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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, CITY OF LANCASTER, CALIFORNIA, and CITY OF PALMDALE, CALIFORNIA, Defendants.	No. CV 15-5471 SETTLEMENT AGREEMENT

ATTACHMENT 1

I. INTRODUCTION

1. The United States, the Housing Authority of the County of Los Angeles ("HACoLA"), and the Cities of Lancaster and Palmdale (the "Cities") (the Cities and HACoLA are sometimes collectively referred to as the "Defendants") (the United States and the Defendants are collectively referred to as "the Parties") enter into a Settlement Agreement ("Agreement") with the goal of ensuring compliance with the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* ("FHA"), and in particular, ensuring the housing rights of African-American voucher holders living in or desiring to live in Lancaster and Palmdale, and the surrounding unincorporated areas.[1]

2. For these reasons, and noting the general principle that settlements are to be encouraged, particularly between government entities, the Parties agree to implement this Agreement under the following terms and conditions.

3. The United States has filed a complaint in the Federal District Court for the Central District of California pursuant to the authority granted to the Attorney General under the Fair Housing Act, 42 U.S.C. § 3614, to seek declaratory, equitable, and monetary relief to remedy a pattern or practice of housing discrimination, and to obtain a civil penalty to vindicate the public interest. Defendants dispute that they have engaged in discrimination or that they are liable for the conduct alleged by the United States in its Complaint. Nothing in this Agreement will be construed as an acknowledgment, agreement, admission, statement, or evidence of liability of HACoLA or the Cities, or any of their elected officials, employees, attorneys, or agents.

[1] The United States filed a separate complaint against, and settlement agreement with, the County of Los Angeles and the Los Angeles County Sheriff's Department ("LASD"), which alleges conduct related to this lawsuit. *See United States v. County of Los Angeles*, No. 2:15-cv-03174 (C.D. Cal.). That settlement agreement resolves the United States' claims against them for conduct engaged in by LASD, including the United States' claims under the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, and 42 U.S.C. § 14141.

II. NON-DISCRIMINATION LAWS

4. Defendants shall abide by State of California and federal laws, including the Fair Housing Act, 42 U.S.C. §§ 3601-3631, requiring that no person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination because of their participation in the Department of Housing and Urban Development's ("HUD") Housing Choice Voucher Program that is authorized under 42 U.S.C. § 1437f ("Section 8" or "the Voucher Program").

5. Defendants, their agents, employees, and elected and appointed officials shall not:

a. Make unavailable or deny a dwelling unit to any person because of race;

b. Discriminate against any person in the terms, conditions or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of race;

c. Make, print, publish, or cause to be made, printed, or published any notice, statement, or advertisement with respect to the rental of a dwelling unit that states any preference, limitation or discrimination based on race; or,

d. Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the Fair Housing Act.

III. NON-DISCRIMINATION POLICIES

6. HACoLA's Assisted Housing Division ("HACoLA AHD") will implement a written Non-Discrimination Policy contained in Attachment A (hereinafter "Non-Discrimination Policy") within five (5) days of the day this

Agreement is entered by the Court ("the Effective Date"). Within 180 days of the Effective Date, HACoLA will incorporate its Non-Discrimination Policy into its Administrative Plan.

7. Lancaster and Palmdale shall implement the provisions of the Non-Discrimination Policy contained in Attachment A (hereinafter "Non-Discrimination Policy") within five (5) days of the day this Agreement is entered by the Court (the "Effective Date").

8. Within (30) days of the Effective Date, Defendants shall post a link to the Non-Discrimination Policy on the first page of their respective websites in prominent locations and list the name and contact information for their Fair Housing Liaison and, if applicable, Fair Housing Services Provider, who will be selected pursuant to Section V, below.

9. During the term of this Agreement, HACoLA will provide annual notice of its Non-Discrimination Policy to clients of HACoLA's AHD services. This notice, which will include detailed information on filing complaints of discrimination in the administration and/or enforcement of the Voucher Program, will be provided to HACoLA's AHD clients through a combination of efforts including, but not limited to: (a) the Administrative Plan prepared and approved pursuant to 24 CFR § 982.54; (b) the Section 8 Housing Voucher application packet; (c) the annual Voucher Program re-examination materials; and (d) at least once annually in HACoLA's tenant newsletter called "Tenant Talk."

