

**From:** [REDACTED]  
**To:** [Board Clerk](#)  
**Subject:** May 14. Item #8: Water Taxi Service between San Pedro and Long Beach.  
**Date:** Wednesday, May 14, 2025 10:17:15 AM  
**Attachments:** [image001.png](#)

---

As President of the San Pedro Business Improvement District, which encompasses the historic downtown of San Pedro and the coastline, we applaud the recommendation of Supervisor Hahn for a feasibility study re a water taxi. There is hope that this would lead to full time service post LA2028. Workers commute from the South Bay to the Long Beach area every day and visa versa. This would increase mobility, reduce congestion and foster economic development in both the harbor area and Long Beach. Thank you!



May 15, 2025

Ad Hoc 2028 Olympic & Paralympic Games Committee  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
3<sup>rd</sup> Floor Board Room  
Los Angeles, CA 90012

Dear Board Members of the Ad Hoc 2028 Olympic & Paralympic Games Committee,

As Councilwoman of Long Beach's Fifth District, and Chair of the City's Mobility, Ports, & Infrastructure Committee, I am writing to express my support for the Motion brought forth by Chair Hahn and her colleagues, Directors Bass, Dutra, Dupont-Walker, and Butts, to pursue the feasibility of a Water Taxi Service to connect San Pedro and Long Beach. Connecting these two thriving and distinct waterfront cities will improve access across our region while showing our collective commitment to push for creative and innovative transit solutions.

Especially as we prepare for the upcoming 2028 Olympic & Paralympic Games, for which Long Beach will host 11 events, improving regional access is crucial, as is taking traffic congestion and environmental impacts of increased travel across the area into consideration. I support the push for this creative solution that could provide a regional mobility option that does not contribute to, and may even reduce, traffic congestion, while offering a fun experience to customers and providing opportunities for a new form of activation for local businesses and venues at each stop. While LA28 is an important pretext for this conversation, I hope the feasibility of this project is considered beyond the upcoming Games, to provide a unique form of connectivity for our large and diverse region for travelers, tourists, and locals alike.

I thank Chair Hahn and the entire Metro Board for consideration of this item, and I extend my support. I look forward to seeing how this regional water taxi project could come to life in time for the 2028 Olympics.

Sincerely,



Megan Kerr  
Councilwoman, 5<sup>th</sup> District



## Subject: Item 10- Improve the Rail to River Segment B Proposed Project

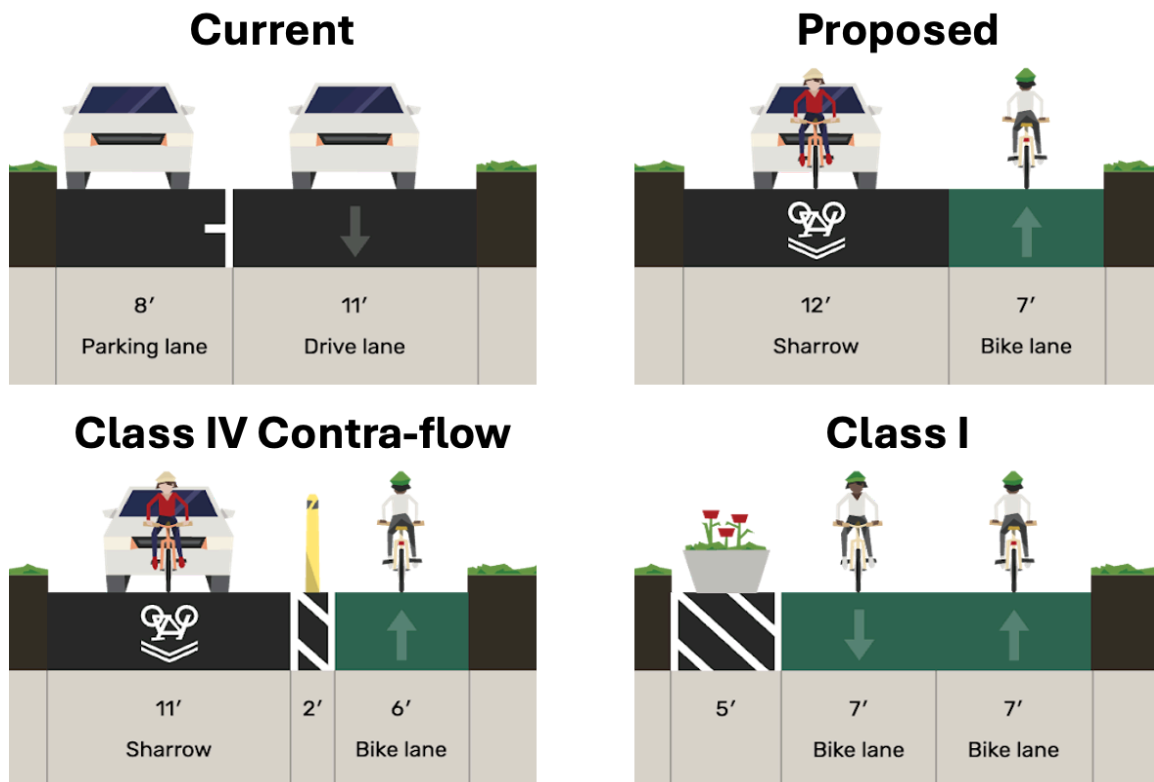
Dear LA Metro Board,

The Rail to River Active Transportation Corridor Project is a vital local and regional mobility project. Unfortunately, the currently proposed upgrades for Segment B are completely unacceptable, failing to meet guidelines for all ages and abilities bicycle facilities. However, the project can be easily improved within the proposed project footprint, with equal vehicular parking and travel lanes and minimal added cost. Staff needs to work with the partner local agencies and return to the Board with an improved all-ages and abilities project proposal. This is a key project for linking high quality regional bike facilities, and it is essential that it is built in the lowest-stress/highest-safety form possible. Below I outline the feasibility of these improvements:

### Slauson to Holmes:

An unprotected contra-flow bike lane on a curve is a recipe for disaster. At a bare minimum, the contra-flow lane needs to have physical protection. More ideally, Metro and local agencies should consider closing this section of Randolph to vehicles, as there is little to no access from Randolph that cannot be compensated for with access from Holmes or Slauson. This is a true all ages and abilities facility.

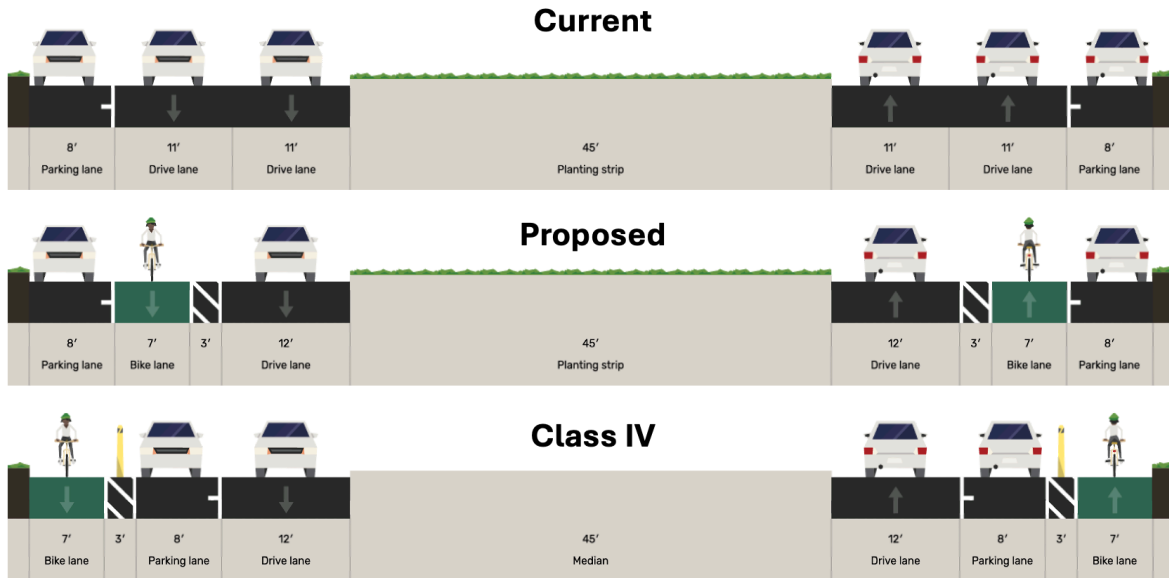
## Slauson to Holmes



### Holmes to State:

A 7' class II lane + 3' buffer is proposed, when a class IV facility would easily fit in the same space and maintain parking. This is an easy upgrade that will massively increase comfort, safety, and ultimately usefulness. The cost difference is minimal, as quick-build materials like K-71 bollards can be used.

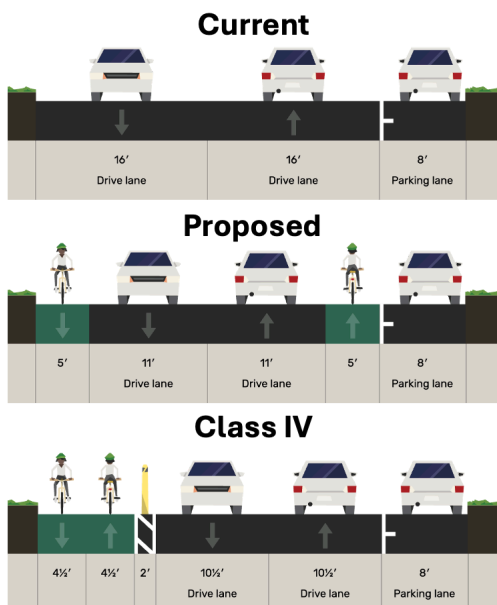
# Holmes to State



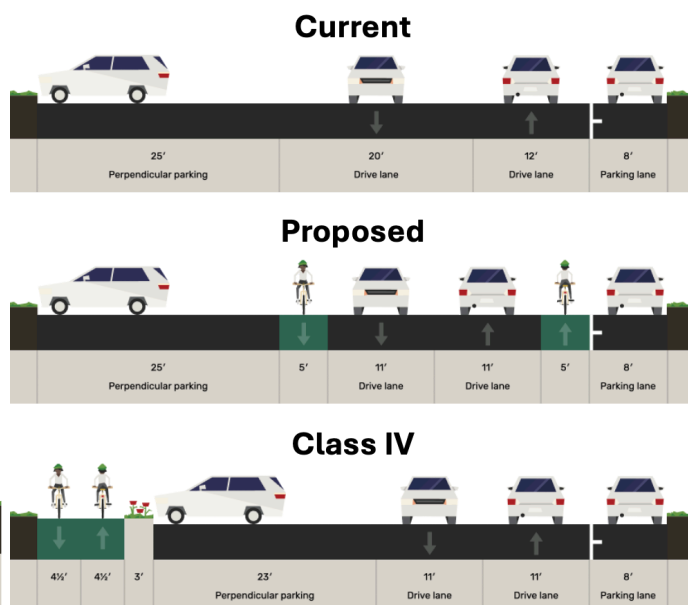
## State to LA River:

The current proposals of parking adjacent 5' class II lanes are completely unacceptable. The northern curb of Randolph has limited conflicts compared to the southern curb, and all are signal or stop-controlled. This is ideal for a two-way class IV cycletrack, which can fit within the same total footprint of one-way unprotected lanes. In addition to being an all ages and abilities facility, this improves the connection to the LA River Path ramp by avoiding the need for eastbound cyclists to cross the street. Additionally, the one-way to two-way class IV transition can easily be done at State St via a two-stage turn for eastbound cyclists at the signalized intersection.

## State to LA River



## Clarkson to Prospect



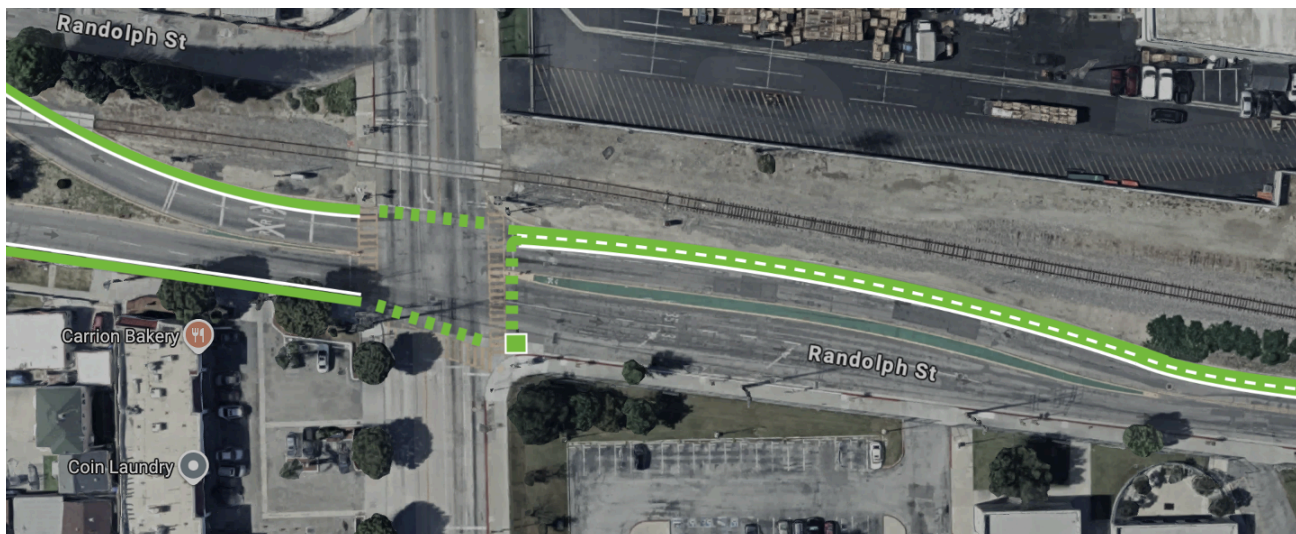


In the short segment where perpendicular parking is permitted on the northern curb of Randolph from Clarkson to Prospect, there is adequate space to continue the class IV lane around the parking. If need be, the perpendicular parking can be converted to diagonal parking. In either perpendicular or diagonal configuration, the majority of parking is maintained, and safety for all road users is improved by limiting vehicle turning movements across traffic and bicycle lanes to access the parking.

### Clarkson to Prospect Perpendicular Parking Diversion



### State St One-way to Two-way Cycle Track Transition



Please consider voting against this item and directing staff to work with the partner local agencies to return with an improved all-ages and abilities project proposal.

Sincerely,  
Connor Webb



COMMUNITIES  
FOR A BETTER  
ENVIRONMENT  
established 1978

**act·LA**  
Housing Jobs & Transit for All

**LOS  
ANGELES  
WALKS**



**VIA EMAIL**

May 21, 2025

**RE: Rail to River Segment B Project**

We write on behalf of our organizations asking you to advocate for the safety of children, seniors, families and other users of the public right-of-way on Randolph Street as you work with the Los Angeles Metro to complete the Rail to River Segment B Project.

We are pleased that Metro is moving forward with Segment B through Florence/Firestone, Huntington Park, Vernon, Bell, and Maywood along Randolph with a connection to the LA River Bike Path and into Commerce and beyond. You have worked to prioritize transit-dependent residents in your districts, including some of the highest number of bus shelters in LA County, providing shade and respite for your residents. We write to express concerns with the implementation of the Rail to River Segment B project:

1. There are three sections that will force walkers, runners, cyclists, and children into the right-of-way with automobiles and traffic—creating deadly stretches of road for vulnerable residents. These sections include: Slauson to Holmes in Unincorporated L.A. County, the section Holmes to State St in Huntington Park, and State St to LA River section in the City of Bell. We ask that these sections be reconfigured—either by removing parking or taking alternative approaches to “sharrows.” A major concern is that current designs may violate [Senate Bill 1216](#) (Blakespear), which prohibits the installation of Class III bikeways (sharrows) on streets with speed limits over 30 miles per hour.
2. We believe consistent wayfinding between the Rail to River Segment A and B Projects, the Randolph Corridor Active Transportation Project, and the River Bike Path to Long Beach is vital. Ensuring that walkers, cyclists, runners, and others know that this infrastructure connects your city with the broader region—from Inglewood to Long

Beach—is vital for regional transportation networks and ease of wayfinding. We ask that the regional entity, Metro, provide this consistent wayfinding with signage.

3. We work together to identify funding for a bridge crossing that connects the Randolph Corridor over the LA River and 710 Freeway so that residents of Commerce and beyond can connect with this bike path.

We appreciate the work that LA Metro and your City has put into the proposed Rail to River Segment B project plan. In efforts to also maintain the Rail to River Segment A project's safety and continuity, we ask that your City improve the intersections to create a seamless and safe experience for pedestrians and cyclists.

Sincerely,  
Eli Lipmen, Executive Director  
**Move LA**

Dilia Ortega, Southern California Program Director  
**Communities for a Better Environment**

Kalayaan Mendoza, Senior Mobility Justice Organizer  
**People for Mobility Justice**

Marissa Ayala, Policy & Advocacy Manager  
**ACT-LA**

Alex Ramirez, Executive Director  
**Los Angeles Walks**

Yvette Zea, Founder & Community Organizer  
**Pico Women Bicycle Club**

Christian Vasquez, Community Organization  
**SELA Bicycle Center**

Brett Slaughenhaupt, Director of LA County Advocacy  
**Streets Are For Everyone**

## **Community Letter in Opposition to Item 15: Stop Diverting Equity Investments from Western/Slauson**

**Metro Planning & Programming Committee | May 14, 2025 | File #: 2025-0376**

### **To:**

Jacquelyn Dupont-Walker, Chair  
Hilda Solis, Vice Chair  
Lindsey Horvath, Member  
Holly J. Mitchell, Member  
Ara J. Najarian, Member  
Gloria Roberts, Non-voting Member  
Stephanie Wiggins, CEO

**Subject: Vote NO on Item 15 — Protect Western/Slauson MAT Investments from Olympic-Driven Reprogramming**

**Dear Committee Members,**

This Committee is being asked to approve a proposal that, if passed, will have lasting and harmful consequences for South Los Angeles communities.

**Item 15 (File #: 2025-0376) proposes reallocating \$3.3 million in Measure M Metro Active Transportation (MAT) funds from the Western/Slauson First/Last Mile Improvements Project to the Destination Crenshaw project.**

This is not just a budgetary adjustment. It is a decision that strikes at the heart of Metro's commitments to equity, community-driven investment, and public accountability.

