

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION
3

4 LA ALLIANCE FOR HUMAN RIGHTS,) Case No. LA CV 20-02291-DOC-
et al.,) (KESx)
5)
6 Plaintiffs,) Los Angeles, California
7 vs.) Friday, May 30, 2025
8 CITY OF LOS ANGELES, et al.,) (8:31 a.m. to 9:54 a.m.)
Defendants.) (10:18 a.m. to 10:51 a.m.)
9) (11:03 a.m. to 12:04 p.m.)
10) (1:13 p.m. to 2:34 p.m.)
11) (2:52 p.m. to 2:53 p.m.)
12) (3:00 p.m. to 3:53 p.m.)
13) (4:08 p.m. to 5:16 p.m.)
14) (5:29 p.m. to 5:47 p.m.)

13 TRANSCRIPT OF EVIDENTIARY HEARING RE COMPLIANCE WITH THE LA
14 ALLIANCE SETTLEMENT AGREEMENT [767] [863]AND THE ROADMAP MOU
15 AGREEMENT (DAY 4)
16 BEFORE THE HONORABLE DAVID O. CARTER
17 UNITED STATES DISTRICT JUDGE

16 Appearances: See next page.
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IV-3

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	Matthew Szabo	--	11	--	--
4	(recalled)		247		
5					
6	<u>EXHIBITS</u>			<u>IDENTIFIED</u>	<u>RECEIVED</u>
7	<u>Plaintiffs':</u>				
8	47 Document			127	--
9					
10	<u>Defendants':</u>				
11	(None.)				
12					
13	<u>Intervenor's:</u>				
14	50 Document re: 1200 Leighton			102	--
15	Avenue				
16	51 Document re: 1203 Rolland			103	--
17	Curtis Place				
18	52 Document re: 4222 Dalton Avenue			103	--
19	55 Document			127	--
20	60 Document re: 1261 to 1269			103	--
21	Rolland Curtis Place				
22	62 Document re: 1603 West 36th			103	--
23	Place				
24	65 Document			131	--
25	77 Document re: 920 South			113	--
	Gramercy Place				
	79 1317 South Grand Avenue			113	--

IV-5

1 Los Angeles, California; Friday, May 30, 2025 8:31 a.m.

2 --o0o--

3 (Call to Order)

4 THE COURT: Then we're back on the record. All
5 counsel are present -- Mr. Umhofer is not present. Is he
6 going to be here today?

7 MS. MITCHELL: He is going to be here today. I
8 think he's going through security right now, your Honor.

9 THE COURT: I'm sorry?

10 MS. MITCHELL: He is going to be here. I think
11 he's going through security, your Honor.

12 THE COURT: Okay. All counsel are present, then,
13 and, Counsel, who would you like to present as your next
14 witness? I think you indicated informally last night it
15 was --

16 MR. MCRAE: Presuming Mr. Szabo.

17 THE COURT: Szabo?

18 MR. MCRAE: Correct.

19 MS. MITCHELL: Yes.

20 THE COURT: So would you step forward.

21 MS. MITCHELL: And, your Honor, also, for the
22 Court's edification, I did speak to Special Master Martinez
23 this morning. She is still ill, but indicated, if we are
24 getting through witnesses at a fast clip, she could come in
25 this afternoon, if needed.

IV-6

1 THE COURT: All right. Yes. She was pretty sick
2 yesterday. Hopefully, you folks weren't around her, but
3 she's -- we got notice last night and this morning that
4 she's literally bedridden. So --

5 MS. MITCHELL: Yes.

6 THE COURT: All right. Then, sir, would you
7 retake the stand, and the same oath applies that was
8 administered prior. We don't need to do that again.

9 MATT SZABO - DEFENDANTS' WITNESS - RESWORN

10 THE WITNESS: Thank you.

11 THE COURT: And watch your step.

12 You know, because we've changed CourtSmart, just
13 to be certain, let's have your appearances this morning. So
14 let's begin with the LA Alliance.

15 MS. MITCHELL: Good morning, your Honor.
16 Elizabeth Mitchell on behalf of LA Alliance, Plaintiff in
17 this matter. My colleague, Mr. Umhofer, will be here
18 shortly.

19 THE COURT: Yes. And then let me turn to, I
20 think, Shayla Myers on behalf of Intervenor. Let's go in
21 the same order that we're doing the examination.

22 MS. MYERS: Good morning, your Honor. Shayla
23 Myers from the Legal Aid Foundation of Los Angeles on behalf
24 of the Intervenor.

25 THE COURT: Not on behalf of Gibson, Dunn.

IV-7

1 MS. EVANGELIS: Good morning, your Honor. Theane
2 Evangelis on behalf of the City of Los Angeles.

3 THE COURT: All right.

4 MR. MCRAE: Good morning, your Honor. Marcellus
5 McRae, Gibson, Dunn and Crutcher, appearing on behalf of the
6 City of Los Angeles.

7 THE COURT: Counsel.

8 MR. EDMONDS: Good morning, your Honor. Joseph
9 Edmonds on behalf of the City of Los Angeles.

10 THE COURT: Okay. Counsel.

11 MS. KAOUNIS: Good morning, your Honor. Angelique
12 Kaounis from Gibson, Dunn on behalf of Los Angeles.

13 MR. SCOLNICK: And good morning, your Honor. Kahn
14 Scolnick on behalf of the City.

15 MR. FUSTER: Good morning, your Honor. Patrick
16 Fuster on behalf of the City of Los Angeles.

17 MR. ROTSTEIN: And good morning, your Honor.
18 James Rotstein of Gibson, Dunn on behalf of the City.

19 THE COURT: Before you begin your examination, I
20 don't know how to raise this, so, transparency. One of my
21 former law clerks is employed by your firm, and she asked me
22 to perform her wedding ceremony, and, unfortunately, we had
23 a family commitment at the same time. Her name is Alexa
24 Barrett.

25 MR. MCRAE: Yes.

1 UNIDENTIFIED SPEAKER: Yes.

2 THE COURT: Okay. Now, hold on. It catches me in
3 a peculiar position, because our staff would love to send
4 her a wedding present. By the same token, it's improper for
5 me to contact her. I quite don't know what to do about
6 that, so would you all folks (sic) talk with each other?
7 Because we're heartbroken that my wife and I couldn't, you
8 know, perform the ceremony, and I wanted to alert you that I
9 believe she's with your firm.

10 MR. MCRAE: Yes.

11 THE COURT: That came to my attention last night.

12 MR. MCRAE: I believe we filed something to that
13 effect, your Honor, yes, that she's with our firm.

14 THE COURT: Yes. I just -- it's really not you as
15 much. It's the other side.

16 MR. MCRAE: Of course.

17 THE COURT: I don't know how to raise that,
18 because, if I -- if we deliver a gift to her from our court
19 family and my wife, that's without notification.

20 MR. MCRAE: We'll confer, your Honor --

21 THE COURT: Would you? Yes.

22 MR. MCRAE: -- and, hopefully, we'll be able to
23 say we're all good with it.

24 THE COURT: That's something that just lets us
25 express our, you know, love and appreciation.

IV-9

1 MR. MCRAE: Of course, your Honor.

2 MS. MITCHELL: Your Honor, from the Alliance's
3 perspective, we have no objection with sending a gift. We
4 understand she's been fully walled off from this case.

5 THE COURT: Well, I can take her to dinner at
6 Gibson, Dunn -- I'm just joking.

7 MS. MITCHELL: We have no objection to the wedding
8 present, your Honor. I think that's completely fine, from
9 our perspective.

10 THE COURT: Okay. If my wife and I, or staff,
11 contact her, at least by phone, is there concern?

12 MR. MCRAE: No issue, your Honor, for the City.

13 THE COURT: You can wall her off.

14 MS. MITCHELL: None for us. We understand that
15 she's walled off, and that's fine, your Honor.

16 THE COURT: Ms. Myers, any concern?

17 MS. MYERS: No, your Honor. We understand the law
18 clerk/judge thing is sacred, so that's totally fine.

19 THE COURT: I'd hate to be accused later on,
20 especially during these proceedings, of approaching.

21 MS. MYERS: No, and we appreciated Gibson, Dunn's
22 effort to wall her off and to inform the Court of those
23 procedures, so thanks for that.

24 THE COURT: Well, she's a terrific law clerk, so
25 don't wall her off too much in view of the future. Okay?

IV-10

1 MS. MYERS: Or do. Or do.

2 THE COURT: All right. Well, then, Mr. Szabo,
3 good morning --

4 UNIDENTIFIED SPEAKER: Your Honor, in that --

5 THE COURT: -- and we'll get you out of here as
6 quickly as possible. I know you have other duties.

7 UNIDENTIFIED SPEAKER: Your Honor, in that same
8 vein, I was struck with the notion that it might be nice to
9 have doughnuts during the break, but I didn't want to offend
10 one or cross any --

11 THE COURT: No, as long as you're buying for both
12 parties.

13 UNIDENTIFIED SPEAKER: -- lines. I'm happy to
14 split the cost with Gibson, Dunn. I hear they might have a
15 little bit more in their bank accounts than we do. But --

16 THE COURT: Let's just --

17 MR. MCRAE: Okay. Thank you, your Honor.

18 THE COURT: -- move on and -- I don't want to make
19 a record in the ceremonial court, but it's --

20 MR. MCRAE: Yes, your Honor. We are not opposed
21 to doughnuts, your Honor.

22 THE COURT: You'll work that out. Okay?

23 MR. MCRAE: We're in violent agreement on
24 doughnuts.

25 MS. MYERS: We are at the Legal Aid Foundation.

IV-11

1 We are very opposed to doughnuts.

2 THE COURT: You know, while we're having at least
3 a good start to the morning, one story. We had the Fair
4 Credit Reporting case across the United States, involving
5 Gutner (phonetic) and Obama, and the full credit rating that
6 took our country from a Triple A down to an A whatever, and
7 cost \$2,000,000,000,000 worth of deficit, and there's a lot
8 behind that case, a lot behind that story, but apparently
9 they settled it because the Justice Department and the
10 Treasury brought in doughnuts for the other side. So it has
11 nothing to do with this case, and nothing to do with this
12 record.

13 All right. Then, Ms. Myers, this is cross
14 examination, please.

15 MS. MYERS: Thank you.

16 THE COURT: And Mr. Umhofer is present for the
17 Plaintiff, as well.

18 MS. MYERS: Yes. And thanks to the Plaintiffs,
19 again, for the use of your technology and for working that
20 out this morning.

21 CROSS EXAMINATION (RESUMED)

22 BY MS. MYERS:

23 Q Good morning, Mr. Szabo. Shayla Myers from the Legal
24 Aid Foundation of Los Angeles. Thank you for coming back
25 this morning to answer some additional questions.

IV-12

1 Yesterday you attested that you are the CAO of the City
2 of Los Angeles, correct?

3 A That is correct. And just -- did I need to spell my
4 name for the clerk? It's Matthew Szabo, last name
5 S-Z-A-B-O.

6 THE COURT: Thank you very much. Appreciate it.
7 BY MS. MYERS:

8 Q How long have you been in the position as CAO?

9 A I've been CAO since July of 2021.

10 Q And prior to July of 2021, did you work for the City of
11 Los Angeles?

12 A I did.

13 Q And in what capacity did you work for the City of L.A.?

14 A I worked in a number of capacities, going back to 2000,
15 for multiple mayoral administrations, City Council Office,
16 City Attorney's Office. The most recent position that I
17 held was Deputy Chief of Staff in the Garcetti
18 administration.

19 Q And it was in the Garcetti administration that you were
20 appointed to the position of CAO?

21 THE COURT: Counsel, just re-ask the question just
22 a little bit slower.

23 BY MS. MYERS:

24 Q And it was during the Garcetti administration that you
25 were appointed to the position of CAO?

IV-13

1 A Correct.

2 Q And as the deputy chief of staff, can you just briefly
3 summarize what your job duties were?

4 A So a principal responsibility was a senior advisor to
5 the mayor. I also had operational responsibility for
6 approximately half of the mayor's office at the time,
7 including areas that related to budget, labor relations, and
8 various policy areas. I was also the mayor's representative
9 on the discussions related to this case.

10 MS. MYERS: Your Honor, may I approach with the
11 iPad for the exhibit?

12 THE COURT: Certainly.

13 BY MS. MYERS:

14 Q And within your policy portfolio, did that include
15 homelessness?

16 A It did.

17 Q And when you worked on labor issues, were there
18 specific labor -- were there specific parts of the city
19 where you worked on labor issues, or was that labor
20 generally for the City?

21 A It was labor generally, but the -- principally as it
22 related to City employees, City employee representatives,
23 the mayors, the chair of the committee that provides
24 bargaining instructions to the CAO, and I was the mayor's
25 advisor on that committee.

IV-14

1 Q All right. Within your work related to homeless policy
2 issues, did you work on the homelessness -- homeless
3 services delivery system for the City of Los Angeles?

4 MR. MCRAE: Objection, vague.

5 THE COURT: Do you understand the question?

6 THE WITNESS: Well, I would actually like the
7 question to be more specific.

8 THE COURT: Yes. Could you restate it.

9 BY MS. MYERS:

10 Q Sure. When you worked on homelessness policy issues,
11 what kinds of issues did you work on?

12 A So the staff that was assigned to homelessness, they
13 did report up through me, so I did oversee their work, their
14 work generally. I would say I was a -- kind of a
15 strategic -- I provided strategic guidance. So, for
16 example, in my capacity as -- actually, before I was deputy
17 chief of staff, I was a deputy mayor for budget.

18 When the move was made to -- for the City to start
19 investing a significant amount towards homelessness, or a
20 significant increase in the amount that we were investing
21 towards homelessness, I played a role in what that would
22 look like.

23 I also played a major role in the first major interim
24 housing program that the City developed, which became to be
25 known as a "bridge home," establishing the general -- again,

IV-15

1 the strategy of having regionally disbursed bridge housing
2 facilities that could be used to address encampments in that
3 general region, and worked to make sure that our first
4 bridge home facility, which is at El Pueblo, was established
5 and built, and then in a manner that could be replicated
6 across the city.

7 THE COURT: And I think it would advisable on the
8 record that the Court discloses that I met with you and
9 Mayor Garcetti numerous -- on numerous occasions, so counsel
10 knows that, in the interim period of -- or that -- in those
11 early years, I'll say.

12 MS. MITCHELL: Your Honor, can we specify that
13 that was while all parties had waived ex parte
14 communications?

15 THE COURT: Pardon me?

16 MS. MITCHELL: That was during the period of time
17 that all parties had waived ex parte communications --

18 THE COURT: That's correct. It was on the record
19 that --

20 MS. MITCHELL: -- and there was no objection from
21 either side.

22 THE COURT: -- literally, I could talk to anybody
23 in the city.

24 MS. MYERS: And it was during the pendency of this
25 case.

IV-16

1 BY MS. MYERS:

2 Q And as part of the bridge home shelter creation, were
3 you responsible for the creation of special enforcement
4 cleaning zones around the bridge home sites?

5 MR. MCRAE: Objection, vague.

6 THE COURT: Overruled. You can answer that
7 question.

8 THE WITNESS: I was involved in that effort, but,
9 of course, the special enforcement and cleaning zones were
10 established, ultimately, by City Council, City Attorney, et
11 cetera. So -- but, in terms of the concept, yes.

12 BY MS. MYERS:

13 Q And can you describe what that concept is?

14 A The concept is roughly that -- or generally -- that if
15 we established a bridge home shelter in a particular area of
16 the city, that, as part of -- and I will just back up a
17 little bit and say, you know, times have changed
18 dramatically over the past five years, and it wasn't that
19 long ago when it was -- there was enormous opposition,
20 community opposition, to homeless facilities, and now we're
21 in a much better place.

22 Now council members are begging for more facilities,
23 and that's a great thing. That's great progress. But, as a
24 way to ensure and allay the fears of the community, we
25 established a policy that if you sited and built a bridge

IV-17

1 home facility to house homeless people in a particular
2 neighborhood, that there would be a zone around that bridge
3 home facility where there would be enhanced cleaning and
4 enforcement of the applicable public right-of-way laws that
5 we had, that we used at the time, to -- as a way to ensure
6 that the -- if the community accepted this facility to house
7 people, that it wouldn't turn into a magnet for encampments
8 all around the facility and into the neighborhood.

9 Q And so part of the way that you ensured that it would
10 not become a magnet was through the use of these cleanings
11 and through the enforcement of these laws, correct?

12 A That was --

13 MR. MCRAE: Objection, relevance.

14 THE COURT: Overruled.

15 THE WITNESS: That was part of the strategy, yes.

16 BY MS. MYERS:

17 Q Okay. And when you speak of enforcement of public
18 right-of-way laws that you were using at the time, can you
19 tell us what those laws were?

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

22 THE COURT: Briefly, you can describe that.

23 THE WITNESS: Without being able to discuss the
24 law in detail, I would defer to the City Attorneys for that,
25 but the law on the books at the time was referred to as

IV-18

1 "56.11," LAMC 56.11, and it provided regulations around -- I
2 would say that it would -- the way I would refer to it, the
3 way I brief on it, is that it regulates things. It
4 regulates stuff in the public right-of-way, whereas other
5 laws actually regulate people. So that was a -- it was an
6 ordinance that would prohibit a certain amount of items to
7 be in the public right-of-way.

8 BY MS. MYERS:

9 Q And that law is still on the books today, correct?

10 MR. MCRAE: Objection, that calls for a legal
11 conclusion. It's also not relevant.

12 THE COURT: I could take judicial notice of it, if
13 you know. You can answer. This is before 41.18.

14 THE WITNESS: Correct. So I don't believe --
15 again, I don't believe it was -- if it was repealed, but
16 it's not regularly used, is my understanding. But, again, I
17 don't -- I'm not the expert on that. I don't know. I don't
18 believe it was repealed. I'll leave it at that.

19 BY MS. MYERS:

20 Q Okay. Are you familiar with Care and Care Plus?

21 A I am.

22 Q Can you describe what Care and Care Plus are?

23 A Care and Care Plus are teams from the Bureau of
24 Sanitation that are deployed on a regular basis throughout
25 the city to provide cleaning, either around encampments or

IV-19

1 actually in the area where encampments exist, so that it's
2 either a comprehensive cleaning, where those living in the
3 encampment would need to move while they conduct the
4 cleaning, or a lighter touch-type cleaning where the teams
5 would clean around the encampment, just to provide some
6 basic level of sanitation.

7 Q And the first kind that you described, is there a name
8 for that kind of cleanup?

9 A The comprehensive cleanup?

10 Q Yes.

11 A Typically referred to as "Care Plus."

12 Q Okay. And the lighter touch, is that referred to as
13 "Care"?

14 A Typically referred to as "Care," yes.

15 Q And were you involved in the development of the Care
16 and Care Plus program?

17 A I was -- other than in terms of the development of the
18 policies and regulations of -- related to Care and Care
19 Plus, in part, but not in detail. I didn't develop the
20 policy. The policy was developed through the Bureau of
21 Sanitation, and reported up through the City Council policy
22 committees.

23 Q And is the Bureau of Sanitation, as far as you know,
24 responsible for Care and Care Plus?

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

IV-20

1 calls for a legal conclusion as to "responsible."

2 THE COURT: Overruled.

3 THE WITNESS: Bureau of Sanitation is the
4 operating department that administers and executes the
5 program.

6 BY MS. MYERS:

7 Q Is there any other part of the City that you would say
8 is responsible for Care and Care Plus?

9 MR. MCRAE: Lack of foundation, calls for a legal
10 conclusion, relevance.

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

13 THE WITNESS: Again, it depends on your definition
14 of "responsible." Ultimately the mayor and City Council are
15 responsible for the funding and administration of all
16 programs in the City. So, in that context, yes, but it's
17 the Bureau of Sanitation that is principally responsible for
18 the program.

19 BY MS. MYERS:

20 Q Yesterday you said that there are parts of the
21 homelessness response system within the City that fall under
22 the purview of the CAO's office, correct?

23 MR. MCRAE: Objection, vague as to "homelessness
24 response system." Also, relevance.

25 THE COURT: Overruled. You can answer the

IV-21

1 question, sir.

2 THE WITNESS: The CAO's office has a number of
3 responsibilities related to homeless, homelessness
4 principally. It -- we maintain the financial oversight, the
5 fiscal side of our funding and managing the various grants,
6 and a substantial general fund that is dedicated to the
7 various programs that the City administers.

8 We also do currently have a section of the office
9 of regional outreach coordinators who are assigned -- there
10 are seven of them who are assigned to council districts, and
11 their role is pretty much what it -- what the name says.
12 They coordinate efforts between departments and with council
13 offices on outreach, and with LAHSA on outreach and
14 execution of operations, which include RV operations and
15 some coordination of Care and Care Plus, but we do not run
16 the Care and Care Plus program.

17 There are multiple departments that are involved
18 beyond sanitation, which includes Department of
19 Transportation and the Los Angeles Police Department, and
20 that all requires a coordinating function that our regional
21 outreach coordinators meet.

22 BY MS. MYERS:

23 Q How long has the coordinating function for Care and
24 Care Plus been within the CAO's office?

25 MR. MCRAE: Objection, vague.

IV-22

1 THE COURT: Overruled.

2 THE WITNESS: I believe that coordination -- well,
3 actually, I'm sorry, and I'm not going to give you -- be
4 able to give you precise -- I'm not going to be able to give
5 you a precise date. But it was relatively recent, because,
6 prior to that, we had a centralized response system that
7 coordinated these efforts, the Unified Homelessness Response
8 Center, which was run out of, physically out of, the
9 Emergency Management Department, but was ultimately
10 coordinated by the mayor's office.

11 BY MS. MYERS:

12 Q And so were you the CAO when this moved for this
13 coordination from the Unified Homeless Response Center to
14 the CAO's office?

15 A I was.

16 MR. MCRAE: Objection, vague as to "Unified
17 Homeless Response System."

18 THE COURT: Overruled.

19 MS. MYERS: And I apologize if I said, "System."
20 I meant "Center," UHRC.

21 BY MS. MYERS:

22 Q Were you involved in the decision making related to
23 removing coordination of Care and Care Plus from UHRC to the
24 CAO's office?

25 MR. MCRAE: Objection, lack of foundation,

IV-23

1 relevance.

2 THE COURT: Overruled.

3 THE WITNESS: No, I was not involved in the
4 decision. The decision was made by the mayor's office.

5 BY MS. MYERS:

6 Q Do you know why that decision was made?

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

9 THE COURT: Overruled.

10 THE WITNESS: I do not.

11 BY MS. MYERS:

12 Q So, in addition to coordination of the Care and Care
13 Plus, you said that you were involved in RV operations. Is
14 that correct?

15 MR. MCRAE: Objection, vague.

16 THE COURT: Overruled.

17 THE WITNESS: Yes. Our regional outreach
18 coordinators work with the council offices and the other
19 departments to coordinate the RV operations. Yes.

20 BY MS. MYERS:

21 Q What is an "RV operation"?

22 A RV operation is similar to what you would see in an
23 Inside Safe operation, where outreach is provided to those
24 who are living in cars and recreational vehicles for a
25 period of time, and then the vehicles ultimately are removed

IV-24

1 from the public right-of-way if they are parked there
2 illegally, and so there's an effort to house the individuals
3 in the RV operation, but ultimately the vehicles are removed
4 from the right-of-way.

5 Q Yesterday Doctor Agonafer testified with Inside Safe
6 that a core component of the Inside Safe program was about
7 matching beds, bed availability, to the participants at an
8 encampment, as part of Inside Safe. Would you say that that
9 is a core part of the RV operation?

10 MR. MCRAE: Objection, the witness -- the record
11 will speak for itself as far as the witness' testify,
12 mischaracterizes the witness' testimony, lack of foundation,
13 and relevance --

14 THE COURT: Overruled.

15 MR. MCRAE: -- and vague.

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

18 THE WITNESS: The RV operations are designed and
19 executive in close coordination with the council offices.
20 So, in some cases, providing housing is a paramount and
21 primary priority. In some cases, council offices are
22 interested in enforcement of public right-of-way
23 regulations. But there is an outreach component. There is
24 an effort to provide alternatives, regardless of the
25 priorities of the council office, but, in some cases -- for

IV-25

1 example, we just had an RV operation, I want to say last
2 week, in Council District 14, where there were no incidents,
3 and 12 people were housed and the right-of-way was cleared.

4 BY MS. MYERS:

5 Q And can you think of an instance in which there was a
6 council district where no one was housed as a result of the
7 RV operations?

8 MR. MCRAE: Objection, relevance --

9 THE COURT: Overruled.

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

11 THE COURT: You may answer the question, please.

12 THE WITNESS: I can't think of an instance. I
13 would need to -- I can't think of an instance, no.

14 BY MS. MYERS:

15 Q Are there any documents that you could look at that
16 would refresh your recollection or provide you that
17 information?

18 MR. MCRAE: Relevance.

19 THE COURT: Overruled.

20 THE WITNESS: I believe there is documentation,
21 yes.

22 BY MS. MYERS:

23 Q And does that documentation get into whether -- how
24 many individuals received housing as a result of the RV
25 operation?

IV-26

1 MR. MCRAE: Objection, vague, also calls for
2 speculation, lack of foundation, and hearsay.

3 THE COURT: Overruled.

4 THE WITNESS: I believe so, yes.

5 BY MS. MYERS:

6 Q And who would be responsible for that information?

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

9 THE COURT: Are you asking a person, because those
10 can vary, or the entity?

11 BY MS. MYERS:

12 Q I'll stick with department. Where within the city
13 would that information rest?

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

16 THE COURT: Overruled.

17 THE WITNESS: That would ultimately rest with
18 LAHSA, I believe, but I also believe that we -- the City
19 Administrative Officer, my office, may have those records,
20 as well.

21 BY MS. MYERS:

22 Q And those record would detail how many individuals were
23 housed, how many vehicles were towed, that sort of thing?

24 MR. MCRAE: Objection, lack of foundation, calls
25 for speculation, hearsay, also relevance.

IV-27

1 THE COURT: Overruled.

2 THE WITNESS: I believe so, yes.

3 BY MS. MYERS:

4 Q Okay. How did you know -- how did you learn about the
5 details related to the RV operation and the fact that 12
6 people received housing in the Council District 14, Ysabel
7 Jurado's district? How did you learn about that
8 information?

9 MR. MCRAE: Objection, not knowing the source,
10 just cautioning attorney-client privilege or other
11 applicable privilege against disclosure. I don't know the
12 answer, your Honor. I'm just prefacing that.

13 THE COURT: I just want to caution, no
14 communication. So, if it's with a councilperson or the
15 mayor, I don't want you to state what that communication is,
16 but, if you became aware of it through your office or
17 something like that, please answer.

18 THE WITNESS: That's correct. We -- I was made
19 aware based on the work that our office did with the council
20 office.

21 BY MS. MYERS:

22 Q Okay. So, then, it's a policy decision of the council
23 offices whether to dedicate beds and resources for purposes
24 of the RV operations. Is that correct?

25 MR. MCRAE: Objection, vague, relevance, lack of

1 foundation.

2 THE COURT: Do you understand the question? She
3 can restate it, if you need it.

4 THE WITNESS: I understand the question.

5 THE COURT: All right. You can answer.

6 THE WITNESS: I understand the question.

7 THE COURT: Overruled.

8 THE WITNESS: We work with the council offices, to
9 our best ability, to reflect their priorities and -- we work
10 with the council offices to reflect their priorities in the
11 execution of the operations.

12 BY MS. MYERS:

13 Q And so are the council offices responsible for
14 identifying the beds that are available during RV operation?

15 MR. MCRAE: Objection, vague, lack of foundation,
16 calls for a legal conclusion, non-responsible.

17 THE COURT: Overruled.

18 THE WITNESS: In some cases, yes. I mean, in
19 some -- look. This is a -- in some cases, yes, but that's
20 not a hard requirement.

21 BY MS. MYERS:

22 Q And I'm not asking about whether it's required. I'm
23 just asking, when bed resources are identified, is it the
24 council office that identifies those resources?

25 MR. MCRAE: Objection, lack of foundation.

IV-29

1 THE COURT: Overruled.

2 THE WITNESS: The council office takes the lead in
3 that effort, but it could be LAHSA, it could be help from
4 the mayor's office. It's not -- that's why I'm not giving
5 you a clear answer, because there is -- it's a -- there are
6 multiple touchpoints for actually securing the beds. But I
7 would say that it's -- the council office takes the lead in
8 determining -- you know, working with our office, the need,
9 and then making the -- working with the other entities that
10 could provide the beds.

11 BY MS. MYERS:

12 Q And then it's the council office's prerogative whether
13 the RV operation occurs, whether or not beds are available,
14 correct?

15 MR. MCRAE: Objection, asked and answered, it
16 calls for a legal conclusion, lacks foundation, relevance.

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

19 THE WITNESS: We work with the council offices, as
20 I said, and reflect their priorities. Yes.

21 BY MS. MYERS:

22 Q And so it's up to the council offices whether or not it
23 goes forward, whether or not an RV operation goes forward?
24 Let me back up. If beds are not available, have not been
25 identified, is it up to the council office whether or not an

IV-30

1 RV operation goes forward?

2 MR. MCRAE: Objection, it's an incomplete
3 hypothetical.

4 THE COURT: Would you restate that a little
5 slower, please?

6 MS. MYERS: Sure, your Honor.

7 BY MS. MYERS:

8 Q You indicated that some -- in some instance, RV
9 operations will go forward with beds and resources attached
10 to it, and in other instances, RV operations go forward with
11 enforcement in mind, correct?

12 MR. MCRAE: Objection, compound.

13 THE COURT: Overruled.

14 THE WITNESS: It's not a binary. There is an
15 enforcement component. There is an outreach component to
16 all operations, and there are -- and if there efforts -- if
17 there are individuals that are ready to receive housing,
18 efforts are made to secure that housing for the individuals
19 ready to receive housing.

20 The -- whether beds are secured ahead of time,
21 that's the issue. That isn't always the case, that a
22 standard number of beds are secured and reserved, but there
23 is always an effort through the outreach process to assess
24 whether folks are ready or able to move into some kind of
25 alternative housing.

IV-31

1 BY MS. MYERS:

2 Q And what happens on one of these RV operations if a
3 person indicates they are ready to go into -- and when we're
4 talking about housing, just to be clear, are we talking
5 about shelter or are we talking about housing?

6 MR. MCRAE: Objection, that is three different
7 questions, so it's compound.

8 MS. MYERS: Sorry. I'll step back. Fair.

9 BY MS. MYERS:

10 Q When you're talking about housing in this context, can
11 you describe the housing that you're talking about?

12 MR. MCRAE: Objection, it's incomplete. It's --

13 THE COURT: Overruled. These have broad
14 definitions, "housing," "shelter," et cetera. You can
15 answer that question.

16 THE WITNESS: It would be the broad definition of
17 "housing." I don't -- there isn't a specific type housing
18 that is reserved for RV operations. There are a multitude
19 of housing -- alternative housing types that are available,
20 and -- or can be available, so it isn't -- there's not a
21 specific housing type associated with RV operations.

22 BY MS. MYERS:

23 Q Can you give me some examples of the types of housing
24 that are available through these RV operations, just so we
25 have a sense on the record what types of housing are

1 available?

2 MR. MCRAE: Objection, vague as to time,
3 relevance, lack of foundation.

4 THE COURT: Well --

5 BY MS. MYERS:

6 Q And I'll clarify, when we're talking about time, I'm
7 talking about the current era of RV operations, and if
8 there's a distinction, if that has changed, please feel free
9 to let us know.

10 THE COURT: Please.

11 THE WITNESS: Typically, it would be interim
12 housing, could be the tiny home village, could be space in a
13 bridge home shelter, could be a hotel/motel. It depends on
14 what's available at the time.

15 BY MS. MYERS:

16 Q And isn't it the case in Los Angeles that individuals
17 are rarely moved from the streets directly into, for
18 example, permanent housing, like an apartment?

19 MR. MCRAE: Objection, compound, vague as to
20 "rarely," lack of foundation, relevance, and vague.

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

23 THE WITNESS: I'm not the expert on the process
24 from the street-level homelessness to permanent housing,
25 but, typically, that is what interim housing -- that is the

IV-33

1 definition of "interim housing," is moving people from
2 homelessness to housing for a temperature period of time
3 while they are -- while they become ready in various ways to
4 move into permanent housing when it's available.

5 BY MS. MYERS:

6 Q Okay. And so, when you say, "Interim housing," do you
7 mean shelter?

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

10 THE COURT: Well, so far, I've allowed this line
11 of questioning to range as far as the RVs, to see if the
12 City was counting the RV efforts in either the Road Map or
13 the LA Alliance agreement, and also to allow this to
14 understand if those persons in RVs that were moved into
15 shelter, interim housing, permanent housing, also included
16 hotels and motels. I think you've answered those questions
17 thus far.

18 Counsel, what's your offer of proof here?

19 MS. MYERS: Your Honor, one of the issues that is
20 specific to Plaintiffs' motion is this question of
21 encampment resolutions, and one of the things that the City
22 has represented is that individuals are being moved from
23 these RV operations into -- Mr. Szabo is now saying housing,
24 but I think we need to clarify whether it's housing or
25 shelter. As part of that, that goes directly to the core

IV-34

1 issues. That's what I'm trying to get at, your Honor.

2 MR. MCRAE: Your Honor, real briefly, whether the
3 City does more than what it's required to do under the
4 settlement agreement, as far as encampment, is not relevant
5 to whether the City is complying with its obligation.

6 So all of the anecdotal evidence about the City
7 doing more, in other words, more beyond encampment
8 reduction, having an offer of housing, that doesn't mean
9 that the agreement has been modified to require an offer of
10 housing with a reduction, and so I just want to put that on
11 the record, that doing more doesn't obligate you to do more
12 than you're legally required. It just means that you've
13 done more, which I think we would want to encourage the city
14 to do.

15 THE COURT: Sure. Absolutely.

16 MS. MYERS: And, your Honor, if I can respond to
17 that?

18 THE COURT: No, it's overruled, Counsel. You can
19 inquire.

20 BY MS. MYERS:

21 Q All right. So, when we're talking about tiny homes, a
22 bridge home, and hotels and motels, you're talking about
23 shelter, right?

24 MR. MCRAE: Objection, vague.

25 THE COURT: Do you understand the question?

IV-35

1 THE WITNESS: I understand the words, but I don't
2 think the question is on point.

3 THE COURT: Restate the question.

4 BY MS. MYERS:

5 Q Are you familiar with the HUD definition of "emergency
6 shelter"?

7 MR. MCRAE: Relevance.

8 THE COURT: Overruled.

9 THE WITNESS: If you're referring to non-permanent
10 housing, that's -- that would be -- you know, interim
11 housing has many types. When you use the word "shelter," it
12 does suggest a very temporary, not even long-term stay,
13 maybe not even a 24-hour stay availability, and that is
14 something that we've moved, as you know, far beyond, and so
15 our definition -- I don't use the term "shelter" for that
16 purpose.

17 We use the term "interim housing," because interim
18 housing is exactly that. It's housing that is provided
19 24/7. It has a number of services attached to it, and there
20 is efforts to move those individuals from interim housing,
21 when they are ready and when it is available, to permanent
22 housing.

23 "Shelter" suggests a place that someone can go to
24 spend the night, and then be asked to leave in the morning
25 to fend for themselves, and we don't -- while there still

IV-36

1 are some shelters, overnight shelters, that operate in that
2 manner, the majority of -- the vast majority of the City's
3 investment in interim housing, and the type of interim
4 housing that we provide to individuals, either through
5 Inside Safe or other operations, is far superior to the
6 antiquated "shelter" definition.

7 BY MS. MYERS:

8 Q And the antiquated "shelter" definition is the HUD
9 definition, or what you've just -- what you've now described
10 as sort of a generalized understanding of what a shelter is?

11 MR. MCRAE: Objection, compound.

12 THE COURT: Give me just one moment. I need to
13 consult with the clerk. One moment.

14 (Pause.)

15 THE COURT: I'm sorry, Counsel. My apologies.
16 Would you re-ask the question, please.

17 MS. MYERS: Sure. And, your Honor, if I can
18 actually just step back related to this.

19 THE COURT: And what?

20 BY MS. MYERS:

21 Q I certainly don't want to get into a fight with you,
22 Mr. Szabo, about what -- the interim housing versus shelter,
23 that sort of thing. I just want to clarify about what's
24 being offered to individuals in these RV operations, and you
25 said, "Housing."

IV-37

1 So, if I understand correctly, when you say, "Interim
2 housing," you are referring to something that is temporary
3 in nature. Well, why don't you define "interim housing" for
4 me, so that we all have a clear understanding of what that
5 is.

6 MR. MCRAE: It's vague as to context, and assumes
7 that it means the same thing in all circumstances.

8 THE COURT: No. Overruled.

9 THE WITNESS: When we refer to "interim housing,"
10 understanding that my office doesn't establish the
11 definitions, we are referring to the types of housing that
12 we typically fund that are -- that is not considered
13 permanent housing. When we talk about permanent housing,
14 we're talking about permanent supportive housing, or rental
15 assistance in types of permanent-style housing, apartments,
16 typically. Interim housing can take many forms, from, say,
17 even a safe-sleep situation, to a tiny village, to a bridge
18 home, to a hotel or motel, to space that we lease in
19 buildings, in existing buildings, that are used for interim
20 housing.

21 MR. MCRAE: Your Honor, I'm sorry to interrupt Mr.
22 Szabo. I've been informed by a member of my team -- and you
23 asked the court that we alert you -- there's someone in the
24 gallery that's trying to communicate with the witness by
25 holding up something or pointing to it.

IV-38

1 THE COURT: I also see it. No. I'm sorry. Can't
2 do that. I've got a CSO (phonetic) in the back, and if you
3 do that again, you're going to be removed from the court.
4 Okay? Thank you.

5 And, Counsel, thank you.

6 MR. MCRAE: Thank you.

7 Sorry, Mr. Szabo.

8 THE WITNESS: No, that's fine. I was done.

9 BY MS. MYERS:

10 Q And so that would include tiny homes, bridge home
11 shelters, which are congregate shelters, correct?

12 A Most of the shelters, not all -- excuse me. Most of
13 the interim housing projects under a bridge home are
14 congregate, not all of them.

15 Q Okay. And then hotels and motels, and that's primarily
16 the types of shelter interim housing that's offered at these
17 RV operations, correct?

18 MR. MCRAE: Objection, compound.

19 THE COURT: And

20 THE COURT: overruled

21 THE WITNESS: Primarily.

22 BY MS. MYERS:

23 Q And are there -- what else would be offered?

24 MR. MCRAE: Objection, vague.

25 THE COURT: Overruled.

IV-39

1 THE WITNESS: I'm not aware beyond those general
2 types. There could be other opportunities. There could be
3 other -- you know, if -- and I'm speculating now. I mean,
4 there could be someone who's already matched to housing that
5 could be -- that could receive a rental voucher, but, again,
6 this is -- I'm now purely speculating. There could be
7 others. Those are the primary, which I stated.

8 BY MS. MYERS:

9 Q And if someone was matched to housing, and had a rental
10 voucher, that would not come, then, through the RV
11 operation, correct?

12 MR. MCRAE: Objection, it's an incomplete
13 hypothetical, lacks foundation, vague, relevance.

14 THE COURT: Overruled.

15 THE WITNESS: I don't -- do you mean coming
16 through the RV -- I mean, the RV operation is a multi-agency
17 coordinated effort. The housing resources would be
18 typically provided through LAHSA. LAHSA wouldn't say that
19 it executes RV operations. They wouldn't say that they are
20 responsible for any of the, you know, enforcement, any of
21 the enforcement component of an RV operation. So I don't
22 really actually accept that question. There are multiple
23 agencies. If you're saying that -- does DOT or Sanitation
24 provide housing? Of course not. But the coordinated
25 effort, you're going to have outreach folks that are

IV-40

1 involved, outreach teams that are involved, that would be
2 responsible for connecting the individuals to the
3 appropriate housing, if it's available.

