know  
10 there's objections. I'm happy to answer (sic) it again just  
11 to make sure that it's -- that it's clear. Would you say  
12 that -- that an encampment resolution houses Angelinos  
13 living in encampments, connects them to services and  
14 prevents their return to the street?

15 MS. KAOUNIS: Lack -- calls for a legal  
16 conclusion. Rule 403. Asked and answered. Relevance.

17 THE COURT: Do you want to answer one more time?

18 THE WITNESS: Encampments are diverse, filled with  
19 -- with people that come from very different backgrounds.  
20 It is difficult for me to answer your question because the  
21 word "encampment" means something different to everyone.  
22 The word "resolution" means something different to everyone.  
23 And, most importantly, I don't even know if the people  
24 living in these encampments could define it for you either.  
25 The point of all of this work is to ensure that

III-317

1 every individual that is living on the streets is treated  
2 with love and like they are someone's child and someone's  
3 loved one and they are given the services that they need to  
4 be healthy and well if they choose to take them.

5 BY MS. MYERS:

6 Q Which I appreciate. I am just trying to get to the  
7 definition of an encampment resolution. So, I'm just going  
8 to show you what -- to counsel's point, I'm going to show  
9 you what's been marked as Exhibit 44, which is Attachment 5,  
10 an appendix from Mayor's Office of Housing and Homelessness  
11 Solutions. And this is Plaintiff's Exhibit Number 44. I'm  
12 just going to scroll down, and I appreciate the Plaintiffs  
13 providing me this tech to be able to do this.

14 So -- and I just want to point to the Inside Safe  
15 Project description. Can you read that?

16 MS. KAOUNIS: I'm going to object that the entire  
17 document has not been provided to the witness. I made a  
18 request to have hard copies provided to her. She requested  
19 hard copies.

20 THE COURT: Certainly. Give her a hard copy.

21 MS. KAOUNIS: So, she needs a moment to review it.

22 THE COURT: Thank you so much.

23 MS. KAOUNIS: Sure.

24 BY MS. MYERS:

25 Q And this is page 43 of a 45-page document.

III-318

1 A Thank you.

2 MS. KAOUNIS: Well, I'm going to object that we're  
3 asking the witness to interpret a 45-page document.

4 MS. MYERS: I'm actually only referring to  
5 Appendix 5, which is that first page -- which is page 43.  
6 And this is part of a filing in the case and Attachment 5 to  
7 the filing, the appendix from Mayor's Office of Housing and  
8 Homelessness Solutions. It is a filing in this case. And  
9 looking just at the Inside Safe Program description, but  
10 please take your time.

11 (Pause.)

12 THE WITNESS: I am familiar with this report, but  
13 I do want to qualify that I wasn't overseeing the -- the  
14 writing of this report on the date that it was written or  
15 submitted. What was your question?

16 BY MS. MYERS:

17 Q Looking at the first paragraph under the Inside Safe  
18 Program description --

19 A Sure.

20 Q -- defining the Inside Safe Program as to house  
21 Angelinos living in encampments, connect them to services,  
22 and present -- prevent their return to the streets, does  
23 that refresh your recollection about whether that meets the  
24 definition of an encampment resolution?

25 MS. KAOUNIS: Objection, your Honor. That was not

III-319

1 a true reading of the document. There was a lot that was  
2 omitted there. Relevance. Lack of foundation. Hearsay.  
3 Also calls for a legal conclusion.

4 THE COURT: Overruled. You can answer the  
5 question.

6 MS. KAOUNIS: Oh, and assumes that she has a  
7 recollection.

8 THE WITNESS: This paragraph states the  
9 description of Inside Safe, an encampment resolution -- what  
10 I define as an encampment resolution. But I'm not sure --  
11 because there's many of these reports. This report is  
12 produced on a monthly basis. This description evolved over  
13 time with the program, as we've continued to fine tune it.  
14 But that is how I think I described Inside Safe as an  
15 Encampment Resolution Program.

16 BY MS. MYERS:

17 Q Okay. Your counsel asked me to put into evidence what  
18 I was reading from, which I did. And, so, that's what I put  
19 in front of you. And now I'm just asking if that is an  
20 accurate description of what you would consider an  
21 encampment resolution to be?

22 MS. KAOUNIS: For the record, I did not ask for  
23 the document to be put into evidence. I asked for the full  
24 document to be shown to the witness when only a portion of  
25 it was being readed -- being read, and there was no

III-320

1 attribution of the document. Calls for a legal conclusion.

2 THE COURT: Just reask the question, Counsel.

3 BY MS. MYERS:

4 Q That paragraph that -- I'll just -- I'll just ask it  
5 this way. That -- the first sentence for the Inside Safe  
6 Program description, is that to you an accurate description  
7 of what you would consider to be an encampment resolution?

8 MS. KAOUNIS: Relevance and calls for a legal  
9 conclusion. Asked and answered.

10 THE COURT: Overruled.

11 THE WITNESS: The way I read the sentence, it just  
12 -- it -- can I read it out loud?

13 "Inside Safe was launched under  
14 Executive Directive 2 in December 2022  
15 to house Angelinos living in  
16 encampments, connect them to services,  
17 and prevent their return to the street."

18 For me -- and I'm not sure what that hyperlink  
19 links to -- it defines Inside Safe, the program that I  
20 described earlier as a comprehensive person-centered,  
21 community-centered approach to resolving encampments with  
22 individuals who voluntarily come indoors. I don't know if  
23 that is the definition for all encampment resolution  
24 programs, but this is the definition and -- and the way we  
25 describe Inside Safe as a program.

III-321

1 BY MS. MYERS:

2 Q And would you consider that also to be the definition  
3 of an encampment resolution or is this definition specific  
4 only to Inside Safe?

5 MS. KAOUNIS: Objection. I'm sorry. I didn't  
6 hear your question. There's noise in the gallery.

7 THE COURT: I'm sorry. Yeah. Thank you very  
8 much, Counsel.

9 MS. KAOUNIS: Could you repeat your question?

10 THE COURT: I think somebody had their phone on.

11 BY MS. MYERS:

12 Q Looking at that defin -- what I'm asking is is that  
13 definition only Inside Safe or would you consider that also  
14 to be a definition of encampment resolution?

15 MS. KAOUNIS: Objection. Asked and answered.  
16 Calls for a legal conclusion. Rule 403.

17 THE COURT: So far we've had -- just for all of  
18 your memory -- "encampment resolution" means team got the  
19 person indoors. Another statement was by the witness, an  
20 encampment resolution, person voluntarily volunteers for the  
21 program, voluntarily bringing that person indoors and  
22 prevent return to the streets. Now we're on Exhibit 44,  
23 page 43 with the definition of Inside Safe. The question  
24 is?