Vision 2028 outlines a commitment to “[enhance communities and lives through mobility and access to opportunity]” and promises “*responsive, accountable, and trustworthy governance*.” This motion contradicts those values. The people of South LA are not being heard, and this action feels like a top-down decision that prioritizes visibility and aesthetics over actual safety and mobility needs.

We are urging you to **vote NO on Item 15**.

## **This is Not the First — It is a Pattern of Disinvestment**

Western/Slauson is not merely a line on a map. It represents a frontline community long burdened by systemic neglect and exclusion from public investment.

This is not the first-time equity-committed funds for this community have been quietly redirected:

- **LADOT and the City have already reprogrammed \$1.5 million in EV car share program funds**—originally designated as leverage for South LA TCC projects.
- Now, they seek to divert another \$3.3 million from Western/Slauson MAT investments, of which \$1.7 million is programmed for the South Eco-Lab as leveraged funding.
- \$1.5 million of the \$1.7 million is slated for construction costs. Without this critical funding, roughly 50% of construction dollars will be taken away from this critical project.
- While the City states that they are committed to finding additional funding to recoup the dollars for Western/Slauson, there is no guarantee that commitment will be upheld. **Why not make that commitment to Destination Crenshaw?** If both projects have the same timeline.

Each of these actions chips away at the integrity of public promises made to these neighborhoods. This is not coincidence. It is a pattern.

## **Western/Slauson First-Last Mile**

The Western/Slauson First-Last Mile project is 1 of 11 projects part of the South LA Eco-Lab, which received a Transformative Climate Communities (TCC) Grant by the Strategic Growth Council (SGC) in 2022. The project is a crucial investment into the South LA community, building on projects including Western Our Way and Rail to Rail.

The **deadline for the Western/Slauson First-Last Mile is June 2028**, the same deadline of 2028 written out in the Board Report for Destination Crenshaw. Why are two projects being pitted against each other when they both have the same urgency in deadline?

The intersection of Slauson Avenue and Western Avenue in South Los Angeles is among the most hazardous for pedestrians and transit users in Los Angeles County.

- Severe pedestrian injuries occur within ½ mile of rail in South LA. In the first seven months of 2020, **there were 22 collisions at or near this intersection**, making it **the most collision-prone intersection** in Los Angeles during that timeframe.
- The intersection is served by multiple public transportation options, including Metro Local Lines 108 and 207, and DASH services, indicating a high volume of pedestrian and transit activity.
- **Western Avenue**, including the segment at **Slauson**, is part of Los Angeles' "**High Injury Network**," which comprises 6% of city streets but accounts for about **70% of pedestrian injuries and fatalities**.

### **Metro Has Already Fully Supported Destination Crenshaw**

Destination Crenshaw has been and continues to be an important community project. But facts matter:

- In 2019, **Metro allocated \$15 million to Destination Crenshaw**.
- In 2022, **Metro transferred three properties, valued at \$1.075 million, to the City at no cost** to support the project.
- These were appropriate and generous investments.

But to now fund Destination Crenshaw by pulling resources from another critical South LA project — Western/Slauson — is inequitable and unacceptable.

Redirecting these funds to Crenshaw Boulevard violates both the intent and the process of the Measure M Active Transportation Program. The **Western/Slauson project was selected through a competitive, equity-based ranking model in 2021 that emphasized socioeconomic and environmental disadvantage**. Crenshaw, while also deserving of investment, *was not* an eligible project location at that time, and this reallocation skirts the competitive process the Board itself approved.

### **Olympics Are Driving Displacement — Not Equity**

The justification for this reallocation is telling:

**The Board Report mentions five separate times that this reprogramming is needed to deliver a “high-visibility project in advance of the 2028 Olympic Games.”**

- At a time when federal, state, and local budgets face mounting deficits, it is more critical than ever to maintain—and expand—investments in transit equity. For communities like South Los Angeles, access to reliable and safe transit infrastructure

is not a luxury but a lifeline that connects residents to jobs, education, healthcare, and opportunity; divesting now would deepen historic inequities and undermine long-term economic and climate resilience. The Olympics are not being organized to serve the working-class residents of South LA.

- Historically, mega-events like this accelerate **gentrification, displacement, and speculative development**, disproportionately harming Black and Brown communities.

It is offensive to reframe a global tourist event as an “equity need” while robbing resources from the very communities Metro claims to uplift.

### **This is a Test of Leadership, Integrity, and Public Trust**

Approving this reallocation would:

- Undermine Metro’s credibility with state agencies relying on Metro to uphold TCC commitments.
- Signal that community-driven, equity-focused processes can be bypassed when political timelines — like the Olympics — demand it.
- Reinforce the belief that public input is optional and equity is negotiable.

Rejecting this reallocation would demonstrate true leadership:

- It would uphold Measure M’s equity commitments.
- It would protect a historically disinvested corridor that has waited far too long.
- It would affirm that **Metro will not allow Olympic deadlines to override community priorities.**

### **Our Request:**

We respectfully ask this Committee to:

1. **Vote NO on Item 15 (File #: 2025-0376).**
2. Direct LADOT and the City to develop a report identifying **alternative funding sources for Destination Crenshaw’s First/Last Mile improvements.**
3. Ensure that the **Western/Slauson First/Last Mile Improvements Project is fully funded and delivered on time as promised.**
4. Reaffirm Metro’s standing as a trusted partner to state agencies, South LA communities, and the public at large.

## Conclusion:

This decision is about more than a line item. It is about whether South LA's communities can trust that when Metro makes a promise — it will keep it.

The people are watching. So is the state. We urge you to **choose integrity, equity, and leadership. Vote NO on Item 15.**

Respectfully,

**Tenemos que Reclamar y Unidos Salvar la Tierra (T.R.U.S.T.) South LA**



**Strategic Concepts in Organizing and Policy Education (SCOPE)**



**People for Mobility Justice (PMJ)**

Kalayaan Mendoza, Senior Mobility Justice Organizer







**Yolanda Davis-Overstreet**

**Biking While Black, Founder  
Yolanda Davis-Overstreet Consulting**

yDavisOverstreet@gmail.com

May 14, 2025

**Clerk of the Board**

Los Angeles County Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012

**RE: Opposition to Item 15 (File #: 2025-0376) – Reallocation of \$3.3M in MAT Funds from Western/Slauson First/Last Mile to Destination Crenshaw**

Dear LA Metro Board Members and Clerk of the Board,

I am writing in strong opposition to Item 15 (File #: 2025-0376), which proposes reallocating \$3.3 million in Measure M Metro Active Transportation (MAT) funds from the Western/Slauson First/Last Mile Improvements Project to the Destination Crenshaw project.

While I support the cultural and artistic importance of Destination Crenshaw, this proposal deeply concerns me. It pits two historically disinvested South Los Angeles communities against one another in a way that feels both harmful and avoidable. Both communities are in urgent need of long-overdue infrastructure improvements—access to safe, reliable, and culturally resonant active transportation should not be a zero-sum game.

I have worked directly on the [Western/Slauson First/Last Mile Project](#) as a consultant and community partner. I have seen firsthand the depth of commitment, integrity, and care that this team has invested. This includes Metro's First/Last Mile Planning group, Los Angeles City Council District 8 (Office of Councilmember Marqueece Harris-Dawson), StreetsLA, LADOT, and an array of experienced consultants including Deborah Murphy Urban Design + Planning, Cityworks Design, Fehr & Peers, and KPFF—alongside my own firm, Yolanda Davis-Overstreet Consulting.



Together, we have developed a plan centered on pedestrian and bicycle safety, focused within a critical ½-mile radius around the intersection of Western Avenue and Slauson Avenue. The initiative represents more than just a list of capital improvements—it’s a blueprint for transforming how people move through, experience, and thrive in this corridor.

To strip away these hard-fought resources and reassign them elsewhere—no matter how worthy the destination—sends a chilling message about Metro’s commitments to public accountability, equity, and community-led planning. Vision 2028 speaks to “enhancing communities and lives through mobility and access to opportunity” and insists on “responsive, accountable, and trustworthy governance.” Yet this proposal flies in the face of those commitments.

This is not merely a budget adjustment. It is a decision that would undermine years of intentional collaboration, planning, and advocacy by a multi-agency, community-grounded team, and it risks further eroding public trust in Metro’s processes and priorities.

I urge the Metro Board to vote **NO** on Item 15. Do not abandon one community’s long-awaited path to mobility justice in the name of another. We deserve a system that does not force our communities to compete for safety, dignity, and infrastructure investment.

Sincerely,

A handwritten signature in black ink, which appears to read 'Yolanda Davis-Overstreet'. The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

**Yolanda Davis-Overstreet**

*Biking While Black, Founder*

*Yolanda Davis-Overstreet Consulting*

**From:** [REDACTED]  
**To:** [Board Clerk](#)  
**Subject:** Vote NO on Item#15 Metro Planning & Programming Committee | May 14, 2025 | File #: 2025-0376  
**Date:** Tuesday, May 13, 2025 7:55:02 PM

---

Hello,

My name is Vanesa, and I'm a resident of Council District 8 and South LA.

I want to voice my strong opposition to reallocating funds from the Western/Slauson First-Last Mile project to Destination Crenshaw.

Western and Slauson is one of LA's most dangerous intersections. The community was promised safety improvements that are desperately needed. Reallocating these funds ignores that urgent need and undermines the very purpose of the Measure M MAT program, which prioritized projects based on equity and safety.

Meanwhile, Destination Crenshaw has already received over \$15 million in Metro support and three properties transferred at no cost. Why can't the commitment to find additional funding be given to Destination Crenshaw? There is no guarantee this project will receive the SCAG dollars. The South LA Eco-Lab partners and community members were also not engaged about potential solutions. Is this how you build trust with the community? By blindsiding them?

In your own board report, you mention the Olympics 5 times. You are putting the Olympics above a deeply needed project in a much more disinvested area.

This reallocation contradicts Metro's own Vision 2028 goals of equitable mobility and accountable governance. As a resident of South LA and constituent of CD8, I'm deeply disappointed in the entertainment of this motion. Our voices matter, and we are not being heard.

Please vote no on this motion. Keep the commitment to Western/Slauson and to the people who live there. Hold yourselves accountable. Thank you.

**From:** [REDACTED]  
**To:** [Board Clerk](#)  
**Subject:** Item #18 - Item Needs More Consideration - May 22 2025 BOD Meeting  
**Date:** Saturday, May 17, 2025 12:33:49 PM

---

Hello LA Metro, my is [REDACTED], I'm a resident of Downey and I use LA Metro to go to work. I know that the LA Metro Board Members don't respond to questions, but I still wanted to ask the Board Members to keep these questions in mind as it's approving this budget.

1) The bus revenue service hours for the last budget was about 7.15 million hrs, but for this year's budget it's about 7.13 million (page: 52), which is a decrease of about 0.38%. My question is shouldn't LA Metro be increasing the bus RSH, not just to fulfill LA Metro's remaining NextGen plans, but especially to prepare for the 2028 Olympics?

2) On page 13 of the budget, why is the Mental Health Intervention Team having a decrease of 65.7%, especially if they're important in handling mental health crisis events on buses & trains? And since the Transit Community Public Safety Department won't be ready for years to come, won't this cut make LA Metro less safe & secure? Also is the TCPSD going to have a Mental Health Intervention Team division that's separate from the police? Because if not, I'm worried if police officers are going to be tasked with doing the Mental Health Interventions as it's a specialized field (with no guns involved) and should be handled by trained Mental Health professionals, not police officers.

3) On page 52, the Farebox recovery ratio decreased from 7.6% to 7.2% (a 0.4% drop). So what caused the decrease (even though ridership has been increasing year over year)? Is it an unintended consequence of having taller fare gates & TAP-to-Exit because train fare evader riders may be moving to buses? Or is there another reason LA Metro has? Note: Please remember that fares only makeup \$175 million in revenue (which is 1.94%) out of the \$9 billion. So if taller fare gates and TAP-to-Exit (which has already cost LA Metro multi-million dollars) is reducing the amount of revenue/funds LA Metro is receiving, then using Director Mayor James Butts' own logic, LA Metro should stop burning LA Metro's funds so that LA Metro can prepare for the FY2028 budget shortfall. And this Farebox recovery ratio is likely to continue decreasing in the coming years if more taller fares gates & TAP-to-Exit are enacted throughout more train stations.

4) The LIFE program currently has about 415,000 enrolled participants. But how many of those participants are considered active? Because last year, LA Metro reported that while the LIFE program had 335,000 enrolled participants, only 53,600 were active users (which is just 16%). Another question is when is the LIFE program going to move to Unlimited TAPs instead of the restrictive 10 round trips per a month? Because as mentioned in the same report, 13% of users immediately drop off as soon as the 90-day unlimited LIFE pass ends and users have to start manually renewing their 20 trips each month.

5) When is All-Door Boarding going to be ready? On page 70, it lists All-Door Boarding with \$0 cost. And yet when I board buses, many of the TAP validators in the back of the bus are not working. LA Metro used to say it was supposed to be ready by January of this year. But it's already May 2025 and All-Door Boarding is still not ready yet.

6) While Fare Capping has resulted in 1.4 million free/partial rides for the first half of 2025 Fiscal Year (page: 16), it has only resulted in about 7650 rides per a day. And since there is an average of 1 million rides per day, that means only 0.77% of rides (less than 1%) are benefiting from Fare Capping. So to make Fare Capping more equitable to riders who have to pay, wouldn't it make more sense to lower the Fare Capping amount from \$5 a day & \$18 a week to a more realistic amount that riders can reach (examples: \$3.50 day & \$15 a week)?

Thank you so much for taking the time to read my questions. Wishing everyone all the best for another year of LA Metro :)

Sincerely,

[REDACTED]

**From:** [REDACTED]  
**To:** [Board Clerk](#)  
**Subject:** Public Comment 5/22/2025  
**Date:** Wednesday, May 21, 2025 4:00:23 PM

---

This is my public comment for the 5/22/2025 Metro Board Meeting.

I strongly oppose the budget that is being proposed. Instead of giving so much money to policing and to adding loud music, bright lights, and extra barricades at stations, you should invest that money instead into increased and more reliable service, additional service and construction projects for new bus and rail lines, and into improved and expanded ambassador and homelessness outreach programs. You should remove cops from Metro and cancel the plans to create your own police department. The appointment of your chief, Bill Thomas, has received no public hearing where people actually knew that was who your pick was, so that people could provide their thoughts on him specifically. He has a history of not doing anything about racism and corruption in the San Francisco Police Department. He should not be appointed. You won't even enforce your contract with the LAPD and stop them from conducting fare checks that their contract does not permit them to do, putting riders in increased danger of police violence. Please reject the budget proposal and create one focused on increasing and improving service and on fareless transit, not on policing and violence



## CITY OF BEVERLY HILLS

455 NORTH REXFORD DRIVE ▪ BEVERLY HILLS, CALIFORNIA 90210

**Sharona R. Nazarian, PsyD**  
**Mayor**

May 21, 2025

Metro Board Administration  
One Gateway Plaza  
Los Angeles, CA 90012  
Email: [BoardClerk@metro.net](mailto:BoardClerk@metro.net)

Re: Agenda Item #21 (Consent Calendar) – Support for Naming the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2 as "Beverly Dr" Station

Dear Chair and Members of the Metro Board,

On behalf of the City of Beverly Hills, I am writing to express our support for naming the Section 2 Purple (D Line) Extension station, located beneath Wilshire Boulevard between Beverly Drive and Cañon Drive, as "Beverly Dr" Station.

Metro's final proposed name, "Beverly Dr", aligns with the Memorandum of Agreement between Metro and the City of Beverly Hills, which requires City Council consent to name any Metro rail or subway station within the City. Furthermore, "Beverly Dr" is consistent with Metro's station naming policy by emphasizing geographic relevance and local recognition.

We respectfully recommend the Metro Board to adopt "Beverly Dr" Station as the official name for the Section 2 station within the City of Beverly Hills at your upcoming meeting on May 22, 2025.

Thank you for your consideration.

Sincerely,

Sharona R. Nazarian, PsyD  
Mayor  
City of Beverly Hills

cc: Beverly Hills City Council



Wednesday, May 14, 2025

Board Administration  
One Gateway Plaza  
MS: 99-3-1  
Los Angeles, CA 90012

RE: FOR Item# 2025-0175

On behalf of the Rodeo Drive Committee the following written public comment should be submitted for official record: The Rodeo Drive Committee supports item# 2025-0175, FOR the adoption of the official and operational station name for the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2 recommended name of "Beverly Dr".

Sincerely,

Kay Monica Rose  
President  
Rodeo Drive Committee





Thursday, May 22, 2025

Board Administration  
One Gateway Plaza  
MS: 99-3-1  
Los Angeles, CA 90012  
RE: FOR Agenda Item #21 under the Consent Calendar

On behalf of Beverly Wilshire, A Four Seasons Hotel the following written public comment should be submitted for official record: Beverly Wilshire, A Four Seasons Hotel supports Agenda Item #21 under the Consent Calendar, FOR the adoption of the official and operational station name for the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2 recommendation of "Beverly Dr".

Sincerely,

A handwritten signature in black ink that reads 'Reed Kandalaft'.

Reed Kandalaft  
Regional Vice President and General Manager  
Beverly Wilshire, A Four Seasons Hotel

CHRISTOPHER G. WASHINGTON  
[CGW@CALEDLAW.COM](mailto:CGW@CALEDLAW.COM)

May 16, 2025

**VIA E-MAIL** [[BoardClerk@metro.net](mailto:BoardClerk@metro.net)]

Collette Langston, Board Clerk  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS: 99-3-1  
Los Angeles, CA 90012

**Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity**  
East San Fernando Valley Light Rail Transit Project  
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405  
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031  
**Tenant/Business Owner: Philip Ventura/ AVM Auto Body Corporation, Unit 6**

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Philip Ventura/ AVM Auto Body Corporation ("AVM"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). AVM is a long-time tenant at the Subject Property where it operates its auto body repair business.

