

1 VANITA GUPTA  
 2 Principal Deputy Assistant Attorney General  
 3 JUDITH C. PRESTON (MD Bar)  
 4 STEVEN H. ROSENBAUM (NY Bar Reg. #1901958)  
 5 CHRISTY E. LOPEZ (DC Bar #473612)  
 6 R. TAMAR HAGLER (CA Bar #189441)  
 7 CHARLES HART (NY Bar Reg. # 4282281)  
 8 NORRINDA BROWN HAYAT (DC Bar #479640)  
 9 CARRIE PAGNUCCO (DC Bar #1000551)  
 10 KATHRYN LADEWSKI (MI Bar #P74431)  
 11 Civil Rights Division  
 12 U.S. Department of Justice  
 13 950 Pennsylvania Avenue, N.W.  
 14 Washington, DC 20530  
 15 Tel: (202) 305-3192  
 16 Fax: (202) 514-0212  
 17 Email: charles.hart@usdoj.gov  
 18 norrinda.hayat@usdoj.gov  
 19 Attorneys for Plaintiff United States of America

JS-6

15 UNITED STATES DISTRICT COURT  
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 17

18	UNITED STATES OF AMERICA,	)	No. CV 15-03174
19		)	
20	Plaintiff,	)	
21		)	
22	v.	)	
23		)	STIPULATION AND <del>[PROPOSED]</del>
24	THE COUNTY OF LOS ANGELES	)	ORDER APPROVING SETTLEMENT
25	and THE LOS ANGELES COUNTY	)	AGREEMENT AND ORDER OF
26	SHERIFF'S DEPARTMENT	)	RESOLUTION AND ENTRY OF
27		)	JUDGMENT
28	Defendants.	)	
		)	
		)	
		)	

1 **INTRODUCTION**

2 The parties seek to resolve the Complaint filed by the United States pursuant to  
3 the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141  
4 (1994) (“Section 14141”) and Title VIII of the Civil Rights Act of 1968, as amended  
5 by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, et seq. (“the Fair  
6 Housing Act” or “FHA”), through entry of the attached proposed Settlement  
7 Agreement (“Agreement”). *See* Attachment 1. The Parties request that the Court enter  
8 the Agreement pursuant to Federal Rule of Civil Procedure 41(a)(2) and conditionally  
9 dismiss the complaint in this action without prejudice, retaining jurisdiction to enforce  
10 the Agreement, and that the matter be placed on the Court’s inactive docket until  
11 further application by the Parties or order of the Court. The Parties will move the Court  
12 to dismiss the case with prejudice upon performance of the Agreement. The United  
13 States reserves the right to reinstate this action if it deems LASD is not complying with  
14 the Agreement.

15 The United States’ Complaint alleges that the LASD engages in a pattern or  
16 practice of misconduct by law enforcement officials in its Antelope Valley stations in  
17 the Cities of Lancaster and Palmdale (“LASD-AV”) in violation of the Constitution  
18 and federal law. Specifically, the United States alleges that LASD-AV law  
19 enforcement officials engage in pedestrian and vehicle stops that violate the Fourth  
20 Amendment; stops that appear motivated by racial bias, in violation of the Fourteenth  
21 Amendment and federal statutory law; the use of unreasonable force in violation of the  
22 Fourth Amendment; and discrimination against Antelope Valley residents on the basis  
23 of race by making housing unavailable, altering the terms and conditions of housing,  
24 and coercing, intimidating, and interfering with their housing rights, in violation of the  
25 Fair Housing Act.

26 Although LASD denies the existence of any pattern or practice of  
27 unconstitutional or unlawful conduct by its law enforcement officials, it enters into the  
28 Settlement Agreement with the goal of addressing the policies, procedures, training,

1 and oversight that the United States alleges contributed to a pattern or practice of such  
2 violations, and avoiding contested litigation. This Settlement Agreement is intended to  
3 ensure that police services are delivered to the Antelope Valley community in a  
4 manner that complies with the Constitution and laws of the United States, including  
5 the Fair Housing Act, and that persons aggrieved by the LASD’s alleged violations of  
6 the Fair Housing Act receive compensation.

