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|---|---|
|  Attachment G - ZHO addendum.pdf<br>97 KB                    |  Steve Madison Complaint 2 1-25-26 (1).pdf<br>144 KB |
|  Steve Madison Complaining 1-22-26 (1).pdf<br>20 MB          |  PRA Request #0041210.pdf<br>627 KB                  |
|  delgado oped.pdf<br>2 MB                                    |  Decision Letter.pdf<br>589 KB                       |
|  CFS 997 E. Walnut St from 01012023 to 09242025.pdf<br>50 KB |   |

**From:** Martin Truitt  
**Sent:** Wednesday, March 4, 2026 8:19 PM  
**To:** Jomsky, Mark  
**Subject:** add to record

**[ ⚠ ] CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you **know** the content is safe. Report phish using the Phish Alert Button. For more information about the Phish Alert Button view article "KB0011474" on the DoIT portal.

Please include the attachments as part of the record for the Safe Parking item for

 \_leave our grounds to do drugs.pdf

Monday's meeting.

**Martin R. Truitt**  
 CERTIFIED PUBLIC ACCOUNTANT | MASTER OF BUSINESS TAXATION



Pasadena, CA 91101



This information is not intended to create, and receipt does not constitute, a legal relationship, including, but not limited to, an accountant-client relationship.

**Zoning Hearing Officer Addendum  
Minor Conditional Use Permit No. 7318  
202 N. Euclid Avenue  
August 29, 2025**

It is my understanding that members of the public have filed appeals of my decision to approve Minor Conditional Use Permit (MCUP) No. 7318. This permit authorizes a Safe Parking use for up to 25 vehicles in conjunction with the religious facility located at 202 North Euclid Avenue.

Prior to the public hearing held on June 18, 2025, I carefully reviewed the staff report and all related exhibits, conducted a site visit of the subject property, and considered all written testimony submitted by members of the public. The concerns expressed during the process primarily related to the following: safety of the proposed operation; unpermitted land use; loitering; adequacy of public notice; and compliance with the California Environmental Quality Act (CEQA).

After a thorough review of the record, I concurred with staff's recommendation that the required findings for approval could be made. I found staff's analysis to be comprehensive and well-reasoned, providing a solid basis for approval. In addition, I was persuaded by the applicant's presentation that community concerns could be reasonably addressed through the conditions of approval and by ongoing coordination with neighboring stakeholders. The following considerations were most significant in informing my determination:

**Compliance with Zoning Code**

I agree with staff's assessment that the Safe Parking use is conditionally permitted in the PS zoning district subject to approval of a Minor Conditional Use Permit. I further concur that the proposed use complies with the specific requirements of Zoning Code Section 17.50.265 (Safe Parking), including submittal of a management plan and compliance with applicable performance standards. Based on the record, I also found sufficient evidence to support the determination that the site qualifies as a religious facility, thereby meeting eligibility requirements for operation of a Safe Parking program.

**Safety Concerns**

I determined that the Safe Parking program, as conditioned, would not be detrimental to the health, safety, or general welfare of persons residing or working in the surrounding neighborhood. The operation incorporates multiple safeguards specifically intended to minimize potential adverse impacts, including discouraging loitering, littering, late-night disturbances, use of the public right-of-way, and noise.

Conditions of approval require: (1) the presence of a security guard during all hours of operation; (2) establishment of a hotline for community concerns; and (3) designation of a program representative who is available at all times during operation to respond promptly to issues.

To further address sanitary needs in a manner consistent with neighborhood compatibility, I imposed a condition requiring use of the indoor restroom facilities in lieu of the initially proposed portable toilet. My concern with reliance on a portable toilet is that it could attract unwanted activity from unhoused individuals outside of the Safe Parking program. However, I recognize that the use of a portable toilet may be appropriate if access is strictly controlled. Therefore, I would support the

use of a portable toilet provided it is equipped with a key code mechanism available only to Safe Parking participants.

Collectively, these measures establish a robust framework of safeguards that adequately address neighborhood safety concerns while allowing the Safe Parking program to operate responsibly.

**Public Noticing and CEQA Compliance**

I found that all required noticing procedures were followed prior to scheduling the public hearing. Proper notifications were mailed and posted in accordance with State and local requirements. Regarding CEQA, I determined that the project is categorically exempt from environmental review and that no unusual circumstances distinguish it from other projects in the exempt class. The use of the religious facility site for Safe Parking constitutes a negligible expansion of the existing use. Finally, I wish to clarify that my use of the term “mitigation measures” during the hearing was intended in a general sense to describe measures alleviating community concerns, and not in the technical CEQA context of environmental impact mitigation.

**Conclusion**

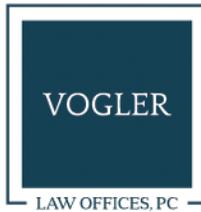
Based on these findings, and supported by the staff’s detailed evaluation, I determined that the proposed Safe Parking use is consistent with the intent and purpose of the City’s Zoning Code and is compatible with the surrounding neighborhood. In my judgment, the project will not result in significant adverse impacts to adjoining properties or the broader community.

Accordingly, I reaffirm my decision to approve **Minor Conditional Use Permit No. 7318**.

Res ectfull ,



Alex Garcia  
Zoning Hearing Officer



January 25, 2026

**(Via E-Mail Only: [mjomsky@cityofpasadena.net](mailto:mjomsky@cityofpasadena.net))**

City of Pasadena  
Pasadena City Councilmembers  
100 N. Garfield Ave.  
Pasadena, CA 91101

Dear Councilmembers:

I represent a resident, property owner and registered voter in the City of Pasadena.

At the request of my client, I am furthering my correspondence to you dated January 22, 2026 regarding a requested investigation of the conduct of Councilmember Steven Madison.

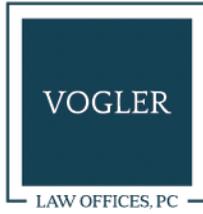
On October 4, 2021 Councilmember Madison voted to approve a City of Pasadena contract with the Los Angeles County Sheriff's Department ("Sheriff's Department") that called for payments to the Los Angeles County Sheriff's Department of \$1,900,000 per year for a period of five years not-to-exceed \$9,500,000.

Twenty-Five (25) days later on October 29, 2021, Mr. Madison's law firm acting as a claimant filed a "Demand for Arbitration" naming the Los Angeles County Sheriff's Department as the Respondent in a civil action seeking payment of \$1.7 million for legal work performed by Mr. Madison and his law firm.

This Arbitration Demand shows that Mr. Madison had a financial interest in the Los Angeles County Sheriff's Department (an agency of the County of Los Angeles) by virtue of his financial claim, and as their former lawyer, Mr. Madison had a duty of loyalty to the Los Angeles County Sheriff's Department (an agency of the County of Los Angeles).

In addition to the issues contained in my correspondence of January 22, 2026, I wish to note that when Mr. Madison voted to approve a \$9.5 million contract between the City of Pasadena and the Sheriff's Department, a former client of Mr. Madison's, not only was Mr. Madison conflicted by the nature of his relationship with the Sheriff's Department, but also by his financial claim (and his law firm's claim) that the Sheriff's Department owed his law firm \$1.7 million.

On behalf of my client, I request that the Pasadena City Council investigate the conduct of Councilmember Steve Madison's in this matter as well.



Very Respectfully,

A handwritten signature in black ink, appearing to read "Michael J. Vogler". The signature is fluid and cursive, with a prominent vertical stroke on the right side.

Michael J. Vogler, Esq.



January 22, 2026

**(Via E-Mail Only: [mjomsky@cityofpasadena.net](mailto:mjomsky@cityofpasadena.net))**

City of Pasadena  
Pasadena City Council  
100 N. Garfield Ave.  
Pasadena, CA 91101

Dear Councilmembers:

I represent a resident, property owner and registered voter in the City of Pasadena.

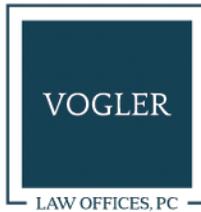
On behalf of my client, I request that the Pasadena City Council investigate the conduct of Councilmember Steve Madison's participation in the creation and negotiation of a City of Pasadena contract with the County of Los Angeles while he was simultaneously pursuing financial claims against the County of Los Angeles stemming from a fee dispute between Mr. Madison's and his client, the County of Los Angeles. **Exhibit 1**.

There can be little doubt that a conflict of interest arose when Mr. Madison, on the one hand, was suing his former client, The County of Los Angeles, for unpaid legal services by Mr. Madison and his law firm, Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel"), while on the other hand Mr. Madison was acting in an official capacity as a representative of the City of Pasadena in contract negotiations with the County of Los Angeles.

The County Charter makes clear that the Office of County Counsel exclusively represents the County and all County agencies and officials acting in the course and scope of their public duties which Mr. Madison was doing when representing the County of Los Angeles. Yet, Mr. Madison was also representing the City of Pasadena in contract preparation with the County of Los Angeles. It is unethical that Mr. Madison would wear both hats at the same time.

Not only did Mr. Madison claim that he was providing legal services for the County of Los Angeles, but he also claimed a financial interest through his fee dispute litigation against the County of Los Angeles.

To support my client's allegations, attached is proposed retainer agreement, dated March 29, 2019, between the L.A. County Counsel's office and Mr. Madison at Quinn Emanuel;



“As you know, you were retained under Government Code section 31000.6(a), which authorizes the Board of Supervisors to employ legal counsel to assist the Sheriff in any case where the County Counsel would have a conflict of interest.”

**Exhibit 2.**

and a Quinn Emanuel engagement letter with the Los Angeles County Sheriff’s Department, dated October 29, 2021, where Mr. Madison wrote,

“I will be primarily responsible for the Engagement and will be actively involved in the preparation of the case and any trial.” **Exhibit 3.**

Government Code Section 1090 prohibits an officer, employee, or agency from participating in making government contracts in which the official or employee within the agency has a financial interest. “Making” a contract includes final approval of the agreement, as well as involvement in preliminary discussion, planning, negotiation, and solicitation of bids.

Indeed, on October 23, 2025, the California Court of Appeal held that Quinn Emanuel acted in bad faith when suing the County of Los Angeles for unpaid legal fees of approximately \$1.7 million for work performed in part by Mr. Madison himself (see, *County of Los Angeles v. Quinn Emanuel Urquhart & Sullivan, LLP*, 115 Cal. App. 5<sup>th</sup> 489) and demonstrates that Councilmember Madison had long been pursuing a financial interest with the County of Los Angeles while at the same time serving and acting in an official capacity as a representative of the people of Pasadena.

The record shows that Mr. Madison not only participated in making a contract with the County of Los Angeles, but also voted on multiple Pasadena City Council matters involving the County of Los Angeles including but not limited to matters relating to a joint venture between the City of Pasadena and the County of Los Angeles to purchase and operate a mental health facility (aka “The Kaiser Project”), which has already costs the City in excess of \$12 million.

Because Pasadena City Councilmember Steve Madison participated in the making of a contract with the County of Los Angeles, an entity that he provided legal services to and was suing for disputed legal fees of \$1.7 million, Mr. Madison created a conflicted financial interest and prohibited conflict of interest from which Mr. Madison should have recused himself from involvement as a representative of the City of Pasadena when any discussions regarding the County of Los Angeles arose or occurred.

For the reasons discussed above, my client requests that the City Council of Pasadena:

- 1) Seek an opinion from the California Fair Political Practices Commission regarding whether Steven Madison had/has a conflict with matters relating to the County of



Los Angeles because he had a financial interest in the County of Los Angeles as a result of his then pending lawsuit.

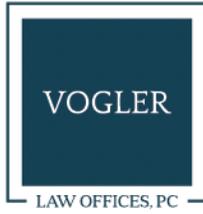
- 2) Retain outside counsel to investigate the conduct of Steven Madison in this matter to determine if Steven Madison's conduct has tainted the Kaiser development process and what actions, if any, are necessary to remediate Madison's conduct and eliminate the risk the project could be voided.
- 3) If appropriate, take action to prevent Steven Madison from further tainting the Kaiser project if Madison continues to refuse to recuse himself.
- 4) As a result of the substantial City funds at issue, consider exercising the Council's subpoena powers to collect additional facts from Mr. Madison.

If you have any questions, please do not hesitate to contact me.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Michael V. Vogler".

Michael V. Vogler, Esq.



