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THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 1 HON. SAMANTHA P. JESSNER, JUDGE

COUNTY OF LOS ANGELES,)
)
PETITIONER/PLAINTIFF(S),)CASE NO. 20STCP01480
)AND RELATED CASE
CITY OF NORWALK; CITY OF BELL)20STCV15440
GARDENS; CITY OF LYNWOOD; AND)
DOES 3-10, INCLUSIVE,)
)
RESPONDENT/DEFENDANT(S).)

REPORTER'S TRANSCRIPT OF PROCEEDINGS
MAY 5, 2020

APPEARANCES OF COUNSEL ON FOLLOWING PAGE

REPORTED BY:
LISA A. AUGUSTINE, RPR, CSR #10419
OFFICIAL COURT REPORTER PRO TEMPORE

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ALSO PRESENT: THOMAS K. BOURKE, BYRON MC LAIN, JONATHAN
EISENBERG, AND DANIELLA GUTIERREZ.

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MAY 5, 2020

CHRONOLOGICAL INDEX OF WITNESSES

DIRECT CROSS REDIRECT RE CROSS

(NONE)

EXHIBITS

MARKED RECEIVED

(NONE)

1 CASE NUMBER: 20STCP01480

2 CASE: COUNTY OF LOS ANGELES V. CITY OF NORWALK, ET AL
3 LOS ANGELES, CALIFORNIA - TUESDAY, MAY 5, 2020

4 DEPT. 1 HON. SAMANTHA P. JESSNER, JUDGE

5 APPEARANCES: (AS HERETOFORE NOTED.)

6 REPORTER: LISA A. AUGUSTINE, CSR. NO. 10419

7 TIME: 1:34 P.M.

8 ---OOO---

9 THE COURT: THIS IS THE JUDGE SAMANTHA JESSNER. I
10 WILL NOW HANDLE COUNTY OF LOS ANGELES VERSUS CITY OF
11 NORWALK; 20STCP01480, AS WELL AS CITY OF BELL GARDENS
12 VERSUS BELL GARDENS HOSPITALITY; 20STCV15440. I'M GOING
13 TO MARCH THROUGH THE COURTCALL LIST AND TAKE ROLL BECAUSE
14 IT'S A BIT MORE ORDERED TO DO IT IN THAT FASHION. NO NEED
15 TO SAY "GOOD AFTERNOON." I'M SURE YOU ALL WISH ME AND
16 EACH OTHER A GOOD AFTERNOON. JUST INDICATE THAT YOU'RE
17 THERE WHEN I SAY YOUR NAME.

18 OKAY. SO I'M GOING TO START WITH THE STCP
19 MATTER IN TERMS OF CALLING ROLL. SO -- HOLD ON.

20 SO ON BEHALF OF THE PLAINTIFF DO I HAVE
21 MR. MILLER?

22 MR. MILLER: HERE, YOUR HONOR. AND MS. HASHMALL.

23 MS. HASHMALL: I'M HERE, YOUR HONOR.

24 THE COURT: AND MR. YOUNG ON BEHALF OF THE COUNTY
25 OF LOS ANGELES.

26 UNIDENTIFIED MALE SPEAKER: HE'S NOT HERE, YOUR
27 HONOR.

28 THE COURT: THANK YOU. DO I HAVE FROM COUNTY

1 COUNSEL -- FROM THE OFFICE OF COUNTY COUNSEL MR. FAUGHNAN?

2 MR. FAUGHNAN: HERE, YOUR HONOR.

3 THE COURT: I'M STILL PROBABLY PRONOUNCING THAT
4 WRONG. FORGIVE ME.

5 MR. FAUGHNAN: CLOSE.

6 THE COURT: DO I HAVE MR. CASTRO-SILVA?

7 MR. CASTRO-SILVA: YES, YOUR HONOR.

8 THE COURT: DO I HAVE MISS BLACK?

9 MS. BLACK: YES, YOUR HONOR.

10 THE COURT: AND ON BEHALF OF THE MONITOR, DO I
11 HAVE MR. MC LAIN?

12 MR. MC LAIN: HERE, YOUR HONOR.

13 THE COURT: OKAY. LET ME NOW GO TO DEFENDANTS
14 THEN I'LL FINISH OUT WITH A FEW MORE APPEARANCES.

15 SO DO I HAVE MR. LAM FROM THE OLIVAREZ --

16 MR. LAM: YES, YOUR HONOR.

17 THE COURT: ON BEHALF OF THE CITY OF NORWALK?
18 OKAY. AND DO I HAVE MR. CAMPION FOR THE CITY OF BELL
19 GARDENS? ACCORDING TO THE COURTCALL LIST YOU'RE ALSO
20 APPEARING -- YES, YOU SHOULD BE APPEARING IN THE OTHER
21 MATTER.

22 MR. CAMPION: YES.

23 THE COURT: DO I HAVE MR. GALLAGHER?

24 MR. GALLAGHER: HERE, YOUR HONOR.

25 THE COURT: AND MR. MADRUGA.

26 MR. MADRUGA: YES, YOUR HONOR, I'M HERE.

27 THE COURT: DO I HAVE MR. EISENBERG ON BEHALF OF
28 GOVERNOR NEWSOM?

1 MR. EISENBERG: PRESENT, YOUR HONOR.

2 THE COURT: AND IT SOUNDS -- IT LOOKS LIKE I ALSO
3 HAVE A COURT REPORTER, MS. AUGUSTINE; IS THAT CORRECT?

4 MS. REPORTER: YES, YOUR HONOR.

5 THE COURT: DID I OMIT ANYONE ON THE 20STCP
6 MATTER?

7 OKAY. I'LL TAKE SILENCE AS A NO.

8 SO LET ME NOW CALL -- UNDERTAKE TO DO THE
9 SAME AS THE CITY OF BELL GARDENS VERSUS BELL GARDENS
10 HOSPITALITY MATTER, THE STCV MATTER, WHICH IS SOMEWHAT
11 REDUNDANT BUT I'M JUST GOING TO DO THIS FOR THE SAKE OF
12 THE RECORD.

13 FOR THE MOVING PARTY DO -- I HAVE
14 MR. MADRUGA; CORRECT?

15 MS. MADRUGA: CORRECT.

16 THE COURT: MR. GALLAGHER?

17 MR. GALLAGHER: YES.

18 THE COURT: MR. CAMPION?

19 MR. CAMPION: YES, YOUR HONOR.

20 THE COURT: OKAY. AND THEN FOR BELL GARDENS
21 HOSPITALITY, MR. BOURKE.

22 MR. BOURKE: YES, YOUR HONOR. IT'S SPELLED
23 BOURKE; PRONOUNCED BERK.

24 THE COURT: THANK YOU.

25 ALL RIGHT. AND THEN FOR THE COUNTY OF LOS
26 ANGELES I HAVE MR. MILLER AND MISS HASHMALL; CORRECT?

27 MR. MILLER: YES, CORRECT.

28 MS. HASHMALL: YES.

1 THE COURT: AND I HAVE MR. CASTRO-SILVA. AND
2 MR. FAUGHNAN AND MISS BLACK FROM THE OFFICE OF COUNTY
3 COUNSEL.

4 MR. CASTRO-SILVA: THAT'S CORRECT.

5 THE COURT: AND I ALSO HAVE THE COURT REPORTER ON
6 THIS MATTER AS WELL. DID I OMIT TO CALL THE NAME OF
7 ANYBODY ON THE 20STCV MATTER?

8 OKAY. I'LL TAKE SILENCE AS A NO. ALL
9 RIGHT. SO I'M GOING TO HANDLE THE HEARING IN A SIMILAR
10 FASHION IN TERMS OF THE ORGANIZATION OF THE HEARING AS I
11 DID A WEEK OR SO AGO ON THE 20STCP01480 MATTER.

12 SO LET ME SUMMARIZE, AND IT REALLY IS JUST A
13 SUMMARY OF THE ARGUMENTS, IN THE COUNTY OF LOS ANGELES
14 VERSUS CITY OF NORWALK MATTER.

15 MR. GALLAGHER: YOUR HONOR, PLEASE FORGIVE ME.
16 PLEASE FORGIVE THE INTERRUPTION. THIS IS TERENCE
17 GALLAGHER ON BEHALF OF THE CITY OF BELL GARDENS.

18 I WOULD LIKE TO BRING A PROCEDURAL MATTER TO
19 THE COURT'S ATTENTION WITH MY APOLOGIES, BUT WE FOUND OUT
20 AT 9:00 LAST NIGHT, AND WAS CONFIRMED WITH A CALL OF
21 MR. MILLER THIS MORNING, THAT MY FIRM HAS A CONFLICT OF
22 INTEREST THAT ARISES FROM OUR PRIOR REPRESENTATION OF THE
23 COUNTY ON A PENDING, UNRELATED LITIGATION MATTER THAT
24 TENDS TO COMPEL US TO WITHDRAW AND PRECLUDE US FROM ANY
25 ORAL ARGUMENT HERE TODAY.

26 WE HAD REQUESTED THAT THE COUNTY AGREE TO A
27 BRIEF CONTINUANCE SO THAT WE COULD TRY TO GET THE CITY
28 DIFFERENT COUNSEL, BUT THAT WAS DECLINED. SO I JUST

1 WANTED TO RAISE THAT TO THE COURT.

2 MR. MADRUGA: AS WELL THE --

3 MR. GALLAGHER: WE HAD REQUESTED THE WAIVER, AND
4 MR. MADRUGA CAN SPEAK TO THE DETAILS OF THAT, IS MY
5 UNDERSTANDING AS OF FRIDAY THAT WAS FORTHCOMING, AND 9:00
6 LAST NIGHT WE FOUND OUT THAT MAY NOT HAPPEN, AND WE FOUND
7 OUT FOR SURE AT ABOUT 9:00 AM THIS MORNING FOLLOWING -- OR
8 10:00 AM FOLLOWING THE HEARING.

9 SO I WANTED TO BRING THAT TO THE COURT'S
10 ATTENTION AS SOON AS POSSIBLE.

11 MR. MADRUGA: THAT'S CORRECT, YOUR HONOR. THIS IS
12 MR. MADRUGA.

13 AND GIVEN THE CONFUSION OVER WHETHER A
14 WAIVER WOULD BE FORTHCOMING ON FRIDAY, IT'S NOW TUESDAY,
15 AND AS TERENCE GALLAGHER POINTED OUT, WITH OUR
16 CONVERSATION WITH MORNING, SOUNDS LIKE THE WAY WE WILL NOT
17 BE COMING, AND I DON'T THINK IT'S APPROPRIATE FOR US TO
18 CONTINUE IN OUR REPRESENTATION, AND I DON'T WANT TO
19 PREJUDICE ANYBODY ONE DIRECTION OR THE OTHER, EITHER THE
20 COUNTY OR THE CITY OF BELL GARDENS.

21 SO INsofar AS THAT BEING DISCLOSED, YOUR
22 HONOR, CAN PROCEED HOWEVER YOU WOULD LIKE. BUT I THINK WE
23 NEED TO, AND WE HAVE A PLAN IN PLACE, AND REACHED OUT TO
24 OTHER COUNSEL, FOR THE PURPOSE OF US WITHDRAWING. SO
25 THAT'S IN THE WORKS.

26 AND I DON'T WANT TO DELAY ANYTHING FURTHER,
27 BUT WE JUST -- AS MR. GALLAGHER POINTED OUT, WANT TO
28 DISCLOSE THAT SO THAT WE WOULD BE BACK IN YOUR HANDS.

1 MR. MILLER: YOUR HONOR, THIS IS MR. MILLER. CAN
2 I BRIEFLY BE HEARD ON THAT?

3 THE COURT: SURE.

4 MR. MILLER: THERE MAY BE A CONFLICT. WE'RE
5 LOOKING AT THE WHOLE ISSUE. IF THERE IS THEY KNEW ABOUT
6 IT WHEN THEY FILED ONE LAWSUIT AND TOOK ON THE DEFENSE OF
7 THE OTHER LAWSUIT. AND THAT WAS SOMETIME AGO -- A WEEK OR
8 TWO AGO. I SEE THIS AS A STALL TACTIC. WE WANT TO GO
9 FORWARD WITH THE TRO HEARINGS TODAY. TO THE EXTENT THEY
10 WANT A WAIVER FOR TODAY I HAVE NO PROBLEM WITH THEM
11 ARGUING IN SUPPORT OF THEIR POSITION TODAY. BUT WE'RE NOT
12 GOING TO GIVE A BLANKET WAIVER. I'D HAVE TO GO TO THE
13 BOARD OF SUPERVISORS. IT'S A MORE INVOLVED MATTER. WE
14 WANT TO GO FORWARD TODAY. THIS IS A VERY DIRE SITUATION
15 AND I REALLY BELIEVE THEY'RE TRYING TO SLOW MO IT.

