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10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 LA ALLIANCE FOR HUMAN  
14 RIGHTS, *et al.*,

15 Plaintiffs,

16 v.

17 CITY OF LOS ANGELES, *et al.*,

18 Defendants.

Case No. 2:20-CV-02291-DOC-KES

Assigned to Judge David O. Carter

**NOTICE OF FILING  
PRESENTATION**

Before: Hon. David O. Carter  
Courtroom: 10A

1 **TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF**  
2 **RECORD:**

3 PLEASE TAKE NOTICE that pursuant to the Court’s request, LA Alliance for  
4 Human Rights hereby files the presentation made by Matthew Donald Umhofer at the  
5 hearing on October 16, 2024.

6  
7 Dated: October 17, 2024

Respectfully submitted,

8 /s/ Elizabeth A. Mitchell

9 UMHOFER, MITCHELL & KING, LLP

10 Matthew Donald Umhofer

11 Elizabeth A. Mitchell

12 *Attorneys for Plaintiffs*



Nov. 21, 1985: A sleeping man pulls himself into fetal position for extra warmth before dawn on cold sidewalk on Hill Street in downtown Los Angeles. (Ken Lubas / Los Angeles Times )

1984



2024





LA Alliance v.  
City & County of Los Angeles  
*enforcing the settlement agreements*

1 the city's proposed violation

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF LOS ANGELES and  
THE CITY OF LOS ANGELES**

**2020: “6,000 New Beds and  
700 Other Beds”**

This Memorandum of Understanding (“MOU”) is entered into this 0th day of October 2020 by and between the County of Los Angeles (“COUNTY”) and the City of Los Angeles (“CITY”), establishing the roles, responsibilities, and terms of the shelter for unhoused persons who have overstayed their temporary shelter passes, including but not limited to (i) people who are experiencing homelessness and are currently staying in a shelter, (ii) people who are experiencing homelessness and are currently staying in a shelter and have overstayed their temporary shelter passes, and (iii) other vulnerable PEH within the City of Los Angeles. COUNTY and CITY will be referred to herein individually as “PARTY” and together as “PARTIES.”

PARTIES agree to the following for purposes of this MOU only:

I. TERM OF MOU

2020 Roadmap Settlement: **+6,700**



1 SETTLEMENT AGREEMENT

2 This Settlement Agreement is entered into by and between the following

3 Parties:

4 1) Plaintiffs LA Alliance for Human Rights, Joseph Burk, Harry

5 T  
6 G  
7 **2022: "3.1 The City agrees to**  
8 **create a Required Number of**  
9 **housing or shelter solutions ...."**

10 District of California, Case No. Case 2:20-cv-02291-DOC-KES (the "Action")

11 naming the City and the County of Los Angeles (the "County") as co-defendants

**2020 Roadmap Settlement: +6,700**

**2022 City Settlement: +12,915**

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**Total New Beds: +19,615**

2020 Roadmap Settlement: **+6,700**  
**-2,500**

2022 City Settlement: **+12,915**

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Total New Beds: **+19,615**

2020 Roadmap Settlement: **+6,700**

**-2,500**

**4,200**

2022 City Settlement: ~~+12,915~~  
+2,500  
+10,415

**Original**

**Proposed**

2020 Roadmap Settlement: **+6,700**

**4,200**

**2,500**

2022 City Settlement: **+12,915**

**10,415**

---

**Total New Beds: +19,615**

**17,115**

1 SETTLEMENT AGREEMENT

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city is not **creating** the required number of additional beds—it is **reducing** the number of beds created



**Original**

**Proposed**

2020 Roadmap Settlement: **+6,700**

**4,200**

2022 City Settlement: **+12,915**

**10,415**

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**Total New Beds: +19,615**  **17,115**

why?

*because the county refuses to  
continue to fund Roadmap beds*

15           MR. SZABO: I would prefer to speak because I have  
16 notes. These are just my notes. But I will -- I will  
17 identify some key numbers.

18           So as we're looking at our financing plan for the  
19 remaining 4,252 beds, as I said, I wanted to take just a  
20 minute to talk about the Freeway agreement that -- and again,  
21 as the Court knows, we had an obligation to establish 6,700  
22 beds. The County contributed for a period of the five years,  
23 the period of the agreement, the settlement, \$60 million a  
24 year to pay for those services.

9                   As the Court knows, the Freeway agreement expires

10 this year, so we have received our last check from the County

11 to subsidize those services. I say subsidize because when we

12 made the agreement, the amount that the County was

13 contributing was about half of what it would cost to provide

14 the services for those beds.

19           So, number one, we have the expiration of the  
20 Freeway agreement. We will not be getting any more funding  
21 from the County for those. At the same time there is a  
22 conversation and a process ongoing that will likely result in  
23 a very significant increase in the bed rate.

2 So overnight, at the end of this fiscal year with the loss of  
3 the County 60 million and the increase of the bed rate, we  
4 could be looking at having to pay out \$150 million to add no  
5 beds, no new beds, and to provide no additional services just  
6 to keep open what we have open.

4           So we have a financing plan for 1,752 beds, and I  
5 would be making that recommendation to the council. We have  
6 identified the funding for that. For the remaining 2,500,  
7 our proposal would be to extend 2,500 of those 4,100 Freeway  
8 agreement beds under the new regime.

18           So our request to the Court would be to allow our  
19 final calculation of that 12,000 to include preserving 2,500  
20 of our Roadmap beds in addition to the master leasing, the  
21 tiny homes, the congregate shelter, and the long-term  
22 agreements in the motel.

7           MS. HASHMALL: Your Honor, so I am hearing the  
8 details of Mr. Szabo's plan that it sounds like he is working  
9 up to present to his council and his mayor. I obviously need  
10 to learn more about that, and I look forward to seeing that  
11 plan in more detail.

12           The agreement between the City and the County was a  
13 term of years, so it was always contemplated that it would  
14 expire. But I think, as Matt has identified in his proposal,  
15 if he is allowed to move those beds to his agreement with the  
16 City and the plaintiffs to which the County is not a party,  
17 the County would continue to provide resources for those  
18 beds.

19

So I don't think it's an issue of why is the County

20

stopping. The County has always been committed to providing

21

resources and, it sounds like under this proposal, would

22

still be providing resources. It would just be in a

23

different framework.



9                    As the Court knows, the Freeway agreement expires

10                   this year, so we have received our last check from the County

11                   to subsidize those services. I say subsidize because when we

12                   made the agreement, the amount that the County was

13                   contributing was about half of what it would cost to provide

14                   the services for those beds.

**“the City Council urges the Board of Supervisors to direct their departments to cover the full cost to operate and service all City beds and units created before and after the Roadmap agreement”**

why we need an evidentiary hearing:

- *does the city's proposal violate their settlement agreement?*
- *does the county's refusal to fund beds violate their settlement agreement?*

**supervisors**

**city officials**

**councilmembers**

**county officials**

Why won't the county continue funding for Roadmap beds?



Nov. 21, 1985: A sleeping man pulls himself into fetal position for extra warmth before dawn on cold sidewalk on Hill Street in downtown Los Angeles. (Ken Lubas / Los Angeles Times )

1984



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