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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION  
THE HON. DAVID O. CARTER, JUDGE PRESIDING

LA ALLIANCE FOR HUMAN RIGHTS, )  
et al., )  
 )  
Plaintiffs, )  
 )  
vs. ) No. LA CV 20-022291-DOC  
 )  
CITY OF LOS ANGELES, et al., )  
 )  
Defendants. )  
\_\_\_\_\_ )

REPORTER'S TRANSCRIPT OF PROCEEDINGS  
Los Angeles, California  
Thursday, April 20, 2023

Wil S. Wilcox, CSR 9178  
Official U.S. District Court Reporter  
350 West 1st Street  
Los Angeles, California 90012  
wil.wilcox@gmail.com

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF LA ALLIANCE FOR HUMAN RIGHTS:  
3

4 Elizabeth Anne Mitchell, Attorney at Law  
5 Umhofer, Mitchell and King LLP  
6 11766 Wilshire Boulevard, Suite 900  
7 Los Angeles, CA 90025  
8 213-394-7979  
9 Fax: 213-529-1027  
10 Email: elizabeth@umklaw.com  
11

12 Matthew Donald Umhofer, Attorney at Law  
13 Umhofer, Mitchell and King LLP  
14 11766 Wilshire Boulevard, Suite 900  
15 Los Angeles, CA 90025  
16 213-394-7979  
17 Fax: 213-529-1027  
18 Email: matthew@umklaw.com  
19

20 FOR THE DEFENDANT CITY OF LOS ANGELES:

21 Arlene Nancy Hoang  
22 Los Angeles City Attorneys Office  
23 City Hall East  
24 200 North Main Street Room 675  
25 Los Angeles, CA 90012  
213-978-6952  
Fax: 213-978-7011  
Email: arlene.hoang@lacity.org

Scott D. Marcus  
Los Angeles City Attorneys Office  
200 North Main Street 7th Floor Room 675  
Los Angeles, CA 90012  
213-978-7558  
Fax: 213-978-8216  
Email: scott.marcus@lacity.org

FOR THE DEFENDANT COUNTY OF LOS ANGELES:

Jennifer Mira Hashmall, Attorney at Law  
Miller Barondess LLP  
2121 Avenue of the Stars, Suite 2600  
Los Angeles, CA 90067  
310-552-4400  
Email: mhashmall@millerbarondess.com

1     Appearances (Continued):

2     FOR THE DEFENDANT COUNTY OF LOS ANGELES:

3             Ana Wai-Kwan Lai  
4             Los Angeles County Counsel Office  
5             350 South Figueroa Street Suite 601  
6             Los Angeles, CA 90071  
7             213-974-0061  
8             Fax: 213-617-6785  
9             Email: alai@counsel.lacounty.gov

10     INTERVENOR LOS ANGELES CATHOLIC WORKER:

11             Shayla Renee Myers  
12             Legal Aid Foundation of Los Angeles  
13             7000 S Broadway  
14             Los Angeles, CA 90003  
15             213-640-3983  
16             Fax: 213-640-3988  
17             Email: smyers@lafla.org

18     INTERVENOR CANGRESS:

19             Carol A. Sobel, Attorney at Law  
20             Law Office of Carol A. Sobel  
21             1158 26th Street Suite 552  
22             Santa Monica, CA 90403  
23             310-393-3055  
24             Email: carolsobellaw@gmail.com

25     ALSO PRESENT:

              Supervisor Janice Hahn  
              Supervisor Lindsey Horvath  
              Paul Krekorian, Acting Mayor  
              Dave Michaelson, Counsel for the Mayor  
              Cheri Todoroff, Director  
              Special Master Michele Martinez  
              Daniel Conway, LA Alliance

1 LOS ANGELES, CA.; THURSDAY, APRIL 20, 2023; 9:09 AM

2 -oOo-

3 THE COURT: We're on the record. First of all,  
4 once again, good morning.

5 And Deb, are you okay? Okay. If there's any  
6 issues at all, just stop me.

7 COURT REPORTER: Wil is writing, Your Honor.

8 THE COURT: Thank you very much.

9 And I'd like to begin with the appearance of the  
10 parties with a little bit more formality today. And that  
11 is, on behalf of the Plaintiff, Ms. Mitchell and Matt, would  
12 introduce yourselves, please, for the record.

13 MS. MITCHELL: Elizabeth Mitchell on behalf of  
14 LA Alliance. With us is also Daniel Conway, representing  
15 LA Alliance for Human Rights today as well as the individual  
16 Plaintiffs. And we have Matthew Umhofer here as well.

17 THE COURT: Thank you very much. It's a pleasure.

18 And Chairwoman Hahn, would you begin, and then  
19 whoever's with you. And I know the names, but I need a good  
20 record. And then I want to recognize the president.

21 MS. HAHN: Yes. Good morning, Judge Carter. I'm  
22 Supervisor Janice Hahn, and I'm currently the chair of the  
23 Los Angeles County Board of Supervisors.

24 And here's our newest supervisor.

25 MS. HORVATH: Good morning, Your Honor.

1 THE COURT: Good morning.

2 MS. HORVATH: Lindsey Horvath, I am the newest  
3 supervisor for the 3rd District, vice chair of the board.

4 THE COURT: It's a pleasure to meet you.

5 MS. HORVATH: Nice to meet you.

6 MS. LAI: Good morning, Your Honor. Ana Lai here  
7 on behalf of the County of Los Angeles from county counsel.

8 THE COURT: Thank you. It's a pleasure.

9 MS. HASHMALL: Good morning, Your Honor.

10 Mira Hashmall here from Miller Barondess for the County of  
11 Los Angeles.

12 THE COURT: It's a pleasure. Nice to see you  
13 again.

14 I'm honored to have you here once again,  
15 President of Los Angeles Council. And I understand from my  
16 clerks that you're the acting mayor today.

17 MR. KREKORIAN: As of the moment, yes, Your Honor.

18 THE COURT: It's a pleasure.

19 MR. KREKORIAN: I'm wearing both hats. It's good  
20 to be with you.

21 THE COURT: It's good to be with you.

22 And also, this is Paul Krekorian, acting mayor  
23 today in the absence of Mayor Hahn.

24 The Intervenors, please. And I mean -- I'm sorry,  
25 Mayor Bass. We gave you two positions today, Mayor Bass.

1 (Laughter.)

2 MR. KREKORIAN: And, of course, in addition to  
3 Mr. Marcus, Dave Michaelson is here as counsel for the  
4 mayor.

5 THE COURT: It's a pleasure. And you're more than  
6 welcome to come up and join us closer at any time with  
7 participation.

8 Okay. Any other council members here who might be  
9 recognized?

10 MS. MYERS: Yes, Your Honor. Shayla Myers from  
11 the Legal Aid Foundation of Los Angeles on behalf of the  
12 Intervenors, Los Angeles Community Action Network and  
13 Los Angeles Catholic Worker.

14 THE COURT: It's a pleasure.

15 And Ms. Sobel.

16 MS. SOBEL: Carol Sobel on behalf of all of the  
17 Intervenors.

18 MS. HAHN: Judge, I forgot to introduce  
19 Cheri Todoroff, who is the director of our Homeless  
20 Initiative.

21 THE COURT: It's a pleasure. You're more than  
22 welcome to approach any of your clients or consult with them  
23 at any time during the process.

24 MS. HAHN: Thank you.

25 THE COURT: First, I want to express the



1 and the state of homelessness in Los Angeles pursuant to  
2 Docket 518, and Mayor Karen Bass, Chairwoman Janice Hahn and  
3 City Council President Paul Krekorian were present on behalf  
4 of the City and County of Los Angeles.

