

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

KATIE A., et al.,

Plaintiffs,

v.

DIANA BONTA, et al.,

Defendants.

**NOTICE OF PROPOSED  
SETTLEMENT AGREEMENT AND  
SETTLEMENT HEARING**

Assigned to the Hon. John A. Kronstadt  
and Magistrate Judge Frederick F.  
Mumm

**The proposed settlement may affect your rights. Please read carefully.**

**PURPOSE OF THIS NOTICE**

This notice informs you about the proposed settlement of claims in a class action lawsuit against Los Angeles County, the Los Angeles Department of Children and Family Services (“DCFS”), and the Director of DCFS (collectively, the “County”). This Notice summarizes the Settlement and sets forth what you must do if you object to the terms of the Settlement. You are receiving this Notice because you have been identified either as a possible member of the class or as a person who may be concerned with the interests of class members.

**BRIEF DESCRIPTION OF THE LAWSUIT**

This class action suit has sought to improve the mental health and other supportive services available to children and youth who are in foster care in Los Angeles County or who are at imminent risk of placement in foster care. The lawsuit was filed

on July 18, 2002, in federal court in Los Angeles.<sup>1</sup> The lawsuit alleged violations of federal Medicaid laws, Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and California Government Code Section 11135, as well as the Due Process Clauses of the federal and state Constitutions. *The lawsuit does not seek to recover any monetary damages.*

The County denied all wrongdoing but entered into a settlement agreement in 2003 (“Prior Settlement Agreement”), aimed at improving the provision of mental health services to children in the County’s child welfare system. From 2003 until January 2019, the County and Plaintiffs (together, the “Parties”) with the advice and assistance of an Advisory Panel of experts worked together to change the County’s delivery of mental health services and its child welfare system. Up until the present day, the Court has maintained jurisdiction over the County to enforce the terms of the Prior Settlement Agreement.

On August 26, 2019, the County filed a motion to terminate the Court’s jurisdiction and release the County from this lawsuit on the grounds that there are no ongoing violations of federal law authorizing continued judicial supervision of the County (the “Motion”). But, rather than litigate the Motion, the Parties have agreed to a new settlement agreement (“Settlement Agreement”).

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<sup>1</sup> Plaintiffs also sued the directors of the California Department of Health Services and California Department of Social Services and reached a separate settlement on behalf of a State-wide class with the State Defendants in 2011. The Court ended its jurisdiction over the Settlement with the State Defendants in 2014.

This Notice **only** provides a summary of the Settlement Agreement. The full Settlement Agreement and related court documents in this case can be viewed at [www.KatieASettlement.com](http://www.KatieASettlement.com). If you would like to receive printed copies in the mail, please call 1-888-212-3832. If you have any questions about the Settlement Agreement, you can contact Plaintiffs' Counsel by mail at P.O. Box 3742, Beverly Hills, CA 90212 or by email at [KatieANotice@gmail.com](mailto:KatieANotice@gmail.com).

### **DESCRIPTION OF THE CLASS**

This case has been certified as a class action against the County on behalf of a class of children and young adults in Los Angeles County who:

- (a) Are in the custody of DCFS in foster care or are at imminent risk of foster care placement by DCFS;
- (b) Are eligible for services under the Early and Periodic Screening, Diagnostic and Treatment ("EPSDT") program of the Medicaid Act as defined in 42 United States Code Section 1396 et seq.;
- (c) Have a mental illness or condition that is documented, or had an assessment been completed, could have been documented; and
- (d) Need individualized mental health services, including but not limited to professionally acceptable assessments, behavioral support and case management services, family support, crisis support, therapeutic foster care, and other medically necessary services in the home or in a home-like setting, to treat or ameliorate their illness or condition.

Children and youth who fit the above description are Class Members.

### **SUMMARY OF THE TERMS OF THE SETTLEMENT**

The main objectives of the Settlement Agreement are to: (1) increase the number of Class Members who receive Intensive Care Coordination (“ICC”) and/or Intensive Home Based Services (“IHBS”), when medically necessary, in a timely manner, in sufficient quantity, and for a sufficient amount of time, (2) prevent the unnecessary psychiatric hospitalization, placement in a Short-Term Residential Therapeutic Program (“STRTP”) or group home, or multiple placement of Class Members, (3) provide Therapeutic Foster Care (“TFC”) to Class Members for whom this mental health service is medically necessary, (4) allow the County to exit this litigation by the Expiration Date (see below for definition), and (5) allow the Parties to avoid the risk and expense of litigating the County’s Motion. Attached to this Notice is a brief description of the critical mental health services.