16 MR. MADRUGA: I CAN SHORTCUT THAT, YOUR HONOR. WE
17 HAVE NO INTENTION OF DELAYING IF ALL PARTIES, INCLUDING
18 THE COUNTY, AS MR. MILLER HAS REPRESENTED, WOULD LIKE TO
19 GO FORWARD SINCE WE'RE ALL PRESENT AND WOULD WAIVE THE
20 CONFLICT FOR PURPOSES OF TODAY'S HEARING. ABSOLUTELY.
21 LET'S GET IT DONE. WIN, LOSE, OR DRAW WE'LL MOVE FORWARD
22 WITH THE COURT'S RULING, HOWEVER THAT MAY BE, AND WE CAN
23 ADDRESS THE POTENTIAL CONFLICT LATER. WE HAVE NO
24 INTENTION OF MOVING THIS HEARING. WE ONLY RAISED IT TO
25 AVOID THE APPEARANCE OF IMPROPRIETY.

26 THE COURT: OKAY. WELL, THANK YOU, MR. GALLAGHER
27 AND MR. MADRUGA FOR BRINGING THAT TO THE COURT'S
28 ATTENTION.

1 SO I THINK WHAT I'M HEARING, THEN, THAT THE
2 PARTIES ARE READY TO PROCEED AND THERE'S NO OBJECTION TO
3 THE OLIVAREZ/MADRUGA FIRM REPRESENTING THE CITY OF BELL
4 GARDENS FOR PURPOSES OF THIS HEARING ONLY. IS THAT A FAIR
5 STATEMENT, MR. MADRUGA?

6 MR. GALLAGHER: YES, YOUR HONOR.

7 MR. MADRUGA: YES, YOUR HONOR.

8 THE COURT: AND, MR. MILLER, I DON'T WANT TO SORT
9 OF STEP TOO FAR, BUT DO YOU FEEL COMFORTABLE THAT YOU HAVE
10 THE AUTHORITY TO WAIVE THE CONFLICT JUST FOR PURPOSES OF
11 THIS HEARING ON BEHALF OF THE COUNTY?

12 MR. MILLER: YES. JUST FOR THIS HEARING TODAY,
13 NOT OTHERWISE.

14 MR. CAMPION: IF I CAN INTERJECT FOR A SECOND.
15 THIS IS MICHAEL CAMPION.

16 I JUST WANT TO MAKE SURE THAT THIS ISN'T A
17 WAIVER AND MR. MILLER IS AUTHORIZED TO MAKE THE PRIVILEGE
18 GO TO THE CLIENT. I DON'T KNOW WHETHER OR NOT HE'S TALKED
19 TO THE CLIENT ABOUT THIS, BUT I WANT TO BE SURE.

20 THE COURT: WELL, MR. CAMPION, IT SEEMS TO THE
21 COURT THAT I JUST ASKED THAT VERY QUESTION. IS THERE
22 SOMETHING ABOUT THE COURT'S QUESTION AND MR. MILLER'S
23 ANSWER THAT DOESN'T ADDRESS WHAT YOU JUST SAID?

24 MR. CAMPION: NO, YOUR HONOR. BUT I JUST SPENT
25 THE LAST FIVE DAYS HEARING ONE WAY OR THE OTHER WAY ABOUT
26 A WAIVER. I SUPPOSE A REPRESENTATION MAKES ME NATURALLY
27 SUSPICIOUS.

28 THE COURT: OKAY. FAIR ENOUGH. I'M AT A BIT OF A

1 DISADVANTAGE BECAUSE I'M HEARING ABOUT THIS FOR THE FIRST
2 TIME RIGHT NOW AND I CERTAINLY --

3 MR. CAMPION: I UNDERSTAND.

4 THE COURT: -- WHATEVER CONVERSATIONS THAT YOU HAD
5 FOR THE LAST FIVE DAYS. I DON'T KNOW IF YOUR
6 CONVERSATIONS WERE ABOUT A BLANKET WAIVER OR JUST A
7 SPECIFIC WAIVER TO ALLOW YOUR LAW FIRM TO BE ABLE TO
8 APPEAR AND ADVOCATE ON BEHALF OF BELL GARDENS TODAY.

9 MR. CAMPION: I CERTAINLY UNDERSTAND, YOUR HONOR.
10 SORRY, I DIDN'T MEAN TO INTERRUPT.

11 THE COURT: NO. NO. IT'S OKAY. IT'S THE NATURE
12 OF COURTCALL.

13 BUT WHAT I'M SAYING IS WITH THE LIMITED
14 WAIVER, WHICH IS TO WAIVE ANY CONFLICT OF INTEREST AND
15 ALLOW ONE OF YOU ALL FROM THE OLIVAREZ FIRM TO ARGUE
16 TODAY, GIVEN BY MR. MILLER, WHO REPRESENTS THAT HE HAS THE
17 POWER AND AUTHORITY TO WAIVE ON BEHALF OF THE COUNTY, IS
18 THERE SOMETHING ELSE THAT YOU WOULD LIKE THE COURT TO ASK
19 OR OBTAIN FROM THE COUNTY?

20 MR. CAMPION: SORRY. NOT AT ALL, YOUR HONOR. I
21 JUST WANT IT TO BE VERY CLEAR ON THE RECORD.

22 THE COURT: OKAY. ALL RIGHT. SO I AM GOING TO
23 PROCEED HAVING AT LEAST ATTEMPTED TO RESOLVE THAT ISSUE.
24 BUT I DO -- THANKS FOR BRINGING IT TO MY ATTENTION.

25 OKAY. SO IN THE COUNTY OF LOS ANGELES
26 VERSUS CITY OF NORWALK, ET AL CASE, THE COURT HAS BEEN
27 PRESENTED WITH AN EX PARTE APPLICATION FILED ON BEHALF OF
28 THE COUNTY THAT SEEKS A TEMPORARY RESTRAINING ORDER, AN

1 OSC RE PRELIMINARY INJUNCTION, AGAINST THE CITY OF BELL
2 GARDENS, MORE SPECIFICALLY THE COUNTY IS ASKING THE COURT
3 TO ISSUE A TEMPORARY RESTRAINING ORDER ORDERING BELL
4 GARDENS TO COMPLY WITH THE EMERGENCY SERVICES ACT, THE
5 GOVERNOR'S EXECUTIVE ORDERS, AND THE COUNTY PUBLIC HEALTH
6 OFFICER'S ORDERS, BY ALLOWING THE COUNTY TO IMPLEMENT ITS
7 TEMPORARY EMERGENCY HOUSING PROGRAM.

8 IN ADDITION, THE COUNTY IS SEEKING A
9 TEMPORARY RESTRAINING ORDER ENJOINING BELL GARDENS FROM
10 ENFORCING THE BELL GARDENS MORATORIUM AND ENJOINING BELL
11 GARDENS FROM TAKING ANY ACTION INTENDED TO PROHIBIT OR
12 INHIBIT THE ABILITY OF BUSINESSES IN BELL GARDENS TO
13 PARTICIPATE IN THE COUNTY'S TEMPORARY EMERGENCY HOUSING
14 PROGRAM.

15 AND SO THE SITUATION IS AS FOLLOWS: AS YOU
16 ALL, AND NOW I AM FAMILIAR WITH, THERE WERE TWO EXECUTIVE
17 ORDERS ISSUED BY THE GOVERNOR: N2520 AND N3220. AS A
18 RESULT OF THE EXECUTIVE ORDERS, IN ADDITION TO THE STATE
19 OF EMERGENCY THAT WAS DECLARED BY THE GOVERNOR, AS WELL AS
20 COUNTY AND LOCAL MUNICIPALITIES, THE GOVERNOR HAS
21 IMPLEMENTED TWO EMERGENCY HOUSING PROGRAMS: ONE IS
22 PROJECT ROOM KEY, WHICH WAS DISCUSSED IN CONNECTION WITH
23 THE COUNTY OF LOS ANGELES' TRO APPLICATION WITH REGARD TO
24 THE CITY OF NORWALK; AS WELL AS WHAT IS REFERRED TO IN THE
25 PAPERS AS THE Q AND I FACILITIES, OR QUARANTINE AND
26 ISOLATION FACILITIES, WHICH ARE FACILITIES WHERE PERSONS
27 CAN RECOVER FROM SYMPTOMS OF THE COVID-19 VIRUS AND
28 ISOLATE THEMSELVES SO THAT THEY DO NOT SPREAD -- OR

1 MINIMIZE THE SPREAD OF THE VIRUS TO OTHERS. THESE ARE
2 GENERALLY PEOPLE THAT DO NOT REQUIRE HOSPITALIZATION AND
3 CAN BE CARED FOR IN A WAY THAT PROTECTS THE COMMUNITY AND
4 DOESN'T OVERBURDEN THE HEALTHCARE SYSTEM.

5 SO THIS WAS A LITTLE BIT DIFFERENT THAN THE
6 PROJECT ROOM KEY POPULATION, IF YOU WILL, IN THAT THE
7 PROJECT ROOM KEY POPULATION THAT WAS AT ISSUE WITH REGARD
8 TO THE HOTEL IN THE CITY OF NORWALK, PERSONS THAT WERE NOT
9 EXHIBITING SYMPTOMS OF THE COVID-19 VIRUS, BUT WERE
10 PERSONS LIKE ALL OF US THAT COULD DEVELOP SYMPTOMS, AND
11 WERE BELIEVED, BECAUSE OF HOMELESSNESS, TO BE A VULNERABLE
12 POPULATION, AND GIVEN THE CHARACTER AND THE NATURE OF HOW
13 ONE LIVES WHO'S HOMELESS, AND HOW ONE GETS HER MEALS WHO
14 IS HOMELESS, ARE MORE SUSCEPTIBLE TO CONTRACTING THE
15 VIRUS.

16 SO THE QUARANTINE AND ISOLATION FACILITIES,
17 UNDER THESE EXECUTIVE ORDERS, AS WELL AS THE POWERS THAT
18 FLOW FROM THE EMERGENCY SERVICES ACT, ARE INTENDED TO HAVE
19 INDIVIDUALS THAT HAVE BEEN DIAGNOSED WITH, OR LIKELY TO
20 HAVE THE COVID-19 VIRUS AND THE NEED TO ISOLATE THEMSELVES
21 IN A HOME OR A RESIDENCE OF SOME SORT.

22 SO SPECIFIC TO THIS MATTER THE DEFENDANT IN
23 THE OTHER CASE, THE BELL GARDENS HOSPITALITY, I CALL IT
24 THE HOTEL, CONTRACTED WITH THE COUNTY ON APRIL 7TH TO
25 PROVIDE ROOMS AT THE HOTEL FOR PERSONS THAT WERE
26 IDENTIFIED AND THEN REFERRED TO THE PROGRAM TO STAY AT THE
27 HOTEL FOR A PERIOD OF TIME AND BE TREATED FOR THE VIRUS,
28 AS WELL AS TO BE PROVIDED WITH OTHER SERVICES THAT WERE ON

1 SITE.

2 THE OCCUPANCY AGREEMENT SPECIFICALLY
3 REFERENCED IN RESPONSE TO THE COVID-19 VIRUS, OR
4 SPECIFICALLY REFERENCES THAT IT IS IN RESPONSE TO THE
5 COVID-19 VIRUS, AND DIRECTLY RELATED TO EMERGENCY AND
6 NECESSARY PRESERVATION OF PUBLIC HEALTH AND SAFETY, AFTER
7 THE CONTRACT WAS ENTERED INTO, AND THERE WERE DECLARATIONS
8 THAT WERE FILED IN SUPPORT OF THE HOTEL'S OPPOSITION IN
9 THE OTHER MATTER, WHICH WENT INTO GREAT DETAIL ABOUT WHO
10 KNEW WHAT WHEN, MORE SPECIFICALLY WHEN HOTEL EMPLOYEES
11 COMMUNICATED WITH CITY AND FIRE AND POLICE OFFICIALS AND
12 WHAT WAS SAID.