7 **I. DISCUSSION**

8 Entry of the Settlement Agreement is appropriate because the Agreement is  
9 fundamentally fair, adequate, and reasonable, resulted from arms-length negotiations  
10 by sophisticated parties, is consistent with the purposes of Section 14141 and the FHA,  
11 and is the most effective way to address the allegations of unconstitutional and  
12 unlawful policing in the Complaint.<sup>1</sup> See *Cemex Inc. v. L.A. County*, 166 Fed. App’x  
13 306, 307 (9th Cir. 2006) (finding that consent decree was negotiated in good faith and  
14 at “arm’s length,” and was “fundamentally fair, adequate and reasonable”). Moreover,  
15 public policy favors settlement, particularly in complex litigation such as the pattern or  
16 practice claim brought by the United States here. *Officers for Justice v. Civil Service*  
17 *Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied*, 459 U.S. 1217 (1983) (“[I]t  
18 must not be overlooked that voluntary conciliation and settlement are the preferred  
19 means of dispute resolution.”); *United States v. North Carolina*, 180 F.3d 574, 581  
20 (4th Cir. 1999) (“In considering whether to enter a proposed consent decree, a district  
21 court should be guided by the general principle that settlements are encouraged.”);  
22

---

23 <sup>1</sup> This Agreement is not a consent decree, but is a settlement agreement that the parties  
24 agree should be subject to judicial oversight. In other contexts, the courts have used  
25 consent decree analysis to approve and retain judicial enforcement of court-  
26 enforceable agreements that were not consent decrees. See *United States v. Oregon*,  
27 913 F.2d 576, 580 (9th Cir. 1990) (discussing approval and retained jurisdiction over  
28 the “Salmon Plan”).

1 *Arthur v. Sallie Mae, Inc.*, No. CV10-198-JLR, 2012 U.S. Dist. LEXIS 3313, at \*17-18  
2 (W.D. Wash. Jan. 10, 2012) (“As a matter of express public policy, federal courts  
3 strongly favor and encourage settlements, particularly in class actions and other  
4 complex matters.”).

5 In determining whether to approve a proposed settlement, courts consider  
6 whether the settlement is “fundamentally fair, adequate, and reasonable.” *United States*  
7 *v. Oregon*, 913 F.2d 576, 580 (9th Cir. 1990); *see also Cemex*, 166 Fed. App’x 306;  
8 *United States v. Portland*, No. 3:12-cv-02265, at \*3 (D. Or. Aug. 29, 2014). In making  
9 this determination, courts balance several factors, including but not limited to the  
10 “strength of the plaintiffs’ case; risk, expense, complexity and possible duration of  
11 continued litigation; relief offered in settlement; extent of discovery already  
12 completed; stage of proceedings; experience and views of counsel; governmental  
13 participation; and reaction of the class members.” *Davis v. City and County of S.F.*,  
14 890 F.2d 1438, 1445 (9th Cir. 1989). In addition, because court-enforceable  
15 agreements are a form of judgment, they must conform to applicable laws. *See*  
16 *Oregon*, 913 F.2d at 580 -81.

17 **A. The Settlement Agreement Furthers the Objectives of Section 14141 and**  
18 **the FHA.**

19 The parties’ proposed Agreement in this case is meant to resolve the claims in  
20 the United States’ complaint. These claims are brought under the United States’  
21 statutory authority to ensure lawful and constitutional policing practices under Section  
22 14141 and to ensure compliance with, and remedy violations of, the FHA. *See* 42  
23 U.S.C. § 14141; 42 U.S.C. § 3614. Congress enacted Section 14141 to forbid law  
24 enforcement officers from engaging in a pattern or practice “that deprives persons of  
25 rights, privileges, or immunities secured or protected by the Constitution or laws of the  
26 United States.” 42 U.S.C. § 14141(a). Where a pattern or practice of constitutional or  
27 statutory violations exists, Congress granted the Justice Department the authority to  
28 sue police departments to correct the underlying policies that lead to the misconduct.

1 H.R. Rep. No. 102-242, at 137-138 (1991). Similarly, Congress granted the Justice  
2 Department the authority to bring a civil action “[w]henver the Attorney General has  
3 reasonable cause to believe that any person or group of persons is engaged in a pattern  
4 or practice of resistance to the full enjoyment” of the rights guaranteed by the FHA,  
5 “or that any group of persons has been denied” such rights and the “denial raises an  
6 issue of general public importance.” 42 U.S.C.A. § 3614(a). The United States is  
7 authorized to seek injunctive relief to remedy violations of Section 14141, and to seek  
8 injunctive relief and monetary damages for violations of the Fair Housing Act. *See* 42  
9 U.S.C. § 14141; 42 U.S.C. § 3614(d).

10 Here, the Settlement Agreement’s substantive provisions relate directly to the  
11 policies, procedures, training, and oversight that the United States alleges contribute to  
12 a pattern or practice violations of Section 14141 and the FHA. In the Settlement  
13 Agreement, the Parties negotiated and agreed upon revisions to LASD policies,  
14 procedures, and practices to address the allegations in the United States’ Complaint.  
15 Moreover, the parties negotiated and agreed upon a monetary settlement to compensate  
16 the victims of conduct by LASD officials that allegedly violated the FHA.