25 MS. MYERS: Just, your Honor, whether this

III-322

1 definition of Inside Safe --

2 THE COURT: Or is it broader?

3 MS. MYERS: Is it broader, does it include  
4 encampment resolutions or is it -- or is there a distinction  
5 between Inside Safe and encampment resolutions.

6 THE COURT: You can answer that question.

7 MS. KAOUNIS: I want to object for the record.  
8 Still calls for a legal conclusion, and also asked and  
9 answered.

10 THE COURT: Overruled. You can answer -- you can  
11 answer that question.

12 THE WITNESS: This exhibit, the entirety of the  
13 exhibit is the Homeless Emergency Account Report, the 22nd  
14 report as of November 30th, and it includes some funding  
15 recommendations. The CAO includes all of the funding and  
16 resources used towards the program, includes reports on  
17 actual numbers of -- of people brought indoors, et cetera.

18 This section, the appendix, is written by our  
19 Mayor's Office and describes our program, Inside Safe.

20 BY MS. MYERS:

21 Q And I appreciate the description of the exhibit. I'm  
22 asking that -- that paragraph, if that definition is limited  
23 only to Inside Safe or would you consider -- just let's --  
24 let's take Inside Safe out of this. That definition, would  
25 you consider that to be a viable definition of an encampment

III-323

1 resolution?

2 MS. KAOUNIS: Your Honor, asked and answered.

3 Calls for a legal conclusion.

4 THE COURT: No, it hasn't been asked -- answered  
5 yet. You may answer that question.

6 THE WITNESS: I think I've stated that the term  
7 "encampment" varies depending on who you ask. The term  
8 "resolution" varies by who you ask. This definition here is  
9 quite literally a program description. I am -- I'm not sure  
10 how else to answer your question.

11 BY MS. MYERS:

12 Q Let me ask this. Is the term "encampment resolution"  
13 used in the Mayor's Office outside of the Inside Safe  
14 Program?

15 MS. KAOUNIS: Objection. Lacks foundation. Calls  
16 for speculation. Relevance. Legal conclusion. She doesn't  
17 know how it's used by other people in the office.

18 THE COURT: Overruled. You can answer that  
19 question.

20 THE WITNESS: I -- we talk about Inside Safe. We  
21 talk about operations. I think for other folks, we try to  
22 describe it in a way that they would understand it,  
23 understanding that every term is vague. I think you know an  
24 Inside Safe operation when you see it before and after.  
25 And, so, I'm not -- I can't speak to how everybody speaks

III-324

1 about encampment resolutions or Inside Safe, but I know that  
2 when I'm talking to my team, when I'm talking to our  
3 partners, they understand the program to mean this. These  
4 are -- this is what we're doing on a day to day.

5 BY MS. MYERS:

6 Q And encampment resolutions, are you -- I'm asking  
7 specifically about that term. I understand you want to talk  
8 about Inside Safe, but I understand from your prior  
9 testimony that your role within the Mayor's Office is  
10 significantly broader than just the Inside Safe Program,  
11 correct?

12 MS. KAOUNIS: Objection. Misstates prior  
13 testimony.

14 THE COURT: Overruled.

15 MS. KAOUNIS: Asked and answered.

16 THE COURT: Overruled.

17 THE WITNESS: I think what I said was that my role  
18 in January of this year evolved to include efforts to  
19 prevent homelessness, which are outside Inside Safe,  
20 unsheltered homelessness, sheltered homelessness, the  
21 production of affordable housing.

22 BY MS. MYERS:

23 Q So, broader than Inside Safe?

24 A I do a number of things with a number of other  
25 departments.

III-325

1 Q Sure. And -- and I'm just asking if in your work on  
2 homelessness, as the Deputy Mayor of Homelessness and  
3 Community Health, if you use the term "encampment  
4 resolution" outside of describing the Inside Safe Program?

5 MS. KAOUNIS: Your Honor, 403. Asked and  
6 answered. Relevance. Calls for a legal conclusion.  
7 This --

8 THE COURT: It hasn't been answered yet, your  
9 Honor. Overruled.

10 THE WITNESS: I talk about a number of things  
11 within the homelessness space and within the housing space,  
12 within the healthcare space. I do a lot of translating  
13 between all three sectors so that we can enhance the -- the  
14 service delivery for every single person across the City of  
15 Los Angeles. And, so, I'm not sitting around defining  
16 things with every single partner every day. So, I'm, again,  
17 unsure of how to answer your question.

18 BY MS. MYERS:

19 Q Okay. You haven't answered my question. Let me  
20 reframe it.

21 A Okay.

22 Q Are you aware of the term "encampment resolution"  
23 within the context of the Homeless Service Delivery System?

24 MS. KAOUNIS: Objection. Vague. Calls for a  
25 legal conclusion.

III-326

1 THE COURT: Overruled.

2 MS. KAOUNIS: And relevance.

3 THE COURT: Overruled.

4 (Pause.)

5 BY MS. MYERS:

6 Q There's a -- there is a question pending. Do you need  
7 me to restate the question?

8 A Sure.

9 Q Okay. Are you aware of the term "encampment  
10 resolution" within the context of the Homeless Service  
11 Provision within the City of Los Angeles?

12 MS. KAOUNIS: Objection. Vague. Relevance.  
13 Calls for a legal conclusion.

14 THE COURT: Overruled.

15 THE WITNESS: Again, the term "encampment  
16 resolution" can be defined differently by folks in the  
17 Homeless Services sector.

18 BY MS. MYERS:

19 Q Great. How do you define it?

20 MS. KAOUNIS: Objection. Asked and answered.  
21 Calls for a legal conclusion. Relevance.

22 THE COURT: She has on two occasions now stated  
23 her definition of a person volunteering for this program and  
24 voluntarily bringing that person indoors and preventing the  
25 return to the street.

III-327

1 MS. MYERS: And is that specifically to encampment  
2 resolutions or Inside Safe, your Honor?

3 THE COURT: That was to Inside Safe.

4 MS. MYERS: Exactly, your Honor. And that's  
5 specifically what I'm getting at.

6 THE COURT: Oh, encampment resolutions. You can  
7 ask that question.

8 MS. KAOUNIS: Okay. Asked and answered. Calls  
9 for a legal conclusion. Rule 403.

10 THE COURT: Overruled.

11 THE WITNESS: As I mentioned earlier, when it  
12 comes to terms that have variable definitions, based off my  
13 training and practice as a healthcare provider, a physician,  
14 a researcher, I am uncomfortable defining it when I know  
15 that there are different definitions for different  
16 stakeholders. And at the end of the day, for my patients,  
17 for the person I'm serving, I'm not sure if it makes a  
18 difference.