4 BY MS. MYERS:

5 Q And are those outreach individuals always present at RV
6 operations?

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

9 THE COURT: Overruled.

10 THE WITNESS: I don't know if it's always --
11 you're asking a categorical -- I don't know if, in every
12 instance, there are outreach or LAHSA staff at every
13 operation. They're involved, as part of our general policy,
14 but I don't know if there have been instances where they
15 weren't involved.

16 BY MS. MYERS:

17 Q Categorically, is LA -- when you say, "LADOT" -- let's
18 just back up. "LADOT," what are you referring to?

19 A I'm sorry.

20 MR. MCRAE: Compound. I don't know if there's two
21 questions. There was a "categorically," and then it was a
22 shift, mid-sentence.

23 THE COURT: Overruled.

24 MS. MYERS: I was just backing up.

25 THE COURT: Overruled.

IV-41

1 MS. MYERS: I'll back up.

2 THE COURT: You can tell us what it stands for.

3 THE WITNESS: "Los Angeles Department of
4 Transportation."

5 THE COURT: All right.

6 BY MS. MYERS:

7 Q Categorically, is LADOT present at all RV operations?

8 MR. MCRAE: Vague as to "categorically," lack of
9 foundation, relevance.

10 THE COURT: I'm more interested in whether they're
11 a part of the relocation effort, and I'm allowing this to
12 see if the City is counting or has counted this in terms of
13 any of the submissions to the Court, and I'm allowing this
14 because of the definitions, and sort of the substantial and
15 meaningful reduction of unsheltered homelessness in the City
16 of Los Angeles, and I've allowed it thus far, and given wide
17 latitude to all parties to explore this encampment
18 resolution issue, and the definitions that were put to the
19 Court concerning "reduction" versus "cleaning."

20 If those questions are centered on whether this
21 agency is part of the housing or shelter, et cetera, I'm
22 going to allow it, but, at some point, I am going to rein in
23 that discretion.

24 MS. MYERS: Thank you, your Honor.

25 THE COURT: All right.

IV-42

1 BY MS. MYERS:

2 Q So is LADOT categorically part of the RV operations?

3 MR. MCRAE: Objection, vague.

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

6 THE WITNESS: Department of Transportation is
7 always part of the RV operations.

8 BY MS. MYERS:

9 Q Do RV operations sometimes take place alongside Care
10 Plus operations?

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

13 THE COURT: Overruled.

14 THE WITNESS: I don't -- I can't speak to that. I
15 don't know.

16 THE COURT: Counsel, I'm going to let you explore
17 this, to find out where the central authority is, and who is
18 making those decisions in relation to those areas that I
19 just stated. So you can continue.

20 MS. MYERS: Thank you, your Honor.

21 BY MS. MYERS:

22 Q Do Care Plus operations sometimes address vehicle
23 removal?

24 MR. MCRAE: Objection, vague, relevance.

25 THE COURT: Overruled. You can answer that

1 question.

2 THE WITNESS: The Bureau of Sanitation is not
3 responsible for vehicle removal.

4 BY MS. MYERS:

5 Q So I'm asking a little bit of a different question. Is
6 LADOT sometimes involved in Care Plus operations?

7 MR. MCRAE: Objection, vague.

8 THE COURT: Overruled.

9 THE WITNESS: They are sometimes involved.

10 BY MS. MYERS:

11 Q And why would LADOT be involved with a Care Plus
12 operation?

13 MR. MCRAE: Objection, incomplete hypothetical,
14 vague.

15 THE COURT: Overruled.

16 THE WITNESS: I can't speak to that. I can't
17 speak to that. I mean, there is clearly a component in some
18 operations where the street needs to be shut down, if
19 there's going to be a comprehensive cleaning of the public
20 right-of-way. So DOT would be involved in that effort.

21 BY MS. MYERS:

22 Q And would DOT sometimes be involved for the purpose of
23 removing vehicles?

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

IV-44

1 THE COURT: Overruled.

2 THE WITNESS: I'm not aware. Potentially, but I'm
3 not aware of operations, of joint operations. It's
4 possible.

5 BY MS. MYERS:

6 Q Who schedules -- or who identifies the locations for
7 Care Plus cleanups?

8 MR. MCRAE: Objection, vague, relevance.

9 THE COURT: Overruled.

10 THE WITNESS: The -- again, the Bureau of
11 Sanitation executes the program, and they schedule the
12 locations, and the date and time of the operations, and
13 that's done in coordination with the council offices.

14 BY MS. MYERS:

15 Q Do the council offices identify the locations where
16 Care Plus cleanups should take place?

17 A The council offices --

18 MR. MCRAE: Objection, vague.

19 THE WITNESS: -- identify the -- their priorities.

20 BY MS. MYERS:

21 Q And then, from those priorities, who identifies which
22 Care Plus operations actually take place?

23 A The Bureau of Sanitation.

24 Q And what about Care cleanups?

25 MR. MCRAE: Objection, vague.

1 THE COURT: Overruled.

2 THE WITNESS: I can't speak to that. I can't
3 speak to that, because I believe there is a -- that Care
4 cleanups are more regular in nature, whereas Care Plus is
5 more of a planned operation.

6 BY MS. MYERS:

7 Q How many Care Plus operations does the City of Los
8 Angeles conduct on a yearly basis, if you know?

9 MR. MCRAE: Objection, foundation, relevance.

10 THE COURT: No, overruled. You can answer that
11 question.

12 But what time period? Back to the Road Map
13 agreement, LA Alliance, or the present time? Actually, I'm
14 going to sustain that as being ambiguous.

15 MS. MYERS: Okay.

16 THE COURT: I didn't know these time frames.

17 BY MS. MYERS:

18 Q In 2024, how many Care Plus operations did the City of
19 Los Angeles conduct?

20 THE COURT: In 2024? All right. Thank you.

21 THE WITNESS: I can't give you an exact number,
22 but it is in the thousands, as in more than 2,000, less than
23 5,000. It's in that range.

24 BY MS. MYERS:

25 Q Do you know how many Care Plus operations are conducted

IV-46

1 on a monthly basis if we're looking at 2024 and 2025?

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

4 THE COURT: Overruled.

5 THE WITNESS: There are, on average -- we could do
6 the math together. There are at least two operations per
7 council district per week. So --

8 BY MS. MYERS:

9 Q That's sufficient.

10 A Thirty per week, yes.

11 Q That does leave it to all of us to do the math, so
12 that's very helpful.

13 A Okay.

14 Q And when you say there's two operations per council
15 district per week, at a minimum, is each council office
16 afforded the same number of Care Plus cleanups each week?

17 MR. MCRAE: Objection, vague, relevance.

18 THE COURT: No, overruled. You can answer that
19 question.

20 THE WITNESS: Again, I'm not the operational lead
21 on Care Plus. There is some fluctuation, based on a number
22 of factors. There are certain specific teams. For example,
23 there is a team that's dedicated to Grand Avenue, because
24 that's a particularly challenging area. I believe there is
25 a team dedicated to Venice. There are some -- there is some

IV-47

1 fluctuation. It isn't -- it is not necessarily
2 standardized.

3 BY MS. MYERS:

4 Q And Grand Avenue, that's in Council District Nine,
5 Curren Price's district. Is that correct?

6 A Correct.

7 Q And then Venice, that would be in Council District 11,
8 Traci Park's district?

9 A Correct.

10 Q Okay. And is there also a team dedicated to Skid Row?

11 A I believe so.

12 Q And that would be in Council District 14, and that's
13 Ysabel Jurado's district, correct?

14 A Correct.

15 Q Do you know of any other specialized teams?

16 A Not off the top of my head.

17 Q Do you know how the specialized teams were dedicated?

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

20 THE COURT: Would you restate that, please.

21 BY MS. MYERS:

22 Q Do you know -- you indicated there were specialized
23 teams on Grand Avenue, Venice, Skid Row, potentially others.
24 Do you know the process by which those specialized teams
25 were dedicated?

IV-48

1 A I don't know the process, other than that they were
2 funded in -- I don't remember the budget in which they were
3 funded, but they were funded some years ago, and have
4 continued funding since then.

5 Q So, putting aside these specialized teams, does each
6 council district -- is each council district afforded the
7 same number of days per week for Care Plus operations?

8 MR. MCRAE: Objection, relevance, foundation,
9 vague.

10 THE COURT: The same number of days and -- I
11 missed the last part.

12 MS. MYERS: For Care Plus operations.

13 BY MS. MYERS:

14 Q Let me back up. Are Care Plus teams assigned to a
15 single council district per day?

16 THE COURT: Besides these specialized teams?

17 MS. MYERS: Besides the specialized teams. This
18 is general Care Plus operations.

19 THE COURT: All right. You can answer that
20 question.

21 THE WITNESS: I'm not the director of the Bureau
22 of Sanitation, and so I don't have operational control over
23 the Care and Care Plus teams.

24 BY MS. MYERS:

25 Q Okay.

IV-49

1 A I can tell you my understanding is that there's at
2 least two operations per district per week, and that there
3 is some fluctuation. There are oftentimes special
4 operations, but I can't speak to that.

5 Q Are you aware if it's an equal distribution amongst the
6 council districts --

7 MR. MCRAE: Objection, relevance, vague.

8 BY MS. MYERS:

9 Q -- putting aside the special teams?

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

12 THE COURT: Overruled. The difficulty is with the
13 word "equal." You can do your best to explain that, if
14 you'd like. You can answer that, but I understand that
15 "equal" is a difficult definition.

16 THE WITNESS: Yes, and "equal" is also -- it's
17 easy to say no. I mean, no, I don't -- there's -- there --
18 as I said, there is fluctuation. There are special
19 operations. There are special teams. There are other --
20 you know, there's a standardized "Everyone gets two," and
21 then there is more activity beyond that, but I cannot speak
22 to how that is determined, how that's distributed. That is
23 not within my purview.

24 BY MS. MYERS:

25 Q Whose purview is that under?

IV-50

1 THE COURT: I'm sorry?

2 BY MS. MYERS:

3 Q Whose purview is that under?

4 MR. MCRAE: Objection, relevance.

5 THE COURT: You can answer that question.

6 THE WITNESS: As I've stated, the Care Plus
7 operations are run out of the Bureau of Sanitation.

8 BY MS. MYERS:

9 Q Bureau of Sanitation is not responsible for the
10 allocation of days to council districts, is it?

11 MR. MCRAE: Objection, vague, and calls for a
12 legal conclusion as to "responsible."

13 THE COURT: Overruled. You can answer that
14 question, please.

15 MR. MCRAE: It also lacks relevance.

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

17 THE WITNESS: Sure. They are responsible for
18 scheduling the operations.

19 BY MS. MYERS:

20 Q Sure. But is the -- but is Bureau of Sanitation
21 responsible for telling council districts how many days they
22 have Care Plus teams in their districts?

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

25 THE COURT: Overruled.

IV-51

1 MR. MCRAE: -- calls for a legal conclusion.

2 THE COURT: Overruled.

3 THE WITNESS: They run the program. They schedule
4 the program. I mean, the -- are you -- there are certainly
5 budgetary constraints. There was a discussion about that in
6 public over the last several weeks, about what -- you know,
7 what the budget could afford in terms of Care and Care Plus
8 operations, but this is a program run by Sanitation. I
9 don't understand how that answer is not complete.

10 BY MS. MYERS:

11 Q The Bureau of Sanitation determines how many days each
12 council district gets for Care Plus cleanups. Is that
13 correct?

14 MR. MCRAE: Objection, mischaracterizes the
15 witness' testimony, and, in a form another (sic), this has
16 been asked and answered.

17 THE COURT: Overruled.

18 THE WITNESS: The Bureau of Sanitation runs the
19 program.

20 BY MS. MYERS:

21 Q And your office coordinates -- the CAO's office
22 coordinates with Sanitation, LADOT, all of the other
23 entities, and the council offices related to -- well, it
24 coordinates Care Plus, correct?

25 MR. MCRAE: Objection, that's unintelligible.

IV-52

1 It's also lack of foundation.

2 THE COURT: No, I think it drives to the central
3 authority. Overruled.

4 THE WITNESS: We coordinate with the other
5 departments. As I have stated, the CAO's office and our
6 regional coordinators often play a coordinating role if
7 multiple agencies or multiple departments are involved in a
8 particular effort, not -- you know, even separate and apart
9 from homelessness.

10 So we -- our regional coordinators work with the
11 council offices, Sanitation, Department of Transportation,
12 Los Angeles Police Department, and LAHSA to make sure those
13 efforts are coordinated when an operation is scheduled, but
14 it is scheduled by the Bureau of Sanitation.

15 BY MS. MYERS:

16 Q I think maybe we're running into a definitional problem
17 with "scheduled." Do you mean -- when you say, "Scheduled,"
18 do you mean day-to-day, today, Bureau of Sanitation said,
19 "The Care Plus teams are going to an encampment on Sixth and
20 Ardmore," and they made the decision about going to that
21 location today? Is that what you mean by "scheduling"?

22 MR. MCRAE: Objection, your Honor, relevance.
23 It's also a hypothetical. It seems like we're getting kind
24 of far afield here.

25 THE COURT: Overruled.

IV-53

1 THE WITNESS: That seems to me like an appropriate
2 definition of "scheduling."

3 BY MS. MYERS:

4 Q Okay. So another way to look at scheduling of the Care
5 Plus teams would be "Today the Care Plus team is going to
6 Council District 10," and is Bureau of Sanitation
7 responsible for that?

8 MR. MCRAE: Objection, lack of foundation as to
9 "another way to look at it." By whom, with any authority to
10 make those decisions? Lack -- it's irrelevant.

11 THE COURT: That "it's responsible for that."
12 Define the question. Responsible for what?

13 MS. MYERS: Responsible for the Care team going to
14 Council District 10 today.

15 THE COURT: Overruled. Answer the question,
16 please.

17 THE WITNESS: I honestly don't know what you're
18 asking. You've asked the same question three times.
19 It's -- Sanitation schedules the Care and Care Plus
20 operations. Sanitation schedules the Care and Care Plus
21 operations.

22 BY MS. MYERS:

23 Q And --

24 A I don't -- am I -- I'm sorry if I'm missing what you're
25 asking.

IV-54

1 Q And so I'm attempting to break it down for you, Mr.
2 Szabo, so that we are talking -- we are using the term
3 "schedule" in the same way, because I do think there's an
4 issue about the use of that term. And so, just for a clear
5 record, and for everyone's clarity, I'm attempting to break
6 down different parts of scheduling, to understand who's
7 responsible for it.

8 So you said that Sanitation is responsible for
9 determining today that a Care Plus team would go the
10 location of Sixth and Ardmore, correct?

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

13 THE COURT: Overruled.

14 THE WITNESS: Yes.

15 BY MS. MYERS:

16 Q And the identification of Sixth and Ardmore as a
17 location that requires a cleanup would be done by the
18 council office, correct?

19 MR. MCRAE: Objection, incomplete hypothetical --

20 THE COURT: Overruled.

21 MR. MCRAE: -- and relevance.

22 THE COURT: You can answer that.

23 THE WITNESS: It would ultimately be determined by
24 the Bureau of Sanitation, in consultation with the council
25 office.

IV-55

1 BY MS. MYERS:

2 Q But I asked if the council office identified Sixth and
3 Ardmore as a location that needs a cleanup.

4 MR. MCRAE: Objection, that's not a question.
5 That's a statement.

6 THE COURT: It's a different question. Just
7 re-ask it. You can ask the question.

8 BY MS. MYERS:

9 Q Is the council office responsible for identifying the
10 location of Sixth and Ardmore as an encampment that needs a
11 Care Plus cleanup?

12 MR. MCRAE: Objection, incomplete hypothetical,
13 foundation, relevance.

14 THE COURT: Overruled.

15 THE WITNESS: The council office provides its
16 priorities to the Bureau of Sanitation. Based on those
17 priorities, the Bureau of Sanitation schedules the Care and
18 Care Plus cleanups. For example, if the council office
19 says, you know, "We want a Care Plus cleanup on Sixth and
20 Main," the Bureau of Sanitation would say, "Okay. We have
21 these other operations happening. You know, we would
22 schedule it at this time, on the 18th of March." Okay?
23 That is typically how it works.

24 So the Bureau of Sanitation is in charge of the
25 operations. They work with the council offices, yes, and

IV-56

1 based on those priorities, and based on the operational
2 need. For example, maybe it doesn't need a full Care Plus
3 operation, a lighter-touch Care operation would suffice.
4 Again, Sanitation is the operating department. They're
5 responsible for deploying the staff which are required to
6 address the need, and they make that call, yes, in
7 consultation with the council office, and then there's a
8 coordinating effort to -- once that's decided, there's a
9 coordinating effort that my office does play a role in.

10 BY MS. MYERS:

11 Q Okay. So we've established that the council district
12 identifies the location through the priorities. LA
13 Sanitation specifically schedules that location on a give
14 day. So I want to back up one step further. Who determines
15 that Care Plus operations are taking place in a specific
16 council district today?

17 MR. MCRAE: Objection, incomplete hypothetical,
18 relevance, foundation, and vague.

19 THE COURT: Overruled.

20 THE WITNESS: I literally do not know what you're
21 asking. I mean, I really don't know what you're saying.
22 I've answered the question multiple times. I do not know
23 what you're asking. If you can ask it in a different way,
24 maybe that's helpful.

25 //

IV-57

1 BY MS. MYERS:

2 Q And that's what I'm trying to do, Mr. Szabo. All I'm
3 trying to understand, and for the Court and everyone in the
4 room to understand -- a Care Plus team went out to a council
5 district today, correct?

6 A (No response.)

7 Q Care Plus teams are deployed -- I mean, let me back up.
8 Are Care Plus teams deployed to specific council districts?

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

11 THE COURT: Well, obviously, they're deployed to
12 different council districts. Is the question who is making
13 that decision or identification or scheduling?

14 MS. MYERS: And I'm backing up even further, your
15 Honor, just to clarify.

16 BY MS. MYERS:

17 Q A specific care team is deployed to a specific council
18 district on any given day, correct?

19 MR. MCRAE: Vague. "Deployed" is still in the
20 question, and it's undefined.

21 MS. MYERS: "Sent out to." "Dispatched."

22 THE COURT: Just a moment. But there are also
23 specialized teams in nine, 11, and 14, I believe, and that's
24 going to be confusing.

25 MS. MYERS: Putting those aside --

IV-58

1 THE COURT: Putting those aside?

2 MS. MYERS: Let's -- for purposes of this set of
3 questions, let's put aside the special teams and concentrate
4 only on the day-to-day teams that are deployed.

5 BY MS. MYERS:

6 Q Is a care team deployed on any -- on a given day to a
7 council district?

8 MR. MCRAE: Objection, relevance, vague,
9 lack of --

10 THE COURT: I'm not sure I understand the
11 question.

12 BY MS. MYERS:

13 Q Care Team One -- the care teams are defined by numbers,
14 correct? So Care Team One, that's a team of people. Do we
15 understand that to be correct?

16 A They are -- anywhere that they are deployed would be,
17 if they are deployed within the City of Los Angeles, which I
18 hope is the case, would be in a council district. So, yes,
19 a Care team or a Care Plus team is deployed in a council
20 district.

21 Again, are you asking if specific teams, actual
22 specific people, individuals, are assigned to a particular
23 council district? This is an operational -- that's an
24 operational decision that the Bureau of Sanitation will take
25 to manage their resources.

IV-59

1 Q And that's a level of "in the weeds" that we don't need
2 here today, Mr. Szabo. I'm simply asking if a Care team is
3 deployed each day to a specific council district, as in
4 "Today, Care Team Seven is deployed to Council District
5 Two." Is that how the deployment works?

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

8 THE COURT: I understand that. You can answer
9 that question.

10 THE WITNESS: That's -- and that's not within my
11 purview. I mean, I'm not the operational lead on deploying
12 the Care and Care Plus resources. I mean, I don't know.
13 I'm not the -- that's not in my purview.

14 BY MS. MYERS:

15 Q Okay. Who within the City would know that?

16 MR. MCRAE: Objection, that calls for speculation,
17 and assumes that it's knowable.

18 THE COURT: Overruled, because he understood the
19 question.

20 THE WITNESS: The Bureau of Sanitation runs the
21 program. They're responsible for scheduling Care and Care
22 Plus operations.

23 BY MS. MYERS:

24 Q Yes. And who within your office would know that, given
25 that your office is responsible for coordinating the Care

IV-60

1 Plus cleanups?

2 MR. MCRAE: Argumentative, also assumes facts,
3 lacks foundation, relevance.

4 THE COURT: Well, once again, a specific person --
5 those people can change.

6 MS. MYERS: I'll take a job description, your
7 Honor, anyone within the CAO's office that's responsible for
8 scheduling and coordinating the Care Plus cleanups.

9 MR. MCRAE: Your Honor, can I have a standing
10 objection that the level of granularity and peripheral
11 relationship to the obligations under the agreement at this
12 point -- it's just --

13 THE COURT: Well, I think the search has
14 constantly been for central authority, and who has that
15 central authority, and I understand that the departments can
16 be segmented, and I understand that there can be vast
17 amounts of interchange, and I also understand, I think, your
18 dual role, but, eventually -- well, I'll delay that thought.

19 That central authority I'm going to allow to be
20 inquired into, and I do understand the complexity of the
21 questions you're answering, and so, if there's a department,
22 I don't need a name. I understand that that can change.
23 But, if this falls under your bailiwick in some way, then I
24 think counsel is entitled to know where this authority lies.

25 Counsel.

IV-61

1 BY MS. MYERS:

2 Q Let me ask, the CAO's office sends out the Care and
3 Care Plus schedules every day, doesn't it?

4 MR. MCRAE: Objection, relevance, foundation.

5 THE COURT: Overruled.

6 THE WITNESS: We do. We do, and that -- we've
7 taken on that responsibility since the dissolution of the
8 Unified Homelessness Response Center, and that is a function
9 of their coordinating role, and that's -- I tried to make
10 that point earlier. But we coordinate. We don't direct.
11 We don't run the program. But we do send out the schedule.
12 That is true.

13 BY MS. MYERS:

14 Q And I don't know that the record is clear on this
15 particular point. Is it the case that a specific Care team
16 is -- or maybe you don't know -- that a specific Care team
17 is deployed to a single council district each day?

18 MR. MCRAE: Objection, relevance, asked and
19 answered multiple times.

20 THE COURT: It's been asked and answered, as well,
21 Counsel.

22 If you have any further answer, you can cast it,
23 but it's been asked and answered.

24 THE WITNESS: No, I have nothing further on that
25 question.

IV-62

1 MS. MYERS: Okay.

2 THE COURT: Your answer would be the same, then?

3 THE WITNESS: It would be the same, yes.

4 BY MS. MYERS:

5 Q So you don't know who made the decision -- who makes
6 the decisions about which days are assigned to each council
7 office?

8 MR. MCRAE: Your Honor, this is the same variation
9 on a theme, asked and answered. It lacks foundation,
10 relevance.

11 THE COURT: I think you've already answered it.
12 Answer it one more time, just to be certain.

13 THE WITNESS: The Bureau of Sanitation.

14 BY MS. MYERS:

15 Q Okay. Who within the Bureau of Sanitation? Do you
16 know?

17 MR. MCRAE: Your Honor, people can change, as the
18 Court has earlier said, relevance.

19 BY MS. MYERS:

20 Q Do you know who is currently making that decision
21 within the Bureau of Sanitation?

22 MR. MCRAE: Relevance, lack of foundation.

23 THE COURT: You can answer the question about who
24 currently is in that situation.

25 THE WITNESS: The Bureau of Sanitation has its own

IV-63

1 reporting structure. Ultimately, the general manager is in
2 charge of the bureau.

3 THE COURT: I don't need a name.

4 THE WITNESS: Okay. Yes. It's the -- it's
5 ultimately the general manager.

6 BY MS. MYERS:

7 Q The general manager of L.A. Sanitation makes the
8 decisions about which days are assigned to which council
9 district?

10 MR. MCRAE: Objection, calls for speculation as to
11 whether a separate department head delegates that authority,
12 whether it varies over time. This is just lacking
13 foundation and relevance.

14 THE COURT: Counsel, it's within the Bureau of
15 Sanitation.

16 MS. MYERS: Yes, your Honor, but the Bureau of
17 Sanitation -- as Mr. Szabo pointed out, the Bureau of
18 Sanitation is one of the largest departments within the City
19 of Los Angeles. Mr. Szabo --

20 BY MS. MYERS:

21 Q Mr. Szabo, are you aware of which department within the
22 Bureau of Sanitation conducts Care cleanups, Care and Care
23 Plus cleanups?

24 MR. MCRAE: Relevance, foundation.

25 THE COURT: Overruled. You can answer that

IV-64

1 question, if you know a department.

2 THE WITNESS: It is a division. It is called the
3 Livability Services Division.

4 BY MS. MYERS:

5 Q Okay. So is it -- and the Livability Services Division
6 is below the general manager, correct --

7 MR. MCRAE: Objection, vague.

8 BY MS. MYERS:

9 Q -- in the organizational chart of L.A. Sanitation?

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

12 THE COURT: Overruled. You can answer that
13 question. We're looking for a central authority here, or if
14 there is one.

15 THE WITNESS: If there is a division within a
16 department, the general manager would oversee that division,
17 ultimately, yes.

18 BY MS. MYERS:

19 Q Okay. And so -- but that's not actually the question
20 that I asked. The Livability Services Division is below the
21 general manager, correct?

22 MR. MCRAE: Your Honor, lack of foundation.
23 This -- he -- it's not within his responsibilities, and it's
24 not relevant to anything.

25 THE COURT: I'm not sure of that, Counsel.

IV-65

1 Overruled. You can answer the question.

2 THE WITNESS: I think the definition of "oversee"
3 suggests that yes, it would be over that division. So, yes,
4 the general manager is over the division. That division
5 reports to the general manager. That is typically how it
6 works, standard bureaucracy.

7 BY MS. MYERS:

8 Q So, when you say the general manager makes the
9 decision, you understand that there is actually a division
10 within the Bureau of Sanitation that likely makes that
11 decision, correct?

12 MR. MCRAE: Your Honor, that --

13 THE COURT: No, you can answer that question. In
14 other words, from your understanding, if you have an
15 understanding of this, you know, if you have some knowledge
16 about this, it's simply the search of who makes that
17 decision. I understand it's under the general manager, but
18 is there an entity under that making this decision? And
19 then thinking, of course, of the general manager, just as
20 your staff would give you information.

21 THE WITNESS: Sure. Yes. That is a typical
22 reporting structure that -- yes. A division head would make
23 decisions or recommendations for a decision, but,
24 ultimately, just as I am for my department, the general
25 manager is responsible for all the decisions that are made

IV-66

1 by that department.

2 BY MS. MYERS:

3 Q So, as the CAO, you're responsible for all of the
4 decisions, then, related to the coordination of Care Plus,
5 correct?

6 MR. MCRAE: Objection, argumentative, lack of
7 foundation, vague, calls for a legal conclusion, relevance.

8 THE COURT: And you're referring all the decisions
9 back to Mr. Szabo?

10 MS. MYERS: Yes, like he's testified about the
11 general manager over the Bureau of Sanitation.

12 MR. MCRAE: Your Honor, he's speaking notionally
13 and theoretically. That's why his are these qualifications,
14 because it's not his job. He --

15 THE COURT: And you can answer the question, it's
16 not your job.

17 THE WITNESS: I'm responsible for the actions of
18 and decisions delegated to staff and divisions in my office,
19 of course.

20 BY MS. MYERS:

21 Q Yes. So, then, you are responsible for the
22 coordination of Care Plus?

23 MR. MCRAE: Objection, vague as to "responsible,"
24 lack of foundation, calls for a legal conclusion, relevance.

25 THE COURT: Overruled.

IV-67

1 THE WITNESS: I'm responsible for the work that my
2 office does, the contributions that my office makes to that
3 coordinating effort. Yes.

4 BY MS. MYERS:

5 Q Okay. And so does the City Council have any say about
6 when -- about how many Care Plus days are allocated to each
7 council district?

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

10 THE COURT: Sustained in its present form. The
11 "City Council," do you mean council districts, each
12 councilperson, the president of the council?

13 MS. MYERS: So I was talking about the City
14 Council as a body, whether the City Council has decision
15 making related to the number of Care Plus cleanups allocated
16 to each district.

17 THE COURT: All right. You can answer that
18 question.

19 THE WITNESS: Within its budgetary authority, in
20 appropriating resources, the council as a body determines
21 the level of Care and Care Plus operations that would be
22 funded for the fiscal year.

23 BY MS. MYERS:

24 Q And do they determine whether or not there is -- how
25 those resources are distributed amongst the council

1 districts?

2 MR. MCRAE: Objection, vague, relevance.

3 THE COURT: You can answer the question.

4 THE WITNESS: They certainly have a policymaking
5 role and policymaking responsibility, and the Bureau of
6 Sanitation reports through a committee structure.

7 BY MS. MYERS:

8 Q And so --

9 A They have policy oversight.

10 Q And so the distribution of Care Plus resources among a
11 council district would be a policy decision?

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

14 THE COURT: You can answer that question.

15 THE WITNESS: It is a policy decision.

16 BY MS. MYERS:

17 Q I'm going to show you what's been marked as Exhibit 25.

18 MR. MCRAE: Your Honor, maybe this is a good time
19 for a recess, or let me be more specific.

20 THE COURT: No, I --

21 MS. MYERS: Can we take a recess, your Honor?

22 THE COURT: It's a perfect time for a recess,
23 Counsel.

24 MR. MCRAE: Thank you.

25 THE COURT: Would 20 minutes be okay?

IV-69

1 MR. MCRAE: Yes.

2 THE COURT: All right. Twenty minutes. Thank
3 you. Thank you.

4 You may step down. Appreciate it.

5 (Proceedings recessed briefly.)

6 THE COURT: If it's acceptable to all counsel,
7 we're back on the record. All counsel are present. The
8 witness, Mr. Szabo, is present, and this is a continuation
9 by Ms. Myers on cross examination.

10 (Pause.)

11 MS. MYERS: Your Honor, we need just one moment to
12 load the exhibits.

13 THE COURT: Sure.

14 MS. MYERS: Thank you so much.

15 (Pause.)

16 MR. MCRAE: Magnificent portraits, by the way.

17 THE COURT: Sorry?

18 MR. MCRAE: Magnificent portraits, by the way.

19 (Pause.)

20 MS. MYERS: Thank you for your patience, your
21 Honor.

22 BY MS. MYERS:

23 Q And, Mr. Szabo, thank you for your patience. Okay.

24 Mr. Szabo, yesterday you spoke about the settlement

25 agreement in this case, the LA Alliance settlement, as we've

IV-70

1 been referring to it, correct?

2 A Yes, I did.

3 Q Okay. And so I'm going to direct your screen -- I'm
4 going to put something on the iPad -- to Exhibit 25, which
5 is the settlement agreement in this case. Do you recognize
6 the settlement agreement?

7 A I do.

8 Q And yesterday you testified that you were responsible
9 for -- or you were -- you participated in the negotiations
10 as to many of the agreements in this case, correct?

11 MR. MCRAE: Objection, vague.

12 THE COURT: Overruled.

13 THE WITNESS: Yes. I was certainly involved in
14 the negotiation of the settlement agreement that you have on
15 the screen.

16 BY MS. MYERS:

17 Q Okay. I'm going to direct your attention to Section 3,
18 and specifically 3.1, and can you just read that section?

19 A "The City agrees to create a required
20 number of housing or shelter solutions
21 which is equal to but, in the City's
22 discretion, may be greater than, the
23 shelter and/or housing capacity needed
24 to accommodate 60 percent of the
25 unsheltered City shelter-appropriate PEH

IV-71

1 within the city based on LAHSA's 2022
2 point-in-time count."

3 Q Thank you. And were you responsible for -- were you --
4 did you participate in the negotiation of this specific
5 provision?

6 A I did.

7 Q And what is your understanding of the -- well, let me
8 back up. Has the City determined what constitutes the
9 shelter or capacity needed to accommodate 60 percent of the
10 unsheltered City-appropriate (sic) PEH within the City, what
11 that number is?

12 MR. MCRAE: Objection, vague, lack of foundation,
13 calls for a legal conclusion.

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

16 THE WITNESS: Yes. We calculated the required
17 number as indicated in 3.1, submitted it to the Court. That
18 number is 12,915.

19 BY MS. MYERS:

20 Q Okay. And how did you arrive at that number?

21 A We arrived at that number by taking 60 percent --
22 actually, let me back up to get this correct. So we looked
23 at the -- we took the 2022 point-in-time count, unsheltered
24 population.

25 We then looked at -- which was, of course, reported by

IV-72

1 LAHSA -- that same point-in-time count also indicated the
2 number of individuals with serious mental illness.
3 Individuals with serious mental illness and other physical
4 and other disabilities, I believe, in other parts of this
5 settlement, are defined as "individuals," but more
6 appropriate for higher-level County-provided services.

7 So our definition of "City-shelter appropriate" are
8 those who could be reasonably housed in the basic level of
9 shelter that -- where there would not be a reasonable
10 expectation that we would provide high levels of physical or
11 mental health care. Again, that's -- that would be
12 County-appropriate care.

13 So we took the unsheltered population, minus the
14 unsheltered population with serious mental illness, as
15 reported by the 2022 count, and then the 60 percent of that
16 number was -- yielded the 12,915.

17 Q How did the City arrive at the 60 percent number?

18 MR. MCRAE: Objection, to the extent that that
19 calls for attorney-client privileged communications or
20 deliberative process privilege, as well as divulging,
21 perhaps, settlement discussions.

22 THE COURT: Settlement. That's, yes, the
23 settlement issues.

24 MS. MYERS: I can withdraw that question and ask a
25 different question.

IV-73

1 BY MS. MYERS:

2 Q Was the 60 percent part of a negotiated term of the
3 settlement?

4 MR. MCRAE: By definition, it's included in the
5 agreement. So the question as posed is unintelligible.

6 THE COURT: Well, then it's self-evident. You can
7 answer that question.

8 THE WITNESS: The settlement is a result of
9 negotiated terms. The 60 percent number was part of those
10 terms.

11 BY MS. MYERS:

12 Q What I'm asking is, the 60 percent didn't come from HUD
13 guidelines or any other external source? It was a
14 negotiated term of the settlement, correct?

15 MR. MCRAE: Objection, assumes that they're
16 mutually exclusive, also would be intruding on settlement
17 discussions, and relevance. The term is what it is.

18 THE COURT: What, concerning whether the HUD was
19 considered or not?

20 MS. MYERS: I'm just asking if it was an external
21 number that comes from a regulatory body or anything else,
22 or whether it was a negotiated term of the settlement.

23 THE COURT: Yes. You can answer that question.

24 THE WITNESS: It was a negotiated term of the
25 settlement

IV-74

1 BY MS. MYERS:

2 Q And the number that you reached, the 12,915, then,
3 excludes individuals who are experiencing homelessness who
4 are identified as needing a higher level of care than the
5 City provides in its shelters, correct?

6 MR. MCRAE: Relevance.

7 THE COURT: Overruled.

8 THE WITNESS: Correct. There's a definition of
9 "city shelter-appropriate" in the settlement.

10 BY MS. MYERS:

11 Q Okay. And the City of Los Angeles provides quarterly
12 updates to the Court of its progress related to the
13 settlement agreement, correct?

14 A We do.

15 Q And is the CAO's office involved in preparing those
16 reports?

17 A We are, yes.

18 Q And are you involved in preparing the substance of
19 those reports?

20 MR. MCRAE: Objection, vague.

21 THE COURT: Overruled.

22 THE WITNESS: By "substance of the reports," you
23 mean the attachments that identify the housing that we're
24 submitting as compliant?

25 //

1 BY MS. MYERS:

2 Q Yes, the attachments that get to the City's progress
3 towards the settlement agreement milestones.

4 A Yes. We prepare those attachments.

5 Q Okay. And so I'm going to show you what we marked as
6 Intervenor's Exhibit Number 302, which is previously filed
7 with the Court Document 892, and this is Plaintiff (sic)
8 City of Los Angeles' quarterly status report. Is this one
9 of those reports?

10 A Yes.

11 MR. MCRAE: Could we have the next page float,
12 because this is a caption page.

13 THE COURT: Counsel, you have that exhibit, don't
14 you? Thank you. Please proceed with your questions.

15 MS. MYERS: This is the second page of the report.

16 THE COURT: If you don't have that, indicate,
17 but --

18 MR. MCRAE: Will do. Thank you, your Honor.

19 THE COURT: Thank you.

20 THE WITNESS: Yes. This appears to be our third
21 quarterly report of the -- for this year.

22 BY MS. MYERS:

23 Q Okay. And Exhibit A and Exhibit B -- I'm going to --
24 well, I'm going to show you Exhibit A. So this is what's
25 marked as Exhibit A in the report. Is this one of the

IV-76

1 exhibits that your office prepares?

2 A Yes, it is.

3 Q And this is Exhibit B of the report (indicating). Does
4 your office also prepare Exhibit B?

5 A Yes, we do.

6 Q And what is Exhibit A? Why don't we just go back to
7 the beginning of it.

8 A Exhibit A is a list of housing that has been -- that we
9 are reporting as either open or in process, consistent with
10 the terms of the settlement.

11 Q Okay. And so this -- the shelter and housing
12 opportunities that are listed on here are the shelter and
13 housing opportunities that the City has created pursuant to
14 Section 3.1 of the settlement agreement. Is that correct?

15 MR. MCRAE: Objection, calls for a legal
16 conclusion.

17 THE COURT: Overruled.

18 MR. MCRAE: And -- I'm sorry -- lack of
19 foundation.

20 THE COURT: You can answer, sir.

21 THE WITNESS: Correct.

22 BY MS. MYERS:

23 Q Okay. The settlement requires the City of Los Angeles
24 to create new housing and shelter opportunities, correct?

25 MR. MCRAE: Objection, calls for a legal

IV-77

1 conclusion, also vague as to "new housing opportunities,"
2 and the agreement speaks for itself.

3 THE COURT: Overruled.

4 THE WITNESS: It does require the City to create
5 the required number of housing or shelter solutions, yes.

6 BY MS. MYERS:

7 Q And what is your understanding of what the City
8 considers to be creating a housing or shelter solution?

9 MR. MCRAE: Objection, vague, also relevance.

10 THE COURT: Overruled.

11 THE WITNESS: The settlement intentionally has --
12 includes very, very broad -- includes very broad definitions
13 of both eligible housing resources and the manner in which
14 the City would be allowed to create those housing resources.
15 It goes so far as to not only -- it does not specify that
16 the City is required to, for example, pay for 100 percent of
17 the housing resources.

18 It even goes so far as to say that the City --
19 that there's -- the City could potentially not have to pay
20 anything -- it could be privately funded -- but somehow
21 cause to be -- come into existence through some City
22 efforts. And so it's -- in my view, it's broad. If we in
23 some way facilitate the housing resources, that, in my view,
24 is -- would be compliant with the terms of the settlement.
25 //

IV-78

1 BY MS. MYERS:

2 Q And it's based on that view that you've determined --
3 that you've included these resources as fulfilling the
4 City's portion of the settlement agreement?

5 MR. MCRAE: Objection, vague.

6 THE COURT: Would you restate that. I couldn't
7 hear a portion of it.

8 BY MS. MYERS:

9 Q So you indicated that the City's -- that the City needs
10 to in some way facilitate the housing and shelter
11 opportunities. So my question is, is it based on that
12 understanding that you were including these shelter
13 resources on this list?

14 MR. MCRAE: Objection, it mischaracterizes the
15 witness' testimony as to "facilitate," and lack of
16 foundation.

17 THE COURT: All right. Thank you.

18 Overruled. You can answer the question.

19 THE WITNESS: Based on my understanding of fairly
20 clear language in the settlement, and the intent of the
21 discussions, housing or shelter may be government or
22 privately funded, and the settlement provides for a broad
23 range of housing resources, without particular requirements
24 or limitations on any particular type. The -- it even
25 includes family reunification, which, in and of itself, is

1 not creating a bed, but it would allow for family
2 reunification to count as one of the 12,915.

3 We have not reported that as such, but it is an
4 extraordinarily broad -- gives the City extraordinary
5 discretion to provide any type of housing resource that
6 would ultimately reach 12,915 by 2027.