5 After the Court made comments, the parties  
6 subsequently requested a private conference in which  
7 Judge Birotte and Special Master Martinez were present. The  
8 Court was not. Plaintiffs also participated.

9 And following that conference, the parties  
10 represented in open court that in light of the new  
11 leadership at the city and county level, they will meet and  
12 confer to review and amend the terms of the County's  
13 settlement agreement, particularly in relation to the number  
14 of mental health beds and monitoring, which is also  
15 contained in Docket 518.

16 And the parties requested and the Court granted an  
17 additional 90 days to do so. And on April 18th, 2023, after  
18 a request for an extension of time, which the Court granted  
19 two days ago, during the evening hours, the parties  
20 submitted an addendum to the proposed settlement agreement  
21 at Docket 533.

22 I represent to you I've read all of your documents  
23 and gone over them thoroughly during the evening hours.  
24 We've spent the last 48 hours nonstop since those were  
25 filed.



1           For the purposes of transparency, the Court  
2 will make available the transcript of today's proceedings  
3 after court today. And in recognizing  
4 City Council President Paul Krekorian as a representative  
5 and the acting mayor of Los Angeles, Mr. Krekorian, the  
6 first question is to you.

7           Is the City of Los Angeles satisfied with the  
8 terms of the proposed settlement?

9           MR. KREKORIAN: Well, thank you, Your Honor. And  
10 let me say first how satisfied the City of Los Angeles is in  
11 our new relationship with the County and how important it is  
12 that we continue to work together locking arms, as  
13 Mayor Bass and Chair Hahn declared during the State of the  
14 City this week.

15           And that was, I think, a monumental change in this  
16 relationship. And I think the settlement agreement reflects  
17 certainly significant progress since the last time that we  
18 were here. And thanks to Your Honor's intervention, the  
19 increase in the number of beds that are being proposed in  
20 the settlement agreement are welcome and will make a  
21 difference.

22           If the question is will this be sufficient to meet  
23 the moment, I think the answer has to be "no." The addition  
24 of a thousand beds over the course of three and a half years  
25 means an addition of fewer than one bed a day, which likely

1 won't even keep up with the increase in demand.

2           The additional 450 vouchers that are provided  
3 under the settlement agreement, I have concerns about  
4 because of the fact that they are for RCFEs and adult care  
5 facilities, and there's no guarantee that those facilities  
6 will even be available to be used.

7           It is, as I understand it, the trend in that area  
8 of care that RCFEs are actually tending to close now, rather  
9 than open new facilities.

10           So and that's not within the County's control, of  
11 course. But it is a question that we as -- we collectively  
12 have to address, whether there will be sufficient capacity  
13 to be able to use those vouchers.

14           So I'm concerned that while this definitely shows  
15 progress and it's consistent with the progress that we've  
16 made in this relationship, if you're asking me whether this  
17 will be a transformative agreement, it will not be. It will  
18 be an incremental improvement. But I can't see that this,  
19 standing by itself, will meet the needs that we have now for  
20 the seriously mentally ill.

21           That's not to say that we will not continue to do  
22 this work. And I have -- I'm absolutely confident in all  
23 five supervisors' commitment to this work and commitment to  
24 working with the City and commitment to expanding  
25 significantly the capacity that's available for those who

1 are in need of mental health care.

2 This agreement simply is, I hope, only one small  
3 part of that larger effort. In my view, it's hard to image  
4 that the claims presented by the Plaintiffs are sufficiently  
5 met by the settlement.

6 THE COURT: Okay.

7 MR. KREKORIAN: The Plaintiffs have a different  
8 view, apparently. But I think if we -- if we are going to  
9 meet this moment, it's going to take transformative change,  
10 and this agreement does not reflect transformative change.

11 THE COURT: I may come back to you in just a  
12 moment.

13 I'm going to turn to the Interveners and then I'll  
14 turn back to the respective parties with the proposed  
15 settlement.

16 So either Ms. Myers or Ms. Sobel, if you care to  
17 enter into this discussion; if not, I'll move on.

18 MS. MYERS: Sure, Your Honor.

19 THE COURT: And the same question that I've asked  
20 the council president.

21 MS. MYERS: Yeah. Obviously, and we just want to  
22 be clear on the record, that the Interveners had no part in  
23 the negotiations of any the settlements and agreements in  
24 this. Despite the Interveners always being willing to come  
25 the table, the LA Alliance and the -- and the County and the

1 City made the decision to do that without the presence of  
2 homeless service organizations at the table. So just to be  
3 clear on that, the first time we saw this was the same time  
4 the Court saw this.

5 THE COURT: About 7:00 or 8:00 on Wednesday night?

6 MS. MYERS: Yeah. And --

7 THE COURT: I'm sorry. On Tuesday night.

8 MS. SPEAKER: I mean, obviously, I agree with  
9 Council President Krekorian that this is not sufficient to  
10 solve the problem. Obviously, no resources that are  
11 available in the County or the City right now are available  
12 to solve this problem. I think the County's commitment  
13 matches the City of Los Angeles's commitment, though, and  
14 the settlement that was put forward months and months ago  
15 approved by this Court.

16 I think it is very clear that the City Council, in  
17 approving their settlement that was present, in no way met  
18 the moment. And so I think it's challenging to sit here and  
19 attempt to hold the County responsible for a different  
20 standard than the City was held in committing largely  
21 resources that were already committed by the City of  
22 Los Angeles to build shelter beds and housing.

23 The reality is, is the City of Los Angeles's  
24 agreement to build approximately 12,000 new beds was only  
25 60 percent of an exclusion of the population that I think

1 the County is struggling to provide services to.

2 THE COURT: And another 40 percent of substance  
3 and mental health.

4 MS. SPEAKER: Exactly, Your Honor. And it's not  
5 just excluding the 40 percent. I think it's excluding  
6 people with mental health issues and substance abuse issues  
7 from the number, and then taking 60 percent of that number.

8 In no way is that meeting the moment we're in. I  
9 think President Krekorian made it clear last year that he  
10 was meeting the moment as it was last year. We're in a very  
11 different time. And certainly, the settlement agreement,  
12 which Interveners objected to strenuously, in no way met  
13 that moment because it locked in time the point in time  
14 count from a year ago.

15 So the reality is, this case is not going to solve  
16 homelessness. I think Your Honor has been clear about that.  
17 I think the council has been clear about that. I think the  
18 board of supervisors have been clear about that. I think  
19 the press has been clear about that. I think the public has  
20 been clear about that. You cannot solve homelessness  
21 through litigation. What you can do is you can solve it  
22 through dramatic political leadership and those sorts of  
23 things.

24 I think this settlement agreement, while it is by  
25 no means perfect, certainly matches the commitment that the

1 City of Los Angeles made last year. And I think it's a --  
2 it's a reasonable response under the circumstances to the  
3 need, and it certainly matches the commitment to increase  
4 the number of beds. It's not going to solve the problem.  
5 This problem is not going to be solved in this courthouse.  
6 So that's the Intervenor's position on that.

7           The last thing that I want to express, though, is  
8 the Intervenor's ongoing concern with the lack of  
9 transparency with these proceedings related to the public.  
10 The reality is, much of the -- much of the process in this  
11 case has been pulled back into the back chambers of this  
12 courthouse through ex parte communications, which the  
13 Intervenor continues to object to.

14           The reality is, these are incredibly important  
15 issues that deserve public airing. They deserve public  
16 communications. Whether it's about the enforcement of  
17 Los Angeles Municipal Code 41.18, whether it's about the  
18 city street strategies, whether it's about the increase in  
19 beds, those sorts of things.