19 BY MS. MYERS:

20 Q So, you don't have a definition of encampment  
21 resolution that you want to share with the Court today?

22 A That's not what I said.

23 MS. KAOUNIS: Objection. Relevance.

24 BY MS. MYERS:

25 Q Different question.

III-328

1 MS. KAOUNIS: Hold on, Counsel. Relevance. Calls  
2 for a legal conclusion. I apologize to the Court for  
3 directing my comments to counsel.

4 THE COURT: All right. Just reask the question.  
5 BY MS. MYERS:

6 Q So, you don't have a definition of encampment  
7 resolution -- given -- given your prerogative about not  
8 wanting to define things because of the impact on the people  
9 that you serve, you don't want to give this Court today your  
10 definition of an encampment resolution?

11 MS. KAOUNIS: Objection. Relevance.

12 THE COURT: It's also --

13 MS. KAOUNIS: Calls for a legal conclusion.

14 THE COURT: It's also argumentative. Just ask a  
15 question.

16 MS. KAOUNIS: Yeah, argumentative.

17 BY MS. MYERS:

18 Q As you sit here today, do you have a definition of  
19 encampment resolution that you are willing to share with the  
20 Court?

21 MS. KAOUNIS: Objection. Asked and answered.  
22 Lack of foundation. Relevance. 403.

23 THE COURT: I'll go back through the record, but  
24 I'm not positive. I thought that that prior answer  
25 pertained to Inside Safe. It could have been a broader

III-329

1 question, but my memory was Inside Safe as to both the prior  
2 answers. This includes a broader definition concerning  
3 encampment resolution. And your position?

4 THE WITNESS: Inside Safe is the program that I'm  
5 operating right now. Inside Safe is the program that I'm  
6 operating right now, along with a number of others and  
7 working with each of the departments to address the  
8 complexity of this homelessness crisis. More than -- I  
9 mean, there are multiple issues that we are facing all at  
10 the same time, unsheltered folks on the streets, on folks  
11 living in interim housing, and those that are on the brink  
12 of losing everything. And, so, I'm really having a hard  
13 time with this line of questioning because I'm not sure what  
14 the purpose of it is.

15 BY MS. MYERS:

16 Q Okay. I'm going to -- assuming that that is your  
17 answer to my last question, I'm going to move on. You  
18 previously testified that you are familiar with the LA  
19 Alliance Settlement. Is that accurate?

20 MS. KAOUNIS: Object. Misstates prior testimony.

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

23 THE WITNESS: I am generally aware of the Alliance  
24 Settlement. I'm here in court.

25 //

III-330

1 BY MS. MYERS:

2 Q As are many of us.

3 THE COURT: We just got call from GSA. The lights  
4 will not turn on past 7:00. So, the administration has been  
5 very generous, but at 7 o'clock, the lights go out. So,  
6 we'll all be here in the dark with candles. I'm just  
7 kidding you. You'll have to vacate at 7 o'clock. Okay.  
8 So, till 7 o'clock. All right.

9 BY MS. MYERS:

10 Q Okay. I'm going to show you what's been marked as  
11 Exhibit 25, which is the settlement agreement that I know  
12 you're aware of since you're here in court. And is this the  
13 settlement agreement that you're aware of?

14 A This is the same document that was given to me earlier?

15 Q Yes.

16 A I'm sorry. Repeat the question.

17 THE COURT: I'm sorry, Counsel. I was just asking  
18 her to call our court administrator and say that -- to thank  
19 him for the generosity of staying until 9:00 o'clock but  
20 that we're going to vacate at 7:00. He may not know that.

21 Okay. Now restate the question, Counsel. I'm  
22 sorry.

23 BY MS. MYERS:

24 Q I'm providing to you on the screen Exhibit 25. Is this  
25 the settlement agreement that you're familiar with related

III-331

1 to this case?

2 MS. KAOUNIS: Asked and answered. I think she had  
3 looked at it preciously.

4 MS. MYERS: Yes. Your Honor had asked me to  
5 repeat the question.

6 MS. KAOUNIS: Oh, I apologize. Do you have a hard  
7 copy in front of you?

8 THE WITNESS: Yes, I do.

9 MS. KAOUNIS: I just want to make sure.

10 THE WITNESS: Yes, this is the document.

11 BY MS. MYERS:

12 Q Okay. I Just want to make sure we're all talking about  
13 the same document. Okay. And you've seen this document  
14 before?

15 A I have --

16 MS. KAOUNIS: Asked and answered.

17 BY MS. MYERS:

18 Q Do you -- do you play a role in -- are you aware that  
19 the City of Los Angeles submits reports related -- quarterly  
20 reports related to their compliance with the settlement  
21 agreement?

22 MS. KAOUNIS: Objection. Vague. We're talking  
23 about the settlement agreement that's Exhibit 25?

24 MS. MYERS: This settlement agreement, yes.

25 MS. KAOUNIS: Um-hmm.

III-332

1 THE WITNESS: I am aware that the CAO's Office  
2 works to submit this report on a quarterly basis.

3 BY MS. MYERS:

4 Q Okay. And do you play any role in reporting the  
5 milestones related to the LA Alliance Settlement Agreement?

6 MS. KAOUNIS: Objection. Calls for speculation.  
7 Lack of foundation. Legal conclusion. Vague.

8 THE COURT: Overruled. You can answer that  
9 question about quarterly reports.

10 THE WITNESS: I'm not sure if I actually receive  
11 the reports myself, but I am aware that the CAO submits  
12 those reports.

13 BY MS. MYERS:

14 Q Great. That's a little bit of a different question.  
15 Are you -- do you participate in the preparation of those  
16 quarterly reports?

17 MS. KAOUNIS: Vague. Relevance. Lacks  
18 foundation.

19 THE COURT: Overruled. You can answer the  
20 question.

21 THE WITNESS: No, I do not.

22 (Pause.)

23 BY MS. MYERS:

24 Q So, you don't -- you don't play any role in the  
25 preparation of the quarterly reports that are submitted by

III-333

1 the City to --

2 MS. KAOUNIS: Objection. Asked and answered.

3 THE COURT: I think it's clear she said she did  
4 not.

5 MS. MYERS: Sorry. I was just regrouping after my  
6 technical fail.

7 THE COURT: That's fine.

8 BY MS. MYERS:

9 Q Okay. What is your under -- you previously testified  
10 that your understanding of the goals of this litigation was  
11 around street cleanings and beds, is that correct?