7 BY MS. MYERS:

8 Q And I appreciate that, that information. I'm asking
9 you something very specific, which is, based on that
10 definition, your understanding of the settlement agreement,
11 the housing and shelter solutions that are included in this
12 report fall within that understanding of what it means to
13 create housing and shelter solutions?

14 MR. MCRAE: Objection, vague.

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

17 THE WITNESS: Yes, correct.

18 BY MS. MYERS:

19 Q Can we go back to Exhibit 25? Can you point me to the
20 part of the settlement agreement that talks about the manner
21 in which the City can create housing and shelter solutions?

22 MR. MCRAE: Your Honor, objection as phrased, as
23 calling for a legal conclusion. It also assumes that the
24 settlement agreement places any such restriction or
25 definition, and this witness lacks foundation to be, if

IV-80

1 asked, interpreting the settlement agreement or stating what
2 legal obligations are.

3 THE COURT: Overruled.

4 THE WITNESS: So, first I just -- I need to say
5 that, you know, in preparing the reports, we prepared them
6 in consultation with the City Attorney's Office, and
7 received guidance from that office to ensure that what we
8 submit is compliant. There are multiple sections of the
9 settlement agreement that address housing, but, in --
10 principally -- and this would not be exhaustive in any
11 way -- Section 3.2 lays out the City's discretion, and broad
12 discretion for the type of housing that could be provided.

13 BY MS. MYERS:

14 Q And that's very helpful. So that speaks to the type of
15 housing that the City may create, the type of housing that
16 falls into the definition of "housing or shelter solutions."
17 I'm looking for the specific provision that speaks to your
18 position that the settlement says that, in some way,
19 facilitating the housing constitutes creating the housing or
20 shelter solutions.

21 MR. MCRAE: Your Honor, this is argumentative, and
22 it's a legal interpretation, and it presupposes that he has
23 to prove a negative. It's the fact that there is no
24 restrictive language on that discretion that informs the
25 position, not that that has to be stated out. So the

IV-81

1 agreement is silent on that point, so he's being asked to
2 prove a negative, which is improper burden shifting. It
3 calls for a legal conclusion, and it lacks foundation.

4 MS. MYERS: Your Honor, and I would just object to
5 the extent to which counsel is giving broad speaking
6 objections that appear to be coaching the witness about his
7 answer, just generally.

8 MR. MCRAE: I'm not trying to do that, your Honor.
9 This is not a lawyer, and it's important that he's being
10 asked questions, to point to language for a proposition that
11 the agreement doesn't speak to.

12 THE COURT: Overruled. He's also part of the
13 settlement process.

14 THE WITNESS: The settlement in 3.2 says the
15 housing or shelter solutions may be government and/or
16 privately funded. So my non-legal opinion, my reading of
17 that, means, suggests, number one, it doesn't say the
18 housing or shelter may be City government funded. It could
19 be state government funded, it could be federal government
20 funded, or some combination therein, and/or privately
21 funded, "and/or privately funded" meaning it could be
22 housing that isn't funded by any government entity at all.

23 So, to me, that is the broadest spectrum of -- all
24 housing is going to require some kind of funding in some
25 manner, if there's a program associated with it. So, if

IV-82

1 it's a privately funded program that has literally no -- a
2 privately funded program that is operating within the City
3 of Los Angeles that provides housing, that we don't have --
4 that we don't dedicate funds to, it suggests to me that that
5 would be allowable.

6 BY MS. MYERS:

7 Q So, if a private entity created a shelter in Los
8 Angeles, the City of Los -- is it -- based on this, it's
9 your view that the City could count that as the City
10 creating a new housing or shelter solution, pursuant to this
11 agreement?

12 MR. MCRAE: Your Honor, it's an incomplete
13 hypothetical, and it calls for a legal conclusion. It could
14 be donated by a nonprofit to the City for the purpose of
15 satisfying this obligation.

16 MS. MYERS: Your Honor, this is -- I would object.
17 This is very specifically coaching the witness on the
18 substance of an answer.

19 MR. MCRAE: Your Honor --

20 MR. UMHOFFER: (Indiscernible) objection, your
21 Honor.

22 MR. MCRAE: Your Honor, I'm trying to help the
23 witness, who is not a lawyer --

24 MR. UMHOFFER: (Indiscernible.)

25 MR. MCRAE: -- no, wait -- to make sure that he

IV-83

1 understands the question, and that's why the objection is
2 being made, to make sure that there's on misinterpretation
3 or misleading questions that he is not in a position to
4 answer. That's why I'm trying to get a restriction on the
5 question through an objection, and to have it rephrased.

6 MR. UMHOFFER: Helping a witness is coaching a
7 witness.

8 MR. MCRAE: No.

9 MR. UMHOFFER: It's totally --

10 MR. MCRAE: Not helping the witness testify or
11 give him the answer, but helping him and the record, to
12 clarify the nature of the question and ensure that it is
13 proper, based on his personal knowledge, and not be a grouse
14 hunt for provisions that don't exist.

15 MR. UMHOFFER: Counsel is very helpful in
16 describing what coaching a witness is.

17 MR. MCRAE: That's not --

18 MR. UMHOFFER: (Indiscernible.)

19 THE COURT: All right. I want to thank both of
20 you for your comments. It would be helpful if they weren't
21 speaking objections. It would also be helpful to shorten
22 the time.

23 So, with that guidance, re-ask the question.

24 BY MS. MYERS:

25 Q And I would just go back to my question about the

IV-84

1 creation of the housing. So, if a private shelter is
2 created in the City of Los Angeles with no funding from the
3 City of Los Angeles, could the City count that towards its
4 obligations under the Alliance, Section 3.2 -- 3.1?

5 MR. MCRAE: Objection, vague, incomplete
6 hypothetical, lack of foundation, calls for a legal
7 conclusion.

8 THE COURT: Overruled.

9 THE WITNESS: I would consult with the City
10 Attorney's Office before making any submission.

11 BY MS. MYERS:

12 Q But what is your understanding of the settlement
13 agreement? Would you count that for purposes of the
14 settlement agreement when you're preparing the reports?

15 MR. MCRAE: Objection, vague --

16 THE COURT: Overruled.

17 MR. MCRAE: -- and legal conclusion.

18 THE COURT: You can answer.

19 THE WITNESS: I can speak to what we've reported,
20 but, if you're going to provide a number of hypothetical
21 situations, my answer is going to be the same, which is, in
22 that hypothetical situation, I would consult with the City
23 Attorney's Office before submitting the report to the Court.

24 BY MS. MYERS:

25 Q And -- okay. When you say, "In some way facilitate the

IV-85

1 creation of the housing," what, other than funding, would
2 you consider to be facilitating housing that would allow the
3 City of Los Angeles to count it as creating new housing or
4 shelter solutions?

5 MR. MCRAE: Objection, vague, calls for a legal
6 conclusion, lack of foundation.

7 THE COURT: Overruled.

8 THE WITNESS: There could be a number of ways that
9 that could happen. I wouldn't list them all, but an obvious
10 example would be that we provide the land and permitting for
11 such a facility to be built, without actually funding it.

12 BY MS. MYERS:

13 Q So permitting a shelter would constitute the City's
14 contribution sufficient to be defined as creating new
15 housing and shelter solutions?

16 MR. MCRAE: Your Honor, can I have that said
17 again? I'm sorry. I just didn't hear the first part of it.

18 THE COURT: As a courtesy, would you restate that?

19 MS. MYERS: Of course.

20 BY MS. MYERS:

21 Q So the City issuing a permit for a shelter would be
22 sufficient for the City to count that as creating a new
23 housing or shelter solution under the agreement?

24 MR. MCRAE: Objection, calls for a legal
25 conclusion, argumentative, lack of foundation, relevance.

IV-86

1 THE COURT: Overruled.

2 THE WITNESS: I didn't say that. That's a new
3 question. What I said is very often, when we identify land,
4 that land isn't appropriately zoned for a particular type of
5 housing that would be -- for housing, either interim or
6 permanent housing, for homeless. So, if we were to identify
7 land, there would also be zoning and permitting components
8 to that.

9 To your second, different question, I would
10 consult with the City Attorney's Office.

11 BY MS. MYERS:

12 Q And, to date, has the City included any projects where
13 the sole contribution of the City was granting permits?

14 MR. MCRAE: Objection, asked and answered, lacks
15 foundation, relevance.

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

18 THE WITNESS: I don't believe so, no.

19 BY MS. MYERS:

20 Q You said a number of things the City could do, so you
21 said providing land, permitting, zoning variances. What
22 else would fall under the City's contributions, outside of
23 funding, that would allow it to count a privately funded
24 shelter towards housing or shelter solutions?

25 MR. MCRAE: That calls for a legal conclusion.

IV-87

1 THE COURT: Do you understand the question?

2 THE WITNESS: (No response.)

3 THE COURT: I'm going to ask you to restate the
4 question, Counsel.

5 MS. MYERS: Sure.

6 BY MS. MYERS:

7 Q So you mentioned providing land, permitting, zoning
8 variances as the City's contributions that would allow the
9 City to count privately funded shelter or housing solutions.
10 What else would the City consider a contribution that would
11 allow it to count as creating housing or shelter solutions
12 for purposes of the settlement agreement?

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

15 THE COURT: Overruled.

16 THE WITNESS: I gave you an example of one
17 potential option. I'm not going to speculate on any
18 possible combination of other ways in which the City could
19 create the required number. If -- as those opportunities
20 and if those opportunities arise, I would -- with the detail
21 and context, I would provide that information to the City
22 Attorney before reporting it to the Court.

23 BY MS. MYERS:

24 Q And so does the settlement agreement include a
25 definition of the word "create"?

IV-88

1 THE COURT: Of the word --

2 MS. MYERS: "Create."

3 MR. MCRAE: Objection, the document speaks for
4 itself.

5 THE COURT: Overruled.

6 (Pause.)

7 THE WITNESS: I don't believe so, and it doesn't
8 appear to be listed under the definition section as a -- it
9 doesn't appear to be listed in the definition section.

10 BY MS. MYERS:

11 Q Okay. And then, in response to my question about --
12 you had indicated in the settlement agreement that it gives
13 broad discretion related to these specific questions, and
14 you pointed to Section 3.2, and then we moved off. So I
15 want to give you a chance to identify any other parts of the
16 settlement agreement that you're relying on when you say the
17 settlement agreement gives wide discretion in terms of
18 creating housing.

19 MR. MCRAE: Your Honor, can I have a standing
20 objection that this calls for a legal conclusion, these
21 questions?

22 THE COURT: Yes.

23 You may answer.

24 MR. MCRAE: -- as well as, potentially,
25 attorney-client privilege in terms of his understanding, and

IV-89

1 deliberative process privilege, standing objection?

2 THE COURT: Thank you. You have that objection
3 noted.

4 You may answer the question.

5 THE WITNESS: Can you repeat the question?

6 BY MS. MYERS:

7 Q Sure. When -- I asked you previously about the
8 settlement agreement and what it means to create housing and
9 shelter solutions, and you indicated that the settlement
10 agreement provides broad discretion in terms of what the
11 City needs to do to create housing.

12 You had identified Section 3.2, and I'm asking if
13 there's any other provision in the settlement that you were
14 relying on when you gave that testimony. I just want to
15 give you the opportunity to point out any other provisions
16 of the settlement that speak to that particular issue, in
17 your understanding.

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

20 THE COURT: Overruled. You can answer the
21 question, sir. If you need time to look at the document --

22 THE WITNESS: So --

23 THE COURT: Once again, if you need time to look
24 at the document, please take that time.

25 THE WITNESS: Yes. If you'd like -- if I'm going

IV-90

1 to answer the question as posed, and be asked to identify
2 any and all areas of the settlement agreement, I'm going to
3 sit here and read the settlement agreement.

4 THE COURT: Yes. Why don't you step down, then,
5 for a moment, then, and take that time. Okay?

6 THE WITNESS: Very good.

7 THE COURT: And you can talk to your counsel at
8 any time. All right?

9 THE WITNESS: Okay.

10 THE COURT: So, Counsel.

11 MS. MYERS: Although, Your Honor, I would object
12 to him speaking to the counsel while the question is
13 pending, but, certainly, if you want to allow it --

14 THE COURT: Well, I don't think, for either side,
15 there's going to shockingly -- you can have access to your
16 counsel at any time, Counsel.

17 So you may step down.

18 So about 10 minutes? Would that be acceptable?

19 MR. MCRAE: Sure, your Honor. Thank you.

20 THE COURT: Yes. Take your time with the
21 document. Thank you.

22 (Proceedings recessed briefly.)

23 MR. MCRAE: The Court to restart?

24 THE COURT: Well, Mr. Szabo is reading the
25 document, Counsel.

IV-91

1 MR. MCRAE: He says he's not.

2 THE WITNESS: I apologize. I was --

3 THE COURT: You were not. You were looking down.

4 THE WITNESS: I was just --

5 THE COURT: I thought --

6 THE WITNESS: I was just reviewing other things --

7 THE COURT: -- you were still --

8 THE WITNESS: -- while we were waiting. Yes.

9 Thank you.

10 THE COURT: Thank you. And we're back in session.

11 All parties are present, Counsel, and thank you, Counsel.

12 MS. MYERS: Right.

13 THE COURT: And, Mr. Szabo, you've had time to
14 re-look at the document?

15 THE WITNESS: I have, yes.

16 THE COURT: Okay. Thank you.
17 Counsel.

18 MS. MYERS: Thank you, your Honor.

19 BY MS. MYERS:

20 Q And so did you have a chance to -- or did you speak to
21 your counsel during the break?

22 A I did.

23 Q And so just going back to the question that I had,
24 which was, you had previously testified that the settlement
25 gives wide latitude for a broad interpretation of what it

IV-92

1 means to create housing and shelter solutions, and I was
2 asking you to pinpoint where in the settlement agreement
3 you've relied on for purposes of making that statement,
4 other than Section 3.2, which you already identified.

5 MR. MCRAE: Objection, calls for a legal
6 conclusion, deliberative process privilege, and
7 attorney-client privilege, lack of foundation.

8 THE COURT: Overruled.

9 THE WITNESS: So the settlement in its entirety
10 provides broad flexibility in both the type of housing and
11 the timing of when that housing is to be delivered,
12 throughout. As it relates to specific sections, for that, I
13 rely on the counsel of the City Attorney's Office.

14 BY MS. MYERS:

15 Q Okay. So, when you testified previously that the
16 settlement gives that wide latitude, you don't have any
17 specific provisions to point to?

18 MR. MCRAE: Objection, mischaracterizes the
19 witness' testimony, and asked and answered.

20 THE COURT: Sustained. I think he's pointed to
21 3.2 and 3.1.

22 MS. MYERS: Yes.

23 BY MS. MYERS:

24 Q And so you spoke about -- just now you spoke about
25 broad flexibility as to the type and the timing of when that

IV-93

1 housing is created. Understandable. I'm asking about a
2 very specific question, which is separate and apart from the
3 type of housing and when that housing is created, and that
4 has to do with specifically what the City has to contribute
5 to a housing or shelter solution for the City to count it as
6 having created it.

7 MR. MCRAE: Objection, it calls for a legal
8 conclusion. It lacks foundation. Attorney-client
9 privilege, deliberative process privilege.

10 THE COURT: Overruled. You can answer the
11 question.

12 THE WITNESS: The agreement in its entirety
13 provides the City with broad discretion and broad
14 flexibility. As it relates to the specific sections that
15 provide that, I would rely on the City Attorney's Office and
16 advice of counsel.

17 BY MS. MYERS:

18 Q So broad flexibility as to the City's contribution for
19 purposes of creating housing?

20 MR. MCRAE: Objection, calls for a legal
21 conclusion, lack of foundation, asked and answered,
22 deliberative process privilege, attorney-client privilege,
23 and the agreement speaks for itself.

24 THE COURT: Overruled.

25 THE WITNESS: The agreement provides broad

IV-94

1 flexibility throughout as it relates to the City's
2 responsibilities and the manner in which it can meet those
3 obligations.

4 BY MS. MYERS:

5 Q And that includes what the City's contribution is, from
6 your perspective --

7 MR. MCRAE: Objection.

8 BY MS. MYERS:

9 Q -- to count the housing solutions and shelter solutions
10 as being created by the City?

11 MR. MCRAE: Objection, asked and answered, calls
12 for a legal conclusion, lack of foundation, deliberative
13 process privilege, attorney-client privilege.

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

15 THE WITNESS: I believe that's evident throughout
16 the document.

17 BY MS. MYERS:

18 Q Okay. So, for purposes of counting housing and shelter
19 solutions that the City has created for purposes of
20 compliance with Section 3.1, can the count beds that were
21 already in existence before the settlement was signed?

22 MR. MCRAE: Objection, calls for a legal
23 conclusion, incomplete hypothetical, lack of foundation,
24 deliberative process privilege, attorney-client privilege.

25 THE COURT: Overruled. You can answer the

IV-95

1 question.

2 THE WITNESS: I would need to rely on the advice
3 of the City Attorney's Office, based on the specifics of the
4 situation, of the hypothetical that you're providing. It's
5 a broad hypothetical. I can't comment on that, but -- so I
6 would rely on the City Attorney's Office if the situation
7 arose that would include that hypothetical.

8 BY MS. MYERS:

9 Q And has that situation arose that would include that
10 hypothetical?

11 MR. MCRAE: Objection, unintelligible as phrased,
12 and calls for a legal conclusion, lack of foundation,
13 deliberative process privilege, attorney-client privilege.

14 THE COURT: Overruled. These would be beds
15 already in existence when the settlement occurred.

16 THE WITNESS: Not to my knowledge. However, then
17 you have to -- would have to define "already in existence."
18 There are a number of structures that certainly preexisted
19 the settlement agreement that are used for housing, and so,
20 again, it would need to -- we would need to look at the
21 specifics of the situation, and I would rely on the
22 City's -- City Attorney's advice to determine whether they
23 would be eligible.

24 BY MS. MYERS:

25 Q Well, let me -- let's not ask a hypothetical, then.

IV-96

1 Let me ask you specifically about the -- some specifics in
2 here. Give me just one second. Okay. And this is Exhibit
3 302. It is Document 392.1. I'm going to go down to the
4 Mayfair Hotel. Are you familiar with the Mayfair Hotel?

5 A I am, and I think you just passed it. Go up a little
6 bit.

7 Q There we go. Is that better? No.

8 A Thank you.

9 Q Sorry about that. Okay. There we go. It's line 66,
10 the Mayfair Hotel?

11 A Yes.

12 Q Are you familiar with the Mayfair Hotel?

13 A I am.

14 Q Okay. Were the beds -- if you're aware, were the beds
15 in the Mayfair Hotel in existence prior to the signing of
16 the settlement agreement?

17 MR. MCRAE: Objection, vague as to "the beds,"
18 lack of foundation, calls for a legal conclusion, and
19 relevance.

20 THE COURT: Overruled.

21 THE WITNESS: The Mayfair has been in existence
22 for 100 years.

23 BY MS. MYERS:

24 Q And there are -- and the City is counting 294 beds --
25 as having created 294 beds?

IV-97

1 MR. MCRAE: Objection, your Honor. That's a
2 statement. It's not --

3 THE COURT: Sustained.

4 BY MS. MYERS:

5 Q Yes. So the City is counting 294 beds in the Mayfair
6 Hotel as having created them for purposes of the settlement,
7 correct?

8 MR. MCRAE: Objection, your Honor. It calls for a
9 legal conclusion, it lacks foundation, deliberative process
10 privilege, attorney-client privilege.

11 THE COURT: Overruled.

12 THE WITNESS: Correct, yes.

13 BY MS. MYERS:

14 Q Okay. And what about the beds that were in existence
15 prior to the signing of the settlement? What -- let me back
16 up and ask that differently. What was the City's
17 contribution that allows the City to count beds that were
18 already in existence prior to the settlement as having
19 created new housing or shelter beds?

20 MR. MCRAE: Your Honor, objection, calls for a
21 legal conclusion, lack of foundation, attorney-client
22 privilege, deliberative process privilege.

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

25 THE WITNESS: You're referring to the Mayfair?

IV-98

1 BY MS. MYERS:

2 Q Yes, exactly.

3 A What was the action by the City that allows us to count
4 the beds? Was that the question? I'm sorry.

5 Q Yes.

6 A The City purchased the Mayfair.

7 Q Okay. So it's -- in that instance, the beds were in
8 existence. The City purchased the building, and so the City
9 is now counting them as creating housing and shelter
10 solutions, correct?

11 MR. MCRAE: Objection, calls for a legal
12 conclusion, lack of foundation, attorney-client privilege,
13 deliberative process privilege.

14 THE COURT: Overruled.

15 THE WITNESS: Yes.

16 BY MS. MYERS:

17 Q Prior to the City's purchase of the Mayfair, what was
18 your understanding about how the beds were being used at the
19 Mayfair?

20 MR. MCRAE: Objection, relevance --

21 THE COURT: Overruled.

22 MR. MCRAE: -- lack of foundation.

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

25 THE WITNESS: The Mayfair was vacant when we

IV-99

1 purchased it.

2 BY MS. MYERS:

3 Q Do you know how long it had been vacant?

4 MR. MCRAE: Relevance, lack of foundation.

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

7 THE WITNESS: I don't know how long it had been
8 vacant. I don't know. I don't know how long it had been
9 vacant. It had been vacant for some time.

10 BY MS. MYERS:

11 Q Okay. So I'm going to ask you about my Number 95.

12 THE COURT: Did you say 95?

13 MS. MYERS: 95, yes.

14 THE COURT: Thank you.

15 BY MS. MYERS:

16 Q It's the Stuart Hotel, and, according to this
17 agreement, it appears that the City is counting 60 units
18 within the Stuart Hotel as interim housing, pursuant to a
19 hotel and motel occupancy agreement. Is that correct?

20 MR. MCRAE: Objection, your Honor, lack of
21 foundation, calls for a legal conclusion.

22 THE COURT: Overruled.

23 THE WITNESS: That is correct.

24 BY MS. MYERS:

25 Q Are you familiar with the Stuart Hotel?

IV-100

1 A I am not familiar with the Stuart Hotel.

2 Q And so are you aware of, prior to the City entering
3 into a hotel and motel occupancy agreement, how the Stuart
4 Hotel was used?

5 MR. MCRAE: Relevance.

6 THE COURT: Overruled.

7 THE WITNESS: I'm not aware.

8 BY MS. MYERS:

9 Q Okay. Are you aware of the Residential Hotel Unit
10 Conversion and Demolition Ordinance for the City of Los
11 Angeles?

12 MR. MCRAE: Relevance, lack of foundation.

13 THE COURT: Overruled.

14 THE WITNESS: I am aware of it. I'm not an expert
15 in any way on that ordinance.

16 BY MS. MYERS:

17 Q Do you know generally what the ordinance provides?

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

20 THE COURT: Overruled.

21 MR. MCRAE: -- calls for a legal conclusion.

22 THE COURT: Overruled.

23 THE WITNESS: I would not be able to speak to that
24 ordinance.

25 //

IV-101

1 BY MS. MYERS:

2 Q Okay. Are you aware whether or not the CAO's office
3 takes into account whether or not a building is required to
4 be used as affordable housing before the City considers
5 whether to count it was new housing or shelter?

6 MR. MCRAE: Your Honor, this is irrelevant, and
7 clearly in aid of another litigation, lacks foundation,
8 calls for a legal conclusion.

9 THE COURT: Overruled.

10 MS. MYERS: Your Honor, I'd like to address that.
11 That's entirely inappropriate, to make those suggestions
12 about me or the Intervenors. There is no basis whatsoever
13 to make that statement, and then they've now done that
14 twice.

15 THE COURT: All right. Overruled.

16 THE WITNESS: Can you repeat the question?

17 BY MS. MYERS:

18 Q Sure. Are you aware whether or not there is any
19 requirement -- when you qualify a building as counting
20 towards the LA Alliance settlement, do you take into account
21 whether or not those units were being used as affordable
22 housing prior to counting them as units created for purposes
23 of the settlement agreement?

24 MR. MCRAE: Objection, calls for a legal
25 conclusion, lack of foundation, deliberative process

IV-102

1 privilege, attorney-client privilege, calls for speculation,
2 and vague.

3 THE COURT: Overruled.

4 THE WITNESS: We take into account the existence
5 of a bed, and whether the bed is open and occupiable to
6 house people experiencing homelessness, which is what the
7 Stuart Hotel is presently used for.

8 BY MS. MYERS:

9 Q Do you know if it was previously open and occupiable as
10 available to house people previously experiencing
11 homelessness before the City counted it towards the
12 settlement agreement?

13 MR. MCRAE: Objection, lack of foundation,
14 relevance, calls for speculation, legal conclusion,
15 deliberative process privilege, attorney-client privilege.

16 THE COURT: Overruled.

17 THE WITNESS: I'm not aware.

18 BY MS. MYERS:

19 Q I'm going to direct you to Number 50.

20 THE COURT: What number, Counsel?

21 MS. MYERS: Number 50.

22 THE COURT: Fifty, five, zero? Thank you.

23 MS. MYERS: Yes.

24 BY MS. MYERS:

25 Q Actually I'm going to direct you towards 51.

IV-103

1 Yesterday, during your testimony, you were directed to
2 Number --

3 THE COURT: Is it 50 or -- I'm sorry -- 50 or 51?

4 MS. MYERS: 50, 51, and 52 --

5 THE COURT: All right. My apologies.

6 MS. MYERS: -- 60 and 62. They were all asked
7 about together, separately, so I'm going to ask about them
8 now.

9 BY MS. MYERS:

10 Q Yesterday you testified about 51, 52, and 53, as well
11 as 60 and 62, as buildings that are now subject to a master
12 lease, correct?

13 A I did, yes. I believe there are more than just those
14 six in our report, but yes, those are PSH master lease
15 units. Yes.

16 Q Okay. And what does it mean to "master lease" the
17 unit?

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

20 THE COURT: Overruled.

21 MR. MCRAE: -- lack of foundation.

22 THE COURT: You can answer the question.

23 THE WITNESS: Master leasing is typically when an
24 entity, in this case a service provider, leases out all or
25 part of a building for the purposes of housing individuals

IV-104

1 formerly experiencing homelessness.

2 BY MS. MYERS:

3 Q Do you know if any of these buildings, these apartment
4 buildings, were occupied prior to the City counting them
5 towards the settlement agreement, as creating new housing
6 and shelter?

7 THE COURT: And, to be specific, is that still on
8 50, 51, 53, 60, and 62?

9 MS. MYERS: Your Honor, I'm happy to go through
10 them.

11 BY MS. MYERS:

12 Q Let's talk specifically about Number 51. That's 1203
13 Rolland Curtis Place, and that's 19 units.

14 A Can you slide the document over a little bit?

15 Q Sure. "Nineteen people served."

16 A A little bit more, because we have a date in which it
17 was opened.

18 Q Yes. Is that not on there?

19 A It's --

20 THE COURT: No, we can't see.

21 BY MS. MYERS:

22 Q I think it needs to catch up. Sorry about that.

23 A Yes. Okay. Very good. So, yes. It was -- I'm sorry.
24 It was 1204 Rolland Curtis Place, correct?

25 Q Yes.

IV-105

1 A Okay. So we're reporting that that was open as of
2 12 -- the 1st of December of 2023.

3 Q Yes. And do you know if 1203 Rolland Curtis place is
4 new construction?

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

7 THE COURT: Overruled.

8 THE WITNESS: I don't know whether it's new
9 construction, no.

10 BY MS. MYERS:

11 Q And the City -- the reason why -- as I understand from
12 your testimony yesterday, the reason why the City is
13 counting it as creating a new housing or shelter solution is
14 that the City entered into a master lease, for the leasing
15 of those 19 units, correct?

16 MR. MCRAE: Objection, lack of foundation, calls
17 for a legal conclusion.

18 THE COURT: Overruled.

19 THE WITNESS: So the City did not enter into a
20 master lease. There is a service provider which has entered
21 into a master lease that is on contract with LAHSA. The
22 reason that we are counting -- and you may have the same
23 question on all of these. Why are master lease units
24 showing that they're open prior to the report, prior to the
25 third quarterly report, and yet why are we just counting

IV-106

1 them now? It's because we are counting the beds. We are
2 counting these units because we -- because they are used as
3 part of the Inside Safe program, as the permanent housing --
4 as part of the permanent housing solution, to take the folks
5 from the hotels to the permanent housing.

6 So, once we started using these motels, which were
7 already -- I will acknowledge they were already in use, but,
8 once we started using them for master lease -- excuse me --
9 for Inside Safe clients, and paying for them through the
10 homelessness emergency account, and they are permanent
11 housing, we started to count them as units that are
12 available for individuals experiencing homelessness.

13 THE COURT: Counsel, just a moment. Thank you.
14 Please continue.

15 BY MS. MYERS:

16 Q I'm actually asking a little bit of a different
17 question, which is, it is the City's master leasing of the
18 apartment complex that allows you to count that -- these 19
19 units as creating new housing or shelter solutions, correct?

20 MR. MCRAE: Objection, calls for a legal
21 conclusion, lack of foundation, vague, deliberative process
22 privilege, attorney-client privilege.

23 THE COURT: Overruled.

24 THE WITNESS: Again, I will say the City does not
25 have the master lease contract with the complexes directly.

IV-107

1 It's through a service provider, in which we are
2 contributing funds for the master lease, for LAHSA.

3 BY MS. MYERS:

4 Q Okay. So it's the City's contribution of funds towards
5 the contract -- towards the service provider that is master
6 leasing these apartment buildings -- that is allowing the
7 City to count it as creating new housing and shelter
8 solutions, correct?

9 MR. MCRAE: Objection, calls for a legal
10 conclusion, lack of foundation, attorney-client privilege,
11 deliberative process privilege, and vague.

12 THE COURT: Overruled.

13 THE WITNESS: That's not what I said. I was just
14 correcting -- I was correcting the statement that the City
15 master leased, but these are units that are actively and
16 presently serving individuals experiencing homelessness
17 through the Inside Safe program that the City is paying for.
18 I'm not limiting the qualification for those units to just
19 the statement that you made, but they are units that exist
20 that are serving people who were formerly living on the
21 street. So, yes, we are counting those units.

22 BY MS. MYERS:

23 Q And that's where I'm tripping up. These are people who
24 were formerly homeless who are now in these units, correct?

25 A Correct. To the extent that it's permanent housing, we

IV-108

1 would say, "Formerly homeless," yes.

2 Q Okay. So permanent units housing people who were
3 formerly homeless, so no longer homeless but were formerly
4 homeless, and is it that fact that allows it to be counted,
5 or is the fact that the City is paying for it that allows it
6 to be counted?

7 MR. MCRAE: It's compound, with the "or." It
8 lacks foundation. It calls for a legal conclusion. It's
9 vague. Attorney-client privilege, deliberative process
10 privilege.

11 THE COURT: Overruled.

12 THE WITNESS: So, again, I'm not determining the
13 manner in which they qualify. I said -- as I said, we
14 consulted with our City Attorney. I'm just stating the fact
15 that these units are being used to house people that, as of
16 at least 2022 or 2023, were living on the street, and, as a
17 result of the Inside Safe program, are no longer living on
18 the street, and they are now living in permanent housing.
19 That is paid for by the City. Yes, those qualify.

20 BY MS. MYERS:

21 Q Okay. Do you know if, prior to the City placing people
22 and paying for people who were formerly experiencing
23 homelessness into those units, if those units were occupied
24 as apartments?

25 MR. MCRAE: Objection, relevance.

IV-109

1 THE COURT: You mean market value apartments or --

2 MS. MYERS: I'm starting with a baseline of
3 apartments. I'm going to ask further, but --

4 THE COURT: Overruled.

5 THE WITNESS: I don't know.

6 BY MS. MYERS:

7 Q Do you know if they were affordable units?

8 MR. MCRAE: Relevance, your Honor, and also vague.

9 THE COURT: Overruled.

10 THE WITNESS: I don't know.

11 BY MS. MYERS:

12 Q Do you know anything about the apartments for purposes
13 of calculating these reports?

14 MR. MCRAE: Objection, vague, your Honor.

15 BY MS. MYERS:

16 Q About how they were used prior to the City counting
17 them as creating new housing and shelter solutions?

18 THE COURT: Overruled as to your prior objection.

19 MR. MCRAE: Yes. I was just saying, "Vague" as to
20 which -- I don't know what properties we're talking about
21 here.

22 THE COURT: Well, let's make certain that the
23 witness does. Do you understand the question, sir? If not,
24 she can restate it.

25 THE WITNESS: Well, the question was related to

IV-110

1 the Rolland Curtis Place property. Is that right?

2 BY MS. MYERS:

3 Q Sure, yes. Let's limit it to Rolland Curtis.

4 A And I had already -- I have already stated that I'm not
5 aware of the use of the property prior to it being part --
6 included in the master lease program that is currently
7 serving clients of Inside Safe.

8 Q Okay. And how about the -- then looking at Number 50,
9 1200 Leighton Avenue, 90037?

10 MR. MCRAE: Objection, incomplete --

11 MS. MYERS: I can finish my question, if that
12 would be helpful.

13 MR. MCRAE: Yes.

14 BY MS. MYERS:

15 Q Okay. Looking at 1200 Leighton Avenue, 90037, which is
16 Number 50, are you aware of how that structure was used
17 prior to the City counting it towards the LA Alliance
18 compliance requirements under Section 3.1 of the settlement
19 agreement?

20 MR. MCRAE: Your Honor, could we have a relevance
21 proffer?

22 THE COURT: No. I don't think it's necessary,
23 Counsel.

24 You can continue.

25 THE WITNESS: I'm not aware.

IV-111

1 BY MS. MYERS:

2 Q Okay. And Number -- we already talked about Number 51.
3 Number 52, which is 4222 Dalton Avenue, 90062, which is 27
4 units that are in the LA -- that are counted towards the LA
5 Alliance settlement agreement. Are you aware of how those
6 units were used prior to the City counting them towards its
7 compliance with the LA Alliance settlement agreement?

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

10 THE COURT: Overruled.

11 THE WITNESS: I'm not aware.

12 BY MS. MYERS:

13 Q And so, as to Number 53, 639 East 21st Street, 90011,
14 where 21 units are counted towards the LA Alliance
15 settlement agreement as permanent supportive housing
16 pursuant to a master lease, are you aware of how those units
17 were used prior to the City counting them towards the LA
18 Alliance settlement agreement as newly created housing or
19 shelter beds?

20 MR. MCRAE: Objection, vague, lack of foundation,
21 calls for a legal conclusion.

22 THE COURT: Overruled.

23 THE WITNESS: I'm not aware.

24 BY MS. MYERS:

25 Q Okay. The same question as to Number 60, which is 1261

IV-112

1 to 1269 Rolland Curtis Place, which is 28 units that the
2 City is counting as permanent supportive housing master
3 leased towards its compliance with the LA Alliance
4 agreement. Are you aware of how those units were used prior
5 to the settlement -- prior to the City counting them?

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

8 THE COURT: Overruled.

9 THE WITNESS: I'm not aware.

10 BY MS. MYERS:

11 Q Okay. Number 62, which is 1603 West 36th Place, 90013,
12 which is 81 units, counted as permanent supportive housing
13 pursuant to a master lease in the LA Alliance settlement
14 agreement, are you aware of how those units were used prior
15 to the City counting them towards the LA Alliance settlement
16 agreement?

17 MR. MCRAE: Same objection, relevance, lack of
18 foundation, vague, calls for a legal conclusion.

19 THE COURT: Overruled.

20 THE WITNESS: I'm not aware.

21 BY MS. MYERS:

22 Q Okay. So, as to 920 South Gramercy Place, 90019, which
23 is 56 units of permanent supportive housing under a master
24 lease, which is Number 77 on the report, are you aware of
25 how those units were used prior to the City counting them

IV-113

1 towards the settlement agreement?

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

4 THE COURT: Overruled.

5 THE WITNESS: No.

6 BY MS. MYERS:

7 Q So Number 79, 1317 South Grand Avenue, 90015, 146 units
8 of permanent supportive housing pursuant to a master lease,
9 are you aware of how the City was using those units prior to
10 recording them as part of the LA Alliance settlement
11 agreement compliance?

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

14 THE COURT: Overruled.

15 THE WITNESS: No.

16 BY MS. MYERS:

17 Q So Number 80, 1343 West 40th Place, 19 units of
18 permanent supportive housing pursuant to a master lease, are
19 you aware of how those units were used prior to the
20 settlement -- the City counting them towards the settlement
21 agreement?

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

24 MS. MYERS: And if the City would like a standing
25 objection as to the rest of these, that's -- that would be

IV-114

1 fine.

2 THE COURT: Overruled. I'll let you two work out
3 a standing objection, if you'd like.

4 MR. MCRAE: Yes, I would like a standing
5 objection.

6 THE COURT: There's a standing objection, then.

7 THE WITNESS: No.

8 BY MS. MYERS:

9 Q Okay. And as to Number 80, 1343 West 40th Place,
10 90037, 19 units of permanent supportive housing pursuant to
11 a master lease, are you aware of how those units were used
12 prior to the City counting them?

13 MR. MCRAE: Objection, your Honor, lack of
14 foundation, calls for a legal conclusion.

15 THE COURT: Overruled.

16 MR. MCRAE: Vague, relevance.

17 THE COURT: Well, if you have a standing
18 objection, Counsel, you don't have to repeat it each time.

19 MR. MCRAE: Okay.

20 THE COURT: All right. Overruled.

21 THE WITNESS: No.

22 BY MS. MYERS:

23 Q As to Number 86, which is permanent supportive housing,
24 which is 6501 South Broadway, 90003, which is 49 units, are
25 you aware of how those units were used prior to permanent

IV-115

1 supportive housing -- pardon me -- prior to the LA Alliance
2 using them -- counting them towards the settlement agreement
3 compliance?

4 A No. That was -- there we go. No.

5 Q Okay. And then I just want to go back really quickly
6 to the individuals who are in the -- in these particular
7 units. You said they're now in permanent supportive housing
8 pursuant to the Inside Safe as part of a master lease. Is
9 that correct?

10 A The units are available to the Inside Safe program for
11 permanent housing. So I can't speak to the individuals that
12 are -- who are currently housed in the units, but it is --
13 those are units that are available to Inside Safe.

14 Q And are the individuals in those units paying rent?

15 MR. MCRAE: Objection, relevance.

16 THE COURT: Could you state that question again?
17 I didn't hear the last portion.

18 MS. MYERS: Sure.

19 BY MS. MYERS:

20 Q Are the individuals in those units paying rent?

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

23 THE WITNESS: I don't believe so, but I would need
24 to confirm that.

25 THE COURT: And I'm assuming either VASH or

IV-116

1 Section 8?

2 MS. MYERS: Well, that is one of my questions,
3 your Honor.

4 BY MS. MYERS:

5 Q If they -- and it sounds like you may not notice, but
6 you may be able to find the answer, but this specific
7 question -- individuals in those units are paying rent. Are
8 they receiving any subsidies?

9 MR. MCRAE: Objection, assumes facts, and also
10 relevance, lack of foundation.

11 THE COURT: Overruled.

12 THE WITNESS: I can't speak to the individuals and
13 how they're financed. I can speak to the master leasing
14 making the units available, which is the obligation of the
15 settlement.

16 BY MS. MYERS:

17 Q Sure. Do you know if they're receiving time-limited
18 subsidies?

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

21 THE COURT: Overruled.

22 THE WITNESS: I can't speak to that.

23 BY MS. MYERS:

24 Q Okay. And who would be able to answer that question?

25 MR. MCRAE: Objection, calls for speculation.

IV-117

1 THE COURT: Overruled.

2 THE WITNESS: This is a program which is run by a
3 service provider on contract with LAHSA.

4 BY MS. MYERS:

5 Q Do you know which service providers?

6 MR. MCRAE: Objection, vague as to time, lack of
7 foundation, relevance.

8 THE COURT: Overruled.

9 THE WITNESS: I don't. I don't have -- I have,
10 certainly, records of it, but I don't recall at this time.

11 BY MS. MYERS:

12 Q And do you know if it's one service provider or
13 multiple service providers who are running the master leases
14 for these buildings?

15 MR. MCRAE: Relevance, lack of foundation.

16 THE COURT: Overruled.

17 THE WITNESS: I'm not certain.

18 BY MS. MYERS:

19 Q When you counted these units, did you verify whether
20 any of the residents in any of these buildings were using
21 time-limited subsidies that were being counted towards the
22 Road Map agreement?

