

1 UMHOFFER, MITCHELL & KING LLP
Matthew Donald Umhofer (SBN 206607)
2 Elizabeth A. Mitchell (SBN 251139)
767 S. Alameda St., Suite 270
3 Los Angeles, California 90021
Telephone: (213) 394-7979
4 Facsimile: (213) 529-1027
matthew@umklaw.com
5 elizabeth@umklaw.com

6 *Attorneys for Plaintiffs*

7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 LA ALLIANCE FOR HUMAN
12 RIGHTS, *et al.*,

13 Plaintiffs,

14 v.

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

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

Assigned to Judge David O. Carter

**PLAINTIFF'S RESPONSE RE
DEFENDANT CITY OF LOS
ANGELES' REQUEST FOR
FURTHER CLARIFICATION**

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

1 Plaintiff LA Alliance for Human Rights (“LA Alliance”) respectfully submits
2 this response to Defendant City of Los Angeles’ Request for Further Clarification re
3 November 19 Hearing.

4 Defendant City, intentionally or mistakenly, confused the Court’s Order (Order
5 Responding to City’s Req. for Clarification [1074] (“Order”), Nov. 14, 2025, Dkt. No.
6 1079) responding to the City’s November 13, 2025 Request for Order for clarification
7 (Def.s’ Req. for Clarification Regarding November 19, 2025 Evidentiary Hr’g, Dkt.
8 No. 1074). In this Court’s most recent order (Order, Dkt. No. 1079), the Court
9 “elaborate[d]” on its November 7, 2025 Order to Show Cause re Contempt by
10 expressing its “concern[] the City has demonstrated a consistent pattern of delay, and
11 that the delay continues to this day as documented in the Special Master and Monitor’s
12 Reports.” (*Id.* at 2.) Thus, the City’s prior malfeasance in terms of bad faith and delay,
13 was raised by the Court not as a separate basis to hold the City in contempt but as part
14 of the City’s “consistent pattern of delay” which “continues to this day.” Because the
15 City consistently expresses confusion at what are otherwise clear orders, Plaintiff again
16 reiterates and restates the issues raised by the Court, Special Master, Data Monitor, and
17 Plaintiff, so Defendant cannot thereafter claim confusion or lack of notice.

18 **1) Undue Delay, Obfuscation, and Hampering Enforcement of a Court**
19 **Order.**

20 Special Master Martinez and Data Monitor Garrie¹ have both reported the City’s
21 delay and impedance of their responsibilities in monitoring and enforcing the SAO and
22 the Settlement Compliance Order (Order Granting in Part and Denying in Part Pl.’s
23 Mots. for Settlement Compliance (“Settlement Compliance Order”), June 24, 2025,
24 Dkt. No. 991.) (*See* Special Masters Request, Oct. 31, 2025, Dkt. No. 1060; Special
25 Master’s Report, Nov. 7, 2025, Dkt. No. 1065; Status Report of Monitor Daniel B.
26 Garrie for October 2025 (“Garrie Report”), Nov. 3, 2025, Dkt. No. 1063.) Monitor

27 _____
28 ¹ While Monitor Garrie’s appointment is currently stayed, the City’s actions in
delaying and obstructing his efforts are relevant to the issue of the City’s consistent
undue delay, obfuscation, and hampering enforcement of orders of this Court.

1 Garrie informed the Court that due to delays by City’s counsel and the City’s refusal to
2 provide access to systems or even describe the systems/databases, Monitor Garrie was
3 unable to provide any update to the Court at the November 12 hearing, as required by
4 the Court’s Settlement Compliance Order (Settlement Compliance Order, 57:16–17.)
5 The Monitor additionally reported the City failed to fully answer Monitor Garrie’s
6 questions, even when the responses were finally sent. (Garrie Report 7:17–25, Dkt. No.
7 1063.) The City was explicitly warned that failure to provide the Data Monitor with
8 “accompanying data on shelter or housing offers” beginning in October, 2025, “may
9 result in sanctions.” (Settlement Compliance Order 57:18–22.)