12 MS. KAOUNIS: Objection. Misstates prior  
13 testimony. Relevance.

14 THE COURT: Overruled.

15 THE WITNESS: I think I said something to that  
16 effect, yes.

17 BY MS. MYERS:

18 Q Okay. And what is your understanding about the goals  
19 in this case related to beds?

20 MS. KAOUNIS: Objection. Vague.

21 THE COURT: The goals in the what?

22 MS. MYERS: Related to beds.

23 MS. KAOUNIS: Objection. Vague. Lack -- lack of  
24 foundation. Calls for a legal --

25 THE COURT: Vague. Sustained.

III-334

1 MS. KAOUNIS: -- conclusion.

2 THE COURT: It's vague. Sustained.

3 MS. KAOUNIS: Oh, thank you.

4 BY MS. MYERS:

5 Q Okay. When you said that your understanding of -- that  
6 the goals related to the settlement agreement are around  
7 street cleanings and beds, what did you mean by street  
8 cleanings?

9 MS. KAOUNIS: Objection. Vague.

10 THE WITNESS: My involvement in the day to day of  
11 reporting -- tracking this, reporting this is -- is not --  
12 it doesn't happen. I generally have an awareness. I hear  
13 reports from CAO. I'm not sure if I even get the reports in  
14 my email inbox.

15 THE COURT: My apologies.

16 (Pause.)

17 BY MS. MYERS:

18 Q Going back to your -- to the question --

19 THE COURT: Counsel, Counsel.

20 (Pause.)

21 THE COURT: Counsel, your question? I'm sorry.

22 MS. MYERS: Apologies, your Honor.

23 BY MS. MYERS:

24 Q When you referred to the goals of the settlement being  
25 around street cleaning and beds --

III-335

1 A Um-hmm.

2 Q -- what did you mean by that?

3 MS. KAOUNIS: Objection. Asked and answered.

4 THE COURT: Overruled.

5 MS. KAOUNIS: Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: Again, my role in -- in submitting  
8 reports is limited, nonexistent, and what I meant by that is  
9 my sort of big picture understanding of what the milestones  
10 are.

11 BY MS. MYERS:

12 Q And where did you come by that understanding of your  
13 big picture understanding of what the milestones are?

14 MS. KAOUNIS: Objection. Deliberative process.  
15 Privilege. Attorney-client privileged. Relevance.

16 THE COURT: Would you repeat that? It was too  
17 quick, hard to absorb.

18 BY MS. MYERS:

19 Q Where did you come upon this understanding of what the  
20 milestones are as being about street cleaning and beds?

21 MS. KAOUNIS: Object --

22 THE COURT: I'm worried about any conversation you  
23 might have had with the Mayor or members of the Council or  
24 the President, et cetera.

25 (Pause.)

III-336

1 THE COURT: I'm going to sustain that objection.

2 MS. MYERS: No further questions, your Honor,  
3 although I reserve the right to ask further questions of  
4 cross after the direct.

5 THE COURT: The City?

6 MS. KAOUNIS: Yes. Counsel, do you have an  
7 estimate -- are you going to be asking questions?

8 (Pause.)

9 THE COURT: Well, it depends upon what you ask.  
10 So, why don't we just get started with the time we have.

11 MS. KAOUNIS: Yes. Absolutely.

12 FURTHER CROSS EXAMINATION

13 BY MS. KAOUNIS:

14 Q Doctor Agonafer, can you please describe your  
15 background?

16  
17 THE COURT: I'm sorry. Would you restate your  
18 name just because of CourtSmart?

19 MS. KAOUNIS: Of course.

20 THE COURT: Thank you.

21 MS. KAOUNIS: Angelique Kaounis for the City, with  
22 Gibson, Dunn and Crutcher.

23 BY MS. KAOUNIS:

24 Q Doctor Agonafer, could you please briefly describe your  
25 background?

III-337

1 A Sure. I am an internal medicine physician, community  
2 engaged researcher and a medical educator. I have dedicated  
3 my career to serving vulnerable populations, primarily  
4 because I'm a product of them and sort of got pulled into  
5 homelessness because of my lived experience and my patient  
6 care, not being able to prescribe the thing that my patients  
7 actually needed, a house, income. I could prescribe all  
8 kinds of medications but not the things that actually make  
9 them healthy and well.

10 Q And where did you go to school?

11 A I've been on a journey. I went to USC for undergrad  
12 and studied biochemistry. Got a Bachelor's of Science, then  
13 went on to do a post doc at U.S. Davis, followed by being  
14 part of the second cohort of the UCLA Charles Drew PRIME  
15 Program. It's a full degree program where I got both my  
16 medical degree and a Master's in Public Health with Health  
17 Policy and Management focus. Then went on to go to my first  
18 choice residency program, UPMC in -- in Pittsburgh, and  
19 completed my internal medicine residency and was selected  
20 amongst one of the largest internal medicine residency  
21 programs to be the Chief Resident of the VA Pittsburgh's  
22 Quality and Safety Program.

23 I then came back to my hometown of Los Angeles and was  
24 a UCLA National Clinician Scholar where I developed my  
25 academic career and research focus. I did -- I can tell you

III-338

1 about my community-engaged research if you're interested,  
2 but I also got a Master's of Science in Health Policy and  
3 Management with an emphasis on implement of science.

4 After that, went on to become faculty at Kaiser School  
5 of Medicine as Assistant Professor in the Department of  
6 Health Systems Science where I taught my students about  
7 social determinates of health and the concept of systems,  
8 integrating with each other to improve quality and  
9 population health at large.

10 And then I was fortunate to be selected as a White  
11 House Fellow in the Biden/Harris administration and was  
12 placed in the Department of Housing and Urban Development  
13 with Secretary Fudge where I served as a senior advisor,  
14 focus on integrating health and homeless services.

15 I then returned back home because home is where my  
16 heart was, and continued teaching before the -- I taught  
17 while continuing to work at Twin Towers Correctional  
18 Facility. So --

19 THE COURT: At what?

20 THE WITNESS: Twin Towers Correctional Facility.  
21 So, I worked per diem at Twin Towers on the weekends since I  
22 was a scholar actually, and then I came on as a consultant  
23 for Mayor Bass, and then about nine months later was asked  
24 to become the Deputy Mayor of Homelessness and Community  
25 Health.