17 The nexus between this relief and the alleged pattern or practice of violations in  
18 the United States’ complaint provides strong evidence that the Settlement Agreement  
19 is fair, adequate, and reasonable. The substantive reforms in the Settlement Agreement  
20 further the purpose of Section 14141 and the FHA because these reforms directly  
21 address the LASD policies and practices creating the alleged pattern or practice of  
22 legal and constitutional violations. Similarly, the monetary settlement furthers the  
23 purposes of the FHA because the settlement fund will be distributed to persons  
24 aggrieved by LASD’s alleged FHA violations in accordance with the FHA, *see* 42  
25 U.S.C. § 3614(d)(1)(B), and LASD will pay a civil penalty to the United States to  
26 vindicate the public interest under the FHA, *see* 42 U.S.C. § 3614(d)(1)(C).

27

28

1 **B. The Settlement Agreement Derives from Arms-Length Negotiations and Is**  
2 **Supported by the United States' Investigation of LASD Enforcement**  
3 **Activities.**

4 The process of crafting the Agreement underscores its reasonableness and  
5 demonstrates that it is not the product of fraud, collusion, or overreaching. *See Cemex,*  
6 *166 Fed. Appx. at 307.* All of the Agreement's provisions derive from intense  
7 negotiations between sophisticated parties and are tailored to the findings of the United  
8 States' investigation of LASD's activities.

9 1. The Settlement Agreement is the Result of Arms-Length Negotiations.

10 The Parties agreed to the Settlement Agreement following extensive  
11 negotiations to craft policies and procedures that are capable of preventing LASD  
12 officers from engaging in a pattern or practice of legal and constitutional violations as  
13 alleged by the United States, and to establish a fund for monetary relief to compensate  
14 aggrieved persons under the FHA. Negotiations resulting in the Settlement Agreement  
15 began shortly after the United States announced, on June 28, 2013, that its  
16 investigation into LASD's policing activities had found reasonable cause, under  
17 Section 14141 and the FHA, to believe that the LASD Antelope Valley stations engage  
18 in a pattern or practice of discriminatory and otherwise unlawful policing.

19 The Settlement Agreement reflects the Parties' efforts to ensure that these  
20 alleged violations of Section 14141 and the FHA do not recur, and to compensate  
21 victims of the alleged FHA violations. The Parties are intimately familiar with LASD's  
22 practices and invested significant time negotiating the Settlement Agreement.  
23 Moreover, during this process, both the United States and LASD consulted with  
24 subject matter experts to ensure that each remedial measure in the Settlement  
25 Agreement is tailored to address the concern and may be reasonably implemented.  
26 This adversarial posture, combined with the respective duties of these government  
27 agencies towards those they represent, provides further assurance that the Settlement  
28 Agreement is fair, adequate, and reasonable.

1           2.     The Settlement Agreement is Tailored to the Findings of the United  
2                     States’ Extensive Investigation.

3           The Settlement Agreement is supported by the findings of the United States’  
4 investigation, which were released on June 28, 2013. The investigative team consisted  
5 of lawyers and other staff from the Civil Rights Division (“DOJ”) working closely  
6 with law enforcement experts. The LASD fully cooperated with the investigation.

7           During this investigation, DOJ and its policing experts gathered information  
8 through interviews and meetings with LASD officers, supervisors and command staff,  
9 as well as members of the public, community groups, and other community  
10 stakeholders. The investigation included on and off-site review of a wide array of  
11 documents, and multiple on-site tours in which DOJ personnel and experts  
12 accompanied LASD officers during their shifts. In sum, DOJ reviewed tens of  
13 thousands of pages of documents, including LASD policies and procedures, training  
14 materials, internal use of force reports, public reports, and investigative files and  
15 information gleaned from databases at LASD and the Housing Authority of the County  
16 of Los Angeles. The evidence underlying the United States’ investigative findings is  
17 summarized in its Findings Letter dated June 28, 2013. While litigation of LASD’s  
18 liability would create an even more extensive factual record, an adequate factual record  
19 supporting the legitimacy of this Settlement Agreement already has been established.  
20 The Settlement Agreement is based upon the results of the United States’ investigation,  
21 and reflects the input of hundreds of individuals, including LASD officers and  
22 members of the community.