13 THE BOTTOM LINE BEING THAT ON APRIL 13TH
14 THERE WAS A WALK-THROUGH OF THE HOTEL WITH VARIOUS CITY
15 OFFICIALS, AND I THINK THE POLICE CHIEF AS WELL AS PERHAPS
16 THE FIRE CHIEF, THERE WERE TOWN HALL MEETINGS THE
17 FOLLOWING DAY DURING WHICH ABOUT 70 QUESTIONS ABOUT THIS
18 FACILITY AND THE PROGRAM WERE ANSWERED, AND THE RESIDENTS,
19 WHICH, I THINK, ARE JUST ABOVE ABOUT 100, AND I MAY HAVE
20 THAT NUMBER SLIGHTLY WRONG, THE RESIDENTS HAD BEEN MOVED
21 IN PRIOR TO THIS. I THINK THEY HAD MOVED IN AROUND APRIL
22 8TH. AND THEN ON APRIL 15TH THE CITY WROTE A LETTER TO
23 THE HOTEL THREATENING A LAWSUIT AND TERMINATION OF THE
24 LEASE.

25 AND I'LL GET INTO POLICE WHEN I DISCUSS THE
26 OTHER CASE.

27 ON APRIL 23RD THE CITY FILED THE LAWSUIT,
28 AND THEN ON APRIL 27TH THE CITY COUNCIL PASSED THE

1 MORATORIUM THAT IS AT THE CENTER OF THIS PARTICULAR
2 LAWSUIT. AND THE MORATORIUM PROVIDED, IN PART, THAT
3 OWNERS AND OPERATORS OF HOTELS/MOTELS SHALL FIRST APPLY TO
4 THE CITY IN WRITING FOR ANY PROPOSED USE OF CITY MOTELS
5 AND HOTELS FOR THE SHELTERING OF HOMELESS INDIVIDUALS OR
6 ANY OF THE ACTIVITIES DESCRIBED IN SECTION 4.

7 THE MORATORIUM ALSO DIRECTS THE CITY MANAGER
8 TO PREPARE APPROVAL POLICIES AND FORMS TO BE APPROVED AND
9 RATIFIED BY THE CITY COUNCIL. AND IT FURTHER STATES THAT
10 ALL REQUESTS SHALL SATISFY THE BASELINE REQUIREMENTS OF
11 SECTION 9.20.103 FOR EMERGENCY SHELTERS, THE BELL GARDENS
12 MUNICIPAL CODE, AND OTHER CRITERIA AS MAY BE ADOPTED BY
13 THE CITY COUNCIL.

14 AND THEN IT ALSO STATES THAT BELL GARDENS
15 SHALL BE UNDER NO OBLIGATION TO CONSIDER OR PROCESS
16 REQUESTS UNTIL SUCH TIME AS THE POLICIES REFERENCED ABOVE
17 ARE APPROVED.

18 SO ON MAY 1ST, 2020, BELL GARDENS FILED AN
19 EX PARTE APPLICATION FOR A TRO AGAINST THE HOTEL, WHICH IS
20 THE SUBJECT OF 20STCV15440. THE COUNTY IS NOT NAMED AS A
21 DEFENDANT IN THAT LAWSUIT. AND THEN THE COUNTY FILED A
22 FIRST AMENDED COMPLAINT IN THIS ACTION ADDING BELL GARDENS
23 AND LYNWOOD.

24 SO THAT'S SORT OF THE BACKGROUND FOR THE
25 FACTS IN CONTENTION IN THIS MATTER. AND IN THE OTHER
26 MATTER IT PRESENTS ITSELF IN A SLIGHTLY DIFFERENT POSTURE
27 IF YOU WILL.

28 SO IN THE CITY OF BELL GARDENS VERSUS BELL

1 GARDENS HOSPITALITY, WHAT IS AT ISSUE IN THAT CASE IS A
2 GROUND LEASE.

3 SO MORE SPECIFICALLY -- I'M LOOKING AT MY
4 NOTES. BEAR WITH ME FOR A MOMENT.

5 OKAY. HERE WE GO. SO WHAT IS AT ISSUE IN
6 THAT CASE IS -- AND I'LL JUST SORT OF LAY THIS ALL OUT
7 BEFORE I HEAR FROM THE ATTORNEYS -- IS THE FOLLOWING:

8 THE CITY OF BELL GARDENS, IN THE CASE ENDING
9 440, SEEKS A PRELIMINARY INJUNCTION RESTRAINING AND
10 ENJOINING BELL GARDENS HOSPITALITY FROM ADMITTING,
11 PERMITTING TO BE ADMITTED, ACCEPTING FOR CARE OR SHELTER
12 ANY NEW RESIDENTS AT THE HOTEL AND OPERATING THE EMERGENCY
13 MEDICAL SHELTER IN A MANNER THAT DEVIATES FROM THE
14 MEASURES ANNOUNCED BY THE COUNTY TO SECURE THESE
15 FACILITIES, AND ALSO ASK FOR A TEMPORARY RESTRAINING ORDER
16 WITH REGARD TO THE SAME. IT'S BROUGHT PURSUANT TO CCP
17 SECTION 527.

18 AND AS I STATED, AT THE CENTER OF THIS CASE
19 IS A LEASE. SO THE CITY OF BELL GARDENS IS CLAIMING THAT
20 THE DEFENDANT HAS BREACHED A LEASE -- A GROUND LEASE THAT
21 WAS ENTERED INTO IN 1988, WHICH IT ALLEGES -- LIMITS THE
22 USE OF THE PROPERTY TO THE OPERATION OF A HOTEL AND THAT
23 WOULD BE IN SECTION 4 OF THE LEASE. THE LANGUAGE OF THE
24 LEASE IN, I THINK IT'S, 4.1 SAYS THAT THE USE OF THE
25 PROPERTY IS LIMITED, QUOTE, SOLELY FOR THE PURPOSE OF
26 CONSTRUCTING AND OPERATING THEREON A HOTEL AND ASSOCIATED
27 IMPROVEMENTS AND A RESTAURANT AND ASSOCIATED IMPROVEMENT.

28 THE CITY IS CLAIMING THAT THE HOTEL'S

1 CONTRACT WITH THE COUNTY TO PROVIDE THE Q AND I FACILITY
2 VIOLATES THAT PARTICULAR SECTION OF THE LEASE BECAUSE THE
3 HOTEL IS NO LONGER OPERATING AS A HOTEL, BUT RATHER THE
4 CITY IS ALLEGING THE HOTEL IS OPERATING AS A HOMELESS
5 SHELTER AND A MEDICAL QUARANTINE FACILITY, AND HAS BROUGHT
6 A COMPLAINT ALLEGING BREACH OF CONTRACT AS WELL AS ONE
7 OTHER CAUSE OF ACTION THAT ESCAPES ME FOR A MOMENT.

8 AND THE MOVING PAPERS, YOU KNOW, SORT OF
9 DESCRIBES THE HOTEL/DEFENDANT AS NOW BEING AVAILABLE TO
10 INDIVIDUALS WHO ARE AFFECTED OR ARE EXHIBITING SYMPTOMS
11 AND WHO CANNOT ISOLATE OR QUARANTINE THEMSELVES, THERE ARE
12 A NUMBER OF SERVICES THAT ARE NOW PROVIDED ON SITE, THE
13 HOTEL'S CLOSED TO THE PUBLIC, AND THEY ALSO ARGUE THAT A
14 RESIDENT CANNOT LEAVE WITHOUT BEING DISCHARGED.

15 THEY DESCRIBE THIS AS A VIRAL HOT ZONE,
16 WHICH IS A STONES THROW AWAY FROM A RESIDENTIAL
17 NEIGHBORHOOD AND SCHOOL, THAT IS CLOSED TO STUDENTS, BUT
18 PROVIDES MEALS TO COMMUNITY MEMBERS FOR SOME NUMBER OF
19 HOURS IN THE MORNING PRESUMABLY.

20 THEY'RE CLAIMING THAT IT IS A DE FACTO
21 NUISANCE BASED UPON COMPLAINTS, LOITERING, TRAFFIC
22 CONGESTION, AND INCREASED SLEEP PRESENCE, AND THE HOTEL
23 CANNOT MAINTAIN A STABLE QUARANTINE, AND IT'S NOW AN
24 EGREGIOUS HEALTH HAZARD. AND RAISES SOME ISSUES ABOUT THE
25 RESIDENTS WHEN THEY DO GET DISCHARGED NOT GOING BACK TO
26 THE CITY IN WHICH THEY GENERALLY LIVE.

27 SO THE COUNTY, A NON-PARTY, FILED AN
28 OPPOSITION IN THIS LAWSUIT. AND ESSENTIALLY THE COUNTY'S

1 ARGUMENTS ARE THE SAME AS THE COUNTY'S ARGUMENTS IN THE
2 STCP CASE.

3 IT ALSO ARGUES THAT BECAUSE THIS -- THE USE
4 OF THE HOTEL FOR Q AND I SERVICES IS, FIRST OF ALL,
5 NECESSITATED BY THE GLOBAL PANDEMIC AND IS LAWFUL PURSUANT
6 TO THE EMERGENCY SERVICES ACT AND THE POWERS THAT FLOW
7 THROUGH THE GOVERNOR TO THE COUNTY THROUGH THE EMERGENCY
8 SERVICES ACT, AND THE FACT THAT IT IS SHORT TERM, ALL THEY
9 ARGUE SHOWS THAT IT'S NOT A MATERIAL BREACH OF THE LEASE
10 AGREEMENT. THEY ARGUE IT'S A 99 YEAR GROUND LEASE.

11 THE HOTEL HAS FUNCTIONED AS A HOTEL FOR 32
12 YEARS, AND ONCE THIS SHORT PERIOD OF TIME THAT IT'S BEING
13 USED FOR THIS PURPOSE IS OVER, WHICH WE ALL HOPE IS SOON,
14 IT WILL RETURN TO BEING A HOTEL FOR THE REMAINING 67 YEARS
15 OF THE 99 YEAR LEASE.

16 THERE'S SOME ARGUMENT ON THE PART OF THIS
17 COUNTY THAT IT'S A TAKING PURSUANT TO PARAGRAPH 12.1 OF
18 THE LEASE AGREEMENT AND, YOU KNOW, SORT OF -- ASSERTS THAT
19 BELL GARDEN DISAVOWS, NOW, THE SECOND CAUSE OF ACTION IN
20 ITS COMPLAINT. BUT THE LEASE SHOULD YIELD TO THE STATE
21 AND THE COUNTY'S EMERGENCY ORDERS.

22 AND THEN I DID RECEIVE AN OPPOSITION FROM
23 THE HOTEL. THE FIRST ARGUMENT THAT IT MAKES IS -- THE
24 CITY WAS NEVER SERVED -- THE CITY HAS NEVER SERVED THE
25 DEFENDANT WITH A SUMMONS AND COMPLAINT; THEREFORE, THERE'S
26 NO JURISDICTION OVER THE CITY.

27 IT ALSO ARGUES, AMONG OTHER THINGS, AND,
28 AGAIN, THIS IS REALLY MEANT TO BE A SUMMARY, THAT IT'S

1 PROVIDING NORMAL HOTEL SERVICES. THE CITY NEVER OBJECTED
2 BEFORE SIGNING THE CONTRACT, MEANING THAT IT HAS WAIVED
3 ITS RIGHTS -- OR, REALLY, THERE'S A LACHES SITUATION, AND
4 NOW THERE'S A GREAT PREJUDICE THAT WOULD BE VISITED TO THE
5 COUNTY AND THE RESIDENTS GIVEN THAT THEY ALREADY MOVED IN,
6 AND THAT THE COUNTY HASN'T BEEN NAMED, AND THE DEFENDANTS
7 HAVEN'T BEEN NAMED. THERE'S SOME DISCUSSION OF THE
8 EQUITIES.

9 THERE'S ALSO A DISCUSSION OF THE FACT THAT
10 THIS IS NOT AN EXIGENCY BECAUSE THE -- AS EVIDENCED BY THE
11 FACT THAT THE CITY KNEW THIS WAS GOING TO HAPPEN, DIDN'T
12 OBJECT, AND THEN WAITED THREE WEEKS TO FILE THE TEMPORARY
13 RESTRAINING ORDER AFTER THE CONTRACT WAS SIGNED ON APRIL
14 7TH.

15 THERE'S A DISCUSSION OF THE WEAKNESSES OF
16 THE POLICE CHIEF DECLARATION, AND AN ARGUMENT THAT THE
17 CITY DOES NOT HAVE STANDING TO BRING THE ACTION BECAUSE
18 THE LEASE IS BETWEEN THE HOTEL AND THE BELL GARDENS
19 REDEVELOPMENT AGENCY.