20           We have a political process and groups like the  
21 Intervenor and all of the other organizations and unhoused  
22 folks deserve a right and the ability to participate in that  
23 process. When everything is being shoe-horned into  
24 monitoring through a special master or through procedures  
25 that are outside of the political process, it takes away the

1 political accountability. And we continue to have  
2 significant concerns with that.

3 That's all I would say at this point. Thank you.

4 THE COURT: I may have some questions back to you  
5 in just a moment.

6 MS. SPEAKER: Yes, Your Honor.

7 THE COURT: Ms. Sobel. And would you pull the  
8 microphone just a little bit closer because we are on  
9 CourtSmart.

10 MS. SOBEL: I fully agree with  
11 Council President Krekorian that this doesn't meet the  
12 moment. I think it's incredibly disappointing.

13 It's almost exactly 20 years ago that I filed the  
14 *Jones* case. And, to me, it is just remarkable that we are  
15 talking about a settlement that is anchored in a threat  
16 still of criminalization, that we have not moved forward,  
17 that it took the City 16 years -- not 16 years -- 13 years  
18 to build -- to increase the available beds for people who  
19 were unhoused to 1250, and that included private builders.

20 There is no -- the focus of the City is wrong.  
21 It's been wrong since the beginning. It was wrong when the  
22 economic roundtable told them 20 years ago that they needed  
23 to do certain things to cut off the feeder pools into  
24 homelessness. And we are now at a point where the feeder  
25 pools are increasing at a rate that is far greater than

1 anything the City can imagine.

2 I'm not suggesting that this isn't it a resolvable  
3 problem; I believe it is. But is not resolvable through  
4 expanding shelter beds.

5 THE COURT: All right. Let me turn to either --  
6 it doesn't matter -- either LA Alliance or to the County.  
7 Because this is really centered over the County, not the  
8 City at this time.

9 MS. MITCHELL: I'm happy to talk, Your Honor.

10 THE COURT: So Ms. Mitchell.

11 MS. MITCHELL: Here, I'll go ahead and move up  
12 here since there's a microphone.

13 We don't disagree with Ms. Myers that this has  
14 never been about solving homelessness. It's always been  
15 about addressing the immediate crisis on the street. The  
16 emergency needs to be addressed.

17 And when we filed this back in 2020, were going  
18 the speed of a turtle, right. We were -- we were focused  
19 exclusively on permanent supportive housing. All of our  
20 resources were going to permanent supportive housing. And  
21 the County, to be quite frank, was floundering through  
22 Measure H, was not matching any of that.

23 And so we filed this to say we need to re-divert  
24 some of those resources to immediate crisis control.  
25 Because as the crisis spins out of control further and



1 further and further down the rabbit hole, more and more  
2 people are dying, more and more people are getting sick,  
3 right. We have to fill that basin.

4           You cannot treat a broken leg on a surgeon's table  
5 without treating the gunshot wound first. And we've always  
6 said we first have to address the gunshot wound. Let's  
7 address the crisis on the street, and then we can talk about  
8 the long-term issues. And that's what this has always been  
9 about. And I think that the City did a great job stepping  
10 that up last year, which is what the settlement was.

11           This year what we're looking at right now, this  
12 agreement, I think is largely -- the forest is being lost  
13 for the trees, Your Honor.

14           We don't disagree that 1500 beds is not going to  
15 solve this. I don't think the County disagrees that 1500  
16 beds is not going to solve this, right. We probably are  
17 looking at this point maybe 8,000 beds. If we're talking  
18 about mental health, if we're talking about substance use  
19 disorder, if we're talking about board and care patches,  
20 that's probably what we're looking at.

21           But I think the County will also say the resources  
22 are not available, and the County can do what the County can  
23 do. And in stepping up to 1500 beds, it's five times better  
24 than we've ever seen before. And so something like that is  
25 significant, and should be observed.

1           But what I want to do is take a step back from  
2 just the bed count, because we've been so focused on the bed  
3 count, and look at the rest of the agreement. Because  
4 that's why LA Alliance ultimately agreed to this. And I'm  
5 looking at the agreement right now. But that's why  
6 LA Alliance ultimately agreed to this. It was not because  
7 of the bed count, which has gotten significantly better.  
8 And thank you to, Your Honor, for -- for putting that  
9 pressure on. There's no doubt about that.

10           But if you look at the shelter agreements, you  
11 look at the services agreements, you look at the home teams,  
12 you look at all of that crisis that's being stepped up, we  
13 cannot discount that.

14           We entered into this agreement because, frankly,  
15 the City told us that's what the City needs. And I want to  
16 look at the shelter projects that are being stood up right  
17 now, all of the Project Roomkey and the Project Homekey,  
18 they're being stood up right now. There is no shelter  
19 agreement that's in place, Your Honor.

20           For eight months, the City has been doing this,  
21 and the County has been coming alongside without a shelter  
22 agreement. And all the Court has to do is walk into these  
23 projects to see the problem with that. You have people that  
24 are going into these projects with mental illness, with drug  
25 addiction, that are not being assessed for days, weeks,

1 months that are not getting services --

2 THE COURT: Let me help you. I am in those  
3 projects.

4 MS. MITCHELL: So Your Honor understands. There  
5 is no services agreement with those projects.

6 And so when we entered into this agreement with  
7 the City last year, we knew that, and we were all concerned  
8 about that. But the City stepped up and did it anyway  
9 because they needed to meet the moment. And the County is  
10 ready to partner with the City on that. And that is too  
11 much of an emergency to throw out the window.

12 So when you look at all of the rest of it, you  
13 look at the high-needs beds that are actually being  
14 addressed, the number's not in here, but I'm told it's about  
15 1,000 beds, that are being produced, unlicensed, high-needs  
16 beds that the City is being given access to as they're going  
17 through this encampment reduction process.

18 THE COURT: The numbers are in the addendum.

19 MS. MITCHELL: No, Your Honor. The high-needs  
20 beds. I'm talking about the unlicensed, high-needs beds.

21 THE COURT: Oh, I'm sorry. Thank you.

22 MS. MITCHELL: So if you look at this in the  
23 totality, and you look at the dramatic situation we have on  
24 the streets now, that is why we signed off on this. That is  
25 why we agree to it. And that is why we continue to push for

1 it, saying not only is this a good agreement for what it is,  
2 but it needed to have been done eight months ago. It needed  
3 to have been done six months ago. And here we are in April,  
4 watching these projects flounder.

5 And I'm hearing it from service providers. I'm  
6 hearing it from residents, about the crisis that we're  
7 facing right now. And we can't keep going.

8 Because sure, we can fight, Your Honor. And I'm  
9 happy to fight. The Court has always known that. We have  
10 done a lot of business together in the past. But what  
11 you're looking at, at that point, is three years down the  
12 road, Ninth Circuit arguments, and how bad is the crisis  
13 going to be then?

14 So from our perspective -- and I can't speak to  
15 the County's perspective, I'll let the County do that about  
16 whether there's the sufficient funding available and that  
17 kind of thing. But from the Alliance's perspective, we need  
18 to be clear that we need to move forward now. We cannot  
19 keep waiting and letting the perfect be the enemy of the  
20 good. So we've heard that a lot in this court. And this is  
21 what we're trying not to do here.

22 So with that, I will step back. I'm happy to  
23 answer any questions that the Court has.

24 THE COURT: And I may come back to you as well.

25 Also to either Matt Umhofer or Darryl -- I'm sorry

1 Daniel. My apologies. I know that the mayor of Sacramento  
2 was down here for a while also participating.

3 Let me turn to any of you as counsel or the  
4 chairman of the board. But the first question I have,  
5 regardless, is to Chairwoman Hahn.