10 Likewise, the City waited until the last minute to respond to Special Master’s
11 requests, and many of the City’s responses to Special Master’s questions were
12 incomplete and evasive (“When [will] the verified PEH data [] be submitted[?]”
13 Verified PEH served data will be submitted once the City has received the data it needs
14 to verify those numbers and has verified that data.”; “Whether any milestone-related
15 data has been reviewed or documented in a way that could support future validation
16 efforts[.] The City does not know what you mean by ‘milestone-related data’ or ‘future
17 validation efforts,’ and accordingly cannot respond to this question without further
18 explanation.”) (Special Master’s Report Ex. B, Gibson Dunn Letter, Nov. 6, 2025, Dkt.
19 No. 1065), rather than providing full and complete answers or alternatively scheduling
20 a meeting or call with the Special Master to provide context or ask clarifying questions
21 if needed. Other recent examples of the City’s continued delay and obfuscation were
22 also raised in the November 12, 2025 hearing: (i) City’s refusal to pay Special Master
23 Martinez for months, insisting on revelation of privileged information prior to issuing
24 payment (Hr’g Tr. at 127–139, Dkt. No. 1076), (ii) objections to investigations and
25 refusal to investigate or respond when obvious fraud is found. (*Id.* at 117-127.)

26 This pattern and practice of delay and obfuscation by the City has been well-
27 documented over the last several years, with Alvarez & Marsal and Special Master
28 Martinez (“By consistently refusing to provide explanations and verification of its

1 reporting, the City has forced Plaintiffs into the position of investigating and
2 monitoring the numbers reported. Special Master Martinez and A&M were appointed
3 and paid to undertake that role, but the City has stalled and blocked them too from
4 achieving meaningful review.”) (Settlement Compliance Order 57:26-58:2, Dkt. No.
5 991); *see also* (Report 1, Dkt. No. 674; Report 2, May 14, 2025, Dkt. No. 904)), and
6 now Monitor Garrie (Garrie Report, Dkt. No. 1063), and Plaintiff (Pl.’s Req. for Court
7 Resolution of Dispute, Dkt. No. 1070; *See* XX – Dkt 678 (Stipulated Facts) and
8 March 8, 2024 Transcript (finding Plaintiffs “were misled” in “bad faith” Dkt 684,
9 12:11-13; 17:15-19)). The City’s conduct is also consistent with observations made by
10 this Court after the seven-day evidentiary hearing held earlier this year:

11 The pattern is clear: documentation is withheld until exposure is
12 imminent, public accountability is resisted until judicially mandated,
13 and the truth of reported progress remains clouded by evasive
14 recordkeeping. As the Court observed, these failures have
15 undermined public trust and judicial trust alike. (Settlement
16 Compliance Order 39:9–12, Dkt. No. 991.)

17 ...

18 When errors are found in the data reported, the City has repeatedly
19 ignored the errors or attacked the messenger instead of engaging
20 with and correcting the issues. This pattern has persisted for years
21 and is untenable if the City is to succeed in meeting its obligations
22 by 2027. The City’s inability or unwillingness to verify its reporting
23 or even explain how it counts and reports solutions was on stark
24 display during the evidentiary hearing. At no point during the costly
25 and time-intensive seven-day hearing did the City attempt to
26 substantiate its reporting which had been called into question by
27 Special Master Martinez, in addition to other witnesses, and which
28 A&M had not been able to replicate. (*Id.* at 48:10–17.)

1 . . .

2 In short, the City has been on notice for years that its data collection
3 and reporting is woefully insufficient but continues to ignore its
4 responsibility to report accurate numbers to the Court. (*Id.* at 49:13–
5 15.)

6 . . .

7 The inability to verify the City’s reporting is a serious roadblock to
8 compliance. In addition to the recent evidentiary hearing, confusion
9 over and inconsistencies within the reporting have led to dozens of
10 informal conferences, mediation sessions, and hearings throughout
11 this litigation. (*Id.* at 49:16–19.)