23 MR. MCRAE: Asked and answered, lack of
24 foundation, relevance.

25 THE COURT: Overruled.

IV-118

1 THE WITNESS: I don't know.

2 BY MS. MYERS:

3 Q Do you know if any of the time-limited subsidies that
4 the City of Los Angeles is counting towards the Road Map
5 agreement are being used in any of the units that the City
6 is counting towards the LA Alliance settlement?

7 MR. MCRAE: Objection, vague, lack of foundation.

8 THE COURT: No, overruled. You can answer the
9 question.

10 THE WITNESS: I don't believe so. I don't believe
11 so, but I don't know.

12 BY MS. MYERS:

13 Q If you don't believe that, what is your belief based
14 on?

15 MR. MCRAE: Objection to the extent that it calls
16 for communications with counsel or is informed by those
17 communications, deliberative process.

18 THE COURT: Would you state the question again. I
19 didn't hear a portion of it.

20 BY MS. MYERS:

21 Q You said you don't believe so. I'm wondering what the
22 basis is for your belief that that is not the case.

23 MR. MCRAE: Same objections, your Honor, as to the
24 source of the belief.

25 THE COURT: Overruled.

IV-119

1 THE WITNESS: We have not reported any
2 time-limited subsidies in our quarterly reports for
3 compliance with the Alliance settlement.

4 BY MS. MYERS:

5 Q And I'm asking specifically about the roughly 2,200
6 that the City is reporting towards the Road Map agreement
7 that is the basis of why we're here.

8 MR. MCRAE: That's -- your Honor, I'd object to
9 the characterization that "That's why we're here."

10 THE COURT: Just a moment. Just restate the
11 question.

12 MS. MYERS: Sure.

13 BY MS. MYERS:

14 Q I'm asking specifically about the time-limited
15 subsidies that the City is counting towards compliance with
16 the Road Map agreement. Understanding that TLS subsidies
17 are not part of the Alliance agreement, I'm asking whether
18 any of the time-limited subsidies the City is counting
19 towards the Road Map are subsidizing units that the City is
20 counting towards the LA Alliance settlement.

21 MR. MCRAE: Your Honor, asked and answered, if I
22 follow. Also, relevance.

23 THE COURT: Overruled.

24 THE WITNESS: I don't know. As you know, the
25 program, the TLS program, is -- there are multiple sites,

IV-120

1 and we would need to confirm that with the contracts.

2 BY MS. MYERS:

3 Q So -- and I didn't do a good job when I restated my
4 question. I'm asking about the basis for your belief. So I
5 was asking, what is the basis for your belief that that is
6 not occurring?

7 MR. MCRAE: Same objections as to invading,
8 potentially, attorney-client privilege, deliberative process
9 privilege.

10 THE COURT: Overruled. You may answer the
11 question.

12 THE WITNESS: What I stated was that we were not
13 counting time-limited subsidies for our quarterly report.
14 To your specific question, I would need to confirm that.

15 BY MS. MYERS:

16 Q Okay. Thank you. And who would you speak to to
17 confirm that?

18 A I would not be prepared to give you a name of an
19 individual. That is a program run the LAHSA and a service
20 provider, so we would need to go that route.

21 Q Okay. And you haven't done that in preparation of the
22 quarterly reports, correct?

23 MR. MCRAE: Objection, vague, lack of foundation.

24 THE COURT: Overruled.

25 THE WITNESS: I'm not sure. I can't answer that.

IV-121

1 BY MS. MYERS:

2 Q Okay. Let me go back to the settlement agreement. I'm
3 sorry. I'm going to go back to Section Five of the
4 settlement agreement, which you have before you, and
5 particularly Section 5.2. Are you familiar with Section 5.2
6 of the settlement agreement?

7 A Yes, I am.

8 Q And, specifically, are you familiar with 5.2, Section
9 Two, which states that:

10 "The City will create plans and develop
11 milestones and deadlines for the City's
12 plan for encampment engagement,
13 cleaning, and resolution and reduction
14 in each council district"?

15 Are you familiar with that provision?

16 A I am familiar with that provision, yes.

17 Q Okay. And then, as well, Section 5.2, Section Four,
18 which states that "The City's plan for encampment
19 engagement, cleaning, and reduction in the City." You're
20 familiar with that section?

21 A I am familiar with that section.

22 Q Okay. When you helped negotiate the settlements, what
23 was your understanding of the City's obligations under those
24 two provisions?

25 MR. MCRAE: Objection, calls for a legal

1 conclusion.

2 THE COURT: Overruled.

3 MR. MCRAE: And deliberative process privilege,
4 attorney-client privilege.

5 THE COURT: Overruled.

6 THE WITNESS: My understanding is that the
7 obligation was to provide plans, develop milestones and
8 deadlines for each of those items that are listed,
9 encampment engagement, cleaning, and reduction, on the
10 council district level and on a citywide level, and to
11 provide those to the Plaintiffs and the Court.

12 BY MS. MYERS:

13 Q And did the City ever come up with the plan for
14 encampment engagement, cleaning, and reduction?

15 MR. MCRAE: Objection, vague.

16 THE COURT: Overruled.

17 THE WITNESS: We did.

18 BY MS. MYERS:

19 Q And are you familiar with the terms of those plans?

20 A I am familiar with the terms of the plans, although the
21 engagement and cleaning documents were provided some time
22 ago. So I wouldn't have complete recall of each of the
23 specifics of the documents.

24 Q Okay. But you are generally familiar with them?

25 A Yes.

IV-123

1 Q Okay. And, again, you previously said that you had
2 negotiated plans and agreements related to the litigation.
3 Were you involved in the negotiations related to the plans,
4 these plans and milestones, pursuant to Section 5.2?

5 MR. MCRAE: Objection, vague as stated, your
6 Honor.

7 THE COURT: Overruled.

8 THE WITNESS: I was involved in some manner, yes.

9 BY MS. MYERS:

10 Q Okay. Do you know -- and do you know when these plans
11 were adopted by the City?

12 A When the plans were adopted by the City? The -- I
13 don't know, and I don't think that there is a specific date
14 as it relates to encampment cleaning, because the encampment
15 cleaning document was a reflection of the City's encampment
16 cleaning program, which has been ongoing for several years.

17 The encampment engagement document, I believe, involved
18 a -- I don't want to comment on that, but I don't believe
19 that that was adopted by the City, but it reflected our
20 ongoing policies and procedures. And the encampment
21 reduction, again, I don't recall the date, but that was
22 developed and approved by the City Council at some point
23 later. I don't remember the date.

24 Q Okay. Speaking about the encampment engagements plan,
25 was that plan ever presented to the Court, if you know?

IV-124

1 MR. MCRAE: Objection, lack of foundation.

2 THE COURT: Overruled.

3 THE WITNESS: I don't recall if there was a
4 submission from the City Attorney. I don't recall.

5 BY MS. MYERS:

6 Q Okay. Was that -- is that plan publicly available?

7 MR. MCRAE: Same objection, lack of foundation.

8 THE COURT: Overruled.

9 THE WITNESS: I don't know if it is. I don't know
10 if it is.

11 BY MS. MYERS:

12 Q Do you remember what the contents of the encampment
13 engagement plan was?

14 MR. MCRAE: Objection. If it's not publicly
15 available, just asserting could be potentially subject to a
16 privilege, attorney-client privilege, deliberative process
17 privilege.

18 THE COURT: Overruled.

19 THE WITNESS: I don't recall the details of that
20 plan, and I don't believe that you've submitted it for
21 review, have you?

22 BY MS. MYERS:

23 Q I'm sorry. I missed --

24 A I don't have -- I don't recall the details of the plan.

25 Q Okay. And you don't believe it was submitted for

IV-125

1 review? Can you clarify?

2 A No, no. You did not submit it, so I can't review it
3 here. Yes.

4 Q No, I do not have it.

5 A Okay.

6 Q And the encampment cleaning plan, similarly, can you
7 tell us what's in the encampment cleaning plan?

8 MR. MCRAE: Same -- lack of foundation.

9 THE COURT: Overruled.

10 THE WITNESS: Again, the details -- I don't recall
11 the details. This was several years ago that it was
12 submitted. But, as I recall, it generally described our
13 encampment cleaning program, principally Care and Care Plus.
14 BY MS. MYERS:

15 Q Okay. So, for purposes of the encampment cleaning, do
16 you know if it set any milestones of how many Care and Care
17 Plus operations needed to be conducted?

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

20 THE COURT: And this was as to cleaning?

21 THE WITNESS: Yes, the encampment cleaning
22 process.

23 THE COURT: Overruled.

24 THE WITNESS: I don't recall. I'd have to review
25 the document.

IV-126

1 BY MS. MYERS:

2 Q Okay. And was that plan approved by the City Council?

3 MR. MCRAE: Objection, lack of foundation.

4 THE COURT: Overruled.

5 THE WITNESS: Not that I recall directly.

6 Indirectly, in the funding and establishment of the Care and
7 Care Plus program, yes, but I don't believe the plan itself
8 was -- I don't believe the plan itself was approved by the
9 City Council.

10 BY MS. MYERS:

11 Q Okay. And so, then, the encampment reduction plan, you
12 said that was approved by the City Council?

13 MR. MCRAE: Objection, mischaracterizes the
14 witness' testimony. Also, lack of foundation.

15 THE COURT: Overruled.

16 THE WITNESS: So, your Honor, this would get into
17 conversations that took place in closed session.

18 THE COURT: All right. Thank you.

19 MS. MYERS: Your Honor, I'm not asking for the
20 contents of any conversation. I'm asking whether an
21 agreement was approved by the City Council.

22 THE COURT: You can answer that question, but no
23 conversation concerning closed session, or with the mayor or
24 any other councilperson.

25 THE WITNESS: It was approved.

IV-127

1 BY MS. MYERS:

2 Q Okay. I'm going to show you what's been marked as --
3 it's Plaintiffs' Exhibit 47. This is Exhibit I -- I'm
4 sorry. This is Exhibit 47. I'm going to show you this. Is
5 this what was approved by the City Council as the encampment
6 reduction plan?

7 MR. MCRAE: Objection, deliberative process
8 privilege, attorney-client privilege, lack of foundation.

9 THE COURT: Overruled.

10 THE WITNESS: This appears to be the plan that was
11 approved, yes.

12 BY MS. MYERS:

13 Q Okay. And I'm not trying to trip you up. I'm just
14 looking for some clarification. I'm going to show you
15 what's been marked as 55. I'm going to go to what's been
16 marked -- well, it was Exhibit J. This was also submitted
17 to the Court on February 27, 2024. Apologies. It's
18 backwards. This is a little bit different version of a
19 similar document.

20 MR. MCRAE: Your Honor, counsel is testifying. Is
21 there a question to the witness as to whether it's
22 different?

23 MS. MYERS: Sorry. Fair. I'll withdraw that.

24 BY MS. MYERS:

25 Q Providing this to you (indicating). Was this the

IV-128

1 encampment reduction plan that was approved by the City
2 Council?

3 MR. MCRAE: Same objections, lack of foundation,
4 attorney-client privilege, deliberative process privilege.

5 THE COURT: Overruled.

6 THE WITNESS: So, look. I appreciate that you
7 indicated that you weren't trying to trip me up. This
8 document looks very, very similar. I don't know if there
9 were differences. Thank you. And, honestly, I wouldn't be
10 able to tell you which one. I wouldn't be able to tell you.
11 I'm going to -- I'm not going to assume, either, but, if
12 this was what was submitted -- I just -- I just don't know.
13 These are similar in appearance. There are slightly
14 different numbers, it looks like, with the same total goal.
15 So I can't tell you which one was approved and which one --
16 or even the origin of the first one.

17 BY MS. MYERS:

18 Q Okay. And, again, I'm not trying to trip you up, using
19 the evidentiary hearing for purposes of developing the
20 record, trying to establish what the encampment reduction
21 plan was that was approved by the City Council. As you sit
22 here today, was it one of them?

23 MR. MCRAE: Objection, your Honor, lack of
24 foundation.

25 THE COURT: Could you state that again? That was

1 too quick.

2 BY MS. MYERS:

3 Q There are two encampment resolution plans that were
4 submitted in this court as the encampment reduction plan
5 approved by the City Council, and used in these proceedings.
6 I'm trying to identify which one was approved by the City
7 Council.

8 MR. MCRAE: Your Honor, my objection would be to
9 saying they were both approved and submitted as such. The
10 record will speak for itself, the capacity in which they
11 were submitted, and so I just want to make sure that that is
12 lodged.

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

15 MR. MCRAE: And a lack of foundation.

16 THE WITNESS: Look. I -- the information is just
17 organized in a slightly different way. The aggregate
18 milestone is the same. It's slightly different. So I would
19 need to go back in my records to look at -- I mean, they're
20 just too similar, and they look exactly the same. There's
21 just slight variations in numbers. So I cannot tell you
22 with certainty which is which.

23 BY MS. MYERS:

24 Q Sure. And is it possible for you to go back in your
25 records and identify which your understanding is that the

IV-130

1 City Council approved?

2 MR. MCRAE: Objection, assumes facts.

3 THE COURT: Would you state that again, Counsel.

4 BY MS. MYERS:

5 Q I was asking, Mr. Szabo, would it be possible for you
6 to go back in your records and determine which one the City
7 Council approved?

8 MR. MCRAE: Assumes facts.

9 THE COURT: Overruled.

10 MR. MCRAE: Lack of foundation.

11 THE WITNESS: I mean, I don't know until I did,
12 unless I did (sic), but I don't know. I don't know for
13 certain.

14 BY MS. MYERS:

15 Q And the intervening milestones are different between
16 the two, correct?

17 MR. MCRAE: Relevance and lack of foundation.

18 THE COURT: Overruled.

19 THE WITNESS: They are slightly different, and --
20 yes, there's a slight difference.

21 BY MS. MYERS:

22 Q And which one, Mr. Szabo, is the CAO's office using for
23 purposes of reporting its compliance with the encampment
24 milestones?

25 MR. MCRAE: Objection, assumes facts.

IV-131

1 THE COURT: Overruled.

2 THE WITNESS: I believe it's the second one, but I
3 would need to confirm that. I would need to confirm that.

4 THE COURT: Is the second one on the screen now?

5 THE WITNESS: I'm sorry. Exhibit -- I believe
6 it's Exhibit 65. Yes, Exhibit 65, the intervening
7 milestones.

8 THE COURT: Let's make certain. Let's get the --
9 let's make certain it's the right ones up on the screen.
10 Why don't you take a look at the screen for a moment. Is
11 this the one that you believe is being submitted to the
12 Court?

13 MS. MYERS: And I can --

14 THE COURT: I know it's sideways, but --

15 THE WITNESS: Yes. Well, if you -- can you go --
16 I guess go down, so we can go left?

17 THE COURT: Let's move that up a little bit.
18 There we go.

19 BY MS. MYERS:

20 Q And apologies. I will rotate that in just a minute.

21 A Sure.

22 Q Let's see. Those are the milestones (indicating)?

23 A Yes. Those appear to be the milestones that we're
24 using in our reporting.

25 Q Okay.

IV-132

1 A Yes.

2 Q So that is Exhibit 65, which is Document 668-1, which
3 was filed on February 7th, 2024, with the Court. Okay.
4 Thank you for that. And so this chart constitutes the
5 encampment reduction plan that was approved by the City
6 Council, correct?

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

9 THE COURT: Overruled. Let's confirm that.

10 THE WITNESS: I believe so, yes.

11 BY MS. MYERS:

12 Q Is this the entirety of the plan that was approved by
13 the City Council --

14 MR. MCRAE: Lack of foundation.

15 BY MS. MYERS:

16 Q -- for purposes of encampment reduction? Now, for
17 purposes of this line of questioning, I'm going to put aside
18 engagement and cleaning. We're going to talk only about
19 encampment reduction plans. So, for purposes of the
20 encampment reduction plan, is this the entirety of the plan
21 that was approved by the City Council?

22 MR. MCRAE: Objection to the preamble. It assumes
23 that there was a distinctions (sic). Also, lack of
24 foundation, and to the extent it invades deliberative
25 process privilege or attorney-client privilege.

IV-133

1 THE COURT: Overruled.

2 THE WITNESS: So now we would be directly entering
3 into our closed session conversation, and briefing of
4 counsel.

5 BY MS. MYERS:

6 Q I'm not asking about what was said. I'm asking solely
7 about the plan that was approved by the City Council. That
8 was provided to Plaintiffs, so there's -- I'm not asking for
9 attorney-client privilege. I'm asking about the plan that
10 was approved.

11 MR. MCRAE: Your Honor, objection to that, because
12 there's no question about what is being asked, but, to the
13 extent it's seeking the fruit of discussions with counsel,
14 it's a distinction without a difference, as far as invading
15 the privilege.

16 THE COURT: No, this is approval by the council.
17 This doesn't involve communication. It's overruled.

18 MR. MCRAE: Or closed session. Excuse me.

19 THE COURT: Thank you. Overruled.

20 THE WITNESS: So there was -- again, I'm going to
21 have -- there was discussions --

22 THE COURT: I'm going to just caution you. No
23 conversation. I don't want to know any communication. I
24 just want to know if this was approved by the council.

25 THE WITNESS: Yes, this was approved by the

1 council.

2 THE COURT: Thank you.

3 BY MS. MYERS:

4 Q And I'm just asking to clarify. Is this the entirety
5 of the agreement -- or the plan -- that was approved by
6 council? Is this chart, and the milestones and the
7 deadlines therein?

8 MR. MCRAE: Your Honor, objection that that could
9 branch into deliberative process privilege, closed session,
10 and attorney-client privilege.

11 THE COURT: Maybe the importance of this is what's
12 been submitted to the Court, and so this deliberative
13 process, though, gets interesting in closed session with
14 counsel, which you have the prerogative, but, also, these
15 potentially are public documents, subject to public
16 scrutiny, and I'm not certain why you would be an executive
17 session, nor am I inquiring, but I think it is relevant to
18 know what was approved, and if there are other documents in
19 existence, I think that's salient and relevant, and I don't
20 think that's subject to the deliberative privilege. I'm
21 going to overrule the objection.

22 You can answer that question, but no conversation,
23 please.

24 THE WITNESS: So I believe there was a some
25 documentation, potentially, and I just -- this is not the

IV-135

1 question for me. It's the question for the City Attorney.
2 I believe there was some documentation, some representations
3 submitted to the Court, per the discussions with the
4 Plaintiffs, characterizing the encampment reduction
5 milestones. That would have been reflective of the
6 discussion with the City Council.

7 BY MS. MYERS:

8 Q And you would --

9 THE COURT: Why are these subject to settlement
10 conferences with Judge Birotte? In other words, we may have
11 a settlement privilege here, also, and I want to be certain.

12 THE WITNESS: Quite possibly, but I'm not going
13 to -- I'm not the person to make the call on that, again.

14 THE COURT: Was Special Master Michele and/or
15 Judge Birotte in these discussions? I was somewhat walled
16 off from those, also, by the parties.

17 THE WITNESS: Very, very possibly, yes. They were
18 involved throughout.

19 BY MS. MYERS:

20 Q So, as I understand it, there are documents that are
21 part of the City's adoption of the encampment resolution
22 plan that are beyond this chart. Is that correct?

23 MR. MCRAE: Mischaracterizes the witness'
24 testimony, and assertion of the same privileges.

25 THE COURT: No, overruled. You can answer the

IV-136

1 question.

2 THE WITNESS: I believe there is some
3 documentation prepared by the City Attorney that reflects
4 our encampment reduction milestones and provides some
5 definition around them.

6 BY MS. MYERS:

7 Q Were those documents ever submitted to the Court?

8 MR. MCRAE: Objection, lack of foundation.

9 THE COURT: Overruled.

10 THE WITNESS: I don't know.

11 BY MS. MYERS:

12 Q Are those documents publicly available?

13 MR. MCRAE: Lack of foundation.

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

16 THE WITNESS: I don't know.

17 BY MS. MYERS:

18 Q And who would be in a position to know whether those
19 documents are publicly available?

20 MR. MCRAE: Lack of foundation, and it calls for
21 speculation.

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

24 THE WITNESS: I would defer to the City Attorney.

25 //

IV-137

1 BY MS. MYERS:

2 Q So you don't know who would know? So you're saying the
3 City Attorney would know whether they were publicly
4 available?

5 A Yes. I said I would defer to the City Attorney.

6 Q Okay. What does --

7 MS. MYERS: Thank you, Mr. Umhofer, for putting
8 this in the right direction.

9 BY MS. MYERS:

10 Q So, looking at the LA Alliance milestone goals, for
11 council district one --

12 THE COURT: Well, just a moment. At some point,
13 we're going to take a lunch, so, as a courtesy to you, you
14 can take that lunch whenever you want to, but check with
15 opposing counsel. If this is a good breaking point, fine.
16 If not, continue on, but get to a comfortable place, then,
17 to break.

18 MR. MCRAE: And, as we've said before, if we're
19 nearing completion of the -- so that the witness will be
20 tendered, City is fine with proceeding. I know the City
21 doesn't unilaterally decide when we stop, but, if we're
22 getting to that point --

23 THE COURT: That's a conversation the two of you
24 can have.

25 MR. MCRAE: The three. Shall we confer briefly,

IV-138

1 your Honor?

2 THE COURT: In other words, if you're going to
3 take another 15, 20 minutes or an hour, let's take a break.

4 MR. MCRAE: Completely, yes.

5 THE COURT: If --

6 MR. MCRAE: I'd better get over there, your Honor.

7 THE COURT: If you're going to conclude in five
8 minutes, then, if you want to go forward -- but that's
9 counsel's choice now. Each one of you, for each party, when
10 you take the lectern, that's your choice, in terms of when
11 to call the breaks.

12 Well, let's make this simple. I think we're
13 burning valuable time. We're now in recess. We'll see you
14 at 1:15. Okay? That will give you 10 minutes extra, unless
15 you want to -- unless you're close to finishing.

16 MS. MYERS: No. A recess is great, your Honor.
17 Thank you.

18 THE COURT: Recess. Okay. Let's take that
19 recess, then.

20 Thank you very much, sir. You may step down.
21 And, once again, so there's no insinuation, you can talk to
22 either counsel, both counsel, or no counsel, Mr. Szabo.

23 THE WITNESS: Yes.

24 THE COURT: All right. Thank you. Talk to
25 anybody you'd like to. Okay? So there's no insinuation of

IV-139

1 any impropriety. Thank you. Okay. Thank you.

2 (Proceedings recessed to reconvene.)

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IV-140

Afternoon Session

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(Call to Order)

THE COURT: We're back on the record. The witness
is present. Counsel are present.

Counsel, would you like to continue?

MS. MYERS: Yes. Thank you, your Honor.

MATT SZABO - PLAINTIFFS' WITNESS - PREVIOUSLY SWORN

CROSS EXAMINATION (RESUMED)

BY MS. MYERS:

Q So, when we went on recess for lunch, we were looking
at Exhibit 65, Plaintiffs' Exhibit 65, which is Document
668-1, which is filed with the Court. And then before the
break, there was some confusion about what constituted the
correct encampment reduction plan. Were you able to resolve
that confusion?

MR. MCRAE: Objection as to the characterization,
your Honor.

THE COURT: Well, it's a little vague. Sustained.

BY MS. MYERS:

Q There were two separate documents submitted to this
Court as the Encampment Reduction Plan. I presented both of
them to you, and you indicated you thought one was the
Encampment Reduction Plan. Were you able to confirm that
Document 668-1, which is Exhibit 65, is the Encampment

IV-141

1 Reduction Plan that was approved by the City?

2 (Pause.)

3 A The -- no, the -- I wasn't able to -- to confirm, but
4 the -- the -- the -- the latter document or the document
5 that you just mentioned is the -- is the document that we're
6 using to assess the progress towards the milestones.

7 Q Okay. So, then, for purposes --

8 MR. UMHOFFER: May I approach with this?

9 BY MS. MYERS:

10 Q So, for purposes in the next set of questions then, I'm
11 going to refer to Document 65 -- Exhibit 65, which is the
12 document in front of you, page 74. I'm going to refer to
13 that as the Encampment Reduction Plan then for purposes of
14 these questions.

15 And, so, I'm going to actually direct you to Exhibit
16 302. I'm going to put that on the screen. And you
17 previously attested that this is a document prepared by the
18 CAO's Office to submit to the Court as part of the City's
19 quarterly reporting for this case, correct?

20 A Correct. Correct, yes.

21 Q And what is your understanding of what this quarterly
22 report represents?

23 A The quarterly -- the quarterly report represents the
24 number of encampment resolutions or reductions as defined by
25 the agreed upon documents per Council District and aggregate

1 for the City.

2 Q And, so, if we're looking at Council District 1, which
3 is Eunisses Hernandez's District and the first row, the
4 first column in the first row, January 1st through January
5 30th, 2024, it says 70. What does the number 70 represent
6 for purposes of this report?

7 A The number 70 represents the number of tents, makeshift
8 shelters, cars and RVs or RVs removed from the public right
9 of way.

10 Q So, for purposes of this reporting, the City removed 70
11 tents, vehicles and makeshift shelters, correct?

12 MR. MCRAE: Objection as to the "and".
13 Mischaracterizes the witness's testimony.

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

15 MR. MCRAE: Oh, I'm sorry. Objection to "and".
16 It mischaracterizes the witness's testimony.

17 THE COURT: It's --

18 MR. MCRAE: I'm saying as opposed to and/or.

19 THE COURT: Footnote two, Counsel, I think
20 footnote two says data represents makeshift shelters and
21 vehicles removed from the public right of way.

22 MR. MCRAE: Right. But he was asked about his
23 testimony.

24 THE COURT: Ah. You may ask the question if you
25 want.

IV-143

1 BY MS. MYERS:

2 Q I was asking a -- I was actually asking a different
3 question that what Mr. Szabo answered, which is number seven
4 -- the number 70 represents tents, vehicles and makeshift
5 shelters removed from the public right of way, correct?

6 A Correct.

7 Q Okay. And that number corresponds then if you go to
8 the Encampment Resolution Plan that was approved by the City
9 Council in Exhibit 65, that represents the same type of item
10 that -- that represents the same thing as what appears in
11 the first column under CD1 for that time period. Is that
12 correct?

13 MR. MCRAE: Objection. Vague as to "thing". Lack
14 of foundation.

15 THE COURT: Well, I thought it was 70 and 71.
16 There's one digit off I think or one number off.

17 MS. MYERS: Yeah. One is milestones. The other
18 one is actual -- actual tents.

19 BY MS. MYERS:

20 Q So, I'm just getting at when -- when it says 71 here
21 for purposes of the LA -- LA Alliance milestone goals, was
22 it your understanding then or are you representing that 71
23 refers to makeshift shelters, tents, and vehicles?

24 A Yes, correct.

25 Q Okay. Okay. And, so, there are two different

IV-144

1 footnotes here in the report. Footnote one says:

2 "Data represents tents and vehicles
3 removed from the public right away."

4 And that footnote applies to January 1st to June 30th,
5 2024, correct?

6 A Yes. I'm -- and I'm sorry. I -- I -- I see what
7 you're trying to -- there are -- there are two definitions,
8 if that's what you're trying to --

9 Q Yes.

10 A You could -- okay. Yes, there -- the 70 -- the 70 in
11 the reports represents tents and vehicles removed from the
12 public right of way, and if you -- I'm just going to -- I'll
13 leave it at that. The -- the 70 represents 70 tents and
14 vehicles removed from the public right of way.

15 Q Okay. So, for the reporting period from January 1st to
16 June 30th, 2024, am I correct to understand that the City
17 reported tents and vehicles removed from the public right of
18 way?

19 A Yes.

20 Q And then for the next reporting periods, the City
21 reported tents, makeshift shelters, and vehicles removed
22 from the public right of way?

23 A Yes, that's correct.

24 Q Okay. What does it mean to remove a tent from the
25 public right of way?

IV-145

1 MR. MCRAE: Objection. Calls for a legal
2 conclusion. Lack of foundation.

3 THE COURT: Overruled.

4 THE WITNESS: So, when we -- the -- the data
5 provided is -- it does not -- is -- is agnostic as it
6 relates to whether it's a Care and Care Plus operation or an
7 Inside Safe operation or another operation that -- that
8 provides housing because that was not the standard. That
9 was not the agreement. The -- the standard is to -- that
10 the City would remove 9800 tents, make -- tents, makeshift
11 shelters, and vehicles from the public right of way over the
12 period of the -- over the period of the agreement, which
13 actually goes through 2026. Those are the milestones,
14 rather.

15 When we are reporting a removal of a tent, that
16 would be when the Bureau of Sanitation in this case takes
17 possession or custody of that tent, either voluntarily --
18 and where -- when there's a housing operation, there's an
19 effort to convince or to offer the individual the
20 opportunity to dispose of their -- of their tent as they're
21 going to receive the housing resource.

22 So, when Sanitation either takes possession of the
23 tent and disposes of it voluntarily, with voluntary
24 compliance, whether -- or if the -- the tent is soiled or
25 otherwise deemed a health hazard, Sanitation would take

IV-146

1 possession, custody of the tent and -- and dispose of it,
2 and there may be cases where the tent is yielded for the
3 purposes of -- of storage.

4 Same goes for makeshift shelters. As the --
5 BY MS. MYERS:

6 Q I'm just going to ask about tents.

7 A Okay. Just tents. Okay.

8 Q Just tents.

9 A What we are counting is tents that Sanitation takes
10 possession of, takes custody of and removes from the public
11 right of way. To -- to provide more context to that
12 definition, what we are not talking about is if a cleaning
13 is about to happen and we close the street and request the
14 individual to gather their belongings and move temporarily
15 across the street while the cleaning of the public right of
16 way takes place and then the move right back after the
17 cleaning is completed, we do not count those movement of
18 tents as encampment reductions or resolutions. The
19 reductions are defined by tents that the Bureau of
20 Sanitation takes possession of either for the purposes of
21 disposal or storage.

22 Q So, you said that this -- that this is calculated
23 during Care and Care Plus and Inside Safe operations. What
24 other operations go into calculating this data point?

25 A I would ask you to clarify are we still speaking

IV-147

1 specifically and only about tents?

2 Q Yes.

3 A It would be -- I mean, I would say all of the
4 operations where tents are removed from the public right of
5 way involve the Bureau of Sanitation. So, it would be a
6 Care and Care -- a Care Plus team, rather, that would --
7 that would collect the data as they are removing the tents
8 from the public right away, whether that is through a Care
9 and -- a standard Care and Care Plus operation or whether
10 that is after an Inside Safe operation has taken place and
11 then Care and Care Plus could come in afterwards to -- to
12 remove the items that are to be removed through voluntary
13 compliance.

14 Q So, you said Care and Care Plus, and you said Inside
15 Safe. Are there any other types of operations that LA
16 Sanitation conducts that feed into this data point?

17 MR. MCRAE: Objection. Asked and answered.

18 THE COURT: Overruled.

19 THE WITNESS: I mean, you're asking this -- a
20 question that I don't think there's an answer to because any
21 -- it's -- it's -- it is the Care Plus team that would do
22 this work. So, it's -- so, it's related to any time that a
23 tent is removed, it's a Care Plus -- it's a Care Plus
24 operation.

25 //

IV-148

1 BY MS. MYERS:

2 Q Okay.

3 A Whether it comes after an Inside Safe operation,
4 another type of operation -- there's another type of housing
5 operation that is taking place or whether it's a standard
6 regularly scheduled cleaning.

7 Q Okay. That's helpful to clarify that Care Plus
8 conducts the cleanups in relation to Inside Safe.

9 A Yes.

10 Q Okay. So, for example, illegal dumping, if the LA
11 Sanitation goes out to address illegal dumping, that would
12 not count towards this total or would it?

13 MR. MCRAE: Ob -- well, it's compound. It's --

14 BY MS. MYERS:

15 Q Would it count towards this total?

16 MR. MCRAE: It's vague and ambiguous. It lacks
17 foundation. An illegal dumping would call for a legal
18 conclusion.

19 THE COURT: Overruled.

20 THE WITNESS: That -- that's a separate program.

21 BY MS. MYERS:

22 Q Than Care Plus?

23 A It's a separate program than Care Plus, yes.

24 Q Okay. And do separate teams conduct the illegal
25 dumping versus Care and Care Plus?

IV-149

1 A I would defer to those responsible for carrying out
2 these operations, so the Bureau of Sanitation.

3 Q You said it -- the tent removal includes when a tent is
4 removed for storage by LA Sanitation, is that correct?

5 MR. MCRAE: Objection. Asked and answered.

6 THE COURT: Overruled. It's foundational.

7 THE WITNESS: Yes.

8 BY MS. MYERS:

9 Q Under what circumstances would LA Sanitation take a
10 tent for storage?

11 MR. MCRAE: Objection. Lack of foundation and
12 vague.

13 THE COURT: If you know, you can answer it.

14 THE WITNESS: I can't -- I can't give a complete
15 answer, but the -- I know that the policy is to seek
16 voluntary compliance. So, the individual who has possession
17 of the tent would -- the -- the primary objective is
18 voluntary compliance. Either they yield the tent for
19 disposal, they may request that it be stored, or -- well, it
20 would be those -- it would be those two options, whether in
21 -- in working with the individual if they request that it be
22 stored versus -- versus allowing the Sanitation to -- to
23 dispose of it. That's -- that's -- that is -- that's the
24 process.

25 //

IV-150

1 BY MS. MYERS:

2 Q I just want to make sure I -- I understand what your
3 testimony is. Is it your testimony that that -- those are
4 the two instances in which a tent is removed from the public
5 right of way ips when it's voluntarily surrendered or when
6 it's -- when it's taken for storage?

7 MR. MCRAE: Objection. Mischaracterizes the
8 witness's testimony and asked and answered.

9 THE COURT: Just reask the question.

10 BY MS. MYERS:

11 Q I'm -- I'm just trying to clarify what -- what your
12 testimony is. So, is it your testimony that the only two
13 instances in which a tent is removed from the public right
14 of way ips when it's voluntarily dis -- voluntarily
15 surrendered by an unhoused person or it's sent to storage?

16 MR. MCRAE: Asked and answered.

17 THE COURT: Overruled.

18 THE WITNESS: That's not what I said.

19 BY MS. MYERS:

20 Q Okay.

21 A That's not what I said.

22 Q Okay. Can you clarify what you did say?

23 A The question that you asked was regarding the instances
24 that it would go to -- that the tent would go to storage.

25 Q Yeah.

IV-151

1 A So, that would be under the voluntary compliance. I
2 said if we're talking about tents only, Sanitation would
3 seek to remove the tent through voluntary surrender, either
4 surrender for disposal or surrender for storage. Or if the
5 environmental compliance inspectors determine that the tent
6 is -- again, I'll use tent because we're only using tent.

7 Q Yes.

8 A -- is a -- a health hazard, a public health hazard, in
9 that case, the Bureau of Sanitation would remove the tent
10 and -- and dispose of it.

11 Q Okay. You -- you're right. I'm asking you
12 specifically about storage. So, narrowing down to some
13 storage. So, putting aside discarding property, is it then
14 your testimony that LA Sanitation only sends tents to
15 storage when unhoused folks voluntarily surrender those
16 tents for storage?

17 MR. MCRAE: Objection. Relevance, your Honor.

18 THE WITNESS: So -- so, yet again, you're asking a
19 -- a categorical? I'm sorry.

20 THE COURT: No.

21 (Pause.)

22 THE COURT: I'm confused by that question. I'm
23 going to have you reask it.

24 MS. MYERS: Sure.

25 //

IV-152

1 BY MS. MYERS:

2 Q I'm -- I'm a little -- I'm a little confused as well.
3 So, maybe I'll just take a step back. Under what
4 circumstances does LA Sanitation send tents to storage that
5 would then get counted towards the LA Alliance encampment
6 resolution data?

7 MR. MCRAE: Objection. Vague. Lack of
8 foundation.

9 THE COURT: Overruled.

10 THE WITNESS: I would defer to the Bureau of
11 Sanitation on that.

12 BY MS. MYERS:

13 Q Okay.

14 A We report the numbers if they are removed from the
15 public right of way and sent to storage. The manner in
16 which that -- that is implemented, that's a -- I'd defer to
17 Sanitation.

18 Q Okay. And who keeps track of whether a tent is sent to
19 storage?

20 MR. MCRAE: Objection. Lack of foundation and
21 relevance.

22 BY MS. MYERS:

23 Q For purposes of this report.

24 MR. MCRAE: Same objections.

25 THE COURT: Overruled. You may answer.

IV-153

1 THE WITNESS: The Bureau of Sanitation to -- the
2 Bureau of Sanitation, but the report doesn't indicate
3 whether a tent was sent to storage or disposed.

4 BY MS. MYERS:

5 Q It just simply says it was removed from the public
6 right of way?

7 A Which is the standard.

8 Q And you say which is the standard, and what standard
9 are you referring to?

10 A I'm referring to the -- the agreement that was set
11 forth in -- in the milestones on the 9800 tents, makeshift
12 shelters, and vehicles that were -- that was -- that was
13 established. Those -- that 9800, the standard was that the
14 tents -- that 9800 tents, makeshift shelters and/or vehicles
15 would be removed from the public right of way.

16 Q And is that standard outlined in writing anywhere?

17 A I believe that it is, yes.

18 Q And where would one find that document?

19 MR. MCRAE: Objection. Asked and answered.

20 THE COURT: Overruled. You can answer that,
21 please.

22 THE WITNESS: I believe that document was -- I
23 believe that document was submitted to the Court.

24 BY MS. MYERS:

25 Q And when you say "submitted to the Court", do you

IV-154

1 understand that to be submitted to someone working with the
2 Court or filed on the public docket?

3 MR. MCRAE: Lack of foundation.

4 THE COURT: Overruled.

5 THE WITNESS: It's -- I mean, I don't -- I -- I
6 wasn't -- I didn't send it in, but it's an exhibit.

7 THE COURT: Just a moment. Before that, if we
8 have another break, counsel can find that for you.

9 THE WITNESS: Yeah.

10 THE COURT: All right. If -- if it exists, and it
11 may be a filing with the Court, Counsel. But you can check
12 and talk to counsel.

13 BY MS. MYERS:

14 Q And, just to clarify, you said it -- was it a filing
15 with the Court?

16 MR. MCRAE: Objection. Mischaracterizes the
17 witness's testimony.

18 MR. MCRAE: He believes it is, Counsel.

19 MS. MYERS: Okay.

20 BY MS. MYERS:

21 Q Did the -- did the standard set forth what it means to
22 remove tents, makeshift shelter or vehicle from the public
23 right of way?

24 MR. MCRAE: Objection. Calls for a legal
25 conclusion. Lack of foundation.

IV-155

1 THE COURT: Restate that again, please, a little
2 slower.

3 BY MS. MYERS:

4 Q Does the -- does the standard that you're referring to
5 classify what it means to remove a tent encampment or
6 vehicle from the public right of way?

7 MR. MCRAE: Objection.

8 BY MS. MYERS:

9 Q Focusing on remove.

10 MR. MCRAE: Objection. Calls for a legal
11 conclusion. Lack of foundation.

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

14 THE WITNESS: I -- I don't recall and -- and would
15 need to review the documents.

16 BY MS. MYERS:

17 Q Okay. So, based on this -- based on this standard, is
18 it your understanding that if an unhoused person is removing
19 their belongings during a Care Plus cleanup and leaves a
20 tent behind for disposal, that would count as a tent that
21 was removed from the public right of way?

22 MR. MCRAE: Objection. Incomplete hypothetical.
23 Lack of foundation. Vague.

24 THE COURT: Over --

25 MR. MCRAE: Calls for a legal conclusion.

IV-156

1 THE COURT: You can answer the question.

2 Overruled.

3 THE WITNESS: If the tent was removed from the
4 public right of way by the Bureau of Sanitation, yes.

5 BY MS. MYERS:

6 Q Does it matter if the unhoused person receives a
7 subsequent -- receives a -- a tent that afternoon to replace
8 the tent that was discarded?