IV. MANDATORY EDUCATION AND TRAINING

10. Within thirty (30) days of the Effective Date, Lancaster and Palmdale shall provide a copy of this Agreement and its Non-Discrimination Policy to each of their elected and appointed officials and members of their staffs who are city employees and any of the Cities' employees or agents whose job duties involve the regulation of rental housing within their cities, including, but not limited to, the administration of fair housing programs and building and zoning codes. The Cities

shall secure a signed statement from employees and agents, including staff of elected and appointed officials, acknowledging that each employee or agent has received and read the Agreement and Non-Discrimination Policy, has had the opportunity to have questions answered, and agrees to abide by the relevant provisions of this Agreement and the Non-Discrimination Policy. The statement shall be in the form of Attachment B and a copy of such shall be provided to the United States in the manner stated in Section X.

11. Within thirty (30) days of the Effective Date, HACoLA shall provide a copy of this Agreement and its Non-Discrimination Policy to each member of its Board of Commissioners, the Los Angeles County Housing Commission, and their respective Deputies, and to HACoLA's Executive Management Team, AHD supervisors, the Fair Housing Liaison, and the Program Enforcement Unit staff. HACoLA shall secure a signed statement from each HACoLA employee identified in this paragraph acknowledging that he or she has received and read the Agreement and Non-Discrimination Policy, has had the opportunity to have questions answered, and agrees to abide by the relevant provisions of this Agreement and the Non-Discrimination Policy. The statement shall be in the form of Attachment B and a copy of such shall be provided to the United States in the manner stated in Section X.

12. During the term of this Agreement, within five (5) days after each new employee, agent, appointed official or other individual subject to paragraphs 10 and 11, above, begins his or her employment with or service to a Defendant, Defendant shall provide the individual with a copy of this Agreement and the Non-Discrimination Policy. Employees and agents shall sign the acknowledgement statement, in the form of Attachment B, which shall be provided to the United States in the manner stated in Section X. The Defendants may accomplish the terms of this paragraph utilizing electronic means, including, but not limited to, an intranet and electronic signatures.

13. HACoLA shall post during the term of this Agreement a Fair Housing Notice link on its Section 8 web page, which will contain the following information:

a. Detailed instructions for clients and applicants on how to file a fair housing complaint;

b. A hyperlink to the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity;

c. The name and telephone number of the Fair Housing Liaison, a position created pursuant to Section V, below.

14. Annually, HACoLA shall provide training(s) to its Executive Management Team, AHD supervisors, the Fair Housing Liaison, and the Program Enforcement Unit staff on its Non-Discrimination Policy, the requirements of this Agreement, and the FHA, with specific emphasis on discrimination on the basis of race. HACoLA shall also offer training(s) to its Board of Commissioners and the Los Angeles County Housing Commission, but these persons are not required to take the training.

15. HACoLA shall provide additional annual training to all employees of HACoLA AHD who perform investigations to verify recipients of the Housing Choice Voucher Program are in compliance with the Housing Choice Voucher Program administration rules ("Program Enforcement Unit ("PEU") Fraud Analysts") on this Agreement; the applicable provisions of its Voucher Program Enforcement Protocol, which shall be implemented under paragraph 26 of this Agreement; HACoLA's Administrative Plan and HUD rules and regulations governing the Voucher Program and enforcement of the program rules.

16. HACoLA shall continue to provide annual training to its hearing officers to help ensure their decisions are made in accordance with Voucher Program regulations. This training shall include a discussion of the role of the hearing officer, the standards for weighing the evidence, and the reasonable exercise of discretion.

17. All training(s) provided by HACoLA under paragraphs 14-15 of this Section shall be conducted as follows:

a. The training(s) shall be conducted in person by a qualified third

party(ies). The trainer and the training curriculum shall be subject to the advance approval of the United States. The training(s) shall not be conducted by HACoLA or its employees, agents or in-house counsel. The trainings may be conducted by qualified third parties, including outside counsel. Any expense associated with the training(s) shall be borne by HACoLA.

b. The training(s) shall be videotaped and shown to newly hired, elected or appointed individuals covered by paragraphs 14 and 15. The training(s) of each new individual shall take place no later than the first annual training that they attend after the date he or she commences employment or service.

c. Training(s) shall also be offered to its Board of Commissioners and Los Angeles County Housing Commission.