20 I SHOULD NOTE THAT THE OPPOSITION OF THE
21 HOTEL IS SUPPORTED BY THE DECLARATIONS OF A NITIN MODY,
22 THE GENERAL MANAGER; YOUNGSUN PARK, AN ATTORNEY; AND A
23 CITY COUNCIL MEMBER ERIKA OTERO, AN ASSISTANT GENERAL
24 MANAGER; SEJAL SHAH, A MANAGING MEMBER OF THE DEFENDANT.
25 AND THE COUNTY'S -- THE COUNTY'S POSITION IS SUPPORTED BY
26 THE DECLARATION OF MR. ANSELL, MISS HEIDI BEHFOROZ,
27 MR. MC GOWAN, MISS HASHMALL, AND MISS MC CLAIRE. THE BELL
28 GARDENS POSITION IS SUPPORTED BY THE DECLARATION OF

1 MR. CAMPION; MS. JANE HALSTEAD, THE CITY CLERK;
2 MR. MICHAEL B. OKELLY, THE CITY MANAGER; MISS ALEJANDRA
3 CORTEZ, THE MAYOR; AND THE POLICE CHIEF MR. SCOTT
4 FAIRFIELD.

5 THERE'S ALSO A NOTICE OF RELATED CASES THAT
6 WAS FILED, AND THERE WAS AN OPPOSITION FILED TO THE NOTICE
7 OF RELATED MOTIONS, WHICH THE COURT ISN'T INCLINED TO
8 DECIDE THAT ISSUE. I DON'T THINK THAT ISSUE HAS TO BE
9 DECIDED TODAY.

10 SO THAT IS ESSENTIALLY WHAT THE COURT HAS
11 READ AND RECEIVED, AND THE COURT'S LEVEL BEST TO
12 SUMMARIZE, SORT OF, THE DIFFERENT POSTURES OF THE CASES
13 AND DIFFERENT ARGUMENTS. SOME ARGUMENTS ARE DIFFERENT IN
14 EACH CASE AND SOME ARGUMENTS APPLY TO BOTH CASES.

15 SO LET ME START WITH THE COUNTY VERSUS CITY
16 OF NORWALK AND ASK MR. MILLER -- I ASSUME YOU'D LIKE TO BE
17 HEARD. YOU MAY GO AHEAD.

18 MR. MILLER: I'LL BE VERY BRIEF, YOUR HONOR,
19 BECAUSE I THINK THE COURT HAS IT.

20 WE'VE ALREADY BEEN THROUGH THE TRO PROCESS
21 WITH NORWALK A WEEK AGO. I'M NOT GOING TO REARGUE WHAT'S
22 IN THE BRIEFS. I DON'T DO THAT.

23 I WOULD JUST SAY IN THIS PARTICULAR CASE
24 PEOPLE ARE ALREADY IN. UNLIKE NORWALK THESE PEOPLE ARE
25 ALREADY IN THE HOTEL. THEY'RE SICK. THEY NEED CARE.
26 IT'S NOT ONLY LEGALLY UNFOUNDED AND WE HAVE A VERY STRONG
27 LIKELIHOOD ON THE MERITS, IT WOULD BE OVERWHELMINGLY
28 UNFAIR, UNEQUITABLE AND INHUMANE TO GRANT BELL GARDENS --

1 ANY KIND OF RELIEF TO CHANGE THE STATUS QUO FROM WHAT IT
2 IS RIGHT NOW. THEY HAD PLENTY OF NOTICE, PLENTY OF
3 WARNING. THEY WERE TALKED TO, THEY HAD VIRTUAL MEETINGS,
4 AND THEY HAD WALK-THROUGHS. AND I WOULD JUST SUBMIT IT ON
5 THAT BASIS. I'M NOT GOING TO GO ON ANY FURTHER.

6 THE COURT: OKAY. AND I APPRECIATE YOUR
7 RECOGNITION OF THE FACT THAT THE COURT IS FAMILIAR WITH
8 THE ARGUMENTS. THE FACT THAT THIS MORATORIUM IS SLIGHTLY
9 DIFFERENT THAN THE CITY OF NORWALK'S MORATORIUM, I DON'T
10 THINK IT AFFECTS THE ANALYSIS.

11 WHO WOULD LIKE TO ARGUE ON BEHALF OF THE
12 OLIVAREZ FIRM?

13 MR. GALLAGHER: YOUR HONOR, TERENCE GALLAGHER.
14 I'D LIKE TO DO THAT IF I COULD.

15 THE COURT: OKAY. GO AHEAD.

16 MR. GALLAGHER: COUPLE OF KEY POINTS. ONE IS THAT
17 THERE ARE TWO -- AND THE COURT'S ALREADY KEYED IN ON THIS,
18 AND SO I APOLOGIZE TO THE EXTENT I'M TELLING YOU SOMETHING
19 YOU ALREADY KNOW AND HAD EXPOUNDED ALREADY. BUT THERE'S A
20 FUNDAMENTAL DIFFERENCE BETWEEN THE ISSUE WITH THE
21 MORATORIUM AND THE ISSUE WITH THE LEASE. THE MORATORIUM
22 ITSELF I THINK I CAN JUST SUMMARIZE BY SAYING THE CITY
23 REALLY JUST WANTS TO BE INVOLVED IN THE LAND USE
24 DECISION-MAKING PROCESS THAT FUNDAMENTALLY HAS ALWAYS
25 DONE, WHICH CONSTITUTIONALLY IT DOES, AND IT REALLY IS
26 FUNDAMENTALLY BEST SUITED TO. IT'S FAMILIAR WITH THE
27 COMMUNITY MORE SO THAN THE COUNTY, MORE SO THAN THE STATE.

28 THE CITY SHARES EVERY INTEREST OF EVERYBODY

1 ON THE CALL AND OF EVERY PUBLIC ENTITY IN THE STATE TO
2 DEFEAT THIS VIRUS. AND THE CITY'S NOT TRYING TO PREVENT
3 GOOD PUBLIC HEALTH MEASURES.

4 WHAT THE CITY IS TRYING TO DO IS IMPROVE ON
5 THOSE BECAUSE IT'S MOST FAMILIAR WITH THE LOCAL AREA THAT
6 IT REGULATES. AND IT'S WITH THAT, AND THAT IS THE INTENT
7 OF THE MORATORIUM, AND ESSENTIALLY THAT IS THIS: THE KEY
8 TO WHY I THINK THAT MORATORIUM ITSELF IS DIFFERENT FROM
9 THE ONE THAT'S AT ISSUE IN NORWALK.

10 BUT MORE IMPORTANTLY IT'S THE DIFFERENCE
11 WITH THE ISSUES PRESENTED BY THIS LEASE BECAUSE THIS IS
12 SOMETHING THAT IS REALLY, NOW, A USE THAT'S COMPLETELY
13 AGAINST THE WILL OF THE OWNER OF THE PROPERTY ITSELF. AND
14 THAT'S WHY THESE ISSUES REGARDING THE PROPER EXTENSION OF
15 POWER UNDER THE EMERGENCY SERVICES ACT ARE CRITICAL
16 BECAUSE PERHAPS IT WAS BY MISTAKE. IT'S NOT QUITE CLEAR
17 WHY THE OWNER OF THE PROPERTY WASN'T INVOLVED PARTICULARLY
18 WHEN IT'S THE CITY THAT'S VERY MUCH FAMILIAR WITH THE
19 UNIQUE CIRCUMSTANCES OF THAT SITE.

20 BUT ULTIMATELY, YOU KNOW, THERE'S A LOT OF
21 OTHER MOTELS, A LOT OF OTHER HOTEL LOCATIONS AND SITES
22 THAT CAN SERVE THIS INTEREST THAT ARE MUCH BETTER SUITED
23 THAN THAT PARTICULAR ONE. AND I THINK ULTIMATELY THE
24 STORY'S TOLLED ON THAT WHEN THE COUNTY'S OPPOSITION REALLY
25 DOESN'T REFUTE ANY OF THE FACTS REGARDING THE
26 CIRCUMSTANCES AS FAR AS THE OPERATIONS OF THAT MOTEL.
27 PEOPLE ARE COMING AND GOING; THERE'S POTENTIALLY NOT
28 ENOUGH SECURITY THERE; IT'S A DANGEROUS LOCATION IN REGARD

1 TO THAT LOCAL SCHOOL. ALL THOSE FACTORS WOULD BE THINGS
2 THAT COULD HAVE BEEN ADDRESSED AS THE CITY, AS OWNER, AND
3 AS LOCAL MUNICIPALITY BEEN INVOLVED WHEN THE CITY WAS MADE
4 TO USE THAT PARTICULAR SITE.

5 I THINK LEGALLY THE FUNDAMENTAL ISSUE IS THE
6 EMERGENCY SERVICES ACT DOES AFFORD GREAT POWER TO THE
7 GOVERNOR. THIS PARTICULAR SITE HAS NOT BEEN -- WHAT THE
8 COUNTY HAS DONE HERE IS NEGOTIATED UNDER ITS OWN POWER TO
9 DO SO. AND THAT'S SOMETHING THAT JUST IS NOT AFFORDED BY
10 THE STATE LAW AND PROTECTIONS OF THAT EMERGENCY SERVICES
11 ACT REALLY DON'T APPLY HERE.

12 SECTION 8568 THAT'S BEEN REFERRED TO
13 MULTIPLE TIMES IN THE PAPERS, THAT'S TALKING ABOUT STATE
14 EMERGENCY PLANNING DOCUMENTS, DOCUMENTS UPDATED EVERY FIVE
15 YEARS. THAT'S NOT TALKING ABOUT IMPLEMENTATION OF
16 PARTICULAR ORDERS ISSUED UNDER EMERGENCY AUTHORITY BY THE
17 GOVERNOR. BUT -- SO THERE IS A LEGAL ISSUE. WE THINK ON
18 THE MERITS THE CITY HAS AN EXCELLENT CHANCE OF PREVAILING
19 ON THE LEASE TERM ITSELF. WE THINK IT HAS AN EXCELLENT
20 CHANCE OF PREVAILING ON THE SCOPE OF EMERGENCY SERVICES
21 ACT.

22 I THINK MOST IMPORTANTLY IF THE COURT JUST
23 LOOKS AT THE TERMS OF THE TEMPORARY RESTRAINING ORDER WE
24 ARE REQUESTING THEY'RE VERY NARROW. THEY'RE VERY NARROWLY
25 TAILORED. THEY'RE REALLY ASKING THAT NO NEW RESIDENT BE
26 BROUGHT IN. WE'RE NOT ASKING PEOPLE THERE BE REMOVED.
27 WE'RE JUST ASKING THAT THE NUMBERS CAN'T INCREASE. AND
28 WE'RE JUST ASKING THAT THEIR OWN GUIDELINES, THAT THE

1 COUNTY RECOGNIZES THEIR IMPORTANCE, THAT ALL OF THESE VERY
2 COMPETENT PUBLIC HEALTH PEOPLE HAVE POINTED OUT IN THEIR
3 PAPERS BEFORE THE COURT, WE'RE JUST ASKING THOSE BE
4 STRICTLY ENFORCED BECAUSE THE EVIDENCE SHOWS THEY'RE NOT.
5 AND IN THAT RESPECT IT'S A VERY NARROWLY TAILORED REQUEST
6 FOR AN ORDER OF THIS COURT.

7 AND WITH THAT I'LL SUBMIT UNLESS THE COURT
8 HAS ANY ADDITIONAL QUESTIONS THAT I CAN ANSWER.

9 THE COURT: OKAY. THANK YOU, MR. GALLAGHER.

10 MR. MILLER, WOULD YOU LIKE TO RESPOND?

11 MR. MILLER: YES, I WOULD. VERY BRIEFLY.

12 I DIDN'T ADDRESS THE LEASE. I ONLY ADDRESS,
13 REALLY, OUR TRO. BUT I THINK THEIR LEASE ARGUMENT IS --
14 LET'S JUST SAY IT'S FLAWED. IT'S WRONG. STRONGER WORDS
15 COME TO MIND BUT I WON'T USE THEM. IT'S A 99 YEAR LEASE.
16 IT'S BEEN FINE FOR 32 YEARS. NO PROBLEMS. THIS IS A
17 TENANT THAT HAS INVESTED A LOT OF MONEY IN THIS PROPERTY.
18 RUNNING FINE AS FAR AS THE RECORD, AS FAR AS I KNOW, AND
19 AS FAR AS THE RECORD OF THIS CASE IS.

20 SO FOR MAYBE 60 OR 90 DAYS, IN LIGHT OF A
21 NIGHTMARISH PANDEMIC THAT NONE OF US HAVE EVER LIVED
22 THROUGH BEFORE, THE HOTEL OWNER IS WILLING TO OPEN UP HIS
23 HOTEL TO SICK PEOPLE AND TRY TO SAVE LIVES AND STOP THE
24 SPREAD OF THIS VIRUS. AND FOR THEM TO CALL THAT A
25 MATERIAL BREACH IS RIDICULOUS.