III-339

1 BY MS. KAOUNIS:

2 Q And during your time at UCLA, were you involved in any  
3 clinical programs?

4 A I did a couple of stints at UCLA. As a medical student  
5 -- I think I mentioned this before -- I have trained and  
6 researched and practiced across a number of -- of healthcare  
7 delivery systems in the region, including the County system.  
8 I -- my clinical practice in the last several years has  
9 really been focused on my weekend work at Twin Towers,  
10 working in the inmate reception center where people come in  
11 and out of the facility.

12 Q Have you heard of a program called Happy Feet?

13 A Oh, Happy Feet was a foot health clinic. So, I was  
14 part of that UCLA Charles Drew PRIME Program, a dual degree  
15 program with 17 incredible people. We were the second  
16 cohort. We were told, Here's \$1,000. Do something with an  
17 underserved population of your choosing, and just make sure  
18 it's sustainable. We didn't really know. We were -- we  
19 didn't even -- we were first year medical students. We came  
20 to Skid Row and interviewed different people and asked them,  
21 what their primary asset was and learned that on average,  
22 they walk about 11 miles a day. Their primary asset was  
23 their feet. And before I learned how to diagnose and treat  
24 disease, we did a foot health clinic with podiatrists that  
25 still goes on today. It's operated by undergrads at UCLA.

III-340

1 Q You were asked a lot of questions about the settlement  
2 agreement in this case. Are you in charge of interpreting  
3 the Alliance Settlement Agreement for the Mayor's Office?

4 A I am many things, like I mentioned, but I'm not a  
5 lawyer, and that is not my role. My role is primarily to  
6 implement the Mayor's priorities and her initiatives,  
7 including -- initially it was the Collaborative for  
8 Substance Use Care. Then it became Inside Safe. Then it  
9 became broader. But it is not to interpret legalese.

10 Q And can you explain just for a minute what the  
11 Collaborative is?

12 A Oh, yes. The Collaborative is a pilot for people  
13 experiencing homelessness where we screen people  
14 experiencing homelessness for substance use disorder. Most  
15 of the data that exists out there is from the point in time  
16 count, an annual point in time count where you go out in the  
17 middle of the night, ask people all kinds of vulnerable  
18 questions, including their housing status, and you sort of  
19 expect them to tell you also about their mental health and  
20 substance use disorder. If you're lucky, you'll get a real  
21 answer.

22 The Collaborative uses the same sort of foundation of  
23 the Inside Safe field intervention team. As you're building  
24 trust with that person on the street, you're screening them  
25 for their readiness for change or if -- if they, you know,

III-341

1 are not ready to change.

2       So, the screening tool is brief. It's not a medical  
3 screening tool and assesses do you want to use safely, do  
4 you want outpatient treatment, do you want inpatient  
5 treatment. And for those that want to use safely or got to  
6 outpatient treatment, we connect them with the County  
7 resources that are available. For those that are interested  
8 in inpatient treatment, which is defined as withdrawal  
9 management, 24/7 residential monitoring or Sober Living, we  
10 have five contracted treatment centers that will get on the  
11 phone with the participant, conduct a clinical assessment  
12 and determine their eligibility. And if there's a bed  
13 available, they'll come inside. Typically, their Medi-Cal  
14 or Medicaid Insurance pays for it. But if it doesn't, we  
15 use our Opioid Tobacco Settlement funds to -- to pay for  
16 that for as long as the person needs.

17       We do those assessments on the street with our field  
18 intervention team, our Circle team. And we also have worked  
19 with service providers to start doing those screenings.  
20 We've also worked with LAHSA to embed that screening into  
21 HMIS and are continuing to train them to be better at -- at  
22 doing these screenings for us.

23 Q     Thank you. You mentioned you're not a lawyer. I just  
24 want to circle back to that quickly. You've heard of the  
25 Roadmap Settlement?

III-342

1 A I have heard of it. I was not here when this  
2 settlement was agreed upon, but I've heard of it.

3 Q You -- you said you weren't here when it was agreed  
4 upon. Is it your job to interpret the Roadmap Settlement?

5 A No, it is not.

6 Q And you were not -- sorry. Strike that.

7 Were you here when the settlement agreement that is in  
8 this case was entered into?

9 A No, I was not.

10 Q You mentioned also bringing people in -- indoors as a  
11 community. Can you tell me a little bit more about that  
12 outreach component of the Inside Safe Program?

13 A Sure. I've got a team of 18 individuals with different  
14 types of lived experience that takes the Council Office  
15 priorities, assesses each of their sites, talks to these  
16 individuals with all of their hearts, and assesses whether  
17 or not they're ready to come inside.

18 Because of the relationships built in that planning  
19 phase of things, the participants are excited to see them  
20 when they come back and check in on them at the hotel or  
21 when the street medicine team comes and checks in on them at  
22 the hotel.

23 We've had instances where some folks come inside and  
24 become really ill and end up in the hospital. Our team  
25 checks in on them there too. I've checked in on a patient.

III-343

1        So, the outreach is really intended to, you know, stay  
2 alongside that person for as long as they want us to,  
3 support LAHSA, the LAHSA and the -- the contracted service  
4 providers to be able to optimize their work, and there's  
5 always room for improvement. And, so, the team is actually  
6 really good at identifying those -- those opportunities  
7 because they hear it straight from the participant.

8 Q        Do you have any sense of how many offers of shelter are  
9 actually accepted in the Inside Safe Program by the  
10 individuals who are asked?

11 A        I don't have the exact number, but it is a majority of  
12 the encampment that says, Yes, I want to come inside,  
13 primarily because of the social network being maintained  
14 when they're offered housing. Most -- most folks will see  
15 one person say yes and want to join their friend or, you  
16 know, their neighbor. So, a majority of them tend to say  
17 yes on the -- on the first operation. There are some that  
18 say no and they're not ready for a variety of reasons. And,  
19 for them, we come back when we do our repopulation  
20 management, and when they're ready, we're there.

21 Q        So, when the City -- when the City offers someone a  
22 bed, that doesn't necessarily mean that bed is going to get  
23 occupied by that person, right?

24 A        Yeah. For all -- for all City programs. Part of all  
25 of this is -- is the person's choice. Just like in

III-344

1 medicine, I -- I think I referenced Diabetes before. I --  
2 I've got to meet my patient exactly where they are in that  
3 moment. Even my mom with Diabetes, it's hard to get her to  
4 take her meds too. And, so, the same applies with housing.

5 Q Are there -- you touched on this briefly in your  
6 testimony. Are there eligibility requirements for Inside  
7 Safe?