23           This extensive investigation, combined with the extensive negotiation  
24 discussions, demonstrates that the Settlement Agreement is tailored to the alleged  
25 deficiencies identified by the United States. Accordingly, the Settlement Agreement is  
26 consistent with and furthers the objectives of Section 14141 and the FHA because it  
27 embodies LASD’s agreement to ensure that no pattern or practice of unconstitutional  
28 police conduct exists, and to remedy the harm caused by the alleged FHA violations.

1 The Settlement Agreement requires LASD to implement numerous reforms in its  
 2 Antelope Valley stations in the areas of stops, searches, and seizures; bias-free  
 3 policing; participation in enforcement of the Housing Choice Voucher Program; use of  
 4 force; and accountability systems. Moreover, the Settlement Agreement provides for  
 5 an independent Monitor to assess implementation of these reforms. *See* Settlement  
 6 Agreement ¶¶ 146-195. Finally, the Court will retain jurisdiction to enforce the terms  
 7 of this Settlement Agreement. *See* Settlement Agreement ¶¶ 199-210.

8 **C. Voluntary Compliance is a Preferred Means To Remedy Allegations of**  
 9 **Unconstitutional Patterns of Conduct**

10 Finally, approval and entry of the Settlement Agreement is appropriate here  
 11 because voluntary compliance is more likely to conserve public resources and  
 12 accomplish the statutory goals of Section 14141 and the FHA than orders imposed at  
 13 the end of protracted litigation. *See* Fed. R. Civ. P. 16(b) advisory committee’s note  
 14 (“Since it obviously eases crowded court dockets and results in savings to the litigants  
 15 and the judicial system, settlement should be facilitated at as early a stage of the  
 16 litigation as possible.”); *Kirkland v. N.Y. State Dep’t of Corr. Servs.*, 711 F.2d 1117,  
 17 1128 n.14 (2d Cir. 1983) (in the Title VII context, explaining that settlements “may  
 18 produce more favorable results for protected groups than would more sweeping  
 19 judicial orders that could engender opposition and resistance”).

20 Here, the Settlement Agreement provides an opportunity to continue the Parties’  
 21 considerable efforts to ensure lawful and constitutional policing in the Antelope  
 22 Valley. Settling this dispute without protracted litigation allows the Parties to achieve a  
 23 shared goal: ensuring effective and constitutional policing. This undertaking likely will  
 24 enjoy far broader support as part of the negotiated Settlement Agreement than as a one  
 25 ordered by the court after litigation.

26 **II. CONCLUSION**

27 The Settlement Agreement is fundamentally fair, adequate, and reasonable and  
 28 should be entered by this Court. The Parties negotiated the Settlement Agreement over



1 an extended period to provide a framework for ensuring that LASD enforcement  
2 activities will comply with constitutional and legal requirements, including the Fair  
3 Housing Act. Moreover, the Settlement Agreement represents a compromise forged  
4 through lengthy negotiations between experienced and sophisticated litigants, aided on  
5 both sides by subject matter experts, and with an eye towards their shared goals of  
6 effective and constitutional policing. The Settlement Agreement furthers the shared  
7 goals of the parties, as well as the intent of Congress in enacting Section 14141 and the  
8 FHA. For those reasons and the others described herein, the parties request that this  
9 Court enter the Settlement Agreement as an Order of the Court.

10 ///  
11 ///  
12 ///  
13 ///  
14 ///  
15 ///  
16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1 Respectfully submitted this 28th day of April, 2015.

2

3 For the UNITED STATES OF AMERICA:

4

LORETTA E. LYNCH  
Attorney General

5

6 STEPHANIE YONEKURA  
7 Acting United States Attorney

VANITA GUPTA  
Principal Deputy Assistant Attorney  
General  
Civil Rights Division

8

9 LEON W. WEIDMAN  
10 Assistant United States Attorney  
11 Chief, Civil Division

\_\_\_\_\_/s/\_\_\_\_\_  
JUDITH C. PRESTON  
Acting Chief

12

\_\_\_\_\_/s/\_\_\_\_\_  
13 ROBYN-MARIE LYON MONTELEONE  
14 Assistant United States Attorney  
15 Assistant Division Chief  
16 Civil Rights Unit Chief, Civil Division

STEVEN H. ROSENBAUM  
Chief  
CHRISTY E. LOPEZ  
R. TAMAR HAGLER  
Deputy Chiefs  
CHARLES HART  
NORRINDA BROWN HAYAT  
CARRIE PAGNUCCO  
KATHRYN LADEWSKI  
Trial Attorneys

16

17

18

19

20 For the COUNTY OF LOS ANGELES and the LOS ANGELES SHERIFF'S  
21 DEPARTMENT:

22

23

\_\_\_\_\_/s/\_\_\_\_\_  
JIM MCDONNELL  
Sheriff

24

25

26

\_\_\_\_\_/s/\_\_\_\_\_  
MARK J. SALADINO  
County Counsel  
County of Los Angeles