26 YOU KNOW, IT'S JUST WRONG AS A MATTER OF
27 LAW, WRONG AS A MATTER OF FACT, THIS WHOLE ISSUE OF
28 MATERIAL BREACH AND THEM GETTING RELIEF UNDER THEIR LEASE

1 IS SOMETHING THAT NORMALLY WOULD GO TO A JURY. GOOD LUCK.
2 I THINK THEY'D LOSE THAT IN A HEARTBEAT.

3 IT'S NOW BEFORE YOUR HONOR. THEY HAVE NO
4 LIKELIHOOD OF PREVAILING ON THAT ARGUMENT. NONE. AND IT
5 WOULD BE TERRIBLY WRONG AND HARMFUL AND HURTFUL TO DO THIS
6 TO THEIR TENANT. THEY CERTAINLY ACCEPTED CHECKS FOR 32
7 YEARS FOR GROUND LEASE PAYMENTS, AND NOW ALL OF A SUDDEN
8 THEY'RE TURNING ON THEM LIKE THIS. I JUST THINK IT'S
9 REALLY BAD AND I'D SUBMIT IT ON THAT BASIS.

10 THE COURT: OKAY. MR. GALLAGHER, LET ME ASK YOU
11 JUST A QUICK QUESTION. COULD YOU ADDRESS THE ISSUE OF
12 LACK OF SERVICE OF THE COMPLAINT ON THE HOTEL?

13 MR. GALLAGHER: YOUR HONOR, MY UNDERSTANDING WAS
14 THE COMPLAINT HAD BEEN SERVED. SO I CAN ONLY ADDRESS IT
15 BY SAYING IF IT HADN'T BEEN THEN THAT WAS AN OVERSIGHT ON
16 OUR PART. IF THE MOTION WAS ALSO NOT SERVED ON THEM THAT
17 WAS ALSO AN OVERSIGHT. BUT TO THE EXTENT ACTUAL NOTICE
18 WAS CONVEYED, WHICH APPEARS TO BE THE CASE, BASED ON THEIR
19 APPEARANCE AND HAVING FILED OPPOSITION PAPERS, I BELIEVE
20 IT WOULD BE WITHIN THE COURT'S POWER TO ISSUE THIS
21 REQUESTED RULING AND/OR STAY IT UNTIL WE CAN SERVE IT ALL
22 ON THE PROPERTY OWNER AT ONE TIME.

23 THE COURT: OKAY.

24 MR. BOURKE, WOULD YOU LIKE TO BE HEARD?

25 MR. BOURKE: YES, YOUR HONOR. YOU'RE ADDRESSING
26 ME, TOM BOURKE?

27 THE COURT: YES. COUNSEL FOR THE HOTEL.

28 MR. BOURKE: YES.

1 FIRST OF ALL, I WISH I COULD BE AS ELOQUENT
2 AS MR. MILLER WAS. I ADOPT HIS POINTS. BUT I WANTED TO
3 POINT OUT A COUPLE THINGS ABOUT THE CITY'S ARGUMENT, WHICH
4 I THINK UNDERCUT THE CLAIM ABOUT MATERIAL BREACH.

5 THEIR FIRST ARGUMENT WAS THERE'S A LIST OF A
6 LOT OF OTHER HOTELS THAT ARE BETTER THAN THIS ONE TO DO
7 THE JOB. THAT'S ONE OF THE POINTS WE MAKE THAT THERE'S
8 HOTELS THAT ARE BEING RECRUITED TO HELP WITH THIS
9 PANDEMIC. THERE'S HOTELS OFFERING SERVICES SO PEOPLE CAN
10 QUARANTINE THEMSELVES LOCKED IN THEIR LITTLE ROOM, THAT
11 THEY DON'T HAVE ROOMS OF THEIR OWN AVAILABLE. IT'S A
12 HOTEL FUNCTION TO PROVIDE SHELTER. OKAY. THIS IS A
13 SHELTER-IN-PLACE AGREEMENT IN WHICH WE PROVIDE THE HOTEL,
14 AND THE CITY PROVIDES THE SERVICES.

15 AND THE SECOND THING IS -- THE SECOND
16 ARGUMENT WAS THEY SAID, OH, THE COUNTY'S NOT DOING THINGS
17 RIGHT; THEY'RE NOT OBEYING THEIR OWN GUIDELINES. THIS
18 ALSO UNDERCUTS THEIR ARGUMENTS ABOUT THERE BEING A
19 MATERIAL BREACH BECAUSE THE HOTEL HAS NOTHING TO DO WITH
20 THOSE SERVICES. THE COUNTY SAID TO US IN THEIR LEASE WE
21 WANT YOU TO DO NORMAL HOTEL SERVICES, YOU PROVIDE US WITH
22 A ROOM. THE ROOMS WE NEED, YOU PROVIDE THE ROOM, WE'RE
23 GOING TO DO EVERYTHING ELSE.

24 ALL THEIR COMPLAINTS ABOUT THEM SAYING, OH,
25 THIS PATIENTS NOT BEING RESTRICTED IN PLACE IS A COUNTY
26 PROBLEM. THEY HAVE A PROBLEM WITH THE COUNTY THEY CAN
27 TAKE IT UP WITH THE COUNTY AND LET THE COUNTY LIVE UP TO
28 THEIR GUIDELINES. WE WANT THE COUNTY TO LIVE UP TO THEIR

1 GUIDELINES. EVERYBODY DOES. THAT'S NOT A PROBLEM WITH
2 THE LEASE. WE ENTERED INTO A LEASE -- I'M SORRY, A RENTAL
3 OF HOTEL ROOMS, WHICH NOW THE CITY IS SAYING, OH, THERE'S
4 PLENTY OF OTHER BETTER MOTELS AND HOTELS THAN THIS ONE.
5 AND THEY BRING UP THE IDEA THAT THERE IS A CLOSED HOTEL.
6 NOT WITH A STONES THROW, BUT MAYBE EIGHT STONES AWAY IF
7 YOU CAN THROW IT A HUNDRED YARDS. THERE IS A HOTEL WHERE
8 THEY GIVE OUT MEALS ONCE A DAY DURING THE WEEK. WELL,
9 WE'RE IN A PANDEMIC CRISIS. IF THAT'S TOO CLOSE I DON'T
10 THINK THE CITY WOULD BE HURT. BUT MOVING THE DISTRIBUTION
11 CENTER ANOTHER BLOCK AWAY, OR TWO BLOCKS AWAY, OR MOVE IT
12 TO ONE OF THE CLOSED PARKS, IF THEY'RE CONCERNED ABOUT
13 BEING TOO CLOSE TO THE HOTEL, THIS IS A PANDEMIC AND
14 PEOPLE HAVE TO COME TOGETHER AND COOPERATE, WHICH BRINGS
15 TO MIND ONE OF THE BIGGEST POINTS WE WANT TO BRING TO THE
16 COURT'S ATTENTION.

17 WE KNOW YOU GOT A THOUSAND PAGES TO READ.
18 EXHIBIT A TO THE OTERO DEPOSITION IS A VERY SIGNIFICANT
19 ONE. THAT IS A LETTER FROM THE MAYOR, THE MAYOR OF BELL
20 GARDENS TO THE BOARD OF SUPERVISORS, AND I WANTED TO READ
21 ONE SENTENCE FROM EXHIBIT 8. OKAY.

22 THIS IS WHERE THE MAYOR OF BELL GARDENS IS
23 JOINING ELECTED OFFICIALS FROM 12 OTHER CITIES IN THE AREA
24 AND SAYING 10 OF THOSE ELECTED OFFICIAL, MAYORS AND CITY
25 COUNCIL MEMBERS OF ALL THE SURROUNDING AREAS, OKAY, THEY
26 SAY THE SIGNATORIES ARE REQUESTING THAT ANY INTERESTED
27 LOCAL HOTELS AND MOTELS BE ALLOWED TO HOUSE PERSONS
28 REQUIRING QUARANTINE AS A RESULT OF EXPOSURE TO THE

1 COVID-19 VIRUS. AND LOS ANGELES COUNTY BOARD OF
2 SUPERVISORS, AND THE STATE OF CALIFORNIA, PAID THOSE LOCAL
3 HOTELS AND MOTELS FOR THE LODGING OF THOSE PERSONS
4 REQUIRING QUARANTINE.

5 THAT ONE SENTENCE THAT KILLS THEIR ARGUMENT
6 SAYS THERE'S A BREACH OF THE LEASE. THEY'RE INVITING THE
7 COUNTY TO DO EXACTLY WHAT THE COUNTY DID WITH OUR HOTEL.
8 THEY WANTED THESE LOCAL HOTELS TO BE RECRUITED INTO THE
9 EFFORT AND WE STEPPED UP TO THE LINE AND WE DID IT. AND
10 THE COUNTY DID IT AT THEIR INVITATION. AND THIS IS DATED
11 BEFORE THE LEASE -- I'M SORRY, BEFORE THE SHELTERING
12 AGREEMENT, BEFORE THE OCCUPANCY AGREEMENT, BEFORE THE
13 HOTEL ROOM AGREEMENT, WHATEVER YOU WANT TO CALL IT. THIS
14 IS A WEEK BEFORE THAT THAT THE MAYOR OF BELL GARDENS,
15 WHO'S NOW SUBMITTING A DECLARATION SAYING THEY DIDN'T KNOW
16 ABOUT IT. SHE KNEW ABOUT IT. SHE INVITED IT. SHE WAS
17 BEGGING THE COUNTY TO DO IT.

18 NOW WE'RE BEING SUED BECAUSE WE RESPONDED TO
19 HER REQUEST AND THEN OF ALL THE SURROUNDING AREAS TO MAKE
20 HOTEL ROOMS AVAILABLE. WE PROVIDED A HOTEL FUNCTION, THE
21 AGREEMENT -- THAT SHELTERING AGREEMENT WITH THE COUNTY
22 SAYS OUR JOB IS TO PROVIDE HOTEL ROOMS. THEIR JOB IS TO
23 DO ALL THE OTHER OPERATIONS.

24 SO THAT, YOUR HONOR, I'D LIKE TO SUBMIT WITH
25 THAT. AND THE FACT OF THE MATTER THEY DIDN'T SERVE
26 THINGS. SO THE INJUNCTION AGAINST US IS A NON STARTER,
27 SEEMS TO ME. BUT ON THE EQUITIES, IF WE WERE PROPERLY
28 SERVED, WE WOULD HAVE SAID THE SAME THINGS WE SAID IN ALL

1 THE DETAILED DECLARATIONS THAT SAID WHO, WHAT, WHY, WHERE,
2 WHAT HAPPENED.

3 SO WITH THAT, YOUR HONOR, I'D LIKE TO
4 SUBMIT.

5 THE COURT: AND I DO RECALL FROM ONE OF THE
6 DECLARATIONS THAT YOU SUBMITTED, MR. BOURKE, THAT THE
7 MAYOR POSTED ON FACEBOOK SOMETHING SIMILAR TO WHAT YOU
8 HAVE READ FROM EXHIBIT A TO OTERO DECLARATION, WHICH WAS
9 SORT OF HER ENDORSEMENT OR ENTHUSIASM FOR THE PROGRAM.

10 MR. BOURKE: YES. THE DAY AFTER OUR LEASE, YOUR
11 HONOR. THERE WAS A NURSE IN THE AREA SAYING THIS IS GOING
12 TO BE DANGEROUS TO ALL THE COMMUNITY. AND THE NURSE SAID
13 LISTEN -- I'M SORRY, THE NURSE -- THIS IS ONE OF THE
14 EXHIBITS TO THE OTERO, THE MAYOR SAID WE HAVE TO LISTEN TO
15 OUR HUMANITY. SURE THERE'S DANGERS BUT WE HAVE TO LISTEN
16 TO OUR HUMANITY AND WE NEED TO SHELTER THE PEOPLE TO
17 RELIEVE THE BURDEN ON THE HOSPITALS. WE HAVE TO MAKE SURE
18 THE HOSPITALS HAVE ENOUGH BEDS.

