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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

No. 2:15-cv-03174

Plaintiff,

V.

THE COUNTY OF LOS ANGELES

and THE LOS ANGELES COUNTY

SHERIFF'S DEPARTMENT

Defendants.

SUPPLEMENTAL SETTLEMENT AGREEMENT

1 Pursuant to paragraph 196 of the Settlement Agreement, which was approved
2 and entered by the Court on May 1, 2015, the United States, the County of Los
3 Angeles, and the Los Angeles Sheriff's Department ("LASD") (collectively, "the
4 parties") agree to distribute the LASD Settlement Fund to aggrieved persons as
5 follows:

6 1. Any interest accruing to the LASD Settlement Fund shall become a part
7 of the Settlement Fund and be used as set forth in this Supplemental Settlement
8 Agreement.

9 2. The United States and LASD will compensate aggrieved persons
10 according to the terms outlined in Attachment A.

11 3. Upon execution of this Supplemental Settlement Agreement, the United
12 States will endeavor to identify a list of potentially aggrieved persons.

13 4. The United States will provide the names of potentially aggrieved persons
14 to LASD on a rolling basis.

15 5. Within sixty (60) days of receiving names of potentially aggrieved
16 persons, LASD will review its files to determine whether it possesses information that
17 would disqualify any potentially aggrieved person from receiving an award from the
18 LASD Settlement Fund and to provide such information, including the relevant files,
19 to the United States. LASD also agrees to provide the United States with reasonable
20 access to its files.

21 6. The parties will endeavor in good faith to resolve any differences
22 regarding the qualification of a particular aggrieved person.

23 7. The United States will make a final decision on a pool of aggrieved
24 persons no later than three hundred (300) days from the Court's approval of the
25 Settlement Agreement in the related case, *United States v. Housing Authority of the*
26 *County of Los Angeles*, Civil Action No. 15-05471 (C.D. Cal.).

27 8. At that time, the United States will provide LASD with sworn
28 declarations from each of the potentially aggrieved persons outlining the harm that

1 each experienced that is the basis for their damages award and a proposed damages
2 award amount.

3 9. LASD will have sixty (60) days to review the declarations and object to
4 the categorization of particular aggrieved persons, but not the award amount. Nothing
5 in this paragraph requires LASD to review declarations or make objections.

6 10. Should LASD object, the parties will have thirty (30) days to endeavor in
7 good faith to resolve any differences regarding the categorization of particular
8 aggrieved persons.

9 11. After considering LASD's position, the United States will make the final
10 decision regarding the categorization of aggrieved persons and give notice of the
11 distribution to the Court.

12 12. Within thirty (30) days after the filing of the notice of distribution, LASD
13 shall forward to the United States checks payable to the aggrieved persons in the
14 amounts identified in the distribution notice.

15 13. After the United States has received a signed release from a particular
16 aggrieved person in the form of Attachment B, it will distribute the settlement check to
17 that person in the amount stated in the distribution notice.

18 14. The LASD Settlement Fund will be used to compensate only those
19 aggrieved persons who had a compliance check that involved LASD and as described
20 in Attachment A.

21 15. The amount allocated to a particular aggrieved person may be
22 supplemented by an award from the Settlement Fund in the related case, *United States*
23 *v. Housing Authority of the County of Los Angeles*, Civil Action No. 15-05471 (C.D.
24 Cal.).

25 16. After the satisfaction of paragraphs 1-15, above, and the expiration of the
26 corresponding time periods, in the event that less than the total amount in the LASD
27 Settlement Fund, including accrued interest, is distributed to aggrieved persons, the
28 remainder shall revert to LASD.

Attachment A

CATEGORIES OF AGGRIEVED PERSONS AND COMPENSATION AMOUNTS

I. MONETARY RELIEF

Pursuant to the Settlement Agreement LASD has contributed \$700,000 to a settlement fund, which will be used to compensate African-American voucher holder households living in Lancaster or Palmdale subjected to a compliance check with LASD present between January 2004 and July 2011. LASD has also paid the United States a \$25,000 civil penalty.

II. CATEGORIES

CATEGORY 1	CATEGORY 2
<p>Voucher Holder Households Subject to a Section 8 Compliance Check* with LASD Present Unless:</p> <ol style="list-style-type: none"> 1) criminal activity, including, but not limited to, drugs and/or illegal guns, was found at the location and is documented with a valid citation or arrest as long as the D.A. did not reject the case (unless in lieu of a new charge the citation or arrest resulted in a violation of probation or parole); 2) a valid search warrant justified entry into the home; 3) a valid arrest warrant (\$10,000 bail or more) for a resident of the household, or for a person who is identified on the warrant as being associated with the address of the household, justified LASD presence at the home, except for traffic-related offenses other than DUI; 4) a valid probation, parole or sex offender check of a resident of the household was being conducted; and/or, 5) LASD was engaged in a call for service or a criminal investigation unrelated to Section 8 compliance 	<p>Voucher Holder Households Subject to a Section 8 Compliance Check* with LASD Present and No Applicable Exclusions (as outlined in Category 1) plus Aggravating Factors, including but not limited to:</p> <ol style="list-style-type: none"> 1) excess LASD personnel (3 or more entering the home); 2) cases rejected by the D.A. (excluding charges treated as a violation of parole or probation in lieu of a new charge); 3) more than one Section 8 compliance check in any 1 year period; 4) independent investigations by LASD of Section 8 compliance; 5) back seat detention of a voucher holder, or a member or guest of the household, by LASD in conjunction with a compliance check and not supported by reasonable suspicion unrelated to Section 8; and/or, 6) consent to enter granted by minors or search where only minors were present.
\$1,000-10,000	\$5,000-20,000

* Note: If LASD or housing authority personnel attempted a Section 8 compliance check, but no one answered the door and neither LASD nor housing authority personnel made contact with anyone at the home to discuss Section 8 issues, it is not a Section 8 compliance check.

Attachment B

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Settlement Agreement that was entered by the Court in *United States v. County of Los Angeles*, Civil Action No. 2:15-cv-03174, as approved by the United States District Court for the Central District of California, and in consideration for the payment of \$_____, I, _____, do hereby fully release and forever discharge the County of Los Angeles and the Los Angeles County Sheriff's Department ("LASD") (hereinafter "Defendants"), along with their insurers, attorneys, principals, predecessors, successors, assigns, directors, officers, agents, employees, former employees, heirs, executors, and administrators and any persons acting under their direction or control from any and all fair housing claims, demands, judgments, or liabilities (1) that arise out of or relate to the facts at issue in the litigation referenced above, or in any way relate to that litigation; and (2) that were or could have been alleged in the litigation described above (either by me or the United States). I understand that I may later discover additional injuries or damages that are not known to me at this time, but that arise from claims and facts that were or could have been alleged in this litigation. This release specifically applies to such later discovered injuries or damages and I specifically accept the risk that I may later discover such injuries or damages. This Release does not release claims that arise after the signing of this Release or apply to injuries or damages that are occasioned by claims that arise after the signing of this Release.

Executed this _____ day of _____.

Signature

Print Name

1 Respectfully submitted this 20th day of July, 2015.

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3 For the UNITED STATES OF AMERICA:

4 LORETTA E. LYNCH
5 Attorney General

6 EILEEN M. DECKER
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9 LEON W. WEIDMAN
10 Assistant United States Attorney
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12 /s/
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13 ROBYN-MARIE LYON MONTELEONE
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15 Civil Rights Unit Chief, Civil Division

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20 For the COUNTY OF LOS ANGELES and the LOS ANGELES SHERIFF'S
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