

1 LOUIS R. MILLER (State Bar No. 54141)
smiller@millerbarondess.com
2 MIRA HASHMALL (State Bar No. 216842)
mhashmall@millerbarondess.com
3 JASON H. TOKORO (State Bar No. 252345)
jtokoro@millerbarondess.com
4 LAUREN M. BRODY (State Bar No. 337858)
lbrody@millerbarondess.com
5 MILLER BARONDESS, LLP
6 2121 Avenue of the Stars, Suite 2600
7 Los Angeles, California 90067
Telephone: (310) 552-4400
8 Facsimile: (310) 552-8400

9 Attorneys for Defendant
10 COUNTY OF LOS ANGELES

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
13

14 LA ALLIANCE FOR HUMAN
15 RIGHTS, et al.,
16 Plaintiffs,
17 v.
18 CITY OF LOS ANGELES, et al.,
19 Defendants.
20

CASE NO. 2:20-cv-02291 DOC (KES)
COUNTY OF LOS ANGELES'S
RESPONSE TO JUNE 15, 2026
LETTER FROM
COUNCILMEMBER MONICA
RODRIGUEZ AND PLAINTIFFS'
REQUEST FOR STATUS
CONFERENCE

Assigned to the Hon. David O. Carter
and Magistrate Judge Karen E. Scott

1 **I. INTRODUCTION**

2 The County of Los Angeles (“County”) files this response at the
3 recommendation of Monitor Thomas Goethals, with whom the County has been in
4 ongoing discussions since Councilwoman Monica Rodriguez’s letter was filed by
5 the Court on CM/ECF on June 15, 2026 ([Dkt. 1310](#)). While preparing this filing,
6 and without prior notice, the County received Plaintiffs’ request for a status
7 conference ([Dkt. 1314](#)).

8 The County remains committed to fulfilling its obligations under its
9 Settlement Agreement, including addenda (together, “Agreement”). Since the
10 Agreement was executed nearly three years ago, the County has met each of the
11 specified benchmarks and continues to report compliance with the Agreement’s
12 requirements. The County addresses Councilwoman Rodriguez’s letter and
13 Plaintiffs’ status conference request in turn below.

14 **II. COUNCILMEMBER RODRIGUEZ’S LETTER**

15 Individual Council Districts are not parties to this case or to the City or
16 County’s settlement agreements. In the past, Council Districts have typically raised
17 inquiries through Special Master Michele Martinez, and the County has participated
18 in those discussions—for example, by attending Learning Sessions, field visits, and
19 meetings with service providers. Councilmember Rodriguez did not previously
20 raise the issues in the June 15, 2026 letter with the County directly or through
21 Special Master Martinez.

22 The County is in regular correspondence with Monitor Goethals related to its
23 own settlement agreement, and had a meeting with Monitor Goethals the same day
24 Councilmember Rodriguez’s letter appeared on the docket. The County informed
25 him that it was reviewing the letter and requested his advice on whether to prepare a
26 formal response or engage in more informal dialogue involving him and/or Special
27 Master Martinez to address any questions, as has been the parties’ typical approach.
28 Monitor Goethals initially recommended a more informal dialogue, and a follow-up

1 call was scheduled. Upon further discussion, Monitor Goethals recommended that
2 the County file this response.

3 The County appreciates Councilmember Rodriguez’s commitment to the
4 needs of people experiencing homelessness within her District. However, her letter
5 appears to proceed from a misunderstanding of the County’s specialty mental health
6 system and conflates distinct categories of service in a manner that could create
7 confusion for the Court and the public.