6 And first of all, let me continually express my  
7 appreciation in terms of your leadership or attempted  
8 leadership throughout the process.

9 In Section A2 of this proposal -- and somebody's  
10 going to help put that in front of you. You shouldn't have  
11 to do that.

12 MS. HAHN: Thank you, Your Honor.

13 THE COURT: You've got lots of staff here.

14 Proposal, Settlement Proposal 2A, if you put that  
15 in front of the Supervisor.

16 MS. HAHN: I see it.

17 THE COURT: The effectiveness of this agreement is  
18 expressly subject to and contingent upon approval by the  
19 County's approval of settlement process, including by the  
20 Los Angeles County Claims Board and the County Board of  
21 Supervisors and by approval of the individual Plaintiffs.

22 You'll find that at Docket, for my record, 533-1  
23 at 7, Section A2.

24 When does the County Board of Supervisors plan to  
25 hold its public meeting regarding the approval of this

1 proposed settlement agreement?

2 MS. HAHN: Your Honor, my understanding is that we  
3 would be approving that at our next -- if it's signed off  
4 today by you, Judge Carter, then we would officially approve  
5 it at our next open County Board of Supervisors meeting.

6 THE COURT: Let me -- in my 25 years on the  
7 federal bench dealing with the SEC, the FTC, any government  
8 agency, this Court has never approved a settlement until the  
9 parties have signed off on that settlement. Let me repeat  
10 that.

11 So what I find unique in this is that you don't  
12 have an approved settlement from your parties on the  
13 County's side, and you're asking the Court, then, to sign  
14 off on no vote.

15 The second thing is, when I look at this proposed  
16 settlement, I'm somewhat stunned in terms of who has signed  
17 this settlement. If I'm dealing with the principals, I  
18 expect your name on the settlement. I expect you to be  
19 responsible, not somebody who is able counsel in the County  
20 Counsel's office signing off so in the future, if something  
21 goes sideways, elected officials can then take the position  
22 that the signatures were with a very competent attorney.

23 Now, hold on.

24 I'm going to express some concerns so you can  
25 respond to them when I take the bench in just a moment.

1 Excuse me.

2 You seek dismissal with prejudice of Plaintiffs'  
3 claims against the County pursuant to Federal Rule of Civil  
4 Procedure 41(a)(2). And 41(a)(2) provides that "An action  
5 may be dismissed on terms that the court considers proper,"  
6 quote, unquote.

7 And I've got some questions and some concerns, and  
8 I want you to discuss those amongst yourselves in just a  
9 moment.

10 First, in this proposal, there is still, in my  
11 opinion, subject to your arguments, no oversight. I stated,  
12 and I was clear, at the last hearing that this is just  
13 another document, aspirational that we're chasing in three  
14 or four years, as many of my colleagues have had to do in  
15 other consent decrees -- and this is not a consent decree; I  
16 know, transparently, that the board is concerned about that  
17 wording. You don't have to say that, but I know that.

18 So if you'd be so kind, Diali, Julian, would you  
19 put up the terms and conditions of the settlement with the  
20 City. And I'm going to point out stark differences. And I  
21 said last time -- and I think I used the word "dead on  
22 arrival."

23 This is the City settlement. This is where the  
24 City trusts the Court to work with the City in good faith --  
25 and if you noticed, I haven't interfered with Mayor Bass at

1 all. In fact, we've had a number of meetings. She's got  
2 the latitude to carry out her program. The Court's not  
3 going to be an obstacle unless there's a constitutional  
4 violation. No intermeddling. A working relationship,  
5 hopefully.

6 This is what the City gives the Court. And I give  
7 them back the same trust.

8 The parties agree that the duration of the  
9 agreement shall be five years.

10 And by the way, in the future, I'm going to be  
11 concerned about five years because any time I see a  
12 five-year agreement, I'm absolutely concerned now because  
13 the politicians who made that agreement are now out of  
14 office and don't have to respond to it. So I'm concerned.

15 But in five years, during which point the Court  
16 shall have continuing jurisdiction to oversee -- circle that  
17 for a moment -- and enforce the settlement agreement.

18 Now, if you'd be so kind, would you put up the  
19 City -- or the County, this is the County's proposal.

20 You give me absolutely no oversight, and you give  
21 me no enforcement. Your proposal is reporting the County  
22 shall file reports regarding its progress in meeting its  
23 obligations under this agreement quarterly.

24 That means that if I sign off on this agreement,  
25 I'm simply getting a quarterly report with absolutely no



1 power of oversight, monitoring to hold you to your  
2 milestones and representations. I'm giving you the  
3 credibility of the federal court to go out to the public and  
4 ask for more monies without any accountability.

5 The judicial enforcement, if after exhausting the  
6 dispute resolution -- and this only pertains to dispute  
7 resolution. Your main portion is nine.

8 Procedures described in section P1I, the claiming  
9 party still alleges the responding party is in breach of  
10 this agreement. The claiming party may file a notice of  
11 breach and request for judicial enforcement of the district  
12 court to remedy such breach.

13 That's just a contractual breach. So I see a huge  
14 difference and tried to put everybody on notice concerning  
15 this at the last hearing. And I used -- I think I used the  
16 dramatic words of "dead on arrival." I apologize for the  
17 drama involved in that, but I don't in terms of the meeting.  
18 I don't see any remedy to this so far.

19 Let me then turn to accountability for just a  
20 moment. If you turn to the next section. And these are my  
21 concerns in the early morning hours with my law clerks.

22 And I want to thank each of you humbly for the  
23 incredible hours you're keeping.

24 When I come back, I want you to respond to  
25 accountability. And I have grave concerns about this.

1           The question of the government accountability was  
2 first raised -- and by the way, for Mr. Umhofer and for you,  
3 Ms. Mitchell, I have nothing but praise.

4           In fact, in bringing this lawsuit, it did cause a  
5 breaking of absolute inertia in the city. And at some  
6 point, I don't think you bargained -- and I'm joking with  
7 you -- to go citywide and now countywide. I don't know that  
8 that was ever your original -- but in a sense, you've acted  
9 as a buffer, and the County has been fortunate and so is the  
10 City, because this has become the center of the litigation  
11 including Venice Homeowners who came into court, issues  
12 involving recreational trailers.

13           And once this lawsuit either settles or goes to  
14 litigation or whatever happens, there's nothing that  
15 precludes a multitude of lawsuits coming forward. And  
16 that's what this Court's been trying to avoid to center  
17 these lawsuits amongst the judges here, so seven different  
18 judges didn't decide the same or related issues in the same  
19 way.

20           And at least when we started we were successful  
21 with that. I'm worried about this turning into massive  
22 litigation, spread out to the court again, more lawsuits  
23 Chairwoman, than you could possibly imagine. Back to the  
24 good old days of the Wild West with how do you govern not  
25 knowing what the federal court's going to do. But let's get

1 some parameter.

2 So in a sense, this has protected you from  
3 lawsuits. But if this settles or goes to litigation or  
4 whatever, you're back right in what I call the litigation.  
5 And it may not be you, Mr. Umhofer. It may be an entirely  
6 different firm or three different firms or four different  
7 issues.

8 So accountability. First of all, you stated in  
9 your complaint: "Measure H is spread so thin that it serves  
10 more to feed the County's own bureaucracy than to make any  
11 significant dent in the crisis," end of quote.

12 You go on to say that the County also faces tough  
13 questions about its management of homelessness-related  
14 issues. The other point at the last hearing is the problem  
15 is outpacing the solution, and the County has failed to  
16 utilize the funds in a manner that would effectuate the  
17 goal.