AVM respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

AVM hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF  
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO  
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE  
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT  
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §  
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe AVM's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by AVM. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the paint booth and associated ventilation, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which AVM is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. AVM is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to AVM for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

For the foregoing reasons, among others, AVM respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

---

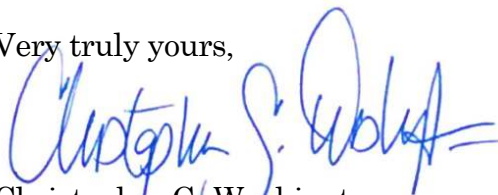
Los Angeles County Metropolitan Transportation Authority  
Board Clerk  
May 16, 2025  
Page 3 of 3

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to AVM for the improvements pertaining to the realty to which AVM is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to AVM's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

AVM requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington  
California Eminent Domain Law Group,  
a Professional Corporation

cc: Philip Ventura/ AVM Auto Body Corporation (via email)

CHRISTOPHER G. WASHINGTON  
[CGW@CALEDLAW.COM](mailto:CGW@CALEDLAW.COM)

May 15, 2025

**VIA E-MAIL** [[BoardClerk@metro.net](mailto:BoardClerk@metro.net)]

Collette Langston, Board Clerk  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS: 99-3-1  
Los Angeles, CA 90012

**Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity**  
East San Fernando Valley Light Rail Transit Project  
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405  
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031  
**Tenant/Business Owner: Hamid Bahrami/Global Stone Trading, Inc., Unit 1 & 2**

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Hamid Bahrami/Global Stone Trading, Inc. ("Global Stone"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Global Stone is a long-time tenant at the Subject Property where it operates its natural stone retail business and warehouse.

Global Stone respectfully objects to Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Global Stone hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF  
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO  
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE  
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT  
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §  
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Global Stone's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Global Stone. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the build-out of offices and showroom, construction of a mezzanine, and the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Global Stone is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Global Stone is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Global Stone for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

---

Los Angeles County Metropolitan Transportation Authority  
Board Clerk  
May 16, 2025  
Page 3 of 3

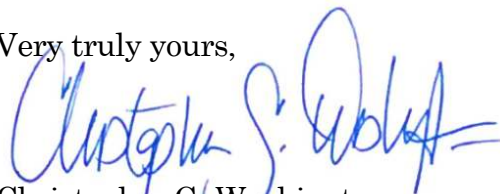
For the foregoing reasons, among others, Global Stone respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Global Stone for the improvements pertaining to the realty to which Global Stone is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Global Stone's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Global Stone requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington  
California Eminent Domain Law Group,  
a Professional Corporation

cc: Hamid Bahrami/Global Stone Trading, Inc. (via email)

CHRISTOPHER G. WASHINGTON  
[CGW@CALEDLAW.COM](mailto:CGW@CALEDLAW.COM)

May 16, 2025

**VIA E-MAIL** [[BoardClerk@metro.net](mailto:BoardClerk@metro.net)]

Collette Langston, Board Clerk  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS: 99-3-1  
Los Angeles, CA 90012

**Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity**  
East San Fernando Valley Light Rail Transit Project  
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405  
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031  
**Tenant/Business Owner: Kosta Kellikidis/ Olympia Marble & Granite, Unit 7**

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Kosta Kellikidis/ Olympia Marble & Granite ("Olympia Marble"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Olympia Marble is a long-time tenant at the Subject Property where it operates its marble and granite sale and fabrication business.

Olympia Marble respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Olympia Marble hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:



**CONSIDERATION OF THE PROPOSED RESOLUTION OF  
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO  
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE  
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT  
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §  
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Olympia Marble's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Olympia Marble. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the build-out of offices and showroom, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Olympia Marble is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Olympia Marble is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Olympia Marble for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

---

Los Angeles County Metropolitan Transportation Authority  
Board Clerk  
May 16, 2025  
Page 3 of 3

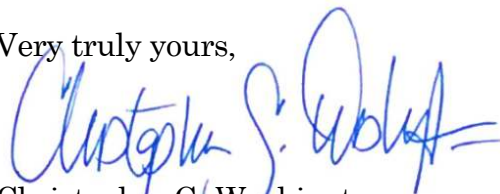
For the foregoing reasons, among others, Olympia Marble respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Olympia Marble for the improvements pertaining to the realty to which Olympia Marble is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Olympia Marble's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Olympia Marble requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington  
California Eminent Domain Law Group,  
a Professional Corporation

cc: Kosta Kellikidis/ Olympia Marble & Granite (via email)

CHRISTOPHER G. WASHINGTON  
[CGW@CALEDLAW.COM](mailto:CGW@CALEDLAW.COM)

May 16, 2025

**VIA E-MAIL** [[BoardClerk@metro.net](mailto:BoardClerk@metro.net)]

Collette Langston, Board Clerk  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS: 99-3-1  
Los Angeles, CA 90012

**Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity**

East San Fernando Valley Light Rail Transit Project  
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405  
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031

**Tenant: George Spourdos, Unit 10**

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for George Spourdos ("Spourdos"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement for the East San Fernando Valley Light Rail Transit Project ("Project"). Spourdos is a long-time tenant at the Subject Property.

Spourdos respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Spourdos hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF NECESSITY IS PREMATURE BECAUSE METRO FAILED TO PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. § 1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Spourdos' rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Spourdos. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, build-out of offices and restroom, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Spourdos is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Spourdos is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Spourdos for all of his improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

For the foregoing reasons, among others, Spourdos respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

---

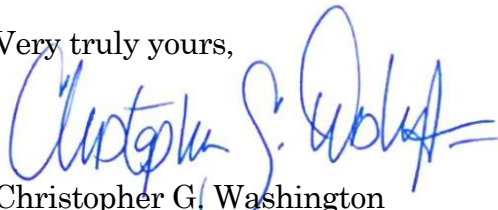
Los Angeles County Metropolitan Transportation Authority  
Board Clerk  
May 16, 2025  
Page 3 of 3

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Spourdos for the improvements pertaining to the realty to which Spourdos is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Spourdos' objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Spourdos requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington  
California Eminent Domain Law Group,  
a Professional Corporation

cc: George Spourdos (via email)

CHRISTOPHER G. WASHINGTON  
[CGW@CALEDLAW.COM](mailto:CGW@CALEDLAW.COM)

May 16, 2025

**VIA E-MAIL** [[BoardClerk@metro.net](mailto:BoardClerk@metro.net)]

Collette Langston, Board Clerk  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS: 99-3-1  
Los Angeles, CA 90012

**Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity**  
East San Fernando Valley Light Rail Transit Project  
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405  
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031  
**Tenant/Business Owner: Cesar Alvarado/Universal 1 Auto Body, Inc., Unit 8**

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Cesar Alvarado/Universal 1 Auto Body, Inc. ("Universal"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Universal is a long-time tenant at the Subject Property where it operates its auto body repair business.

Universal respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Universal hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF  
NECESSITY IS PREMATURE BECAUSE METRO FAILED TO  
PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE  
TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT  
OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. §  
1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Universal's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Universal. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies which includes, among other things, the paint booth and associated ventilation, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Universal is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Universal is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Universal for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

---

Los Angeles County Metropolitan Transportation Authority  
Board Clerk  
May 16, 2025  
Page 3 of 3

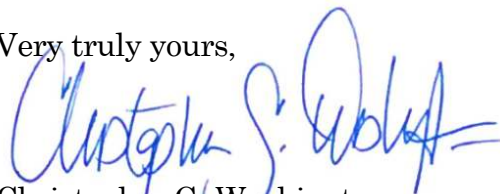
For the foregoing reasons, among others, Universal respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Universal for the improvements pertaining to the realty to which Universal is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Universal's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Universal requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington  
California Eminent Domain Law Group,  
a Professional Corporation

cc: Cesar Alvarado/Universal 1 Auto Body, Inc. (via email)



CHRISTOPHER G. WASHINGTON  
[CGW@CALEDLAW.COM](mailto:CGW@CALEDLAW.COM)

May 16, 2025

**VIA E-MAIL** [[BoardClerk@metro.net](mailto:BoardClerk@metro.net)]

Collette Langston, Board Clerk  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS: 99-3-1  
Los Angeles, CA 90012

**Re: May 22, 2025 – Los Angeles County Metropolitan Transportation Authority Public Hearing considering adoption of Resolution of Necessity**  
East San Fernando Valley Light Rail Transit Project  
Site Address: 14523-14533 Keswick Street, Van Nuys, CA 91405  
Assessor's Parcel No.: 2210-030-007, -008, -030 and -031  
**Tenant/Business Owner: Valentin Nunez/Valentin Machine Shop, Unit 9**

To The Honorable Clerk and Board of Directors:

We have been retained as eminent domain counsel for Valentin Nunez/Valentin Machine Shop ("Valentin"), with respect to the Los Angeles County Metropolitan Transportation Authority's ("Metro") proposed acquisition by eminent domain of the above-referenced property ("Subject Property") and displacement of the business for the East San Fernando Valley Light Rail Transit Project ("Project"). Valentin is a long-time tenant at the Subject Property where it operates its auto repair business.

Valentin respectfully objects to the Metro's consideration of adopting the above-referenced Resolution of Necessity and requests the opportunity to be heard at the public hearing on May 22, 2025.

Valentin hereby objects to the adoption of the proposed Resolution of Necessity on, without limitation, the following grounds:

**CONSIDERATION OF THE PROPOSED RESOLUTION OF NECESSITY IS PREMATURE BECAUSE METRO FAILED TO PROPERLY IDENTIFY AND DESCRIBE THE PROPERTY TO BE TAKEN AND HAS FAILED TO MAKE A LEGALLY SUFFICIENT OFFER AS REQUIRED BY CAL. CODE OF CIV. PROC. § 1245.230(b) and (c)(4) and CAL. GOVT. CODE 7267.2, ET SEQ.**

Metro failed to accurately and properly identify and describe Valentin's rights, title and interests in the Property, including all improvements. Because of this deficiency, Metro has not made a legally sufficient offer as it failed to appraise substantial improvements constructed, installed and owned by Valentin. These missing improvements include, without limitation, substantial alterations and utility installations to the unit it occupies, which includes, among other things, electrical, the installation of flooring and lighting, and other leasehold improvements. Thus, Metro has failed to properly identify and describe the property interests to be acquired as required by Cal. Code of Civ. Proc. §1245.230(b).

Accordingly, Metro's initial offer of compensation fails to meet the legal requirements of "just compensation" to which Valentin is entitled to for the acquisition of improvements pertaining to the realty within the Subject Property that Metro seeks to acquire. Valentin is entitled to "just compensation" that reflects the fair market value of the improvements as defined by Cal. Code of Civ. Proc. §1263.210. Thus, Metro has not made an offer that complies with California Government Code §7267.2, so consideration of a Resolution of Necessity at this time is premature. Thus, the Board cannot make findings required by Cal. Code of Civ. Proc. §1245.230(c)(4).

Because Metro failed to make an offer to Valentin for all of its improvements pertaining to the realty as required by Cal. Govt. Code 7627.2 and Cal. Code of Civ. Proc. §1245.230(c)(4), consideration of the proposed Resolution of Necessity is premature. The eminent domain law clearly requires that before a Resolution of Necessity can be adopted, an offer must be made representing fair compensation. Here, Metro's offer is deficient. Thus, Metro cannot proceed with adopting a Resolution of Necessity.

---

Los Angeles County Metropolitan Transportation Authority  
Board Clerk  
May 16, 2025  
Page 3 of 3

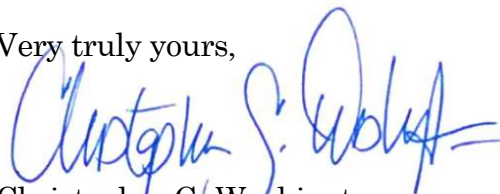
For the foregoing reasons, among others, Valentin respectfully objects to Metro's consideration of adoption of the proposed Resolution of Necessity on May 22, 2025.

The evidence presented herein clearly shows that Metro cannot establish that it meets the elements required to satisfy §§1245.230(b) and 1245.230(c)(4) of the California Code of Civil Procedure as Metro failed to properly identify and describe the property interest to be acquired and make a legally sufficient offer of just compensation and other interests to Valentin for the improvements pertaining to the realty to which Valentin is entitled to. Thus, under Cal. Code of Civ. Proc. §1245.220, Metro cannot proceed with an eminent domain action without a properly adopted Resolution.

Accordingly, Metro's adoption of the proposed Resolution of Necessity is not justified or supported. Adoption of the Resolution of Necessity contrary to Valentin's objections would constitute a gross abuse of discretion and would be arbitrary and capricious.

Valentin requests the opportunity to appear before the Board of Directors with their counsel to be heard with respect to their objections to the proposed Resolution of Necessity. Please also ensure that this letter and accompanying documents are presented to the Board of Directors for consideration and included in the public record for this matter.

Very truly yours,



Christopher G. Washington  
California Eminent Domain Law Group,  
a Professional Corporation

cc: Valentin Nunez/Valentin Machine Shop (via email)

# MCCRACKEN, STEMERMAN & HOLSBERRY, LLP

Counselors and Attorneys at Law

May 21, 2025

*Via electronic mail and U.S. mail*

## California

475 14<sup>th</sup> Street, Suite 1200  
Oakland, CA 94612  
415.597.7200  
Fax 415.597.7201

John J. Davis, Jr. (CA)  
Kristin L. Martin (CA, NV, HI)  
Eric B. Myers (CA, NV)  
Paul L. More (CA, NV, MA)  
Sarah Varela (CA, NV, AZ)  
Sarah Grossman-Swenson (CA, NV)  
Kimberly Hancock (CA)  
Kimberley C. Weber (CA, NV)  
Sun M. Chang (CA)  
Luke Dowling (CA, NV)  
Emily Jo Coady (CA)

## Senior Counsel

Steven L. Stemerman (CA, NV)  
Richard G. McCracken (CA, NV)  
W. David Holsberry (CA, NV)

## Nevada

1630 S. Commerce St., Suite A-1  
Las Vegas, NV 89102  
702.386.5107  
Fax 702.386.9848

Board of Directors  
Los Angeles County Metropolitan Transportation Authority  
1 Gateway Plaza  
Los Angeles, CA 90012 United States

Stephanie Wiggins  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
1 Gateway Plaza  
Los Angeles, CA 90012 United States

Re: Agenda Item 35: Ratification of HR5000 Heavy Rail Vehicle  
(HRV) Contract and A650 HRV Refurbishment Contract, File  
#2025-0455. NEEDS MORE CONSIDERATION.

To CEO Wiggins and Honorable Members of the Board,

We represent Jobs to Move America (“JMA”) in the pending lawsuit *JMA v. Los Angeles County Metropolitan Transportation Authority*, LA County Sup. Ct. No. 24STCP02977 (*JMA v. LACMTA*). We ask that the Board postpone hearing this agenda item until it has the opportunity to review all relevant facts and can understand the legal ramifications of what it is being asked to do.

We were surprised to see staff’s Report asking the Board to “ratify” modifications that staff made many months ago to the HR5000 Contract. Those contract modifications are at the heart of the *JMA v. LACMTA* lawsuit, and a judge is currently deciding whether they violate state and federal open-competition laws. JMA has sought to be transparent with the Board and staff about its objections to Metro’s handling of the HR5000 Contract. We were disappointed that neither staff nor Metro’s outside counsel provided JMA with advance notice that it intended to submit the Report to the Board.

The Report contains factual inaccuracies about the HR5000 procurement, fails to mention the *JMA v. LACMTA* lawsuit, and does not disclose that the Board’s “ratification” of the modifications will not lift the legal cloud from the HR5000 procurement. Metro staff is asking its Board to “ratify” the modifications without any closed session briefing from counsel. The Board

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 2 of 7

should postpone hearing on this matter until it has the opportunity to fully consider the facts and law.

### ***JMA's Lawsuit***

JMA discovered major problems with the HR5000 procurement in April of 2024, when it belatedly received public records concerning the procurement that Metro staff had withheld. Those records showed that staff had failed to apply the Manufacturing Careers Policy ("MCP") to the HR5000 procurement and had misled the Board by asserting that it had done so. JMA also learned that staff was permitting one competitor—Hyundai Rotem—to fundamentally modify its U.S. Employment Plan ("USEP") after scoring of its original USEP had already occurred (an opportunity that staff did not extend to the other HR5000 proposers). These actions violate California and federal open-competition laws.

At staff's request, JMA did not file suit, but tried to work with staff to find a settlement to what staff admitted were fundamental errors in the procurement. When those settlement attempts proved fruitless, JMA filed a lawsuit against Metro on September 16, 2024. That lawsuit is pending. The parties have engaged in discovery—which has revealed the scope of Metro staff's legal violations and cavalier attitude toward the MCP—and are in the process of briefing the matter. A copy of JMA's trial brief is attached to this letter. JMA has submitted a full copy of the evidence supporting JMA's legal positions so that it is part of the record before you. Trial in the case is scheduled for June 30, 2025.

Staff's Report makes no mention of the *JMA v. LACMTA* lawsuit, and the closed-session agenda shows that the Board will not be briefed on the legal ramifications of the case. It is therefore left to JMA to explain.

### ***Metro Legal Violations***

Metro violated federal and California open-competition laws in three ways. First, it failed to apply the MCP to the HR5000 procurement, even though the MCP unquestionably applied and even though staff repeatedly assured the Board that it had followed the policy. The January 18 Board Report on which the Board relied in awarding the HR5000 Contract to Hyundai Rotem stated unequivocally that the procurement "complies with . . . Metro's Manufacturing Careers Policy." On February 15, 2024—in seeking Board approval of the HR5000 Contract with Hyundai—Metro's Chief Contract Manager told the Board that "Hyundai has committed to a U.S. Employment Plan under Metro's Manufacturing Careers Policy."

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 3 of 7

In fact, staff disregarded critical parts of the MCP in drafting the RFP and Hyundai's contract with Metro, and failed to score the proposals according to the system that the MCP requires. Staff's Report admits that "material" elements were omitted, but claims that its failure to comply with the MCP was "inadvertent" and "based on staff's erroneous but good faith belief."

The evidence does not support those assertions. Metro assigned oversight of the HR5000 procurement to a Senior Contract Administrator who had no experience with the USEP or MCP (or apparently, workforce development programs generally), and he did not consult with DEOD in overseeing the HR5000 RFP. Metro staff discovered prior to the HR5000 Contract's award to Hyundai in January 2024 that it had failed to follow the MCP in the procurement.