19 THE COURT: OKAY. BEFORE I TURN BACK TO
20 MR. GALLAGHER, LET ME ASK MR. BOURKE.

21 SO MR. BOURKE, THE BEGINNING OF YOUR
22 ARGUMENT, I THINK WHAT YOU WERE SAYING, BUT I'M TRYING TO
23 MAKE SENSE OF WHAT YOU WERE SAYING, IS THAT THE CITY IS
24 TRYING TO RESTRAIN THE COUNTY, AND -- BECAUSE THE COUNTY
25 IS THE ENTITY THAT IS, YOU KNOW, ACCEPTING AND REFERRING
26 THE RESIDENTS AND PROVIDING SERVICES TO THE RESIDENTS, ET
27 CETERA, AND THE COUNTY -- THEY'RE ASKING FOR A TRO IN A
28 CASE AGAINST THE COUNTY AND THE COUNTY IS NOT A PARTY AND

1 THAT'S NOT A VIABLE POSITION. IS THAT WHAT YOU WERE
2 TRYING TO SAY?

3 MR. BOURKE: THAT IS ONE OF THE THINGS I WAS
4 SAYING, YOUR HONOR. I HOPE I SAID A LOT MORE. BUT THAT
5 IS ONE OF THE POINTS. THEIR WHOLE INJUNCTION IS AN ATTACK
6 ON THE COUNTY AND THEY DIDN'T BOTHER TO NAME THEM AS A
7 DEFENDANT. THEY DIDN'T NAME THEM WITH THE PAPERS. SURE
8 THE COUNTY HAS KNOWLEDGE OF THIS. COUNTY'S ON TOP OF THIS
9 BECAUSE THIS IS VERY IMPORTANT TO THE COUNTY. BUT THEY
10 DIDN'T NAME THEM AS A PARTY. THEY'RE TRYING TO GET AN
11 INJUNCTION. WE HAVE NOTHING TO DO WITH VETTING THE
12 CLIENTS AND MAKING SURE THEY GO BACK TO WHERE THEY CAME
13 FROM. THAT'S A COUNTY FUNCTION. WE PROVIDE ROOMS. WE'RE
14 PROVIDING ROOMS LIKE A HOTEL DOES.

15 THE COURT: OKAY. AND I DIDN'T MEAN TO SUGGEST
16 THAT WAS THE ONLY THING YOU SAID. IT WAS JUST THAT I
17 WANTED --

18 MR. BOURKE: I DO THINK THERE'S A GOOD POINT.
19 THEY SHOULD NOT GET A TRO AGAINST THE HOTEL AT ALL. EVEN
20 IF THEY HAD SERVED US, THEY'RE NOT COMPLAINING ABOUT STUFF
21 THE HOTEL DID. THEY'RE COMPLAINING ABOUT THINGS THE
22 COUNTY DID AND THEY DIDN'T BOTHER TO NAME THE COUNTY.

23 THE COURT: OKAY. MR. GALLAGHER, WOULD YOU LIKE
24 TO RESPOND TO THE HOTEL'S ARGUMENT?

25 MR. GALLAGHER: I WOULD, YOUR HONOR. IF I COULD
26 BRIEFLY RESPOND TO, QUICKLY, MR. MILLER'S ARGUMENT.

27 WHETHER OR NOT IT'S THREE MONTHS OR ONE
28 MONTH, I THINK IT'S IRRELEVANT. THERE'S NO HIATUS TO

1 ONE'S CONTRACT OBLIGATIONS. AND I THINK IT'S INDISPUTABLE
2 THIS CURRENT LOCATION IS NOT BEING USED AS A HOTEL. MAYBE
3 ONE VERY SMALL PART OF THIS MEDICAL FACILITY OPERATION
4 INVOLVES PEOPLE STAYING OVERNIGHT AND HAVING A PLACE TO
5 STAY, BUT IT'S A FAR CRY RIGHT NOW FROM IT BEING A HOTEL
6 AS ANY PERSON UNDERSTANDS THE HOTEL OR MOTEL TO BE USED.
7 AND I THINK THAT'S THE KEY FACTUAL ISSUE IN REGARD TO WHAT
8 THAT LEASE SAYS. AND THE FACT THAT THERE WAS NO BREACH
9 FOR A LONG PERIOD OF TIME BEFORE OR AFTER THE BREACH I
10 THINK IS IRRELEVANT TO THE KEY LEGAL QUESTION OF IS THERE
11 A BREACH OR NOT.

12 IN REGARD TO THE MAYOR'S STATEMENTS, I CAN'T
13 SPEAK TO THE SPECIFICS. I HAVE NOT SEEN HOTEL'S PAPERS,
14 BUT I CAN SAY THAT I KNOW THE MAYOR DOES CARE DEEPLY ABOUT
15 HER COMMUNITY, AND THAT I BELIEVE ANY REFERENCE THAT WAS
16 MADE WAS NOT IN REGARDS TO THE USE OF THIS PARTICULAR SITE
17 FOR ONE OF THESE MODIFIED MEDICAL FACILITIES.

18 I BELIEVE IF THE MAYOR WAS ON THE LINE OR
19 WAS ABLE TO TESTIFY AND RAISE HER HAND RIGHT NOW, AND SAY
20 UNDER PENALTY OF PERJURY, SHE WOULD SAY SHE 100%, AS
21 EVERYONE IN THE CITY THAT I TALKED TO, AGREED 100% WITH
22 THE IDEA OF RELIEVING THE BURDEN OF THE HOSPITAL.

23 THE ISSUE IS NOT USING THE HOTELS OR MOTELS
24 IN BELL GARDENS. IT'S USING THIS PARTICULAR SITE. AND
25 IT'S ALWAYS BEEN ONLY THAT ISSUE. AND THAT'S THE ONLY
26 ISSUE THAT THE CITY REALLY HAS AND THAT'S THE ONLY REASON
27 WE'RE HERE.

28 THEY WANT TO BE PART OF THE SOLUTION, NOT

1 PART OF THE PROBLEM. AND IT'S EASY TO TAKE BROAD BRUSH
2 STROKES AND TRY TO PORTRAY THEM AS A VILLAIN, BUT THEY'RE
3 REALLY NOT THE VILLAIN IN THIS CIRCUMSTANCE BECAUSE THE
4 SITE AND THIS LOCATION OF OPERATING IS THE PROBLEM, NOT
5 THE IDEA OF THE PROGRAM ITSELF, NOT THE IDEA OF GETTING
6 HOMELESS PEOPLE OFF THE STREET, NOT THE IDEA OF FIGURING
7 OUT A WAY TO STOP THE SPREAD IN GENERAL.

8 IT'S REALLY A SPECIFIC SITE AND HOW IT'S
9 BEEN UTILIZED, AND HOW EVEN THE COUNTY'S OWN CRITERION OF
10 THE OWNER'S OWN PARTICIPATION IN THAT IS NOT IN THE BEST
11 FOR THE LOCAL COMMUNITY NOR TO THE STATE AS A WHOLE.

12 SO ULTIMATELY I THINK THE MAYOR'S STATEMENTS
13 ARE PROBABLY TAKEN OUT OF CONTEXT, BECAUSE I DON'T BELIEVE
14 SHE WAS EVER REFERRING TO THIS PARTICULAR LOCATION.

15 MR. BOURKE: YOUR HONOR, THIS IS TOM BOURKE. I
16 HAVE A COMMENT ABOUT THAT.

17 EXHIBIT D TO THE OTERO DECLARATION. EXHIBIT
18 D IS THE MAYOR'S FACEBOOK POST THE DAY AFTER WE OPENED.
19 SHE'S TALKING ABOUT OUR LOCATION AND SHE SAYS THE TRUTH IS
20 THAT THE SPACE IS NEEDED, AND IF WE TAP INTO OUR HUMANITY
21 ALL OF US WILL REALIZE THAT UNFORTUNATELY THIS IS NEEDED.
22 THE SPACE IS NEEDED SO WE DON'T OVERLOAD OUR HOSPITAL.
23 AND SHE WAS TALKING ABOUT THIS PARTICULAR HOTEL LOCATION,
24 WHO SHE HAD VISITED A FEW DAYS BEFORE. EVEN BEFORE SHE
25 GAVE SUGGESTIONS TO OUR ASSISTANT GENERAL MANAGER ABOUT
26 HOW THE CONTRACT WITH THE CITY SHOULD BE WORDED. SHE KNEW
27 ABOUT THIS LOCATION WAS GOING TO BE PASSED AND SHE WAS
28 SUGGESTING HOW TO DO IT RIGHT.

1 SO I SUBMIT ON THAT, YOUR HONOR.

2 THE COURT: OKAY. AND LAST I'LL GO TO MR. MILLER
3 IF YOU WANT TO SAY ANYTHING.

4 MR. MILLER: I REALLY DON'T HAVE ANYTHING TO ADD
5 ON THE MERITS. I WAS THINKING, YOU KNOW, I READ THE CHIEF
6 OF POLICE DECLARATION AND I WAS OFFENDED BY IT. YOU KNOW,
7 HE'S A CHIEF OF POLICE. HE HAS A POLICE DEPARTMENT. IF
8 THERE ARE PEOPLE WHO ARE DOUBLE PARKING OR -- YOU KNOW
9 THERE ARE ISSUES. MY RESPONSE TO THAT IS DO YOUR JOB.
10 YOU KNOW, WE HAVE OUR SECURITY THERE. WE HAVE OUR
11 PERSONNEL THERE. WHAT'S WRONG WITH HIM AND THE CITY OF
12 BELL GARDENS? WHY CAN'T -- WHY IS HE OPPOSING THIS? WHY
13 ISN'T HE JUST BEING A POLICE OFFICER OR POLICE CHIEF AND
14 DOING WHAT HE'S SUPPOSED TO DO? THAT WAS MY ONLY COMMENT,
15 YOUR HONOR.

16 THE COURT: OKAY. I'M GOING TO ASSUME THAT
17 MR. MILLER, MR. GALLAGHER, AND MR. BOURKE SUBMIT ON THEIR
18 PAPERS AND THEIR ORAL ARGUMENT UNLESS ANY ONE OF YOU TELLS
19 ME OTHERWISE.

20 OKAY. I'LL TAKE SILENCE AS A YES. AND I DO
21 APPRECIATE YOUR ARGUMENTS AND I DO APPRECIATE THE FACT YOU
22 WERE PATIENT WITH THE COURT THIS MORNING AND ITS NEED TO
23 CONTINUE THE MATTER TO THE AFTERNOON. SO LET ME START
24 WITH THE RULING IN THE COUNTY OF LOS ANGELES VERSUS CITY
25 OF NORWALK; 20STCP01480, WHICH, FOR CLARITY, I'LL CALL THE
26 MORATORIUM CASE VERSUS THE LEASE CASE.

27 SO I AM FINDING IN FAVOR OF THE MOVING PARTY
28 AND GRANTING THE RELIEF REQUESTED BASED UPON THE FOLLOWING

1 ANALYSIS:

2 SO THERE ARE TWO FACTORS, ESSENTIALLY, THAT
3 THE COURT MUST CONSIDER IN DETERMINING WHETHER OR NOT TO
4 ISSUE A TEMPORARY RESTRAINING ORDER. ONE IS THE
5 LIKELIHOOD OF SUCCESS ON THE MERITS AND THE SECOND IS THE
6 ISSUE OF HARM.

7 AS I TRIED TO SUMMARIZE, AS A RESULT OF THIS
8 UNPRECEDENTED PANDEMIC FEDERAL, STATE, AND LOCAL STATES OF
9 EMERGENCY HAVE BEEN DECLARED, THE EMERGENCY SERVICES ACT
10 AND POWERS STATE, AND LOCAL GOVERNMENTS TO DECLARE
11 EMERGENCIES AND COORDINATE SERVICES AND GOVERNMENT HAS THE
12 AUTHORITY THROUGH GOVERNMENT CODE 8550, ET SEQ. TO ENACT
13 EMERGENCY PROGRAMS. AND THE GOVERNOR USED HIS AUTHORITY
14 TO ENACT THE -- CERTAIN PROGRAMS THROUGH THE TWO EXECUTIVE
15 ORDERS AT ISSUE HERE IN AN EFFORT TO SAVE LIVES, PROTECT
16 HUMAN HEALTH, AND LIMIT THE BURDEN ON THE HEALTHCARE
17 SYSTEM. AND THERE IS AUTHORITY GUIDED BY THE MOVING PARTY
18 THAT EXECUTIVE ORDERS HAVE THE FORCE AND EFFECT OF LAW.

19 IT'S THE COURT'S POSITION THAT BELL GARDENS
20 MUST COMPLY WITH THESE ORDERS THAT THE COUNTY HAS THE
21 POWER -- NOT ONLY THE POWER TO CARRY OUT, BUT ALSO THE
22 OBLIGATIONS TO CARRY OUT THE STATEWIDE EMERGENCY PLANS AND
23 ORDERS PURSUANT TO GOVERNMENT CODE 8568, AND PURSUANT TO
24 GOVERNMENT CODE 8634 OF THE COUNTY IS AUTHORIZED TO
25 CREATE, IMPLEMENT, AND ENFORCE ITS OWN PROGRAM SUCH AS THE
26 Q AND I PROGRAM.