8 A Inside Safe is an adult interim housing program. So,  
9 anyone over the age of 18 is -- is eligible. However, there  
10 are a number of scenarios or situations in which a person  
11 may not thrive in -- in a hotel setting, and that's why in  
12 that assessment phase the team works to identify if there  
13 are additional needs. We work with LAHSA. We work with the  
14 County and all of their outreach teams to figure out if a  
15 person needs a higher level of care.

16 Q When you gave your view earlier today with regard to  
17 the definition of encampment resolution as it relates to  
18 Inside Safe, were you attempting to define for the Court  
19 what that term means under the Alliance Settlement  
20 Agreement?

21 A No, because I wasn't here when that settlement  
22 agreement was made.

23 Q And when you gave that definition to the Court, were  
24 you attempting to define for the Court what it means under  
25 the Roadmap Agreement?

III-345

1 A No, I was not. I wasn't here when those -- when that  
2 agreement was made.

3 MS. KAOUNIS: That's all I have.

4 (Pause.)

5 THE COURT: And redirect?

6 MR. UMHOFFER: Yes, your Honor.

7 REDIRECT EXAMINATION

8 BY MR. UMHOFFER:

9 Q Doctor Agonafer, were you at the State of the City  
10 Address that the Mayor gave I believe just days ago -- or  
11 one month ago, I apologize?

12 A I wasn't physically in the room. It was at capacity.  
13 I was upstairs in my office, and I watched it on -- on the  
14 computer.

15 Q Did you hear this portion of the State of the City  
16 Address?

17 MS. KAOUNIS: Objection. Foundation.

18 THE COURT: Overruled. I imagine that we'll  
19 recognize Mayor Bass's voice.

20 (Video played.)

21 BY MR. UMHOFFER:

22 Q Now, did you hear the Mayor say that in light of the  
23 audits that confirmed what we already know, the system is  
24 broken? Did you hear that part?

25 MS. KAOUNIS: Objection. Relevance.

III-346

1 THE COURT: Overruled.

2 THE WITNESS: I just heard it.

3 BY MR. UMHOFFER:

4 Q Do you know what the Mayor meant -- do you have an  
5 understanding of what the Mayor meant when the Mayor  
6 referenced audits?

7 MS. KAOUNIS: Relevance. Lack of foundation.  
8 Calls for a legal conclusion.

9 THE COURT: Speculation. Sustained.

10 BY MR. UMHOFFER:

11 Q Has the Mayor ever used this language in public around  
12 you before, The system is broken?

13 MS. KAOUNIS: Vague. Lack of foundation.  
14 Relevance.

15 THE COURT: It also can go to communications,  
16 Counsel, and the privilege. Sustained.

17 MR. UMHOFFER: I limited my question to in public.

18 THE COURT: Oh, in public.

19 MR. UMHOFFER: In public.

20 THE COURT: Overruled. You can answer the  
21 question. Have you --

22 BY MR. UMHOFFER:

23 Q Have you ever heard the Mayor say --

24 THE COURT: You heard her say that in public?

25 THE WITNESS: She may have said it in public. I

III-347

1 don't remember if there's an exact moment you're referring  
2 to.

3 BY MR. UMHOFFER:

4 Q Do you have an understanding based on the public  
5 statements of the Mayor what the Mayor means when the Mayor  
6 says regarding homelessness, that the system is broken?

7 MS. KAOUNIS: Relevance. Lack of foundation.  
8 Deliberative process privilege. Calls for speculation.

9 THE COURT: Well, I'm not going to ask you to  
10 speculate on that.

11 THE WITNESS: Okay.

12 THE COURT: Sustained. Yeah.

13 BY MR. UMHOFFER:

14 Q In public, have you heard the Mayor refer to audits  
15 concerning homelessness?

16 MS. KAOUNIS: Objection. Relevance.

17 THE COURT: Could you -- could you state that  
18 again?

19 BY MR. UMHOFFER:

20 Q In public, have you heard the Mayor refer to audits  
21 regarding homelessness?

22 MS. KAOUNIS: Objection. Relevance.

23 THE COURT: Overruled. You can make that -- you  
24 can answer that question, have you heard this in public, and  
25 not in any conversation --

III-348

1 THE WITNESS: Yeah.

2 THE COURT: -- you know, privately with --

3 THE WITNESS: Absolutely.

4 THE COURT: -- inside your offices, et cetera.

5 THE WITNESS: I don't recall a specific time, but  
6 she may have, but I don't know what you're referring to or  
7 which audit you're referring to.

8 BY MR. UMHOFFER:

9 Q Do you agree with the Mayor that when it comes to  
10 homelessness, the system is broken?

11 MS. KAOUNIS: Relevance. Lack of foundation.  
12 Vague. Calls for speculation.

13 THE COURT: You can answer that question in your  
14 position. Overruled.

15 THE WITNESS: My perspective, homelessness is this  
16 complex thing. I think earlier I described -- maybe it was  
17 to you -- the diversity of the population that can  
18 experience housing instability or being on the street or  
19 living in a shelter. It is difficult to meet every  
20 individual where they are and create a system that is  
21 flexible enough to do so but also I think we have to  
22 acknowledge that the system involves a lot of different  
23 stakeholders. I'm from healthcare. I know how to speak  
24 healthcare. Speaking to a homeless service provider or  
25 somebody in social services where they use a different

III-349

1 language, they have a different funding stream, they collect  
2 data in a different way than I do in healthcare, in order  
3 for the two of us to be able to work together, we have to be  
4 able to translate spaces.

5           Then you look at the housing sector, the folks  
6 that develop units and work on all the permits and the  
7 financing to make those units stand up. They speak another  
8 language.

9           The thing that's common across all three of those  
10 sectors is we share the same person who's supposed to be  
11 served by those services and housed by those units. And,  
12 so, there's work to be done to translate those spaces.  
13 Aligning the funding streams is going to be difficult, but I  
14 believe that I was asked to come onto this job because I can  
15 be a translator, because I know what the experience is like  
16 from the person that's living it, and that's what the system  
17 requires.

18           So, to answer your question about what the Mayor  
19 was thinking, I can't speak to what the Mayor was thinking  
20 and where she was coming from with her statements, but I  
21 just shared my own.

22 BY MR. UMHOFFER:

23 Q     Do you disagree with the Mayor when she says the system  
24 is broken?

25           MS. KAOUNIS: Objection. Asked and answered.

III-350

1 Lack of foundation. Calls for speculation. Vague.

2 THE COURT: Overruled. You can answer that  
3 question from your own perspective.

4 THE WITNESS: From my own perspective, systems are  
5 made up of people just as diverse as the population that  
6 we're trying to serve. And in order for us to be able to  
7 serve them effectively, all people have to work together.  
8 And there's always room for improvement. I do it in  
9 medicine. I'm doing it now as I integrate spaces and try to  
10 optimize the work. That's my answer.