Metro staff could have reversed course, conferred with DEOD, reformulated the RFP, obtained revised USEP proposals, and scored those proposals properly, but it did not. Instead, staff assigned review of the procurement's compliance with the MCP to a newly hired contract administrator who had no experience with the USEP or MCP. She did not consult with DEOD, but instead performed what she described in her deposition as a "cursory" comparison of the RFP and the MCP and decided that a "majority" of the MCP elements were included. Based on this "cursory" review by a newly hired staffer, staff informed the Board on January 25, 2024 that the procurement "complied with the MCP." In fact, the HR5000 RFP, scoring, and contract did not include promises to pay minimum wages and benefits, did not allow credit for retained (in addition to newly created) positions, did not include any of the robust reporting and oversight requirements added to the MCP, and did not score proposals based on the *quality* of the jobs being proposed or their availability to low-income and disadvantaged workers, which is the MCP's central purpose.

JMA does not consider this course of conduct to be an "inadvertent" but "good faith" failure to comply with the MCP. The MCP is a cornerstone, Board-adopted policy intended to maximize "[e]quity outcomes and economic resiliency in disadvantaged communities." The LA Times has celebrated the MCP as promising to "propel entry-level workers into solid middle-class careers."<sup>1</sup> Metro staff treated it as an afterthought.

The second way in which Metro violated California and federal procurement law was by changing the procurement rules for Hyundai. Metro staff permitted Hyundai—and Hyundai alone—to correct its failure to promise to hire disadvantaged workers in its proposal. Open-competition laws prohibit contacting agencies from excusing a competitor's non-responsive

---

<sup>1</sup> <https://www.latimes.com/opinion/story/2022-12-01/metro-infrastructure-dollars-deliver-good-jobs#:~:text=The%20manufacturing%20careers%20policy%20will,with%20felony%20records%20and%20young>

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 4 of 7

proposal on a material element of a procurement, which is what Metro staff allowed Hyundai to do.

A central element of the MCP—added to the policy in 2022—is the requirement that proposers on covered contracts promise to hire 10% of their USEP workforce from disadvantaged communities, including individuals who are experiencing homelessness, are single custodial parents, receive public assistance, lack a high-school degree or GED, or have a criminal record, among other categories. JMA worked with DEOD to design this element of the MCP because of a shared belief that previous versions of the USEP had not gone far enough in furthering the Board’s goal of maximizing “[q]uality job creation and career development for low-income residents and those facing barriers to employment.”

Hyundai did not include any promise to hire disadvantaged workers in the USEP on which its proposal was considered and scored. Metro staff discovered the failure of the HR5000 proposers to include this requirement in their best and final offers (“BAFOs”). But staff allowed only Hyundai to correct this material element of its proposal, not the other competitors, and it allowed Hyundai to do so *the day before* the Board voted to approve award to Hyundai. Even when it allowed Hyundai to correct its non-responsive proposal, Metro staff did not hold Hyundai to the MCP’s requirements. Hyundai submitted only a vague letter to Metro staff, promising that 10% of the “wages and benefits” on its USEP would go to disadvantaged individuals, not that 10% of the *jobs* would. And after signing this letter, Hyundai questioned whether it should be held to a firm commitment on hiring disadvantaged workers, seeking to be held only to a “good-faith efforts” standard.

The third way Metro staff violated California and federal open-competition laws was by allowing Hyundai alone to fundamentally revise its USEP after being awarded the HR5000 Contract. In early April 2024, after finally complying with JMA’s public records request and reviewing the relevant HR5000 documents, more senior managers in VC/M realized that the procurement had failed to comply with the MCP in more fundamental ways than the previous “cursory” review had exposed. Again, Metro staff had the opportunity to reverse course, solicit new USEPs that complied with the MCP, and re-score the proposals. But again it did not do so.

Instead, Metro staff permitted Hyundai to fundamentally revise its USEP to include the MCP’s required elements through a series of “modifications” to the HR5000 Contract that it negotiated and executed between May and November, 2024.

Under the “cardinal-change” doctrine that applies under California and federal law, “[c]ontract modifications may not materially depart from the scope of the original procurement; otherwise the modification prevents the complaining party (and other potential bidders) from



Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 5 of 7

competing for what is, in reality, a new and different contract.” *CCL, Inc. v. United States*, 39 Fed. Cl. 780, 791 (1997). The Report admits that this doctrine applies to the HR5000 solicitation, and admits that it permitted Hyundai alone to revise its USEP to include “material” elements of the MCP, but argues (as a legal matter) that the modifications were “not a ‘cardinal’ change.”

That is precisely the question that a superior court judge is deciding in *JMA v. LACMTA*. JMA believes that the judge will agree that the modifications that Metro allowed Hyundai to make were, in fact, “cardinal.”

Metro staff allowed Hyundai to make fundamental changes that would have impacted scoring of the USEPs in January 2024. For example, it permitted Hyundai to take USEP credit for “retaining” workers, and not just for hiring new workers. Hyundai’s chief competitor on the HR5000 Contract—Stadler Rail—stated in a deposition that if it had been allowed to take credit for “retained” workers, it would have substantially improved its USEP commitment, given Stadler’s significant existing workforce in the U.S. Only 14 of a possible 1000 points separated Hyundai and Stadler on the HR5000 scoring, so this change could well have altered the winning proposal. A key element of the “cardinal change” doctrine is whether other competitors could have reasonably foreseen that the rules of the procurement would change after the fact. *Am. Apparel, Inc. v. U.S.*, 108 Fed. Cl. 11, 29 (2012) (“In determining whether a contract, as modified, is ‘materially different,’ a court should ‘first focus on the modification in the context of the original procurement’ and then determine ‘the expectations of potential offerors.’”). The evidence is clear that Hyundai’s competitors had no expectation that Metro would alter core elements of the USEP after the fact.<sup>2</sup>

### ***The Report’s Further Claims***

Three other aspects of the Report require response. The Report implies that if the Board “ratifies” the modifications favoring Hyundai, it will not be required to rebid the HR5000 Contract. That is not true. The Board has no ability to waive California and federal open-competition laws. A decision by the Board to “ratify” Metro staff’s flawed approach to the MCP on the HR5000 Contract will have no bearing on the *JMA v. LACMTA* case. If the court decides that Metro violated the law by waiving Hyundai’s non-responsive proposal or by making cardinal changes to the contract, the Board’s act of “ratifying” the modifications will be irrelevant.

Second, the Report urges the Board to ratify the modifications because “a re-bid of the Contract would jeopardize timely delivery of the rail cars, as there is likely no other proposer

---

<sup>2</sup> Metro staff permitted Hyundai to make other fundamental changes to its USEP, as detailed in our trial brief.



Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 6 of 7

who could deliver the HRVs before the Olympics.” Again, the Board’s ratification of the modifications has no legal bearing on the merits of the *JMA v. LACMTA* case or any remedy that the court might order in that case. But even if it did, staff bases its claim about the effect of a re-bid on “input from industry consultants” that neither JMA nor the Board has seen. The Report further elaborates that re-bidding would be “unlikely to result in increased competition or better benefits” because “other proposers are unlikely to participate” in a re-bid given “the view that Hyundai Rotem would have an inside track to secure the contract[.]” But Metro staff has presented no evidence to date in the litigation that other proposers would refuse to participate in a re-bid in which competition was actually on a level playing field.

Moreover, the court has broad discretion to formulate a remedy for legal violations that it finds. For example, the court could order a re-bid of only the post-Olympics portion of the HR5000 Contract, allowing Hyundai to proceed with its delivery of the 42 HRVs promised by April 2028. The court could also allow a re-bid on only the USEP/MCP portion of the prior BAFOs—for those proposers who seek to participate—rather than on the full technical proposals. Metro staff’s claim that other companies will refuse to participate in a rebid is pure speculation.

Finally, the Report states that if a re-bid occurs, “employees of Hyundai Rotem and its subcontractors could lose their jobs” and this would “frustrate the goals of the MCP.” There are many problems with this argument. It is entirely possible that Hyundai would succeed in any re-bid (indeed, Metro staff argues elsewhere that this is the most likely outcome). The goal of a re-bid is that there be true and open *competition* over USEP commitments—including job quality and job access for disadvantaged communities—not that a proposer other than Hyundai be chosen. Real competition over MCP commitments will undoubtedly mean *better jobs* on the HR5000 Contract.

In addition, even if Hyundai did not prevail on a re-bid, Hyundai has not hired any non-managerial employees to work on the Contract to date, and two of Hyundai’s subcontractors have already dropped out of participation in the USEP. Many of the employees who would eventually work on the Contract would be “retained” workers—meaning those already employed by Hyundai and its subcontractors—and so presumably will work on other projects if not on the HR5000 Contract. Moreover, in the event that a re-bid leads to a different vendor performing some or part of the HR5000 Contract, a different group of workers will *obtain* work, and will do so with the benefit of more robust job-quality commitments.

\* \* \*

McCRACKEN, STEMERMAN & HOLSBERRY, LLP

Los Angeles County Metropolitan Transportation Authority

May 21, 2025

Page 7 of 7

Staff's Report does not give the Board the legal and factual context that the Board deserves. JMA strongly recommends that the Board postpone hearing this matter until it has been given the opportunity to review the facts and obtain advice on the legal ramifications of what it is being asked to do.

JMA has been a partner to the Metro Board in conceiving, refining, and enforcing the U.S. Employment Plan and Manufacturing Careers Policy. JMA sees the policy as fundamental to the Board's goal of ensuring that major procurements benefit low-income and disadvantaged communities. We appreciate the Board's dedication to this goal and its careful attention to this matter.

Sincerely,



Paul L. More

cc: Madeline Janis, JMA

Daniel McMillan, Jones Day

Carolyn Woodson, Jones Day



## TABLE OF CONTENTS

INTRODUCTION .....	1
FACTS .....	1
I.    JMA and Metro Develop the USEP and Manufacturing Careers Policy.....	1
II.   Metro Solicits the HR5000 Contract Without Following the MCP.....	4
III.  Metro Awards the HR5000 Contract to Hyundai Notwithstanding “Errors in the Solicitation” and the Non-Responsiveness of Hyundai’s Proposal.....	5
IV.  Metro and Hyundai Negotiate Material Modifications to the HR5000 Contract. ....	8
ARGUMENT .....	13
I.    Metro Was Required to Follow California and Federal Procurement Rules. ....	13
II.   Metro Materially Departed from the RFP’s Specifications in Favor of Hyundai.....	14
III.  Metro Materially Modified the HR5000 Contract After Awarding It to Hyundai. ....	17
IV.  Metro Abused its Discretion by Failing to Follow the MCP. ....	19
V.    A Re-Bid of the Contract is the Only Effective Remedy.....	20
CONCLUSION.....	21

## TABLE OF AUTHORITIES

**Page(s)**

### **Cases**

<i>Am. Apparel, Inc. v. U.S.</i> , 108 Fed. Cl. 11 (2012) .....	17, 18
<i>AT&amp;T Commc'ns, Inc. v. Wiltel, Inc.</i> , 1 F.3d 1201 (Fed. Cir. 1993).....	17, 18
<i>Cardinal Maint. Serv., Inc. v. United States</i> , 63 Fed. Cl. 98 (2004) .....	17, 18
<i>CCL, Inc. v. United States</i> , 39 Fed. Cl. 780 (1997) .....	13, 17
<i>Civ. Serv. Assn. v. Redevelopment Agency</i> , 166 Cal. App. 3d 1222 (1985) .....	19
<i>DeSilva Gates Constr. LP v. Dept. of Trans.</i> , 242 Cal. App. 4th 1409 (2015) .....	15, 16
<i>Domar Elec., Inc. v. City of Los Angeles</i> , 9 Cal.4th 161 (1994) .....	14
<i>Eel River Disposal &amp; Res. Recovery, Inc. v. Cnty. of Humboldt</i> , 221 Cal. App. 4th 209 (2013) .....	16
<i>Ghilotti Constr. Co. v. City of Richmond</i> , 45 Cal. App. 4th 897 (1996) .....	14, 20
<i>Grade-Way Const. v. United States</i> , 7 Cl. Ct. 263 (1985) .....	15
<i>HJR Equip., Inc. v. City of Kansas City</i> , 603 F. Supp. 3d 696 (W.D. Mo. 2022) .....	14
<i>Keeter Trading Co. v. United States</i> , 79 Fed. Cl. 243 (2007) .....	17
<i>Konica Business Machines U.S.A., Inc. v. Regents of University of California</i> , 206 Cal. App. 3d 449 (1988) .....	14, 15, 17, 19
<i>McDonald v. Stockton Metropolitan Transit District</i> , 36 Cal. App. 3d 436 (1973) .....	14
<i>MCM Construction, Inc. v. City &amp; County of San Francisco</i> . 66 Cal. App. 4th 359 (1998) .....	20

1	<i>Monument Realty LLC v. Washington Metro. Area Transit Auth.</i> ,	
2	535 F. Supp. 2d 60 (D.D.C. 2008) .....	15
3	<i>Northrop Grumman Corp. v. U.S.</i> ,	
4	50 Fed. Cl. 443 (2001) .....	17
5	<i>Prestex Inc. v. U.S.</i> ,	
6	320 F.2d 367 (Fed. Cir. 1963).....	15
7	<i>Toyo Menka Kaisha, Ltd. v. United States</i> ,	
8	597 F.2d 1371 (Ct. Cl. 1979) .....	15
9	<b>Administrative Decisions</b>	
10	<i>Dynalantic Corp.</i> ,	
11	68 Comp. Gen. 413 (May 3, 1989) .....	15
12	<b>Statutes</b>	
13	41 U.S. Code §3301 .....	17
14	49 U.S.C. §5325(a) .....	13, 17
15	49 U.S.C. Chapter 53 .....	13
16	Cal. Pub. Contract Code §20216(g).....	13, 18
17	Cal. Pub. Contract Code §§20217(c)(2), (e) .....	13
18	Cal. Pub. Contract Code §20216(b).....	8
19	Cal. Pub. Contract Code §20217.....	5, 13, 17, 18
20	Cal. Pub. Contract Code §20217(b).....	13
21	<b>Regulations</b>	
22	2 C.F.R. §200.317 .....	13
23	2 C.F.R. §§200.318—200.327 .....	13, 17
24	<b>Other Authorities</b>	
25	FTA Circular 4220.1G (Jan. 17, 2025) .....	14, 17
26		
27		
28		

## INTRODUCTION

Jobs to Move America (“JMA”) and Los Angeles County Metropolitan Transportation Authority (“Metro”) worked for over a decade to develop a policy—the U.S. Employment Plan (“USEP”)—designed to create good jobs for low-income and disadvantaged workers in the United States. The latest iteration of the policy is called the Manufacturing Careers Policy (“MCP”). Metro’s staff committed a self-described “error in the solicitation” by failing to apply the MCP to the RFP on the HR5000 contract, a \$730-million, heavy-railcar procurement. Metro then allowed the awardee—Hyundai Rotem—to cure non-responsive elements of its proposal, an opportunity not extended to its competitors. After realizing their failure to apply the MCP correctly to the solicitation, Metro staff materially modified the HR5000 contract to allow Hyundai to substantially revise its USEP commitments.

These actions violated bedrock competitive-procurement principles. Under California and federal law, agencies are not permitted to waive non-responsive proposals in a way that advantages one competitor. Nor may they modify a contract in a way that materially alters the undertaking for which those competitors contended. Both actions were an abuse of discretion. Metro’s staff also did not have discretion to ignore the MCP on the HR5000 solicitation, as the policy had been adopted by Metro’s Board. Doing so was arbitrary and capricious. The remedy for these fundamental flaws in the HR5000 procurement is a full or partial rebid, which will allow the other proposers to compete on a level playing field and will ensure that there is true competition over the public benefits promised by the MCP.

## FACTS

### **I. JMA and Metro Develop the USEP and Manufacturing Careers Policy.**

JMA is a 501(c)(3) non-profit organization dedicated to ensuring that the billions of public dollars spent on U.S. public infrastructure and clean energy manufacturing create better results for American communities. (Janis Decl., ¶2.) Beginning in 2011, JMA’s Director, Madeline Janis (“Janis”), worked with Metro to develop the USEP, a tool to enable local public agencies to create incentives for the creation of quality jobs in the U.S., including those funded with federal dollars. (*Id.*, ¶3.) Metro was the first local agency to employ the USEP, on a purchase of light-rail vehicles in 2011 (the “P3010 Procurement”). (*Id.*, ¶¶4-5 & Exh. 3.) Janis worked with the Federal Transit Administration (“FTA”) and Metro to develop a USEP framework that would be allowed in federally funded procurements. (*Id.*, ¶4 & Exh. 2.)

1 On the P3010 Procurement, Janis collaborated with Metro’s Manager of Contract Administration  
2 to draft USEP RFP language and related forms. (*Id.*, ¶5.) A critical component of the USEP was the  
3 “Labor Value Forms” (“LVFs”), forms on which proposers on USEP-covered procurements specify  
4 their minimum commitments on the number and type of jobs they will create. (*Id.*, ¶5 & Exh. 4.) As  
5 JMA and Metro designed them, the LVFs are the primary means by which Metro can assess whether a  
6 proposer will create *good* U.S.-based production jobs, as opposed merely general commitments that  
7 Metro cannot effectively evaluate or hold vendors accountable to. (*Id.*, ¶6.)

8 After the P3010 Procurement, JMA continued to work with academic experts, the FTA, and  
9 other federal agencies to refine the USEP. (*Id.*, ¶7 & Exh. 5.) Since the P3010 Procurement in 2011,  
10 Metro has included a USEP component on at least nine other major RFPs, including HR5000. To JMA’s  
11 knowledge, HR5000 is the only USEP-covered procurement on which Metro did not obtain LVFs from  
12 proposers during the solicitation phase. (*Id.*, ¶8.)

13 In 2013, Metro entered into a major procurement for the purchase of compressed natural gas  
14 buses from New Flyer of America Inc. (“New Flyer”). The contract required New Flyer to implement  
15 the USEP commitments that it had submitted with its proposal, as detailed in its LVFs. (*Id.*, ¶9 & Exh.  
16 7.) In 2018, JMA discovered that New Flyer had misrepresented its compliance with those  
17 commitments. JMA brought a California False Claims Act (“CFCA”) case against New Flyer on behalf  
18 of Metro, as a *qui tam* plaintiff. (*Id.*, ¶¶9-10.) On summary judgment, this Court recognized that New  
19 Flyer had knowingly misrepresented its USEP compliance, but held that triable issues remained. (*Id.*,  
20 ¶10, Exh. 8, at 8-12.) Prior to trial, JMA settled with New Flyer, obtaining a multi-million-dollar  
21 recovery for Metro, as well as business reforms from New Flyer. (*Id.*, ¶10, Exh. 9.)

