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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 LA ALLIANCE FOR
HUMAN RIGHTS' REQUEST FOR
STATUS CONFERENCE RE
COUNTY COMPLIANCE**

Complaint Filed: March 10, 2020
SASC Filed: July 15, 2022
Settlement Filed: Sept. 29, 2023

**PLAINTIFFS' REQUEST FOR A STATUS CONFERENCE REGARDING THE
COUNTY'S COMPLIANCE WITH THE SETTLEMENT AGREEMENT**

Plaintiff LA Alliance for Human Rights ("Plaintiff" or the "Alliance") respectfully request that the Court set a status conference during the last two weeks of July or the first week of August 2026¹ to address the County of Los Angeles's (the "County") compliance with its obligations under the parties' Settlement Agreement (the "Agreement"). The request follows a letter recently submitted to the Court by Los Angeles City Councilwoman Monica Rodriguez raising serious concerns about the County's performance (Letter from Councilwoman Rodriguez ("Rodriguez Letter"), June 15, 2026, Dkt. No. 1310), and it is consistent with deficiencies the Alliance has document with Special Master Goethals over the past year that remain unresolved. The County's own most recent quarterly status report—for the quarter ending March 31, 2026 (Def. County. of LA's Status Report Pursuant to Settlement Agreement for Quarter Ending Mar. 31, 2026 ("County Quarterly Report"), May 29, 2026, Dkt. No. 1298)—confirms those concerns.

I. Councilwoman Rodriguez Has Advised the Court That Severely Mentally Ill Residents Remain Stranded in City-Funded Sites Without County Care.

On June 15, 2026, Councilwoman Monica Rodriguez submitted a letter to the Court reporting that the County is failing to serve as the provider of mental and public health services for residents of City-funded interim housing. (Rodriguez Letter at 2, Dkt. No. 1310.) Under the Agreement, the County "shall fund and provide supportive services for interim housing . . . units financed by the City," including "mainstream" services such as "mental health services, substance use disorder services, and benefits advocacy services to clients who meet eligibility criteria for these services." (County Settlement Agreement § D.1.i, Sept. 29, 2023, Dkt. No. 647.) Although the County

¹ Counsel for Plaintiff, Elizabeth Mitchell, is out of the country June 29, 2026 through July 17, 2026. Plaintiff also understands that Special Master Goethals is unavailable starting August 5, 2026 for 1–2 weeks. If the weeks suggested do not work for the Court, Plaintiff respectfully requests a status conference at the soonest possible time after Special Master Goethals returns.

1 committed to provide these services to residents of City-funded interim housing, the
2 Councilwoman reported that “many individuals who require a higher level of care than
3 the City is equipped to provide remain in City-funded sites.” (Rodriguez Letter at 2, Dkt.
4 No. 1310.) She emphasized that “[t]he City cannot continue to serve as the long-term
5 service provider for these residents[,]” because it “does not have Public Health or Mental
6 Health Departments nor does it have the resources or authority to meet their specialized
7 needs.” (*Id.*) As a result, she explained, “significant strain continues to be placed on
8 City-created shelter beds, the service providers responsible for operating these sites, and
9 the individuals who are living there.” (*Id.*)

10 Councilwoman Rodriguez asked the Court to order the County to provide a report
11 detailing the number of severely mentally ill (“SMI”) individuals transitioned from City-
12 funded sites into County-operated programs; a comprehensive breakdown of the SMI
13 individuals who remain in City-funded sites and require County-supported long-term
14 care; and a detailed plan and timeline for transitioning those individuals into appropriate
15 County care and housing programs. (*Id.* at 3.) Plaintiffs share these concerns and support
16 that request.

17 **II. The County’s Own March 31, 2026 Status Report Confirms the Compliance**
18 **Deficiencies the Alliance Has Raised for the Past Year.**

19 The problems Councilwoman Rodriguez identified are not new. Plaintiffs have
20 raised the same and related compliance concerns with the County and the Special Master
21 throughout the past year, which has resulted in multiple email exchanges and meet-and-
22 confers but no concrete changes. The County’s most recent quarterly status report
23 (County Quarterly Report, Dkt. No. 1298) and its exhibits confirm that these issues
24 remain unresolved.