11 BY MR. UMHOFFER:

12 Q Is the system broken when it comes to homelessness in  
13 Los Angeles?

14 THE COURT: This is --

15 MS. KAOUNIS: Asked and answered. Vague.

16 THE COURT: this is from your perspective, not --  
17 not the Mayor's.

18 THE WITNESS: Understood. Understood.

19 MS. KAOUNIS: Relevance. Calls for speculation.

20 (Pause.)

21 THE WITNESS: I only know how to answer this  
22 question with analogy from medicine. In medicine I'm not  
23 allowed to operate in the gray. When someone has a disease,  
24 they are diagnosed with a disease based off of evidence.  
25 When someone -- I offer them treatment, there are a number

III-351

1 of options that I can offer them. So, I can't tell you that  
2 the system is broken. I think that the system needs all  
3 sectors to work together to optimize the care for the people  
4 being served.

5 BY MR. UMHOFFER:

6 Q I'm going to ask again, is the homelessness system in  
7 Los Angeles broken?

8 MS. KAOUNIS: Same objections.

9 THE COURT: Why don't you answer it one more time.

10 MS. KAOUNIS: Asked and answered.

11 THE COURT: One more time.

12 THE WITNESS: As a White House fellow, when I went  
13 around the nation and saw homelessness across the country,  
14 it looked so different from one city to the next. Part of  
15 the reason why I came back home is because I knew that if we  
16 could solve for homelessness here, because LA, the City and  
17 the County, is so diverse and it looks different when you go  
18 to South LA, Skid Row, Westside, Eastside.

19 THE COURT: Just a moment. I'm going to stop the  
20 comment in the gallery. Okay. Clear?

21 (No audible response.)

22 THE COURT: All right. Thank you. Counsel?

23 MR. UMHOFFER: Oh, I'm --

24 THE WITNESS: I want to finish.

25 MR. UMHOFFER: She's still talking.

III-352

1 THE COURT: Pardon me?

2 MR. UMHOFFER: I believe she's still talking.

3 THE COURT: Okay. Go ahead.

4 THE WITNESS: If we could solve it across the  
5 regions of Los Angeles, we could solve it across the nation.

6 BY MR. UMHOFFER:

7 Q Have you reviewed the A and M audit?

8 A Actually, because the interim auditor --

9 MS. KAOUNIS: Objection. Relevance.

10 MR. UMHOFFER: Your Honor, I believe there's an  
11 objection.

12 THE COURT: Overruled. You can answer that  
13 question.

14 THE WITNESS: Sure. The interim auditors actually  
15 visited an Inside Safe operation. They shadowed the team.  
16 they met with the team to learn their process. So, yes, I  
17 did review -- scan -- it's a lengthy report -- I reviewed  
18 the report mostly to see if they captured the program  
19 correctly and to see if there was anything that I needed to  
20 remedy as the supervisor of the program.

21 BY MR. UMHOFFER:

22 Q So, you're the Deputy City Mayor for Homelessness, and  
23 you skimmed a court ordered audit --

24 MS. KAOUNIS: Objection.

25 //

III-353

1 BY MR. UMHOFFER:

2 Q -- on homelessness?

3 MS. KAOUNIS: Objection. Misstates testimony.  
4 Lacks foundation. Relevance.

5 THE COURT: Would you --

6 MS. KAOUNIS: And argumentative.

7 THE COURT: Would you ask that question again?

8 BY MR. UMHOFFER:

9 Q But you're the Deputy City Mayor on Homelessness, and  
10 you just skimmed an audit, court ordered audit on  
11 homelessness?

12 MS. KAOUNIS: Objection. Lacks foundation.  
13 Relevance. Misstates her testimony. Argumentative.

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

16 THE WITNESS: As I stated, because the -- the  
17 auditors came to Inside Safe, I scanned, reviewed a lengthy  
18 report. I receive a number of emails and reports on a day  
19 to day. I understand the importance of the audit because it  
20 was court ordered, but I also have a job to do and people to  
21 serve.

22 BY MR. UMHOFFER:

23 Q Did the audit identify things that were broken in the  
24 homelessness system in Los Angeles?

25 MS. KAOUNIS: Objection. Lacks foundation. Calls

III-354

1 for speculation. Relevance. Hearsay. Document speaks for  
2 itself.

3 THE COURT: Overruled.

4 THE WITNESS: The audit spans a time period. If  
5 you could remind me the exact time period. I believe it's  
6 only -- it covers the first year of the Inside Safe Program.  
7 It -- and what I struggled with when I read it, skimmed it,  
8 was the framing of it all together. I think their directive  
9 was to cover Roadmap Settlement Agreement, the Alliance  
10 Agreement, and Inside Safe Encampment -- the Citywide  
11 Encampment Resolution Program that I've described at length.  
12 And, for me, the framing of it, it was -- it was comparing  
13 apples to oranges to potato chips. The Roadmap has a number  
14 of services that are embedded within that agreement, things  
15 like tiny homes, Project Home Keys, safe parking, time  
16 limited subsidies. Alliance at least for the time frame of  
17 the report had a couple of interim housing sites, and then  
18 Inside Safe, I've -- I've told -- I've explained to the  
19 Court, to you, what the entirety of what that is. And, so,  
20 for me, what I struggled with as I read the report is the  
21 framing of it all, the time frame, how do I compare, what  
22 were the data sources, are they statistically significant,  
23 because, first and foremost, I'm a physician and a  
24 researcher. So, I -- I look at documents like that with  
25 that level of -- of questioning.

III-355

1 BY MR. UMHOFFER:

2 Q After you skimmed the report, did you identify anything  
3 that you intended to do to change what you're doing at the  
4 City around homelessness?

5 MS. KAOUNIS: Objection. Asked and answered.  
6 Relevance.

7 THE COURT: Overruled. You can answer the  
8 question.

9 THE WITNESS: Yeah. Like I just mentioned, it  
10 covered the first year of Inside Safe is the program that I  
11 operate, that I manage the day-to-day operations of, and the  
12 report came I guess two years after that first year, and we,  
13 like I mentioned before, are constantly quality improving  
14 our processes. We, because of Inside Safe and other things  
15 that we do in our portfolio, work closely with the Housing  
16 Department, LAHSA, and the County to fine tune our processes  
17 as well. So, the time frame of the report, the work that  
18 we've been doing, that I specifically have been doing over  
19 the course of the last year and a half kind of outdated what  
20 the report was outlining.