22 Metro staff’s failure to discover New Flyer’s USEP misrepresentations—and New Flyer’s claim  
23 that it was not required to pay the minimum wages and benefits in its USEP, only the “total dollars” it  
24 committed to—led JMA to engage in discussions with Metro CEO Stephanie Wiggins and Metro’s  
25 Diversity and Economic Development Department (“DEOD”) on strengthening the USEP policy. (*Id.*,  
26 ¶11.) Wiggins agreed to have DEOD work with JMA on drafting the new policy, which Metro titled the  
27 Manufacturing Careers Policy (“MCP”). (*Id.*, ¶12.) Between June and October, 2022, JMA and Metro  
28 staff refined the MCP, completing a final draft on October 20, 2022. (*Id.*, ¶13 & Exh. 10.)



1 The MCP was approved by the Metro Board’s Operations Committee on November 17, 2022,  
2 and the Board adopted it on December 1, 2022. (Stewart Decl., ¶2 & Exh. 26.) The day the Board  
3 adopted the MCP, the Los Angeles Times published an editorial characterizing the policy as “a model  
4 for how public agencies can prod private industry to create higher-quality jobs.” (Janis Decl., ¶15, Exh.  
5 11.) The editorial also stated that the MCP would apply to a new purchase of “182 rail cars” for the  
6 Purple Line Extension, referring to the HR5000 contract. (*Ibid.*)

7 The MCP contains substantive, procedural, and compliance elements. (Janis Decl., ¶12, Exh.  
8 10.) The MCP’s purpose is to achieve the “critical objectives” of maximizing “quality job creation and  
9 career development for low-income residents and others facing barriers to employment” as well as  
10 “facility investment” in U.S. manufacturing plants. (*Id.*, Exh. 10, at 1.) The MCP requires that a  
11 proposer’s USEP constitute 5% of the total evaluation points, and that the responsible Contracting  
12 Officer score the USEP component not merely on the basis of the “Total Dollar Commitment” but also  
13 based on the “quality of the USEP . . . commitments” including “Fringe Benefit Amounts for each  
14 classification, the Minimum Hourly Wage Rate for each classification, the commitment to hire  
15 Disadvantaged Workers, and the Workforce Training commitment.” (*Id.*, Exh. 10, at 3.)

16 MCP-covered RFPs must require proposers to submit specific information “in a responsive  
17 Proposal.” (*Ibid.*) “RFP Proposer Submittal Requirements” include not only the “Total Dollar  
18 Commitment” but also commitments on the number of projected “New Hires” and “Retained Workers”;  
19 the number of “Direct Hours” for each job classification to be filled; and the minimum wages, overtime  
20 wages, and benefits that will be paid to each classification, including the methodology used to calculate  
21 the minimum benefits amounts. (*Ibid.*) The MCP also requires that RFPs include other requirements for  
22 a “responsive” proposal, including a “narrative description of the opportunities in skilled and unskilled  
23 positions”; language “mak[ing] clear that payment of at least the minimum Hourly Wage Rate and the  
24 minimum Fringe Benefit Amount” are independent obligations; a description of the “minimum dollar  
25 commitment” for workforce training; and a specific account of the proposer’s plan for outreach,  
26 recruitment and retention of USEP-covered workers. (*Id.*, Exh. 10, at 4-6.) As with previous versions of  
27 the USEP, the MCP also requires that proposers submit LVFs detailing their commitments. (*Id.*, Exh.  
28 10, at 6.)

The MCP further requires that a covered contract include “a contractual provision requiring

1 achievement of each commitment set forth in the USEP,” including all of the elements described above  
2 (*Id.*, Exh. 10, at 6-7.) The MCP added new compliance mechanisms, including a requirement that the  
3 vendor designate a “Jobs Coordinator” responsible for coordinating compliance and submit certified  
4 payroll reports demonstrating compliance with the minimum wage and benefit requirements. (*Id.*, Exh.  
5 10, at 7, 9.)

## 6 **II. Metro Solicits the HR5000 Contract Without Following the MCP.**

7 On December 5, 2022, Metro released the HR5000 RFP. (Janis Decl., Exh. 6.) The Senior  
8 Contract Administrator responsible for the HR5000 procurement, Robert Pennington, was unfamiliar  
9 with the MCP prior to being responsible for HR5000, and did not consult with DEOD on the USEP  
10 during the six weeks prior to the RFP release date, when he was vetting the RFP for compliance with  
11 Metro policies. (Stewart Decl., ¶3, Exh. 27 [hereinafter Pennington Depo.] at pp. 11:8-12, 13:12–15:24,  
12 23:21–24:8.) In September 2023, Metro hired another contract administrator to work on the HR5000  
13 contract, Mildred Martinez, who had never worked on a rolling-stock procurement and was also  
14 unfamiliar with the USEP or MCP. (*Id.*, ¶4, Exh. 28 [hereinafter Martinez Depo.] at 20:18-23, 22:10-12,  
15 53:10-12.) Pennington relied on a third-party consultant to help draft the HR5000 RFP. Together, they  
16 simply inserted language for a “Local Employment Plan” (not a USEP) from a previous RFP on a  
17 different contract, HR4000, that had been advertised for proposals six years earlier. (Pennington Depo.,  
18 21:4-14, 24:16-23; Stewart Decl., ¶5, Exh. 29.)

19 The December 5, 2022, HR5000 RFP contained very few of the MCP’s requirements. It only  
20 allowed the proposer to claim USEP credit for “new hires” although the MCP allowed proposers to  
21 claim USEP credit for both new hires and “retained workers.” It did not require that proposers include  
22 the minimum wages or minimum fringe benefits that would be paid to each classification or require an  
23 explanation of the methodology for determining minimum fringe benefits. It did not include a  
24 requirement that the proposer hire disadvantaged workers for at least 10% of the “total FTE New Hires  
25 and Retained Workers.” Nor did it include a requirement that proposers specify a plan of outreach for  
26 hiring and retention, or that they specify a “minimum dollar commitment” that they would dedicate to  
27 training. (*Compare* Janis Decl., Exh. 6, at 6-62–6-63 *with* Janis Decl., Exh. 10, at 3-5.)

28 Metro issued two RFP amendments related to the USEP. First, on March 29, 2023, Metro issued  
“Amendment No. 7.” (Stewart Decl., ¶6 Exh. 30.) That amendment added a requirement that proposers

1 submit, along with other elements of their USEP (including Labor Value Forms) a description of  
2 “investments in new or existing manufacturing/assembly facilities in the United States and Los Angeles  
3 County.” (*Id.*, Exh. 30, at 1.)

4 Metro issued “Amendment No. 10” on October 12, 2023, just four days before the due date for  
5 proposers’ Best and Final Offers (“BAFOs”). It added some of the MCP’s RFP requirements, but  
6 continued to omit many critical ones. (*Id.*, ¶7 Exh. 31, at 2-39–2-42.) Amendment 10 continued to allow  
7 credit only for newly created jobs and omitted the requirement that proposers commit to paying  
8 minimum wages and minimum fringe benefits. It did not require that proposers agree to maintain  
9 certified payroll reports, detailing their adherence to their job-quality commitments. (*Compare* Janis  
10 Decl., Exh. 10, at 3-10 *with* Stewart Decl., Exh. 31, at 2-39–2-42.) Even where it added requirements  
11 that mirrored those in the MCP, Amendment No. 10 used different language. Thus, while the MCP  
12 requires that proposers specify their “minimum dollar commitment” for workforce training, Amendment  
13 10 required only that proposers set forth their “estimated dollar commitment” to workforce development  
14 and training. The MCP requires a commitment that 10% of “the total FTE New Hires and Retained  
15 Workers” be disadvantaged workers, while Amendment No. 10 stated instead that 10% of the “total new  
16 wages and benefits for Local Workers” go to disadvantaged workers (with the term “Local Worker”  
17 undefined). (*Compare* Janis Decl., Exh. 10, at 4 *with* Stewart Decl., Exh. 31, at 2-40.)

### 18 **III. Metro Awards the HR5000 Contract to Hyundai Notwithstanding “Errors in the** 19 **Solicitation” and the Non-Responsiveness of Hyundai’s Proposal.**

20 The HR5000 procurement was conducted pursuant to Public Contract Code §20217, which  
21 allows certain rail-car purchases to proceed by way of “competitive negotiation.” (Janis Decl., Exh. 17,  
22 at 1.) Metro received proposals from Hyundai Rotem, Stadler U.S., and Hitachi Rail Los Angeles on  
23 April 17, 2023. It then conducted visits to the proposers’ and their subcontractors’ facilities between  
24 July and September 2023, and reviewed the proposers’ submissions in September 2023. Based on that  
25 review, Metro solicited, and proposers submitted, their Best and Final Offers (“BAFOs”) on October 16,  
26 2023. (*Id.*, Exh. 17, at METRO\_52771-72.)

27 Hyundai’s BAFO was not responsive to the RFP in two crucial ways. First, it failed to include  
28 required elements listed in Amendment 10. Hyundai’s BAFO did not contain any commitment on hiring  
disadvantaged workers. (Stewart Decl., ¶14, Exh. 38, at METRO\_0016138-50.) Nor did Hyundai’s

1 BAFO include “the minimum requirements for each job/skill category proposed on the Jobs Labor  
2 Value Form and that extent to which the plan is likely to produce long term employment in skilled or  
3 trade labor in the U.S.” (*Ibid.*) Instead, it recited job *duties* for Hyundai’s largely managerial workforce,  
4 rather than minimum requirements for positions, and no description for the new jobs to be created by  
5 subcontractors (which were a majority of the jobs claimed). (*Id.*, Exh. 38, at METRO\_0016139-48.)  
6 Hyundai’s BAFO also did not contain the name and contact information of a “Plan Administrator.”  
7 (*Ibid.*) Second, Hyundai’s BAFO USEP failed to include LVFs, even though the RFP (including  
8 Amendments 7 and 10) required the submission of LVFs. (Janis Decl., Exh. 6, at 2-19–2-20 [ “Technical  
9 Proposal *shall* consist of the following parts . . . Tab 8. U.S. Employment Plan . . . Manpower Summary  
10 Worksheets [and] Labor Value Forms.”]).<sup>1</sup>

11 Hyundai’s BAFO was even more deficient when compared to the requirements of the MCP. The  
12 BAFO failed to include minimum-wage or minimum fringe-benefit commitments and failed to describe  
13 the “minimum total dollar commitment” on training (it only “estimated” training amounts for a few  
14 subcontractors). (Stewart Decl., ¶14, Exh. 38, at METRO\_0016138-50.)

15 Metro awarded the HR5000 contract to Hyundai based on its BAFO. The MCP requires that  
16 scoring of covered proposals take into consideration not only the USEP’s “total dollar commitment” but  
17 also the “quality” of the job commitments, including the minimum wages and benefits promised, the  
18 commitment to hire disadvantaged workers, and the workforce training commitment. (Janis Decl., Exh.  
19 10, at 3.) Following the scoring method in its RFP, however, Metro scored the BAFO USEPs by  
20 determining the highest total dollar commitment among the proposers, assigning that proposer 50 points  
21 (5% of the 1000-point scale), and assigning a lower number of points to the other proposers based on  
22 their total dollar commitment relative to the highest proposer’s commitment. (*Id.*, Exh. 17; Stewart  
23 Decl., ¶10, Exh. 34.)

24 Metro scheduled a Board meeting for January 25, 2024 to award the HR5000 contract.<sup>2</sup> On

25 \_\_\_\_\_  
26 <sup>1</sup> Stadler’s and Hitachi’s BAFOs also did not contain these elements. Stewart Decl., ¶¶ 8-9, Exhs. 32, 33.

27 <sup>2</sup> A Metro Board Committee first awarded the contract to Hyundai in November 2023. (Stewart Decl.,  
28 ¶10, Exh. 34.) Stadler filed a bid protest, arguing that the scoring was flawed (for reasons unrelated to  
the USEP or MCP). (*Id.*, ¶11, Exh. 35.) Metro rejected the bid protest, and Stadler did not file suit. The  
January 18, 2024 evaluation altered elements of the scoring results, but still recommended award of the  
contract to Hyundai. (*Compare* Stewart Decl., Exh. 34 *with* Janis Decl., Exh. 17.)

1 January 18, 2024, Metro staff published a report, recommending that Metro’s Board approve award of  
2 the contract to Hyundai. (Janis Decl., Exh. 17.) The staff report stated that “[t]his procurement complies  
3 with Buy America and Metro’s Manufacturing Careers Policy” even though the procurement did not.  
4 (*Id.*, Exh. 17, at 2.) Staff’s scoring gave Stadler the highest USEP score (50 points), with Hyundai in  
5 second place with 33.64 points. Hyundai and Stadler’s overall scores were separated by just 14 points,  
6 while the USEP component represented 50 of the 1000 total points. (*Id.*, Exh. 17, at METRO\_52775 &  
7 METRO\_52778.)

8 Prior to the January 25, 2024 Board meeting, Metro’s contract administrators discovered that the  
9 RFP did not comply with the MCP. Sometime prior to the award of the contract, contract administrator  
10 Mildred Martinez was asked to compare the MCP with the elements included in RFP Amendment 10.  
11 (Martinez Depo., pp. 44:20–45:18.) She did not have any previous familiarity with the MCP and did not  
12 consult with DEOD in conducting her review, which she characterized as “ cursory.” (*Ibid*; *see also id.*,  
13 pp. 84:24–85:5, 132:10-18.) She concluded that Amendment 10 complied with the MCP because it  
14 included the “majority” of the MCP requirements. (*Id.*, pp. 81:15–82:5.) She was unable to explain the  
15 basis on which she made this conclusion. (*Id.*, pp. 86:5-18.)

16 On January 24, 2024—a day before the Board awarded the contract to Hyundai—Robert  
17 Pennington emailed his superior, Wayne Okubo, stating “below is my draft email to Hyundai Rotem to  
18 have them modify their USEP plane [*sic*] to include a 10% commitment to hiring Disadvantaged  
19 Workers for the HR5000 project per the Manufacturing Careers Policy Section 2.4.3.4[.]” (Stewart  
20 Decl., ¶12, Exh. 36.) In Pennington’s draft email to Hyundai, he characterized the failure to include the  
21 MCP’s disadvantaged-worker requirement as an “error in the solicitation” and included a statement that  
22 award of the contract “cannot go forward” unless Hyundai’s USEP was amended. *Ibid*. Later on January  
23 24, Pennington sent an email to Hyundai, again calling the failure to include the disadvantaged-worker  
24 requirement an “error in the solicitation.” (*Id.*, ¶13, Exh. 37.). After a conversation with Pennington,  
25 Hyundai submitted a letter to Metro on January 24, stating that it was “committed to hire new  
26 disadvantaged workers that equals a minimum of 10% of the total of the new wages and benefits for all  
27 local workers.” (*Ibid.*) The letter did not track the MCP’s language on disadvantaged workers (which  
28 requires that at least 10% of *jobs*, not *wages and benefits*, go to disadvantaged individuals), and did not  
explain who “local” workers were. (*Ibid.*)

1 Although Pennington recognized that his failure to align the HR5000 procurement with the MCP  
2 was an “error in the solicitation,” he did not allow *all* of the proposers to revise their BAFOs to include  
3 responses to *all* of the MCP’s requirements, nor did he insist that the BAFOs be re-scored using the  
4 correct MCP methodology. There was an opportunity to do so as of January 24, as the Board had not yet  
5 awarded the contract, but instead Metro permitted Hyundai to cure its proposal by adding a  
6 disadvantaged-worker commitment and failed to notify the other bidders of this problem.

#### 7 **IV. Metro and Hyundai Negotiate Material Modifications to the HR5000 Contract.**

8 On January 25, 2024, the Board awarded the HR5000 contract to Hyundai, after being misled by  
9 Metro staff that the procurement had complied with the MCP. Contract administrator Mildred Martinez  
10 then drafted the initial HR5000 contract. (Martinez Depo., pp. 263:2-9.) Metro and Hyundai executed  
11 the initial HR5000 contract on February 14, 2024. (Stewart Decl., ¶14., Exh. 38.) The HR5000 Contract,  
12 like the BAFO (and RFP), omitted key elements of the MCP, but also added elements that had not been  
13 part of the procurement, further entrenching Metro’s “errors.” The HR5000 contract failed to require the  
14 payment of minimum wages and benefits, did not require the submission of certified payroll reports, did  
15 not commit Hyundai to fulfill a “minimum total dollar commitment” on training expenditures, and only  
16 required Hyundai to ensure that 10% of the total “U.S. Workers wages and benefits” went to  
17 disadvantaged workers, rather than 10% of the actual jobs. (*Id.*, Exh. 38, at 32-34.) The initial HR5000  
18 contract still did not include Labor Value Forms. (*Id.*, Exh. 38, at METRO\_00016138-48.)

19 Just prior to contract execution, Metro Chief Contract Manager Debra Avila presented the  
20 contract to the Metro Board’s Executive Management Committee, on February 15, 2024. At that  
21 hearing, Avila falsely stated that “Hyundai has committed to a U.S. Employment Plan under Metro’s  
22 Manufacturing Careers Policy.” She also erroneously testified that Hyundai had committed to building a  
23 new propulsion factory and to “hiring a minimum of 10% disadvantaged workers” even though Hyundai  
24 had not promised a new factory and had only vaguely committed in a letter that 10% of “wages and  
25 benefits” would go to disadvantaged workers. (Janis Decl., ¶22; Exec. Mgmt. Cmte. Meeting  
26 [https://metro.granicus.com/player/clip/2958?meta\\_id=155410](https://metro.granicus.com/player/clip/2958?meta_id=155410), at 0:27:21-0:29:15.)