# EXHIBIT 1

Tel. +1 (626) 375-5843 | [www.voglerlawoffices.com](http://www.voglerlawoffices.com)

IN UNITED STATES: 5320 E. 2<sup>nd</sup> St., Suite 10, Long Beach, CA 90803 | IN BRAZIL: Carlos von Koseritz, 58/704, Porto Alegre, RS 90540-030



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

## TO RESPONDENT (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Add more respondents on page 6.

RESPONDENT NAME	THE COUNTY OF LOS ANGELES				
ADDRESS	500 West Temple Street				
CITY	Los Angeles	STATE	CA	ZIP	90012
PHONE	(213)974-1801	FAX	(213)626-7446	EMAIL	

## RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	Rodrigo A. Castro-Silva				
FIRM/COMPANY	L.A. County Office of the County Counsel				
ADDRESS	500 West Temple Street, Ste 648				
CITY	Los Angeles	STATE	CA	ZIP	90012
PHONE	(213) 974-1811	FAX	(213) 626-7446	EMAIL	

## FROM CLAIMANT

Add more claimants on page 7.

CLAIMANT NAME	Quinn Emanuel Urquhart & Sullivan, LLP				
ADDRESS	865 South Figueroa Street, 10th Floor				
CITY	Los Angeles	STATE	CA	ZIP	90071
PHONE	(213)443-3000	FAX	(213)443-3100	EMAIL	seanli@quinnemanuel.com

## CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	Ziyong Li				
FIRM/COMPANY	Quinn Emanuel Urquhart & Sullivan, LLP				
ADDRESS	50 California Street, 22nd Floor				
CITY	San Francisco	STATE	CA	ZIP	94111
PHONE	(415)875-6600	FAX	(415)875-6700	EMAIL	seanli@quinnemanuel.com



# Demand for Arbitration Form (continued)

## Instructions for Submittal of Arbitration to JAMS

### MEDIATION IN ADVANCE OF THE ARBITRATION



If mediation in advance of the arbitration is desired, please check here and a JAMS Case Manager will assist the parties in coordinating a mediation session.

### NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

CLAIMANT HEREBY DEMANDS THAT YOU SUBMIT THE FOLLOWING DISPUTE TO FINAL AND BINDING ARBITRATION.  
A MORE DETAILED STATEMENT OF CLAIMS MAY BE ATTACHED IF NEEDED.

Breach of Contract  
 Services Rendered / Quantum Meruit  
 Promissory Estoppel  
 Open Book Account

See details in the Attachment

AMOUNT IN CONTROVERSY (US DOLLARS) \_\_\_\_\_



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

## ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows. *Please cite location of arbitration provision and attach two copies of entire agreement.*

ARBITRATION PROVISION LOCATION
Engagement Agreement at pp. 11-12.

## RESPONSE

The respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. *Send the original response and counter-claim to the claimant at the address stated above with two copies to JAMS.*

## REQUEST FOR HEARING

REQUESTED LOCATION	Los Angeles
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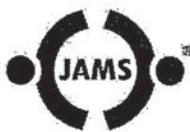
## ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

See: *Comprehensive Rule 16.1*

By checking the box to the left, Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 16.1 and 16.2 be applied in this matter. Respondent shall indicate not later than seven (7) days from the date this Demand is served whether it agrees to the Expedited Procedures.

## SUBMISSION INFORMATION

SIGNATURE		DATE	10/29/2021
NAME (PRINT/TYPED)	Ziyong Li		



# Demand for Arbitration Form (continued)

## Instructions for Submittal of Arbitration to JAMS

Completion of this section is required for all consumer or employment claims.

### CONSUMER AND EMPLOYMENT ARBITRATION

Please indicate if this is a CONSUMER ARBITRATION. For purposes of this designation, and whether this case will be administered in California or elsewhere, JAMS is guided by California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e), as defined below, and the JAMS Consumer and Employment Minimum Standards of Procedural Fairness:

**YES**, this is a CONSUMER ARBITRATION.

**NO**, this is not a CONSUMER ARBITRATION.

"Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

**NOTE:** JAMS is guided by its Consumer Minimum Standards and Employment Minimum Standards when determining whether a matter is a consumer matter. In addition, JAMS may treat a matter as a consumer matter and apply the Employment Minimum Standards where an individual claims to have been misclassified as an independent contractor or otherwise improperly placed into a category other than employee or applicant for employment.

### EMPLOYMENT MATTERS

If this is an EMPLOYMENT matter, Claimant must complete the following information:

Private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee's annual wage. The employee's name will not appear in the database, but the employer's name will be published. Please check the applicable box below:

Less than \$100,000     \$100,000 to \$250,000     More than \$250,000     Decline to State

### WAIVER OF ARBITRATION FEES

In certain states (e.g. California), the law provides that consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information. Note: this requirement is not applicable in all states.



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

**RESPONDENT #2** (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

RESPONDENT NAME	Los Angeles County Sheriff's Department		
ADDRESS	Hall of Justice, 211 W. Temple Street		
CITY	Los Angeles	STATE	CA ZIP 90012
PHONE	FAX	EMAIL	

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY			
FIRM/COMPANY			
ADDRESS			
CITY	STATE	ZIP	
PHONE	FAX	EMAIL	

**RESPONDENT #3** (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

RESPONDENT NAME	Los Angeles County Sheriff Alex Villanueva, in his official capacity		
ADDRESS	Hall of Justice, 211 W. Temple Street		
CITY	Los Angeles	STATE	CA ZIP 90012
PHONE	FAX	EMAIL	

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY			
FIRM/COMPANY			
ADDRESS			
CITY	STATE	ZIP	
PHONE	FAX	EMAIL	



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

## CLAIMANT #2

CLAIMANT NAME _____		
ADDRESS _____		
CITY _____	STATE _____	ZIP _____
PHONE _____	FAX _____	EMAIL _____

### CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

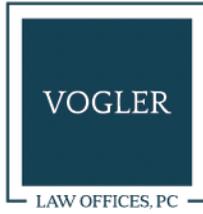
REPRESENTATIVE/ATTORNEY _____		
FIRM/COMPANY _____		
ADDRESS _____		
CITY _____	STATE _____	ZIP _____
PHONE _____	FAX _____	EMAIL _____

## CLAIMANT #3

CLAIMANT NAME _____		
ADDRESS _____		
CITY _____	STATE _____	ZIP _____
PHONE _____	FAX _____	EMAIL _____

### CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY _____		
FIRM/COMPANY _____		
ADDRESS _____		
CITY _____	STATE _____	ZIP _____
PHONE _____	FAX _____	EMAIL _____



# EXHIBIT 2

Tel. +1 (626) 375-5843 | [www.voglerlawoffices.com](http://www.voglerlawoffices.com)

IN UNITED STATES: 5320 E. 2<sup>nd</sup> St., Suite 10, Long Beach, CA 90803 | IN BRAZIL: Carlos von Koseritz, 58/704, Porto Alegre, RS 90540-030



COUNTY OF LOS ANGELES  
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012-2713

MARY C. WICKHAM  
County Counsel

March 29, 2019

TELEPHONE  
(213) 974-1838  
FACSIMILE  
(213) 626-7446  
TDD  
(213) 633-0901  
E-MAIL  
tfaughnan@counsel.lacounty.gov

VIA U.S. MAIL AND  
Email: [stevemadison@quinnemanuel.com](mailto:stevemadison@quinnemanuel.com)

Steven G. Madison, Esq.  
QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
865 South Figueroa Street, 10<sup>th</sup> Floor  
Los Angeles, California 90017-2543

**Re: Retainer Agreement –  
*County of Los Angeles v. Villanueva, et al.*  
Los Angeles Superior Court Case No. 19STCP000630  
RMIS No. 19-1150639\*001**

Dear Mr. Madison:

I write on behalf of the County of Los Angeles ("County") in regards to your engagement to represent Los Angeles County Sheriff Alex Villanueva on the question of *whether, under the Los Angeles County Charter, the Sheriff had authority to settle the civil actions involving Mr. Mandoyan absent the approval of County Counsel and the Board of Supervisors in Los Angeles Superior Court Case No. 19STCP000630 (County of Los Angeles v. Alex Villanueva, et al.) (the "Mandoyan Matter")*.

As you know, you were retained under Government Code section 31000.6(a), which authorizes the Board of Supervisors to employ legal counsel to assist the Sheriff in any case where the County Counsel would have a conflict of interest. To reiterate prior communications to the Sheriff, your representation of the Sheriff is limited to the scope of the Mandoyan Matter. The Board of Supervisors has not authorized your services for any other matter or purpose. In accordance with Government Code section 31000, the Board of Supervisors "may pay from any available funds such compensation as it deems proper for these special services." Accordingly, it is the Board of Supervisors who determines "the appropriate hourly rate or other fee structure for the employment of outside

Steven J. Madison, Esq.  
March 29, 2019  
Page 2

counsel selected by the sheriff." *See* Opinion of the Attorney General No. 96-901, 80 Ops. Cal. Atty. Gen. 127.

The maximum hourly rates (billed in one-tenth of an hour/six-minute increments) for this matter have been set as follows:

- Attorneys: \$495 (blended rate; partner and associate time)
- Paralegals: \$165

In addition to setting rates, the County also has standard billing requirements and terms and conditions it requires of all contracted law firms. Those terms, applicable to your firm, are detailed in the following pages. After your review, please initial each page, sign and date at the end, and return the enclosed copy of this letter accepting these terms. Thereafter, your firm may remit invoices for payment in accord with these terms. Please take note that in this matter, all of your invoices or payment inquiries should be submitted directly to me. I will review your invoices and submit for payment.

## **BILLING REQUIREMENTS**

### **SUBMISSION OF INVOICE**

Invoices for services and reimbursable expenses must be submitted monthly (in arrears). Each invoice must be for services performed and expenses incurred commencing on the first day of the calendar month and ending on the last day of that month. The monthly invoice must include all services and reimbursable expenses incurred during the month. Charges for court reporters, experts, document reproduction, and other recurrent expenses must be included in the invoice for the month in which the cost was incurred.

Please submit all other original invoices to:

Thomas J. Faughnan  
Senior Assistant County Counsel  
Office of the Los Angeles County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

## **TIME CHARGES**

All legal services must be billed in one-tenth of an hour (.10/hour) or six-minute increments. Legal services billed in quarter-hour or half-hour increments are not acceptable. The legal services category of the invoice must set forth: (1) the *date* of each service; (2) a *description* of the specific service rendered; (3) the *identity of the attorney or paralegal* rendering the service; (4) the *time expended* for each service; and (5) the *amount charged* for each service.

## **DESCRIPTION OF SERVICE**

Only professional services should be billed. There are numerous secretarial or clerical functions which are integral to the business of the law firm which do not constitute professional services. Such functions include scheduling meetings, collating, proofreading, calendaring, and processing of vendor bills. Such services are considered firm overhead expenses. Generic or general activity descriptions for purposes of invoicing are acceptable, in this matter, for payment. However, detailed descriptions of each billed service must be maintained by your firm and described with sufficient detail to permit: (1) a determination of the precise legal service provided, and (2) an assessment as to the appropriateness of the related time charge. Each specific service must be separately described. "Block billing" is not acceptable. Descriptions which are acceptable: (1) *identify* the purpose and attendees of the conference; (2) *describe* the form of discovery propounded or responded to; (3) *identify* the deponent and the party who noticed the deposition; (4) *provide* a general description of the documents reviewed; and (5) *specify* the nature and purpose of the research. Your firm's detailed descriptions may be audited or reviewed by a court or other authorized party.

## **TIME EXPENDED**

The time charged must reflect the *actual time* expended on the service. Standardized charges are not acceptable. Many documents are maintained as forms and are utilized repeatedly as modified for a particular case or matter. *Only* the time required for modification should be billed. Such billing practices also apply to similar or identical notices or subpoenas which are prepared with minimal modifications and served on multiple parties. *Only* the time spent on modifications should be billed.

## **OVERHEAD EXPENSES**

Expenses, such as document reproduction and scanning, postage, telephone charges (local and long distance), facsimile/telecopier (local and long

Steven J. Madison, Esq.  
March 29, 2019  
Page 4

distance), local (within the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura) transportation costs (travel/mileage/parking), secretarial or clerical time or overtime, on-line computer-assisted research, word processing, books, office supplies, time responding to invoice audits or inquiries, and other ordinary expenses which the firm incurs to maintain its offices are overhead expenses and are not reimbursed by the County.

### **REIMBURSABLE EXPENSES AND DISBURSEMENTS**

Reimbursable expenses and disbursements include costs attributable to conducting depositions (including transcript and videos fees), retaining experts and consultants, messenger and investigative services, filing fees for which the County is not exempt, and out-of-town travel expenditures.

The following guidelines should be observed with regard to these particular cost items:

#### ***Messenger/Courier/ Delivery/Express/Overnight Mail Services.***

The use of messengers and expedited mail services is considered part of the normal overhead costs of the firm. Such costs will *only* be reimbursed if they are: (1) required because of an emergency situation over which the firm had no control; or (2) necessary to ensure the safekeeping of sensitive documents or materials.