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_/s/\_\_\_\_\_  
ROGER GRANBO  
Senior Assistant County Counsel  
County of Los Angeles

1 VANITA GUPTA  
 2 Principal Deputy Assistant Attorney General  
 3 JUDITH C. PRESTON (MD Bar)  
 4 STEVEN H. ROSENBAUM (NY Bar Reg. #1901958)  
 5 CHRISTY E. LOPEZ (DC Bar #473612)  
 6 R. TAMAR HAGLER (CA Bar #189441)  
 7 CHARLES HART (NY Bar Reg. # 4282281)  
 8 NORRINDA BROWN HAYAT (DC Bar #479640)  
 9 CARRIE PAGNUCCO (DC Bar #1000551)  
 10 KATHRYN LADEWSKI (MI Bar #P74431)  
 11 Civil Rights Division  
 12 U.S. Department of Justice  
 13 950 Pennsylvania Avenue, N.W.  
 14 Washington, DC 20530  
 15 Tel: (202) 305-3192  
 16 Fax: (202) 514-0212  
 17 Email: charles.hart@usdoj.gov  
 18 norrinda.hayat@usdoj.gov  
 19 Attorneys for Plaintiff United States of America

20 UNITED STATES DISTRICT COURT  
 21 FOR THE CENTRAL DISTRICT OF CALIFORNIA

22 UNITED STATES OF AMERICA,	)	No. CV 15-03174
	)	
23 Plaintiff,	)	
	)	
24 v.	)	
	)	<del>PROPOSED</del> ORDER APPROVING
25 THE COUNTY OF LOS ANGELES	)	SETTLEMENT AGREEMENT
26 and THE LOS ANGELES COUNTY	)	AND ORDER OF RESOLUTION
27 SHERIFF'S DEPARTMENT	)	AND ENTRY OF JUDGMENT
	)	
28 Defendants.	)	
	)	
	)	
	)	

**[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND  
ORDER OF RESOLUTION AND ENTRY OF JUDGMENT**

AND NOW, upon consideration of the Complaint of the United States of America, and the Parties' attached Settlement Agreement and Stipulated Order of Resolution, it is hereby ORDERED, ADJUDGED, AND DECREED that the Settlement Agreement and Order of Resolution is APPROVED and Judgment shall be ENTERED in this matter in the attached form. Pursuant to Rule 41(a)(2), the Complaint is hereby conditionally dismissed WITHOUT PREJUDICE and the matter is placed on the Court's inactive docket until further application by the Parties or order of the Court. The Court retains complete jurisdiction of this matter to enforce the terms of the Settlement Agreement until the Defendants have fulfilled their obligations, at which point the case will be dismissed.

Dated: 5/1/15 \_\_\_\_\_



UNITED STATES DISTRICT JUDGE

17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1 Respectfully submitted this 28th day of April, 2015.

2

3 For the UNITED STATES OF AMERICA:

4

LORETTA E. LYNCH  
Attorney General

5

6 STEPHANIE YONEKURA  
7 Acting United States Attorney

VANITA GUPTA  
Principal Deputy Assistant Attorney  
General  
Civil Rights Division

8

9 LEON W. WEIDMAN  
10 Assistant United States Attorney  
11 Chief, Civil Division

\_\_\_\_\_/s/\_\_\_\_\_  
JUDITH C. PRESTON  
Acting Chief

12

\_\_\_\_\_/s/\_\_\_\_\_  
13 ROBYN-MARIE LYON MONTELEONE  
14 Assistant United States Attorney  
15 Assistant Division Chief  
16 Civil Rights Unit Chief, Civil Division

STEVEN H. ROSENBAUM  
Chief  
CHRISTY E. LOPEZ  
R. TAMAR HAGLER  
Deputy Chiefs  
CHARLES HART  
NORRINDA BROWN HAYAT  
CARRIE PAGNUCCO  
KATHRYN LADEWSKI  
Trial Attorneys

16

17

18

19

20 For the COUNTY OF LOS ANGELES and the LOS ANGELES SHERIFF'S  
21 DEPARTMENT:

22

23

\_\_\_\_\_/s/\_\_\_\_\_  
JIM MCDONNELL  
Sheriff

24

25

26

\_\_\_\_\_/s/\_\_\_\_\_  
MARK J. SALADINO  
County Counsel  
County of Los Angeles

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_/s/\_\_\_\_\_  
ROGER GRANBO  
Senior Assistant County Counsel  
County of Los Angeles