25 **A. Insufficient Services to Interim and Permanent Facilities (Exhibits A1**
26 **and A2).**

27 The County’s service-utilization exhibits reflect engagement well below the
28 documented need, particularly for mental health services; this is the exact concern

Councilmember Rodriguez identifies. Exhibit A1, summarizing County mainstream services accessed by residents of the City’s interim housing sites, shows minimal Department of Mental Health engagement across most sites—with many interim housing locations reporting zero clients accessing DMH services during the reporting period, well below the documented need. (*See* County Quarterly Report Ex. A1, Dkt. No. 1298.) That pattern is consistent with the persistent reports from service providers and council districts that residents needing behavioral health care are not being reached. The County is obligated to “fund and provide supportive services for interim housing and permanent supportive housing units financed by the City” including “public assistance programs, mental health services, substance use disorder services, and benefits advocacy services to clients who meet eligibility criteria for these services.” (County Settlement Agreement § D.1.i, Dkt. No. 647).

Exhibit A2, addressing the City’s permanent supportive housing, raises a related concern. Although intensive case management services (“ICMS”) are intended to be provided to PSH residents, Exhibit A2 reflects multiple sites where the number of units receiving ICMS is lower than the resident head count, leaving residents without the case management the program is designed to deliver. (*See* County Quarterly Report Ex. A2, Dkt. No. 1298.) The Alliance seeks an explanation of these gaps and confirmation that PSH residents are receiving the services to which they are entitled.

During and after the parties’ meet-and-confer sessions the Alliance posed the following questions to the City which the City’s counsel has not answered, but Councilmember Rodriguez’s letter appears to address.

- i) Do the service providers at the interim facilities and those who operate permanent facilities agree that service provision is sufficient? *Councilmember Rodriguez’s letter appears to represent that service provision is insufficient.*

- 1 ii) Is the issue limited to DMH or is it across-the-board/relevant to other
2 departments as well? *Councilmember Rodriguez’s letter includes*
3 *“Public Health” as well*
- 4 iii) Other than “service connection days”, the service provider is
5 responsible for evaluations and referrals to county services—is this
6 a sufficient process? *Councilmember Rodriguez’s letter appears to*
7 *represent this is an insufficient process.*
- 8 iv) Does County need to proactively evaluate as each new person enters?
9 *Councilmember Rodriguez’s letter appears to answer in the*
10 *affirmative.*

11 **B. Referrals From City-Funded Outreach Workers to County**
12 **Departments (Exhibit E).**

13 The County is obligated to provide “City-funded outreach teams with access to
14 [DMH], [DHS], [DPSS], and [DPH] services directly and through coordination with
15 [MDTs] and [HOME] teams assigned within the City.” (County Settlement Agreement
16 § D.1.ii, Dkt. No. 647.) For the entire three-month reporting period, the County
17 populated a report from HMIS identifying just 217 total referrals, which it cross-
18 referenced against the City’s list of 147 City-funded outreach workers. (County
19 Quarterly Report at 3, Dkt. No. 1298.) Of those 147 outreach workers, the County
20 reports that “only 4 documented contacts or service requests (one each)” using the HMIS
21 referral pathways—and of those 4, only 2 individuals were successfully reached. (*Id.* at
22 3–4; *see also id.* Ex. E.)

23 Four documented referrals out of 147 outreach workers over three months, with
24 two successful contacts, does not demonstrate compliance—it demonstrates the
25 opposite. This result is consistent with the systemic breakdown in outreach-to-County
26 connection that the Alliance and service providers have reported throughout the past
27 several years. The County devised this HMIS referral-pathway methodology as its
28 chosen means of demonstrating compliance with its reporting obligations. If the method

1 the County selected yields numbers this implausibly low, then either the County is not
2 meeting its underlying obligation to provide City-funded outreach teams with
3 meaningful access to County services, or the method is broken and the County must
4 develop one that actually captures and demonstrates compliance. Either way, the current
5 reporting does not show that the County is performing.

6 On April 22, 2025 the Chief Legislative Analyst for the City of Los Angeles,
7 Sharon Tso, submitted a report titled “Homelessness Outreach Inventory and Needs
8 Assessment Report” the CLA noted “several immediate challenges to successful service
9 delivery” which included “Referrals to County Services.” City of Los Angeles, Office
10 of the Clerk of the City of Los Angeles, *Homelessness Outreach Inventory and Needs
11 Assessment Report* at 9 (Apr. 22, 2025), [https://cityclerk.lacity.org/online/docs/2023/23-
12 1182_rpt_cla_04-22-25.pdf](https://cityclerk.lacity.org/online/docs/2023/23-1182_rpt_cla_04-22-25.pdf) (“Council Offices uniformly report that referrals to County
13 services are not occurring in a way that meets the needs of PEH in their Districts.”).
14 Alliance queries to the City about whether this analysis has been updated and changed
15 in September, 2025 did not receive a response; however the letter from Councilmember
16 Rodrgiuez suggests that the CLA report remains accurate and the County may not be
17 meeting its obligation in this regard.