27 During this process, JMA (as well as other HR5000 proposers and the rest of the public) did not  
28 have documents necessary to evaluate these claims. Public Contract Code §20216(b) applied to the  
HR5000 procurement and required that “[o]ther than proprietary information, the content of any request

1 for proposal, any proposal received, and any other communications between a transportation agency and  
2 a potential bidder . . . shall be made available to the public no later than the same time that a  
3 recommendation for awarding a contract is made to the governing board[.]” JMA had submitted a  
4 public-records request on December 11, 2023, seeking the HR5000 RFP and related bid documents, but  
5 still had not received any documents. (Janis Decl., ¶19 & Exh. 15.)

6 Based on this delay, JMA grew suspicious. (*Id.*, ¶23.) On March 21, Janis texted Metro CEO  
7 Wiggins to notify her that JMA planned to complain to the Board about the failure to provide public  
8 documents and to request a meeting. (*Id.*, at ¶24 & Exh. 12, at JMA\_0470.)

9 Janis’s text set off discussions within Metro’s Contract Administration Department, leading staff  
10 to conclude that the HR5000 contract needed to be amended to comply with the MCP. (Stewart Decl.,  
11 ¶15, Exh. 39.) Metro Executive Officer Selena Landero asked the contract administration team whether,  
12 “we are certain our contract reflects the current MCP language?” (*Ibid.*) Recently promoted Deputy  
13 Executive Officer Joseph Marzano sent Mildred Martinez a copy of the MCP and asked her to compare  
14 it to the HR5000 contract. Martinez admitted that the contract’s “[t]erms are not fully consistent with  
15 MCP.” (*Ibid.*) Martinez emailed that she was “instructed” to include the (non-compliant) USEP  
16 language and Hyundai’s BAFO USEP “for now” and that “the plan” was to negotiate a modification “to  
17 include the MCP language” after DEOD conducted trainings with Hyundai. (*Ibid.*) Although Martinez  
18 was evasive when questioned about this “plan,” her email suggests that Metro had anticipated modifying  
19 the contract prior to March 22, 2024. (*See id.*, Exh. 39; Martinez Depo., pp. 125:5-126:21.). Metro again  
20 had the opportunity to halt the procurement after realizing its mistake and allow all the proposers to  
21 supply new BAFOs that addressed the MCP’s requirements, but elected not to.

22 On the afternoon of April 6, 2024, Martinez sent a draft contract modification to Hyundai, with  
23 additional elements of the MCP included. (Stewart Decl., ¶16, Exh. 40.) On April 2, JMA finally  
24 received public records in response its request, and on April 6, Janis emailed Marzano asking why the  
25 proposal documents it had received did not include LVFs. (Janis Decl., ¶¶ 27, 31 & Exh. 21, at  
26 METRO\_00015762.) This led Marzano and Avila to realize that proposers had not submitted LVFs as  
27 part of the procurement. Marzano recognized the gravity of this omission, commenting “[t]hen how did  
28 we do the evaluation? Based on what?” (Stewart Decl., ¶17, Exh. 41, at METRO\_00015778.) Marzano

1 also recognized that the BAFO scoring was flawed, noting to Avila that “[t]he evaluation should have  
2 included other factors, not just total wages and benefits as was evaluated on HR5000.” (*Ibid.*)

3 On April 8, Marzano emailed Janis, admitting that the procurement had not included LVFs, and  
4 notifying JMA for the first time that “Staff is currently working with the Contractor to execute a  
5 Contract Modification to ensure that all of the Terms and Conditions from the MCP and the labor value  
6 forms are included in the Contract.” (Janis Decl., ¶31, Exh. 21, at METRO\_00015761.) Marzano  
7 admitted that Metro was “allow[ing] Hyundai the opportunity to adjust their numbers and include  
8 retained workers in addition to the new workers already included.” (*Id.*, Exh. 21, at  
9 METRO\_00015760.)

10 It took months of negotiation—and threats of stop-work orders and contract termination—to get  
11 Hyundai to agree to any modification and provide LVFs. Metro asked that Hyundai sign what was  
12 referred to as “Contract Modification No. 1” by May 13, 2024, but Hyundai responded by saying that it  
13 was compiling comments on the changes. (Stewart Decl., ¶18, Exh. 42, at METRO\_00085305.) The  
14 matter was “elevated to [Metro] executives,” one of whom told Hyundai that the changes were non-  
15 negotiable. (*Ibid.*) Nonetheless, Hyundai sent a list of concerns about the modification and informed  
16 Metro that it was involving its lawyers. (*Ibid.*) Hyundai then sent an additional list of questions about the  
17 modifications in mid-June, which Martinez and Marzano answered. (*Id.*, Exh. 42, at  
18 METRO\_00085295-96.). Hyundai asked basic questions about why Metro was “imposing” the MCP on  
19 it. It also asked: “If [Hyundai] fails to achieve the 10% [disadvantaged worker] benchmark  
20 notwithstanding good faith efforts, would this be considered a Material Violation of the Contract  
21 Modification?” To which Martinez answered, “Yes.” (*Ibid.*)

22 Hyundai finally signed Contract Modification 1 on June 26, 2027. (*Id.*, ¶19, Exh. 43.) The  
23 modification was substantially different from Hyundai’s BAFO, crediting Hyundai \$9,464,742 for hiring  
24 disadvantaged workers, for example, and allowing Hyundai credit for both “new and retained” workers  
25 in its commitment. (*Id.*, Exh. 43, at 4.) However, Contract Modification #1 was incomplete because  
26 Hyundai still had not provided LVFs documenting its commitment. (*Ibid.*)

27 Accordingly, Metro staff issued a new “Request for Proposals” to Hyundai, under which Metro  
28 sought to “approve Hyundai Rotem’s completed [USEP] labor value forms and narrative.” Metro set a



1 deadline of July 12 for submission, and expressly reserved the right to “reject the proposal.” (*Id.*, ¶20,  
2 Exh. 44.)

3 Hyundai did not meet the July 12 deadline to submit its proposal, so Metro sent another letter  
4 demanding it. Metro threatened: “[t]he contract simply cannot continue without these forms and further  
5 delay in submitting the forms could result in Metro issuing a stop work notice or at its discretion,  
6 terminate the contract for convenience.” (*Id.*, ¶21, Exh. 45.) Still Hyundai failed to provide its full USEP  
7 proposal and LVFs. (*Id.*, ¶23, Exh. 47.) After JMA informed Metro that the problems were too big to be  
8 fixed by amendment and that the contract needed to be rebid, Metro’s CEO involved Debra Avila, who  
9 asked staff to prepare a response for the CEO. (Janis Decl., ¶30; Stewart Decl., ¶25, Exh. 49 [hereinafter  
10 Marzano Depo.], pp. 18:12–19:14.) Marzano drafted a “White Paper” detailing Metro’s failure to follow  
11 the MCP during the HR5000 procurement, and Vendor Contract Management’s discovery of this failure  
12 after reviewing JMA’s public records request. (*Id.*, ¶22, Exh. 46.) The White Paper recommended  
13 against contract termination. (*Ibid.*)

14 Metro finally received Hyundai’s LVFs on July 26, 2024. (*Id.*, ¶23, Exh. 47.) However, Hyundai  
15 expressed its position that the USEP commitments of its subcontractors were not “a separate firm  
16 commitment to be evaluated throughout the project.” It also stated that it would submit a request for a  
17 cost increase associated with the new USEP commitments. (*Id.*, ¶23, Exh. 47, at METRO\_00016392.)  
18 Hyundai subsequently demanded an additional \$2.7 million. (*Id.*, ¶24, Exh. 48.) Metro has not, to date,  
19 accepted this cost-increase request. (Martinez Depo., pp. 195:1-13.)<sup>3</sup>

20 Hyundai and Metro continued to negotiate, resulting in yet another contract modification—  
21 Modification 3—which was executed on November 20, 2024. (*Id.*, ¶26, Exh. 50.) During those  
22 negotiations, Hyundai submitted at least two other versions of its LVFs, containing various  
23 commitments on jobs and wages. (*Id.*, ¶¶ 26-27, Exhs. 50, 51.)

24 Hyundai’s USEP included with Modification 3 is fundamentally different from the BAFO on  
25 which it won the award (and from previous versions of the contract). Rather than claiming credit for 159  
26 contractor and subcontractor “new hires” as it did on its BAFO, Hyundai now claimed credit for 175.2  
27

28 <sup>3</sup> Martinez testified, dubiously, that she has been “too busy” to address the request. (*Id.*, pp. 193:15–  
196:13.) Marzano’s testimony indicates that Metro’s counsel has advised against paying the price-  
increase request while this litigation is pending. (Marzano Depo., pp. 171:11–172:13.)

1 “new and retained” workers. (*Compare id.*, ¶26, Exh. 50, at METRO\_00065456-57 with ¶14, Exh. 38, at  
2 METRO\_0016138-50.) Stadler U.S.’s Senior Director in charge of Stadler’s bid for the HR5000  
3 contract testified that if Stadler had been allowed to claim USEP credit for “retained” workers, it would  
4 have increased its USEP commitment “significantly.” (*Id.*, ¶25, Exh. 52 [hereinafter Martinson Depo.],  
5 pp. 20:2-10, 31:15–32:1, 104:5-22, 111:15-24.) Stadler has a “large manufacturing site in Salt Lake  
6 City, Utah,” which, at the time of Stadler’s bid, had 350 workers. (*Id.*, pp. 19:17-25; 59:1-7.)

7 Moreover, fully \$11,147,930 of Hyundai’s BAFO commitment on “facility improvements” was  
8 based on its subcontractor Kinkisharyo making improvements to its Piscataway, New Jersey facility.  
9 (*Id.*, ¶14, Exh. 38, at METRO\_0016144.) But by the time of Modification 3, Hyundai and Kinkisharyo  
10 had abandoned that plan, and decided to move production to Kinkisharyo’s Palmdale, California facility.  
11 (*Id.*, ¶26, Exh. 50, at METRO\_00065462.); *see also id.*, ¶29, Exh. 53.)<sup>4</sup> Hyundai has, as of yet, failed to  
12 clarify to Metro where Hyundai (or its subcontractors) will make those credited facility improvements,  
13 and no facility improvements have been documented to Metro to date. (Martinez Depo., pp. 214:11-21.)  
14 Kinkisharyo’s monetary training commitment in Hyundai’s BAFO was also based on the plan to operate  
15 from its Piscataway facility, but somehow Modification 3 reflects the same amount even though the  
16 facility changed. (*Compare id.*, ¶16, Exh. 38, at METRO\_0016144 with ¶26, Exh. 50, at  
17 METRO\_00065462.). Unlike the BAFO, Hyundai’s USEP in Modification 3 addressed the remaining  
18 MCP terms, including a commitment to pay minimum wages and benefits, a commitment to hire job  
19 coordinators for each of the sites, and a commitment to use certified payrolls to document compliance  
20 with the LVF minimum commitments. (*Id.*, ¶26, Exh. 50, at METRO\_00065438-50.)

21 Even Modification 3 has not settled the content of Hyundai’s USEP, however. Soon after  
22 Hyundai executed Modification 3, two of its subcontractors—Hubner and Voith U.S. Inc.—backed out  
23 of their previous commitments to Hyundai’s USEP program. (*Id.*, ¶31, Exh. 55.) This has led Hyundai to  
24 submit an additional LVF changing its own hiring, wage, and disadvantaged-worker commitments to  
25 make up for the lost subcontractor commitments. (*Id.*, ¶32, Exh. 56.) Those new LVFs are languishing  
26 on Martinez’s desk, presumably until this litigation concludes. (Martinez Depo., pp. 253:2–254:19.)  
27

28 <sup>4</sup> Hyundai changed the production facility to California *because* the post-award, revised USEP requirements allowed Hyundai to get credit for retained workers, not just new hires. (*Id.*, ¶30, Exh. 54 [hereinafter Kim Depo.], pp. 137:15–138:24.)

## ARGUMENT

The HR5000 contract was subject to two bodies of competitive-procurement law. It was conducted as a “competitive negotiation” under California Public Contract Code §20217, and as a federally funded project, it is subject to the “full and open competition” requirements that apply to FTA grantees. 49 U.S.C.A. §5325(a); 2 C.F.R. §200.317. Metro violated these competitive-procurement rules on the HR5000 contract by allowing only Hyundai to deviate from the RFP specifications and then materially modifying the HR5000 contract in a way that prevented “[potential bidders] from competing for what is, in reality, a new and different contract.” *CCL, Inc. v. United States*, 39 Fed. Cl. 780, 791 (1997). The harm from Metro’s violations was not simply to Stadler and Hitachi, which did not compete for a closely contested procurement on a level playing field. Metro’s post-award negotiation of HR5000’s USEP component with Hyundai alone also deprived the public of full competition on the benefits that the USEP is designed to maximize. Metro’s violations require a re-bid of the contract.

### **I. Metro Was Required to Follow California and Federal Procurement Rules.**

The HR5000 procurement was governed by both California Public Contract Code §20217 and the federal “full and open competition” laws that apply to FTA grantees. (*See* Janis Decl., Exh. 17.)

Public Contract Code §20217(b) (“Section 20217”) allows transit agencies to use a “competitive-negotiation” process on purchases of certain specialized rail transit equipment, including rail cars. Competitive negotiation allows “negotiations with manufacturers or providers after the receipt of initial proposals during which performance or technical standards and other criteria may be revised in order to secure proposals most advantageous to the purchasing agency or to cure any deficiencies contained in the original proposals.” Pub. Contract Code §20216(g). Nothing in Section 20217 allows a transit agency to allow a single proposer to depart materially from the governing RFP or to materially modify the resulting contract *after* contract award. *Cf.* Pub. Contract Code §§20217(c)(2), (e).

The HR5000 procurement is funded, in part, with grants from the FTA. (Janis Decl., Exh. 17; Metro Req. Jud. Not. Supp. Demurrer (“Metro RJN”), Exhs. 6, 7.) As an FTA grantee, Metro is required to follow 49 U.S.C. Chapter 53, including 49 U.S.C.A. § 5325(a), which provides that “[r]ecipients of assistance under this chapter shall conduct all procurement transactions in a manner that provides full and open competition [.]” *Cf.* Metro RJN, Exh. 6, at 4. The Office of Management and Budget has promulgated regulations implementing this requirement, at 2 C.F.R. §200.317 and §§200.318—200.327.

1 Section 200.319(a) requires that “[a]ll procurement transactions under the Federal award must be  
2 conducted in a manner that provides full and open competition” and §200.320(b)(2) allows for a  
3 competitive-negotiation (or “competitive-proposal”) approach. The FTA has issued guidelines on the  
4 rules governing grantees. FTA Circular 4220.1G (Jan. 17, 2025).<sup>5</sup> The FTA’s competition requirements  
5 may be enforced through state writ proceedings. *HJR Equip., Inc. v. City of Kansas City*, 603 F. Supp.  
6 3d 696, 710 (W.D. Mo. 2022) (*federal court lacked jurisdiction over bidder’s challenge invoking DOT*  
7 *procurement rules, but “[a]state court adjudicating Plaintiff’s state-law claim seeking judicial review of*  
8 *the City’s procurement . . . is certainly ‘competent to apply federal law, to the extent it is relevant.’”*)  
9 (*cit. om.*).<sup>6</sup>

10 California adopted its competitive-procurement laws for “the purpose of inviting competition, to  
11 guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work  
12 or supplies at the lowest price practicable[.]” *Domar Elec., Inc. v. City of Los Angeles*, 9 Cal.4th 161,  
13 173 (1994) (internal cit. and quotations om.); *Konica Business Machines U.S.A., Inc. v. Regents of*  
14 *University of California*, 206 Cal. App. 3d 449, 456 (1988) (to “eliminate favoritism, fraud and  
15 corruption; avoid misuse of public funds; and stimulate advantageous market place competition.”).  
16 California follows a “strict adherence” approach to such laws, requiring contracts awarded in violation  
17 of them to be “set aside . . . even where it is certain there was in fact no corruption or adverse effect  
18 upon the bidding process, and the deviations would save the entity money.” *Ghilotti Constr. Co. v. City*  
19 *of Richmond*, 45 Cal. App. 4th 897, 907–08 (1996); *Konica*, 206 Cal. App. 3d at 456–457.

## 20 **II. Metro Materially Departed from the RFP’s Specifications in Favor of Hyundai.**

21 California law and federal open-competition rules prohibit agencies from allowing a bidder or  
22 proposer to deviate from the bid specifications in a manner that could give it an advantage. Under  
23 California law, “a bid is responsive if it conforms to the public agency’s specifications for the

---

24 <sup>5</sup> Available at: [https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-](https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance)  
25 [contracting-guidance](https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance).

26 <sup>6</sup> Metro has previously argued that JMA does not have public-interest standing to enforce federal “full  
27 and open competition” requirements, citing *McDonald v. Stockton Metropolitan Transit District*, 36  
28 Cal.App.3d 436, 440-43 (1973). *McDonald*, however, involved an attempt by a public-interest group to  
enforce a local transit agency’s obligation to build bus shelters that was purely the product of the  
agency’s *contract* with the Department of Transportation. *Id.* at 442. The Court recognized JMA’s  
public-interest standing in overruling Metro’s demurrer.

1 contract[.]” *DeSilva Gates Constr. LP v. Dept. of Trans.*, 242 Cal. App. 4th 1409, 1422 (2015) (cit.  
2 om.). Non-responsive bids cannot be cured if doing so confers an unfair advantage. Rather, a bid that  
3 “substantially conforms” to an RFP may be accepted *only* “if the variance *cannot* have . . . given the  
4 bidder an advantage or benefit not allowed other bidders[.]” *Ibid.*; *Konica*, 206 Cal. App. 3d at 454.  
5 Whether an agency had discretion to waive a deviation from an RFP “does not constitute a question of  
6 fact for which the agency is entitled to deference.” *DeSilva*, 242 Cal. App. 4th at 1424.