8 Councilmember Rodriguez’s letter suggests the existence of a potential gap in
9 the provision of mental health services across the City’s housing sites, but County-
10 funded specialty mental health services are available to all eligible individuals
11 regardless of Council District or housing status. Not everyone in City-funded
12 interim housing who presents with a behavioral issue has a clinically diagnosed
13 Serious Mental Illness (“SMI”), which is the population served by the County’s
14 Department of Mental Health (“DMH”), and, perhaps most importantly, individuals
15 in City-funded interim housing sites who do have an SMI do not need to be
16 physically “transitioned” out of those sites and into County facilities in order to
17 receive specialty mental health services. The letter’s framing presupposes an
18 either/or model—whereby individuals must be moved from City housing into
19 County care—that does not reflect how the system is designed to work and would be
20 clinically inappropriate for most individuals. An individual can be safely housed in
21 a City-funded site and simultaneously receive specialty mental health services from
22 the County. The County reports on this quarterly.

23 It would be inappropriate to gauge the effectiveness of specialty mental health
24 services by measuring movement from interim housing to DMH-contracted in-
25 patient treatment beds, which are reserved for individuals experiencing severe
26 mental health crises. Assuming someone with a diagnosed mental health disability
27 needs to be moved out of City-funded interim housing solely on the basis of that
28 diagnosis could also raise significant concerns regarding housing discrimination.

1 The focus should be on ensuring that appropriate services are accessible wherever
2 an individual is housed—not on relocating individuals based on a diagnosis, or
3 perceived diagnosis, alone.

4 Representatives of the City and County already meet regularly to discuss
5 these issues, and the County has consistently participated in collaborative efforts to
6 ensure individuals experiencing homelessness receive appropriate services. The
7 County would nevertheless welcome further discussion with Councilmember
8 Rodriguez to strengthen the existing relationships between her office and the
9 County’s Department of Mental Health, and to better understand any specific
10 anecdotes or observations that motivated her letter. The County would be happy to
11 discuss, *inter alia*, the services currently being delivered to individuals in City-
12 funded interim housing in her District and across the County—including the Interim
13 Housing Outreach Program (“IHOP”), the Universal Entry Point and Unified Entry
14 and Referral process, and the County’s broader network of specialty mental health
15 providers—as well as to clarify some of the ambiguous terminology used in the
16 letter, which does not correspond to established clinical categories of acuity or to the
17 terms of the Agreement, and which may not be appropriate for purposes of
18 fashioning a meaningful response.

19 The County remains a willing partner in this effort and is prepared to provide
20 Monitor Goethals or the Court with any additional information that would be
21 helpful.

22 **III. PLAINTIFFS’ REQUEST FOR STATUS CONFERENCE**

23 The County has reviewed Plaintiffs’ request as well as the Agreement and
24 strongly disagrees that there is any basis for Plaintiffs’ suggestion of a potential
25 breach. Moreover, the County is concerned that, despite the ongoing and proactive
26 engagement of Monitor Goethals, Plaintiffs continue to eschew the mandatory
27 requirements for raising an allegation of breach pursuant to the Agreement. (*See*
28 *Agmt §§ P.1.i & T.*)

1 With respect to potential disputes, the Agreement provides for the following
2 process:

3 **P. Dispute Resolution:**

4 **1.** The Parties agree that the procedures
5 contained in this Section are the required and exclusive
6 steps for resolving any dispute between the Parties arising
7 out of or relating to this Agreement or any Party's rights or
obligations hereunder ("Dispute").

8 **i. Dispute Initiation/Right to Cure:** In the
9 event of any dispute between the Parties arising out
10 of or relating to this Agreement or any Party's rights
11 or obligations hereunder, a Party wishing to raise a
12 claim, demand, or cause of action (the "Claiming
13 Party") shall, before taking any other action
14 concerning the dispute, provide to the Responding
15 Party written notice setting out in reasonable detail
16 the nature of the dispute and the relief sought
17 ("Notice of Dispute"). The Parties shall meet and
18 confer within a reasonable time in a good-faith effort
19 to resolve the dispute through informal negotiations.
20 Any party that is alleged in a Notice of Dispute to be
21 in breach of this Agreement, and who, after meeting
22 and conferring, requests an opportunity to cure, shall
23 have up to one hundred twenty (120) days after
receipt of the Notice of Dispute to cure such alleged
breach, unless otherwise agreed ("Cure Period"). No
Party will be considered in breach of this Agreement
unless it is alleged that such Party has failed to
substantially perform its obligations under this
Agreement ("Breach").