***Travel.*** The County does not reimburse for taxis, mileage, meals, parking or other *local* (within counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura) travel expenses. When *out-of-town travel* is required, mileage will be reimbursed. The County will also reimburse for coach airline travel only. Should counsel or a retained expert elect to travel first-class, the coach rate should be indicated on the travel voucher submitted with the invoice. Airport parking will be reimbursed at various rates depending upon the location of the lot. Out-of-town ground transportation (taxi or rental car) will be reimbursed at cost. A per diem is provided for out-of-town meals. The actual cost of meals must be itemized and supported by receipts. Lodging will be reimbursed on a per night basis (single-occupancy, plus tax) with the submission of the hotel receipt. Telephone bills and personal expenses, such as charges for "gift shop," "valet," "movies," bar," and the like, will not be reimbursed.

***Reproduction/Photocopying and Scanning.*** The internal copying and scanning of documents are considered to be overhead items which are part of the firm's cost of doing business. The County expects all monthly copying and scanning *projects* not exceeding 500 pages to be performed internally. A single billing period may contain multiple copying and scanning "*projects*." Outside

photocopying or scanning services should be used for large volume (exceeding 500 pages), or special-sized or formatted projects.

*Copying.* When documents are *copied* by an outside vendor, the County will reimburse the firm for the actual cost of the copying project not to exceed **\$.15 per page**. Should the number of copies exceed **2,500 pages**, the County shall be billed at a reduced rate not to exceed **\$.10 per page**. If the firm elects to internally copy a large volume (exceeding 500 pages) project, the County will reimburse the firm at a rate comparable to that charged by local outside vendors, not to exceed **\$.15 per page** for copies over 500 pages and **\$.10 per page** for copies over 2,500 pages.

*Scanning.* When documents are *scanned or imaged* by an outside vendor, the County will reimburse the firm for the actual cost of imaging not to exceed **\$.20 per page**. Hard copies or "blow-backs" produced by imaging vendors will be reimbursed at **\$.05 per page**. An additional charge of up to **\$.03 per hard copy** may be added if the documents are "bate-stamped." The County will reimburse the firm for projects over 500 pages at the firm's actual cost of scanning or imaging, "blow-backs," and bate-stamping not to exceed the allowable outside vendor rates for such services.

*Invoicing.* Copying and scanning charges must be documented, i.e., the number of pages and cost per page as reflected by the firm's records when copied or scanned internally, and by the vendor's invoice when copied or scanned outside. The firm or vendor invoice should specifically reference each copying or scanning project for which reimbursement is sought.

*On-Line Computer-Assisted Research.* Charges arising from Westlaw, LexisNexis, and other on-line computer research databases are non-reimbursable.

## **OTHER STANDARD TERMS AND CONDITIONS**

A. Indemnification:

Your firm shall indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including your firm's property), in connection with your firm's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed.

**B. Insurance:**

Without limiting your firm's indemnification of the County and its officers, agents and employees, your firm shall provide and maintain at its own expense the following programs of insurance covering your firm's operations during the term of our engagement.

1. **Liability:** Such insurance shall be primary to and not contributing with any other insurance maintained by the County shall name the "County of Los Angeles" as an additional insured, and shall include, but not be limited to:
  - a) Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.
  - b) Professional liability insurance with a liability limit of at least \$1,000,000 per claim. In lieu of naming the County as an additional insured, the policy may be endorsed as follows:

"Insurance afforded by this policy shall also apply to the liability assumed by the insured under the agreement with the County of Los Angeles for legal services, provided such liability results from an error, omission, or negligent act of the insured, its officers, employees, agents, or subcontractors. All other provisions of this policy remain unchanged."
  - c) Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least \$300,000 per occurrence.
2. **Workers' Compensation:** A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$1,000,000 limit, covering all persons providing services on behalf of your firm.

**C. Warranty of Adherence to the County's Child Support Compliance Program:**

1. Your firm acknowledges that the County has established a goal of ensuring that all firms which benefit financially by contracting with the County are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting your firm's duty to comply with all applicable provisions of law, your firm warrants that it is now in compliance and shall maintain compliance with employment and wage reporting requirements in the Federal Social Security Act (42 USC §653a) and California Unemployment Insurance Code §1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure §706.031 and Family Code §5246(b).

D. Compliance with the County's Jury Service Program:

1. Jury Service Program: Subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in §2.203.010 through §2.203.090 of the County Code.
2. Written Employee Jury Service Policy:
  - a) Unless your firm has demonstrated to the County's satisfaction either that your firm is not a "Contractor" as defined under the Jury Service Program (County Code §2.203.020) or that your firm qualifies for an exception to the Jury Service Program (County Code §2.203.070), your firm shall have and adhere to a written policy that provides that its employees shall receive from your firm, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the your firm or that your firm deduct from the employee's regular pay the fees received for jury service.
  - b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a

contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more the County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of your firm. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) your firm has a long standing practice that defines the lesser number of hours as full time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program. If your firm uses any subcontractor to perform services for the County, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement.

- c) If your firm is not required to comply with the Jury Service Program, your firm shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and your firm shall immediately notify the County if your firm at any time either comes within the Jury Service Program's definition of "Contractor" or if your firm no longer qualifies for an exception to the Jury Service Program. In either event, your firm shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at its sole discretion, that your firm demonstrate to the County's satisfaction that your firm either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that your firm continues to qualify for an exception to the Program.

E. Independent Contractor Status:

1. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and your firm.
2. Your firm understands and agrees that all your firm personnel furnishing services to the County are employees solely of your

firm and not of the County for purposes of workers' compensation liability.

3. Your firm shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of your firm's personnel for injuries arising from services performed.

F. Warranty Against Contingent Fees:

Your firm warrants that no person or selling agency has been employed or retained to solicit or secure your employ upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

G. Governing Laws:

This agreement shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on the agreement shall be brought in Los Angeles County.

H. Compliance with Applicable Law:

1. Your firm shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this agreement are hereby incorporated herein.
2. Your firm shall indemnify and hold harmless the County, and its officers, agents, and employees, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of your firm or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

I. County Lobbyists:

Your firm and each County lobbyist or County lobbying firm as defined in County Code §2.160.010, retained by your firm, shall fully comply with the County Lobbyist Ordinance, County Code Chapter 2.160.

**J. Employment Eligibility Verification:**

Your firm warrants that it fully complies with all statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in all statutes and regulations. Your firm shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by all statutes and regulations as they currently exist and as they may be hereafter amended. Your firm shall retain such documentation for all covered employees for the period prescribed by law. Your firm shall indemnify, defend and hold harmless the County, its officers and employees from employer sanctions and any other liability which may be assessed against your firm or the County in connection with any alleged violation of any statute or regulation pertaining to the eligibility for employment of persons performing services.

**K. Fair Labor Standards:**

Your firm shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by your firm's employees for which the County or its officers, agents and employee may be found jointly or solely liable.

**L. Record Retention and Inspection:**

Your firm shall allow authorized agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to your services under this agreement. Your firm shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion.

**M. Nondiscrimination and Affirmative Action:**

1. Your firm certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

2. Your firm shall certify to, and comply with, the provisions of your firm's Equal Employment Opportunity Certification.
3. Your firm shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. Your firm certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. Your firm certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

**N. Assurance of Compliance with Civil Rights Laws**

Your firm assures that it shall comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e (17), to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement or under any project, program or activity supported by this agreement.

O. Confidentiality:

1. Your firm shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities in accordance with all applicable federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Your firm shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions.
2. Your firm shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to your firm's provision of services under this agreement, are aware of and acknowledge the confidentiality requirements set forth in Paragraph 1, above.
3. These confidentiality obligations shall survive this agreement's termination or expiration.

P. Conflict of Interest:

Your firm shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted.

Q. Termination for Non-Appropriation of Funds:

Notwithstanding any other provision of this agreement, the County shall not be obligated for your firm's performance hereunder or by any provision of this agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this agreement in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify your firm in writing of any such non-allocation of funds at the earliest possible date.

R. Termination for Insolvency:

The County may terminate this agreement for default in the event any of the following occur:

1. Your firm's insolvency – your firm shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed

an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

2. Your firm's filing of a voluntary petition for reorganization or bankruptcy;
3. The appointment of a Receiver or Trustee for your firm;
4. Your firm's execution of an assignment for the benefit of creditors.

S. Authorization Warranty:

Your firm represents and warrants that the signatory to this agreement is fully authorized to obligate your firm and that all corporate acts necessary to the execution of this agreement have been accomplished.

T. Changes and Amendments of Terms:

County reserves the right to change any portion of the work required under this agreement, or amend its terms and conditions as may become necessary.

U. Validity:

The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision.

V. Waiver:

No waiver of a breach of any provision of this agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this agreement. Failure of either party to enforce any provision of this agreement at any time shall not be construed as a waiver of that provision. County's remedies as described in this agreement shall be cumulative and additional to any other remedies in law or equity.

W. Remedies Reserved to County:

The remedies reserved to County shall be cumulative and additional to any other remedies provided in law or equity.

Steven J. Madison, Esq.  
March 29, 2019  
Page 14

X. Complete Agreement and Interpretation:

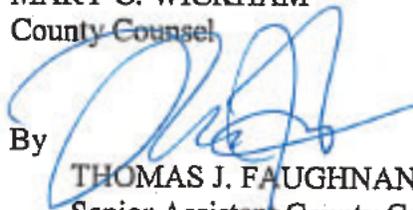
This agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between County and firm relating to the subject matter of this agreement. No provision of this agreement is to be interpreted for or against either party because that party's legal representative drafted such provision.

Please feel free to contact me with any questions.

Very truly yours,

MARY C. WICKHAM  
County Counsel

By



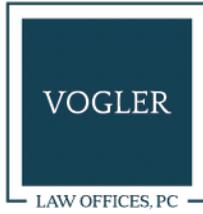
THOMAS J. FAUGHNAN  
Senior Assistant County Counsel  
Executive Office

TJF:mr

QUINN EMANUEL URQUHART & SULLIVAN, LLP

\_\_\_\_\_  
By Steven G. Madison

\_\_\_\_\_  
Date



# EXHIBIT 3

Tel. +1 (626) 375-5843 | [www.voglerlawoffices.com](http://www.voglerlawoffices.com)

IN UNITED STATES: 5320 E. 2<sup>nd</sup> St., Suite 10, Long Beach, CA 90803 | IN BRAZIL: Carlos von Koseritz, 58/704, Porto Alegre, RS 90540-030

**quinn emanuel trial lawyers | los angeles**

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March 28, 2019

**STRICTLY CONFIDENTIAL – ATTORNEY-CLIENT**  
**PRIVILEGED MATERIAL**  
**VIA EMAIL**

Hon. Alex Villanueva  
Los Angeles County Sheriff  
Los Angeles County Sheriff's Department  
Hall of Justice  
211 W. Temple Street  
Los Angeles, CA 90012

Re: County of Los Angeles v. Alex Villanueva, et al.

Dear Sheriff Villanueva:

We are pleased to confirm your engagement of Quinn Emanuel Urquhart & Sullivan, LLP ("QEU&S") as counsel to represent both you and the **Los Angeles County Sheriff's Department** (henceforth, in this letter, for the sake of brevity and convenience, both you and the Los Angeles Sheriff's Department ("Sheriff's Department") are referred to as "LASD") in connection with the civil lawsuit entitled *County of Los Angeles v. Alex Villanueva, Caren Carl Mandoyan, and Los Angeles County Sheriff's Department, et al.*, Case No. 19STCP00630 ("the lawsuit"). The purpose of this letter is to confirm the terms and conditions upon which QEU&S will provide legal services to LASD in connection with the lawsuit (such provision of legal services henceforth will be referred to as "the Engagement"). We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship. In this engagement letter, we sometimes refer to you and LASD as "you" or "your" and to QEU&S as "we," "our" or "us."

***Client***

Our engagement is on behalf of LASD (meaning both you in your capacity as Sheriff of Los Angeles County in the above-titled lawsuit and the Sheriff's Department) and no one else. In representing LASD, save as set forth below in connection with joint representation of both you

**quinn emanuel urquhart & sullivan, llp**

LOS ANGELES | NEW YORK | SAN FRANCISCO | SILICON VALLEY | CHICAGO | WASHINGTON, DC | HOUSTON | SEATTLE | BOSTON | SALT LAKE CITY  
LONDON | TOKYO | MANNHEIM | HAMBURG | PARIS | MUNICH | SYDNEY | HONG KONG | BRUSSELS | ZURICH | SHANGHAI | PERTH | STUTTGART

and the Sheriff's Department, we will not be representing any other officers, employees, or other persons affiliated with LASD in their individual capacities. If any such individuals believe that they might require counsel, we would be happy to discuss with them whether we might be able to represent them as well, but any such representation would need to be covered by a separate engagement letter, and would depend on a review by us and disclosure to all concerned of the conflicts of interest that would arise in connection with any such concurrent representation, and on appropriate consents being obtained from LASD and from those seeking such additional representation.