7 Federal procurement rules also require non-responsive bids to be rejected. *Prestex Inc. v. U.S.*,  
8 320 F.2d 367, 372 (Fed. Cir. 1963) (“Rejection of nonresponsive bids is necessary if the purposes of  
9 formal advertising are to be attained, that is, to give everyone an equal right to compete for Government  
10 business, to secure fair prices, and to prevent fraud.”); *Monument Realty LLC v. Washington Metro.*  
11 *Area Transit Auth.*, 535 F. Supp. 2d 60, 74 (D.D.C. 2008). While waiver is permitted where the non-  
12 responsiveness is “trivial or of a mere formality,” *Grade-Way Const. v. United States*, 7 Cl. Ct. 263, 265  
13 (1985), “deviations (from advertised specifications) may be waived by the contracting officer” only if  
14 “they do not go to the substance of the bid or work an injustice to other bidders.” *Toyo Menka Kaisha,*  
15 *Ltd. v. United States*, 597 F.2d 1371, 1376 (Ct. Cl. 1979) (cit. om.).<sup>7</sup>

16 Metro allowed Hyundai to deviate from the RFP’s requirements for a responsive bid in two  
17 ways, both of which unfairly advantaged it. First, none of the proposers’ BAFOs included a commitment  
18 that 10% of their total USEP wages and benefits would go to “disadvantaged workers” as RFP  
19 Amendment 10 required. Months after the proposers submitted their BAFOs—indeed, one day before  
20 the Metro Board was set to decide on the contract—Metro notified Hyundai *and only Hyundai* that there  
21 had been an “error in the solicitation” and allowed Hyundai to cure its non-responsive BAFO by making  
22 the disadvantaged-worker commitment.

23 By allowing Hyundai alone to cure this deficiency, Metro gave it “an advantage or benefit not  
24 allowed other bidders[.]” *DeSilva*, 242 Cal. App. 4th at 1422. Far from a “mere formality,” the

---

25 <sup>7</sup> No federal judicial precedent appears to have addressed the application of this rule to competitive-  
26 negotiation procurements, but the U.S. Comptroller General—who adjudicates bid protests on federal  
27 procurements—has concluded that it does. *Dynalantic Corp.*, 68 Comp. Gen. 413, 414 (May 3, 1989)  
28 (“It is a fundamental principle of federal procurement that a contracting agency must treat offerors  
equally, and that they must be furnished with identical statements of the agency’s requirements in order  
to provide a common basis for the preparation and submission of competitive proposals.”).

1 disadvantaged-worker hiring requirement is a *central* element of the MCP that Metro staff told its Board  
2 was being applied. (Janis Decl., Exh. 10 [maximizing job creation “for low-income residents and those  
3 facing barriers to employment” as core MCP objective].) Indeed, Metro staff subsequently highlighted  
4 Hyundai’s commitment to disadvantaged-worker hiring in recommending that its Board authorize  
5 contract execution. (*Id.*, ¶22.) Moreover, when Hyundai later asked Metro staff whether its failure to  
6 achieve the 10% commitment would be considered a “material violation” of the contract, Metro staff  
7 responded that it would. (Stewart Decl. ¶18, Exh. 42, at METRO\_00085295-96.)

8         The second way in which Metro allowed Hyundai to cure a non-responsive proposal was by  
9 allowing it to submit Labor Value Forms months after its BAFO. The RFP made clear that proposers’  
10 Technical Proposals were required to include “Labor Value Forms.” (*Id.*, ¶7, Exh. 31, at 2-20.) These  
11 forms were critical to the formal USEP proposals because they contained details on the proposers’  
12 USEP commitments, including the “hours of work, expenditures for training activities, creation of Full  
13 Time Equivalent (‘FTA’) employment positions, and related substantive commitments” that the  
14 proposer was agreeing to. (*Id.*, Exh. 31, at 2-40.) None of the BAFOs, however, included LVFs. (*Id.*,  
15 ¶¶8-9, 14, Exhs. 29, 30, 38, at METRO\_0016138-50.) Only Hyundai was permitted to cure this  
16 deficiency. The materiality of the LVFs is readily demonstrated by the fact that Metro *threatened a stop-*  
17 *work order and contract termination* when Hyundai later delayed in providing the LVFs that Metro had  
18 demanded. (*Id.*, ¶21, Exh. 45.)

19         In both cases, Metro’s actions are similar to those disapproved in *DeSilva*, 242 Cal. App. 4th  
20 1409. There, an RFP for a CalTrans construction project required bidders to include a signed addendum  
21 demonstrating agreement with certain material terms of the procurement. The winning bidder failed to  
22 do so, but CalTrans purported to waive this irregularity by allowing it to submit documentary evidence  
23 after the bids had been opened. The court held that CalTrans had no discretion to waive this material  
24 term of the procurement and that doing so was an abuse of discretion. *Id.* at 1423-24; see also *Eel River*  
25 *Disposal & Res. Recovery, Inc. v. Cnty. of Humboldt*, 221 Cal. App. 4th 209, 237 (2013) (“the [city] not  
26 only changed the criteria after bids were unsealed, but did so by introducing a previously unknown  
27 factor”).  
28

1 **III. Metro Materially Modified the HR5000 Contract After Awarding It to Hyundai.**

2 Metro violated another critical principal of competitive-procurement law when it negotiated  
3 material modifications to the HR5000 contract after awarding it to Hyundai.

4 Under the “cardinal-change” doctrine, federal courts assess “whether Government modifications  
5 changed the contract enough to circumvent the statutory requirement of competition.” *AT&T Commc’ns,*  
6 *Inc. v. Wiltel, Inc.*, 1 F.3d 1201, 1205 (Fed. Cir. 1993). Under the doctrine, “[c]ontract modifications  
7 may not materially depart from the scope of the original procurement; otherwise the modification  
8 prevents the complaining party (and other potential bidders) from competing for what is, in reality, a  
9 new and different contract.” *CCL*, 39 F3d. Cl. at 791; *Am. Apparel, Inc. v. U.S.*, 108 Fed. Cl. 11, 27  
10 (2012) (same). The cardinal-change doctrine arises most frequently in disputes under the Competition in  
11 Contracting Act (“CICA”), 41 U.S. Code §3301. But the same “full and open competition” standard  
12 applies under FTA grant competition rules, *see* 49 U.S.C.A. § 5325(a), 2 C.F.R. §200.319(a), and the  
13 doctrine applies to grant-funded procurements. FTA Circular 4220.1G, Page V-35.

14 Materiality is solicitation-specific. *Keeter Trading Co. v. United States*, 79 Fed. Cl. 243, 260  
15 (2007) (“Because every situation in which parties enter into a contractual relationship is unique, there is  
16 no definitive test for determining whether a change is beyond the scope of a particular contract.”). A key  
17 “factor to consider when determining the scope of the original competition is “whether the solicitation  
18 for the original contract adequately advised offerors of the potential for the type of changes during the  
19 course of the contract that in fact occurred, or whether the modification is of a nature which potential  
20 offerors would reasonably have anticipated.”” *Wiltel, Inc.*, 1 F.3d at 1207 (cit. om.); *Northrop*  
21 *Grumman Corp. v. U.S.*, 50 Fed. Cl. 443, 465 (2001). “If a court ultimately finds a modification ‘to be  
22 outside the reasonable expectations of the bidders, the government must show that it adequately advised  
23 the bidders that such a change might occur.’” *American Apparel*, 108 Fed. Cl. 11, 30 (2012) (quoting  
24 *Northrup Grumman*, 50 Fed. Cl. at 465). Courts also assess “factors such as the extent of any changes in  
25 the type of work, performance period and costs between the contract as awarded and modified.”  
26 *Cardinal Maint. Serv., Inc. v. United States*, 63 Fed. Cl. 98, 106–07 (2004) (internal quot. and cit. om.).<sup>8</sup>

27  
28 <sup>8</sup> No published California case has addressed application of the cardinal-change doctrine to the State’s  
competitive-procurement statutes. But the principles that animate its use on federal procurements apply  
equally to competitive negotiation under Section 20217. *See Konica*, 206 Cal. App. 3d at 456 (purpose  
of competitive-procurement laws to “eliminate favoritism, fraud and corruption; avoid misuse of public

1           The modifications that Metro negotiated beginning a month after it executed the HR5000  
2 contract were cardinal changes. First, other proposers were given no notice that Metro would materially  
3 change the USEP requirements to: (1) allow proposers to take credit not only for new hires but also  
4 retained workers; (2) give proposers credit for hiring disadvantaged workers for 10% of their USEP  
5 workforce; (3) mandate payment of minimum wages and benefits, rather than just a total dollar  
6 commitment; (4) adopt additional reporting requirements to demonstrate compliance; (5) require  
7 detailed commitments on workforce development, outreach, recruitment, and retention; and (6) allow  
8 wholesale changes to the location where facility investments were proposed to be made. The  
9 representative of one competitor—Stadler—testified that just one of these changes (allowing credit for  
10 retained workers) would have “significantly” altered its USEP proposal. (Martinson Depo., pp. 111:15-  
11 24.); *American Apparel*, 108 Fed. Cl. at 29 (“In determining whether a contract, as modified, is  
12 ‘materially different,’ a court should ‘first focus on the modification in the context of the original  
13 procurement’ and then determine ‘the expectations of potential offerors.’”) (cit. om.). Metro cannot  
14 argue that its modifications were merely “change orders.” *Cf. Wiltel, Inc.*, 1 F.3d at 1205. Metro itself  
15 characterized its demand for a complete USEP and LVFs as a “Request for Proposals” to modify the  
16 contract, not a change order. (Stewart Decl., ¶20, Exh. 44; see *Cardinal Maint.*, 63 Fed. Cl. at 109.)

17           Second, the modifications that Metro negotiated with Hyundai had the potential to alter scoring  
18 of the BAFOs. If all parties had been permitted to submit BAFOs governed by the MCP—including its  
19 credit for retained workers, provisions on disadvantaged-worker hiring, rules on programs for training  
20 and outreach, and requirement of minimum wages and benefits—scoring of the USEP component of the  
21 competitive negotiation could have been quite different. (See *Martinson Depo.*, pp. 101:2-16.). Indeed, if  
22 the BAFOs had been scored according to the MCP’s evaluation system—which Metro recognized

23 \_\_\_\_\_  
24 funds; and stimulate advantageous market place competition.”). If the government could solicit  
25 competitive proposals, score them based on negotiated BAFOs, award them based on this evaluation,  
26 and then negotiate material changes to key elements of the contract with the winning proposer, other  
27 proposers would be deprived of an equal playing field and the public would be deprived of true  
28 competition. As under federal law, “[w]hen a cardinal change occurs . . . the [] recipient effectively has  
awarded a new, noncompetitive contract to the contractor,” which transit agencies are not allowed to do  
under Section 20217. *Cf. FTA Circular 4220.1G*, Page V-35. Making material changes to a  
competitively negotiated contract runs directly counter to Public Contracts Code §20216(g), which  
permits negotiation after review of the initial proposals “to secure *proposals* most advantageous to the  
purchasing agency,” but does not permit further negotiation over material terms post-award.



1 should have applied, (Stewart Decl., ¶17, Exh. 41, at METRO\_00015778)—job *quality* commitments,  
2 not just the total dollar commitment, would have contributed to a proposer’s score. *See Konica*, 206  
3 Cal.App.3d at 454 (change is material unless it “*cannot have . . . given the bidder an advantage*”). The  
4 scoring of Hyundai’s and Stadler’s BAFOs was separated by just 14 out of 1000 points, and the USEP  
5 comprised fully 50 of those total points. A change in USEP scoring could have altered the outcome.

6 Third, Metro’s and Hyundai’s actions clearly demonstrate that the USEP modifications to the  
7 HR5000 contract were material. Metro threatened stop-work notices and contract termination if Hyundai  
8 did not agree to the modifications. Hyundai deliberated for months before agreeing to the modification,  
9 and even after agreeing has been unable to stop subcontractors from refusing to participate. These are  
10 not actions associated with minor or insubstantial changes. In fact, the Board-adopted MCP is a  
11 cornerstone to Metro’s procurement program and the subject of glowing a L.A. Times editorial.  
12 Modifying the contract to comport with it was a critical, “non-negotiable” mandate from Metro’s upper  
13 management. (*Id.*, ¶18, Exh. 42, at METRO\_00085295-96.)<sup>9</sup>

14 Metro’s alteration of Hyundai’s contract to comport with the MCP was a material modification.  
15 Its failure to allow other proposers to fundamentally revise their BAFOs in a similar manner, and to  
16 evaluate them on this basis, violated California and federal law.

#### 17 **IV. Metro Abused its Discretion by Failing to Follow the MCP.**

18 Metro admits that the Board-mandated MCP applied to the HR5000 procurement, yet contract  
19 administrators on the HR5000 contract were permitted to ignore that policy. Cf. *Civ. Serv. Assn. v.*  
20 *Redevelopment Agency*, 166 Cal. App. 3d 1222, 1225 (1985) (“As a general rule, powers conferred upon  
21 public agencies and officers which involve the exercise of judgment or discretion are in the nature of  
22 public trusts and cannot be surrendered or delegated to subordinates in the absence of statutory  
23 authorization.”). The MCP was intended to provide *public benefits*, including to lower-income  
24 individuals facing barriers to employment. Metro staff did not have discretion to waive this policy, and  
25 doing so was an abuse of discretion.

26 Metro may argue that its staff “substantially complied” with the MCP, and so did not abuse  
27 discretion. But that argument fails. Key elements of the MCP—including, for example, the requirements  
28

---

<sup>9</sup> Materiality is also demonstrated by the fact that Hyundai has demanded an additional \$2.7 million in price consideration for the modification. (*Id.*, ¶24, Exh. 48.)

1 that proposers commit to paying minimum wages and benefits and that they document their  
2 commitments in LVFs—were omitted entirely. Most critically, the HR5000 procurement did not follow  
3 MCP’s scoring procedures, which required that Metro evaluate *job quality* in choosing a vendor, not just  
4 the total dollars committed. Metro’s failure to follow its MCP was arbitrary and capricious.

5 **V. A Re-Bid of the Contract is the Only Effective Remedy.**

6 Metro had opportunities to change course after it realized there was an “error in solicitation,” to  
7 apply the MCP to the procurement properly, and to give all proposers the opportunity to compete over  
8 the USEP on a level playing field. But Metro did not reopen the evaluation process. Instead, it pushed  
9 ahead with an unlawful contract modification. Metro’s actions did not just harm Stadler and Hitachi,  
10 who were denied the opportunity to compete fairly, they also harmed the public, which was denied full  
11 competition over the public benefits promised by the USEP. *See MCM Construction, Inc. v. City &*  
12 *County of San Francisco*. 66 Cal.App.4th 359, 372 (1998) (“Competitive bidding laws are passed for the  
13 benefit and protection of the taxpaying public.”). In these circumstances, the contract must be “set  
14 aside.” *Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th 897, 907–08 (1996).

15 Metro complains that ordering a re-bid—or a partial re-bid, omitting the portion of the rail cars  
16 to be delivered prior to the Olympics—is impossible, but that claim is purely speculative. It remains  
17 early in the HR5000 procurement, with Metro having made no Milestone Payments to Hyundai for  
18 scheduling milestones. (Kim Depo., pp. 201:21–202:7.) Metro’s Rail Fleet Management Plan, which  
19 “determine[s] the agency’s current and future light and heavy rail vehicle fleet requirements,” shows  
20 that Metro has contingency plans for the 2028 Olympics and beyond. (*See, e.g., id.*, ¶33, Exh. 57, at 4-20  
21 [“To meet the needs of potentially additional services for the LA28 Olympics and Paralympic Games,  
22 Metro is exploring the use of belly cars and borrowing/acquiring vehicles from other rail systems.”]), at  
23 4-19 (refurbishment of A650 railcars will be available to “address any needs pending delivery of  
24 sufficient HR5000 cars in FY2029 through FY2030 and beyond.”].)

25 In any case, if there is concern that re-bidding the contract will interfere with delivery of vehicles  
26 prior to the Olympics, the Court could segment the contract, and only order rebidding of railcar delivery  
27 to occur further in the future. The Court should not conclude that Metro has violated cardinal  
28 competitive-procurement principles and order no remedy at all.

1 **CONCLUSION**


2 For the foregoing reasons, the Court should conclude that Metro abused its discretion and issue a  
3 writ directing a full or partial re-bid of the HR5000 contract.  
4

5 Dated: May 9, 2025

Respectfully submitted,

6 McCracken, Stemerman & Holsberry, LLP

7  
8 By:  \_\_\_\_\_

9 Paul L. More  
10 Luke N. Dowling  
11 475 14th Street, Suite 1200  
12 Oakland, CA 94612  
13 

14 Fax: (415) 597-7201  
15 Email: pmore@msh.law  
16 ldowling@msh.law

17 *Attorneys for Jobs to Move America*  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and employed in Alameda County, California. I am  
3 over the age of eighteen years and not a party to the within-entitled action. My business address is  
4 475 14th Street, Suite 1200 Oakland, CA 94612. On May 9, 2025 I served a copy of the within  
5 document(s):

6 **PETITIONER JOBS TO MOVE AMERICA'S TRIAL BRIEF**

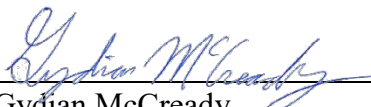
7  
8 Via electronic service to the above-listed persons, at the email addresses set forth below:

9 Daniel D. McMillan  
10 Jacqueline S. DeCamara  
11 Carolyn A. Woodson  
12 Valerie Crawford  
13 Nick Rawls  
14 Christine Cheung  
15 JONES DAY  
16 555 South Flower Street, Fiftieth Floor  
17 Los Angeles, California 90071.2452  
18 [REDACTED]  
19 Facsimile: +1.213.243.2539  
20 Emails: ddmcmillan@jonesday.com  
21 jdecamara@jonesday.com  
22 cawoodson@jonesday.com  
23 vcrawford@jonesday.com  
24 nrawls@jonesday.com  
25 cecheung@jonesday.com

26 *Attorneys for Los Angeles County Metropolitan Transportation*  
27 *Authority*

28 I declare under penalty of perjury under the laws of the State of California that the above is  
true and correct.

Executed on May 9, 2025, at Oakland, California.

25   
26 Gydian McCready

## May 2025 RBM General Public Comments

**From:** [REDACTED]

**Sent:** Thursday, May 1, 2025 10:06 AM

To: [REDACTED]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[REDACTED]

\_\_\_\_\_

[REDACTED]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

[REDACTED]

**Subject:** Attn: Stephanie Wiggins LA Metro card scam is ripping off minority students, end your corruption now! - your discriminating on working class minorities! 6am bus 438, #12403 causes students to miss work and exams!

Can someone please explain why all year long minority students have been paying for LA metro TAP cards which never seem to work, even tho students keep playing to put money in the cards ! !! Students and working class minorities pay into these cards and the metro cards never seem to work on LA buses, which means we get stuck having to pay again to get on the bus and the drivers won't give us our change back! Minority students are sick of being ripped off by this Metro scam and corruption !

