



October 1, 2025

The Honorable City Council; City of Los Angeles
Room 395, City Hall
200 N. Spring Street
Los Angeles, CA 90012

The Honorable Hydee Feldstein Soto
Los Angeles City Attorney
8th Floor, City Hall East
200 N. Main Street
Los Angeles, CA 90012

RE: Report R25-0463-S4: Appointment of Monitor in L.A. Alliance for Human Rights, et. al. v. City of L.A., et. al. - Proposal to Serve as Court-Appointed Monitor

Dear Honorable Members and Honorable City Attorney:

Thank you for your consideration of me to be retained as the Court-appointed independent Monitor in the matter of the L.A. Alliance for Human Rights, et. al. v. City of L.A. et. al. I submit this letter to provide a brief framework for what my approach would be to the role of Monitor - subject to the Council's authorization of the L.A. City Attorney's Office to negotiate and enter into a contract for me to serve in the role of Monitor in the aforementioned case.

I would bring to the work of Monitor my experience as the former two-term independently elected L.A. City Controller – and, notably, extensive experience in reviewing data and in preparing audits and reports. Prior reports issued during my tenure as City Controller included reviews related to homeless housing, LAHSA outreach, and encampments. I also have strong familiarity with many of the programs and players - and with the subject matter to be monitored. I will also note my years of experience as a journalist and as an attorney. I also believe my experience with City and City-related data will provide opportunities for efficiencies.

As Monitor, I would be serving as an officer of the Court – independently reporting on the City’s compliance with terms of the settlement agreement between the parties to the case. My only duty is to honestly and accurately report to the Court (and the public) on issues of compliance. I care deeply about Los Angeles and about the crucial work of helping to alleviate the many challenges of homelessness and of unhoused Angelenos. I know you share my commitment to addressing these challenges.

The City, as we all know, is in the midst of significant budget challenges as well. My goal is to do the work needed to be Monitor in the most efficient way - so as to minimize costs to the City and to preserve precious resources of the City for its work to address and to alleviate homelessness and its related impacts on all of Los Angeles. I am also committed to working with the Court; the Plaintiffs; the City, the City’s leaders and departments and offices; and other parties and resources and stakeholders.

I SCOPE OF WORK

At this moment, the parties to the litigation (namely, the City and the Alliance) may not yet fully agree on the scope and the extent of the role of Court-ordered Monitor for the above-entitled matter. Going forward, it will be crucial for the parties, along with the Judge, to be able to have a shared understanding of the scope of work, details of expectations and the work product to be issued by the Monitor. I generally leave it to the parties to come to an accord – but I am open and available, if they so wish, to assist in said endeavor. In all events, I will offer my perspectives on what will / should be needed to perform the role of Monitor in a meaningful way.

Based on my initial review, there are various materials from which one might glean the framework for the Monitor role in this matter - including settlement-related agreements, orders of the Court, and transcripts and /or minutes of the Court.

The U.S. District Court’s June 24, 2025 [Order Granting in Part and Denying in Part Plaintiff’s Motions for Settlement Compliance](#) states on page 50: “Subject to the Parties’ input, the Monitor will at least be responsible for reviewing the City’s data prior to publication of its quarterly reports, verifying the numbers reported, engaging with the Parties and LAHSA to resolve data issues, and providing public reports on data compliance.” Page 54 of the Order further states: “The Monitor provided for in Section 7.2 will also be responsible for reviewing whether offers of shelter or housing were made to those whose belongings are counted as encampment reductions. It is expected that the City be able to provide the name of the shelter or housing that was offered and available for each encampment reduction, but the details of what documentation is required will be finalized by the Monitor in consultation with the Parties.” Page 56 of the Order further states that the City shall: “Report encampment reduction data consistent with the Court’s definition beginning in the October 2025 quarterly report and provide accompanying data on shelter or housing offers to the Monitor.”

On Sept. 24, 2025, Counsel for the City, Khan A. Scolnick, of the firm Gibson, Dunn & Crutcher LLP, prepared a Proposed Scope of Work. On Sept. 25, 2025, Elizabeth Mitchell, counsel for plaintiff (Alliance) of the firm of Umhofer, Mitchell & King LLP prepared a redlined and amended Proposed Scope of Work. On Sept. 30, 2025, another further amended draft version of proposed work was conveyed to me by the Office of the L.A. City Attorney, entitled: "Proposed Scope of Work for Monitor Pursuant to Section 7.2 of the Settlement Agreement between Plaintiffs and the City of Los Angeles (Dkt. No. 429-1)".

The parties to the litigation, in consultation with the Monitor, will need to reach agreement on what will be the stated Scope of Work. Further, all parties will need to come into accord regarding expectations related to the extent and interpretation of terms such as review, public reports, field work, etc. Understanding the expectations will be crucial to satisfying the parties and the Court.

Pending an agreement of the parties, the proposal outlined hereinbelow is based on the Sept. 30, 2025 Proposed Scope of Work referenced hereinabove from the City Attorney's Office. I offer herein a framework of how I would perform the work of a Monitor - subject to the parties coming into some form of accord. Said proposal shall, of necessity, be subject to more detailed conversations of, and with, the parties - and a more detailed agreement to be negotiated with the City Attorney's Office - in order to, hopefully, arrive at definitive terms of my retention as a Monitor by the City.