### ***Scope of Engagement***

You have engaged QEU&S to represent you in connection with the Engagement. Our scope of work in the Engagement will entail defending LASD in the lawsuit and matters directly related to such defense of the lawsuit, such as filing any cross-claim in the lawsuit or responding to inquiries from the Office of Inspector General concerning the matters involved in the lawsuit. QEU&S's services will be limited to the representation of LASD in the Engagement. Our services will not extend to other business, personal or legal affairs of LASD, or to any other aspect of LASD's activities, except as described above in this section. Our representation will conclude with the settlement of the lawsuit or entry of an award or judgment in the lawsuit or for any of the reasons stated in the Date of Commencement and Termination of the Engagement section of this letter. Our engagement does not include the defense or prosecution of an appeal. If an appeal is appropriate and if we agree to represent LASD in the appeal, we reserve the right to enter into a separate agreement for that representation. QEU&S's receipt or use of confidential or other information from LASD or others in the course of this representation does not mean that QEU&S will render any other advice or services either to LASD or any other person or entity. Similarly, LASD will not look to or rely upon QEU&S for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom LASD may be dealing.

### ***Insurance Coverage and Claims***

LASD understands and agrees that QEU&S is not being engaged to advise regarding the existence of any insurance coverage in connection with the circumstances of the Engagement or to advise or assist in the formulation or submission of any insurance claim in connection with the Engagement. If LASD has not done so already, LASD should consider tendering this entire matter to any entity that provides any insurance coverage or indemnification or reimbursement of expenses in defending against lawsuits, such as the Office of County Counsel or County Board of Supervisors in order to determine whether there is insurance coverage or right to indemnification or reimbursement of expenses, including attorney's fees and costs, for any of the claims asserted and the entirety of expenses that might be incurred in defending against the lawsuit.

### ***Responsible Persons – Communications Between QEU&S and LASD***

We will keep LASD regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate. Within QEU&S, I will be primarily responsible for the Engagement and will be actively involved in the preparation of the case and any trial. My office

telephone number and e-mail address are **(213) 443-3150 and stevemadison@quinnemanuel.com**. In the event that you need to reach me and I am unavailable, please leave a voicemail message for me. It is my policy that all calls will be returned promptly and, in any event, no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. Also, should you have an urgent need to reach me, my cell phone number is 213-880-1131. In the event of an emergency, please call my assistant, Vanessa Velez at 213-443-3131, and she will endeavor to reach me as soon as practicable thereafter.

We currently anticipate that John Gordon and Scott Mills also will be working with me on the Engagement, but we may change the staffing as the need arises. Their office telephone numbers and e-mail address are johngordon@quinnemanuel.com / 213-443-3613 and scottmills@quinnemanuel.com / 213-443-3636. John Gordon's cell phone number is 626-818-6504. I will of course seek to staff this Engagement in a manner that I think will be the most effective and efficient. I will be happy to discuss with you any staffing issues or concerns you may have at any time.

#### ***Protection of Client Confidences – High Tech Communication Devices***

We are always mindful of our central obligation to preserve the precious trust which our clients repose in us--their secrets and confidences. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of yours to any other client or person. Similarly, we cannot disclose to you the confidences of any other client, even when such information relates to matters that might affect you.

In order to meet our obligation to preserve your confidences, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. Please notify me if you have any other requests or requirements in connection with the methods of telecommunication relating to the Engagement.

#### ***LASD's Designee to Receive Communications***

We understand that you have designated Lt. Roel Garcia as the person who is primarily responsible for managing the Engagement within LASD and that he is authorized to direct our activities and deal with us on any issues relating to the Engagement, including billing. Unless otherwise directed by LASD, we shall fulfill our obligation to LASD to keep LASD informed as to the progress of the Engagement by communicating with Lt. Garcia and by keeping him so informed, and it shall be the obligation of Lt. Garcia to communicate with all others within LASD regarding the progress of the Engagement.

#### ***Self-Representation***

QEU&S has designated one of the firm's partners to act as the firm's General Counsel (the "General Counsel"). The General Counsel acts as a lawyer to the firm, representing QEU&S in a

variety of professional and legal matters and helping attorneys at the firm to comply with their professional and ethical responsibilities to clients. Among other things, the General Counsel provides QEU&S and its attorneys with legal advice concerning professional responsibilities, potential or actual professional liabilities, and other matters. QEU&S also retains outside counsel from time to time to provide similar legal advice to the firm. It is possible that attorneys or staff working on matters for LASD may, from time to time, consult with the General Counsel or QEU&S's outside counsel on matters related to our representation of LASD. In the course of such consultation, QEU&S's attorneys and/or staff may disclose to the General Counsel or QEU&S's outside counsel privileged information concerning LASD's representation, and may receive legal advice related to QEU&S's work on LASD's matter, which legal advice QEU&S may or may not disclose to you. QEU&S views such consultations as privileged and not discoverable by anyone, not even the clients about whom such a consultation may take place. By retaining QEU&S LASD acknowledges and consents to QEU&S's attorneys and staff consulting with the General Counsel or QEU&S's outside counsel as they deem necessary, both during QEU&S's representation of LASD and after such representation ends, and LASD confirms that such communications are privileged and protected against disclosure to you.

### ***Responsibilities of Client***

In order to represent you effectively, it is important that you provide us with complete and accurate information regarding the subject matter of the Engagement, and that you keep us informed on a timely basis of all relevant developments. In addition, it is essential that LASD and its officers and employees provide us with timely assistance and cooperation in connection with the Engagement.

Recent changes in the case law addressing electronic discovery have profoundly altered the obligations of the parties involved in litigation and their counsel. An understanding of these changes, which relate to the duties of preservation and discovery of electronically stored information ("ESI"), is an essential prerequisite to the development of a successful litigation strategy for every client. Because the duty to preserve potentially relevant information is triggered when litigation is reasonably anticipated or commenced, and because the failure to comply with these rules can have dire consequences (including sanctions ranging from monetary penalties, to entry of a default against you), we have prepared a written guideline explaining in detail these rules, their operation, and the consequences of failing to adhere to them. In the event LASD has not already issued a litigation hold in this matter, we request that you immediately do so, consistent with the attached guidelines.

If you have any questions about the guidelines after you read them, please call us.

### ***No Guarantee of Result***

In providing legal advice to you, I or others at QEU&S may from time to time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are opinions and beliefs only and are not promises or guaranties. We cannot and do not guarantee any particular course or outcome of the Engagement.

### ***Joint Representation***

To save legal fees and to present a unified case, we are, at LASD's request, representing both you and the Sheriff's Department jointly in this matter. Based on the information you and the Sheriff's Department have given us, we are not aware of any conflict of interest that would preclude us from representing both parties (together, "Clients").

Each of the Clients has the right to retain separate counsel. However, the Clients have agreed that joint representation by QEU&S is currently the most appropriate option for them. In this regard, each Client acknowledges that it/he understands and accepts the following considerations and risks associated with a joint representation. Each Client should discuss the following considerations and risks, and any other questions or concerns each Client may have, with each Client's own separate legal counsel, to make sure that each Client is comfortable with participating in this joint representation.

1. Confidentiality and Privilege. In a joint representation, each of the participating Clients is entitled to know what any of the other Clients has told us, as well as what we have learned from third parties in connection with the representation. As among the jointly represented Clients, there is no privileged or confidential information concerning matters within the scope of the representation. Each Client's communications to us in the course of the joint representation will generally be privileged as to third parties. Although we are bound to protect the confidences of each Client from disclosure to third parties, such protection does not apply vis-à-vis the other jointly represented Clients. In a joint representation such as this, all confidences are shared confidences because we owe a duty to keep each Client informed throughout the course of the representation. In addition, as a general matter, each jointly represented Client is obliged to protect the confidences of the other jointly represented Clients from disclosure to third parties. However, if a dispute were to arise between any of the jointly represented Clients, information communicated in the course of the joint representation would not be privileged or confidential in a proceeding to resolve the dispute.

2. Conflicts and Possible Withdrawal by QEU&S or Client. Joint representation requires that all participating Clients take common positions as to all issues. As counsel to a group of jointly represented Clients, QEU&S cannot take inconsistent positions for different members of the group. There is always the potential that the individual interests of one Client may not be the same as the interests of the other Client. This could result in the need for some or all of the Clients to retain new counsel.

Based on our present understanding of the facts and the issues in the Engagement, we do not now expect a divergence of interests to occur between the Clients, but it is possible that this could change. If a divergence or conflict of interest were to arise between the Clients, we would not be able to continue representing any of them unless both Clients consented. Depending on the nature of the divergence or conflict, it might be possible for QEU&S to continue representing each Client, provided that each gave consent. However, even with such consent, there could be circumstances that render it inappropriate for QEU&S to continue representing either of the Clients.

If, due to a divergence or conflict of interest, it were necessary for one of the Clients ("Client A") to be separately represented, the other ("Client B") could continue to be represented by QEU&S if Client A consented. Similarly, Client A could continue to be represented by QEU&S if Client B consented. In either case, the consent would have to include: (a) the former Client's agreement that all information provided by the former Client to QEU&S prior to its withdrawal from the representation of the former Client may be used in the representation of the continuing Client(s); and (b) each former Client's agreement that it/he will not seek to disqualify QEU&S from continuing to represent the continuing Client.

There is also the possibility that a Client may choose to withdraw from the joint representation under circumstances where there is not a divergence or conflict of interest that necessitates separate representation of the withdrawing Client. This should not interfere with our ability to continue to represent the remaining Client. Accordingly, each Client understands and agrees that in the event it/he withdraws from the joint representation under such circumstances, it/he hereby: (a) consents to our continuing representation of the remaining Client; (b) agrees that all information provided to QEU&S prior to the Client's withdrawal from the joint representation may be used in the representation of the remaining Client; and (c) agrees that the Client will not seek to disqualify QEU&S from continuing to represent the remaining Client.

The countersignature to this letter on behalf of you and the Sheriff's Department constitutes agreement by each of you that we have made disclosure to each of you that, notwithstanding consent by each of you, it is possible that we might be required to withdraw or disqualify from representing one or both of you by reason of our representation of another client and, further, that one or both of you may incur delay, prejudice or additional cost associated with acquainting new counsel with the Engagement.

### *Future Conflicts of Interest*

Our firm has many lawyers and several offices. We may currently or in the future represent one or more other clients in matters involving LASD and we may represent the parties that are adverse to you in this matter in other unrelated matters. We are undertaking this Engagement on condition that LASD gives its express consent and agreement that we may represent other clients, including the parties adverse to you in this matter, in the future in other matters in which we do not represent LASD even if the interests of the other clients are adverse to LASD (including the appearance on behalf of another client adverse to LASD in an unrelated negotiation, litigation or arbitration), provided that the other matter is not substantially related to our representation of LASD and that in the course of representing LASD we have not obtained confidential information from LASD material to the representation of the other clients.

**At this time we are aware of the following facts that may be relevant to actual or potential conflicts of interest and to the above waiver:** The Firm has been advising the Brennan Center for Justice at New York University School of Law (the "Brennan Center") in an unrelated matter adverse to the Sheriff's Department. In particular, the Firm has been advising the Brennan Center in connection with a request to the Sheriff's Department under the California Public Records Act for information relating to the Sheriff's Department's policies, contracts and use of predictive policing technology. The Firm has a written waiver from the Brennan Center to represent the Sheriff's Department in matters that are not substantially related to our

representation of the Brennan Center. Correspondingly, we are undertaking this representation of the Sheriff's Department with its acknowledgement and consent that we may continue to represent the Brennan Center in connection with the foregoing matter. To ensure that our representation of the Brennan Center is kept separate from this engagement, we will establish an ethical wall between the two matters and the Firm's lawyers on each matter.

The above conflict waiver waives possible conflicts based on future facts and circumstances that cannot be known at this time.

The countersignature to this letter on behalf of LASD also acknowledges that we have made disclosure to LASD of the above facts and that LASD agrees to the conflict waiver set forth herein.

### ***Billing***

Our fees are based on the amount of time we spend on this Engagement. Each QEU&S attorney, legal assistant and other timekeeper assigned to this Engagement will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually and we will notify you of these changes thirty days in advance of their going into effect. In addition, our associate rates are based on years out of law school, so annually on September 1, each associate's rate moves up to the next higher class rate on our rate schedule; for example, on September 1, 2019, a class of 2018 graduate's rate will move up from a first-year associate rate to a second-year associate rate, and so on. These "class graduation" adjustments are not rate increases, and LASD acknowledges and agrees to these associate class adjustments by signing this letter. The billing rates of the attorneys whom we anticipate assigning to this Engagement currently range from \$1400 per hour for Steve Madison to \$695 per hour for Scott Mills. If one of our professionals performs multiple tasks for LASD during the course of a day, our statement will describe those tasks in a continuous narrative form accompanied by a single time entry for all tasks, a practice known as "block billing." LASD agrees that we may block bill.