27 SO IT APPEARS, IN LIGHT OF THOSE POWERS AND
28 THE AUTHORITY OF THE COUNTY, AND OBLIGATION OF THE COUNTY

1 TO EXECUTE THE GOVERNOR'S ORDERS AND DECLARATIONS, THAT
2 THE MORATORIUM AT ISSUE THAT I SUMMARIZED AT THE BEGINNING
3 OF MY COMMENTS IS VOID.

4 AS THE MOVING PARTY SAYS, TAKES AIM AT THE
5 STATE AND THE COUNTY'S ORDERS BY INSERTING A VETO POWER
6 OVER THE COUNTY'S EXECUTION OF THE GOVERNOR'S EMERGENCY
7 ORDERS AND POWERS AND ITS OWN EMERGENCY POWERS, WHICH I
8 THINK IS PERSUASIVELY ARGUED. THE RESULT IS THAT IT'S
9 THREATENING LIVES AND IS CREATING DANGER AND IT'S
10 UNENFORCEABLE.

11 SO I THINK IN TERMS OF THE FIRST FACTOR, THE
12 LIKELIHOOD OF SUCCESS ON THE MERITS BY THE PLAINTIFF
13 THERE'S A STRONG LIKELIHOOD OF SUCCESS ON THE MERITS.

14 GOING TO THE HARM. CERTAINLY THE HARM HERE
15 IS SOMEWHAT OBVIOUS IF THE HOTEL OR IF BELL GARDENS IS
16 ALLOWED TO IMPLEMENT THIS MORATORIUM IT WOULD ESSENTIALLY
17 BE A GATEKEEPER FOR SIMILAR LOCATIONS WITH SIMILAR
18 FUNCTION BEING IMPLEMENTED IN THE CITY, WHICH ESPECIALLY
19 GIVEN THAT THIS IS A FACILITY FOR PERSONS THAT HAVE EITHER
20 TESTED POSITIVE FOR THE VIRUS OR HAVE EXHIBITED SYMPTOMS
21 THAT NEED A LOCATION TO REALLY SEEK CARE AS DISTINGUISHED
22 FROM HOSPITALIZATION BECAUSE THEY ARE EITHER HOMELESS OR
23 DO NOT HAVE A HOME OR RESIDENCE THAT WOULD PROVIDE THEM
24 WITH THE ABILITY TO ISOLATE AND QUARANTINE. FOR EXAMPLE,
25 THEY MAY LIVE SOMEWHERE WHERE A BUNCH OF OTHER PEOPLE
26 LIVE, YOU KNOW, 10 OTHER FAMILY MEMBERS OR SOMETHING LIKE
27 THAT. SO IT WOULD PREVENT ADDITIONAL LOCATION.

28 I WAS NOT PERSUADED, ALTHOUGH I UNDERSTAND

1 THE DISTINCTION THAT THE CITY MAKES THAT THE CITY IS NOT,
2 YOU KNOW, SORT OF ATTEMPTING TO EVICT THE 56 PEOPLE OR SO
3 THAT ARE AT THE HOTEL. THEY'RE SIMPLY TRYING TO WIND DOWN
4 THE LOCATION. AGAIN, I HEAR THE DISTINCTION. I WASN'T
5 PERSUADED BY IT. AND THERE CERTAINLY DOES NOT SEEM TO BE
6 A SHOWING OF HARM AT LEAST SUPPORTED BY ANY EVIDENCE TO
7 BELL GARDENS, AND I TOO WAS -- I TOO TOOK A CLOSE LOOK AT
8 THE POLICE CHIEF'S DECLARATION.

9 SO, FOR EXAMPLE, HE SAID THAT THERE WAS --
10 HOLD ON. LET ME FIND IT. HE SAID AS A RESULT OF THE
11 WALK-THROUGH ON THE 13TH THAT THERE WAS NO SECURITY TO
12 MONITOR ENTRANCES AND EXITS AND THERE WERE OPEN WALKWAYS.

13 THE FACT THAT THERE WERE OPEN WALKWAYS,
14 THERE WAS NEVER ANY, SORT OF, WHAT WAS -- SO WHAT WAS SORT
15 OF MY RESPONSE TO THAT. WHY ARE OPEN WALKWAYS
16 PROBLEMATIC? HE SAID HE'D DRIVEN BY SEVERAL TIMES AND HE
17 HAD SEEN ONE OR TWO PATIENTS IN EXPOSED WALKWAYS.

18 AGAIN, I'M NOT SURE THAT THAT WASN'T SIMPLY
19 PERHAPS A PATIENT WALKING FROM THE TESTING LOCATION BACK
20 TO HER ROOM -- OR SORT OF WITHOUT MORE EXPLANATION I COULD
21 NOT SORT OF MAKE -- I COULDN'T GAUGE THE HARM FROM THAT.

22 WITH REGARD TO THE TRAFFIC ISSUES. HE SAID
23 THAT HE SAW SEVERAL VEHICLES STOPPING ALONG THE RED CURB.
24 WITHOUT KNOWING MORE ABOUT HOW MANY VEHICLES, WAS IT TWO
25 OR WAS IT 50? HOW LONG WERE THEY THERE? WAS THERE SOME
26 OTHER OBSTRUCTION LIKE A PARKED CAR AND IF SO WHOSE CAR?
27 THAT WAS NOT EVIDENCE THAT THERE WAS ANY HARM TO THE CITY.

28 HE SAID THERE WERE TWO OFFICERS ASSIGNED TO

1 THE FACILITY PER SHIFT AND ALSO AT THE SCHOOL DURING MEAL
2 DISTRIBUTION. AS MR. MILLER SAID, THAT'S PROBABLY OKAY
3 GIVEN THAT THAT'S WHAT THEY ARE THERE TO DO.

4 THERE'S BEEN SOME EMPHASIS ON THE FACT THAT
5 THE HOTEL IS NEAR THIS SCHOOL FOR MEAL DISTRIBUTION, BUT
6 THERE WAS NO EXPLANATION ABOUT WHY THAT'S HARMFUL. IT
7 CERTAINLY WAS NOT CLOSE TO THE SCHOOL. LIKE, FEWER THAN
8 SIX FEET OR SOMETHING LIKE THAT. SO IT WAS UNCLEAR WHY
9 THAT WAS HARMFUL. SOMEONE HAD TRIED TO JUMP OFF A
10 THIRD-FLOOR BALCONY WAS FOUND AT A CASINO. WHILE THAT
11 FACT WOULD BE TROUBLING IN ANY SCENARIO, WITHOUT KNOWING
12 MORE ABOUT IT I COULDN'T SORT OF GAUGE ANY SIGNIFICANCE
13 FOR IT.

14 ONE PERSON WALKED OFF AND WAS CONVINCED TO
15 RETURN, BUT I DIDN'T LEARN ANYTHING ABOUT THAT PERSON; HOW
16 LONG HAD THEY BEEN THERE; WAS IT DAY 13.5, OR WAS IT DAY
17 ONE AFTER A POSITIVE TEST? I JUST COULDN'T TELL.

18 AND THEN APPARENTLY THERE WAS SOME
19 CHARACTERIZATION OF A WOMAN AS A SEX WORKER. AND, AGAIN,
20 I'M NOT SURE WHAT THAT CHARACTERIZATION WAS BASED ON. AND
21 SHE HAD BEEN THERE FOR EIGHT MINUTES, THEY DETERMINED,
22 WHICH I COULD NOT DETERMINE THE HARM FROM THAT.

23 SO BALANCING THE LIKELIHOOD OF SUCCESS ON
24 THE MERITS BY THE COUNTY, AND THE SHOWING OF HARM IF THE
25 TRO WERE DENIED VERSUS THE LACK OF SHOWING OF HARM IF THE
26 TRO IS GRANTED, ALL LEADS THE COURT TO THE CONCLUSION THAT
27 BASED UPON THE PAPERS AND THE EVIDENCE PRESENTED THAT THE
28 COUNTY'S REQUEST FOR RELIEF IS GRANTED.

1 LET ME NOW GO TO THE CITY OF BELL GARDENS
2 VERSUS BELL GARDENS HOSPITALITY; 20STCV15440.

3 SO THIS IS WHAT WE'VE BEEN REFERRING TO AS
4 THE LEASE CASE. AND, AGAIN, I'LL GO THROUGH THE BALANCING
5 OF THOSE TWO FACTORS WITH THESE FACTS IN MIND.

6 SO IN TERMS OF THE LIKELIHOOD OF SUCCESS ON
7 THE MERITS, CERTAINLY THE CITY HAS A ARGUMENT BASED UPON
8 THE PLAIN LANGUAGE OF THE LEASE, THAT THE LEASE IS LIMITED
9 TO THIS PROPERTY BEING USED TO OPERATE -- TO CONSTRUCT AND
10 THEN OPERATE A HOTEL. AND THE ISSUES THAT ARE PRESENTED
11 THEN LEAD TO AN ARGUMENT BY BOTH THE COUNTY AND THE HOTEL
12 THAT THE PROPERTY IS NOT BEING USED FOR A HOTEL -- OR THE
13 PROPERTY IS BEING USED FOR A HOTEL.

14 THERE'S ALSO THE ARGUMENT THAT GOES TO THE
15 LIKELIHOOD OF SUCCESS ON THE MERITS AS TO WHETHER OR
16 NOT -- LET'S ASSUME FOR THE SAKE OF ARGUMENT THAT THE
17 HOTEL IS NOT BEING USED TO OPERATE AS A HOTEL, BUT RATHER
18 TO OPERATE AS A QUARANTINE AND ISOLATION FACILITY IN
19 THIS -- IN THIS UNBELIEVABLE TIME THAT WE'RE GOING
20 THROUGH. THE QUESTION IS THEN, WELL, IS THIS -- IS THIS A
21 MATERIAL BREACH OF THE LEASE TERM GIVEN THAT IT'S A
22 TWO-MONTH LEASE -- IT'S A TWO-MONTH CONTRACT BETWEEN THE
23 HOTEL AND THE COUNTY, AND IT'S A 99 YEAR GROUND LEASE.
24 AND SO FOR TWO MONTHS OF THIS 99 YEAR PERIOD THIS HOTEL IS
25 GOING TO BE USED FOR THIS ALTERNATE PURPOSE. IS THAT IN
26 FACT A MATERIAL BREACH OF THE LEASE?

27 SO, YOU KNOW, I THINK THOSE ARE LEGITIMATE
28 ISSUES. I THINK THAT THE LIKELIHOOD OF SUCCESS ON THE

1 MERITS PRONG IS THE STRONGEST ARGUMENT FOR THE CITY, BUT
2 I'M NOT CONVINCED, GIVEN THAT THE POWERS THAT THE STATE
3 AND THE COUNTY HAVE AS A RESULT OF THIS WORLDWIDE
4 PANDEMIC, I'M NOT ENTIRELY CONVINCED THAT A FINDER OF FACT
5 WOULD FIND THAT THESE INCREDIBLY, UNUSUAL AND UNIQUE AND
6 UNPRECEDENTED CIRCUMSTANCES THAT HAVE CAUSED THIS HOTEL
7 FOR A VERY LIMITED PERIOD OF TIME TO OPERATE AS SOMETHING
8 OTHER THAN WHAT WAS INTENDED BY THE LEASE TO BE A BREACH.
9 BUT THAT'S NOT THE END OF THE ANALYSIS.

10 AND THE PART OF THE ANALYSIS THAT, IN THIS
11 SITUATION, I THINK INURES IN FAVOR OF THE HOTEL, THE
12 HOTEL/DEFENDANT, IS THE HARM FACTOR, AND I'M NOT SURE I
13 NEED TO SORT OF REPEAT EVERYTHING THAT I SAID IN
14 CONNECTION WITH THE OTHER CASE, BUT CERTAINLY THE HARM IF
15 THIS HOTEL CANNOT BE CONTINUED TO USE FOR THIS PURPOSE
16 WOULD BE GREAT BECAUSE IT HAS PROVIDED THIS PLACE OF
17 TREATMENT FOR SICK INDIVIDUALS THAT WOULD OTHERWISE NOT
18 HAVE A PLACE TO GO TO RECUPERATE OR TO HEAL AND BE
19 TREATED.