21 MS. KAOUNIS: Just for the record, assumes facts.

22 BY MR. UMHOFFER:

23 Q What are you doing differently in light of your skim of  
24 the court-ordered audit?

25 MS. KAOUNIS: Objection. Asked and answered.

III-356

1 Assumes facts. Relevance. Argumentative. And this is way  
2 beyond the scope, your Honor. We didn't talk about the A  
3 and M audit at all before, not audit -- document, review,  
4 whatever you'd call it, assessment.

5 THE COURT: Overruled. You can answer the  
6 question.

7 THE WITNESS: Can you repeat the question?

8 BY MR. UMHOFFER:

9 Q What are you doing differently now that you've skimmed  
10 the court-ordered audit report?

11 MS. KAOUNIS: Objection. Argumentative. Assumes  
12 facts. Relevance.

13 THE COURT: Overruled. You can answer the  
14 question, please.

15 THE WITNESS: On a day to day, we are improving  
16 our processes across the Inside Safe Program, the  
17 Collaborative, the work that we do with LAHD, LAHSA, the  
18 County. And, so, are you asking me for a specific example  
19 or --

20 BY MR. UMHOFFER:

21 Q That would be fabulous.

22 MS. KAOUNIS: Objection. Asked and answered.  
23 Lack of Foundation. Relevance.

24 THE COURT: Overruled.

25 //

III-357

1 BY MR. UMHOFFER:

2 Q Can you think of anything specific you're doing  
3 differently since you skimmed and because you skimmed the  
4 court-ordered audit?

5 MS. KAOUNIS: Objection. Relevance. Lacks  
6 foundation. Vague. Argumentative.

7 THE COURT: Overruled.

8 THE WITNESS: It's hard to just pick one example.  
9 There are so many things that we're doing on a day to day.

10 MR. UMHOFFER: No further questions, your Honor.

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

13 MS. MYERS: No, your Honor.

14 THE COURT: Counsel, do you have questions on  
15 behalf of the City?

16 MS. KAOUNIS: I just have one clarifying question.

17 THE COURT: All right. Thank you.

18 RECROSS EXAMINATION

19 BY MS. KAOUNIS:

20 Q You were asked just a moment ago about what's being  
21 done differently since the A and M assessment, correct?

22 A Correct.

23 Q You weren't in charge in the same role that you were --  
24 today that you were in 2024, correct?

25 A That is correct.

III-358

1 MS. KAOUNIS: Okay. Thank you.

2 THE COURT: Okay. Thank you very much.

3 THE WITNESS: Thank you so much.

4 (Pause.)

5 THE COURT: Counsel, 8:30 tomorrow, and who will  
6 your next witness be, just for clarity?

7 MR. UMHOFFER: Matt Szabo is resuming the stand.

8 THE COURT: Matt Szabo. All right.

9 UNIDENTIFIED SPEAKER: Yes, your Honor

10 THE COURT: And who --

11 UNIDENTIFIED SPEAKER: Your Honor, do we know if  
12 Michelle will be back tomorrow?

13 THE COURT: I think she was feeling ill today.

14 UNIDENTIFIED SPEAKER: Yeah.

15 THE COURT: She's pretty sick, but I -- I'm  
16 assuming she will be, but --

17 UNIDENTIFIED SPEAKER: I'll -- I'll check in with  
18 her.

19 THE COURT: Okay. All right. Thank you.  
20 Goodnight.

21 MS. EVANGELIS: Your Honor, I have a question.  
22 May I?

23 THE COURT: You can stay as long as you want, but  
24 in a couple of minutes, the lights are going out.

25 MS. EVANGELIS: Thank you, your Honor. So, I'm --

III-359

1 there's a briefing schedule that's coming up. I wanted to  
2 ask the Court about page limits.

3 THE COURT: Why don't you two talk about that  
4 informally, and if you can reach an agreement, I'll --

5 MS. EVANGELIS: If your Honor is okay with 50  
6 pages or so, 45 for our brief, would that be okay?

7 THE COURT: I don't -- I don't know yet.

8 MS. EVANGELIS: Okay.

9 THE COURT: I've got a lot of briefing already. I  
10 don't know that I need 50 pages from -- from you, quite  
11 frankly. But if you both agree to a certain page number, so  
12 be it. But I'm not going to -- goodnight. We'll see you  
13 tomorrow morning.

14 MS. EVANGELIS: Thank you. And also I have one  
15 more question, your Honor. Just -- I know that the court  
16 has scheduled a hearing on June 23rd. I'm assuming that is  
17 after the briefing, that's when the closing arguments will  
18 be. I just want to understand the timeline.

19 THE COURT: I will be speeding up your schedule.  
20 Fair warning to all of you, okay. I may be speeding up your  
21 schedule, but I'll discuss that with you as soon as I get  
22 the page limits hammered out, but I don't want a lot of  
23 distance now with carrying 300 cases between the hearing and  
24 when I render a decision.

25 MS. EVANGELIS: Thank you, your Honor. And that

III-360

1 will be after the briefing, and we'll set the date for that  
2 hearing after the briefing?

3 THE COURT: Counsel, let me repeat this.

4 MS. EVANGELIS: Thank you.

5 THE COURT: Let me repeat this.

6 MS. EVANGELIS: I'm sorry?

7 THE COURT: Let me repeat this. I would usually  
8 say yes to almost anything you all agree to. But right now  
9 the page limitation is 25 pages. If you agree to more, so  
10 be it. If you don't, then it's 25 pages.

11 MS. EVANGELIS: Thank you, your Honor.

12 THE COURT: As far as the schedule's concerned,  
13 I'm just putting you on fair warning. I'm worried now  
14 carrying 300 cases that I move on to something else. I'd  
15 like to get this resolved as quickly as possible. So, I'll  
16 -- I'll hopefully work with you.

17 UNIDENTIFIED SPEAKER: Finally, your Honor, do you  
18 know if it's okay if we leave things here or do we have to  
19 clear out completely?

20 THE COURT: Yeah, I may still be sitting in the  
21 chair in the morning. But I suggest you leave all your  
22 stuff and go on home.

23 UNIDENTIFIED SPEAKER: Thank you, your Honor.

24 THE COURT: Okay.

25 (Proceedings concluded.)

III-361

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

4  
5 /s/Jordan Keilty 5/30/2025  
6 Transcriber Date

7 FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:

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9 /s/L.L. Francisco  
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