### ***Estimates***

LASD understands that it is impossible to determine in advance the amount of fees and costs needed to complete any given matter. From time to time during the course of our Engagement we may provide LASD with estimates of costs and fees or projected budgets for our work going forward. Ordinarily, we do not provide these projections unless LASD specifically requests us to do so. When we do provide them, we will make a good faith effort to estimate what the future cost will be. However, in no case can such projections be guarantees regarding what the actual cost will be. The cost of litigation may change dramatically based on factors we do not control, including actions taken by our adversary, rulings by the court, or other developments in the litigation. In all instances when we provide such projections, they should be viewed as guidance only. The fees and costs which LASD will be liable for will be based on our time charges as set forth in this agreement, and not on any such projections.

### ***Ancillary Costs***

We will charge separately for certain ancillary services we provide, such as facsimile charges, secretarial and paralegal overtime and word processing. We pass along out-of-pocket costs and

charges that we incur on our clients' behalf. These typically include messenger charges, deposition videography and transcript charges and administrative charges. Other charges are based on market, not cost, including service of process, document reproduction (\$0.24/page), color document reproduction (\$1.00/page), binders, tabs, tab creation, manila folders, redwelds, binding, punching, black and white scanning (\$0.24/page), color scanning (\$1.00/page), black and white oversized scanning (\$0.40-\$1.50/page), color oversized scanning (\$2.25-\$12.50/page), black and white blowbacks (\$0.15/page), color blowbacks (\$1.00/page), slipsheets (\$0.03/page), native file printing (\$0.18/page), TIFF generation (\$0.02/page), OCR (\$0.03/page), Viewpoint search and culling \$50-\$150/GB), EDD (\$325-625/GB), image endorsement (\$0.02/page), media creation and duplication (\$15-\$400), document coding (\$0.28-\$1.50/document), hosting (\$25/GB) and litigation support consulting at hourly rates of \$175 to \$365 per hour, depending on the work performed. Additionally, we charge for computerized legal research (Westlaw or Lexis fees, without any applicable discount), travel costs, meal charges and parking charges (when we are working exclusively on your matter), filing fees, telephone toll charges, fees for experts and other consultants retained on LASD's behalf, and similar charges. Our charges may also include cellular or air telephone charges that are not related to the representation, but are necessarily incurred while we are traveling on a client's case. These charges will be at cost. The costs listed are the current rates but may be subject to future adjustment. LASD agrees that the ancillary costs described in this paragraph are costs to be paid in addition to our hourly billings, are not "overhead," and are payable separate and apart from our hourly billings in the event of any dispute.

In some cases, particularly if the amount is large, we may forward an invoice from an outside vendor or service directly to LASD for payment, which will also be due and payable upon receipt. Failure to pay such invoice upon request will be grounds for us to withdraw from our representation.

In the event LASD has supplied us with billing guidelines that are inconsistent with the terms of this Engagement Letter, LASD agrees that the terms of this Engagement Letter shall apply unless a copy of LASD's billing guidelines are attached to this Engagement Letter countersigned on behalf of QEU&S, in which event LASD's billing guidelines shall control.

We will submit bills on a monthly basis. All bills shall be paid within thirty days of receipt by LASD. The obligation to pay our bills is solely yours and is not contingent upon any judgment or settlement; any right you may have for reimbursement, indemnification, insurance or the like; or your receipt of any other form of payment you may expect to receive from some other party. We reserve the right at our sole discretion to charge interest of 6% per month on invoices that are 90 days or more past due. If LASD has any question regarding, or wish to challenge any bill, LASD shall notify us promptly of any such question or challenge, and shall in any event pay any portion of such bill that is not subject to question or challenge.

### ***Responsibility for Payment***

In this matter, our understanding is that the Counsel of Los Angeles has agreed to pay an unspecified amount of your legal fees and costs; however, we represent only LASD and not the

County of Los Angeles or the Board of Supervisors or Office of County Counsel. If, for any reason, the County of Los Angeles or one of its departments or offices does not pay your legal fees and costs, LASD agrees that LASD will be responsible for payment of legal fees and costs incurred. Payment by LASD's employer and/or other third parties will not interfere with QEU&S's independence of professional judgment or with our attorney-client relationship. LASD's employer's and/or third parties' payment of legal fees in this matter does not create an attorney-client relationship between QEU&S and the party making such payment—our client is only LASD. Moreover, information relating to our representation of LASD is protected. LASD is advised that LASD has the right to have an independent lawyer of your choice review this entire agreement, including this provision, prior to initialing or signing this Engagement Letter.

### ***Our Lien On Any Recovery You Obtain***

LASD hereby grants us a lien as security for the payment of fees and costs due and owing to us under this agreement. This lien will attach to any recovery LASD may obtain, whether by arbitration award, judgment, settlement or otherwise, in connection with the Engagement, and we may use this lien to enforce our right of payment. This lien entitles us to be paid first and before any payment can be made to you. The lien allows us to compel payment of our unpaid fees, interest, costs, advances and expenses. The lien is intended to remain valid even if for any reason we no longer represent you in this matter. The lien could delay payments to LASD or receipt by LASD of some or all of any recovery LASD may obtain as a result of our services until any dispute over the amounts to be paid to us is resolved. You also authorize us to make disclosure of the lien when such is necessary to enforce our rights and interests.

LASD may seek the advice of an independent lawyer of your choice about this lien provision and its consequences. LASD also has the right to ask us questions about our understanding of the lien. By signing this agreement LASD acknowledges that LASD has been advised of the terms of this lien agreement and of LASD's right to consult independent counsel. LASD also acknowledges that LASD has been given a reasonable opportunity both to seek such advice and to ask us any questions that you may have prior to signing.

### ***Award of Costs and Fees***

A court may sometimes order a payment of costs or attorneys' fees by one party to the other. If any fees or costs are paid to us, they will be credited against any amounts LASD owes us, but LASD will be obligated for any unpaid portion of our statements as they become due. Payment of our statements may not be deferred pending a ruling on an application for attorneys' fees, costs or sanctions or pending the receipt of such an award. Any fee or cost award received from another party will be credited to LASD's account, unless it results in a credit balance. If it does, we will refund the balance to LASD. If a court awards fees or costs against LASD and in favor of an opposing party, LASD will be responsible for payment of that amount separately from any amounts due to us.

### ***Termination***

Above all, our relationship with you must be based on trust, confidence and clear understanding. If you have any questions at any time about this letter or the work that the firm, or any attorney,

is performing, please call me or, if you prefer, John Quinn in our Los Angeles office at (213) 443-3000, to discuss it. You may terminate this representation at any time, with or without cause. Subject to the application of the applicable rules of professional responsibility, we also reserve the right to withdraw if, among other things, you fail to make timely payment of any invoice, you fail to cooperate or follow QEU&S's advice on a material matter, or any fact or circumstance arises that, in QEU&S's view, renders our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court(s) in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

#### ***Date of Commencement and Termination of the Engagement***

The effective date of our agreement to provide services is the date on which we first performed services, namely, Monday, March 4, 2019. The date at the beginning of this letter is for reference only. If this letter is not signed and returned for any reason, LASD will be obligated to pay us the reasonable value of any services we have performed as well as the costs we have incurred on LASD's behalf.

QEU&S's representation of LASD will be considered terminated at the earliest of (i) LASD's termination of the representation, (ii) QEU&S's withdrawal from the representation, (iii) the completion of QEU&S's substantive work for the Client, or (iv) following 60 days of inactivity by QEU&S on the matter.

#### ***File Retention and Disposition***

After the Engagement has concluded, and subject to payment of all outstanding fees and disbursements, you may request the return of files pertaining to the Engagement. LASD's files will be released only following delivery to QEU&S of a signed release letter containing appropriate directions and acknowledgment of the obligation to pay outstanding fees. QEU&S may charge you for the reasonable costs of retrieval, assembly, copying and transfer of all files or materials in any format. It is our practice to retain the permanent records of the matter, in accordance with our records retention policy, for a period of not less than 7 years after the Engagement has ended. If you do not request the files in writing before the end of our retention period, upon the expiration of that period we will have no further obligation to retain the files and may, at our discretion, destroy the files without further notice to you.

#### ***Other Litigation or Proceedings***

If, as a result of this Engagement, and even if the Engagement has ended, we are required to produce documents or appear as witnesses in any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving LASD or related persons or entities, LASD shall be responsible for the costs and expenses we reasonably incur (including professional and staff time at our then-standard hourly rates). Similarly, if we are sued or subjected to legal or administrative proceedings as a result of our representation of LASD in this matter (including unmeritorious disqualification proceedings), LASD agrees to indemnify us for any attorney's fees and expenses (including our own

professional and staff time at our then-standard hourly rates) we incur as a result. This paragraph is not intended to apply to any claim brought by or on behalf of LASD alleging wrongdoing by QEU&S.

### ***Arbitration***

Although we think it is unlikely, it is possible that a dispute may arise between us regarding some aspect of the Engagement and our representation of you. If the dispute cannot be resolved amicably through informal discussions, we believe that most, if not all, disputes can be resolved more expeditiously and with less expense by binding arbitration than in court. This provision will explain under what circumstances such disputes shall be subject to binding arbitration.

#### **(a) AGREEMENT TO ARBITRATE:**

Any dispute between QEU&S and LASD as to attorneys' fees and/or costs in connection with the Engagement shall be resolved as follows:

1. If any such fee and/or cost dispute arises, QEU&S shall provide LASD with written notice of LASD's right to arbitrate under the California State Bar Act (Bus. & Prof. Code § 6200, *et seq.*). Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award.

2. If LASD exercises its rights under the California State Bar Act, LASD and QEU&S may thereafter agree that the arbitration will be binding.

3. If LASD exercises its rights under the California State Bar Act, and LASD and QEU&S do not agree that the arbitration is binding, then upon the rejection by either party of the decision resulting from the arbitration procedures under the Act, LASD and QEU&S agree that the dispute will then be subject to mandatory arbitration as described in ¶ (b) below.

4. If, after receiving notice of its right to arbitrate, LASD does not exercise its rights under the California State Bar Act by filing a request for fee arbitration within 30 days, LASD and QEU&S agree that the dispute will be subject to mandatory arbitration as described in ¶ (b) below.

Any other dispute arising under the Engagement or in connection with the provision of legal services by QEU&S including, without limitation, any claim for breach of contract, professional negligence or breach of a fiduciary duty, shall be resolved by confidential, binding arbitration as described in ¶ (b) below.

By signing this Engagement Letter, LASD and QEU&S confirm that they have read and understand these paragraphs concerning arbitration and voluntarily agree to binding arbitration. In doing so, LASD and QEU&S voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal; depending on the rules of the arbitration program, both also may be giving up their rights to discovery. If LASD later refuses to submit to arbitration after agreeing to do so, LASD may be ordered to arbitrate pursuant to the provisions of California law. LASD is advised that it has the right to have an independent lawyer of LASD's choice review these arbitration provisions, and this entire agreement, prior to signing this Engagement Letter.

(b) ARBITRATION PROCEDURES:

In the event of any dispute that is subject to arbitration pursuant to ¶ (a) above, the initiating party will provide a written demand for arbitration to the other party setting forth the basis of the initiating party's claim and the dollar amount of damages sought.

The parties further agree that, if arbitration is necessary, each arbitration will:

1. Be heard and determined by a panel of three arbitrators (all of whom will be retired state or federal judges), with one selected by each party to the arbitration, and the third selected by the first two from the panel of arbitrators of JAMS (or its successor);
2. Take place in Los Angeles, California;
3. Be conducted in accordance with JAMS Streamlined Arbitration Rules and Procedures (or any successor rules and procedures), in effect at the time the initiating party delivers to the other party the demand for arbitration required hereunder;
4. Require the arbitrators to enforce the terms of this agreement, and they will lack authority to do otherwise;
5. Apply the laws of the State of California. The arbitration proceedings and the decision of the arbitrator will be confidential. Notwithstanding anything to the contrary contained in this agreement, the prevailing party in any arbitration, action or proceeding to enforce any provision of this agreement (for avoidance of doubt, a party that obtains a net monetary recovery shall be the prevailing party) will be awarded attorneys' fees and costs incurred in that arbitration, action or proceeding even if the law provides otherwise, including, without limitation, the value of the time spent by QEU&S attorneys to prosecute or defend such arbitration, action or proceeding (calculated at the hourly rate(s) then normally charged by QEU&S to clients which it represents on an hourly basis), except that the foregoing shall not apply to any mediation, as described above, and the parties will split the fees of the arbitrator; and
6. Be final and binding on both parties, will not be subject to de novo review, and that no appeal may be taken. The ruling of the arbitrator(s) may be entered and enforced as a judgment by a court of competent jurisdiction. The arbitration provisions of this Agreement may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses.