9 MR. MCRAE: Objection. Vague as to receive.

10 THE COURT: Overruled.

11 MR. MCRAE: Incomplete hypothetical. Calls for a
12 legal conclusion. Lack of foundation.

13 THE COURT: I'm not certain foundationally how
14 he'd know that.

15 MS. MYERS: I'm -- I'm asking for purposes of the
16 CA -- let me just clarify for everyone. I'm asking for
17 purposes of the CAO's report --

18 THE COURT: Report.

19 MS. MYERS: -- reporting data to the Court, if a
20 tent --

21 THE COURT: If there's a replacement tent?

22 MS. MYERS: Yeah, if there's a replacement tent.

23 THE COURT: Overruled. You can answer that.

24 MR. MCRAE: Your Honor, not objection. I just --
25 can I understand the question? If there's a replacement

IV-157

1 tent, what? What's the question?

2 THE COURT: The question basically was if you had
3 a tent removed for whatever reason -- or I took the question
4 to be -- and then that same afternoon another tent was
5 replaced, somebody gave him -- he or she obtained it, how
6 that's counted in a report to the Court.

7 MR. MCRAE: You mean put back on the street?

8 THE COURT: Thank you, Counsel.

9 MR. MCRAE: Okay.

10 THE COURT: Overruled.

11 MR. MCRAE: All right.

12 THE COURT: You can answer the question.

13 THE WITNESS: I -- I don't know how it would be --
14 how we would go about accounting for that.

15 BY MS. MYERS:

16 Q So --

17 A I'm -- I'm -- I'm reporting tents that existed in the
18 public right of way and through either voluntary compliance
19 or determination by environmental compliance inspectors were
20 deemed a hazard are removed from the public right of way.
21 We count those.

22 Q And can you -- can you explain what you mean by the
23 term "voluntary compliance"?

24 A Voluntarily surrendered by the individuals in
25 possession of the tent --

IV-158

1 Q Okay. So, if --

2 A -- to the Bureau of Sanitation.

3 Q If an unhoused person turns over their tents to LA
4 Sanitation at LA Sanitation's instruction, you would
5 consider that voluntary compliance?

6 MR. MCRAE: Objection. Relevance. Lack of
7 foundation. Calls for a legal conclusion. Incomplete
8 hypothetical and speculation.

9 THE WITNESS: Yes.

10 THE COURT: Um --

11 THE WITNESS: Oh, I'm sorry, once again.

12 THE COURT: That's fine.

13 THE WITNESS: I'm so sorry, Judge.

14 THE COURT: Yeah. I think the answer's actually
15 self-evident. So, overruled.

16 BY MS. MYERS:

17 Q What is -- that is the unhoused person in that
18 circumstance voluntarily complying with?

19 MR. MCRAE: Objection. Incomplete hypothetical.
20 Speculation.

21 THE COURT: Would you --

22 MR. MCRAE: Lack of foundation.

23 THE COURT: -- restate that?

24 BY MS. MYERS:

25 Q What is the unhoused person in that situation where you

IV-159

1 spoke of voluntary compliance, what are they complying with?

2 MS. KAOUNIS: Lack of foundation. Hypothetical.

3 Calls for speculation.

4 THE COURT: Yes, sustained. I don't understand,

5 Counsel. It seems speculative and --

6 MS. MYERS: Your Honor, Mr. Szabo has testified
7 that they count that voluntary compliance. I'm trying to
8 understand what an individual is voluntarily complying with.
9 What constitutes compliance?

10 THE COURT: And how does that make a difference in
11 the Court -- or the quarterly report submitted to the Court?
12 In other words, if it has a nexus to that, I'm going to
13 overrule the objection.

14 MS. MYERS: Sure.

15 THE COURT: If it doesn't, then I'm going to
16 sustain it.

17 MS. MYERS: Your Honor, it goes directly to the
18 question that the City themselves posed about what this --
19 what the data points here represents. The City has -- the
20 City has argued that the -- these data points can't possibly
21 represent people going into housing. These people have a
22 right because the City can't control whether they go into
23 housing or not. And, so, I'm trying to -- I'm trying to
24 understand under what circumstances the City is taking
25 unhoused folks' tents for purposes of this data collection.

IV-160

1 THE COURT: And how does that relate, once again,
2 back to the quarterly report, to the count?

3 MS. MYERS: I'm trying to get at what is included
4 in that count, your Honor. If -- Mr. Szabo testified that
5 -- that individuals -- he counts when individuals are in
6 voluntary compliance.

7 THE COURT: Okay.

8 MS. MYERS: All I'm trying to get at, your Honor,
9 is voluntary compliance with what, with laws, instructions,
10 with -- with what does voluntary compliance refer to.

11 THE COURT: One more question, and that is how
12 does that affect the count, in other words, if the count's
13 accurate or not? Does it matter if it's voluntary
14 compliance, abandonment?

15 MS. MYERS: And, your Honor, I think that's what
16 we're trying to get at is the universe that -- the universe
17 of surrender and -- and the circumstances in which LA
18 Sanitation gets a tent and what's counted towards this.

19 But I would note, your Honor, you've already ruled
20 that this definition is not what -- is -- is not what the
21 agreement actually gets to. So, I -- I'm really just trying
22 to understand --

23 THE COURT: Removal?

24 MS. MYERS: -- for purposes of this --

25 THE COURT: I'm going to let you answer the

IV-161

1 question, but I'm going to be concerned at some point about
2 403.

3 MS. MYERS: Sure.

4 THE COURT: So, a few more questions in this area.

5 BY MS. MYERS:

6 Q So, when you say voluntary compliance, voluntary
7 compliance with what?

8 MR. MCRAE: Objection. Lack of foundation.
9 Vague. Relevance.

10 THE COURT: Overruled.

11 THE WITNESS: Voluntary surrender of -- of the
12 tent to the Bureau of Sanitation. As it relates to the
13 actual procedures that the Bureau of Sanitation follows to
14 obtain the voluntary compliance, I would defer to the Bureau
15 of Sanitation.

16 BY MS. MYERS:

17 Q And I'm still trying to get at when you say voluntary
18 compliance, are you speaking about -- let me -- let me ask
19 you this. When you say voluntary compliance, do you mean
20 instruction by LA Sanitation to turn over a tent?

21 MR. MCRAE: Objection. Lack of foundation.
22 Vague. Relevance. Hypothetical.

23 THE COURT: If you understand the question, you
24 can answer it.

25 THE WITNESS: I understand the question, and I

IV-162

1 will once again defer to the Bureau of Sanitation on the
2 policies and procedures implemented to obtain voluntary
3 compliance in these operations.

4 BY MS. MYERS:

5 Q And, again, I'm asking about your testimony. You're
6 testifying about voluntary compliance. Compliance with
7 what? Are you -- are you saying voluntary compliance with
8 LA Sanitation's instruction to turn over a tent or voluntary
9 compliance with the Municipal Code? What does voluntary
10 compliance refer to?

11 MR. MCRAE: Objection. Calls for a legal
12 conclusion. Lack of foundation, and asked and answered
13 multiple times and calls for speculation.

14 THE COURT: No. Overruled. That one's clear.
15 You can answer.

16 THE WITNESS: We report on the number of tents or
17 makeshift shelters or vehicles that are removed from the
18 public right of way. Sanitation holds the -- the data for
19 tents and makeshift shelters. We work with them to verify
20 the data and submit it to the Court, consistent with our
21 agreement as to what constitutes an encampment reduction.

22 MS. MYERS: Move to strike as nonresponsive, your
23 Honor.

24 MR. MCRAE: I oppose that, your Honor.

25 THE COURT: Thank you. Reask the question then.

IV-163

1 BY MS. MYERS:

2 Q When you say voluntary compliance, are you -- what are
3 you referring to the individual complying with?

4 MR. MCRAE: Same objections.

5 THE COURT: Overruled.

6 THE WITNESS: Once again, I will defer to the
7 Bureau of Sanitation which is in charge of executing those
8 operations. The CAO's Office doesn't oversee that
9 interaction. Their policies and procedures lie within the
10 Bureau of Sanitation, and I -- I can't answer that question.
11 That I defer to -- to those responsible for executing the
12 operation.

13 MS. MYERS: Again, move to strike as
14 nonresponsive, your Honor.

15 THE COURT: I won't strike it. That's the answer,
16 Counsel. Just reask the question.

17 BY MS. MYERS:

18 Q Are you familiar with Los Angeles Municipal Code 5611?

19 MR. MCRAE: Objection. Relevance.

20 THE COURT: Overruled.

21 THE WITNESS: I'm generally familiar with it. I'm
22 not a City Attorney.

23 BY MS. MYERS:

24 Q What is your general understanding of Los Angeles
25 Municipal Code 5611?

IV-164

1 MR. MCRAE: Relevance. Calls for a legal
2 conclusion.

3 THE COURT: Overruled.

4 MR. MCRAE: And lack of foundation.

5 THE COURT: You can answer it. Overruled.

6 THE WITNESS: General understanding is that it is
7 a portion of the Municipal Code that regulates the amount of
8 items that can be in the public right of way.

9 BY MS. MYERS:

10 Q Under Los Angeles Municipal Code 56-11, are tents
11 prohibited in the public right of way?

12 MR. MCRAE: That calls for a legal conclusion, and
13 it lacks foundation, and it calls for speculation.

14 THE COURT: In your opinion, you can cast that
15 opinion. If you have an opinion about that, you can cast
16 that opinion.

17 THE WITNESS: My answer is, I mean, we haven't
18 regularly used 5611 in -- in many years. So, I -- my -- my
19 recollection -- I don't -- I don't -- I don't recall how it
20 -- how it regulates tents. I believe there is some
21 regulation, but I just don't remember what it is.

22 BY MS. MYERS:

23 Q Okay. Is there any other regulation or ordinance other
24 than Los Angeles Municipal Code 5611 that would prohibit
25 tents in the public right of way?

IV-165

1 MR. MCRAE: That calls for a legal conclusion and
2 speculation and lack of foundation.

3 THE COURT: If you know of another ordinance, you
4 can state what that might be, if you know.

5 THE WITNESS: I would -- I would need -- I would
6 need to defer to the City Attorney on that.

7 THE COURT: Okay.

8 BY MS. MYERS:

9 Q Okay. So, then when you are speaking of voluntary
10 compliance, you're not talking about then voluntary
11 compliance with the Municipal Code?

12 MR. MCRAE: That calls for speculation.

13 THE COURT: Overruled. You can state your answer,
14 sir.

15 THE WITNESS: I -- I'm reflecting my understanding
16 of the policies and procedures that are implemented by the
17 Bureau of Sanitation as they carry out their Care and Care
18 Plus operations.

19 BY MS. MYERS:

20 Q Is it your understanding that when a person goes into
21 an Inside Safe facility, they are voluntarily giving up
22 their belongings when they go into that facility?

23 MR. MCRAE: Objection. Relevance. Lack of
24 foundation. Calls for a legal conclusion. Speculation.
25 Lack of foundation.

IV-166

1 THE COURT: And how does that relate back to the
2 quarterly count, Counsel?

3 MS. MYERS: Your Honor, I'm trying to understand
4 the circumstances in which the City is obtaining the items
5 that go towards the encampments resolution data which
6 relates directly to the arguments the City has put forth
7 related to the interpretation of this agreement.

8 THE COURT: Overruled. You can answer the
9 question.

10 THE WITNESS: Repeat the question.

11 BY MS. MYERS:

12 Q Is it your understanding that when individuals go into
13 the Inside Safe Program, that they are voluntarily giving up
14 their belongings before they go into the Inside Safe
15 Program?

16 MR. MCRAE: Objection. Lack of foundation. Calls
17 for a legal conclusion. Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: I can't comment on that.

20 BY MS. MYERS:

21 Q How many of the -- do you know how many of the tents
22 and makeshift encampments recorded in the encampment
23 resolution data relate to Inside Safe operations?

24 MR. MCRAE: Relevance.

25 THE COURT: Overruled.

IV-167

1 THE WITNESS: We don't report that.

2 BY MS. MYERS:

3 Q I asked you --

4 A So, I don't -- so, I don't -- I don't know.

5 Q Okay. Would anyone know that?

6 MR. MCRAE: Calls for speculation.

7 THE COURT: Overruled.

8 THE WITNESS: Potentially, yes.

9 BY MS. MYERS:

10 Q Who would know that? Which City department would know
11 that?

12 MR. MCRAE: Lack of foundation. Calls for
13 speculation.

14 THE COURT: Overruled.

15 THE WITNESS: The City department that is
16 responsible for the Care and Care Plus operations. That's
17 the Bureau of Sanitation.

18 BY MS. MYERS:

19 Q And, specifically the Livability Services Division,
20 correct?

21 MR. MCRAE: Calls for speculation. Lack of
22 foundation.

23 THE COURT: Overruled.

24 THE WITNESS: Yes.

25 //

IV-168

1 BY MS. MYERS:

2 Q Okay. And do you request underlying data from the
3 Livability Services Division related to the tents, makeshift
4 encampments and vehicles that are included in the encampment
5 reduction data?

6 MR. MCRAE: Vague. Lack of foundation.
7 Relevance.

8 THE COURT: Do you understand the question?

9 THE WITNESS: I do.

10 THE COURT: Okay. Overruled.

11 THE WITNESS: We request data that is necessary
12 for verification purposes to ensure that our reports are
13 accurate as we're submitting them to the Court.

14 BY MS. MYERS:

15 Q And what verification data do you receive?

16 A Sanitation keeps fairly meticulous data on its tent,
17 makeshift shelter removal from the public right of way.

18 Q Do they?

19 MR. MCRAE: Objection. That's argumentative.

20 THE COURT: Sustained. Stricken.

21 BY MS. MYERS:

22 Q And what do they provide to you?

23 A They have a -- a database that records every tent and
24 makeshift shelter removal from the public right of way.
25 That database includes photographic evidence of the tents

IV-169

1 and makeshift shelters removed.

2 Q Does that include the circumstances in which the tent
3 or makeshift -- well, I'm going to stick with tent. Does it
4 include the context in which the tent was removed?

5 MR. MCRAE: Objection. Vague. Relevance.

6 THE COURT: Would you restate -- would you state
7 that again?

8 BY MS. MYERS:

9 Q Does it include information about the context in which
10 the tent was removed from the public right of way?

11 MR. MCRAE: Objection. Vague. Relevance.

12 THE COURT: Overruled.

13 THE WITNESS: I don't know because we are not
14 required to report on that information.

15 BY MS. MYERS:

16 Q So, I understand you're not required to report on that
17 information, but you said that LA Sanitation provides that
18 information for verification. So, I'm just trying to get at
19 whether the information they provide for verification
20 provides the context in which the tent was removed.

21 MR. MCRAE: Asked and answered.

22 THE COURT: To Mr. -- to Mr. Szabo's office?

23 MS. MYERS: Yeah.

24 THE COURT: All right. Overruled.

25 THE WITNESS: We -- we review the -- the data

IV-170

1 necessary to confirm whether the tent or makeshift shelter
2 was removed from the public right of way. That if what I
3 report on, and that is the data that we request as
4 verification. So, I don't know whether they have additional
5 information. But I request the necessary information to
6 verify the numbers that I'm reporting to the Court.

7 BY MS. MYERS:

8 Q And, so, from your perspective, what is the necessary
9 information to verify what is removed from the public right
10 of way?

11 MR. MCRAE: Objection. Vague. Calls for a legal
12 conclusion. Lack of foundation. Relevance.

13 THE COURT: Overruled. You can answer the
14 question, please.

15 THE WITNESS: The -- the date time of the
16 operation, the photographic evidence that indicates what is
17 being counted as a tent or makeshift shelter before and
18 after is in my view substantial verification that what we
19 are reporting is accurate.

20 BY MS. MYERS:

21 Q So, it doesn't include the location of the cleanup?

22 MR. MCRAE: Objection. Asked and answered.

23 THE COURT: I'm sorry?

24 BY MS. MYERS:

25 Q So, it doesn't include the location of the cleanup?

IV-171

1 MR. MCRAE: Asked and answered.

2 THE COURT: Overruled.

3 THE WITNESS: It includes the location.

4 BY MS. MYERS:

5 Q Okay. So -- so, date, time, photographic evidence
6 before and after and location?

7 A Yes.

8 Q Anything else?

9 A There's other information, but not to my knowledge, no.
10 That's -- that's the basic information that -- that we
11 request when -- when reviewing the numbers.

12 Q Are you provided other information beyond what you
13 request?

14 MR. MCRAE: Objection. Asked and answered.

15 THE COURT: I believe you stated that you were but
16 you can't recall. Is that the answer? Additional
17 information or is this the substance of the information, the
18 date, time, photographic evidence and the location?

19 THE WITNESS: That's the basic information that --
20 that we review. What I had answered previously is that I
21 was not aware whether there was additional information
22 because the nature of the report required to verify the
23 removal. So, we -- we look at the information necessary to
24 verify the removal.

25 //

IV-172

1 BY MS. MYERS:

2 Q What does the term "public right of way" mean?

3 MR. MCRAE: Objection. Calls --

4 BY MS. MYERS:

5 Q For purposes of the data you're reporting for the LA
6 Alliance, what is the public right of way?

7 MR. MCRAE: Calls for a legal conclusion. Lack of
8 foundation. Speculation.

9 THE COURT: And an offer of proof. How does that
10 come back to the quarterly reports and the accuracy that the
11 Court's receiving? What's the nexus?

12 MS. MYERS: Trying to understand what is included
13 and what is excluded for purposes of these reports, because
14 these reports indicate -- it's not clear that these reports
15 indicate all of the tents or whether they indicate a certain
16 number of tents. So, I'm -- that's why I'm asking, your
17 Honor, about each of the pieces.

18 THE COURT: No. I'm going to overrule the
19 objection, Counsel. They could come from other source than
20 the public right of way. I understand that.

21 THE WITNESS: I'm not going to provide you a legal
22 definition of the public right of way, but it is -- if I
23 could finish, it -- it is generally streets and --
24 sidewalks, streets generally understood as the public right
25 of way.

IV-173

1 BY MS. MYERS:

2 Q And I'm not asking you for a legal definition. I'm
3 asking about what's included for purposes of these reports.
4 So, for purposes of these reports, you're talking about
5 streets and sidewalks. Is that accurate?

6 MR. MCRAE: Objection, your Honor. That does call
7 for a legal conclusion. Lack of foundation. Calls for
8 speculation.

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

11 THE WITNESS: I mean, that's exactly why I said
12 I'm not going to provide a legal -- a legal opinion on what
13 is the definition of a public right of way. I -- I give you
14 a general understanding of where these operations take
15 place. They typically take place streets, sidewalks, cul de
16 sacs, alleys, places where you would -- an average person
17 would -- would see as the public right of way, where someone
18 would -- would travel. I -- I'm not going to give you a
19 legal definition beyond that. That's -- that's not what I'm
20 trained to do. So, I'll just -- I'm going to answer the
21 question the same time when you ask it next.

22 BY MS. MYERS:

23 Q If LA Sanitation conducts a cleanup in the Tujunga
24 Wash, would they count the tents that were removed from the
25 Tujunga Wash as part of this reporting?

IV-174

1 MR. MCRAE: It's an incomplete hypothetical and
2 relevance.

3 THE COURT: Finish your answer, please -- or your
4 question, please.

5 MS. MYERS: That's -- that's my question, your
6 Honor. I'm trying literally to --

7 THE COURT: I understand.

8 MS. MYERS: -- to get at whether -- what
9 operations are included for purposes of this. There is a --
10 there are distinct terms that may not track, your Honor,
11 with where the City conducts Care and Care Plus cleanup.

12 THE COURT: Objection's overruled. I believe you
13 used the example of the Tujunga Wash --

14 MS. MYERS: Exactly, your Honor.

15 THE COURT: -- as one example. All right.

16 THE WITNESS: I -- I'm not sure. I would need --
17 I would need to -- I would need to look at our -- at our
18 records.

19 BY MS. MYERS:

20 Q So, if the City of Los Angeles conducts an encampment
21 resolution pursuant to an Encampment Resolution Fund Grant
22 in the Arroyo Seco, would tents taken during that encampment
23 resolution count towards encampment resolution data that you
24 provided to the Court?

25 MR. MCRAE: Objection. Calls for a legal

IV-175

1 conclusion. Lack of foundation and relevance.

2 THE COURT: Overruled.

3 (Pause.)

4 THE WITNESS: I -- I would -- I would consult with
5 the City Attorney and, you know, there's -- we've reported
6 over 5,000 encampment reductions. I do not recall each of
7 them and cannot recall -- won't be able to recall each of
8 them as we're sitting here. So, I -- those -- these
9 examples I would need to consult with the City Attorney as
10 to whether they were counted or not.

11 BY MS. MYERS:

12 Q And the --

13 A Or whether they would be counted or not. Sorry.

14 Q Apologize. That information would be included, though,
15 in the data verification that you received from LA
16 Sanitation, correct?

17 MR. MCRAE: Objection. Lack of foundation.
18 Assumes facts.

19 THE COURT: Overruled.

20 MR. MCRAE: Calls for speculation.

21 THE COURT: Overruled.

22 THE WITNESS: It would likely include that
23 information, yes.

24 BY MS. MYERS:

25 Q What is a makeshift encampment?

IV-176

1 A I believe that the term we're using is makeshift
2 shelter.

3 Q Makeshift shelter, yes.

4 MR. MCRAE: Objection. Calls for a legal
5 conclusion.

6 THE COURT: Overruled.

7 THE WITNESS: So, there -- there is a -- there is
8 a -- a definition that has been developed in consultation
9 with the City Attorneys, I believe shared with the
10 Plaintiffs on what constitutes a -- a makeshift shelter, and
11 it is in general -- and I will not be able to go into
12 specifics of the definition -- legal definition of a
13 makeshift shelter. It is a -- some kind of a structure
14 erected that provides some kind of shelter that is in the
15 public right of way or whatever we're defining, but it's
16 some -- it's a structure that is not a tent that provides
17 some kind of a shelter that is erected. It could be free
18 standing. It could be against a wall, against a fence.
19 Beyond that, I would have to defer to the -- to the document
20 that has a more specific definition.

21 BY MS. MYERS:

22 Q And, so, the City collects data about makeshift
23 shelters that it obtains during encampment cleanups and
24 documents that in the encampment resolution data, correct?

25 MR. MCRAE: Objection. Lack of foundation.

IV-177

1 THE COURT: You dropped -- your dropped your voice
2 and I heard somebody cough. So, state that again.

3 BY MS. MYERS:

4 Q So, the City collects data about the number of
5 makeshift shelters that the City obtains during these
6 encampment cleanups and reports that as part of its
7 reporting for the encampment resolution data, correct?

8 A Correct.

9 Q And who makes the determination about what is a
10 makeshift shelter for purposes of this reporting?

11 MR. MCRAE: Lack of foundation.

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

14 THE WITNESS: There -- there's a definition,
15 again, developed with our City Attorney that is used by the
16 Bureau of Sanitation to determine what is -- what is a
17 makeshift shelter, and -- and, again, that's part of the
18 reason why the -- the photographic evidence is -- is useful
19 for verification, to ensure that a makeshift shelter that is
20 being counted as being removed is consistent with the agreed
21 upon definition.

22 BY MS. MYERS:

23 Q And who makes that determination?

24 MR. MCRAE: Asked and answered. Calls for
25 speculation. Lack of foundation.

IV-178

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

3 THE WITNESS: Once again, it's the Bureau of
4 Sanitation that conducts those operations.

5 BY MS. MYERS:

6 Q And, so, if -- if you know, who within the Livability
7 Services Division makes that determination?

8 MR. MCRAE: Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: I don't know --

11 MR. MCRAE: And calls for speculation.

12 THE COURT: And I don't need the name of the
13 person, again. Is there a division?

14 THE WITNESS: Yes.

15 THE COURT: I think you've already stated that but
16 just for the record.

17 THE WITNESS: Correct. It's the Livability
18 Services Division.

19 THE COURT: Okay. Thank you.

20 BY MS. MYERS:

21 Q And do you know what class of employee within the
22 Livability Services Division makes that determination?

23 MR. MCRAE: Relevance.

24 THE COURT: At the present time, you can answer
25 that question if you know that person.

IV-179

1 (Pause.)

2 THE WITNESS: I -- I don't want to speculate. I
3 -- I have an idea, but I don't have a -- I don't want to
4 speculate.

5 BY MS. MYERS:

6 Q Do you know is it an on-the-spot determination at the
7 time of the cleanup or is it made subsequently when the
8 reporting is -- is being done on a -- on a quarterly basis?

9 MR. MCRAE: Relevance. Lack of foundation.

10 THE COURT: Overruled. You can answer that
11 question, please.

12 THE WITNESS: As it relates to the policies and
13 procedures of the Care and Care Plus operations, I would
14 defer to the Bureau of Sanitation.

15 BY MS. MYERS:

16 Q So, what does it mean to remove a vehicle from the
17 public right of way?

18 MR. MCRAE: Objection. Calls for a legal
19 conclusion. Lack of foundation. Vague. Calls for
20 speculation.

21 THE COURT: Overruled.

22 THE WITNESS: That would be when the vehicle is
23 impounded.

24 THE COURT: Is what?

25 THE WITNESS: Impounded.

IV-180

1 THE COURT: Thank you.

2 THE WITNESS: Sorry.

3 BY MS. MYERS:

4 Q And who impounds vehicles for the City of Los Angeles,
5 which department?

6 MR. MCRAE: Objection. Vague. Lack of
7 foundation.

8 THE COURT: Overruled.

9 THE WITNESS: The Department of Transportation.
10 The impound yards I believe are under the Los Angeles Police
11 Department.

12 BY MS. MYERS:

13 Q Is that the official police garages?

14 MR. MCRAE: Objection. Calls for speculation.
15 Relevance.

16 THE COURT: Would you repeat that, please?

17 BY MS. MYERS:

18 Q Is that the official police garages?

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

21 THE WITNESS: I believe that's correct, yes.

22 BY MS. MYERS:

23 Q The Department -- the Los Angeles Police Department can
24 also make decisions about towing, correct?

25 MR. MCRAE: Objection. Lack of foundation. Calls

IV-181

1 for speculation.

2 THE COURT: Could you repeat that question a
3 little bit more slowly, please?

4 BY MS. MYERS:

5 Q The Los Angeles Police Department can also make
6 decisions about towing, correct?

7 MR. MCRAE: Vague. Lack of foundation. Calls for
8 a legal opinion. Calls for speculation.

9 THE COURT: No. Overruled. You can answer the
10 question.

11 THE WITNESS: I believe that's the case.

12 BY MS. MYERS:

13 Q So, for purposes -- what I'm getting at is for purposes
14 of the encampment resolution data, does this include LA DOT
15 data and LAPD data?

16 MR. MCRAE: Objection. Vague.

17 THE COURT: Overruled.

18 THE WITNESS: It's impound records that are
19 provided by DOT.

20 BY MS. MYERS:

21 Q Okay. Does that include vehicles that are towed by the
22 LAPD?

23 MR. MCRAE: Objection. Lack of foundation.

24 THE COURT: Overruled.

25 THE WITNESS: For -- for the RV operations, it's

IV-182

1 the -- it's the Department of Transportation that takes the
2 lead.

3 BY MS. MYERS:

4 Q Are the only vehicles that are included for purposes of
5 the encampment resolution data vehicles that are towed
6 through the RV operations?

7 MR. MCRAE: Objection. Lack of foundation.
8 Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: Yes.

11 BY MS. MYERS:

12 Q So, if a vehicle is towed for -- outside of an RV
13 operation, it would not be included then in the encampment
14 resolution data?

15 MR. MCRAE: Objection. Asked and answered.
16 Relevance. Lack of foundation.

17 THE COURT: Overruled.

18 THE WITNESS: No.

19 BY MS. MYERS:

20 Q If a vehicle is towed during a Care Plus operation,
21 would it be included in the encampment resolution data?

22 MR. MCRAE: Objection. Relevance.

23 THE COURT: Overruled.

24 THE WITNESS: I would need to -- I would need to
25 investigate that.

IV-183

1 BY MS. MYERS:

2 Q And who would be able to answer that question, what
3 department?

4 MR. MCRAE: Calls for speculation. Relevance.

5 THE COURT: Overruled.

6 THE WITNESS: I just -- I don't -- I don't know
7 the extent to which if there -- if there have been combined
8 Care, Care Plus operations and RV operations. I -- I don't
9 know. It's -- it's possible. I don't know that -- it is --
10 it is possible that you could have overlapping operations at
11 -- at the same time. I don't know that that has happened.
12 I don't know that it hasn't happened. So, I can't give you
13 an answer.

14 BY MS. MYERS:

15 Q But vehicles can be towed during Care Plus operations,
16 correct?

17 MR. MCRAE: Objection. Speculation. Lack of
18 foundation. Relevance.

19 THE COURT: Overruled.

20 THE WITNESS: I -- I believe a vehicle could be
21 towed at any time.

22 BY MS. MYERS:

23 Q Yes. So, if a vehicle is towed during Care -- a Care
24 Plus operation, would it be included in this data?

25 MR. MCRAE: Asked and answered. Lack of

1 foundation.

2 THE COURT: Overruled.

3 THE WITNESS: I would -- I would need to -- as I
4 said, I would need to investigate whether there have been
5 combined RV operations with Care, Care Plus operations. I
6 don't know.

7 BY MS. MYERS:

8 Q I'm asking a different question, Mr. Szabo. I am
9 asking if a vehicle is towed during a Care Plus operation
10 that is not in any way a crossover by an RV operation, if
11 that vehicle would be counted towards the encampment
12 reduction data?

13 MR. MCRAE: Asked and answered. Lack of
14 foundation.

15 THE COURT: Overruled.

16 MR. MCRAE: And relevance.

17 THE COURT: Overruled.

18 THE WITNESS: I -- I don't -- I don't concede that
19 a vehicle towed in Care and Care Plus operation is a Care
20 Care Plus -- would be counted as a Care and Care Plus tow.
21 I think if it's -- if it's an operation that involves
22 recreational vehicles, there would be a component of an RV
23 operation. I don't -- so, I -- I can't answer that question
24 right now. I can't answer that question. I'd be happy to
25 look into that.

IV-185

1 BY MS. MYERS:

2 Q So, it's -- I just want to understand your answer
3 because I was asking -- I was asking specifically about Care
4 Plus operations separate and apart from RV operations. But
5 is it your position that if an RV is towed during a Care
6 Plus operation, it becomes an RV operation?

7 MR. MCRAE: Mischaracterizes the witness's
8 testimony.

9 THE COURT: No. It's a question. You can answer
10 that.

11 (Pause.)

12 MR. MCRAE: It's an incomplete hypothetical.

13 THE COURT: Overruled.

14 THE WITNESS: I would need to -- I would need to
15 investigate as to whether there is any -- if there was any
16 counting of RVs or vehicles associated with the Care and
17 Care Plus operation outside of an RV -- of what we would
18 deem an RV operation. And I don't -- what I'm saying is the
19 numbers that we're reporting are from our RV operations. If
20 there is action taken to remove cars or RVs as part of a
21 Care and Care Plus operation, there would be -- there would
22 have to be some coordination with DOT in order for that to
23 happen, in which case it might have been deemed a -- an RV
24 operation. I can't -- I can't answer that, though, with any
25 more clarity than that. I just -- I don't know. It is

IV-186

1 possible, but I -- but I don't know. And it's -- but the --
2 but, again, the -- the numbers that we are reporting are
3 numbers from RV operations.

4 BY MS. MYERS:

5 Q Are the only vehicles towed during RV operations RVs?

6 MR. MCRAE: Objection. Incomplete hypothetical.
7 Lack of foundation. Calls for speculation.

8 THE COURT: Overruled.

9 MR. MCRAE: Relevance.

10 THE COURT: You can answer the question.

11 THE WITNESS: We call it an RV operation. The
12 vehicles that would be addressed would be any kind of a
13 vehicle. So, it wouldn't necessarily be a recreational
14 vehicle.

15 BY MS. MYERS:

16 Q So, when you say you count vehicles that are towed
17 during an RV operation, how -- is an RV operation designed
18 by a location, like a zone, like the Inside Safe Program?

19 MR. MCRAE: Objection. Assumes facts that it's
20 defined. Compound. Lack of foundation. Relevance.

21 THE COURT: Overruled.

22 THE WITNESS: They -- the RV operations are
23 typically location based, yes.

24 BY MS. MYERS:

25 Q And does the RV operation target any vehicle within

IV-187

1 that location?

2 MR. MCRAE: Objection. Vague. Lack of
3 foundation.

4 THE COURT: Overruled.

5 (Pause.)

6 THE WITNESS: I -- I don't know what you mean by
7 target, but --

8 THE COURT: I take that to mean that the operation
9 can encompass both RVs and cars, for instance. Is that
10 correct?

11 THE WITNESS: Yes, that would be correct.

12 THE COURT: About that simple?

13 THE WITNESS: Yes, that's correct.

14 BY MS. MYERS:

15 Q So, when -- when an RV operation is planned, is -- is
16 it targeting specific vehicles within that location or is it
17 targeting all of the vehicles within that location that
18 could be towed?

19 MR. MCRAE: Objection. Relevance. Compound.
20 Lack of foundation. Calls for speculation.

21 THE COURT: I don't understand the question.
22 Repeat that question.

23 BY MS. MYERS:

24 Q In an RV operation is -- in a specific location, are
25 the RVs that are towed specifically targeted by that

IV-188

1 operation or does LA DOT tow all of the vehicles within that
2 location that can be towed?

3 MR. MCRAE: Objection. Compound. Lack of
4 foundation. Relevance. Vague.

5 THE COURT: Let me -- let me repeat back to you
6 what I absorbed for a moment, and that is are they
7 preselected in this geographical location before the
8 operation takes place or is this an operation that, without
9 preselection -- and you used the word "target", but not too
10 concerned -- but would encompass RVs and cars once the
11 operation started?

12 Now, that's probably ambiguous. Counsel, why
13 don't you object? I'm just joking. Okay. Now, that's an
14 inartful question, but as we -- you know, we use this time
15 which is valuable to you and for the Court.

16 Do you understand the question that's being asked?

17 THE WITNESS: Somewhat.

18 THE COURT: Okay.

19 THE WITNESS: Yes.

20 THE COURT: Please. I just used the word
21 "preselected". I just substituted that word.

22 THE WITNESS: Sure. And I think that's -- that's
23 more helpful because the -- the -- the RV operations aren't
24 kind of this surprise effort that no one saw coming. And
25 I'll finish if it's okay.

IV-189

1 They -- the RV operations, the day of the
2 operation where there could be towing is the -- is the
3 culmination of weeks of outreach. Typically we start
4 outreach to each of the -- those living in the cars or RVs
5 three weeks out. We work with a service provider. We work
6 with LAHSA and -- and attempt to link the individuals with
7 other housing resources or other -- or other available
8 housing resources, rather. And, so, we are aware of the
9 status -- by the time the -- any sort of enforcement action
10 is taken, we are well aware of the status of all of the
11 vehicles within that zone. Nothing is a surprise, and --
12 and every effort is made to house the individuals or
13 families which are -- which are living in the -- in the cars
14 or RVs.

15 BY MS. MYERS:

16 Q Could I ask your basis for that understanding of your
17 description?

18 A The --

19 Q Do you go out to these -- you're -- you're attesting to
20 a lot of issues, right, and I'm just -- I'm wondering is
21 that from firsthand knowledge? Do you attend these RV
22 operations? Do you get reports attesting to this? How do
23 you -- how do you understand that that is actually what
24 occurs, these RV operations?

25 MR. MCRAE: Your Honor, there are like four

IV-190

1 questions there. Is it just the last one?

2 THE COURT: Let's take the last one. How do you
3 understand that this occurred?

4 THE WITNESS: Sure. Staff in my office are
5 responsible for coordinating the RV operations with the
6 other departments and the Council Offices and LAHSA and the
7 service providers, and I get regular reports.

8 BY MS. MYERS:

9 Q So, you're -- you're reporting back to the Court,
10 you're testifying right now, based on what has been
11 represented to you by your staff?

12 MR. MCRAE: Objection. Incomplete. Also
13 mischaracterizes the witness's testimony. And --

14 THE COURT: Overruled.

15 MR. MCRAE: -- also relevance.

16 THE COURT: Overruled.

17 (Pause.)

18 THE WITNESS: The CAO has a tremendous amount of
19 responsibility. I have 175 staff, and I represent their
20 work every day on a variety of issues. And -- and, yes, I -
21 - I work with everyone on my staff and -- to gain an
22 understanding of what they're doing and why they're doing
23 it, the decisions that they're making. So, yes, I'm
24 representing the work of -- of very hard working staff in
25 the CAO's office.

IV-191

1 BY MS. MYERS:

2 Q Okay. Does it matter why an RV is towed for purposes
3 of your reporting for the encampment resolution data?

4 MR. MCRAE: Vague.

5 THE COURT: Do you understand the question? I'm
6 not sure I do.

7 THE WITNESS: I think I do. I'll try.

8 THE COURT: All right.

9 THE WITNESS: Is the -- well, I'll ask this, is it
10 versus -- we are -- we're counting vehicles that are
11 removed, that are impounded. We are not counting vehicles,
12 for example, if as a result of the outreach -- which is not
13 uncommon that the individual living in the vehicle decides
14 they don't want a housing resource, they don't want -- and
15 they -- they drive away.

16 THE COURT: Okay.

17 THE WITNESS: And -- and, so, we don't count
18 driving away as a -- as a reduction.

19 BY MS. MYERS:

20 Q So, vehicles can be towed for a variety of reasons,
21 correct?

22 A Yes, they can, but I'm not going to recite the -- the
23 various codes that would govern that.

24 Q I'm not asking you to.

25 A Okay.

IV-192

1 Q Does it matter which of those various provisions in the
2 Vehicle Code an RV is impounded for for purposes of the
3 encampment resolution data?

4 MR. MCRAE: Calls for a legal conclusion. Lack of
5 foundation, and relevance.

6 THE COURT: I take that as a reporting issue. You
7 can answer that question.

8 THE WITNESS: The standard for reporting in -- in
9 -- for these purposes is whether the in this case vehicle
10 was removed from the public right of way. So, that's what
11 we're reporting. We're not -- we don't have a -- a standard
12 as to the reason or why the -- the particular violation that
13 was cited in terms of reporting the -- the removal of the
14 vehicle.

15 BY MS. MYERS:

16 Q Does it matter whether the vehicle as obtained from
17 impound by the owner for purposes of the encampment
18 resolution data?

19 THE COURT: Was obtained from what, Counsel?

20 MS. MYERS: If the owner obtained the vehicle
21 after it was impounded. So, when a vehicle is impounded,
22 the owner has the opportunity to retrieve that vehicle.

23 THE COURT: Sure.

24 MS. MYERS: Does it matter whether the vehicle was
25 retrieved?

IV-193

1 MR. MCRAE: Objection. Incomplete hypothetical as
2 to when they reclaimed it. Lack of foundation. Vague.
3 Relevance. Calls for a legal conclusion.

4 THE COURT: Well, my curiosity in terms of
5 reporting is why the -- the data concerning RVs is based
6 upon the removal, coupled with verification of impounding.
7 So, you could check your record back to see that what's
8 reported to the Court is also on an impound list. So, it's
9 to be used in two different ways. You're saying removal.
10 Counsel's removing to impounding, and that's confusing the
11 Court.

12 So, I want either side at either point to make
13 that clear to me. How is this data being reported to the
14 Court? Is it simply on removal from the street, as noted by
15 sanitation for instance or is it upon impounding by the
16 police department when it's put inside an impound yard or
17 from a tow truck driver? That's what's confusing to me.

18 MS. MYERS: I'm using impound, your Honor, because
19 that's the term Mr. Szabo --

20 THE COURT: You're free to ask that question. I'd
21 like -- and I also would ask either counsel to at some point
22 for one and two, for footnotes, who's drafting that? Is
23 the CAO's Office drafting one and two? Is the City
24 Attorney, if we know? Who's drafting one and two on these
25 quarterly reports?