24 **ii. Judicial Enforcement:** If, after
25 exhausting the dispute resolution procedures
26 described in Section (P)(1)(i), the Claiming Party still
27 alleges the Responding Party is in breach of this
28 Agreement, the Claiming Party may file a notice of
breach and request for judicial enforcement in the
District Court to remedy such alleged breach. The

1 District Court retains jurisdiction, at its discretion,
2 for purposes of enforcing this Agreement until the
3 end of fiscal year 2026/2027 (*i.e.*, June 30, 2027).
4 The only relief that any Party may seek in the event
5 of an alleged Breach of this Agreement will be an
6 order compelling specific performance of the
7 Agreement. No Party may seek monetary damages
8 of any kind as a result of an alleged Breach.

7 2. Each Party shall bear his, her, or its own costs
8 and fees in connection with any of the dispute resolution
9 processes under this Section.

9 (Dkt. 647, § P.) The Parties further agreed to retain a Monitor “for the purpose of
10 assisting the Court in overseeing and enforcing this Agreement, including resolving
11 Disputes per Section P.1.i.” (*Id.* at 38 (Second Addendum), § T.) The Honorable
12 Thomas Goethals (ret.) has been the County Monitor for approximately the last year.

13 Plaintiffs bypassed this process entirely. Many issues in their filing are raised
14 for the first time, without prior communication to the County. The more general
15 issues Plaintiffs raise regarding data verification have been the subject of a
16 productive process that continues to occur between the County and Monitor
17 Goethals, as documented in the County’s quarterly status reports. For example, the
18 County has: (a) prepared a presentation on the source and reliability of the County’s
19 reported data; (b) revised the format and provided additional clarifying information
20 in its quarterly reports; (c) arranged site visits for the Monitor; (d) facilitated
21 meetings with high-level County officials; (e) arranged ride-alongs with
22 Multidisciplinary Teams and HOME teams; (f) connected the Monitor with contract
23 management personnel; and (g) offered additional site visits, documents, and access
24 in response to specific requests for validated data.

25 Plaintiffs’ request circumvents the contractual dispute resolution process,
26 undermines the structure the parties negotiated and the Court approved, and risks
27 derailing the productive verification efforts Monitor Goethals is already conducting.
28

1 The approaching end of the Agreement does not justify bypassing the agreed-upon
2 process—particularly where the County has met every milestone since execution.

3 The County requests that the Court defer any status conference until, at
4 minimum, the parties complete the dispute resolution process under the Agreement.
5 This approach respects the parties’ bargained-for rights, preserves the integrity of
6 the Monitor’s work, and avoids unnecessary judicial intervention where the parties’
7 own agreement provides an adequate mechanism for resolution.

8 **IV. CONCLUSION**

9 The County welcomes a continued dialogue with Councilmember Rodriguez
10 and/or Monitor Goethals to clarify the record and to ensure that the Court has
11 accurate information regarding how County-funded mental health services are
12 delivered to individuals in City-funded interim housing sites. The County further
13 respectfully requests that the Court deny or defer Plaintiffs’ request for a status
14 conference at this time.

15
16 DATED: June 30, 2026

MILLER BARONDESS, LLP

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19 By: /s/ Mira Hashmall
20 MIRA HASHMALL
21 Attorneys for Defendant
22 COUNTY OF LOS ANGELES
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MILLER BARONDESS, LLP

ATTORNEYS AT LAW
2121 AVENUE OF THE STARS, SUITE 2600 LOS ANGELES, CALIFORNIA 90067
TEL: (310) 552-4400 FAX: (310) 552-8400