As part of the Settlement Agreement, the County has agreed to make a number of additional reforms to the delivery of mental health services and its child welfare system for the benefit of the Class Members, including:

- The County will make it easier for Class Members to receive ICC, IHBS and other mental health services when medically necessary by (1) requiring ICC to be provided without prior approval from the County, (2) providing ICC and IHBS without the Class Member having to be in a specific program, such as the Wraparound Program or the Intensive Field Capable Clinical Services Program,

and (3) allowing family members, caretakers, providers or others to directly request mental health services, including ICC and IHBS, without having to go through DCFS;

- The County Department of Mental Health (“DMH”) and its providers will be required to provide ICC, IHBS and other mental health services as promptly as necessary to meet the Class Member’s mental health needs to avoid unnecessary hospitalization, placement in an STRTP, and/or need for Psychiatric Mobile Response Team or other crisis intervention services.
- Class Members who have been hospitalized for a psychiatric condition, or for whom Psychiatric Mobile Response Team or other crisis intervention have been requested, or who are discharged from an STRTP, will be automatically referred by the County to DMH or one of DMH’s providers for a timely determination of the need for ICC, IHBS and other mental health services if the Class Member is not already receiving ICC and/or IHBS.
- The DCFS social worker or DMH will identify Class Members who lose their existing placement or are at risk of losing their placement (placement disruption) due to their mental health condition or behavior, and will work with the family/caretaker, the Class Member and providers to try to maintain the existing or new placement, as well as address the Class Member’s mental health treatment needs, including by providing ICC and IHBS.
- The County DMH or a DMH provider will (1) timely determine whether the

Class Member needs ICC, IHBS and/or Specialty Mental Health Services (“SMHS”), when a request or referral for such services is made, including a request or referral by DCFS for a determination of a class member’s need for SMHS; and (2) timely provide these services with the requisite consent when the Class Member is determined to need SMHS, consistent with applicable state law, regulations, and guidance.

- The County will determine whether Class Members who experience certain potentially traumatic or difficult events, such as moving to a new foster home, need ICC, IHBS or other mental health services.
- The County will provide more information and written materials, including the required beneficiary handbook, about available mental health services to Class Members and/or their caregivers and the ways to directly request these services from the County.
- The County will work to ensure that Class Members with intellectual and/or developmental disabilities receive necessary mental health services and specialized resources.
- The County will undertake efforts to expand the availability of Therapeutic Foster Care.
- The County will train County employees and other stakeholders on these new reforms.

The Court will terminate jurisdiction over the County and the lawsuit will end on

June 30, 2021 or the date the Court grants final approval of the Settlement Agreement, whichever is later (the “Expiration Date”). After the Expiration Date, the County will not have any obligations under the Settlement Agreement except those that already exist under federal and state law.

The Settlement Agreement does not affect a Class Member’s rights, if any, to recover monetary damages on any claims, individual or otherwise, or to seek injunctive and declaratory relief on any individual claims. The Settlement Agreement does release all claims by Class Members for injunctive and declaratory relief on a class-wide basis against the County for conduct that occurred before September 21, 2020, and that arose from the identical factual bases as the claims at issue in this lawsuit.

A number of law firms have represented the Class in connection with the County’s Motion and the settlement negotiations (“Plaintiffs’ Counsel”). Subject to Court approval, the County has agreed to pay Plaintiffs’ Counsel \$1,412,095.00 for their past work, costs and expenses and for any future attorneys’ fees, costs and expenses before the Expiration Date.

### **PROCEDURES FOR OBJECTING TO THE SETTLEMENT**

**IF YOU AGREE WITH THE PROPOSED SETTLEMENT AGREEMENT WITH THE COUNTY, YOU DO NOT NEED TO TAKE ANY ACTION.** You may be present at the public hearing on the proposed settlement (the “Fairness Hearing”) where the Judge will determine whether the Settlement Agreement is fair, reasonable, and adequate as to members of the class.

IF YOU HAVE OBJECTIONS TO THE PROPOSED SETTLEMENT AGREEMENT, THEN PLEASE MAIL THESE OBJECTIONS NO LATER THAN THE DEADLINE OF OCTOBER 17, 2022 to the Katie A. Settlement Administrator, P.O. Box 64053, St. Paul, MN 55164. Your objection should include your name and address. If you have retained a lawyer to help you make an objection, you should include the name, address and telephone number of your attorney. Your objection may be accompanied by supporting papers or a brief. Please be specific about the grounds for the objection. If you do not mail your objection by the deadline of October 17, 2022, the Court is not required to consider your objection and can bar you from appearing at the Fairness Hearing.