18 The next was the actual result is an astonishing  
19 lack of progress at addressing the crisis, continuing  
20 expansion of the crisis despite such efforts and resources  
21 because each being used in ways that will never solve the  
22 problem.

23 I understand that the Court cannot exercise its  
24 jurisdiction to enforce terms that are against the public  
25 policy and public interest. And I've stated that at the

1 last hearing so you know I'm absolutely consistent in this,  
2 and your counsel heard this.

3           Could you put up that portion on Page 4 for a  
4 moment. I want to read this to him.

5           Quote, from the last hearing: "But because the  
6 settlement as written is really a private settlement, I want  
7 to stress that for a moment, this is portrayed to the Court  
8 as a private settlement with no judicial oversight, no  
9 accounting, no monitoring, and the LA City gave the Court  
10 that trust to at least monitor. LA City gave the Court that  
11 trust, and the Court gave you that trust back so that we had  
12 a check and balance and that we're able to accommodate each  
13 other along the way."

14           And the next paragraph that I pulled out just so  
15 they can address.

16           This requires no judicial approval.

17           In other words, I understand that you can settle  
18 without me. You can withdraw the complaint. But you are  
19 asking the Court to put my approval on this. And by  
20 implication, then, it can go to the taxpayers as approval  
21 with the Court's blessings, in a sense.

22           And what is astounding to me is that whatever this  
23 matter is, and I want to compliment the County for moving  
24 from the 300 to the 1500. I want to compliment you again.  
25 That's progress.

1           But my decision today is based upon not whether  
2           you've made some progress, but is that enough. And so I  
3           want to go back to what I said at the last hearing like a  
4           "Rocky Horror Picture Show" and do this one more time.

5           You are going to develop 1000 additional mental  
6           health substance, disorder use -- or disorder beds, as well  
7           as 450 subsidy beds in adult residential facilities. This  
8           adds additional beds, and it sets up those milestones in the  
9           settlement. However, I'm concerned that the numbers may  
10          fall far short. And when I come back after that recess,  
11          because I want to go over my notes, I'd like you to pull up  
12          Dr. Sherin.

13           Go to Page 5 for a moment.

14           And I want to remind you what our own mental  
15          health director said in 2019. And we can up pull up the  
16          first page again.

17           And Dr. Sherin said: The Mercer and ODR analysis  
18          suggests we may need to develop nearly 3,000 new subacute  
19          beds. And if there are unmet needs for subacute care among  
20          the homeless population which are not reflected in these  
21          estimates, we may need to develop even more subacute beds.  
22          And while some uncertainty is unacceptable -- or is  
23          acceptable, inaction is not. The problems mentioned  
24          throughout this report due to a lack of post-hospital beds  
25          and services are real and serious.

1           Now, go back and read those reports. I'm falling  
2 asleep reading these reports. And he also had a project of  
3 500. And instead of 500, the County, if you read carefully,  
4 only came forward with 167. This is in 2019, folks. This  
5 is four years ago.

6           And so what I'm astounded about on one hand is I  
7 pay you the compliment of moving forward. And I pay you the  
8 compliment again and again.

9           This 1500 shouldn't even be negotiable between  
10 you. This shouldn't even be a bargaining chip between the  
11 two of you. The County should have done this years ago  
12 without even coming in front of the federal court. And yet,  
13 this is used as a bargaining chip of 1500 beds out of 3,000  
14 needed, out of 167 beds given out of 1500.

15           For goodness sakes, this comes from your own  
16 mental health director. Now, Kathryn Barger, who you know I  
17 have great respect for, I want to put that on the record,  
18 she made a statement couple of days ago. She said  
19 39 percent. Go back and read her own statement in the  
20 press. 39 percent of the folks out there have severe mental  
21 health issues and/or substance abuse or a combination.

22           I asked the question last time, and I ask you to  
23 address it again. If Mayor Bass is going to fulfill her  
24 commitment of 17,000 off the street, and if we have a  
25 40 percent substance abuse and particularly mental health

1 problem, you do the math. Is that 300 beds that you  
2 initially offered to me? Is that 1500 beds that you  
3 initially offered now? You do the math. I don't have to.

4 If you just take the agreement that we entered  
5 into between the City and the Court of 12,000 to 14,000,  
6 take any number in between, is 40 percent of that 300  
7 initially offered to the Court or 1500? Excuse me. I'm  
8 sorry.

9 Go back and read your own report. It's in the  
10 footnote in the briefing that I wrote to you. It's at  
11 Page 20. It's your own shortage of mental health hospital  
12 beds in the LA County. And that has not been addressed in  
13 this.

14 So today you need much more than the 3,000 beds.  
15 So it's less than half of what was even proposed four years  
16 ago, and your population has grown disproportionately.

17 Finally, this accountability issue. We held a  
18 hearing, if you remember, in April of 2021. And we got into  
19 some really, really finite concerns about where's the money  
20 going, \$13 billion thus far.

21 The governor seems committed. I'm not a  
22 politician. But if -- I took note that in the best of times  
23 with a \$100 billion budget, he put in a lot of money; and in  
24 the worst of times, when he doesn't have the budget, he's  
25 still putting in the money for homelessness. In fact, he's

1 looking for some kind of success.

2 But despite the huge amounts of public spending,  
3 our numbers keep rising and the conditions on the ground  
4 appear to get even worse. And I'm wondering where the  
5 accountability is here.

6 So I'm going to joke with you -- sit down. Thank  
7 you. I'll address you, I promise you. I'll give you all  
8 the courtesy in the world in just a moment, I promise you.  
9 But not when I'm speaking. And I won't interrupt you.

10 I'm going to joke with you. I don't think you  
11 would want me on this case. And the reason for that is if  
12 I'm going to sign off on this, I have to have  
13 accountability. Let me repeat that. I have to have  
14 accountability to sign off on this.

15 At least not looking over your shoulder, but  
16 making certain that the representations you make are not  
17 once again aspirational.

18 Because while I may trust you implicitly,  
19 Chairwoman Hahn, and I put that on the record, I don't know  
20 who your successor is. And I don't trust that process.

21 And finally, could you put up a couple pictures  
22 that I just took. You know, I don't live down there at  
23 Skid Row, but I get down there.

24 And it's nice to have Pete White here, I want to  
25 recognize you.



1           And there's two people I want to pay tribute  
2 today. And along the journey, I think I've talked to what,  
3 Michele, 400 to 600 people? At least.

4           One of those is ^Tom LaBonge, a former Mr. LA.  
5 And Tom -- you don't know this, but he was secretly behind  
6 the scenes when I could talk to anybody, helping the Court  
7 immensely. I've got some pictures of him driving down the  
8 riverbed. Incredible memories of some the great people I've  
9 met on this journey.

10           And Tom said something very wise I didn't  
11 understand. "Judge, the board of supervisors will only do  
12 what the board of supervisors is made to do."

13           And how many times did he repeat that to us,  
14 Michele? Forever.

15           Now, I don't know if that's true or not. But it  
16 seems to me when we start with 300 and we get to 1500, that  
17 we keep doing kind of the bare minimum along the way. And  
18 then we have a press conference.

19           And the second thing is -- well, who I call the  
20 mayor and that is -- well, a very wise man came into my  
21 court, and he one time described this as "the homeless  
22 industrial complex." And I don't know if that's true or  
23 not. It's a dramatic word.

24           But he said one thing to me. He said, "Judge, why  
25 don't you take a walk with me, and let me show you my area."

1 And I think that's the first time I'd met Pete White, who's  
2 here. And I think that's the -- Pastor Q followed. "And  
3 now I don't go with you because you're an advocate in this  
4 matter."