18. During the term of this Agreement, HACoLA shall provide to the United States, in the manner stated in Section X ("Reporting and Document Retention Requirements") *infra*, certifications executed by each trainee confirming: a) his or her attendance; b) the date of the training; c) the duration of the training; and d) that he or she understood the content of the training. The Certification of Training appears at Attachment C to this Agreement. All individuals covered by this paragraph shall sign Attachment C within ten (10) business days after completing the training required by this Section.

19. Within forty-five (45) days of the Effective Date, both Lancaster and Palmdale shall provide training(s) on the requirements of the Agreement and the FHA, with specific emphasis on discrimination on the basis of race. The training(s) shall be provided to city management staff and to any employees or agents whose responsibilities involve the regulation of housing, including but not limited to rental housing, subsidized housing, fair housing programs and/or building and zoning code administration. The training(s) shall also be offered to all of their elected and

appointed officials. The training(s) should be conducted in accordance with the following requirements:

a. The training(s) shall be conducted in person by a qualified third party(ies). The trainer and the training curriculum shall be subject to the advanced approval of the United States. The trainer(s) shall not be connected to Lancaster or Palmdale, or to their employees, agents or counsel. Any expense associated with the training(s) shall be borne by the city providing the training(s).

b. The training(s) shall be videotaped and shown or offered to newly hired, elected or appointed individuals as required above. The training(s) of each new individual shall take place within thirty (30) days after the date he or she commences employment or service.

20. During the term of this Agreement, Lancaster and Palmdale shall provide to the United States, in the manner stated in Section X ("Reporting and Document Retention Requirements") *infra,* certifications executed by staff, employees, or agents subject to the training requirement above confirming: a) his or her attendance; b) the date of the training; c) the duration of the training; and d) that he or she understood the content of the training. The Certification of Training appears at Attachment C to this Agreement. The city shall require all individuals covered by this paragraph to sign Attachment C within ten (10) business days after completing the training required by this Section. Along with these certifications, Lancaster and Palmdale shall provide to the United States a list of elected and appointed officials, indicating whether each official attended training, and if applicable, the date and duration of the training.

V. FAIR HOUSING LIASIONS AND FAIR HOUSING SERVICES PROVIDER

21. Palmdale and HACoLA each will designate an individual who will be charged with fair housing compliance ("Fair Housing Liaison"), pursuant to the procedures set forth in paragraph 23 below, who shall have the responsibility of

receiving complaints of alleged discrimination, if any, against the designating Defendant, its employees, agents and elected or appointed officials. Each Fair Housing Liaison shall also be responsible for: implementing the designating Defendant's Non-Discrimination policies, coordinating that Defendant's compliance with this Settlement Agreement and generally serving as a resource on fair housing rights. In Palmdale, the Fair Housing Liaison shall also oversee the implementation of the city's Fair and Affordable Housing Marketing Plan, as outlined in Section VII.B., *infra*, and review local ordinances, initiatives, and related enforcement schemes that affect housing in conjunction with Palmdale's counsel.

22. Lancaster will contract with an organization charged with providing fair housing services ("Fair Housing Services Provider"), pursuant to the procedures set forth in paragraph 23 below, which shall have the responsibility of receiving complaints of alleged discrimination, if any, against Lancaster, its employees, agents and elected or appointed officials, overseeing the implementation of the Fair and Affordable Housing Marketing Plan, as outlined in Section VII.B., *infra*, and generally serving as a resource on fair housing rights. Lancaster shall also designate a member of its staff to be its Fair Housing Liaison. This individual will implement Lancaster's Non-Discrimination Policy, act as a liaison to the Fair Housing Services Provider, review local ordinances, initiatives and related enforcement schemes that affect housing in conjunction with Lancaster's counsel, and coordinate Lancaster's compliance with this Settlement Agreement.