12 . . .

13 Finally, the City flouted its reporting responsibilities by failing to
14 substantiate its reporting and failing to provide accurate and
15 comprehensive data when requested by the Court, Special Master
16 Martinez, the Parties, and A&M. (*Id.* at 56:10–12.)

17 Courts have inherent power to address litigation abuses, including: “when a
18 party ‘shows bad faith by delaying or disrupting the litigation or by hampering
19 enforcement of a court order[.]’” *Chambers v. NASCO, Inc.*, 501 U.S. 32, 46 (1991)
20 (citation omitted). Likewise, sanctions are “justified when a party acts for *an improper*
21 *purpose*—even if the act consists of making a truthful statement or a non-frivolous
22 argument or objection.” *Fink v. Gomez*, 239 F.3d 989, 992 (9th Cir. 2001). And
23 sanctions are appropriate where conduct is “tantamount to bad faith” meaning
24 “recklessness . . . *combined with* an additional factor such as frivolousness,
25 harassment, or an improper purpose.” *Miller v. City of Phoenix*, 197 F. App’x. 624,
26 625 (9th Cir. 2006) (citation omitted); *see also David v. United States*, 820 F.2d 1038,
27 1044 (9th Cir. 1987) (“If attorneys insist upon approaching this court through the
28 woods of obfuscation, they should beware of the sanction wolf.”)

1 The City's actions in delaying, obfuscating, and generally avoiding compliance
2 with clear court orders subject it to a finding of contempt and potential sanctions.

3 **2) Violation of Section 7.1 of the Settlement Agreement Order (Order**
4 **Approving Stipulated Dismissal and Proposed Settlement ("SAO"), June**
5 **14, 2022, Dkt. No. 445), for Failing to "Provide Quarterly Status Updates**
6 **to the Court Regarding its Progress with [the SAO]²" to the Extent**
7 **Required by Section 7.1.**

8 Section 7.1 of the Settlement Agreement provides that:

9 The City will provide quarterly status updates to the Court regarding its
10 progress with this Agreement, including the number of housing or
11 shelter opportunities created or otherwise obtained, the number of beds
12 or opportunities offered, and the number of beds or opportunities
13 currently available in each Council District. The City will work with
14 LAHSA to include in the quarterly status updates, to the extent
15 possible: the number of PEH engaged, the number of PEH who have
16 accepted offers of shelter or housing, the number of PEH who have
17 rejected offers of shelter or housing and why offers were rejected, and
18 the number of encampments in each Council District.

19 (SAO, incorporating by reference, Settlement Agreement § 7.1, Dkt. No. 421-
20 1.)

21 The City has never reported the following information in any report to this
22 Court:

- 23 1) The number of beds or opportunities offered;
24 2) The number of beds or opportunities currently available;
25 3) The number of PEH engaged;

26 _____
27 ² The Settlement Agreement between the Plaintiffs and Defendant City was
28 incorporated into an order dismissing the case and retaining jurisdiction to oversee and
enforce compliance with the Settlement Agreement. (*See* SAO, Dkt. 445.)
Accordingly the SAO is a "specific and definite court order" *In re Dual-Deck*
Video Cassette Recorder Antitrust Litig., 10 F.3d 693, 695 (9th Cir. 1993).

- 4) The number of PEH who have accepted offers of shelter or housing;
- 5) The number of PEH who have rejected such offers and the reasons therefore;
and
- 6) The number of encampments in each Council District.