***Binding Agreement***

By signing below, you both agree that you and the Sheriff's Department have had enough time to review this letter, that we have advised you that LASD has the right to consult another, independent lawyer about the provisions relating to the waiver of conflicts of interest and any other aspect of this letter as to which LASD may wish to avail itself of such advice, and that LASD is satisfied that it understands this letter. LASD also agrees that LASD has the freedom to select and engage the counsel of its own choice and accordingly that this is an arm's length agreement between parties of equal bargaining strength and that LASD has freely determined, without any duress, to sign and agree to these terms.

***Severability***

Should any part of this Agreement, or language within any provision of this Agreement, be rendered or declared invalid by a court of competent jurisdiction of the State of California, such invalidation of such part or portion of this Agreement, or any language within a provision of this Agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

***Amendments and Additional Engagements***

The provisions of this letter may only be amended in writing, signed by both parties.

If LASD later asks us to take on additional assignments, we will send you a supplementary engagement letter reflecting each additional assignment.

I am enclosing two executed copies of this letter. If the foregoing accurately reflects our agreement, please confirm that by signing and returning one of the enclosed copies to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement.

Thank you again for this opportunity to be of service. We look forward to working with you on this Engagement.

Very truly yours,



Steven G. Madison

SGM:vv

**[STATEMENT TO BE SIGNED BY EACH CLIENT:]**

I have read the above Engagement Letter and understand and agree to its contents. The parties to this Engagement hereby agree that a faxed, pdf or electronic signature shall count as the original.

Alex Villanueva, Sheriff, Los Angeles County

By: 

Date: 4-2-19

Los Angeles County Sheriff's Department

By: 

Name: 4-2-19

Title: SHERIFF

Date: \_\_\_\_\_

REQUEST FOR PUBLIC RECORDS (City Request No.: 0041210 )

**REQUESTOR'S NAME:** Martin Truitt

Company:

Address:

City:

Zip Code:

State:

Or Email: martin117a@gmail.com

In response to your Public Records Act request to the City of Pasadena:

- Attached are the records the Department/City believes are responsive to your request.
- The records you requested are ready for inspection. Please call the phone number below for more information.
- Our search revealed no records responsive to your request.
- Some or all of the records you requested are exempt from disclosure (see reverse).
- The Department/City requires additional time to complete its search, review, and/or determination of whether any records are responsive to your request under Government Code Section 7922.535. If we determine that some or all responsive records are exempt from disclosure, we will notify you of our decision and the reasons for withholding those records. Unless you are otherwise informed, the requested records will be available for you on or after \_\_\_\_\_. If additional time is needed, we will notify you.
- Please provide your contact information (phone number, mailing address, email, and/or fax), preferably an email address, as records are primarily sent electronically.
- Your copying charge is \$ \_\_\_\_\_ based on \_\_\_\_\_ pages copied.  
Our per page charge for copying records is sixteen cents (\$0.16). Payment must be made by money order or cashier's check made payable to **CITY OF PASADENA** (cash or credit cards cannot be accepted) and payment must be received before hard copies can be provided. For certified payroll records (Labor Code Section 1776) there is a \$10.00 charge (check payable to Contractor) plus \$1.00 for the first page and \$0.25 for each page thereafter (check payable to City of Pasadena). Payment must be received no later than the time the copies are given to you. (MOST RECORDS MAY BE PROVIDED AT NO COST VIA EMAIL)
- Your mailing charge is \$ \_\_\_\_\_ based on postage and envelope.
- The cost for a CD or other electronic device is \$ \_\_\_\_\_.
- Other:

Date: February 26, 2026

By: Jesica Moya

Phone: (626) 744-\_\_\_\_\_

Department: City Attorney/City Prosecutor



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Revised 09/2025

- Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business, because the public interest in withholding those records clearly outweighs the public interest in disclosure. *Government Code Sections 7927.500, 7928.800(c).*
- Records pertaining to pending litigation to which the public agency is a party, or to claims made under the Government Claims Act because the pending litigation or claim has not been finally adjudicated or otherwise settled. *Government Code Sections 7927.200 – 7927.205, 7930.135, 7930.165.*
- Personnel, medical, or similar files, because the disclosure of which would constitute an unwarranted invasion of personal privacy. *Government Code Sections 7927.400 – 7927.420, 7927.700, 7928.300; and Article I, Section I of the California Constitution.*
- Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of the Pasadena Police Department and/or the City of Pasadena. *Government Code Sections 7923.600 – 7923.630, 7923.750, 7930.160.*
- Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information. Government Code Section. 7925.000, 7925.010.*
- Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with the licensing agency to establish his or her personal qualification for the license, certificate, or permit applied for. *Government Code Sections 7925.005 – 7925.010.*
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege, including but not limited to the Attorney-Client privilege, Attorney-Work-Product Doctrine, and the Official Information privilege. *Government Code Sections 7927.705, 7930.000 et seq.*
- On the facts of this particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record. *Government Code Section 7922.000.*
- Other:

SAVE

EMAIL

PRINT

Saturday, December 27, 2025 at 12:13:47 AM Pacific Standard Time

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**Subject:** FW: MORE: Recall of Council Review of Safe Parking Program at All Saints Church  
**Date:** Thursday, November 20, 2025 at 7:09:05 AM Pacific Standard Time  
**From:** julianna  
**To:** jerivas@cityofpasadena.net, jess@jessforpasadena.com  
**CC:** 'julianna'  
**Priority:** High

**CONFIDENTIAL PLEASE – NOT FOR DISTRIBUTION OR PUBLICATION IN ANY FORM**

Hi Jess,

I hope you were able to take a look at the memo I sent yesterday regarding recalling the Shared Parking program at All Saints. Please also see below the question I posed to Jennifer Paige this morning--and am forwarding solely to you--regarding whether obtaining MCUP approval is even appropriate or required.

Regarding the action to take by the Council (to discuss first perhaps with a good land use attorney):

I would propose when Steve Madison is present (in addition to you, Rick, Jason, and Gene) a "motion to reconsider the Shared Parking at All Saints at a quasi-judicial/de novo hearing at a date certain based on significant and relevant information omitted in the Staff Report of November 17, 2025, that the project is statutorily exempt from CEQA per Public Resources Code Section 21080.10 and find it will not result in any significant or unusual environmental effects.

Thanks for your leadership and supporting a critical City service.

Julianna

**Julianna Delgado, M.Arch, Ph.D, FAICP**

President, Southern California Planning Congress  
Planning Commissioner, City of Pasadena  
Design Commissioner (Chair), City of Pasadena  
Member, Mayor's Housing Task Force, City of Pasadena

Professor Emerita, Department of Urban and Regional Planning  
California State Polytechnic University, Pomona

***After enlightenment, do the laundry.***

*- Zen proverb*

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**From:** julianna  
**Sent:** Thursday, November 20, 2025 6:50 AM  
**To:** [jpaige@cityofpasadena.net](mailto:jpaige@cityofpasadena.net)  
**Cc:** 'julianna'; 'Mikaelian, Jason'  
**Subject:** RE: ANOTHER RELATED QUESTION: Recall of Council Review of Safe Parking Program at All Saints Church  
**Importance:** High

Jennifer,

I have another related question about the Safe Parking project that you may be able to answer --- or to run by a good land use attorney.

Given the intent of SB 1361/amendment to the Public Resources Codes to extend enjoyment of the same statutory CEQA exemption for local government to their contractors operating services related to ending homelessness on the government's behalf, can a land use entitlement then be required of the contractor? In this case, a MCUP for a Shared Parking program operated by the Showers of Hope at All Saints on the City's behalf and managed by the Housing Department?

By the same token, was a land use or other permit required for Trinity Lutheran to operate contractually a Bad Weather Shelter on the City's behalf? For Gruen, under City contract to restore the Central Library, to pull a building permit? For Dudek or other landscaping contractor to apply for a tree removal permit to remove trees on behalf of Public Works?

In all cases, I think the answer is 'No.' The City's exemption for permitting requirements is also extended to their service contractors operating on the City's behalf. From an operational standpoint, the contractor is the City.

The negotiated terms of the City's contract with the Showers of Hope/All Saints can include location (i.e. northern end of All Saints parking lot), hours of operation, number of cars/participants, provision of restroom/handwashing station, installation of public signs, security guard, etc., which the City will ensure and manage.

The only real benefit of requiring a MCUP is perhaps public noticing and hearing. However, consideration of the Showers of Hope contract was placed on a duly noticed City Council Agenda, on the Consent Calendar. No letters of opposition or request to pull the contract from the Calendar by the public or any City Council member was received. Thus, it was noticed and approved by Council unanimously.

So back to the question: Why does All Saints/Showers of Hope even need a MCUP to operate a shared parking program? (Note: the Hearing Officer approval for Trinity was prior to SB 1361 – and not, at first at least, under contract by the City.)

What is your thinking on this?

Thanks!

Julianna

Cellphone/text:

**Julianna Delgado, M.Arch, Ph.D, FAICP**

President, Southern California Planning Congress  
Planning Commissioner, City of Pasadena  
Design Commissioner (Chair), City of Pasadena  
Member, Mayor's Housing Task Force, City of Pasadena

Professor Emerita, Department of Urban and Regional Planning  
California State Polytechnic University, Pomona

***After enlightenment, do the laundry.***

*- Zen proverb*

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**From:** julianna  
**Sent:** Wednesday, November 19, 2025 6:37 PM  
**To:** Rick Cole; [REDACTED] [jlyon@cityofpasadena.net](mailto:jlyon@cityofpasadena.net);  
[jerivas@cityofpasadena.net](mailto:jerivas@cityofpasadena.net); [REDACTED]; [gmasuda@cityofpasadena.net](mailto:gmasuda@cityofpasadena.net);  
[jpaige@cityofpasadena.net](mailto:jpaige@cityofpasadena.net)  
**Cc:** 'julianna'; 'Mikaelian, Jason'; 'Márquez, Miguel'  
**Subject:** RE: Recall of Council Review of Safe Parking Program at All Saints Church  
**Importance:** High

This is to urge members of the City Council **to recall review** of a Safe Parking Program at All Saints Church (City Council Meeting of Nov. 17, 2025; Agenda Item #17) **based on new information omitted from the Staff Report.**

In its deliberation, because of an error of omission of an important and relevant legal detail in the Report, the Council was not provided with information about **statutory exemptions** for homelessness-related services under California law that recently went into effect (Public Resources Code Section 21080.10). Denial of the project based on CEQA may therefore be moot. To act without considering the exemption also subjects the City to legal challenge by the State.

### **Attempt to Thwart the Program Rests on a CEQA Challenge**

The Staff Report for the item discusses a recommended project determination under the California Environmental Quality Act (CEQA), which the Council failed to adopt (4 in favor of the recommendation; 3 opposed; 1 absent), which left the project in limbo. In the Report the project is determined to be **categorically exempt** from further CEQA review under Class 1 (Existing Facilities), which exempts the operation and minor alteration of existing facilities, like operating a safe parking lot in an existing parking area with no expansion. Likewise, it is exempt under Class 3 (New Construction or Conversion of Small Structures), which exempts the installation of small, temporary structures like portable restrooms, handwashing stations, etc. Based on the argument by the Appellant challenging the project on the basis of CEQA, three members of the Council voted not to accept Staff's recommended determination.

### **Staff Report Fails to Discuss Statutory Exemption for Safe Parking Programs**

Omitted from the Staff Report and Council consideration is discussion of the **statutory exemption for the program** as a result of Senate Bill 1361 (Blakespear). Sen. Blakespear (D- Encinitas) said, "It's common sense to extend the CEQA exemption already enjoyed by local governments to those they contract with to provide services on their behalf."

Signed by the Governor and filed with the Secretary of State on August 19, 2024, the Bill went into effect on January 1, 2025. It amends California Public Resources Code Section 21080.10, a part of CEQA that

outlines specific projects and actions that are **statutorily exempt** from the requirements of the Act. It was designed and adopted explicitly to protect programs to end the homelessness crisis in California from being delayed or blocked by CEQA challenges.

As amended by SB 1361, the Section now includes specific statutory exemptions for services and shelters provided to people experiencing homelessness **through contracts with local governments.** Per Section 21080.10, the amended Code exempts:

*(c) (1) Actions taken by a local agency to approve a contract for providing services for people experiencing homelessness.*

*(2) The services described in paragraph (1) may include, but are not limited to, case management, resource navigation, security services, residential services, and counseling services.*

The determination may depend on a local agency finding that no unusual circumstances exist that could lead to a **significant** environmental effect (i.e. impacts to rare or endangered species, harm to historic resources, significantly higher levels of air pollution, etc.) Based on Staff's argument provided for categorical exemption, the "no unusual circumstances determination" can be found to be true for the Safe Parking Program at All Saints Church just like the City found for its predecessor located at Trinity Lutheran Church.