II. DATA VALIDATION

In a Sept. 12 Joint Submission to Court by parties it was stated: "LA Alliance believes that the appointed monitor will need to be assisted by a team with the requisite data, technological, and infrastructure training, knowledge, and experience at the City's cost. The City believes that it is premature to decide whether such a team will be necessary and that the need for such a team should be resolved in consultation with the monitor once approved by the Court and City Council." Thereafter, according to the Sept. 16, 2025 minutes of a hearing conducted by the Court, "By stipulation of the parties, Daniel Gerrie (sic) and Ron Galperin are selected as the proposed Third Party Monitors pending Los Angeles City Counsel (sic) approval."

What remains unclear are the precise intentions and wishes of the parties and of the Court in terms of Monitor responsibilities, division of labor, reporting etc. I connected twice with Mr. Garrie about what our approach might be best in terms of monitoring. Thereafter he submitted an independent outline of a proposal for consideration by the City Council - and I am now herein submitting mine. How all this is to work would need to come into focus - along with a clear framework for accountability and the avoidance of confusion and of duplication.

III. STRUCTURE:

I would propose the following:

- Monitor: As a Monitor, I would seek to provide overall I would seek to execute on the priorities outlined hereinabove and to coordinate with City staff as needed, to keep all of the parties up-to-date and informed and to execute on said priorities and the agreed-upon Scope of Work.
- Data Validation – The more technical aspects of validating data will be a vital component of overall monitoring. Given my experience as the elected City Controller for almost a decade, I believe I have the knowledge and capacity to work through complex data issues. That said, as the Scope of Work and deliverables become more clear and precise, the services of a data expert may be helpful. Such expertise might include identifying the technical tools, programs, apps and methods needed for effective data verification – for instance, specifying what data access a Monitor’s team should obtain from City and other databases, or recommending a software platform for processing encampment data. Some data is also likely to be sensitive (including personal information of individuals being placed for housing). The guidance of a data expert might include how to deal with such issues in order to lawfully access and protect the integrity thereof.

Insofar as the City has been proffered a separate data proposal from Daniel Garrie, I will defer to the Council’s judgment as to how it would like to handle the matter. I will note that items under the Priorities Section, hereinbelow, that I have designated in *ITALICS*, indicate those items that may need the consultation of a data expert as a supplement to this proposal - and as items for which the City might expect to be separately billed. I can and will also consult with the CAO, ITA, the L.A. Controller’s Office and LAHSA regarding their data. I am prepared to work collaboratively with Mr. Garrie on data-specific matters or to separately retain data-specific services as-needed with consent granted therefor.

IV. PRIORITIES:

The following would be my priorities as a Monitor:

- Phase I - Establishment of Framework:
 - Memorialize a clear wholly agreed-upon Scope of Work;
 - Clarify expectations for the Scope of Work and work product(s);
 - Initial fact-finding;
 - Confer with all parties to the case, and with relevant elected and appointed officials and managers;
 - Confer with various involved stakeholders - including City and County departments, LAHSA, service providers and others with knowledge and expertise;

- *Determine sources of data;*
- *Assess accessibility and accuracy of data;*
- *Develop models for data validation and tracking;*
- *Develop public-facing model for reporting;*

- Develop standards for compliance;
- Develop issue resolution process; Develop reporting model to Court;
- Develop timeline for all reports; and
- Develop plans for communications to parties and to the public.

- Phase IA - Produce First Quarterly Report on compliance, incorporating reporting on the work undertaken in Phase I:

- Phase II - Ongoing - Produce subsequent quarterly reports:
 - Quarterly reports;
 - *Data validation;*
 - Status reports to the Court and the parties;
 - As-needed site visits;
 - Issue(s) resolution;
 - Updates and amendments to Scope of Work, as-needed;
 - Conferring with the parties;
 - Meetings; and
 - Oversight.

V. COMPENSATION

As someone who cares deeply about our City, its finances, and the crisis of homelessness in our midst, I am also very cognizant of the need for cost management and control. Moreover, I am acutely aware of the legitimate concerns of City leaders about how hourly-rate-based City consulting/service agreements can quickly escalate into larger-than-expected bills. And so I seek to balance herein the needs of the City, its budgetary restraints, and the inevitable and unavoidable costs of the work and time and expertise needed to fulfill the Monitor role to the satisfaction of the parties – and of the Court. Accordingly, I would propose set fees, with an agreed-upon limit on hours. \$100,000 for Phase I, \$100,000 for Phase IA (including the first quarterly report), and \$72,000 per quarter thereafter through the end of the term of the Alliance settlement agreement (June 30, 2027). The fees for Phase I and Phase IA would be subject to a time cap of 125 hours each, and the quarterly fees in Phase II for the quarters subsequent to the first reporting quarter would each be subject to a cap of 90 hours. Said work would be performed by a combination of me, and other professionals chosen by me to complete the Scope of Work and timely and regularly complete deliverables. The time for clerical/secretarial/scheduling assistance would be separately billed monthly at a rate of \$45 per hour (not to exceed 20 hours per week).

I anticipate that the work needed can be completed within the allotted time caps - and I would agree not to exceed said time caps except with the express written consent of the City Attorney's Office. In the unlikely event that it becomes necessary to exceed said caps, the additional hours would be charged based on a blended professional hourly rate of \$800 and a rate of \$45 per hour clerical/secretarial/scheduling assistance - but only with prior written consent. Should the time needed to perform the work of Monitor come to be markedly less than the time caps, I would seek to discuss how the City might be credited therefor.

As noted hereinabove, I would anticipate that the cost of specific expert data validation professional services, as needed, would be separately billed to and paid by the City. My goal, however, would be to see such services be reasonably tailored and cost-limited.

VI. CONCLUSION

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Galperin", with a long horizontal flourish extending to the right.

Ron Galperin