5 So I want to put up two pictures a week or so ago.  
6 And these are two little girls coming out of the rescue  
7 mission on the way to school with a guard. And you have to  
8 ask, what are they doing there?

9 And if you put up the next picture. This guy is  
10 just walking down the street, shivering with hypothermia.  
11 That's gangrene.

12 And then the next picture. So I took off his  
13 face -- take off his face. Go up there. Boom. No. Remove  
14 his face. Thank you. My apologies. I thought we'd edited  
15 that out. He's going to lose his foot.

16 My problem is that we, as elected officials, and  
17 the Court -- I blame myself -- we're not getting down there.  
18 And it makes me wonder -- and I toss this back to you with  
19 no criticism of Dr. Adam. She's terrific. \$438,000.

20 When you get up here and address me and you tell  
21 me you don't have money, I will never go in the LAHSA  
22 offices again in a downtown hotel with that kind of rent.  
23 And so don't throw the lack of money at me from the County's  
24 perspective. And don't throw this budget of now  
25 \$800 million at me as "We don't have money."



1 President Krekorian?

2 MR. KREKORIAN: The one thing I do want to say,  
3 which I'm -- I apologize that I didn't say earlier, is I  
4 really want to stress, especially Chair Hahn's leadership  
5 that she demonstrated in the last hearing and throughout  
6 this process in moving the ball forward.

7 THE COURT: And let me echo that and join you.  
8 And, in fact, I'll represent that we had a conversation  
9 literally in an airport and from your office recently. So I  
10 commend her as well, trying to move this forward.

11 MR. KREKORIAN: None of this would have happened  
12 without the persistent advocacy that she has demonstrated  
13 throughout. And I didn't want to leave that unsaid in my  
14 comments earlier.

15 And I want to, again, just stress that I think as  
16 a number of the speakers had mentioned and I want to  
17 reiterate too, this is a tiny slice of the discussion that  
18 we're having as a society, and certainly between the City  
19 and the County. So I didn't want to overemphasize. I was  
20 trying to respond to your question, Your Honor. But there's  
21 much to do that will continue -- and that work will continue  
22 regardless of what the parties agree to today.

23 THE COURT: Okay. Good. Then I think the  
24 Interveners were next. And if you have anything you would  
25 like to add.

1 MS. MYERS: No, Your Honor. I think we made our  
2 comments previously.

3 THE COURT: Okay. Then I think LA Alliance was  
4 next. Anything you'd like to add?

5 MR. UMHOFFER: Matthew Umhofer, Your Honor, for the  
6 Alliance.

7 I want to just focus on one piece that I  
8 understand to be the Court's central concern, which is  
9 enforcement.

10 THE COURT: No. I have three pieces.  
11 Accountability, in terms of money. "Enforcement" is a bad  
12 word. You can call it "oversight." But how -- and, quite  
13 frankly, this reporting to the Court, which is nonsensical.

14 MR. UMHOFFER: And so, Your Honor, my view is  
15 that -- I'm just using the language in the agreement --  
16 enforcement encompasses -- I mean enforcement in my  
17 discussion of enforcement to encompass all of those things.

18 And all I would to, Your Honor, is point out that  
19 when the Court says that there is no enforcement, that there  
20 is no accountability, that's not consistent with the  
21 agreement that we've entered into.

22 THE COURT: Then just restate the exact provisions  
23 in the City agreement with the County, and we might be  
24 getting someplace. And I told you that before. I couldn't  
25 have been more clear.

1 MR. UMHOFFER: I understand that, Your Honor. And  
2 we pushed for that. We did push for that.

3 THE COURT: I know you did. And I'm not -- once  
4 again, let me commend you.

5 Let me commend all the parties here.

6 In fact, I represented to Janice Hahn that I'd  
7 like to be not a thorn in your side, but I'd like to join  
8 together at some point, all of us would. But I've got some  
9 grave concerns when I put my signature on this. By the way,  
10 none of your signatures are on this as politicians. And  
11 then we go out to the public and ask for more money or more  
12 bond issue, and the federal court is now being fronted as  
13 approving this.

14 No. You come to me. And you come to me with your  
15 signatures on this -- not from counsel -- so that we know  
16 two or three or five years from now if there's a failure,  
17 who exactly we point to. And that's some of the  
18 gamesmanship that I've objected to and stated that  
19 privately, and now I'm saying that publicly. Step up and  
20 put your names on these documents and be responsible.

21 Now, that has nothing to do with you.

22 But, no. You give me the exact language that the  
23 City had in terms of oversight and enforcement because I'm  
24 not going to get into a gray channeling area five years from  
25 now, arguing about what the Court's powers are. Because the

1 one thing I hope the parties understand is I will hold them  
2 accountable. I will do that gently. I will work with them.  
3 Mayor Bass may not get to 17,000, she may get to 12,000.  
4 Guess what. She's trying. She's trying. Good enough. I'm  
5 not getting that same thing from the County.

6 And you have been unsuccessful in getting that  
7 language. Thank you for trying.

8 MR. UMHOFER: Your Honor, let me point to the  
9 language we did have, which we are satisfied with. Which is  
10 P, Subsection 11, Subsection 2, which is the Judicial  
11 Enforcement Provision. That provision empowers this  
12 Court -- if I could just finish, Your Honor.

13 THE COURT: You can.

14 MR. UMHOFER: I really appreciate it.

15 That provision empowers this Court to enforce this  
16 agreement. And then if you go up to Section D, which is the  
17 county's obligations. Those are meaningful obligations all  
18 the way through support to the City's agreement. Very  
19 detailed. And you go all the way down, that includes the  
20 number of beds we have here.

21 And without this agreement, the Court has no  
22 ability to enforce the County's efforts with any bed. We're  
23 just in litigation for the next year or two or three. And  
24 meanwhile, we don't have a floor set on what a floor -- and  
25 let's all call it a floor -- for what the county needs to do

1 on mental health and substance use disorder.

2 THE COURT: Well, maybe the public needs the  
3 transparency if we can't reach a decent settlement  
4 concerning discovery about where these funds went. Maybe  
5 the public needs to have a voice transparently in terms of  
6 the number of beds that are made. What is wrong with  
7 litigation.

8 Now, I've been trying to settle this, as well as  
9 Judge Birotte, into the frustration level --

10 How many evenings, Michele? I can't even count  
11 them.

12 And when I'm clear about what the Court expects on  
13 the last hearing, I'm not bargaining with the parties on  
14 this. I said I need the same provisions. Everybody heard  
15 that. And you've chosen to ignore it.

16 MR. UMHOFFER: Well, Plaintiffs definitely didn't  
17 ignore it, Your Honor.

18 The final thing I would say on this, Your Honor,  
19 is in terms of transparency, there are two paths here. One,  
20 is litigation where money that could be spent in more  
21 productive ways is spent on litigation, which we're not  
22 afraid of.

23 THE COURT: I've got ways you can cut back the  
24 budget. You want to hear them? I'm just joking with you,  
25 but I'm not. I pointed out a couple of them right to begin



1 with.

2 MR. UMHOFFER: I understand, Your Honor.

3 But litigation doesn't end with this settlement.  
4 You have the extended period of enforcing this agreement  
5 with full transparency.

6 You can still demand accountability and  
7 transparency about the spending of the County and the City  
8 on these issues. Going backwards, the Court can look  
9 through, in great detail, what's under the County's  
10 obligations and continue to push the County even where there  
11 isn't a number.

12 The Court can bring the County in here and ask  
13 them if they're doing everything they can do on these issues  
14 and continue to shine a light with full transparency, with  
15 being held accountable by the media and by the different  
16 parties in this case, by the Special Master who's overseeing  
17 the City agreement. And the City agreement is particularly  
18 referenced here in this agreement. So you have a special  
19 master who's actually monitoring many of the terms of this  
20 agreement already under the City, which the County has an  
21 obligation, under this agreement, to support.