### **The City Has a Clear Record of Action to Support Safe Parking Programs**

Approving the Safe Parking Program is a specific action taken with urgency by a local government (Pasadena) to reduce the incidences of declining into chronic homelessness among people who own, operate, and maintain their own vehicles and elect to sleep in them because they cannot afford permanent housing. The City's Housing Department held discussions with All Saints Church who agreed to provide the use of its parking lot to implement a safe parking program. On April 15, 2024, the City Council—**as a part of its Consent Calendar and with no separate discussion**--authorized entering into a contract with Shower of Hope to operate the program at All Saints on the City's behalf, managed by the Housing Department.

The Council—without reservation---also took action to approve the General Plan Housing Element, which included in Program #19 the provision of Safe Parking that was certified by the State Dept. of Housing and Community Development. The Council—without reservation or opposition—also took action to amend the Zoning Code to include "Safe Parking" as an accessory use at religious facilities located in the P/PS Zone, such as at All Saints. Similarly, the City's Hearing Officer approved a safe parking program also categorically exempt from CEQA in February 2024, for Trinity Lutheran Church, without appeal or subsequent revocation. **Thus, the City's legislative record shows clearly its actions and to enter into contracts to support reducing homelessness on its behalf, including the**

**provision of safe parking.**

**Julianna Delgado, M.Arch, Ph.D, FAICP**

President, Southern California Planning Congress  
Planning Commissioner, City of Pasadena  
Design Commissioner (Chair), City of Pasadena  
Member, Board of Zoning Appeals, City of Pasadena  
Member, Mayor's Housing Task Force, City of Pasadena

Professor Emerita, Department of Urban and Regional Planning  
California State Polytechnic University, Pomona

***After enlightenment, do the laundry.***

*- Zen proverb*



Jason >



Mon, Nov 17 at 11:38 PM

Except we're an odd number tonight so it won't be a tie



Message



10:03



Rick



Where are you on this?

Mon, Nov 17 at 9:31 PM

Tue, Nov 18 at 8:08 AM

10:13



Sasha Renée

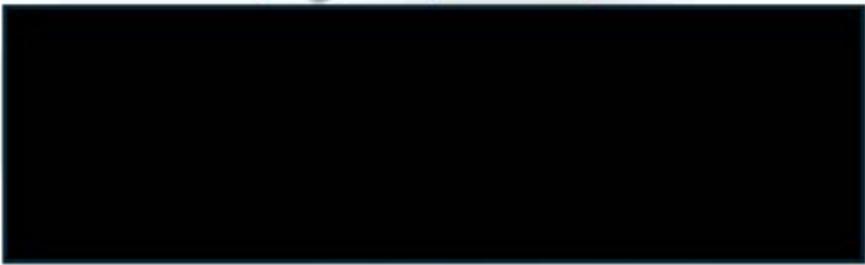
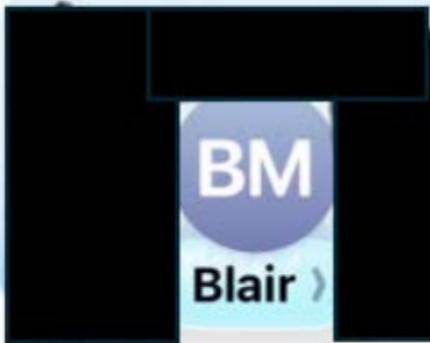
Mon, Nov 17 at 7:18PM

Good job tonight!

Delivered

Sasha Renée has notifications silenced

11:00



Wed, Nov 19 at 10:40 AM

People are really pissed about the safe parking thing.

Is there any hope of it going back to Council when Madison is there and getting a new vote?

Wed, Nov 19 at 4:56 PM





JD

Juliana

Wed, Nov 19 at 3:20 PM

Please call me when you get home. I did some research and found a new State law that applies and was not discussed in the Staff Report. The absence of the information may be a way way to call this back up once Steve Madison is available to vote.

Julianna



Message





KH

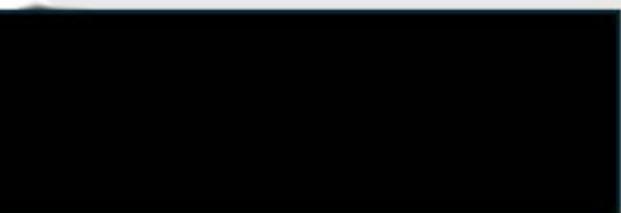
ke



Katie >

Tue, Nov 18 at 9:16 AM

Hey! Heard it was a late night last night. Just checking... did the safe parking get shut down?



Mon, Dec 1 at 11:54 AM

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# Guest Opinion | Dr. Julianna Delgado: No Longer Sleeping in My Car

Published on Tuesday, November 25, 2025 | 5:03 am





Since I was a teenager—and at times homeless—I learned early that the ability to sleep safely, even without a home, is essential for human survival. It is the fragile line between moving toward the American Dream and falling into despair. I worked my way through school, juggling multiple jobs.

But even then, I survived by sleeping in the old Chevy Nova my grandfather left me. I often parked at a 24-hour Ralph's because it offered what every human being needs at night: lights, bathrooms, food, and the comfort of not being entirely alone. A kind security guard turned a blind eye.

I slept as safely as one can in a car until financial aid allowed me to move into a dorm. That experience—combined with both trauma and resilience—shaped my life as a planner, educator, and advocate.



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It taught me that a just city must center on dignity, safety, and compassion, especially for people who cannot or simply do not show up at public hearings. It also taught me that good urban planning depends on adherence to the law, the evidence, and the public trust. So as the Safe Parking Program at All Saints Church came before the city this year, I watched closely as some neighbors appealed without any compassion for a very serious social issue and not understanding the consequences. And I asked myself a painful question: What would motivate local leaders to vote against ensuring that unhoused residents can sleep safely—even when sleeping in their car is the only option?

### **A Program That Meets the Need—and the Law**

The Safe Parking Program at All Saints is simple: a secure, overnight place where people living in their cars—mostly older adults, working residents, women, fire survivors, and students—can sleep without fear. It operates from 7 p.m. to 7 a.m., allows at most 25 cars in the Church’s lot with space for 109, requires registration, enforces behavioral rules, and includes on-site security and case management to help people transition to stable housing. Pasadena already approved a similar program at Trinity Lutheran, which has operated for years without issue. City staff, the Hearing Officer, and my colleagues—all five members of the Board of Zoning Appeals (also Planning Commissioners)—approved the program and agreed it met two exemptions under the California Environmental Quality Act (CEQA). Both relate to the operation of existing facilities and small, temporary structures—neither of which create unusual or significant physical environmental impacts. Parking a car unattended in an existing lot is no different to the environment than one with someone inside. CEQA only

reviews environmental effects such as pollution, destruction of habitat, or harm to historic resources. It does not consider social concerns or fears about unhoused people or an increase in homelessness.

But the most important fact is this: as of January 1, 2025, the Safe Parking Program could be statutorily exempt from CEQA under Senate Bill 1361, passed unanimously by the State Senate and Assembly and signed by the Governor. Existing law had already exempted services for ending homelessness undertaken directly by local governments; SB 1361 extends the CEQA exemption to contracted services operated on the government's behalf. The intent of the new law is to prevent CEQA from being weaponized to delay services meant to protect people experiencing homelessness. It was designed precisely for situations like this. On April 15, 2024, the Council had already authorized a contract to be managed by the City's Housing Department with The Showers of Hope to operate the All Saints' program, which is protected by that very law.

### **A Minority Vote Stopped the Program**

At the November 17 City Council appeal hearing on CEQA grounds, four councilmembers—Jess Rivas, Rick Cole, Jason Lyons and Gene Masuda—affirmed staff's environmental determination. Three members—Mayor Victor Gordo and Councilmembers Justin Jones and Tyron Hampton—voted against it.



Because Pasadena’s charter requires five affirmative votes for approval (Steve Madison was absent), the Safe Parking Program was halted by a minority—even though a majority of the Council supported it. Those same three also voted against continuing the hearing to a date when the full Council could be present.

The result is that a legally compliant, urgently needed program—already funded, vetted, and approved—was left in limbo because of a CEQA action that state law could now prohibit (see CA Public Resources Code Section 21080.10).

### **The Human Cost of Delay**

The consequences are not abstract. Tonight, people will sleep in their cars in Pasadena. Some are in their seventies. Some work full-time. Some have children. Some are students like I once was. Some are simply trying to survive until they can afford a room or receive a voucher. Safe Parking does not create homelessness; it simply acknowledges reality. And it provides safety, stability, and a pathway out—not a permanent condition. Our City has already declared that Safe Parking aligns with our Housing Element, our Zoning Code, and our values. We cannot allow fear, misinformation, or procedural maneuvers to override compassion and the law.

## A Call for Civic Engagement—and for the Council to Reconsider

Pasadena residents deserve a process grounded in facts, transparency, and humanity. The Council's vote on November 17 did not meet that standard and the omission of SB 1361 from the Staff Report deprived the public and the Council of critical information.

The Council should reopen and reconsider the matter, correct the record, and align its actions with both state law and Pasadena's stated goals. A responsible city does not leave its own residents unsafe when a lawful, vetted, and compassionate solution is already in hand. And residents can help. I urge Pasadena community members—especially those who believe in fairness, dignity, and evidence-based decision making—to make their voices heard. Speak at Council. Write. Show that this city stands for compassion over fear and for process over dirty politics. For people sleeping in their cars tonight, a safe parking space is the difference between danger and rest, between despair and possibility. Pasadena can choose to be the city that gives them that chance.

*Dr. Julianna Delgado is a Fellow of the American Institute of Certified Planners (FAICP), President of the Southern California Planning Congress, and Professor of Urban and Regional Planning. She is a Pasadena resident, chairs the City's Design Commission, and also serves on its Planning Commission and Board of Zoning Appeals (BZA).*



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OFFICE OF THE CITY CLERK

January 21, 2026

Erica S. Tamblyn  
132 N. Euclid Avenue  
Pasadena, CA 91101

**Re: Minor Conditional Use Permit #7318  
202 North Euclid Avenue  
Council District #3**

**ZENT2025-00039**

Dear Ms. Tamblyn:

The appeal of **Minor Conditional Use Permit #7318** for the property located at **202 North Euclid Avenue** was considered by the **City Council** on **November 17, 2025**. The City Council reviewed the following project:

**MINOR CONDITIONAL USE PERMIT: To allow a Safe Parking use for up to 25 individuals in conjunction with a religious facility site (All Saints Church).**

A motion was made to find that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Class 1, Existing Facilities) that resulted in a 4-3 vote by the members present. The Pasadena City Charter requires an affirmative vote of five members for the Council to take valid action. Therefore, the motion failed. A subsequent motion was made to reopen the public hearing and continue it to January 12, 2026 that resulted in a 4-3 vote by the members present, and that motion failed. No further motions or actions were made. Pursuant to Pasadena Municipal (PMC) Section 17.72.070.B.5 (Failure to Act), a failure to affirmatively approve any CEQA action shall be deemed a denial of the CEQA action. As a result, the project was not approved at the November 17, 2025 meeting. The Council's action was without prejudice. Pursuant to PMC Section 17.64.090 (Resubmittals), the applicant may resubmit an application for the same or similar discretionary land use permit within 12 months or anytime thereafter.

The decision of the City Council is not subject to further administrative appeals. It should be noted that the time frame within which judicial review of the decision must be sought is governed by California Code of Civil Procedures, Section 1094.6.

For further information regarding this case, please contact **Alison Walker** at **(626) 744-6742** or **awalker@cityofpasadena.net**.