IV-194

1 MR. MCRAE: On Exhibit -- this Exhibit 302?

2 THE COURT: Pardon me?

3 MR. MCRAE: On 302, your Honor?

4 THE COURT: Pardon me?

5 MR. MCRAE: On Exhibit 302 that we're looking at?

6 THE COURT: Counsel, look at one and two, 302.

7 MR. MCRAE: Right. Okay. Thank you.

8 THE COURT: It's right there on the screen. Thank
9 you.

10 Now, I'm going to leave that to counsel to ask.
11 Those are a couple of my curiosities. And I don't want to
12 ask those questions myself.

13 BY MS. MYERS:

14 Q So, when a vehicle is impounded by -- for -- as part of
15 this RV operation, if it is released to the owner after it
16 is impounded, is it counted towards the encampment
17 resolution data?

18 MR. MCRAE: Incomplete hypothetical. Vague.
19 Calls for a legal conclusion.

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

22 MR. MCRAE: Foundation.

23 THE COURT: You can answer.

24 THE WITNESS: I -- I don't -- I don't know. I
25 don't know the answer to that, but -- but I will say for

IV-195

1 clarity the numbers reported to the Court on RV or vehicle
2 removal would all have impound records associated with them.

3 BY MS. MYERS:

4 Q And what is that impound record? Do you know?

5 A I don't -- I don't draft those records. I -- I don't
6 know what you're asking. They're impound records when the
7 vehicles are -- are impounded with the various yards.

8 Q Is it -- I'm -- I'm asking -- is it LA DOT's record or
9 is it the impound yard's record? And this goes to your
10 Honor's question about removal versus impound.

11 MR. MCRAE: Objection. Relevance as to who
12 created it.

13 THE COURT: Overruled.

14 THE WITNESS: Those records are held by LA DOT.

15 BY MS. MYERS:

16 Q So, as you sit here, you don't know whether they are
17 removal records or impound records?

18 MR. MCRAE: Objection. Mischaracterizes the
19 witness's testimony. Assumes facts. Lack of foundation.

20 THE COURT: Overruled.

21 THE WITNESS: I believe I said impound records.

22 BY MS. MYERS:

23 Q So, they would be the records that are kept by the
24 official police garages that impound --

25 THE COURT: By specifically who?

IV-196

1 BY MS. MYERS:

2 Q The official police garages who you've previously
3 testified were the ones that impound the -- the vehicles?

4 MR. MCRAE: Objection. Asked and answered.
5 Mischaracterizes the witness's testimony.

6 THE COURT: You can reanswer that, please, to be
7 sure.

8 THE WITNESS: The records that are provided are
9 provided to us from DOT.

10 BY MS. MYERS:

11 Q Okay.

12 A So, the source of the records I can't -- I can't speak
13 to, but DOT is responsible for -- for coordinating the
14 removal of the vehicles in our RV operations.

15 Q But you are -- but you are testifying that those are
16 impound records that you are provided by LA DOT?

17 MR. MCRAE: I'm sorry, your Honor. Could I have
18 the question repeated?

19 BY MS. MYERS:

20 Q But you're testifying that the records that LA DOT
21 provided to you are impound records? And this goes directly
22 to your Honor's question about removal versus impounds.
23 They're two different departments within -- two different
24 agencies that are responsible for those things.

25 A Um-hmm.

IV-197

1 MR. MCRAE: Objection. Assumes facts and asked
2 and answered and relevance.

3 THE COURT: Overruled. This all goes to the two
4 different agencies that might be involved.

5 THE WITNESS: Yes, I believe they're impound
6 records --

7 THE COURT: Okay.

8 THE WITNESS: -- that are associated with the
9 numbers that we're reporting to the Court.

10 BY MS. MYERS:

11 Q Okay. So, when you are tracking -- when you are
12 reporting vehicles removed, you are verifying that with
13 vehicles impounded, correct?

14 MR. MCRAE: Objection. Vague as to you, also
15 relevance and vague as to verify, lack of foundation.

16 THE COURT: Overruled.

17 THE WITNESS: Yes.

18 BY MS. MYERS:

19 Q Okay. If an RV is dismantled and not impounded, would
20 it count towards the encampment resolution data?

21 MR. MCRAE: Calls for a legal conclusion. Lack of
22 foundation. Attorney-client privilege.

23 THE COURT: Overruled.

24 THE WITNESS: I -- I would need to investigate
25 that. If it's dismantled on the spot?

IV-198

1 BY MS. MYERS:

2 Q Yes.

3 A I -- I would need -- I would need to check into that.

4 Q And who would you check in -- what department would you
5 check in with related to that?

6 A Actually, I would check in with my own -- with my own
7 team on that.

8 Q Okay.

9 (Pause.)

10 BY MS. MYERS:

11 Q How did the -- how -- how was the 9800 number arrived
12 at for purposes of the encampment resolution milestones?

13 MR. MCRAE: Objection, your Honor. Is this
14 something the Court has history of?

15 THE COURT: I'm sorry?

16 MR. MCRAE: Is this something that the Court has
17 history of, like how the 9800 number was achieved, the
18 milestone number, because, if so, we're just going over -- I
19 believe you've used the term "judicial notice" before, and
20 I'm just -- that's what I'm trying to figure out.

21 THE COURT: Well, I'm -- I'm intimately aware of
22 the negotiations along with Judge Birotte and the Special
23 Master concerning LA Alliance, but at different times Judge
24 Birotte conducted those processes. I met with the Mayor and
25 I think you as well on a number of occasions which I've

IV-199

1 disclosed to you. So, I'm quite aware of these figures.

2 MR. MCRAE: Okay. That's what I was asking.

3 Then, for that reason, I would object on potentially
4 settlement or mediation because the question is how was the
5 number derived.

6 THE COURT: Yeah.

7 MR. MCRAE: So, there may be some, you know,
8 issues there as far as privilege.

9 THE COURT: It was quite public also. We actually
10 conducted some of that right in court.

11 MR. MCRAE: Oh, okay.

12 THE COURT: I'm not saying all of it, but -- no.
13 Overruled.

14 THE WITNESS: It was negotiated with the
15 Plaintiffs' counsel.

16 BY MS. MYERS:

17 Q Is the number 9800, is that in reference to any other
18 number in this settlement agreement or otherwise?

19 MR. MCRAE: Objection. Vague.

20 THE COURT: Do you understand the question? I'm
21 not sure I do.

22 MR. MCRAE: I do not understand the question.

23 THE COURT: I don't either. I'm sorry, Counsel.
24 It's ambiguous.

25 MS. MYERS: Your Honor, there are a number of --

IV-200

1 of numbers that relate to the settlement agreement, 60
2 percent of 2022 point in time count. There's a -- you know,
3 there's the 12,915. There's -- there's a bunch of different
4 numbers, and I'm wondering if 9,800 is in conversation or
5 related to any of those other numbers.

6 MR. MCRAE: It's still vague as to what that
7 means.

8 THE COURT: Sustained, Counsel. I'm not -- I'm
9 not -- I'm not certain what that question entails,
10 unfortunately.

11 BY MS. MYERS:

12 Q Is 9800 a -- a percentage of 12,915, for example?

13 A Ninety-eight hundred was a negotiated number with
14 Plaintiffs' counsel.

15 Q And was it chosen because it is a percentage of the 60
16 percent of unhoused people eligible for City services?

17 A I don't believe that that is stated anywhere in any
18 document. It was a negotiated number with the Plaintiffs'
19 counsel.

20 Q Are you part of those negotiations?

21 A Yes, I was part of those negotiations, but I -- I'm
22 also not going to talk about the nature and the back and
23 forth of those negotiations.

24 Q You don't believe --

25 A It was a -- it was a negotiated number with Plaintiffs'

IV-201

1 counsel.

2 Q And you don't believe that it was publicly stated
3 anywhere about how that number was derived?

4 A I -- I don't believe it was publicly stated. I don't
5 -- I don't know that there was -- whether there was any
6 public statement anywhere ever about -- about those numbers.

7 Q Okay.

8 THE COURT: Now, these numbers, for both counsel,
9 so I'm transparent, these numbers to my knowledge, the Court
10 wasn't aware of until the parties came to the Court. The
11 point in time count the Court was aware of, the 12,915 or at
12 least how we arrived at that 60 percent from the point in
13 time count.

14 This resolution number may have come from Judge
15 Birotte, may have come the Special Master. It was brought
16 to me by the Mayor at the time I believe, and -- and you may
17 have been with Mayor Garcetti. It was kind of a final
18 checkoff after this had been negotiated between the parties.
19 So --

20 MR. MCRAE: Thank you.

21 (Pause.)

22 BY MS. MYERS:

23 Q What is your understanding of the definition of
24 encampment for purposes of encampment resolution data?

25 MR. MCRAE: Objection. Calls for a legal

IV-202

1 conclusion. Lack of foundation and relevance.

2 THE COURT: No. Overruled. You can answer that
3 question.

4 (Pause.)

5 THE COURT: And are you referring to numbers,
6 Counsel, like one or three or five or more generally?

7 MS. MYERS: Just a -- just a definition of
8 encampment for purposes of this -- of this data.

9 THE COURT: Did you have an opinion about that or
10 a thought?

11 THE WITNESS: So, the definition of encampment for
12 the purposes of reporting is an individual tent, makeshift
13 shelter, car or recreational vehicle.

14 MS. MYERS: Okay. And, your Honor, I just want to
15 just for a point of clarification, just hopefully to maybe
16 short circuit this, I understand potentially you had
17 mentioned that part of the documents that were part of the
18 Encampment Resolution Plan may have been filed and the
19 parties could confer about that. So, if that is the case,
20 I'm happy to take a recess and confer about that quickly.

21 THE COURT: Well, why don't we take a recess
22 anyway? We've been at it almost an hour and a half.

23 MS. MYERS: But just -- just on that particular
24 point, I'm happy to take a recess if the idea is the parties
25 can confer about what those documents are. Otherwise, I'm

IV-203

1 going to walk Mr. Szabo through a filing and see if he can
2 identify what those plans are. So, I'm happy to do either
3 one.

4 THE COURT: And your question again? I'm sorry.

5 MS. MYERS: I'm just -- I'm just saying, your
6 Honor, there's -- there are documents that have been
7 identified as the plan, which I understand were part of a
8 filing. I'm happy to walk Mr. Szabo through the filings as
9 I think it might be or we can meet and confer with counsel,
10 and we can identify what that is.

11 THE COURT: Why don't you meet and confer. Okay.

12 MS. MYERS: I just want to lay out what my plan
13 is.

14 THE COURT: Then why don't you meet and confer.

15 MS. MYERS: Okay. Thank you, your Honor.

16 THE COURT: All right, Counsel. Then 20 minutes,
17 please. And you can step down and participate. Thank you
18 very much.

19 THE WITNESS: Thank you.

20 (Proceedings recessed briefly.)

21 THE COURT: All right. So, are we back on
22 CourtSmart? Back on CourtSmart? Okay. Let's go back on
23 CourtSmart then.

24 MS. MYERS: Your Honor, I believe the attorneys
25 for the City are still conferring on the answer to our

IV-204

1 question. We have not heard back.

2 THE COURT: Okay. Let's go -- let's go off of
3 CourtSmart then, okay. Just rest for a second.

4 (Proceedings recessed briefly.)

5 MS. MYERS: Your Honor, I'm still waiting for
6 Gibson Dunn to come back with the --

7 THE COURT: Okay.

8 MS. MYERS: -- with -- it's related to the
9 document.

10 THE COURT: Okay.

11 MS. MYERS: Or not.

12 MS. MITCHELL: And, your Honor, we -- if I may, we
13 -- we discussed scheduling during this, and I think the City
14 does not want to proceed with -- with witnesses tomorrow as
15 we were hoping that we would have a Saturday session. And,
16 so, the thought is that we would go tonight until maybe 6:30
17 or so.

18 THE COURT: They have a -- they have a rule here
19 that I wasn't aware of. It's 6 o'clock.

20 MS. MITCHELL: 6:00 p.m.?

21 THE COURT: Yeah. And they were very gracious
22 last evening.

23 MS. MITCHELL: Okay.

24 THE COURT: But apparently there are some
25 budgetary concerns --

IV-205

1 MS. MITCHELL: Okay.

2 THE COURT: -- keeping the courthouse open which I
3 need to respect, because it's not my normal domicile.

4 MS. MITCHELL: Okay.

5 THE COURT: Okay. So, at 6 o'clock, that will be
6 it. About 5:45 --

7 MS. MITCHELL: Okay.

8 THE COURT: -- we'll be vacating. Okay.

9 MS. MITCHELL: Okay. So, now, your Honor, there's
10 also a question about -- so, Laura Frost from A and M has
11 been here obviously this whole time. We -- Plaintiffs would
12 anticipate calling her after Mr. Szabo testifies. And,
13 so --

14 THE COURT: Well, she's still subject to redirect
15 and recross, isn't she?

16 MS. MITCHELL: Correct.

17 THE COURT: Okay. So, if you want to -- if you're
18 not going to get to her today, then excuse her for today,
19 and try to give her a time estimate between the parties out
20 of courtesy when she'd need to return.

21 MS. MITCHELL: Thank you, your Honor.

22 THE COURT: Okay. But, meanwhile, this is
23 valuable time. I'd like to get back on the record.

24 MS. MYERS: Yes, your Honor. Thank you. I just
25 heard back from the County -- or, I'm sorry -- from the City

IV-206

1 and from Gibson Dunn related to the outstanding issue
2 related to the Encampment Resolution Plan. We met and
3 conferred over the break. So, I'm going to ask Mr. Szabo to
4 walk through some documents now.

5 THE COURT: Okay.

6 MR. MCRAE: Another quick thing in response to
7 your question, your Honor. Exhibit 302, footnotes one and
8 two, those were created by the CAO's Office.

9 THE COURT: CAO's Office. Thank you very much.
10 That saves a lot of questions and a lot of time. I
11 appreciate your courtesy on both parties' parts.

12 We're back on the record. All counsel are
13 present. Mr. Szabo's on the stand.

14 Counsel, your questions.

15 MS. MYERS: I'm actually just going to ask that
16 specific question so it's evidence as opposed to
17 representation from the attorneys.

18 BY MS. MYERS:

19 Q Mr. Szabo, for Exhibit 302, there are two footnotes.
20 One of them makes reference to tents and vehicles. One of
21 them make reference to tents, vehicles and encampments.
22 What is the origin of that footnote? Who's the author of
23 that footnote?

24 A That's a document prepared by -- by my office.

25 Q Okay. And that -- and that includes the footnotes?

IV-207

1 A I'm sorry?

2 Q And that includes the footnotes?

3 A That -- that includes the footnotes. That is -- that
4 is correct. It includes the footnotes, and there is a --
5 well, I'm going to stop there because I think we're going to
6 go through the documents. I'll address it when we get
7 there.

8 Q Okay. So, before we went on break, I was asking you
9 what documents constituted the Encampment Resolution Plan
10 for purposes of the settlement agreement, as well as the
11 Encampment Engagement Plan and the Encampment Cleaning Plan
12 that you made reference to in your testimony. And you had
13 indicated that you thought the document may have been filed
14 -- those documents may have been filed. So, I'm going to
15 show you some documents that have been filed on the docket
16 in this case, and I'll just ask -- you can take your time,
17 read through the documents and identify for us if those are
18 the documents you are -- you were referring to when you had
19 testified about the Encampment Engagement Cleaning and
20 Resolution Plans. Okay.

21 So, I'm going to show you -- first, let me just -- let
22 me just back up to the -- this is Docket -- this is Exhibit
23 65, Plaintiff's Exhibit 65. I'm going to start at the
24 beginning. This document was submitted to the Court on
25 February 7th, 2024 as part of a motion for sanctions by the

1 Plaintiffs. This is the declaration of Elizabeth Mitchell
2 in support of Plaintiffs' motion for an order re settlement
3 agreement compliance and sanctions.

4 Are you familiar with this document, Mr. Szabo?

5 A Yes, I'm -- I'm familiar with the document. I just --
6 which -- I'm sorry. What page is it on Exhibit 65?

7 Q I'm just starting with Exhibit 65 to show you the
8 caption just to identify it for the record.

9 A I see.

10 Q Okay.

11 A Yeah.

12 Q And you'll see that this is a declaration with exhibits
13 attached. I'm primarily going to walk you through the
14 exhibits, but I would just let you know that the declaration
15 of Ms. Mitchell that was submitted is the first few pages of
16 that document. And that identifies for purposes of
17 Plaintiffs what those exhibits are. I'm not -- I'm not
18 going to turn to that, but I'm just going to -- letting you
19 know.

20 A Um-hmm.

21 Q I'm going to ask -- first I'm going to show you what
22 has been marked -- was filed as Exhibit C, which is a letter
23 dated January 8th, 2024 from Umhofer, Mitchell and King to
24 David Michaelson and Scott Marcus in the City Attorney's
25 Office. Mr. Marcus is in the City Attorney's Office. Is

IV-209

1 this the document -- does this relate to the Encampment
2 Engagement Cleaning or Reduction Plans?

3 MR. MCRAE: Objection. Vague as phrased. Your
4 Honor, I'm sorry. I objected that it's vague as phrased.
5 I'm not really sure what --

6 THE COURT: I think it's just --

7 MR. MCRAE: -- we're talking about.

8 THE COURT: -- foundational.

9 MR. MCRAE: I'm --

10 BY MS. MYERS:

11 Q Is this one of the three documents that you identified
12 in your testimony as being one of the plans approved by the
13 -- the City and the Plaintiffs related to Section 5.2 of the
14 settlement agreement?

15 MR. MCRAE: Objection. It -- it's a letter from
16 opposing counsel.

17 MS. MYERS: Yes.

18 THE COURT: I think that this is just
19 foundational. But do you recognize this? It's opposing
20 counsel. I don't know that you would have seen this.

21 THE WITNESS: I -- I -- I may have seen -- I may
22 have seen this letter. I just need to say as -- as we're
23 walking through, there were -- there are several documents
24 that attempt to -- to revise documents that were sent
25 previously. So, we need to be pretty -- we need to be very

IV-210

1 precise about the timeline and what it is that we're talking
2 about, because they look similar. So --

3 BY MS. MYERS:

4 Q And --

5 A -- for purposes of -- yes, I recognize this document.

6 Q Okay. And, to be clear, I'm not interested in the
7 revisions or negotiations between the parties. I'm seeking
8 only to identify the Encampment Resolution Plan that the
9 parties agreed to. And, as I understand it, it may be part
10 of this filing. So, I'm asking you if the doc -- if this
11 document, Exhibit C, is that plan?

12 MR. MCRAE: Excuse me. Objection. Calls for a
13 legal conclusion and vague.

14 (Pause.)

15 THE COURT: And that starts at Exhibit 1. In
16 other words, the folder I have, it would start -- it's not
17 the letter. There's an exhibit attached to it, Exhibit 1.
18 Is your question is that the plan?

19 MS. MYERS: I'm asking about Exhibit C, page 19.
20 There's a -- a number of internal references, your Honor.
21 So, Exhibit 65. It's marked with the blue ribbon as Docket
22 668.1.

23 THE COURT: Counsel, I've -- I've got that.

24 MS. MYERS: Okay.

25 THE COURT: But when you refer to the plan, this

IV-211

1 letter is not the plan, and --

2 MS. MYERS: Your Honor, that is -- that is what I
3 would assume, but based on my -- based on my conference with
4 counsel, I -- I can't be sure of that. And, so, I'm -- I'm
5 -- based on the conference with counsel, I'm going to walk
6 through each of these document. And that's -- again, that
7 is based on the representation --

8 THE COURT: Why don't you turn to page 23 of this
9 document for just a moment to save some time.

10 MS. MYERS: Page 23 of Exhibit C?

11 THE COURT: Exhibit 65, the same exhibit. It's
12 the exhibit. Now turn the page. Encampment Engagement
13 Cleaning and Resolution.

14 MS. MYERS: Yes.

15 THE COURT: Are you referring to this document or
16 are you referring back to the letter by counsel?

17 MS. MYERS: Your Honor, all I can say is that I
18 was told that it was -- that I needed to walk through each
19 of the documents in the exhibit to understand and to give
20 Mr. Szabo an opportunity to explain to the Court what the
21 plan was. I'm --

22 THE COURT: All right.

23 MR. MCRAE: Your Honor, could we propose maybe the
24 parties trying to achieve a stipulation so as we -- because
25 what's happening now is taking a lot of time.

IV-212

1 MS. MYERS: Agree.

2 MR. MCRAE: And maybe we could have --

3 THE COURT: Do you want to meet and confer?

4 MR. MCRAE: Yes.

5 THE COURT: We might save an hour or so.

6 MR. MCRAE: Yes.

7 MS. MYERS: Your Honor, we did that, and this was
8 the instruction I received. I'm happy to meet and confer
9 again.

10 MR. MCRAE: But --

11 THE COURT: Just a moment. If you can't reach a
12 resolution, then let's just see where we go and walk through
13 it.

14 MR. MCRAE: Yes.

15 THE COURT: Because we're wasting time. If you
16 can, then we can go down this list very quickly.

17 MS. MYERS: I would love that, your Honor.

18 THE COURT: Well, step over, just see how
19 cooperative we are. If sow -- now I just want about five
20 minutes, though. We've taken 15 or 20 minutes just to try
21 to resolve an issue.

22 (Pause.)

23 THE COURT: By the way, the Court's well aware of
24 this letter and the attachments. This came up in a hearing
25 previously. So, I'm quite familiar with these documents.

IV-213

1 Okay.

2 (Pause.)

3 MR. MCRAE: All right. Your Honor, thank you.

4 Counsel has had a chance to confer with one another and with
5 the witness in order to try to expedite this.

6 THE COURT: Thank you. Thank you. And, please,
7 your questions.

8 MS. MYERS: Okay. Thank you, your Honor, for that
9 time.

10 BY MS. MYERS:

11 Q I'm looking at now still Exhibit 65. I'm going to look
12 at what is Exhibit F to 65. The exhibit page is page 63,
13 and the document itself begins on page 64.

14 (Pause.)

15 THE COURT: And it should be on the screen.

16 (Pause.)

17 BY MS. MYERS:

18 Q Have you had a chance to look at the document?

19 A Yes, but just for -- for clarity, you said the document
20 itself. Are we -- if I could ask a question clarifying.

21 Are we only looking at the encampment reduction portion or
22 are we looking at the whole -- the whole thing?

23 Q I'd -- I'd like to ask you that question, Mr. Szabo.
24 Can you tell me what Exhibit F is?

25 A Exhibit -- Exhibit F is the City's submission --

IV-214

1 appears to be the City's submission of its encampment
2 engagement cleaning and resolution plans and milestones.

3 Q Okay. You testified previously that the City adopted a
4 -- an Encampment Engagement Plan, correct?

5 A Correct, yes.

6 Q Is this the Encampment Engagement Plan that you were
7 speaking of?

8 A Yes, this is the representation of the City's
9 Encampment Engagement Plan that was previously adopted
10 through various Council and executive actions, including
11 budgetary actions and reported in this document.

12 So, I'm just being clear, this document --

13 Q Yes.

14 A -- was not submitted to the City Council for approval.
15 Everything in the document that relates to encampment
16 engagement is a policy or program that has previously been
17 authorized by the City Council and the Mayor.

18 Q So, and -- and, Mr. Szabo, that gets to whether or not
19 this specific engagement plan was approved by the City
20 Council, but I'm -- I'm asking simply if this is the plan
21 that the City of Los Angeles adopted for encampment
22 engagement pursuant to section 5.2 of the settlement
23 agreement in this case?

24 A This is the -- this is the plan that we submitted.

25 Q Submitted to whom?

IV-215

1 A Submitted to the Plaintiffs and the Court.

2 Q Okay. Is it your understanding that -- that this plan
3 was approved by the Plaintiffs? If you know.

4 MR. MCRAE: Objection. Lack of foundation.

5 THE COURT: Overruled.

6 THE WITNESS: My understanding is that the plan
7 represented in Exhibit F was in part accepted by the
8 Plaintiffs and in part rejected by the Plaintiffs.

9 BY MS. MYERS:

10 Q Okay. Can you tell me which part was accepted?

11 A As -- as I recall, the portions related to encampment
12 engagement and encampment cleaning were accepted by the
13 Plaintiffs. The section regarding encampment resolution was
14 -- was rejected, and there were further discussions on that
15 portion only.

16 Q Okay. So, for purposes of your prior testimony, this
17 document represents the Encampment Engagement and the
18 Encampment Cleaning Plans but not the Encampment Resolution
19 Plan, is that accurate?

20 A Yes, that is accurate.

21 Q Okay. Thank you. And, just -- just so the record is
22 clear on this, the portion that was not accepted is starting
23 on page -- of this document, which is 668.1, page 68 of 85
24 to the top or at the bottom, Exhibit F, page 61 or page five
25 of the document, Resolution. From that point and below,

IV-216

1 that's what was not accepted by the Plaintiffs?

2 MR. MCRAE: Objection. Calls for speculation.

3 Lack of foundation.

4 THE COURT: Overruled.

5 THE WITNESS: That is my understanding, yes.

6 BY MS. MYERS:

7 Q Okay. So, everything before then is the plan for
8 engagement and cleaning?

9 MR. MCRAE: Objection.

10 BY MS. MYERS:

11 Q For purposes of the compliance with the settlement
12 agreement?

13 MR. MCRAE: Objection. Calls for a legal
14 conclusion. Lack of foundation. Calls for speculation.

15 THE COURT: Overruled.

16 THE WITNESS: Yes.

17 BY MS. MYERS:

18 Q Okay. Perfect. Thank you. So, now I'm -- now I
19 understand. I'm moving on to Exhibit I. Again, this is
20 Exhibit 65 -- Plaintiffs' Exhibit 65 for purposes of this
21 hearing. It's Document 668.1, Exhibit I, and it's page 71.
22 It appears to be a letter from the City of Los Angeles to
23 Elizabeth Mitchell.

24 Do you recognize this document?

25 A I do recognize it, yes.

IV-217

1 Q Okay. And -- and what is -- what is this document as
2 it relates to section 5.2 of the settlement agreement,
3 City's obligation to create a plan related to encampment
4 cleaning -- encampment engagement cleaning?

5 THE COURT: I'm sorry. You're dropping your
6 voice. Would you raise your voice and use the mic.

7 MS. MYERS: Sure, your Honor

8 BY MS. MYERS:

9 Q What is your understanding of this document as it
10 relates to section 5.2 of the LA Alliance Settlement
11 Agreement and the requirement to create an encampment
12 engagement cleaning and resolution -- or reduction plan?

13 MR. MCRAE: Objection. Lack of foundation. Calls
14 for a legal conclusion.

15 THE COURT: Overruled.

16 THE WITNESS: So, this document was intended as
17 the City's final proposal after negotiations with the
18 Plaintiffs to satisfy the encampment reduction portion of --
19 of the settlement agreement. This document was intended to
20 replace and supersede the prior -- prior proposals that had
21 been exchanged and had not been accepted.

22 BY MS. MYERS:

23 Q So, from -- from the -- from your perspective, this is
24 part of the Encampment Resolution Plan, this letter --

25 MR. MCRAE: Objection.

IV-218

1 BY MS. MYERS:

2 Q -- the content of this letter?

3 MR. MCRAE: Objection. Calls for a legal
4 conclusion.

5 THE COURT: Overruled.

6 THE WITNESS: The contents of this letter,
7 including the attachment, is the entire Encampment
8 Resolution Plan.

9 BY MS. MYERS:

10 Q Okay. When you say the "attachment", what are you
11 referring to?

12 A The milestones -- the milestone goals for encampment
13 reduction, which are attached, which is Exhibit J.

14 Q Okay. And, so, it's not actually an attachment to this
15 letter, rather, it's another exhibit in this declaration,
16 correct?

17 A Correct.

18 MR. MCRAE: Objection.

19 BY MS. MYERS:

20 Q And, so, Exhibit J you previously reviewed and
21 identified as the LA Alliance milestone goals?

22 A Correct.

23 Q And, for purposes of Exhibit J, that's Exhibit J to the
24 Mitchell declaration, correct?

25 A Correct, yes.

IV-219

1 Q Okay. So, just to -- just to ensure we have a clear
2 record, Exhibit I and Exhibit J together are the entirety of
3 the Encampment Resolution Plan for purposes of compliance
4 with Section 5.2 of the LA Alliance Agreement?

5 MR. MCRAE: Objection. Calls for a legal
6 conclusion. Lack of foundation.

7 THE COURT: Overruled.

8 THE WITNESS: Correct.

9 BY MS. MYERS:

10 Q Okay. And you had previously testified that when this
11 was approved by the City Counsel, there was some additional
12 documentation related to this chart, correct?

13 MR. MCRAE: Objection. Mischaracterizes the
14 witness's testimony.

15 THE COURT: Overruled.

16 THE WITNESS: This letter is what I was referring
17 to.

18 MS. MYERS: Okay.

19 THE COURT: And this letter -- this letter is
20 Exhibit I, is that correct?

21 THE WITNESS: Correct.

22 THE COURT: All right.

23 MS. MYERS: Okay. Great. Thank you very much for
24 that.

25 If I can have just -- just a minute, your Honor.

IV-220

1 (Pause.)

2 BY MS. MYERS:

3 Q Are you aware that as part of Care Plus there is a tent
4 exchange program that is sometimes deployed?

5 MR. MCRAE: Your Honor, objection. In addition to
6 the relevance, we are in 403 territory and have been, and
7 lack of foundation.

8 THE COURT: Overruled.

9 THE WITNESS: I'm not familiar with that program.

10 BY MS. MYERS:

11 Q Okay. So, if LA Sanitation were to give a person a new
12 tent in exchange for a person surrendering a tent, would the
13 tent that was surrendered count towards the encampment
14 resolution data?

15 MR. MCRAE: Objection. Incomplete hypothetical.
16 403. Relevance. Calls for speculation.

17 THE COURT: Overruled.

18 MR. MCRAE: Also calls for a legal conclusion.

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

21 THE WITNESS: I would -- I would need to look into
22 that. I'm not sure.

23 BY MS. MYERS:

24 Q Okay. And then just -- and just a couple more
25 questions. The -- have you ever heard the term "encampment

IV-221

1 resolution" used outside the context of this litigation?

2 MR. MCRAE: Objection. Relevance.

3 THE COURT: Overruled.

4 THE WITNESS: Yes. It's a -- it's a common term.

5 BY MS. MYERS:

6 Q And how would you define that common term?

7 MR. MCRAE: Objection to the extent it calls for a
8 legal conclusion. Lack of foundation. Relevance.

9 THE COURT: Well, it's also found, but you can --
10 if you've heard it in another, you know, venue of some kind.

11 BY MS. MYERS:

12 Q Let me ask -- I can ask a couple of other -- withdraw
13 that question and ask a couple of clarifying question.

14 You say it's a common term. Common in what circles?

15 MR. MCRAE: Objection. Lack of foundation.

16 THE COURT: Overruled.

17 MR. MCRAE: Relevance.

18 THE COURT: Overruled.

19 THE WITNESS: It's -- it's a -- it's a common term
20 that is used in multiple jurisdictions for addressing --
21 addressing encampments, and beyond that, it is a general
22 term and can be -- have many definitions that -- that I will
23 not be able to exhaust.

24 BY MS. MYERS:

25 Q Does the City of Los Angeles -- has the City of Los

IV-222

1 Angeles received encampment resolution funds from the State
2 of California?

3 MR. MCRAE: Objection. Relevance. Vague. Lack
4 of foundation. 403.

5 THE COURT: No. It may be one of the sources of
6 this definition. You can answer that, sir.

7 THE WITNESS: We do receive encampment resolution
8 funds.

9 BY MS. MYERS:

10 Q Do you know how many -- roughly how many Encampment
11 Resolution Fund Grants the City has gotten?

12 MR. MCRAE: 403. Relevance. Lack of foundation.

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

14 THE WITNESS: The program has been in place for a
15 number of years. We have received several. I -- I don't
16 know the total number, but there -- but there -- but there
17 are several, probably north of -- north of 10, south of 20.

18 BY MS. MYERS:

19 Q Okay. And Encampment Resolution Grants -- Fund Grants
20 from the State of California are given to cities or other
21 jurisdictions to resolve encampments in specific locations,
22 correct?

23 MR. MCRAE: Objection. Lack of foundation.
24 Beyond Los Angeles. Calls for a legal conclusion.
25 Relevance. 403.

IV-223

1 THE COURT: Overruled. You're talking about
2 state?

3 MS. MYERS: I'm talking about state funds, yeah,
4 your Honor.

5 THE COURT: Overruled.

6 THE WITNESS: Yes, generally.

7 BY MS. MYERS:

8 Q And, specifically here in Los Angeles, when the City of
9 Los Angeles has applied for encampment resolution funds,
10 have they -- has the City applied for a specific encampment
11 resolution funds for a specific encampment?

12 MR. MCRAE: Objection. 403. Lacks foundation.
13 Relevance.

14 THE COURT: From the -- from the state, Counsel?

15 MS. MYERS: Yes, your Honor. When the City has
16 applied to the State.

17 THE COURT: I know. I understand that. I want to
18 make -- specifically it's from the State, not from HUD that
19 you're referring to or whatever?

20 MS. MYERS: No. Specifically to the State.

21 THE COURT: Overruled.

22 THE WITNESS: The application does require a -- an
23 indication of the -- of the location.

24 BY MS. MYERS:

25 Q And is it your understanding that the purpose of these

IV-224

1 encampment resolution funds is to provide services and
2 support to people experiencing homelessness in encampments
3 that results in meaningful paths to safe and stable housing?

4 MR. MCRAE: Your Honor, it calls for a legal
5 conclusion.

6 THE COURT: Over --

7 MR. MCRAE: It lacks foundation, and I'd like to
8 know the source of what counsel's reading from.

9 THE COURT: Overruled. If you're aware of that in
10 terms of state grants, you can answer the question.

11 THE WITNESS: That sounds -- that sounds right.
12 It sounds like it may have been something in the documents
13 related to the Encampment Resolution Fund.

14 BY MS. MYERS:

15 Q And is that how the City of Los Angeles has used
16 encampment -- I'll withdraw that.

17 Has the City of Los Angeles used encampment resolution
18 funds to address specific encampments?

19 MR. MCRAE: Objection. Relevance. 403. Lack of
20 foundation.

21 THE COURT: Overruled.

22 MR. MCRAE: Calls for speculation.

23 THE COURT: Overruled.

24 THE WITNESS: We -- we have.

25 //

IV-225

1 BY MS. MYERS:

2 Q And have the -- have the funds been used to provide
3 services and support to people experiencing homelessness in
4 encampments?

5 MR. MCRAE: Objection. Asked and answered. 403.
6 Relevance.

7 THE COURT: Overruled.

8 MR. MCRAE: Lack of foundation.

9 THE WITNESS: Yes, they have.

10 BY MS. MYERS:

11 Q And was the goal of that to result in meaningful paths
12 to safe and stable housing?

13 THE COURT: Counsel, would you slow down just a
14 little bit and restate that.

15 BY MS. MYERS:

16 Q And was the goal of that to result in meaningful paths
17 to safe and stable housing?

18 MR. MCRAE: Objection. Calls for a legal
19 conclusion. Vague. 403. Lack of foundation. Relevance.

20 THE COURT: Overruled. You can answer that, sir.

21 THE WITNESS: Yes, consistent with the intent of
22 the grant.

23 BY MS. MYERS:

24 Q And are you familiar with any of the -- the details of
25 any of the encampment resolution funds encampment

IV-226

1 resolutions that the City has -- has conducted?

2 MR. MCRAE: Objection. Vague as to details. 403.
3 Relevance. Lack of foundation.

4 THE COURT: Are you aware of, do you mean
5 personally present, grant funding, what?

6 MS. MYERS: Aware of to the extent that you can --
7 you can testify as to -- as to what was -- what the specific
8 encampment resolution entailed.

9 THE COURT: About the specific what?

10 MS. MYERS: What the specific encampment
11 resolution entailed for any of the grants that the City
12 received.

13 THE COURT: Well, you can answer that question.
14 Overruled.

15 THE WITNESS: I would not be able to testify in
16 detail, no.

17 THE COURT: Okay.

18 BY MS. MYERS:

19 Q Are you refer -- are you aware of the Encampment To
20 Home Program?

21 MR. MCRAE: Objection. Relevance. Lack of
22 foundation. 403.

23 THE COURT: Overruled.

24 THE WITNESS: I've heard that. I've heard about
25 that program. I'm not familiar with that program.

IV-227

1 BY MS. MYERS:

2 Q When you've heard of it, do you know what it refers to?

3 MR. MCRAE: Relevance.

4 THE COURT: Did you know it was what?

5 MS. MYERS: Do you know what it refers to?

6 THE COURT: Oh.

7 MR. MCRAE: And lack of foundation.

8 THE COURT: Is this de Leon's program?

9 MS. MYERS: I'm sorry, your Honor?

10 THE COURT: Was this De Leon's program in the
11 State Senate?

12 MS. MYERS: No. This -- this predated the -- the
13 lawsuit, your Honor. It was in the South Los Angeles --

14 THE COURT: What's the offer of proof here? Are
15 you getting to different definitions of encampment
16 resolution?

17 MS. MYERS: Different instances of encampment
18 resolutions that the City conducted.

19 THE COURT: That the City might be aware of and
20 use?

21 MS. MYERS: Yes, that the City itself conducted.

22 THE COURT: Oh. Overruled. Either through grant
23 funding or knowledge. All right.

24 MS. MYERS: This is outside of the Encampment
25 Resolution Fund. This is a separate category of encampment

IV-228

1 resolutions.

2 THE COURT: I see. And the simple question was
3 are you aware of this. If you're not, just --

4 THE WITNESS: I am, but that is also a very --
5 that is a general term that I -- I believe has been used in
6 other parts of the City to -- to describe encampment
7 efforts. I believe it was also used in Venice for the --
8 the outreach and -- and removal of the tents along the
9 boardwalk. I don't know if it's an actual program. I think
10 it's just a term that people have used.

11 BY MS. MYERS:

12 Q Okay. And your understanding of that term that people
13 have used is about providing outreach and -- and housing
14 resources to people, is that correct?

15 MR. MCRAE: Objection. Lack of foundation.

16 THE COURT: Overruled.

17 MR. MCRAE: Calls for a legal conclusion. 403.

18 THE COURT: Overruled.

19 THE WITNESS: Generally, yes, that's correct.

20 BY MS. MYERS:

21 Q Okay. And when you refer to an Encampment to Home
22 operation in Venice, are you referring to an Encampment to
23 Home or encampment resolution operation that occurred on
24 Ocean Front Walk?

25 MR. MCRAE: Objection. 403. Lack of foundation.

IV-229

1 THE COURT: Overruled.

2 MR. MCRAE: Relevance.

3 THE COURT: Overruled.

4 THE WITNESS: Yes. The -- yes.

5 BY MS. MYERS:

6 Q And -- and when was that operation?

7 MR. MCRAE: Objection. Relevance.

8 THE COURT: Overruled.

9 THE WITNESS: I believe that operation was in -- I
10 want to say it was in 2021. So, it was -- it was several
11 years ago.

12 BY MS. MYERS:

13 Q And it was -- it was an encampment resolution that
14 occurred in -- on Ocean Front Walk -- Boardwalk in -- for
15 Venice Beach, correct?

16 MR. MCRAE: Relevance.

17 THE COURT: Overruled.

18 THE WITNESS: Yes.

19 BY MS. MYERS:

20 Q Okay. Were you present -- withdrawn. Were you aware
21 of encampment resolutions that occurred early in this
22 litigation related to the freeway agreement?

23 THE COURT: Related to the what?

24 THE WITNESS: The freeway -- the -- the Roadmap
25 Agreement.

IV-230

1 THE COURT: Roadmap.

2 MR. MCRAE: Objection. Relevance. Lack of
3 foundation. Vague. 403.

4 THE COURT: Overruled.

5 THE WITNESS: I -- I'm not aware of specific
6 encampment resolution -- resolution efforts related to the
7 -- to the Roadmap, no.

8 BY MS. MYERS:

9 Q You're not aware of a specific encampment resolution
10 operation that occurred in Council District 3, Councilmember
11 Blumenfield's District, as part of this litigation?

12 MR. MCRAE: Assumes facts. That's testimony.
13 Also, asked and answered. Lack of foundation. 403.

14 THE COURT: Overruled.

15 THE WITNESS: There have been hundreds of
16 encampment resolution efforts over the past several years.
17 And, no, I do not recall the details of each individual
18 encampment resolution effort.