22 And that is why we think that there is  
23 sufficient -- we wouldn't have signed off on this if we  
24 didn't believe that the Court had sufficient purchase to be  
25 able to continue to shine a light on this issue, to continue

1 to bring transparency to this issue and continue to push the  
2 County beyond even the minimums that they are agreeing to in  
3 this agreement that --

4 THE COURT: I respect that, Matt. But I don't  
5 intend to shine a light on this issue. I intend to have  
6 people live up to their word when they sign a document. I  
7 intend to have the ability for accountability. And I intend  
8 to not have all of these aspirational pledges that build  
9 public confidence, only to find out three or four years or  
10 five years later that we failed.

11 So you and I both know you made a magnificent  
12 effort, and I'll put that on the record. But we know that  
13 there was a failure to reach an agreement. I know that the  
14 County's concerned about just the word "consent decree."  
15 Who wouldn't be?

16 But we've had so many consent decrees that are  
17 absolutely meaningless with federal courts trying to change  
18 and what that means three and four years into litigation.  
19 There's going to be absolute clarity here. You get me that  
20 same paragraph that the City had, oversight and enforcement,  
21 let's talk.

22 But until then, I said it before, and I'm not  
23 bargaining with you, I meant it.

24 MR. UMHOFFER: I understand, Your Honor.

25 THE COURT: Okay. Thank you very much for your

1 courtesy.

2 And now, uninterrupted, I promise you, on behalf  
3 of the County. And it's a pleasure. And just reintroduce  
4 yourself. And I'm sorry for telling you to sit down  
5 abruptly, but that's my pet peeve.

6 MS. HASHMALL: Thank you, Your Honor.  
7 Mira Hashmall for the County.

8 I want to start with echoing what I think everyone  
9 in this room has agreed is an undeniable truth.  
10 Homelessness is not going to be solved in any courtroom;  
11 this one, or in any other courthouse. It is an issue that  
12 requires coordination from our elected officials, our  
13 community leaders, and our subject matter experts.

14 The other undeniable truth is that what the County  
15 is doing on homelessness goes far beyond any settlement with  
16 the Plaintiffs, any settlement with the City. It is a  
17 significant commitment, hundreds and hundreds of  
18 millions dollars spent annually to address this crisis.

19 We had a binding settlement agreement with the  
20 Plaintiffs in October. And we came before Your Honor, and  
21 you asked the County to do more. And our County leadership  
22 stepped up, and we did more. And we now have an addendum, a  
23 binding settlement agreement between these parties, that  
24 provides significant new resources, a thousand new mental  
25 health and substance abuse disorder beds, 450 subsidies for

1 facilities that we call board and care, in shorthand.

2 But what they are, are residential facilities for  
3 individuals who are on the brink of potentially falling into  
4 homelessness. And the enhanced services that those  
5 resources will provide are going to incentivize those  
6 facilities to stay open, motivate additional providers to do  
7 that work.

8 That is on top of the significant wraparound  
9 services, the mental health, the social services that are  
10 going to be there for the city and supporting the City's  
11 settlement.

12 And, Your Honor, just to be clear, the County is  
13 already doing that work. Our enhanced outreach teams are  
14 there side by side with helping the City bring individuals  
15 inside safe.

16 Our County teams are coordinating with the  
17 providers at those new city shelters, and they are also  
18 available and reaching out and connecting individuals to the  
19 services they need, whether it's through DPSS to get  
20 financial resources or mental health to get medical and  
21 mental health care.

22 This is on top of outreach teams, both home and  
23 multidisciplinary teams, that are making a difference every  
24 day.

25 And, in addition, this agreement, this binding

1 agreement between these parties provides for the County to  
2 make property available for new development. We all know  
3 that the need for more housing is at the core of this issue  
4 for the City and the County. And working together to get  
5 more funding. Yes, this is a significant financial  
6 commitment.

7 The County already, in connection with the City  
8 and County MOU, devoted nearly \$300 million to providing new  
9 resources, 6700 beds for individuals near the freeways, and  
10 seniors experiencing homelessness. When you add this  
11 settlement, the binding settlement reached with the  
12 Plaintiff, that's over \$850 million in additional resources.

13 And make no mistake, that this settlement -- I  
14 want to clarify, these terms were approved by the board.  
15 They stand by this agreement. They stand by the County's  
16 commitment in connection with this settlement as well as  
17 everything the County is doing on homelessness.

18 It's not typical for elected officials to sign  
19 settlement agreements. I didn't see any City officials sign  
20 the City Plaintiff settlement agreement that the Court  
21 approved. But that doesn't mean that they don't stand  
22 behind it, because they do.

23 Now, you've referenced accountability, Your Honor.  
24 The County is accountable to the public and to this Court  
25 and to its constituents. And that's why this agreement

1 builds in significant reporting obligations. That  
2 transparency is available to every Angeleno who'd like to  
3 see where the County resources are working and the change  
4 that's being made.

5           And we do not believe the Court would ever be  
6 called upon to address a failure by the County under this  
7 agreement because the County is going to do the work. But  
8 if that ever happens, the Court is authorized to enforce  
9 this settlement agreement. And that is exactly, I think,  
10 the Court's concern: Will the county do what its agreed to  
11 do? Yes, is the answer. But so, too, does this provision  
12 provide a mechanism for the Court to enforce those  
13 obligations if they're not met.

14           And so the parties have now several times jointly  
15 requested that this matter be dismissed with prejudice  
16 pursuant to the settlement. And I want to reiterate that  
17 request again. And also to reiterate this is just a small  
18 piece of the puzzle, and the County is continuing to work  
19 outside of this settlement before this case, during this  
20 case, and after this case.

21           So for all those reasons, Your Honor, we do  
22 request that the Court approve the request for dismissal  
23 submitted by the parties. And, again, never doubt that the  
24 County intends to live up to these obligations and to keep  
25 doing more.

1 THE COURT: I'm never going to question your  
2 credibility. Understood?

3 MS. HASHMALL: Thank you, Your Honor.

4 THE COURT: I'm going to read something back you  
5 that you filed. And the Docket No. is 553-1 -- I'm sorry  
6 514 at 17.

7 "It provides for the Court to retain ancillary  
8 jurisdiction only if there is a breach of the agreement and  
9 only in the manner prescribed by the parties."

10 That directly contradicts what you just stated.

11 MS. HASHMALL: No, Your Honor. Respectfully, I  
12 don't think it does. This settlement has robust terms that  
13 provide for new additional county resources, support for the  
14 City Plaintiff settlement, outreach teams, a thousand new  
15 mental health and substance disorder beds, 450 new  
16 opportunities to support board and care placements and  
17 additional provisions, all subject to reporting and all  
18 subject to the Court's enforcement if those provisions  
19 aren't met. That is accountability, Your Honor. That is  
20 transparency. And that is part of the County's commitment  
21 to publicly report its successes to the entire community on  
22 a regular basis pursuant to the settlement terms.

23 THE COURT: All right. Counsel, thank you very  
24 much.

25 MS. HASHMALL: Thank you, Your Honor.

1 THE COURT: Well, first let me say that I  
2 neglected, because I got a little bit choked up, but I want  
3 to mention General Jeff for a moment. In the same breath as  
4 Tom LaBonge, two entirely different individuals amongst the  
5 400 to 600 people. And I just really had a lot of faith. I  
6 have to tell you, he said there was a homeless industrial  
7 complex. He literally took me around and I watched the  
8 double counting going on. And I'll say it.