**HEARING ON THE FAIRNESS OF THE SETTLEMENT INCLUDING  
REASONABLENESS OF ATTORNEYS' FEES**

As mentioned above, the Court will hold the Fairness Hearing to review the proposed Settlement Agreement and to decide whether the agreement is fair, reasonable and adequate as to members of the class and should be finally approved. The Fairness Hearing will be held on December 5, 2022 at 8:30 a.m. in the Courtroom of the Honorable John Kronstadt of the United States District Court for the Central District of California, First Street Courthouse, 350 W. First Street, Courtroom 10B, Los Angeles, CA 90012.

*You may attend this hearing virtually or in-person.* If you wish to speak at the hearing to support or oppose the proposed Settlement Agreement, you should send a



letter stating your name, mailing address and desire to speak at the hearing.

You should send the letter no later than October 17, 2022 to Katie A. Settlement Administrator, P.O. Box 64053, St. Paul, MN 55164. The Katie A. Settlement Administrator will send your request to the Court, the Court will either grant or deny your request, and you will then receive notice of the Court's decision before the Fairness Hearing. If the Court approves the Settlement Agreement after the Fairness Hearing, it will be binding upon all members of the class.

The proposed Settlement Agreement contains a provision for an award of Attorneys' Fees, costs and litigation expenses to Plaintiffs' Counsel. On the same date and at the same location as the Fairness Hearing, either during the Fairness Hearing or immediately thereafter, the Court will also hear any objections with respect to this award of fees, costs and litigation expenses to Plaintiffs' Counsel ("Attorneys' Fees Hearing"). The application for Attorneys' Fees, costs and litigation expenses shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the other terms of the proposed Settlement Agreement provided for herein.

The Fairness Hearing and any separately ordered Attorneys' Fee Hearing may be rescheduled by the Court.

### **OBTAINING ADDITIONAL INFORMATION**

A copy of the Settlement Agreement and accompanying proposed Stipulated Judgment can be found at the following website: [www.KatieASettlement.com](http://www.KatieASettlement.com). If you

would like to receive a printed copy of these documents in the mail, please call 1-888-212-3832. If you have questions about this Notice or the Settlement, you may also contact lawyers for the children and young adults by: (1) sending a letter addressed to Plaintiffs' Counsel, P.O. Box 3742, Beverly Hills, CA 90212, or (2) sending an email to: KatieANotice@gmail.com. Any questions you may have concerning the matters contained in this Notice or changes in address should not be presented to the Court.

### **DEFINITIONS**

The Notice and Settlement Agreement refer to Intensive Care Coordination, Intensive Home Based Services, Specialty Mental Health Services, and Therapeutic Foster Care. These services are defined below.<sup>2</sup> For information about getting these services, contact the County Department of Mental Health (1-800-854-7771) or a private mental health services provider (<https://dmh.lacounty.gov/pd/>).

**Intensive Care Coordination (ICC)** is a form of case management. It helps children and youth under the age of 21 to get needed medical, educational, social, vocational, rehabilitative or other community services. ICC includes helping to determine the needs and strengths of these children and youth, planning for their care, managing their services and monitoring the success of different services. ICC is

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<sup>2</sup> The definitions provided herein are general summaries of the services. Full and accurate definitions of the services are available in the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), and Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries, available at [https://www.dhcs.ca.gov/services/MH/Pages/Manuals\\_And\\_Guides.aspx](https://www.dhcs.ca.gov/services/MH/Pages/Manuals_And_Guides.aspx), and amendments thereto, and 9 Cal. Code. Reg. § 1810.247.

delivered using a Child and Family Team, including people who know the child or youth well and people from different agencies that work with the child or youth.

**Intensive Home Based Services (IHBS)** are services that are adapted to the unique strengths and needs of children and youth under the age of 21, designed to improve their mental health conditions and aimed at helping these children and youth to build the skills necessary for successful functioning in the home and community. IHBS are provided according to an individualized treatment plan driven by the child or youth and guided through the Child and Family Team.

**Specialty Mental Health Services (SMHS)** are mental health services for people who have mental illness or emotional problems that are severe enough that they get in the way of a person's ability to carry on with their daily activities. SMHS include ICC, IHBS, TFC and other mental health services for children and youth under the age of 21.

**Therapeutic Foster Care (TFC)** is a short-term service for children and youth under the age of 21 who require intensive, heavily coordinated and frequent mental health support in a one-on-one situation. These children and youth are placed with trained TFC parents. TFC assists these children and youth to improve their functioning and well-being and help them to remain in community settings, thereby avoiding residential, inpatient, or institutional care.