19 BY MS. MYERS:

20 Q Just asking about those specific ones. Just -- just a
21 couple --

22 A I do not. I do not recall the details of that effort.

23 Q Okay. Are you -- are you aware of what happened at the
24 Echo Park Lake Park in 2021?

25 MR. MCRAE: Objection. Vague. What -- what

IV-231

1 happened? Also 403.

2 THE COURT: Sustained.

3 BY MS. MYERS:

4 Q Are you -- are you aware of an encampment resolution
5 operation that occurred at the Echo Park Lake in 2021?

6 MR. MCRAE: 403. Relevance. Lack of foundation.

7 THE COURT: Overruled.

8 MR. MCRAE: I am -- I am familiar with -- with
9 that effort. That was very high profile.

10 BY MS. MYERS:

11 Q And how would you describe the effort by the City of
12 Los Angeles related to the encampment resolution at Echo
13 Park Lake?

14 A 403. Relevance. Lack of foundation.

15 THE COURT: All right. It's ambiguous also. Are
16 we talking about a definition that was used into safe and
17 stable housing, for instance? I don't understand the --

18 MS. MYERS: Your Honor I'm simply asking Mr. Szabo
19 if he can describe the -- he said he was a high profile
20 operation. I'm asking if he can describe that operation
21 from the City's standpoint related to the encampment at Echo
22 Park Lake.

23 MR. MCRAE: Your Honor, lack of foundation and
24 beyond his duties.

25 THE COURT: Yeah. I -- I'm concerned, Counsel,

IV-232

1 about 403 now. If it ties to definitions that this City's
2 used, for instance, in the past, then I'm going to let you
3 ask those questions. Just describing these encampment
4 resolutions generally is taking too much time, frankly.

5 MS. MYERS: Okay. I -- I will just ask the --

6 THE COURT: So, if you want to get into
7 definitions, if the City used definitions, how that applies
8 to Inside Safe and their resolutions or definitions, that's
9 fine, but --

10 BY MS. MYERS:

11 Q And the -- the Encampment to Home Program, would that
12 fall under the commonly understood term "encampment
13 resolution" as you understand it and you previously
14 identified?

15 MR. MCRAE: Call -- calls for speculation. Lack
16 of foundation. 403 as to what other people think.

17 THE COURT: Just restate the question, Counsel.

18 BY MS. MYERS:

19 Q I asked you specifically about the Encampment to Home
20 Program. Would you consider that an encampment resolution
21 based on the definition of encampment resolution as you
22 understand it generally?

23 MR. MCRAE: Objection. Assumes facts of a
24 definition. Calls for a legal conclusion. Lack of
25 foundation. 403.

IV-233

1 MR. MCRAE: Yeah, I -- I think that the -- the
2 definition Inside Safe Exhibit 44, page 43 -- both of you
3 can check my memory on that.

4 MS. MYERS: That's correct, your Honor.

5 THE COURT: And partway down the line that's, you
6 know, underlined --

7 MS. MYERS: Yes, your Honor.

8 THE COURT: -- it's sitting right there for all
9 the parties to look at. So, I don't know how this is --

10 MS. MYERS: I just want to make sure that we're
11 clear that that is a definition of an encampment resolution.
12 So, I --

13 THE COURT: Well, there's --

14 MS. MYERS: -- I can ask Mr. Szabo that question.

15 THE COURT: So, the offer of proof is that Exhibit
16 44, page 43, that that definition used by the City is rather
17 common to other encampment resolution language?

18 MS. MYERS: I haven't asked Mr. Szabo about that
19 specific definition. I'm happy to ask him about that
20 specific --

21 THE COURT: No, I'm --

22 MR. MCRAE: Your Honor --

23 THE COURT: I'm not suggesting that. I just -- I
24 don't hear that offer of proof yet in terms of I've got
25 language in the Inside Safe Program that the City's using.

IV-234

1 I don't know how helpful it is concerning anything outside.
2 For instance, Blumenfield, there may be an encampment
3 resolution language there that was used. Venice, I think
4 that was the prior Sheriff before Traci Park was the -- I
5 think -- I'm not sure if Bonin -- it was at the time of
6 Park.

7 MS. MYERS: It was.

8 THE COURT: And I'm not certain -- in other words,
9 when it's used within the City, I'm going to allow that type
10 of question. We're getting out into other areas. Unless
11 there's a directly contradictory phrase used, then I don't
12 think it's very helpful. I think then it's 403.

13 So, I'm going to let you inquire about Venice, if
14 there's specific language used. Blumfield, specific
15 language. How the City reacted. I'll let you go into some
16 of the cities nearby in terms of Los Angeles, because we've
17 got an intertwined Los Angeles City network. But as far as
18 the --

19 MS. MYERS: Your Honor, all of these are in the
20 City of Los Angeles and were conducted by the City of Los
21 Angeles.

22 THE COURT: Okay. Well, just ask a general
23 question then.

24 MS. MYERS: Okay.

25 THE COURT: And let's move on.

IV-235

1 BY MS. MYERS:

2 Q Is the -- is it a fair definition of an encampment
3 resolution to house Angelinos living in encampments, connect
4 them to services and prevent their return to the street?

5 MR. MCRAE: Objection. Fair for what context?
6 It's vague. Lack of foundation. Could call for a legal
7 conclusion.

8 THE COURT: We could go through each one of these
9 within the City. It's a general question, and I think the
10 -- the import of this from both sides is simply if the
11 language, for instance, meaningful and safe, stable housing
12 is an oddity or commonly used or words to that effect or
13 this is an outlier. We could spend hours on this, but --

14 THE WITNESS: Yeah.

15 THE COURT: -- the cities may have used it in
16 different contexts, different encampment resolutions from
17 Blumfield to Traci Park to --

18 THE WITNESS: If I'm going to -- if I were to
19 answer the question, actually, encampment resolution in the
20 general sense is used to describe whatever efforts might be
21 part of the plan and program that ultimately results in the
22 removal of an encampment typically in the public right of
23 way. And -- and it -- there are many ways to go about that,
24 but when -- when people refer to resolution, they're
25 referring to the encampment that was there today, isn't

IV-236

1 there tomorrow. It's -- it's the -- it's the removal of the
2 -- the living of people on the street.

3 BY MS. MYERS:

4 Q And is Inside Safe an encampment resolution program?

5 MR. MCRAE: Objection to the extent it calls for a
6 legal conclusion.

7 THE COURT: No. No. Overruled. You can answer
8 that question.

9 THE WITNESS: It is -- it is a type of an
10 encampment resolution program, yes.

11 BY MS. MYERS:

12 Q Is the Encampment to Home Program --

13 THE COURT: Counsel, just one moment.

14 MS. MYERS: Okay.

15 (Pause.)

16 THE COURT: I'm sorry, Counsel. Your question.

17 BY MS. MYERS:

18 Q Is the Encampment to Home Program we previously
19 discussed, is that an encampment resolution?

20 MR. MCRAE: Objection. Calls for a legal
21 conclusion. 403. Lack of foundation.

22 THE COURT: Overruled. You can answer that
23 question, please.

24 (Pause.)

25 THE WITNESS: That would -- that would be an

IV-237

1 encampment resolution -- that would be an encampment
2 resolution effort. I want to use that word because when you
3 say program, it suggests a -- a, you know, defined and
4 standardized policies and procedures. I think the
5 Encampment to Home was -- was an effort that was tailored to
6 the needs of that particular area.

7 BY MS. MYERS:

8 Q How about the Ocean Front Walk effort that we
9 previously discussed in at the time, Councilmember Bonin's
10 District, CD 11.

11 MR. MCRAE: What --

12 BY MS. MYERS:

13 Q Is that an encampment -- was that an encampment
14 resolution?

15 MR. MCRAE: Objection. Calls for a legal
16 conclusion. Lack of foundation. 403. Relevance.

17 THE COURT: Overruled.

18 THE WITNESS: That is a type of encampment
19 resolution, yes.

20 BY MS. MYERS:

21 Q Okay. And you indicated you don't -- you didn't have
22 information about the freeway agreement. So, I won't ask
23 about that. The Echo Park Lake operation that we previously
24 discussed, would you consider that an encampment resolution?

25 MR. MCRAE: Objection. 403. Relevance. Lack of

IV-238

1 foundation.

2 THE COURT: Overruled.

3 THE WITNESS: That is a -- that is a type of
4 encampment resolution, yes.

5 BY MS. MYERS:

6 Q And -- and is it a key component of an encampment
7 resolution the provision of housing opportunities or options
8 for individuals in that encampment?

9 MR. MCRAE: Objection. It's vague. It lacks
10 foundation.

11 THE COURT: Would you restate that question
12 slower?

13 MS. MYERS: Sure.

14 BY MS. MYERS:

15 Q Is a -- is a key -- is it an aspect of an encampment
16 resolution to provide shelter or housing options to the
17 individuals in that encampment?

18 MR. MCRAE: Objection. It's vague. It's lack of
19 foundation. It could call for a legal conclusion.
20 Relevance.

21 THE COURT: Overruled.

22 (Pause.)

23 THE WITNESS: That -- that is within the broad
24 range of what could be part of an encampment resolution
25 effort, yes.

IV-239

1 BY MS. MYERS:

2 Q And I'm asking -- let me ask is it a necessary
3 component of an encampment resolution?

4 MR. MCRAE: Objection. Calls for a legal
5 conclusion. Lack of foundation. Speculation. 403.

6 THE COURT: Overruled.

7 THE WITNESS: It depends on the -- the -- the
8 policy and -- and procedures that are implemented.

9 BY MS. MYERS:

10 Q I'm just -- I'm asking about your understanding of that
11 term. You testified that that's a commonly understood term,
12 encampment resolution. So, I'm asking based on your
13 commonly understood definition of encampment resolution,
14 does it include the provision of housing or resources to
15 permanently or to move people from that encampment into
16 housing or shelter?

17 MR. MCRAE: Objection. Asked and answered. Calls
18 for a legal conclusion. Lack of foundation. 403.
19 Relevance.

20 THE COURT: Overruled.

21 THE WITNESS: It certainly can. But -- but, as I
22 said, it's -- it's a broad term. It's a widely used term
23 that could describe many types of -- varying types of
24 efforts, but it absolutely can, yes.

25 //

IV-240

1 BY MS. MYERS:

2 Q Does it need to --

3 MR. MCRAE: Your --

4 BY MS. MYERS:

5 Q -- in order for it to be understood as an encampment
6 resolution? Is it a necessary condition?

7 THE COURT: Does it need to by whom? By HUD, by
8 the State, by whom?

9 MS. MYERS: Your Honor, Mr. Szabo testified that
10 it was a commonly understood --

11 THE COURT: No. I -- I heard that testimony.

12 MS. MYERS: -- term. I'm trying to get at what
13 his -- what his commonly understood definition is of that
14 term. It's a -- it's a common term in the -- the world of
15 homeless services provision.

16 THE COURT: I'm --

17 MS. MYERS: I --

18 (Pause.)

19 THE COURT: I'm going to let you ask that
20 question. Otherwise we may end up going through each one of
21 these documents. And, quite -- or each one of these
22 programs. And, quite frankly, that's consumptive of time.
23 So, overruled.

24 THE WITNESS: Resolution is an extraordinarily
25 broad term. And -- and, so, it could mean -- it could mean

IV-241

1 many things depending on the particular policies and
2 procedures adopted around -- around the operation that would
3 lead to the resolution. It's -- I mean, resolution does not
4 have a -- that is a -- a subjective term.

5 BY MS. MYERS:

6 Q I understand that. Okay. I'm just going to point you
7 to Exhibit 65 again, to -- to F. This will be my --
8 hopefully my last couple of questions, but you're familiar
9 with this document, right?

10 A Uh --

11 Q It's what we previously identified as part -- as the
12 sections engagement and cleaning.

13 A Yes. Yes, I am.

14 Q Okay. Understanding that the City of -- that the LA
15 Alliance didn't agree to the resolution and so that wasn't
16 part of the plan, the resolution -- or, yeah, the resolution
17 section was put forth by the City of Los Angeles, correct?

18 MR. MCRAE: Your Honor, relevance. It's been
19 testified that this was rejected.

20 THE COURT: Overruled.

21 THE WITNESS: Yes, it was.

22 BY MS. MYERS:

23 Q Okay. And, so, when you're speaking about encampment
24 resolutions, speaking about encampment prioritization is
25 based on the availability of housing resources and the

IV-242

1 severity of the encampments. So, the availability of
2 housing is a key component of an encampment resolution,
3 correct?

4 MR. MCRAE: Objection. Calls for a legal
5 conclusion. Asked and answered. 403. Relevance. Lack of
6 foundation.

7 THE COURT: Overruled.

8 THE WITNESS: Are you citing a particular portion
9 of the --

10 BY MS. MYERS:

11 Q I'm citing to this page, in the middle of the page.

12 A Yes. That's what the -- that's what the words on the
13 page say, yes.

14 Q And that's what the City represented, that in order to
15 resolve an encampment, the City must ensure there are beds
16 available to match with encampment residents and that
17 service providers have the capacity to provide case
18 management and other services?

19 MR. MCRAE: Again, relevance. This was rejected.
20 Lack of foundation. 403. It's not part of the agreement.
21 So, it's not relevant.

22 THE COURT: Overruled.

23 THE WITNESS: So -- so, I'm just -- sorry. Just
24 for -- that is what was represented in -- in that proposal
25 which had a much different number. That number was

IV-243

1 rejected. That number was -- that number was rejected, and
2 I just will say that the settlement agreement uses the word
3 "reduction", and the adopted agreement between the
4 Plaintiffs and the City does not use the word "resolution".
5 It uses the word "reduction". It says 9800 reductions. It
6 says reductions five or six times consistently throughout.
7 That was adopted, agreed to by the Plaintiffs and accepted,
8 and that is what we are reporting on, what we actually
9 agreed to.

10 MS. MYERS: Move to strike as nonresponsive.

11 MR. MCRAE: Your Honor, I oppose.

12 THE COURT: Counsel, your question?

13 BY MS. MYERS:

14 Q I'm simply asking for purposes of an encampment
15 resolution from the City's standpoint if the -- you now read
16 what the City has put forward as an encampment resolution.
17 If housing resources and providing housing or shelter
18 opportunities to individuals in those encampments is a
19 necessary component of an encampment resolution?

20 MR. MCRAE: Objection. Asked and answered. It's
21 a hypothetical because it was rejected. Relevance. Calls
22 for a legal conclusion. 403.

23 MS. MYERS: And I'm not asking specifically as to
24 the settlement agreement. I'm asking about encampment
25 resolutions generally.

IV-244

1 MR. MCRAE: Your Honor, if it's not tied to the
2 settlement agreement, what's the proffer?

3 THE COURT: Overruled. Last time, though. This
4 is the last question. We've been around this three or four
5 times now.

6 BY MS. MYERS:

7 Q Mr. Szabo, putting aside the use of this document for
8 purposes of settlement communications and simply looking at
9 this, the words on the page, would you agree with this, that
10 in order to conduct an encampment resolution, which includes
11 Inside Safe and various operations that you outlined, the
12 City must ensure there are beds available to match with
13 encampment residents and that service providers have the
14 capacity to provide case management and other services?

15 MR. MCRAE: Objection, your Honor. It -- it's not
16 relevant if it's not part of the settlement agreement.
17 Calls for speculation. Lack of foundation. 403.

18 THE COURT: Overruled. This isn't directed
19 towards the settlement agreement. This is, you know, your
20 understanding of encampment resolution.

21 THE WITNESS: It's -- it's not necessary. It's
22 not necessary, and -- and it's -- it's -- I will say the
23 committee -- the City has that general commitment, but
24 that's not -- that's not necessary. And outside of the --
25 the confines of the very -- the specific proposal that was

IV-245

1 made and rejected and not operative, it -- it doesn't carry
2 beyond that.

3 BY MS. MYERS:

4 Q You said -- this might be my last question, your Honor.
5 You said previously that in -- for an encampment resolution,
6 an encampment is there and the next day it's gone. If
7 housing and shelter is not provided for purposes of an
8 encampment resolution, what constitutes a resolution that
9 leads to people not being there?

10 MR. MCRAE: Objection, your Honor. That's vague.
11 It's argumentative. It's irrelevant. It's 403, and it
12 lacks foundation, and it calls for speculation.

13 THE COURT: Overruled. You can answer that
14 question.

15 THE WITNESS: And that -- and that -- that varies
16 based on the -- the program that is implemented, the
17 policies that are adopted by the City or other cities. What
18 I was referring to is that -- is that commonly resolution is
19 -- is the date, for example -- San Francisco would use the
20 term the resolution date. That is the date of which after
21 various services are provided, the residents of the
22 encampment are told that the encampment will -- will be
23 removed whether they accept shelter or not. And, so, that's
24 -- that's I think the common term. Resolution is -- is the
25 end of the encampment as the encampment exists in the public

IV-246

1 right of way. And -- and we have been developing over time
2 programs and policies to -- to make that most effective, but
3 that's within the purview of the -- the Mayor and the City
4 Council.

5 MS. MYERS: No further questions, your Honor.

6 MR. MCRAE: Your Honor, can I have about 5 or 10
7 minutes to set up?

8 THE COURT: You call the time.

9 MR. MCRAE: Ten.

10 THE COURT: Ten minutes?

11 MR. MCRAE: Thank you, your Honor.

12 THE COURT: Okay. And, sir, why don't you step
13 down. And, once again, you're free to talk to anybody.

14 THE WITNESS: Very good. Thank you.

15 THE COURT: About 10 minutes, Counsel?

16 MR. MCRAE: Yes, sir. Yes, your Honor.

17 (Proceedings recessed briefly.)

18 THE COURT: We're back on the record -- back on
19 the record. All counsel are present. The witness is
20 present, and counsel on behalf of the -- the City, please.

21 MR. MCRAE: Thank you, your Honor. May I proceed?

22 THE COURT: And would you reintroduce yourself to
23 CourtSmart, just in case?

24 MR. MCRAE: Yes, your Honor. Marcellus McRae,
25 Gibson, Dunn and Crutcher, appearing on behalf of the City

IV-247

1 of Los Angeles.

2 THE COURT: Thank you.

3 FURTHER CROSS EXAMINATION

4 BY MR. MCRAE:

5 Q Mr. Szabo, good afternoon.

6 A Good afternoon.

7 Q Sir, first I want to ask you is there anything that you
8 wanted to clarify regarding any of your testimony up to this
9 point over the last couple of days?

10 A To clarify for my testimony, I would -- there were a
11 couple of moments where there was information that I -- that
12 I did not have at the ready. So, I can add that at this
13 time if that's -- if that's appropriate.

14 Judge, the prior questioning asked regarding whether we
15 count -- whether we count instances where vehicles are --
16 are destroyed as opposed to impounded, if we counted that in
17 our numbers. We are not counting those in our numbers. If
18 -- I was also asked whether there were any impound related
19 to Care, Care Plus operations, if we counted those. We do
20 not count those either. So, just for -- for clarity, it's
21 just the -- the only numbers regarding vehicles that we're
22 reporting are related to RV operations where there is a
23 record of -- of impound from the Department of
24 Transportation.

25 //

IV-248

1 BY MR. MCRAE:

2 Q Sir, I want to direct your attention to the exchange
3 that you had with counsel for the Plaintiffs yesterday, a
4 considerable portion regarding a series of audits, including
5 Exhibits 82, 83, 89, 91, 92, and that's not exhaustive.
6 There may be a few others, but I want to refer to those all
7 as the audits that you reviewed yesterday in the examination
8 by counsel for the Plaintiffs.

9 Do you recall that?

10 A I do.

11 Q First of all, you're not employed by LAHSA, is that
12 right?

13 A I'm not employed by LAHSA, no.

14 Q And did you see anything in any of the audit reports
15 that you were asked to look at yesterday that spoke to
16 whether the City is currently complying with its obligations
17 under the Alliance Settlement Agreement?

18 A I did not.

19 Q Did you see anything in any of the audits that you
20 reviewed yesterday that spoke to whether the City will be in
21 compliance with its obligations under the Alliance
22 Settlement Agreement at any time in the future?

23 A I did not.

24 Q Did you see anything in any of the audit reports that
25 spoke to whether the City is complying with the Roadmap

IV-249

1 Agreement that it has with the County of Los Angeles?

2 A I did not.

3 Q And did you see anything that spoke to whether the City
4 of Los Angeles at some future point will be in compliance
5 with the Roadmap Agreement that it has withy the County?

6 A I did not, no.

7 Q Now, you were shown audits that spanned anywhere from
8 2001 referring back to the subjects which I recall may have
9 been 1997 with the first one that you saw, the last century,
10 all the way up until about 2018, maybe 2020.

11 Did you see anything that counsel for the Plaintiffs
12 put in front of you that would inform you whether the
13 programs that were the subject of those audits are operating
14 in the same manner now that they were operating at the time
15 those audits were conducted?

16 A I didn't, and many of the programs don't exist.

17 Q Did you see anything in any of the documents that
18 counsel for the Plaintiffs put in front of you that spoke to
19 whether any of the findings in any of the audits that you
20 were shown were applicable today to any of the programs or
21 entities that were the subject of those audits?

22 MS. MITCHELL: Objection. Vague. Compound.
23 Calls for speculation. Lacks foundation.

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

IV-250

1 THE WITNESS: I did not.

2 BY MR. MCRAE:

3 Q Sir, let me ask you a bit about your college education.

4 Where -- where did you graduate?

5 A I graduated from the University of Notre Dame.

6 Q And -- and what degree did you obtain there?

7 A Bachelor's in Government International Relations with a
8 concentration in Public Policy and Economics.

9 Q And after that, did you do any further study?

10 A I attended graduate school at USC.

11 Q Okay. And did you -- what did you study there?

12 A Public policy.

13 Q And -- and you've been working in city government in
14 various forms for how long?

15 A For 25 and a half years.

16 Q With your background and your experience, would you
17 ever make an attempt to use any of the audits that you were
18 shown by Plaintiffs' counsel to validate the findings and
19 recommendations in the assessment, which is Exhibit 23 in
20 this case?

21 A I'm sorry. The assessment is the A and M assessment?

22 Q The A and M document, yeah.

23 A Would I have used any of the -- any of the documents
24 that was -- that I was shown yesterday?

25 Q Yes.

IV-251

1 A To -- to validate the A and M assessment?

2 Q Yes.

3 MS. MITCHELL: Objection. Vague. Ambiguous.
4 Lacks foundation.

5 THE COURT: Overruled. You can answer the
6 question.

7 THE WITNESS: No, I don't believe so.

8 BY MR. MCRAE:

9 Q Why not?

10 A Well, there -- many -- many of the -- the audits and
11 reports are -- they were from several years ago. They also
12 related to -- many of them also related to County programs
13 and county management, which was not the subject of the A
14 and M evaluation.

15 Q Sir, did you see anything in any of the audits that
16 Plaintiffs' counsel presented to you that caused you to
17 believe that the City is not using its best efforts to
18 comply with its obligations under the Alliance Settlement
19 Agreement?

20 MS. MITCHELL: Objection. Vague. Ambiguous.
21 Lacks foundation. Calls for speculation.

22 THE COURT: Overruled. Answer the question,
23 please.

24 THE WITNESS: No.

25 //

IV-252

1 BY MR. MCRAE:

2 Q And did you see anything in any of the audits that
3 Plaintiffs' counsel showed you that prompted you to believe
4 that the City is not in compliance with its obligations
5 under the MOU Roadmap Agreement with the County?

6 MS. MITCHELL: Same objection.

7 THE COURT: Overruled. You may answer.

8 THE WITNESS: Nothing, no.

9 BY MR. MCRAE:

10 Q Sir, let me -- let me ask you, in the time -- the 25
11 years or so that you've been working in -- in city
12 government, is it your experience that there are a number of
13 audits of cities at least you've worked for where the audits
14 are done on an annual basis?

15 A Yes. Correct. We -- the City of Los Angeles itself
16 conducts a number of annual audits.

17 Q And is there a reason in your experience why someone
18 wouldn't look at an audit from 2002 let's say and simply
19 extrapolate that whatever findings were there would be
20 applicable in 2025?

21 MS. MITCHELL: Objection. Leading.

22 MR. MCRAE: I'm asking a question.

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

25 THE WITNESS: Well, of course, the programs and

IV-253

1 financial situations are constantly evolving in city -- any
2 city, but certainly a city as large as Los Angeles.

3 BY MR. MCRAE:

4 Q And let me just ask you -- your Honor, I have -- may I
5 have one moment? I'm just counting some pages.

6 THE COURT: Certainly.

7 (Pause.)

8 BY MR. MCRAE:

9 Q You -- you testified earlier that you were a negotiator
10 on behalf of the City in connection with the Alliance
11 Settlement Agreement. To put a finer point on it, would you
12 consider yourself a lead negotiator or the lead negotiator
13 on the City of Los Angeles' behalf relative to the Alliance
14 Settlement Agreement?

15 A Yes, as it relates to the Alliance Settlement
16 Agreement, I was negotiating along with the City Attorney on
17 behalf of the Mayor and the City Council.

18 Q And would it also be fair to say that you were a -- a
19 primary negotiator in connection with the Roadmap Agreement
20 between the County of Los Angeles and the City of Los
21 Angeles?

22 A Yes, I -- I was in that role, though I was representing
23 the -- the Mayor of the City.

24 Q And with respect to the -- the assessment that we were
25 talking about that was done by A and M -- and I -- I want

IV-254

1 you to take that exhibit, which is Exhibit 23, the
2 assessment that you were shown yesterday, and I want you to
3 consider all the audits that you were shown yesterday. And
4 let me ask you, notwithstanding all of the findings and the
5 assessment and all the audits that you were shown, in its
6 last report on bed count under the Alliance Settlement
7 Agreement, did the City report 11,002 beds towards the
8 Alliance Settlement Agreement?

9 A We did, yes.

10 Q And -- and, notwithstanding all the findings and
11 recommendations and thoughts and the assessment and the
12 whole panoply of exhibits that you were shown as audits
13 yesterday, did the City also report approximately 6129
14 encampment reductions in connection with encampment
15 reduction obligations under the Alliance Settlement
16 Agreement?

17 A We did report that number, correct.

18 Q And -- and, despite all the findings in the assessment
19 and the numerous audits that you were shown over the last
20 two decades, did seeing any of those things, Exhibit 23, the
21 collective audits that you were shown, cause you to have so
22 much as a ounce of doubt about whether the City will meet
23 its obligations of bed count and encampment reductions under
24 the Alliance Agreement with the Plaintiffs -- Alliance
25 Settlement Agreement?

IV-255

1 A None whatsoever.

2 Q And why is that, sir?

3 A Because the City is completely committed to meeting its
4 obligations under the settlement. It is committed -- and I
5 -- and I can say from top to bottom of the -- amongst the
6 members of the City Council to seek additional opportunities
7 to provide housing for homeless residents. The -- the
8 programs, as I -- as I said yesterday or the day before, it
9 is -- it is not -- it is not just a priority that -- that
10 the Mayor and the Council speak to and speak about, but in
11 -- they have consistently for the past several years
12 dedicated the City's resources, a large portion of the
13 City's resources of our -- of our general fund in addition
14 to state and federal funds and funds from the County towards
15 establishing housing, interim housing and permanent housing
16 for the homeless and -- and even this year when, as the City
17 was facing tremendous financial difficulties that led the
18 Mayor to propose a budget with over 1600 layoffs, the City
19 Council reviewed the budget, made a number of changes to the
20 budget but largely kept intact the -- the funding that was
21 proposed to be appropriated to homelessness, and -- and they
22 will continue -- I have no doubt whatsoever in working with
23 every member and the Mayor on a daily basis of their -- of
24 their commitment to meeting the -- meeting the objectives
25 and obligations of the -- of the settlement and beyond.

IV-256

1 Q And, to, again, put a finer point on it, I'll ask you
2 the same question, now pivoting from the Alliance Settlement
3 Agreement. Did any of the findings, conclusions,
4 recommendations, observations and any of the audits that you
5 saw yesterday or Exhibit 23, which is the assessment, cause
6 you to have any doubt about whether the City is going to
7 meet its obligations under the Roadmap Agreement with the
8 County of Los Angeles?

9 A No, none -- none whatsoever. We --

10 Q Why?

11 A We met those obligations -- we met those obligations
12 under -- under the initial 18-month required timeline, and
13 we have continued to maintain those beds throughout the five
14 years, and the County -- and, again, I want to -- to stress
15 that this was a -- this was an agreement between the City
16 and the County, and the Count had the option to reduce its
17 contribution to the City should the -- if the City failed to
18 maintain those -- those beds, the number of beds, the 6,000
19 beds, 6700, including the permanent housing, but the County
20 faithfully and very promptly delivered the \$53 million and
21 then following that up with another \$60 million and another
22 60, another 60, another 60, another 60 in the subsequent
23 four years, in July, most of the time in the first week of
24 July, and I view that -- I mean, I view that as -- as
25 validation that we had met the terms of the agreement and we

IV-257

1 continued to meet the terms of that Roadmap Agreement
2 throughout the five years of its -- of its term.

3 Q And, sir, as a lead negotiator for the City of Los
4 Angeles in connection with the Alliance Settlement
5 Agreement, did you ever commit the City to take any actions
6 whatsoever to address any of the findings or recommendations
7 of the A and M firm in the assessment, which is Exhibit 23?

8 A As part of -- as part of the settlement negotiators?

9 Q Yes -- not as part of the negotiations. I'm saying
10 ultimately in terms of the agreement that you negotiated, in
11 terms of what you agreed to, did that settlement agreement,
12 Exhibit 25, to your knowledge, include anything where you
13 committed the City of Los Angeles to taking any action
14 whatsoever with respect to the findings and recommendations
15 in the assessment, which is Exhibit 23?

16 MS. MITCHELL: Objection. Leading. Vague.
17 Compound, and calls for a legal conclusion.

18 THE COURT: Overruled. You can answer.

19 THE WITNESS: No, not at all, the -- the
20 settlement -- the idea of an audit was not even contemplated
21 in the settlement agreement.

22 BY MR. MCRAE:

23 Q And do you recall being shown I think it was Exhibit --

24 MR. MCRAE: Your Honor, can I -- hang on one
25 second. I just want to confer with my colleague here.

IV-258

1 (Pause.)

2 MR. MCRAE: Exhibit 92, and maybe we can have that
3 up on the screen so that we can all look at it.

4 BY MR. MCRAE:

5 Q Sir, do you recall having a discussion with counsel for
6 Plaintiffs about Exhibit 92 yesterday?

7 A I -- I do, yes.

8 Q And did you have a chance to see whether or not this
9 audit purports to be governed by any applicable standards
10 like GAAP or GAAS or G-A-G-A-S, GAGAS?

11 THE COURT: Just a moment. We've got --

12 MR. MCRAE: Sure.

13 THE COURT: -- a number of audits by -- I want to
14 make sure -- Counsel, I've got it. Now you can -- thank
15 you. I'm sorry. It's up on the screen also.

16 MR. MCRAE: You're very welcome.

17 THE COURT: All right. Okay. I've got it.

18 BY MR. MCRAE:

19 Q Sir, do you need me to repeat the question?

20 A No, no. I have -- yeah, I -- I did review, and it
21 didn't -- and it does not appear to -- to claim that it is
22 compliant with -- with any auditing -- auditing standards,
23 generally accepted auditing standards.

24 Q And did counsel for the Plaintiffs in the discussion
25 yesterday with you on the various audits you were shown ever

IV-259

1 put anything in front of you to tell you whether or not all
2 of those audits were conducted under the same or any
3 standard?

4 A Not -- not that I recall. I don't -- I don't remember
5 seeing anything that suggested as such.

6 Q And you were here in court when individuals from A and
7 M said a number of times -- we were looking at I believe it
8 was page three, paragraph three of Exhibit 23, which is the
9 assessment -- that the assessment was not conducted pursuant
10 to any applicable accounting standard. Were you in the
11 court when that was said?

12 MS. MITCHELL: Objection --

13 THE COURT: Once again, we're referring to
14 Controller Mejias?

15 MR. MCRAE: No. I'm sorry, your Honor. I'm
16 pivoting to Exhibit 23, and I'll put it up on the screen if
17 that's better.

18 THE COURT: Now just a moment. I got lost. So,
19 we're not talking about the auditor Controller Mejias?

20 MR. MCRAE: We're now --

21 THE COURT: 92? So, what exhibit -- are you back
22 to 23?

23 MR. MCRAE: Yes, your Honor.

24 THE COURT: All right. I'm sorry. Thank you very
25 much counsel.

IV-260

1 MR. MCRAE: Of course.

2 MS. MITCHELL: And the objection was that it was
3 leading, your Honor.

4 THE COURT: I'm sorry?

5 MS. MITCHELL: The objection was that it was a
6 leading question, your Honor.

7 THE COURT: Leading?

8 MS. MITCHELL: Leading.

9 THE COURT: No. Overruled.

10 BY MR. MCRAE:

11 Q Were you here in court when -- do you need me to repeat
12 the question?

13 A No, but I actually -- I actually was not in court --

14 Q Oh.

15 A -- at that time, and I think there was a change in the
16 rule about witnesses being in the room. I don't remember,
17 but I wasn't -- I wasn't there on that day.

18 Q Well, we -- we've now been edified that any person can
19 be present at any time. So, let me show you the -- the
20 exhibit, Exhibit 23. And we'll go to page three of that.
21 Oh, it's already on the screen. Let's go to page three.

22 Sir, I have in front of you page three of Exhibit 23
23 that says A and M and the Court agreed that A and M's work
24 would not constitute a formal review or audit in accordance
25 with any applicable accounting standards. Do you see that?

IV-261

1 A I see that, yes.

2 Q And you've seen this assessment before, Exhibit 23?

3 A I have, yes.

4 Q And you were aware of that disclaimer that we just read
5 about being conducted in accordance with any applicable
6 accounting standards?

7 A I was aware of it, yes.

8 Q And does -- does this statement here in any way inform
9 -- and you had this discussion yesterday with Plaintiffs'
10 counsel about some of your views about the A and M
11 assessment. Let me ask you this. Did you in any way
12 perceive that this assessment which is Exhibit 23, would
13 inform whether the City was in compliance with its
14 obligations under the Alliance Settlement Agreement?

15 A Did I perceive that it would inform? I -- I -- you
16 know, the -- it -- it was designed to look at three
17 programs, including the Alliance Settlement, but it
18 certainly didn't do anything to -- it didn't do anything
19 that helped inform whether the City was -- was in compliance
20 or out of compliance.

21 Q And did you have any issues or concerns with this
22 assessment?

23 A Well, issues or concerns with this assessment
24 generally?

25 Q Yes.

IV-262

1 A I mean, I -- yeah. As I -- as I -- some of which I
2 stated yesterday. The issues -- some of the issues that I
3 had with the assessment certain begin with the fact that it
4 is the disclaimer that -- that you have on the screen, that
5 it was not conducted under any generally accepted standards
6 whatsoever. It says that it does not issue opinions on
7 financial statements or provide audits or other attestation
8 services. But, yet, it then proceeded to come right up to
9 the edge of making financial assessments, making -- and then
10 making -- it came up -- right up to the edge of making
11 financial findings and then making recommendations based on
12 those findings. And -- and, so, that -- and the problem
13 with that is that the reason that a firm or an audit would
14 comply with generally accepted standards if that it would --
15 that they require the auditors to adhere to standards of
16 ethics, of independence, objectivity, sound professional
17 judgment, and -- and when we -- when we audit ourselves or
18 when we contract with a firm to audit the City's finances,
19 for example, they absolutely comply with those standards
20 because they're necessary to give the consumers the
21 information -- excuse me -- to give the consumers of the
22 information assurance as to the reliability and the rigor
23 with which the findings were arrived at, and -- and this is
24 -- you know, this is serious -- these are serious issues,
25 and we're talking about hundreds of millions of dollars,

IV-263

1 billions of dollars. And when we're making findings about
2 the status of how the City is managing its finances as it
3 relates to homelessness, I -- I think it is absolutely
4 essential, required that that kind of an assessment follow
5 generally accepted standards.

6 Q Do you recall language in the assessment to the effect
7 that something may occur or that there's a risk that it may
8 occur, language of that nature?

9 A Yes. I don't remember exactly where, but there --
10 there was -- that was -- that was common that there was --
11 that they raised issues, making -- making kind of incomplete
12 assessments that this may happen but not determining what --
13 what is or is not.

14 Q Did you find that particularly useful and helpful in
15 reading it?

16 A Found that completely unuseful.

17 Q Sir, there was a lot of discussion yesterday and today
18 about LAHSA. And I want to telescope the discussion to the
19 reporting, the quarterly reporting under the Alliance
20 Settlement Agreement that is provided. And, so, let's --
21 let's talk about bed count that's provided in terms of
22 quarterly reports to contextualize LAHSA.

23 So, out of the 11,002 beds that were last reported
24 under the Alliance Settlement Agreement, can you give us an
25 idea of what number of beds that make up -- that are part of

IV-264

1 that 11,002 beds where the -- where that data comes from
2 LAHSA where LAHSA alone owns or controls the data? Is --
3 and forgive me if that's a terrible question, and if you
4 don't know what I'm saying, I'll -- I'll try another one.

5 MS. MITCHELL: Objection. Vague. Ambiguous.
6 Compound. Terrible question.

7 THE COURT: Do you understand the question? Do
8 you understand the question?

9 THE WITNESS: I understand the question.

10 THE COURT: All right. You can answer it.
11 Overruled.

12 THE WITNESS: Okay. It -- it -- I don't -- I
13 don't believe that any of the -- I don't believe that any of
14 the beds that we are -- that we are reporting as -- as open
15 and occupiable are entirely within -- within LAHSA's
16 purview, particularly because the majority of those beds --
17 of those -- of the 6700 beds that are open in our reports,
18 the majority of those are -- are permanent housing. About
19 5,000 are permanent housing. And -- or permanent housing or
20 housing that the city owns. So, we have our permanent
21 housing program more than 3,000 units is principally with
22 Proposition HHH that's run out of the Housing Department.
23 It also -- we also deal with the Housing Authority, which is
24 a City Department. Any of -- any and all Inside Safe hotels
25 and motels are contracted directly with the City. We have

IV-265

1 -- we have oversight, and we have multiple -- we have
2 multiple ways to -- to verify that the units that we're
3 reporting as open are indeed -- they do exist and -- and
4 they are open.

5 But I would -- I would also say that even -- even if we
6 did have to rely and did rely on our -- on an exclusively --
7 on a program exclusively managed by LAHSA for the data, that
8 would absolutely be consistent with the terms of the
9 settlement. The settlement explicitly calls out a wide
10 range of -- of housing resources, of -- of housing
11 interventions, many of -- some of which are programs that at
12 the time of the agreement were known to be run by LAHSA,
13 like -- like the Rapid Rehousing Program, the Time Limited
14 Subsidy Program. And -- and those interventions are
15 explicitly called out as eligible to count in as -- as part
16 of our required number, and it was known at the time of the
17 settlement agreement that those were LAHSA programs. We
18 haven't included them yet. We may in the future, but it
19 certainly would be allowed, and the -- and the Plaintiffs
20 would have understood that when they agreed.

21 Q And when you say the "agreement", are you talking about
22 the Alliance Settlement Agreement?

23 A Correct.

24 Q Can I pause with you for a second something you just
25 said, "We haven't been counting them thus far." But you --

IV-266

1 you could at some point. Is it -- I just want to make sure
2 that I understood that. Is that -- was that what you said?

3 Q Correct. We -- we haven't been counting -- we haven't
4 been counting any time limited subsidies, which is a program
5 that is run through LAHSA, funded by the City, but run --
6 run through LAHSA as part of our required number. I do -- I
7 do want to be clear about what I said about solely run
8 programs because, as we discussed earlier today, a portion
9 of the programs that we -- a portion of the beds that we
10 reported were master leased units. LAHSA does run the
11 Master Leading Program through a service provider, but that
12 is also part of the Inside Safe Program. So, we have
13 multiple ways to -- to verify even outside of LAHSA. But,
14 again, even if we -- even if we had to rely on LAHSA, that
15 would certainly be allowed, and I do expect that we will
16 include time limited subsidies as part of -- as part of our
17 final 12,915.