9 Be careful how you spend your money because these  
10 figures of 22,000 are fictional. Go down to the Wellesley  
11 Clinic. Go down and sit some places and watch people check  
12 in and sign up. And the folks are doing a great job down  
13 there. But that person, after they signed up, goes next  
14 door because they just didn't get service fast enough or  
15 they're having a mental episode.

16 So you, in good faith, believe you've got 22,000  
17 or 24,000. No, you don't. You've got sign-ups down there.  
18 And sometimes multiple times.

19 So the second thing is, we went through this whole  
20 double counting with the freeway of Paul Remembers,  
21 et cetera, not with the City, but a whole set of double  
22 counting going on.

23 And I just caution you in the future, although  
24 it's none of my business, watch the Skid Row Housing Trust.  
25 If 2,000 people are now coming out, are we now going to



1 count 2,000 people going in and claiming that against the  
2 17,000 in the future? I'm just -- not my concern. But just  
3 tossing out to you how much fiction is out there when we  
4 throw out these numbers to the public. And that's causing  
5 me grave concern, signing a document with the federal  
6 court's preemtor and signature on this.

7 Well, then the public believes that the federal  
8 court is signing off in a document it believes, and we're  
9 out asking for a new bond money, which I hope you do. I'd  
10 love to be supportive of that. But I've got grave, grave  
11 concerns that the federal court's going to sign off on a  
12 document such as this, and then have that as one of the many  
13 reasons that the public should vote for increased taxes,  
14 when I'm not seeing the accountability. And by the way,  
15 neither is the governor. Let me repeat that. I think he's  
16 looking for success right now.

17 So with General Jeff, it was really a journey. I  
18 didn't have to take the police into the community. And I  
19 just want to pay tribute to Tom LaBonge and General Jeff,  
20 not to signal out any others of the 4 to 600, but I've got  
21 tell you, if you have faith and confidence, those were two  
22 really good representatives of the respective communities  
23 out there. And for whatever agreements or disagreements,  
24 there was complete transparency and candidness between us.

25 I'm not deminimizing your argument concerning the

1 funds devoted by the County. Understood? I'll put that on  
2 the record.

3 But I did raise a couple thoughts about this  
4 homeless industrial complex. And that phraseology is well  
5 taken. It's not hitting the streets. Let me repeat that.  
6 And it's not hitting the streets in the degree that the  
7 public is paying this money. And there is not the  
8 accountability out there. And that's been repeatedly said  
9 by the state treasurer. And I can read those reports back  
10 to you, but you sat through that, and you know it.

11 So the Court recognizes that this is not a class  
12 action settlement. And the terms of settlement are  
13 contingent upon the public's very approval through the  
14 board. But as the board I know is aware, it's meetings  
15 regarding approval of this agreement must be consistent with  
16 the published constitutional rights and the Brown Act's  
17 requirement that the board provide quote, "an opportunity  
18 for public comment on each specific agenda item as it's  
19 taken up," end of quote.

20 I agree with the Intervenors' concerns. I'm not  
21 going to decline to assert the public power or the public's  
22 power in this regard in terms of transparency and putting  
23 this before the public for approval or not by the board.

24 But the settlement agreement unequivocally states  
25 that its terms are contingent on the board's approval, not

1 the Court's. And that's a Docket 485-1 at 2.

2 The's effectiveness of this agreement is expressly  
3 subject to and contingent upon approval by the County's  
4 approval of settlement process, including by the Los Angeles  
5 County Claims Board and/or the County Board of Supervisors  
6 and by approval of the individual Plaintiffs. Whether it's  
7 Mayor Bass or the settlement for the 12- to 14,000 or the  
8 freeway settlement for 6,000 individuals, that number alone,  
9 that 17,000, is of a concern.

10 And it's hard if there's 40 percent of our mental  
11 and substance abuse folks, at least 25 percent of those  
12 being severely mentally impaired, it really highlights, I  
13 think, the County's lack of substantial and satisfactory  
14 action in this matter.

15 And I convey back to my friends and colleagues on  
16 the board, you have the power to reduce the number of  
17 deaths. You have the power to improve inhumane conditions  
18 on our streets. And you have the power to safeguard the  
19 public. And I don't believe that this is commensurate with  
20 the City settlement at all.

21 And by the County not using this power, the  
22 proposal for settlement lacks significant measures to hold  
23 accountable the enormous amounts of public funds being  
24 spent. And I find that this lack of oversight and  
25 accountability harms the public interest.

1           And Matt, you said it yourself, you didn't  
2 personally fail, but that procedural morass you've gotten  
3 the Court into interpretation applies if you bring a breach  
4 to the Court. It does not give the oversight and  
5 enforcement powers as set forth in the City agreement.

6           So I think that the subtlety of this from what I  
7 heard on the County's argument is, Judge, you know if you  
8 don't approve this, somehow all of this 1500's going to  
9 disappear.

10           Judge, if you don't approve this settlement  
11 agreement, gosh, what are we going do with this thousand  
12 beds?

13           You had a duty back in 2019 to get 3,000 of these  
14 beds on. And that implied concern or threat on your part  
15 that somehow you're not going to settle and back out of the  
16 1500 beds that you already have on power, shame on you if  
17 you do that. Those beds should have been given right now  
18 without bargaining with human lives as a bargaining chip in  
19 a settlement, and that 1500 should be an agreement whether  
20 you have an agreement or not that should have been done  
21 yesterday, let alone today.

22           So any implication that a nonability to settle  
23 takes away those 1500 beds, shame on you. And I mean that.  
24 You get those 1500 beds on the table whether the Court  
25 approves this or not, and you quit using this as a

1 bargaining chip in human lives. And I find that affronting,  
2 quite frankly.

3 So finally, I'll make the legal ruling in this  
4 matter. What the Court does today in no way takes away from  
5 the proposed private agreement already given to the public.  
6 And I recognize that the County has committed, and I'll say  
7 it again, at least 1450 beds, and, once again, thank you for  
8 the progress.

9 But I further recognize that the parties can reach  
10 this agreement even without the Court's approval. You can  
11 get me out of the case. You can have me not watching you  
12 anymore. You can have me not pushing you. You can have me  
13 not holding you accountable. And you can go back to  
14 litigating with a lot more lawsuits in the future.

15 But today, however, because the County's  
16 settlement terms are improper and against the public  
17 interest, and I quote that, and because the board has not  
18 signed off, I'm going to deny the parties' stipulation. I'm  
19 now lifting the stay in this matter. I am reinstating these  
20 proceedings at this time.

21 Defendant's deadline to respond to Plaintiff's  
22 second amended complaint is due in two weeks on May 3rd,  
23 2023.

24 I'm going to set a scheduling conference on this  
25 matter on May 9th of 2023, and at that time, set this matter

1 for litigation. And I'll discuss those dates with you.

2 I want to humbly thank you again. I want to thank  
3 you for the phone calls, reaching out, the communication, at  
4 least with you, and at least one other member of the board.  
5 Whether we agree or disagree, we need that kind of  
6 communication. And I humbly thank you.

7 I want to thank all of you for your patience. I  
8 leave that now to your best devices. The Court's now in  
9 recess.

10 (At 10:40 a.m. proceedings were adjourned.)

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CERTIFICATE

I hereby certify that pursuant to Section 753, Title 28, United States Code, the foregoing is a true and correct transcript of the stenographically reported proceedings held in the above-entitled matter and that the transcript page format is in conformance with the regulations of the Judicial Conference of the United States.

Date: April 21, 2023

/S/ WIL S. WILCOX

U.S. COURT REPORTER  
CSR NO. 9178

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