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<p><b>FILED</b>          CLERK, U.S. DISTRICT COURT</p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> <p style="text-align: center; font-size: 1.2em;">7/21/2015</p> </div> <p style="text-align: center;">CENTRAL DISTRICT OF CALIFORNIA</p> <p>BY: _____ CW _____ DEPUTY</p>
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15 UNITED STATES DISTRICT COURT  
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
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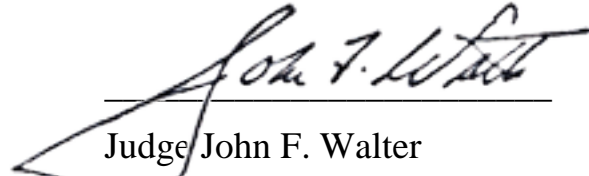
18 UNITED STATES OF AMERICA, ) No. 2:15-cv-03174  
 19 )  
 20 Plaintiff, )  
 21 )  
 22 v. )

23 THE COUNTY OF LOS ANGELES )  
 24 and THE LOS ANGELES COUNTY )  
 25 SHERIFF'S DEPARTMENT )  
 26 )  
 27 Defendants. )  
 28 )

ORDER  
 APPROVING SUPPLEMENTAL  
 SETTLEMENT AGREEMENT

1 AND NOW, upon consideration of the parties' attached Stipulation and  
2 Supplemental Settlement Agreement, it is hereby ORDERED, ADJUDGED, AND  
3 DECREED that pursuant to paragraph 196 of the Settlement Agreement, the  
4 Supplemental Settlement Agreement is APPROVED.

5  
6 Dated: July 21, 2015

A handwritten signature in black ink, appearing to read "John F. Walter", is written over a horizontal line.

Judge John F. Walter

UNITED STATES DISTRICT JUDGE

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

22	UNITED STATES OF AMERICA,	)	No. 2:15-cv-03174
23		)	
24	Plaintiff,	)	
25		)	
26	v.	)	
27		)	
28	THE COUNTY OF LOS ANGELES	)	STIPULATION REQUESTING
	and THE LOS ANGELES COUNTY	)	APPROVAL OF SUPPLEMENTAL
	SHERIFF'S DEPARTMENT	)	SETTLEMENT AGREEMENT
		)	
	Defendants.	)	
		)	
		)	
		)	

1           On May 1, 2015, the Court approved and entered the parties' Settlement  
2 Agreement ("Agreement") to resolve the United States' claims against the County of  
3 Los Angeles and the Los Angeles County Sheriff's Department ("LASD") pursuant to  
4 42 U.S.C. 14141 and the Fair Housing Act, 42 U.S.C. 3601 *et seq.* As part of the  
5 Agreement, LASD agreed to deposit Seven Hundred Thousand Dollars (\$700,000) into  
6 a settlement fund to compensate persons harmed by LASD's allegedly discriminatory  
7 conduct in violation of the Fair Housing Act. *See* Settlement Agreement, ¶ 196.

8           Paragraph 196 of the Agreement provides that "[t]he LASD Settlement Fund  
9 shall be distributed to aggrieved persons pursuant to the terms and schedule that the  
10 parties have agreed to in principle, which the parties will memorialize in an addendum  
11 to this Agreement and file with the Court within ninety (90) days of [May 1, 2015]."

12           Accordingly, the parties have memorialized the terms and schedule for  
13 compensating aggrieved persons in the attached Supplemental Settlement Agreement.  
14 Pursuant to paragraph 196, the parties respectfully request that the Court approve and  
15 enter the Supplemental Settlement Agreement.

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

18	UNITED STATES OF AMERICA,	)	No. 2:15-cv-03174
19		)	
20	Plaintiff,	)	
21		)	
22	v.	)	
23		)	SUPPLEMENTAL SETTLEMENT
24	THE COUNTY OF LOS ANGELES	)	AGREEMENT
25	and THE LOS ANGELES COUNTY	)	
26	SHERIFF'S DEPARTMENT	)	
27		)	
28	Defendants.	)	

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.

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**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
Voucher Holder Households Subject to a Section 8 Compliance Check* with LASD Present Unless: <ol style="list-style-type: none"> <li>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);</li> <li>2) a valid search warrant justified entry into the home;</li> <li>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;</li> <li>4) a valid probation, parole or sex offender check of a resident of the household was being conducted; and/or,</li> <li>5) LASD was engaged in a call for service or a criminal investigation unrelated to Section 8 compliance</li> </ol>	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: <ol style="list-style-type: none"> <li>1) excess LASD personnel (3 or more entering the home);</li> <li>2) cases rejected by the D.A. (excluding charges treated as a violation of parole or probation in lieu of a new charge);</li> <li>3) more than one Section 8 compliance check in any 1 year period;</li> <li>4) independent investigations by LASD of Section 8 compliance;</li> <li>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,</li> <li>6) consent to enter granted by minors or search where only minors were present.</li> </ol>
<b>\$1,000-10,000</b>	<b>\$5,000-20,000</b>

\* 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.

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**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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For the UNITED STATES OF AMERICA:

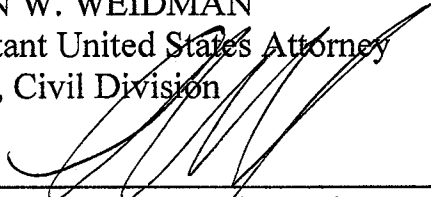
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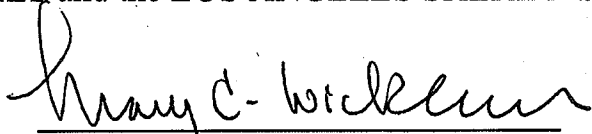
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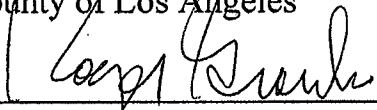
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