18 Q Let's explore this concept that you talked about of not
19 counting something but then maybe later counting it. Do you
20 recall an exchange with Plaintiffs' counsel about new
21 counting as it pertains to Inside Safe beds, for example,
22 towards the bed count under the Alliance Settlement
23 Agreement?

24 A I do. I believe that was a term that Plaintiffs'
25 counsel used.

IV-267

1 Q Now, when you take a number of beds and then add to
2 that existing number of beds that you previously didn't
3 count, do you call that new counting or do you just call
4 that addition?

5 MS. MITCHELL: Objection. Leading.

6 MR. MCRAE: Withdrawn.

7 BY MR. MCRAE:

8 Q What do you call when you -- what do you call it when
9 you have a number of existing beds and you have beds that
10 may have been eligible to be counted but you didn't count
11 them, for reasons we'll get into, but then you later add
12 those beds? Do you call that new counting?

13 A That's not at all new counting. It was counting
14 consistent with the -- the terms of the agreement, and we
15 made an assessment based on the progression and maturity of
16 that particular program that those beds were -- that it was
17 appropriate to count those beds.

18 Q Sir, let's turn to Exhibit 25 and put that up on the
19 screen, which is the Alliance Settlement Agreement that
20 you've been talking about.

21 So, as the lead negotiator for the City in connection
22 with the settlement agreement, did you at any time negotiate
23 a provision that would have taken away the City's discretion
24 of when it decided to count a bed towards its obligations
25 under this agreement?

IV-268

1 A No, not -- not at all.

2 Q Why not?

3 A Well, I didn't do that and would never have done that.

4 It was critical -- a critical bargaining position for the

5 City in reaching the settlement was -- you know, a number of

6 them, but one was to maintain -- maintain maximum

7 flexibility. We did not want to pigeonhole the City or

8 force the City into making policy decisions that it wasn't

9 prepared to make or that may be inconsistent with the --

10 with the policy priorities of the Mayor and the Council. We

11 also wanted maximum flexibility on the timing of when the

12 beds would need to come online due to the nature of homeless

13 housing, particularly due to the nature of permanent housing

14 which requires multiple sources of funding and -- and

15 oftentimes things can fall through. And, so, we -- we

16 wanted to account for both flexibility in -- in the mix of

17 permanent housing or interim housing and the ultimate

18 timeline. What we wanted, what we were willing and what we

19 did commit to was a -- an obligation to establish a certain

20 number of units over a five-year period with flexibility as

21 to when those would be stood up and the types of housing

22 that would be stood up.

23 Q And, sir, let me -- let me go to section -- I think

24 it's 3.2. If we could go to section 3.2 of Exhibit 25.

25 Does this paragraph, section 3.2 of Exhibit 25, have any

IV-269

1 relationship to the retention of discretion that you were
2 just describing?

3 A Certainly. And I think it -- it conveys that -- that
4 position that we were -- that we were bargaining for. It
5 outlines broad discretion. In fact, it says sole
6 discretion, any housing or -- or shelter solution, including
7 but not limited to. So, even the long list here wouldn't be
8 complete or exclusive. And it lists a number -- a number of
9 options including, as I said earlier, programs that were at
10 the time of this agreement known to be operated out of
11 LAHSA. So, it -- it was -- it achieved what the City was
12 looking for, to give the City maximum flexibility to -- to
13 get the units established as a -- as it saw fit.

14 Q Sir, let me -- let me ask you another question here
15 since we're in section 3.2. A little earlier you were
16 talking about flexibility in terms of the source of funding
17 for the homes -- or, excuse me, the beds towards the bed
18 count obligation. Is the language we're seeing at lines 14
19 through 17 of section 3.2 of Exhibit 25 speak to that?

20 A It certainly does.

21 Q And -- and, since we're here, do you recall your
22 exchange with counsel for the Intervenor and perhaps
23 counsel for the Plaintiffs about whether the City could take
24 credit for a bed that was not 100 percent or whatever
25 percent funded out of the City's general funds? Do you

IV-270

1 recall that?

2 A I do recall that.

3 Q Did you at any time commit the City to fulfilling its
4 bed count obligations under the Alliance Settlement
5 Agreement solely out of City funds?

6 A I didn't, and -- and I -- under no circumstances would
7 I have agreed to that as --

8 Q Why?

9 A -- the negotiator or recommended it to Council.
10 Principally because of the -- of the nature of -- of
11 funding. First of all, these -- housing is -- is expensive,
12 and we appropriately rely on varying sources of funds,
13 including from the State and Federal Government, to -- to
14 provide housing, and the -- the very best example, again,
15 going back to our permanent supportive housing program,
16 there's been -- there's been a lot of discussion which is a
17 separate discussion about how much permanent housing costs,
18 but the City's program, no matter what the actual number,
19 the -- the per door number is, the City's program that the
20 voters voted to tax themselves to give the City bonding
21 authority \$1.2 billion to provide 10,000 units of permanent
22 supportive housing.

23 Our -- our contribution to each of those units is about
24 -- on average about \$150,000. We've acquired a developer to
25 go out and procured -- and secure the remaining funding to

IV-271

1 make the project work. So, we're using \$150,000 per door of
2 tax -- of City tax dollars and -- and then there is a stack
3 of funding to make -- to make the project work. So, under
4 no circumstances would we have even contemplated for a
5 moment an obligation that the City would have to cover the
6 entire cost of the entire housing unit in order for it to
7 qualify.

8 Q And as the lead negotiator for the City in connection
9 with the Alliance Settlement Agreement, did you negotiate
10 any limitations on the source of funds for beds in order for
11 the City to be deemed -- to be creating those beds?

12 A We did not, and we would not have agreed to that.

13 Q As the lead negotiator for the City in connection with
14 Exhibit 25, the Alliance Settlement Agreement, did you
15 commit the City to limit the source of funds or the City to
16 be deemed responsible for the beds being created under the
17 Alliance Settlement Agreement?

18 A We did not.

19 Q And, as the lead negotiator for the City of Los Angeles
20 in connection with Exhibit 25, which is the Alliance
21 Settlement Agreement, did you limit the source of funds for
22 beds for them to be counted towards the City's obligations
23 under the Alliance Settlement Agreement?

24 A We did not.

25 Q Sir, let's take a look at section 3.1 of Exhibit 25.

IV-272

1 Now, section 3.1 says in the first dependent clause:

2 "The City agrees to create a required
3 number of housing or shelter solutions
4 which is equal to but (in the City's
5 discretion) may be greater than."

6 And -- and the rest of the sentence. I want to focus
7 on "create". You were the lead negotiator for the City in
8 connection with this agreement. Is the term "create"
9 defined in this settlement agreement?

10 A It is not.

11 Q Okay. Is the word "provide" defined in Exhibit 25?

12 A It is not.

13 Q Is the word "responsible" defined in Exhibit 25?

14 A It is not.

15 Q Now, do you recall the colloquy that you had with
16 counsel for the Intervenors, apparently -- or intermittently
17 with the word "newly created" for beds? Do you recall the
18 terms "newly created"?

19 MS. MITCHELL: Objection. Misstates the question.

20 MR. MCRAE: Well, it's my question. So, I don't
21 know how I could misstate my own question, but --

22 THE COURT: Restate the question.

23 BY MR. MCRAE:

24 Q Do you recall counsel for the Intervenors referring to
25 newly created beds?

IV-273

1 MS. MITCHELL: Objection. Misstates the record.

2 MR. MCRAE: Well, the record speaks for itself.

3 THE COURT: I don't recall, but I'll overrule the
4 objection. So, you can answer if you recall that.

5 THE WITNESS: It was a long period of time. I --
6 it's very possible I guess.

7 BY MR. MCRAE:

8 Q Okay. Well, let's -- let me just ask you this
9 question. As far as the beds that are part of the City's
10 obligation under the Alliance Settlement Agreement, did you
11 negotiate any provision under that agreement that required
12 that the beds be created only after the settlement
13 agreement?

14 THE COURT: Referring to the LA Alliance
15 Agreement?

16 MR. MCRAE: Yes.

17 THE COURT: Thank you.

18 MR. MCRAE: And I mean -- and thank you, your
19 Honor. And I mean -- in fact, I'm going to try that
20 question again. Thank you.

21 BY MR. MCRAE:

22 Q Did you commit the City as lead negotiator under
23 Exhibit 25, which is the Alliance Settlement Agreement, to
24 create newly created beds?

25 A From -- no. Newly created beds, so, if we're talking

IV-274

1 about, for example -- there's nothing -- nothing in the
2 agreement or nothing that we would have agreed to that would
3 limit the City or require the City to construct from the
4 ground up 12,915 beds, even -- again, the -- the range of
5 options would allow for master leasing, for example. You
6 would not assume that all master leased units would be in
7 units that were created after June 14th of 2022. But if we
8 were to secure units in an apartment building master leased,
9 if we were to purchase -- for example, many of the units
10 that we have -- that are -- that we are reporting were
11 purchased through -- with a State match in the Project Home
12 Key Program. A number of hotels that we've purchased and
13 converted to permanent housing, those -- those hotels
14 certainly existed prior to the settlement agreement, but
15 they're -- they're clearly in our view compliant because
16 they were secured by the City to provide housing for
17 homeless individuals after the -- after the settlement was
18 agreed to.

19 Q Sir --

20 A I want to -- I want to restate that just briefly, if I
21 could.

22 Q Sure. Of course.

23 A That there are units that were -- became open and
24 occupiable after the -- after the settlement was agreed to.

25 Q And was there anything in your agreement that you

IV-275

1 helped negotiate on behalf of the City that would preclude
2 the City under Exhibit 25, which is the Alliance Settlement
3 Agreement, from purchasing a hotel in order to have beds to
4 count towards its bed count obligations under that
5 agreement?

6 A No, there's nothing in that -- in the agreement that
7 would prohibit that.

8 Q Now, I want to go back to this discussion we were
9 having about having eligible beds, not counting them for
10 some time, and then counting them later, and I want to
11 specifically talk to you about the In (sic) Safe beds. Do
12 you recall having a discussion with counsel for the
13 Intervenor and Plaintiffs where certain structures were
14 open, let's say in 2023, but not counted towards the bed
15 count until later -- let's talk about the In Safe beds in
16 particular. Why would the City have beds that were open
17 under the In Safe Bed Program a year or two earlier and not
18 simply count them towards the bed count obligation until
19 later?

20 A So, the -- the program was -- has -- has evolved fairly
21 significantly since its inception, and just in terms of --
22 of the timeline, Mayor Bass was elected and took office in
23 December of -- of 2022. First day in office, declared a
24 state of emergency on homelessness and then began to
25 initiate activity consistent with that state of emergency,

IV-276

1 including the Inside Safe Program. At the time and when the
2 -- in the first several months of -- of Inside Safe, the
3 motels were secured on a very temporary basis based on where
4 the operations were -- were going to be held. We did not
5 even have contracts for the hotels. We just had authority
6 for expenditure, and we -- and we just paid the -- the hotel
7 on an invoice basis for the first -- for the first several
8 months. We did not even have contracts for -- for the --
9 the motels until several months later, in which we started
10 to engage in booking agreements.

11 Booking agreements, as I described earlier, is -- are
12 contracts where we have the right to fill the available
13 rooms in -- in the hotel or motel. But as the program has
14 become -- has matured, has become more institutionalized in
15 the City, we're now in the third year of the program, it's
16 clear that this is -- this is -- this is going to be some
17 kind of an ongoing effort, and the nature of the agreements
18 that we have, the contracts that we have with the motels
19 give us certainty that -- that the motels that we have under
20 contract now will be under contract next month and next
21 month and next and the month after that, whereas it was
22 really kind of a month-to-month situation when the -- when
23 the program first started. So, it would be very difficult
24 for us to reliably report those beds. Even though they were
25 beds that were created after June of 2022 for the purposes

IV-277

1 of housing homeless individuals, it would have been very
2 difficult to report given the variation and fluctuation of
3 that housing stock.

4 We now have a much more stable stock of hotel and motel
5 rooms for the program. Some -- not all of them are under
6 contract through -- through 2027. Some of them are. But
7 those that are under contract for a year or two, we
8 certainly are counting. I have no -- I cannot guarantee
9 that those rooms will not be in service in 2027. They may
10 be. They may not be. But if -- if some of them come
11 offline, we would replace them consistent with our
12 obligations in the settlement agreement.

13 Q Let me -- let me ask you a question about that. When
14 you were negotiating the settlement agreement, Exhibit 25,
15 with the Alliance, did you commit the City that in order for
16 a bed to count towards this 12,915 beds, that the contract
17 securing that bed had to make it continuously open from the
18 time that the agreement was executed until 2027 June 15th in
19 order for the bed to count?

20 A No, certainly not. And that would be -- and that would
21 be inconsistent with the terms of the settlement because the
22 obligation is to have the \$12,915 beds open and occupiable
23 by June of 2027. There -- there were no interim deadlines
24 or interim requirements for a certain number of beds to be
25 open. So, much like -- and I don't want to conflate the

IV-278

1 two, but much like with the Roadmap, the -- the flexibility
2 in -- in the agreement as certainly was negotiated from the
3 City's side, would allow us to add beds and then possibly,
4 you know, take them out of service, add beds and count them,
5 but if for some reason they -- they had to come out of
6 service, we certainly would have an obligation to replace
7 them in order to meet the number, that the number needed to
8 be 12,915 beds created after -- after June of 2022, and we
9 -- we will meet that obligation whether the Inside Safe beds
10 that -- whether all of the Inside Safe beds that we're
11 currently reporting are all continued or not. If they're
12 not continued, we'll replace them.

13 Q Why do you -- why do you say that? With what
14 confidence that even if the Inside Safe beds are not
15 available and in use, the ones that are being counted now in
16 reports, that confidence that the City would, nonetheless
17 meet the 12,915 count by June 15th, 2027?

18 A There is a complete commitment by the leadership and
19 every member -- I would say every member of the City
20 Council, to meet our obligations under this settlement
21 agreement and certainly the commitment from the Mayor. As
22 it relates to -- to Inside Safe, the -- the conversation has
23 largely been around continually looking for sustainable
24 housing interventions, potentially more sustainable than
25 hotel and motel rooms, and -- and, so, I think the -- the --

IV-279

1 the commitment has been for the past several years, number
2 one, to keep the beds open that we have open to the greatest
3 extent possible. That may be difficult, and I'm -- well,
4 I'm just going to say it, to keep the beds open to the
5 greatest extent possible, even in -- in the face of severe
6 financial headwinds.

7 And -- and as we proceed over the next -- over the next
8 two years, you know, the gap is 1900 -- 1900 beds. Again,
9 we -- we were able to stand up many more than that in the
10 Roadmap Agreement. The -- the commitment is there from the
11 City Council and the Mayor and the funding as well. So, I'm
12 completely confident that whether there -- whether we stick
13 with the same Inside Safe beds that we're reporting now,
14 that -- that we'll meet the 12,915.

15 Q So, sir, under -- and why don't we put Exhibit 25, the
16 settlement agreement, back up. Under this Alliance
17 Settlement Agreement, which is Exhibit 25, is there any
18 provision that states how long a bed must be open in order
19 for that bed to count towards the 12,915 bed count?

20 A No. There's -- there's no provision in the -- in the
21 agreement related to that.

22 Q Is there any provision in the agreement that dictates
23 when the City has to count an eligible bed as part of its
24 quarterly reporting of the -- towards the 12,915 bed count?

25 A There's no provision that -- that dictates that.

IV-280

1 MR. MCRAE: And let's go to the -- well, this is 6
2 of 28. The inter-pagination at the bottom is page one.
3 Let's go to page two of these recitals and ask you a
4 question about lines 10 through 15 of page two of this --
5 your Honor, I've been told, by the way, this happens not
6 because our technician is making it disappear. Sometimes
7 the screen just goes black.

8 BY MR. MCRAE:

9 Q So, we're at lines 10 to 15, and there was discussion
10 about this language. I want to talk to you about this. At
11 least as far as you were concerned, as a lead -- as the lead
12 negotiator for the City of Los Angeles and negotiating this
13 settlement agreement, was it of any significance that this
14 language that we're looking at about substantially
15 increasing the number of housing and shelter opportunities
16 in the City of Los Angeles and achieving a substantial and
17 meaningful reduction in unsheltered homelessness in the City
18 of Los Angeles was included in the recital portion of this
19 agreement as opposed to the terms portion of this agreement?

20 A Yes. The -- the reason -- although this is -- this is
21 a concept that certainly I can represent that the Mayor and
22 the City Council believe in and are working towards every
23 day, one of the important principles of the City's position
24 on -- as it relates to our obligations in the settlement
25 was, to the greatest extent possible, keep the obligations

IV-281

1 within the purview of what the City could reasonably
2 achieve, and the -- the broader concept and the broader
3 effort that is really -- when we're talking about the -- the
4 solution to unsheltered homelessness inherently requires
5 multiple agencies, principally the County, to -- to be
6 involved.

7 And, so, when we're talking about the entire process
8 from moving someone from unsheltered homelessness to
9 permanent housing, that's something that the City can't do
10 on its own by itself, and we need our partners. And -- and
11 as it relates to a settlement agreement, it was appropriate
12 that the City would only commit to that which it can control
13 as the City itself unilaterally. We can -- we can create
14 beds. We can build -- cause housing to be built. But the
15 entire -- but that is one piece of what has been described
16 as the homelessness response system. We don't control it
17 unilaterally. So, the -- the commitments in the agreement
18 are -- are consistent with what the City is reasonably able
19 to execute on its own.

20 Q And, sir, let me ask you, if the City had -- if the
21 negotiation of this settlement agreement had ended with just
22 this paragraph, with the notion of substantially increasing
23 the number of housing and shelter opportunities and
24 achieving a substantial and meaningful reduction in
25 unsheltered homelessness, would you have understood

IV-282

1 precisely what the City's obligations were?

2 MS. MITCHELL: Objection. Vague. Ambiguous.
3 Improper hypothetical.

4 THE COURT: You can cast your opinion about that.
5 Overruled.

6 THE WITNESS: The -- the recital in lines 10
7 through 15, it's -- it's entirely -- these are subjective
8 standards. Substantial and meaningful can mean a different
9 -- that's a different standard, one person versus -- versus
10 another. We wouldn't, of course, agree to a substantial and
11 meaningful standard to meet. We wanted to -- numbers to
12 meet an objective standard.

13 BY MR. MCRAE:

14 Q And without a number in terms of bed count or
15 encampment reduction, without an actual quantifiable number,
16 would you even know what the target obligation was if the
17 language were that the obligation is to substantially
18 increase the number of housing and shelter opportunities?

19 A No, we would not. We would not know.

20 Q Now, you were played some audio recordings in court
21 yesterday. Do you recall that?

22 A I do.

23 Q And --

24 THE COURT: Just a moment. Can I please with both
25 counsel, there were two audios played during these

IV-283

1 proceedings. I need both of them marked for my record.

2 MR. MCRAE: Yes.

3 THE COURT: They were played at different times,
4 and I want to divulge to all counsel, you know that I also
5 act as a monitor on an LA Alliance case. So, I've already
6 heard the Mayor's address.

7 MR. MCRAE: Okay.

8 THE COURT: In other words, yesterday, the
9 objection was that a portion of it was played.

10 MR. MCRAE: Oh.

11 THE COURT: I want to divulge to both of you that
12 when the mayor gave the State of the City's address, I
13 already heard that pursuant to the monitoring before we got
14 involved in the hearing. So, I -- I've heard the entire
15 tape.

16 MR. MCRAE: Thank you, your Honor.

17 THE COURT: And you -- you'd requested that entire
18 tape.

19 MR. MCRAE: Yeah. I appreciate that because I
20 didn't know that, and I -- I didn't know what -- well, thank
21 you.

22 THE COURT: No. I'm just disclosing to you the --

23 MR. MCRAE: Thank you.

24 THE COURT: In fact, I've listened to a number of
25 Council meetings and Homeless Committee meetings in the

1 past --

2 MR. MCRAE: Thank you.

3 THE COURT: -- as part of my monitoring duties and
4 through the Special Master also.

5 So, here's a couple of things I will need marked
6 just over the weekend for you. First, I need you to mark
7 the letter that came about homeless service data problems
8 that you sought to introduce. I didn't receive that, but
9 that was a newspaper or an article from LA I believe or --
10 or one of you.

11 MR. MCRAE: That was I believe with Mr. --

12 THE COURT: No, no. I'm just going to give you --
13 it doesn't matter. Just here's our weekend homework. Okay.

14 Number two, there was a matter raised with LAist
15 with (indiscernible). I need that marked. You referred to
16 that also. I need both of the audio tapes played and
17 marked, and one of those is the tape I think you're about to
18 play or refer to.

19 MR. MCRAE: Yeah, I was going to refer to it, your
20 Honor. Would you prefer --

21 THE COURT: No, I'm going to mark them, just
22 receive that. Okay.

23 MS. MITCHELL: Well, I think I already have, your
24 Honor. And that's what I want to -- if I didn't, I
25 certainly intended to. We already have it --

IV-285

1 THE COURT: You played a part of it. Counsel
2 objected that we hadn't heard the whole part. I expected
3 this to come up in the redirect -- or re -- cross
4 examination. So --

5 MS. MITCHELL: I just wanted to provide the
6 exhibit numbers. I think we --

7 THE COURT: No, no. We'll do that later. That's
8 homework.

9 MS. MITCHELL: Okay. Sure.

10 THE COURT: Gentleman's on the stand. We're
11 taking time.

12 Your question?

13 MR. MCRAE: Yes, your Honor.

14 BY MS. MYERS:

15 Q Mr. Szabo, you heard, I believe the Court is correct,
16 two recordings yesterday or portions of them. Do you recall
17 that?

18 A I do.

19 Q Referring to both of those recordings, did you hear
20 anything in those recordings that would cause you to change
21 the numbers reported by the City as far as its bed count
22 obligation under the Alliance Settlement Agreement, which is
23 Exhibit 25?

24 A No, nothing at all.

25 Q Did you hear anything in those recordings that would

IV-286

1 prompt you to change the reported numbers for the City's
2 encampment reductions under the Alliance Settlement
3 Agreement, which is Exhibit 25?

4 A No.

5 Q Did you hear anything in those recordings that would
6 cause you to have any doubt as to the City's compliance with
7 its obligations under the Alliance Settlement Agreement?

8 A No, not at all.

9 Q Or its compliance under the Roadmap Agreement with the
10 County of Los Angeles?

11 A No.

12 Q Or with the City's ability to, as of June 15th, 2027,
13 be in compliance with its obligations relative to bed counts
14 under the Alliance Settlement Agreement?

15 A No.

16 Q Or with the ability or the -- or the -- or the City
17 meeting its encampment reduction obligations under the
18 Alliance Settlement Agreement in 2026?

19 A No.

20 Q Sir, does the Alliance Settlement Agreement define --
21 let me rephrase this. Relative to an encampment reduction,
22 under the Alliance Settlement Agreement, does the Alliance
23 Settlement Agreement dictate a duration for how long the
24 person who was the subject of the encampment reduction is
25 off the street in order for that encampment reduction to

IV-287

1 count towards the City's obligations under the Alliance
2 Settlement Agreement?

3 MS. MITCHELL: Objection. Calls for a legal
4 conclusion.

5 THE COURT: Overrule. You can answer the
6 question.

7 THE WITNESS: No. It only -- it only obligates
8 the City to provide a -- a plan for an encampment engagement
9 cleaning and reduction.

10 BY MR. MCRAE:

11 Q And -- and, again, I'll make this clear, again. I'm
12 asking you your understanding in the congruence of your
13 capacity as a lead negotiator for the City on behalf of the
14 City of Los Angeles in connection with the Alliance
15 Settlement Agreement. Is that understood?

16 A Yes.

17 Q Thank you. Uh --

18 THE COURT: I'm sorry. Counsel, would you state
19 that again, please?

20 MR. MCRAE: Yes.

21 THE COURT: A little slower.

22 BY MS. MYERS:

23 Q I am asking you your understanding and about the
24 Alliance Settlement Agreement in your capacity as the lead
25 negotiator -- or, excuse me -- based on your understanding

IV-288

1 as the lead negotiator for the City of Los -- let me start
2 over.

3 I am asking you for your understandings based on your
4 role as the lead negotiator for the City of Los Angeles in
5 connection with the Alliance Settlement Agreement and the
6 County MOU. Do you understand that?

7 MS. MITCHELL: Objection. Calls for a legal
8 conclusion and also lacks foundation. And, frankly,
9 relevance.

10 BY MS. MYERS:

11 Q Do you understand?

12 THE COURT: Just a moment.

13 (Pause.)

14 THE COURT: So, then you're not acting as the
15 spokesperson for the City or the central authority? He's
16 only answering this as the negotiator?

17 MR. MCRAE: I wasn't -- I wasn't parsing it that
18 way.

19 THE COURT: I just want to make certain --

20 MR. MCRAE: Yeah, I wasn't --

21 THE COURT: -- if we have a central authority
22 here, what capacity he's acting in. That has a lot to do
23 eventually with the doctrine that we're going to struggle
24 with.

25 MR. MCRAE: Right. No, I understand.

IV-289

1 THE COURT: Okay. Ask your question.

2 MR. MCRAE: Well, no, no, no. In order to do
3 that, your Honor, we've been going about an hour, would it
4 be okay if I conferred with my team and --

5 THE COURT: Absolutely.

6 MR. MCRAE: Thank you.

7 THE COURT: Absolutely. In fact, you'll the time
8 that's --

9 MR. MCRAE: Yes.

10 THE COURT: -- comfortable for the --

11 MR. MCRAE: Okay. Great. I mean, can we do 10
12 minutes now?

13 THE COURT: Absolutely.

14 MR. MCRAE: Thank you, your Honor.

15 THE COURT: Why don't you step down. And, by the
16 way, I've given the witness permission to talk to anybody,
17 including the counsel that represent him. Okay?

18 MR. MCRAE: Thank you, your Honor.

19 THE COURT: Thank you very much.

20 (Proceedings recessed briefly.)

21 THE COURT: And we're back on the record. Counsel
22 are present, and we're back in session, and we're also on
23 CourtSmart.

24 And, Counsel, have you had enough time to discuss
25 this matter?

IV-290

1 MR. MCRAE: Yes, your Honor.

2 THE COURT: Thank you very much.

3 MR. MCRAE: Thank you.

4 THE COURT: And would you like to continue,
5 please?

6 MR. MCRAE: Yes, your Honor.

7 BY MR. MCRAE:

8 Q Mr. Szabo, over the last couple of days, you've been
9 testifying about the City of Los Angeles compliance under
10 the Alliance Settlement Agreement and the MOU with the
11 County, right?

12 A Correct.

13 Q And, with respect to all of your testimony about the
14 City's compliance under those two agreements, have you been
15 testifying in your capacity as the CAO?

16 A I have, yes.

17 Q And in your capacity as the CAO, are you the person
18 most knowledgeable about the City's compliance under the
19 Alliance Settlement Agreement?

20 A Yes.

21 Q And under the Roadmap Agreement that the County of Los
22 Angeles and the City have?

23 A Yes.

24 Q And I've also been asking you questions today about the
25 -- the -- your role as lead negotiator in negotiating the

IV-291

1 Alliance Settlement Agreement on behalf of the City. Do you
2 recall that?

3 A Yes.

4 Q And also your role as lead negotiator for the City in
5 connection with the Roadmap Agreement that the City of Los
6 Angeles has with the County of Los Angeles, is that right?

7 A Yes.

8 Q And when you were negotiating those agreements, the
9 Alliance Settlement Agreement and the Roadmap Agreement, you
10 were negotiating on behalf of the City of Los Angeles,
11 right?

12 A Correct.

13 Q Now, if I were to ask you all the questions that I've
14 asked you about the understanding that you have about the
15 Alliance Settlement Agreement and the County Roadmap MOU
16 Agreement, when I was asking you those questions in your
17 capacity as the lead negotiator for the City, would your
18 answer to any of those questions have changed if you were
19 answering them in your capacity as the CAO?

20 A Not at all.

21 Q Okay. Thank you. So, let's go back to Exhibit 25, and
22 I want to go to paragraph 18 of Exhibit 25. Mr. Szabo,
23 directing your attention to paragraph 18 of Exhibit 25,
24 which is the Alliance Settlement Agreement, the language
25 that says in lines two through this:

IV-292

1 "This agreement constitutes the entire
2 agreement between Plaintiffs and the
3 City regarding the subject matter
4 discussed hereof and supersedes any and
5 all other agreements, understandings,
6 negotiations or discussions either oral
7 or in writing, express or implied
8 between or among the parties relating to
9 the subject matter hereof."

10 Did you also participate in the negotiation of this
11 language?

12 A Yes.

13 Q And directing your attention to the last three lines of
14 section 18 of Exhibit 25, reading:

15 "Any alteration change or modification
16 of or to this agreement shall be made by
17 written instrument executed by each
18 party hereto in order to become
19 effective."

20 Did you also participate in the negotiation of that
21 language?

22 A Yes.

23 Q And was it important as you were negotiating this
24 agreement, to have this language on behalf of the City?

25 A Yes, extremely important.

IV-293

1 Q Why?

2 A Because the nature of -- the nature of this case that
3 became -- that was resolved with the settlement had wide
4 ranging discussions, multiple discussions in closed session.
5 Our negotiations were wide -- again, wide ranging, and it
6 covered a number of areas and possibilities before we
7 settled on -- on these particular terms. And, of course,
8 I'm not going to go into any of that, but these were the
9 terms that we agreed to, and it was important because
10 multiple conversations had been had with multiple elected
11 officials that -- that represent the City over the course of
12 the time that -- that this -- between the time that the
13 lawsuit was filed and the resolution in the settlement. It
14 was important that it was clear that -- that these were the
15 terms and these were the only terms that the City was
16 agreeing to.

17 Q And, sir, let me -- let me ask you do you recall having
18 a discussion with counsel for the Plaintiffs and counsel for
19 the Intervenor about encampment reductions?

20 A Regarding encampment reductions?

21 Q Yes.

22 A I do. We've had multiple conversations.

23 Q And -- and I mean in court, in other words, during your
24 examination, when you were questioned about that?

25 A Yes, of course.

IV-294

1 Q And looking at Exhibit 25, which is the Alliance
2 Settlement Agreement, are you aware of any language in that
3 agreement that says that a encampment reduction that happens
4 as a result of Care Plus activity cannot be counted towards
5 an encampment reduction under the Alliance Settlement
6 Agreement?

7 A No, not at all.

8 Q Would you have ever negotiated as part of this
9 agreement that the City would not be able to count a Care
10 Plus reduction of an encampment as an encampment reduction
11 under this agreement?

12 A No, not -- not at all.

13 Q Why not?

14 A This -- this agreement was limited to obligating the
15 City to create housing. Obligations or regulations of how
16 the City addresses encampments was not -- was not -- is not
17 part of a settlement. It wasn't part of a settlement. It
18 was not -- not agreed to in any way other than our -- you
19 know, the -- the item or the provision that requires the --
20 the milestones. But we did not agree to anything that would
21 regulate, limit or require the City to do anything relating
22 to -- to encampments.

23 Q And, just so that we're clear, do you see anything in
24 Exhibit 25 that says that the label -- let me rephrase. Do
25 we -- do you see anything in Exhibit 25 that says that the

IV-295

1 name by which an encampment reduction is called will
2 determine whether it can be counted as an encampment
3 reduction?

4 A No, there's nothing in there that addresses that.

5 Q Now, you were asked yesterday about budget cuts that
6 the City of Los Angeles has been facing. Do you recall
7 that?

8 A I do.

9 Q And is there anything about those budget cuts that
10 causes you to believe that the City of Los Angeles will fail
11 to comply with its obligations under the Alliance Settlement
12 Agreement?

13 A No. No, even though the budget cuts are -- were
14 severe, I -- I think the budget -- this year's budget in
15 particular is a clear and convincing sign of the City's
16 commitment to investing in homelessness solutions. There
17 were -- there were severe cuts that were taken in very high
18 priority departments. But even in the midst of that,
19 Council continued its commitment with more than \$300 million
20 of the City's general fund towards our -- our homelessness
21 efforts.

22 Q Sir, does the City of Los Angeles under the Alliance
23 Settlement Agreement, have options to choose from in terms
24 of the type of beds it will provide in order to satisfy its
25 obligations of bed count under that agreement?

IV-296

1 A The City -- the City retained broad discretion.

2 Q So, let me -- let me -- terms that have been used in
3 the court here, interim housing, do you recall that being
4 discussed here?

5 A Yes.

6 Q Permanent housing, do you recall that?

7 A Yes.

8 Q By the way -- by the way, are there other terms in
9 connection with the sorts of beds that are the constituent
10 elements of the bed count that the City reports on beyond
11 permanent or interim? Are there other sorts of beds that go
12 into that mix of information that's reported?

13 A Those are the -- those are the two principal
14 essentially umbrellas. There are different types of
15 permanent housing and different types of interim housing,
16 but generally the housing intervention -- housing
17 interventions and housing solutions are categorized as
18 either permanent or interim.

19 Q As -- did you want to commit the City under the
20 Alliance Settlement Agreement to have to use the cheapest
21 and quickest bed solution in order to comply with the
22 Alliance Settlement Agreement?

23 MS. MITCHELL: Objection. Mr. Szabo's wants I
24 think is -- are irrelevant here.

25 THE COURT: Overruled. You can answer the

IV-297

1 question.

2 THE WITNESS: No. That was flexibility in the --
3 in the type of housing and the manner in which that housing
4 was provided. How much the City paid for it was an
5 important -- an important bargaining position that I
6 insisted upon at the direction of the City, the Mayor and
7 the Council.

8 BY MR. MCRAE:

9 Q So, for critics who say that permanent housing
10 solutions cost more money and take longer, do you take those
11 criticisms to mean that the City doesn't have discretion to
12 pursue that policy towards satisfying its obligations if it
13 wants to under the Alliance Agreement?

14 MS. MITCHELL: Objection. Calls for a legal
15 conclusion.

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

18 THE WITNESS: No, not at all. And -- and, just to
19 -- to emphasize that point, we certainly would not have even
20 been at liberty to agree to anything of the sort because it
21 was the voters who decided in 2016 to invest in permanent
22 housing, and a settlement agreement was not going to -- at
23 least as far as I was concerned and as far as the City
24 Council was concerned, as the City Council and the Mayor
25 were concerned, overturn the will of the voters.

IV-298

1 THE COURT: Just a moment. I think that's what
2 we've been trying to avoid are those kinds of conversations
3 that you may have had with the Mayor or the City Attorney.
4 That would have been Feuer at the time, wouldn't it?

5 THE WITNESS: Uh --

6 THE COURT: Whatever. I don't --

7 THE WITNESS: Yes, yes.

8 MR. MCRAE: Just so that we're clear --

9 THE COURT: I don't -- I don't want to open up
10 that door, Counsel.

11 MR. MCRAE: Okay.

12 THE COURT: You seem to be opening that door right
13 now about those kinds of conversations. I may be wrong
14 about that, but I want to be cautious and coequal.

15 MR. MCRAE: Very well, your Honor.

16 THE COURT: Okay.

17 MR. MCRAE: I'll move on.

18 THE COURT: All right.

19 MR. MCRAE: Thank you.

20 THE COURT: If you want to inquire, but I don't
21 know if that door is open or not. I'm trying to stay away
22 from conversations until we make some --

23 THE WITNESS: Can I actually clarify that, maybe?

24 MR. MCRAE: By all means.

25 THE WITNESS: It's -- it's just that the -- the

IV-299

1 actions, the City took action to put -- to place before the
2 voters an initiative to build --

3 THE COURT: HHH?

4 THE WITNESS: HHH, correct. And, so -- and, so,
5 in my capacity in representing prior actions of the City, I
6 wouldn't agree to anything that would in any way limit our
7 ability to implement the -- the voter approved initiative.

8 THE COURT: And the Mayor I'm assuming at that
9 time would have been Garcetti?

10 THE WITNESS: Correct.

11 THE COURT: Not Bass obviously.

12 THE WITNESS: Correct.

13 THE COURT: All right. Thank you.

14 BY MR. MCRAE:

15 Q And -- and you were here when I want to say Elizabeth
16 Funk -- I believe that was the witness's name who testified
17 as the CO of --

18 THE COURT: Counsel, we've got about at the most
19 five more minutes, and then --

20 MR. MCRAE: Okay.

21 THE COURT: -- 6 o'clock everybody has to be out
22 of the courthouse.

23 MR. MCRAE: I'm moving on to another topic if
24 you --

25 THE COURT: I know. I'm just saying at 6 o'clock,

IV-300

1 everybody needs to --

2 MR. MCRAE: Okay.

3 THE COURT: -- be out of the courthouse, not --

4 MR. MCRAE: Okay.

5 THE COURT: -- packing their bags.

6 MR. MCRAE: Oh, out of the courthouse, not leave
7 at 6 but be -- okay.

8 THE COURT: Right.

9 MR. MCRAE: I'll just -- well, let me do this
10 then.

11 BY MR. MCRAE:

12 Q Do you see any provision in the Alliance Settlement
13 Agreement that encampment reduction will be defined based on
14 how the City may use the term encampment resolutions in
15 context outside of the Alliance Settlement Agreement?

16 A Nothing at all.

17 Q And you heard of the tiny bed company, Dignity Moves?
18 I'm sorry. I said tiny bed. I mean tiny homes. That would
19 be -- that was a malapropism. I mean, tiny beds, tiny
20 homes. Sorry.

21 MS. MITCHELL: I think it also misstates the
22 testimony. Objection. It's not a tiny home company.

23 MR. MCRAE: Okay.

24 MS. MITCHELL: They do modular housing.

25 MR. MCRAE: Modular housing.

IV-301

1 THE COURT: Modular.

2 MR. MCRAE: Modular housing. I thought I heard
3 that.

4 THE COURT: I'm just going to suggest something.
5 Why don't you just pick with that point.

6 MR. MCRAE: That's fine.

7 THE COURT: If you have more, I -- I don't want
8 you pressed for time.

9 MR. MCRAE: Thank you, your Honor.

10 THE COURT: All right. Here's what I need, once
11 again. I need this exhibit marked. I forget, which one of
12 you brought this to the Court's attention?

13 MR. UMHOFFER: Your Honor, I believe that that was
14 brought forward by Plaintiffs for -- by Counsel for the City
15 during the testimony.

16 THE COURT: City? Okay. I want that marked. I
17 want the LAist article marked that you referred to. I want
18 the --

19 MS. MITCHELL: Audio?

20 THE COURT: -- tape that you played from the
21 Mayor's --

22 MS. MITCHELL: Your Honor, just the clips or the
23 full?

24 THE COURT: No. I want -- I -- I'm going to
25 suggest the whole thing. There was an objection that only

IV-302

1 parts of it were played. I -- I've heard the entire speech
2 by the Mayor to the City. So, you've -- you've actually --
3 you've actually got a transcript, quite frankly of, it. So,
4 attach the transcript to that tape, and I think two portions
5 were played.

6 Have a wonderful weekend, and could we reconvene
7 at 9 o'clock? I have to start -- I have three or four other
8 matters before you come into court on Monday, and I need the
9 lunch hour also for another matter and then after you leave,
10 because we keep the calendar going, and also, I want
11 consecutive days. Okay.

12 MR. MCRAE: Yes, your Honor.

13 THE COURT: So, Monday 9 o'clock?

14 MR. MCRAE: Yes, your Honor.

15 MS. MITCHELL: Thank you, your Honor.

16 THE COURT: Wish you all the best of weekends.
17 Okay.

18 MS. MITCHELL: We're in this courtroom again?

19 THE COURT: Yeah, we're here until minimally
20 Wednesday if we need it.

21 MS. MITCHELL: Thank you. Did you want to talk
22 about C and --

23 THE COURT: No. We're off -- we're off the record
24 now. Have a good weekend.

25 ALL: Thank you, your Honor.

IV-303

(Proceedings concluded.)

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IV-304

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 5/31/2025
6 Transcriber Date

7 FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:

8
9 /s/L.L. Francisco
10 L.L. Francisco, President
11 Echo Reporting, Inc. _____
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