Sincerely,  
  
Mark Jomsky  
City Clerk

xc: City Manager, City Clerk, City Council, City Council District Liaison, Planning Commission, Planning Division, Building Division, Cultural Affairs Division, Public Works Department, Department of Transportation, Fire Department, Power Division, Water Division, Case File, Decision Letter File



# PASADENA POLICE DEPT CAD Call Print Synopsis

Number of Records Returned: 53

**Search Criteria:** which\_cad='P' and occ\_date between '2023-01-01' and '2025-09-24' and address like '%997 E WALNUT%' and jurisdiction='PA'

Call #	Report #	Call Date	Time	Initial Call Type	Final Call Type	Location	Founded	Cleared By
PA 2023-12222	2023-12222	Feb-15-2023	15:48:02	484A (PETTY THEFT)	484A (PETTY THEFT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-15433	2023-15433	Feb-27-2023	10:54:31	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-24476	2023-24476	Mar-28-2023	18:29:36	243A (BATTERY)	243A (BATTERY)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-38801	2023-38801	May-14-2023	11:49:41	PFDAST(FIRE DEPT ASSIST)	PFDAST(FIRE DEPT ASSIST)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-39362	2023-39362	May-16-2023	14:23:17	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-46283	2023-46283	Jun-08-2023	03:47:50	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-76165	2023-76165	Sep-12-2023	01:01:12	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-79922	2023-79922	Sep-24-2023	03:46:39	415MUS(415 MUSIC)	415MUS(415 MUSIC)	997 E WALNUT ST, PASADENA	Yes	INCIDENT UNFOUNDED
PA 2023-93583	2023-93583	Nov-08-2023	06:36:03	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-95809	2023-95809	Nov-16-2023	01:29:34	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	CANCEL (CAN)
PA 2023-96727	2023-96727	Nov-19-2023	00:33:15	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-96873	2023-96873	Nov-19-2023	16:17:31	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	GONE ON ARRIVAL
PA 2023-97085	2023-97085	Nov-20-2023	14:40:30	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	OUTSIDE ASSIST/REFER



# PASADENA POLICE DEPT

## CAD Call Print Synopsis

Call #	Report #	Call Date	Time	Initial Call Type	Final Call Type	Location	Founded	Cleared By
PA 2023-97242	2023-97242	Nov-21-2023	08:24:01	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-98748	2023-98748	Nov-27-2023	03:17:37	415BG (415 BOY/GIRL)	415BG (415 BOY/GIRL)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-100410	2023-100410	Dec-02-2023	14:44:33	PFDAST(FIRE DEPT ASSIST)	PFDAST(FIRE DEPT ASSIST)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2023-100972	2023-100972	Dec-04-2023	19:14:27	415M (415 MISC)	415M (415 MISC)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-7535	2024-7535	Jan-28-2024	23:53:53	TRUNK (TROUBLE UNKNOWN)	TRUNK (TROUBLE UNKNOWN)	997 E WALNUT ST, PASADENA	Yes	UNABLE TO LOCATE
PA 2024-9172	2024-9172	Feb-03-2024	19:28:22	415GRP(415 GROUP)	415GRP(415 GROUP)	997 E WALNUT ST, PASADENA	No	CANCEL (CAN)
PA 2024-9277	2024-9277	Feb-04-2024	03:58:57	<b>REDACTED</b>		997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-13587	2024-13587	Feb-20-2024	21:39:13	243A (BATTERY)	415M (415 MISC)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-14858	2024-14858	Feb-24-2024	17:59:11	925A (SUSP PERSON/VEH)	925A (SUSP PERSON/VEH)	997 E WALNUT ST, PASADENA	Yes	GONE ON ARRIVAL
PA 2024-17267	2024-17267	Mar-03-2024	18:31:33	415M (415 MISC)	415M (415 MISC)	997 E WALNUT ST, PASADENA	Yes	CANCEL (CAN)
PA 2024-18090	2024-18090	Mar-06-2024	17:54:45	PUBAST(PUBLIC ASSIST)	PUBAST(PUBLIC ASSIST)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-18709	2024-18709	Mar-08-2024	23:18:12	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	GONE ON ARRIVAL
PA 2024-18967	2024-18967	Mar-10-2024	01:20:13	594A (MAL MIS MISD)	594A (MAL MIS MISD)	997 E WALNUT ST, PASADENA	No	CANCEL (CAN)
PA 2024-27474	2024-27474	Apr-09-2024	12:39:31	PUBAST(PUBLIC ASSIST)	PUBAST(PUBLIC ASSIST)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-31924	2024-31924	Apr-24-2024	22:15:15	925 (SUSP PERSON)	925 (SUSP PERSON)	997 E WALNUT ST, PASADENA	Yes	UNABLE TO LOCATE



# PASADENA POLICE DEPT

## CAD Call Print Synopsis

Call #	Report #	Call Date	Time	Initial Call Type	Final Call Type	Location	Founded	Cleared By
PA 2024-32611	2024-32611	Apr-26-2024	20:28:46	CHKWEL(CHECK WELFARE)	CHKWEL(CHECK WELFARE)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-34035	2024-34035	May-01-2024	18:37:29	CHKWEL(CHECK WELFARE)	CHKWEL(CHECK WELFARE)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-43063	2024-43063	May-31-2024	22:55:46	925 (SUSP PERSON)	925 (SUSP PERSON)	997 E WALNUT ST, PASADENA	Yes	GONE ON ARRIVAL
PA 2024-47234	2024-47234	Jun-14-2024	23:27:06	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-47382	2024-47382	Jun-15-2024	16:06:53	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-53898	2024-53898	Jul-07-2024	17:58:59	PFDAST(FIRE DEPT ASSIST)	PFDAST(FIRE DEPT ASSIST)	997 E WALNUT ST, PASADENA	Yes	CANCEL (CAN)
PA 2024-55145	2024-55145	Jul-12-2024	02:47:00	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-55564	2024-55564	Jul-13-2024	01:03:05	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-63022	2024-63022	Aug-07-2024	19:52:20	CHKWEL(CHECK WELFARE)	CHKWEL(CHECK WELFARE)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-63355	2024-63355	Aug-08-2024	21:31:07	925 (SUSP PERSON)	925 (SUSP PERSON)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-77116	2024-77116	Sep-26-2024	04:34:40	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2024-90417	2024-90417	Nov-14-2024	09:49:30	415M (415 MISC)	415M (415 MISC)	997 E WALNUT ST, PASADENA	Yes	GONE ON ARRIVAL
PA 2024-95290	2024-95290	Dec-02-2024	15:31:09	484A (PETTY THEFT)	484A (PETTY THEFT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED



# PASADENA POLICE DEPT CAD Call Print Synopsis

Call #	Report #	Call Date	Time	Initial Call Type	Final Call Type	Location	Founded	Cleared By
PA 2025-5964	2025-5964	Jan-21-2025	06:18:19	415M (415 MISC)	415M (415 MISC)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-7661	2025-7661	Jan-27-2025	11:54:26	CHKWEL(CHECK WELFARE)	CHKWEL(CHECK WELFARE)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-12118	2025-12118	Feb-13-2025	16:40:10	647F (PUBLIC INTOX)	647F (PUBLIC INTOX)	997 E WALNUT ST, PASADENA	Yes	REPORT
PA 2025-12184	2025-12184	Feb-13-2025	22:16:30	<b>REDACTED</b>		997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-12200	2025-12200	Feb-14-2025	00:17:40	<b>REDACTED</b>		997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-16764	2025-16764	Mar-01-2025	09:14:15	602 (TRESPASS)	602 (TRESPASS)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-19335	2025-19335	Mar-11-2025	17:57:00	MEDIC (MEDICAL ASSIST)	MEDIC (MEDICAL ASSIST)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-22361	2025-22361	Mar-22-2025	13:42:11	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-22632	2025-22632	Mar-23-2025	12:00:40	TRST (TRANSIENT)	TRST (TRANSIENT)	997 E WALNUT ST, PASADENA	Yes	NO FURTHER ACTION NEEDED/RESOLVED
PA 2025-37481	2025-37481	May-16-2025	08:01:16	EXSER (EXTRA SERVICE)	EXSER (EXTRA SERVICE)	997 E WALNUT ST, PASADENA	Yes	POLICE ADVISED
PA 2025-52916	2025-52916	Jul-09-2025	12:23:07	CHKWEL(CHECK WELFARE)	CHKWEL(CHECK WELFARE)	997 E WALNUT ST, PASADENA	Yes	GONE ON ARRIVAL
PA 2025-72253	2025-72253	Sep-15-2025	10:31:18	SUSCIR(SUSPICIOUS CIRC)	SUSCIR(SUSPICIOUS CIRC)	997 E WALNUT ST, PASADENA	Yes	REPORT

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# Amid the pandemic, Pasadena parish gives unhoused neighbors a safe place and a bit of hope

by Pat McCaughan | May 27, 2020 | Uncategorized



J.B., who was living on the streets in Pasadena, has found a safe haven at All Saints Church, Pasadena. Photo: Mike Kinman

Before the coronavirus, J.B.'s home had been on Pasadena city streets.

"I stayed down on Del Mar and Pasadena Street," J.B., 60, told The Episcopal News recently. When efforts to halt the virus's spread forced closure of local restaurants, offices, and

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“The banner on our front lawn says, ‘All Saints welcomes all refugees,’ and thank God, people started taking us seriously,” said All Saints’ rector, the Rev. Mike Kinman. “They realized All Saints Church was a place they could come and stay.

“If you have nowhere else to go, church should always be a place that says, okay you can stay here,” Kinman added. “Our primary concern was providing a safe place, because sleeping on the street is dangerous.”

Kinman and others at the 3,000-member congregation, renowned for its outspoken advocacy and unabashed social activism, say caring for society’s most vulnerable — especially during the pandemic — is the least the church can do.

For instance, there’s retired Arcadia elementary school teacher Dan Bump, 60, who volunteers weekly at the church “to be the trash picker-upper.”

“Volunteering in this way just makes me feel even better about being a member of All Saints,” Bump told EN recently. “In this era of NIMBY — not in my backyard — this is a complete yes, in my front yard, and I feel really good about that.”

### **‘A complete yes, in my front yard’**

Three months ago, J.B. joined a group of about 15 who had been living on the church campus, some for as long as a year.

“This is a good church, that cares about the homeless,” J.B. said. “A friend of mine brought me here. It’s better than being on the streets. It gets rough sometimes and you have your moments that you pray. A few of us try to help out as much as we can.”

The group camps out, from the parking lot to the atrium, equipped with

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They are the church, Kinman said.

“These are members of the All Saints community. This isn’t some sort of subset of people that we who are the true community are helping,” he said. “They are drawn to All Saints the same way anyone is drawn to a church. The question is, how do we care for this portion of our community?”

Caring for the group is about becoming beloved community together, he said. And it can be complicated, deeply enriching, and

sometimes messy. It involves “moments of incredible beauty and generosity, but it isn’t something you romanticize, because it can be really hard.”

Their life together, for example, ranges from ensuring for such basic needs as food, water, security and waste disposal, to engaging theological conversations and activating community covenants.



All Saints Church, Pasadena, has made areas of its campus available to unhoused neighbors in recent weeks as businesses and public facilities have been closed due to the coronavirus quarantine and shutdown. Photo: Mike Kinman

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giveaways and pre-packaged to-go boxes, according to volunteer coordinator Erica Tambly.

“There is a Ralphs grocery store four blocks from All Saints, so we provide \$10 gift cards ... [which can] buy a rotisserie chicken and some mac and cheese,” said Tambly who, along with her spouse Marilyn Coffman, has coordinated the ministry for about eight years.

The grocery gift card giveaways have risen from an initial 20 weekly to about 143 on May 24, she said. Additionally, 54 masks were distributed along with bottles of water and pairs of socks.

Hoses make water available, and the congregation installed a port-a-potty with a washing station on its campus. Some residents like J.B. help clear away trash and mop up human waste. “What’s been wonderful is that people who are living here day in and day out, night in and night out, take a protective pride in the facility,” Kinman said.

Church members also provide volunteer clean-up duty, about which Kinman is philosophical: “Ultimately, the church isn’t a museum, we have to ask what is it for and if we’re worried so much about keeping it pristine that we don’t use it, then that’s not really church.”

Similarly, the church tapped a local security company to make twice-daily campus checks, “to help people settle down in areas that will be safe for them, like not next to the electrical generator,” Kinman said.

Additionally, covenants are necessarily created.

“You have to have conversations that as a community you can’t light a fire or do

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what it means to do life together. At its best, it is managed chaos, but it is also wonderful.”

Kinman says that he always offers opportunities for their unhoused guests to get into rehabilitation, but those staying at All Saints must agree not to smoke or to buy, sell or use drugs on church property. If they need to use drugs, he tells them, they must leave the campus to do so and return afterward.

As in any community, there is conflict, and in the age of coronavirus, the added challenge to mediate while social distancing.

Most importantly, Kinman said, “we get to know each other’s names and listen to each other, have theological conversations saying basically, I am going to treat you like an image of God because that’s what you are and we’re going to love each other.

“Love is the most disarming thing in the world and our default is we’re just going to love you.”

The church is also partnering with Union Station Homeless Services and the Los Angeles County Homeless Services Authority’s [Project Roomkey](#), which seeks to house those experiencing homelessness and to help prevent the spread of COVID-19.

Ultimately J.B. is hoping to find more permanent housing. His friend Marcy, whom he met at All Saints, was just placed in a motel in another city, he said.

“She has a broken leg right now and can’t really move around. It’s a good thing they put her in the hotel. I hope I can be placed there, too. It would make me and her so happy to be together again.”



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People staying on the All Saints, Pasadena, campus help to clean and maintain the property as a gift to the church community that has welcomed them. Photo: Mike Kinman

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