20 AND I WILL SAY, BECAUSE THERE WAS A LOT OF,
21 SORT OF, ARGUMENT ABOUT THE FACT THAT BELL GARDENS THINKS
22 THERE'S OTHER PROPERTIES THAT ARE BETTER SUITED, BUT I WAS
23 ONCE AGAIN PROVIDED WITH A DECLARATION OF ONE OF THE
24 DEPARTMENT OF HEALTH WORKERS WHICH GOES INTO GREAT DETAIL
25 ABOUT THE CRITERIA THAT THE COUNTY USED TO DETERMINE, AND
26 HAS DETERMINED, IN -- AT DOCKWEILER BEACH, BUT ALSO IN
27 BELL GARDENS, AND PERHAPS ELSEWHERE, WHAT IT TAKES INTO
28 ACCOUNT IN CONCLUDING THAT A PROPERTY LIKE THE BELL

1 GARDENS HOTEL IS IN FACT A PROPERTY THAT WILL -- THAT WILL
2 ACCOMMODATE ALL OF THE DIFFERENT THINGS THAT ARE HAPPENING
3 AT THIS PARTICULAR SITE, AND IN CONNECTION WITH THE Q AND
4 I FACILITY PROJECT.

5 I THINK I DIGRESSED A LITTLE BIT THERE.

6 ANYWAY, GOING BACK TO THE HARM. THE HARM IS
7 OBVIOUS IF THE TRO IS GRANTED IN THE BELL GARDENS VERSUS
8 HOTEL CASE. AND AS I SAID, THE HARM TO THE CITY IS -- THE
9 EVIDENCE OF THE HARM TO THE CITY IS PRETTY WEAK BASED UPON
10 THE CITY MANAGER'S DECLARATION AS WELL AS THE POLICE
11 CHIEF. THERE ARE A LOT OF -- THERE ARE MAYBE SEVEN OR
12 EIGHT THINGS THAT WERE POINTED OUT THAT JUST, AT THE END
13 OF THE DAY, WERE NOT EITHER EXPLAINED OR THEY WERE NOT
14 DEVELOPED SUCH THAT THE COURT CAN GLEAN THAT IN FACT THEY
15 WERE PROBLEMATIC.

16 SO FOR ALL OF THOSE REASONS THE COURT WILL
17 DENY THE REQUESTED RELIEF BY THE CITY OF BELL GARDENS.

18 THANK YOU TO ALL OF YOU. I AM GOING TO ASK
19 MR. MILLER'S FIRM TO GIVE NOTICE ACROSS THE BOARD.

20 AND LET ME SET SOME DATES IN THE COUNTY
21 VERSUS CITY OF NORWALK MATTER.

22 YOUR ORDER TO SHOW CAUSE HEARING WILL BE
23 JULY 2ND, 2020, AT 9:30 IN THE MORNING, IN DEPARTMENT 85
24 NOT DEPARTMENT 1. THE MOVING AND SUPPLEMENTAL PAPERS, IF
25 ANY, MUST BE FILED BY MAY 6, 2020. THE PROOF OF SERVICE
26 ON THE MOVING AND SUPPLEMENTAL PAPERS ARE DUE MAY 15TH,
27 2020. THE OPPOSITION AND PROOF OF SERVICE ARE DUE JUNE
28 24TH, 2020. AND THE REPLY AND THE PROOF OF SERVICE ARE

1 DUE JUNE 29TH, 2020.

2 SO LET ME JUST MAKE CLEAR ONE THING. AND
3 THIS IS REALLY FOR THE BENEFIT OF MR. BOURKE AND
4 MR. GALLAGHER, MADRUGA -- AND WHO ELSE DID I HAVE --

5 MR. CAMPION: CAMPION.

6 THE COURT: CAMPION.

7 SO GENERALLY SPEAKING THE COURT WOULD SET
8 THE OSC HEARING SOONER, BUT THE COURT'S NOT OPENING UNTIL
9 JUNE 22ND, 2020. AND, YOU KNOW, WHAT OUR COURT LOOKS LIKE
10 WHEN IT OPENS THAT DAY IS A DIFFERENT ISSUE, WHICH IS WHY
11 I SET IT OUT TO JULY 2ND, 2020.

12 WE ARE OPERATING PURSUANT TO A GENERAL
13 ORDER, OR A SERIES OF GENERAL ORDERS, AND THESE OSC
14 HEARING IS NOT AMONG THE MATTERS THAT THE PRESIDING JUDGE
15 HAS DECIDED WILL BE HEARD IN CIVIL.

16 ANY THOUGHTS TO THAT?

17 MR. CAMPION: I JUST HAD A QUESTION, YOUR HONOR,
18 ABOUT THE SCOPE OF THE INJUNCTION IN COUNTY VERSUS CITY OF
19 NORWALK.

20 IN OUR BRIEFING WE HAD NOTED THAT YOU CAN'T
21 STAY A PENDING CIVIL ACTION. AND THE INJUNCTIVE RELIEF
22 REQUESTED BY THE COUNTY IS VERY BROAD. I WAS CONCERNED
23 THAT IF I, YOU KNOW, CONTINUE TO PROSECUTE, YOU KNOW, BELL
24 GARDENS VERSUS BELL GARDENS HOSPITALITY THAT I WOULD BE IN
25 BREACH OF THE INJUNCTION. SO I WANTED SOME CLARIFICATION
26 ON THAT.

27 THE COURT: SO IF I UNDERSTAND YOUR QUESTION
28 CORRECTLY I'M GOING TO MAKE THE SAME CHANGES TO THAT ORDER

1 THAT I MADE IN CONNECTION WITH THE HOTEL THAT WAS IN
2 NORWALK, WHICH IS I LIMITED THE ORDER TO THE PARTICULAR
3 HOTEL AT ISSUE. IN THIS CASE IT WOULD BE THE QUALITY INN.
4 SO I'LL MAKE THE SAME CHANGES TO THE ORDER.

5 MR. CAMPION: THE QUESTION WAS MORE ABOUT THE
6 PENDING SUIT THAT THE CITY OF -- THE CITY OF BELL GARDENS
7 VERSUS BELL GARDENS HOSPITALITY. BECAUSE POTENTIALLY
8 LITIGATING THAT FALLS WITHIN THE FIRST AND THIRD PRONGS OF
9 THE INJUNCTION THE COUNTY REQUESTS. AND BY LAW THAT CAN'T
10 BE ENJOINED. IT'S PROHIBITED UNDER THE CIVIL CODE.

11 MR. MILLER: THIS IS SKIP MILLER. THEN WHY ARE
12 YOU ASKING THE QUESTION?

13 MR. CAMPION: WELL, YOU CAN WORD YOUR INJUNCTION
14 BETTER, SKIP.

15 THE COURT: SO HERE'S WHAT -- THIS IS WHAT I'M
16 GOING TO DO, WHICH IS -- I'M NOT SURE MR. -- WAS THAT
17 MR. CAMPION? OKAY. MR. CAMPION. I'M NOT SURE WHAT YOUR
18 QUESTION WAS, BUT I THINK IF THERE WAS A QUESTION YOU'RE
19 SEEKING SOME DECLARATORY RELIEF ON MY PART -- ON YOUR
20 PART. YOU WANT INFORMATION FROM THE COURT WHICH I'M NOT
21 INCLINED TO DO.

22 MR. MADRUGA: IT SEEMS TO ME -- THIS IS TOM
23 MADRUGA -- THAT IF THE OSC IS BEING SCHEDULED THEN IT'S
24 WELL WITHIN THE COURT'S EXPECTATION THAT IT WILL CONTINUE
25 TO LITIGATE UP UNTIL THE OSC HEARING, AT LEAST THAT'S THE
26 IMPLICATION I GET; IS THAT CORRECT?

27 THE COURT: ANYBODY ELSE WANT TO BE HEARD?

28 MR. GALLAGHER: IF I COULD QUICKLY, YOUR HONOR.

1 DID I HEAR YOU SAY YOU WERE SETTING A BRIEFING DUE FOR THE
2 OSC FOR MAY 6TH?

3 THE COURT: THAT'S FOR THE MOVING AND ANY
4 SUPPLEMENTAL PAPERS IF YOU DECIDE TO FILE ANY.

5 MR. GALLAGHER: YOUR HONOR, ON THAT NOTE, BECAUSE
6 I THINK WE'RE GOING TO HAVE TO WITHDRAW UNLESS THINGS
7 CHANGE, WE'VE GOTTEN MIXED SIGNALS AS WE STARTED IN THIS
8 HEARING, AND I THINK THE CITY'S GOING TO NEED INDEPENDENT
9 COUNSEL. SO IF I COULD, MAYBE, PUSH THAT OUT A WEEK TO
10 GIVE THAT NEW COUNSEL THE OPPORTUNITY TO GET UP TO SPEED
11 ON THE CASE IN CASE THEY WANT TO SEE IT DIFFERENTLY I
12 THINK THAT GIVES ENOUGH TIME BEFORE JULY 2ND EITHER WAY.

13 MS. HASHMALL: YOUR HONOR, THIS IS
14 MIRA HASHMALL --

15 THE COURT: GO AHEAD.

16 MS. HASHMALL: I UNDERSTOOD YOU TO BE GIVING DATES
17 AFTER GRANTING OUR TRO FOR THE OSC ON THE COUNTY'S MOTION.

18 THE COURT: YES. SO I THINK WHAT I WAS ABOUT TO
19 SAY, AND MISS HASHMALL WAS SAYING, I THINK THE SAME THING
20 IS, YOU KNOW, I'M SETTING AN OSC HEARING FOR THE CITY OF,
21 EXCUSE ME, THE COUNTY VERSUS THE CITY OF NORWALK, THE CITY
22 OF BELL GARDENS, AND NOW THERE'S SOME OTHER CITY ON THERE,
23 THE CITY OF LYNWOOD.

24 SO THE CITY'S OPPOSITION WOULD NOT BE DUE
25 UNTIL JUNE 24TH. THE MAY 6TH DATE IS A DATE THAT THE
26 MOVING PARTY, THE COUNTY, MUST MEET. DOES THAT MAKE
27 SENSE?

28 MR. GALLAGHER: NOT A PROBLEM, YOUR HONOR. I

1 APOLOGIZE. IF WE RECEIVE IT WE'LL GET THE PAPERS TO
2 WHOEVER NEW COUNSEL OF RECORD WILL BE. FOR NOW WE'LL JUST
3 ACT AS A REPOSITORY.

4 MR. MADRUGA: THAT HELPS CLARIFY.

5 MR. GALLAGHER: WE WERE NAMED AS A DEFENDANT
6 WITHIN TWO DAYS AGO. SO I THINK WE'LL TRY TO EFFECTUATE A
7 QUICK SUBSTITUTION AND WE'LL MAKE SURE WE GET ALL THE
8 PAPERS TO WHOEVER THE NEW PARTY IS.

9 THE COURT: OKAY. THERE'S A LOT OF MOVING PARTS
10 IN THESE TWO THINGS. SO HOPEFULLY THAT PROVIDES EVERYBODY
11 WITH SOME CLARIFICATION.

12 MR. GALLAGHER: THANK YOU VERY MUCH, YOUR HONOR.

13 THE COURT: THANK YOU ALL OF YOU. APPRECIATE YOUR
14 PATIENCE.

15 (ALL SAY, "THANK YOU, YOUR HONOR.")

16 THE COURT: THANKS FOR THE HARD WORK. APPRECIATE
17 IT.

18 (PROCEEDINGS CONCLUDED AT 2:51 PM.)
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THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 1 HON. SAMANTHA P. JESSNER, JUDGE

COUNTY OF LOS ANGELES,)
)
PETITIONER/PLAINTIFF(S),)CASE NO. 20STCP01480
)AND RELATED CASE
CITY OF NORWALK; CITY OF BELL)20STCV15440
GARDENS; CITY OF LYNWOOD; AND)
DOES 3-10, INCLUSIVE,)
)
RESPONDENT/DEFENDANT(S).)
_____)

I, LISA A. AUGUSTINE, OFFICIAL REPORTER PRO TEMPORE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT I DID CORRECTLY REPORT THE PROCEEDINGS CONTAINED HEREIN AND THAT THE FOREGOING PAGES 1 THROUGH 45, COMPRISE A FULL, TRUE AND CORRECT TRANSCRIPT OF THE PROCEEDINGS AND TESTIMONY TAKEN IN THE MATTER OF THE ABOVE-ENTITLED CAUSE ON MAY 5, 2020.

EXECUTED THIS 7TH DAY OF MAY, 2020

Lisa Augustine
LISA A. AUGUSTINE, RPR, CSR NO. 10419