The City has never included the above information in any report before the Court. (*See* City Status Reports, Oct. 14, 2020, Dkt. No. 483; Jan. 17, 2023, Dkt. No. 516-1; Apr. 21, 2023, Dkt. No. 539-1; July 17, 2023, Dkt. No. 598-1; Oct. 16, 2023, Dkt. No. 652-1; Jan. 16, 2024, Dkt. 660-1; Apr. 15, 2024, Dkt. No. 728-1; July 15, 2024, Dkt. No. 757-1; Oct. 18, 2024, Dkt. No. 797-1; Jan. 22, 2025, Dkt. No. 858-1; Apr. 15, 2025, Dkt. No. 892-1; July 15, 2025, Dkt. No. 1011-1; Oct. 15, 2025, Dkt. No. 1051-1, Nov. 11, 2025, and Dkt. No. 1072-1; *see also* Independent Monitoring Report Year One (“Report 1”), Feb. 29, 2024, Dkt. No. 674 (“Quarterly status updates have been submitted to the Court on time, but these reports only contain the number of housing or shelter opportunities created or otherwise obtained, the number of beds or opportunities offered, and the number of beds or opportunities currently available in each Council District for each quarter thus far. The City is missing other key progress areas that must be reported to the Court and public quarterly. The City has yet to provide the court with the following information: *The number of PEH who have accepted offers of shelter or housing, *the number of PEH who have rejected offers of shelter or housing and why offers were rejected, *the number of encampments in each council district.”))

3) Violation of Section 24 of the SAO for Failure to Meet and Confer in Good Faith and Within a Reasonable Time³

Section 24 of the SAO provides:

If a dispute arises between the Plaintiffs and the City regarding the interpretation, performance, or enforcement of this Agreement, the

³ Also considered as part of the foundation for the City’s contemptuous delay and obfuscation as described *supra*.

1 Party raising the dispute shall provide written notice of the dispute to
2 all other Parties, and all Parties agree to meet and confer within a
3 reasonable time in a good faith effort to resolve any dispute. In the
4 event that the Parties are unable to resolve the dispute within a
5 reasonable time after the meeting, Plaintiffs or the city may,
6 pursuant to the Order, submit the matter to the Court for review and
7 decision.

8 (*Id.* § 24.)

9 LA Alliance sent at least eight emails requesting to meet and confer about the
10 City's apparent failure under Section 7.1 since July 25, 2025, and the City failed to
11 meaningfully meet and confer or address the issue, at times not responding to emails at
12 all. (*See* Pl.'s Req. for Court Resolution of Dispute, Nov. 10, 2025, Dkt. No. 1070.)

13 Plaintiff is additionally requesting the Court issue the following orders to the
14 City:

- 15 1) come into compliance with Section 7.1 immediately by reporting on the missing
16 categories in section (3) beginning no later than the next status report;
- 17 2) Respond to all LA Alliance, Special Master's, or the Data Monitor's⁴ inquiries
18 within 24 hours;
- 19 3) Meet and confer in good faith with Plaintiff, and meet with the Special Master
20 or Data Monitor upon request within three (3) business days of request; and
- 21 4) Provide all data requested by the Special Master, Data Monitor, or Plaintiff
22 within seven (7) days.
- 23 5) Provide to the Court and parties within seven days all measures taken to obtain
24 the verified PEH data and the expected timeline for obtaining and reporting the
25 following data:
 - 26 a. The number of beds/opportunities offered (as opposed to "obtained");

27
28 ⁴ All references to Data Monitor are requested to begin when Data Monitor is re-instituted upon Ninth Circuit resolution.

- b. The number of beds or opportunities currently available in each Council District;
 - c. The number of PEH engaged;
 - d. The number of PEH who have accepted offers of shelter or housing;
 - e. The number of PEH who have rejected offers of shelter or housing and why offers were rejected; and
 - f. The numbers of encampments in each Council District.
- 6) Daily sanctions for failure to come into compliance with orders.
 - 7) Extension of the Agreement for time period City is out of compliance
 - 8) Payment of Plaintiff's fees and costs in an amount according to proof.

Dated: November 17, 2025

Respectfully submitted,

/s/ Elizabeth A. Mitchell

UMHOFER, MITCHELL & KING, LLP

Matthew Donald Umhofer

Elizabeth A. Mitchell

Attorneys for Plaintiffs