18 **C. High-Service-Need Beds Available to County Outreach Teams**
19 **(Exhibit B).**

20 The Agreement obligates the County, “[t]hroughout the term of this Agreement,”
21 to “make reasonable best efforts to ensure County outreach teams . . . have access to
22 County Homeless Initiative-funded high service need interim housing beds for PEH in
23 the City, and that those beds shall either be exclusively for use by, or prioritize, PEH in
24 the City.” (County Settlement Agreement § D.2, [Dkt. No. 647](#).) The County’s reporting
25 does not demonstrate that City PEH have access to those beds or are being prioritized as
26 required. During the reporting period, the County received 240 referrals from County
27 outreach teams assigned to work within the City but accepted only 66 PEH into high-
28

1 service-need interim housing beds. (County Quarterly Report at 7, Dkt. No. 1298; *see*
2 *also id.* Ex. B.)

3 Confusingly, the County reports cumulative “to-date” totals—1,987 total
4 referrals, of which 1,016 have resulted in or are pending placement (County Quarterly
5 Report at 7, Dkt. No. 1298)—that obscure the low quarter-over-quarter throughput. The
6 County also limits its reporting to referrals from its own MDT and HOME outreach
7 teams, even though referrals to these beds can originate from many sources. The
8 Alliance has repeatedly requested that the County report all referrals to high-service-
9 need beds and explain how it prioritizes City PEH for them, consistent with its Section
10 D.2 obligation. Those requests remain unaddressed.

11 **D. Mental Health and Substance Use Disorder Beds (Exhibit C).**

12 The County reports adding 251 net new mental health and substance use disorder
13 beds this quarter, bringing its cumulative total to 2,980 beds against the December 2026
14 milestone of 3,000 new beds. (*Id.* at 6; *see also id.* Ex. C.) While Exhibit C now includes
15 a column reflecting “CHANGE DOCUMENTED DURING [THE] REPORT
16 PERIOD[,]” the Alliance has never received confirmation—despite repeated asks—that
17 the County’s total bed capacity has actually increased on a net basis since the inception
18 of the Agreement, as opposed to beds being closed in some locations while others open
19 with no genuine net gain. (County Quarterly Report Ex. C, Dkt. No. 1298.) Cumulative
20 reporting of beds “DEVELOPED/CONTRACTED” since June 14, 2022 does not
21 establish the number of beds have increased. (*Id.*) The Alliance continues to seek
22 verification—supported by underlying data—that the County has produced a real, net
23 increase in operational capacity consistent with its phased bed obligations under the
24 Agreement and its addenda.

25 **E. Data Integrity and Verification.**

26 Underlying each of these issues is a continuing lack of transparency in the
27 County’s reporting. The Alliance cannot reconcile how the County derives its figures
28 and has repeatedly requested supporting documentation (or that the Special Master is

1 given access thereto). While the County represents that it continues to work with the
2 Special Master on data verification (County Quarterly Report at 10, Dkt. No. 1298), the
3 deficiencies reflected in the exhibits—and the gap between the County’s claims of
4 compliance and the data it reports—demonstrate why independent verification and the
5 Court’s attention are warranted.

6 **III. A Status Conference Is Warranted.**

7 Councilwoman Rodriguez’s letter and the Alliance’s longstanding, unresolved
8 concerns together demonstrate that the County’s compliance with the Agreement
9 warrants the Court’s attention. The County’s obligations under Section D run through
10 the end of fiscal year 2026/2027, and the December 2026 bed milestones are imminent,
11 making timely resolution essential. Plaintiffs therefore respectfully request that the
12 Court set a status conference during the last two weeks of July or the first week of August
13 2026 to address the County’s compliance, including the reporting Councilwoman
14 Rodriguez has requested and the deficiencies identified above.

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16 Dated: June 25, 2026

Respectfully submitted,

17
18 /s/ Elizabeth A. Mitchell

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