LA Metro is ripping off students and minorities with this endless incompetence and corruption! Where is our money going to that we paid to have on the metro cards and where does our change that we don't get back, go! ? ! Please explain to minority students and working class minorities where all of our stolen money from Metro LA is going !

Los Angeles students have had to put up with this metro incompetence and corruption all year long and we are sick of it!

CA ATTORNEY ROB BONTA AND ELON MUSK AND DOGE NEED TO INVESTIGATE THIS LA METRO CORRUPTION, IMMEDIATELY! 🗣️

On Thursday, May 1, 2025, [REDACTED] wrote:

That bus 438 does the same thing to me and rips me off! It says that I have no money on my tap card, yet it's completely filled up with money, at which point the driver makes me stick 10 bucks in a box and tells me they don't give change! This rip off and corruption needs to be investigated and people need to be fired for allowing this scam to be acted out in minority students! There is a large congregation of Native American students based in the South Bay and we demand better public transportation services and demand that metro buses stop ripping us off! We want our change back from the money you steal from us!



On Thursday, May 1, 2025, [REDACTED] wrote:

Dear Stephanie Wiggins Los Angeles County Metropolitan Transportation Authority (Metro),  
your services from the South Bay to UCLA ARE HORRIBLE And DISCRIMINATE ON  
WORKING CLASS STUDENTS AND MINORITIES!

This morning, a group of visiting international students missed their exams because your 6am bus 438, #12403 failed to stop at the yellow line drop off near USC! One student was dropped off in a random part downtown and almost had their phone stolen while trying to find the yellow line. The others had to take a uber from downtown! For some dumb reason there's no stop buttons in that bus for students to push!

Further more, we come to find that bus 438 would NOT take the students metro TAP pass despite it having plenty of money on it! You people are scamming working class minorities and our communities are sick of it!

UCLA and LMU minority students are being denied reasonable access to transportation to UCLA and this is DISGUSTING! Students wake up at ridiculous hours to be transported to USC and then over to UCLA!

For some dumb reason, the metro pink K line doesn't even go all the way through to the yellow line, and the metro bus connection which is meant to connect from aviation station to westchester, never shows up or is always late which holds up UCLA students as well as LMU students!

Working class minority students should not have to wake up at god awful hours just to have more stress put on them by your failed metro bus lines!

Students paid a lot of money to study in LA for these courses and we are sick of missing classes and job interviews due to poor metro services!

It's time to provide better bus and metro services to minorities and working class people living in the South Bay cities!

Can some one please contact us today and give us a phone where we can speak to someone who will help us chart out the quickest, safest and easiest way to for students to get to UCLA and jobs on the west side, so that we don't have to travel one hour East and then back to the south side! This is ridiculous!

Thank you!

[REDACTED]

[REDACTED]



**From:** [REDACTED]

**Sent:** Thursday, May 1, 2025 11:30 AM

To: [REDACTED]

A horizontal bar chart consisting of 30 black bars of varying lengths. The bars are arranged in a single column. The lengths of the bars vary significantly, with the longest bar being the 15th bar from the top, and the shortest bars being the 1st and 29th bars. The bars are all solid black and have no labels or titles.

[REDACTED]

**Subject:** Stephanie Wiggins LA Metro: issues with Metro cards and bus information

Good morning Mrs Wiggins,

I just called your office, but no one picked up. I'm one of the students at LA student volunteer lawyers, we've been helping homeless students and newly arrived migrant students get settled in Los Angeles, unfortunately there have been numerous issues with Metro cards not working.

Most concerning is the LIFE - Low Income fair cards, which were issued to homeless and low income students seem to be leaving people stranded, because LA buses don't seem to be able to properly read the cards.

This issue leaves people stranded, or in a position where they have to give up their last dollars to ride the bus, while being denied their change.

Another issue is that buses don't appear to be making their regular stops at train stations which are advertised on your website and other Metro communications. There also seems to be issues where buses, such as the 438, which has no "stop request buttons", since drivers aren't making stops at the advertised train stops, there's no way to alert the driver. This is especially frustrating for non-English speaking passengers. This situation left a LIFE - Low Income fair cards passenger stranded this morning, in a bad part of town, and they almost had their phone stolen. Since the passenger was denied getting their change back from the bus driver, the passenger could not afford to get on another bus. UCLA students had to pay for them to get on an Uber. It's rather disturbing that passengers have to face

these obstacles. There's also issues regarding the lack of metro services from the South Bay to UCLA and LMU, it appears that students in those areas have to go 45 minutes (Or more) in to DTLA, and then back south/west for another 45 minutes - Two hours for what should be a 15 mile journey, is not acceptable, this is extremely ridiculous!

Due to issues with the 438 bus, a homeless person missed their job interview, which is very upsetting and aggravating, especially since they left at 6 am for a 8 am interview. LA Metro needs to do a lot better, as this is not acceptable.

I've cc'd LIFE - Low Income fair cards on this email in hopes that migrant and homeless students can get some answers as why their Metro cards (that have plenty of money in them) aren't working. Since these passages have had their money taken from them and not been given their change back, I've asked some of these LIFE passengers to reach out directly to LA Metro to ensure that they will not be denied bus transportation home. Some of these passengers are 30 miles from home and leaving them stranded is not acceptable. It's hoped these issues can be quickly and fairly resolved - without threats or retaliation.

I look forward to your reply.

Thank you.

[REDACTED]

USC LAW STUDENT VOLUNTEER

On Thursday, May 1, 2025, [REDACTED] wrote:

Can someone please explain why all year long minority students have been paying for LA metro TAP cards which never seem to work, even tho students keep paying to put money in the cards ! !! Students and working class minorities pay into these cards and the metro cards never seem to work on LA buses, which means we get stuck having to pay again to get on the bus and the drivers won't give us our change back! Minority students are sick of being ripped off by this Metro scam and corruption !

LA Metro is ripping off students and minorities with this endless incompetence and corruption! Where is our money going to that we paid to have on the metro cards and where

does our change that we don't get back, go! ? ! Please explain to minority students and working class minorities where all of our stolen money from Metro LA is going !

Los Angeles students have had to put up with this metro incompetence and corruption all year long and we are sick of it!

CA ATTORNEY ROB BONTA AND ELON MUSK AND DOGE NEED TO INVESTIGATE THIS LA METRO CORRUPTION, IMMEDIATELY! 🙄

On Thursday, May 1, 2025, [REDACTED] wrote:

That bus 438 does the same thing to me and rips me off! It says that I have no money on my tap card, yet it's completely filled up with money, at which point the driver makes me stick 10 bucks in a box and tells me they don't give change! This rip off and corruption needs to be investigated and people need to be fired for allowing this scam to be acted out in minority students! There is a large congregation of Native American students based in the South Bay and we demand better public transportation services and demand that metro buses stop ripping us off! We want our change back from the money you steal from us!

Joe

On Thursday, May 1, 2025, [REDACTED] wrote:

Dear Stephanie Wiggins Los Angeles County Metropolitan Transportation Authority (Metro), your services from the South Bay to UCLA ARE HORRIBLE And DISCRIMINATE ON WORKING CLASS STUDENTS AND MINORITIES!

This morning, a group of visiting international students missed their exams because your 6am bus 438, #12403 failed to stop at the yellow line drop off near USC! One student was dropped off in a random part downtown and almost had their phone stolen while trying to find the yellow line. The others had to take a uber from downtown! For some dumb reason there's no stop buttons in that bus for students to push!

Further more, we come to find that bus 438 would NOT take the students metro TAP pass despite it having plenty of money on it! You people are scamming working class minorities and our communities are sick of it!

UCLA and LMU minority students are being denied reasonable access to transportation to UCLA and this is DISGUSTING! Students wake up at ridiculous hours to be transported to USC and then over to UCLA!

For some dumb reason, the metro pink K line doesn't even go all the way through to the yellow line, and the metro bus connection which is meant to connect from aviation station to westchester, never shows up or is always late which holds up UCLA students as well as LMU students!

Working class minority students should not have to wake up at god awful hours just to have more stress put on them by your failed metro bus lines!

Students paid a lot of money to study in LA for these courses and we are sick of missing classes and job interviews due to poor metro services!

It's time to provide better bus and metro services to minorities and working class people living in the South Bay cities!

Can some one please contact us today and give us a phone where we can speak to someone who will help us chart out the quickest, safest and easiest way to for students to get to UCLA and jobs on the west side, so that we don't have to travel one hour East and then back to the south side! This is ridiculous!

Thank you!

[REDACTED]

[REDACTED]

From:

Sent: Thursday, May 15, 2025 12:16 AM

To: Board Clerk <BoardClerk@metro.net>

Subject: Time to scrap Foothill Gold line

Hello, as a LA County taxpayer, I believe it is beyond time that the Metro Board scrap the Foothill Gold line extension project, and instead use that money where it is needed more, such as in projects like the Southeast Gateway Line, or the East San Fernando Valley line. There already is a Metrolink Station at Pomona North where one will be able to do a quick transfer.



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

*"A great place to live, work, and play"*

March 25, 2025

**Metro Board of Directors**

Los Angeles County Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012

**Subject: Request for Station Name Change – Metro Eastside Phase 2 (ESP2) Project**

Dear Metro Board of Directors,

On behalf of the City of Santa Fe Springs (City), I respectfully request that the planned station within our City, as part of the Metro Eastside Phase 2 (ESP2) project, be renamed to accurately reflect its geographic location. While we understand the station is currently planned to be named the Norwalk Boulevard station, this designation does not fully represent the community it serves.

To better align with its true location, we propose renaming the station to **"Santa Fe Springs Station"** or, alternatively, **"Santa Fe Springs Station at Norwalk Boulevard."** This change would more accurately acknowledge our city's presence and ensure clarity for future riders.

We appreciate the Metro Board's consideration of this request and its continued commitment to serving communities throughout Los Angeles County. Thank you for your time and attention to this matter. We look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Rounds", is written over a light blue horizontal line.

Bill Rounds  
Mayor, City of Santa Fe Springs

CC: Jill Liu, Metro Project Manager

William K. Rounds, Mayor • Joe Angel Zamora, Mayor Pro Tem  
City Council  
Annette Rodriguez • Juanita Martin • John Mora  
City Manager  
René Bobadilla, PE, City Manager



May 21, 2025

Chair Hahn & Members of the Board  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 3rd Floor Board Room  
Los Angeles, CA 90012

**Re: Zero-Emission Bus Deployments**

Dear Chair Hahn and Members of the Board:

On behalf of the Los Angeles County Electric Truck and Bus Coalition, we write regarding your agency's zero-emission bus plans. Our coalition is composed of environmental, environmental justice, and labor advocates, including Earthjustice, Sierra Club, Jobs to Move America, East Yard Communities for Environmental Justice, and the International Brotherhood of Electrical Workers, Local 11. We are committed to achieving zero-emission electric bus and truck adoption with robust workforce standards so that our communities can breathe clean air and enjoy family-sustaining, high-wage careers.

Overall, we are disappointed with the continued lack of ambition on zero-emission bus deployments. Eight years ago, LA Metro made the landmark decision to commit to 100% zero-emission buses by 2030. After eight years of work, the agency has deployed 3% of its bus fleet as zero-emissions. If we continue at this percentage of fleet conversion per year, it will take more than 250 years to fully electrify the agency's fleet. Our Coalition recognizes that any large-scale technological change will encounter challenges, but implementation has been too slow given the benefits of this conversion.

This lack of progress is particularly concerning given the world will be visiting Los Angeles in a little over three years when our region hosts the Olympic and Paralympic Games. We can and should deploy more electric buses to move spectators and athletes. We are heartened by how many options exist for electric bus purchases, and we encourage the agency to exercise those options in time to deploy more electric buses by the start of the Olympics. But, this means moving swiftly as decisions need to be made now to ensure buses are available in three years.

We are also deeply concerned about the pace of construction on the facilities. The recent staff slides on electric bus deployments show that only two divisions will be fully electrified by the start of the Olympic and Paralympic Games. It is also curious why only divisions in Southern California Edison Territory will be completed prior to these events. The Operations Committee has a Vice Chair of the LA City Council committee that oversees the Los Angeles Department of Water and Power (LADWP). In addition, the Mayor of Los Angeles sits on LA Metro. Hastening the electrification of facilities in LADWP territory is vital, and we encourage engagement with the City to deploy charging at these facilities more quickly.



We appreciate your consideration of these comments, and we look forward to working with LA Metro to consistently expand its zero-emission bus fleet.

Sincerely,

The Los Angeles County Electric Truck and Bus Coalition

CC: Stephanie Wiggins, CEO

**From:** [REDACTED]  
**To:** [Board Clerk](#)  
**Subject:** General Comment - May 22 2025 BOD Meeting  
**Date:** Wednesday, May 21, 2025 7:59:58 AM

---

Hello LA Metro. My name is [REDACTED] I'm a resident of Downey who rides LA Metro buses and trains to work, and I always pay my fares. Just in case LA Metro board members & staff weren't aware, there's a recent 90-page BART commissioned report by the group Center for Policing Equity that was released on May 15 2025.

In it, it shows evidence how the BART style taller faregates have not resulted in noticeable fare revenue gains or improved public safety. And the police doing the enforcing of fares have resulted in marginalized groups and low income groups being disproportionately targeted.

I bring this up because LA Metro has been trying to push for more BART style taller fare gates here in LA Metro's system. But if this report is evidence that taller fare gates are not effective in improving public safety and increasing fare revenue, then LA Metro should not be spending around 100 million dollars on things like taller fare gates and TAP to Exit (especially with the expected FY2028 budget short fall coming up).

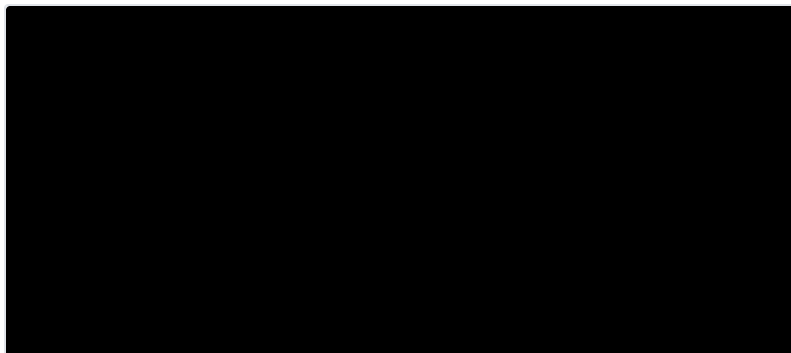
Here's the source if you or anybody else wants to read it: <https://policingequity.org/cpe-publishes-report-on-improving-bart-fare-enforcement-operations/> .

And here's a quick 4-minute CBS news video discussing about the report:  
<https://www.youtube.com/watch?v=rWQ16Wmysao> .

Thank you for your time in reading this.

Sincerely,

[REDACTED]



New report questions BART's focus on combating fare evasion

**From:** [REDACTED]  
**To:** [Board Clerk](#)  
**Subject:** GENERAL COMMENT 2025-0183  
**Date:** Wednesday, May 21, 2025 2:48:20 PM

---

GENERAL COMMENT 2025-0183

I'm happy to see an increase by LA Metro in their Active Transportation division. I would like to strongly encourage the board to substantially increase. There is a rapidly growing segment of the LA transportation community that is trading their cars for e-bikes/bicycles, as shown by the overwhelming popularity of events such as CicLAVia. If LA Metro would like to get its best bang for its buck in transitioning the city away from its car-dependence, rapid, overwhelming amounts of investment into its Active Transportation division is an incredibly efficient way of doing so.

Thank you,

[REDACTED]



May 8, 2025

Mr. Andrew Coppolo  
Senior Contract Administrator  
Los Angeles County Metropolitan  
Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012-2952

Dear Mr. Coppolo:

I am writing in response to your letter dated April 25, 2025, in which Metro has determined that my team's submittal for Invitation for Bid (IFB) No. OP122327(3) as non-responsive. My team and I are genuinely surprised and at a loss by this decision, as we believe we fully complied with all the requirements outlined in the IFB.

The letter indicates that our submittal was deemed non-responsive because our firm, Far East Landscape and Maintenance, Inc., is not certified under the NAICS code for Tunnel Washing Services. However, our firm is certified under a different NAICS code and thus meets the IFB's stated requirement of being a certified Small Business Enterprise (SBE). The IFB does not specify that an SBE must hold certification under the Tunnel Washing Services NAICS code to be deemed responsive. Furthermore, our subcontractor, Parkwood Landscape Maintenance, Inc., is currently performing tunnel washing services under an existing Metro contract and brings with them deep experience and operational knowledge of the scope of work.

The IFB also requires the certified SBE to perform a Commercially Useful Function accounting for at least 30% of the work. Far East Landscape and Maintenance, Inc. will satisfy this requirement. Attached to this letter is a detailed summary of the contract-related work our firm will undertake, including tasks directly associated with tunnel washing and other contract-related services.

I want to underscore that opportunities like this are essential to the growth and development of small, disadvantaged, minority-owned businesses such as ours. The very intent of Metro's SBE set-aside program is to foster equitable access and capacity-building within the local business community in Los Angeles. By participating in projects of this scope, firms like mine gain the hands-on experience necessary to compete for more complex contracts in the future. Denying responsive SBEs the ability to

participate undermines the goals of inclusion, development, and long-term sustainability that this program is designed to promote.

Given these considerations, I respectfully request that Metro reconsider its decision and determine our submittal to be responsive. Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Moon', with several loops and a long horizontal stroke at the end.

Tony Moon

President

Far East Landscape and Maintenance, Inc.

Attachment

CC: Metro Board of Directors  
Stephanie Wiggins  
Carolina Coppolo  
Carlos Martinez  
David Melito

## Attachment

Scope of Services to be provided by Far East Landscape and Maintenance, Inc.

- Supervise Crews
- Power wash all tunnel walls surfaces, tracks, catwalks, and handrails
- Remove all trash, debris, paper, refuse and hazardous materials.
- Install spill berms for drains to assure that all drains are kept free and clean, and to prevent particulates from entering the drain system.
- Protect Metro electronic equipment from water intrusion and damage.
- Perform all administrative work including CPR payroll reporting, record keeping and invoicing.