23. Within fourteen (14) days of the Effective Date, Lancaster, Palmdale, and HACoLA shall identify to the United States the individual each intends to select as the Fair Housing Liaison, along with information about each individual's current scope of employment and any additional relevant information that qualifies the individual for that position. Lancaster shall also identify to the United States the organization it intends to select as the Fair Housing Services Provider, along with the organization's proposal for services and information regarding its qualifications. The United States

shall raise with counsel for each Defendant any concerns or objections regarding these selections within fourteen (14) days. If there are any disputes regarding the selection of the Fair Housing Liaison or Fair Housing Services Provider, the parties shall make a good faith attempt to resolve the dispute and make a selection within an additional fourteen (14) days. The final selection of the Fair Housing Liaison and Fair Housing Services Provider will rest with the designating Defendant. Should the United States determine that the individual or organization is unsuitable to assume the position, the parties may move the Court to resolve the dispute. For the purposes of this paragraph, a determination of the suitability of an individual or organization will include a review of whether that individual or organization: 1) played a role in the conduct that is alleged in the United States' complaint and 2) has any relevant experience in fair housing.

VI. HACOLA

24. The paragraphs contained in this Section shall apply only to HACoLA.

A. PROGRAM ENFORCEMENT

25. HACoLA has discontinued and will not recommence, for at least the duration of this Agreement, the use of all unannounced visits by HACoLA staff to homes of Section 8 voucher holders for the purpose of investigating whether voucher holders are in compliance with Voucher Program rules and regulations ("field compliance checks"). Instead, HACoLA will implement investigative tools that are uniformly utilized throughout the County.

26. HACoLA will consolidate the guidance surrounding the use of its investigative tools into one comprehensive set of protocols, "Voucher Program Enforcement Protocol," which shall be a revision to HACoLA's "Investigation Protocol," which was issued in 2012. The Protocol is meant to be a set of guidelines that is meant to guide and provide constraint to analyst discretion, but not substitute it entirely. The revised Voucher Program Enforcement Protocol shall be finalized within sixty (60) days of the Effective Date and will include:

a. Record-keeping procedures to ensure that all activities related to Section 8 fraud investigations/reviews are properly documented. To accomplish this, HACoLA agrees that recordkeeping of all PEU's files for each Voucher Program-related review shall be documented in HACoLA's Fraud Case Management database, or similar electronic system, and that all related files shall be electronically scanned and saved.

b. Guidance on the evidence required to substantiate allegations of unauthorized occupants and unreported income, what types of evidence can be provided to dispute such allegations and who has the burden of proof.

c. Guidance on what remedial measures HACoLA may take in response to substantiated violations of a voucher holder's obligations pursuant to the terms of his or her voucher and under HACoLA's Administrative Plan.

d. Guidance on when and to what extent law enforcement may be involved in HACoLA's enforcement of the Voucher Program.

e. Guidance on when and to what extent employees and staff from cities or other public entities within HACoLA's jurisdiction may be involved in HACoLA's enforcement of the Voucher Program.

f. Guidance regarding what circumstances may warrant a referral by HACoLA to a third party law enforcement agency for criminal prosecution of voucher holders who have violated their obligations under their voucher or the Administrative Plan, the approval process within HACoLA for making such referrals, and other procedures for how those referrals should be made.

g. Guidance on HACoLA's policies on criminal activity by household members, including an explanation of the "zero tolerance" policy,

and provisions outlining what factors HACoLA will consider before issuing discretionary terminations pursuant to such policies.

h. Guidance on the grounds upon which a voucher can be terminated, and the basis for each of those grounds (e.g. citations to the HUD regulations).

27. Within sixty (60) days of the Effective Date, HACoLA shall provide to the United States a copy of the Voucher Program Enforcement Protocol, including any attachments referred to therein. The United States shall approve the protocol or state any objections to it within fourteen (14) days. The United States shall not unreasonably withhold its approval of the protocol. If there are any disputes regarding the Voucher Program Enforcement Protocol, the parties shall make a good faith attempt to resolve the dispute and agree within fourteen (14) days. If the parties still cannot agree on the Voucher Program Enforcement Protocol, either or both may petition the Court to resolve the dispute.

28. Within thirty (30) days of an agreed upon Voucher Program Enforcement Protocol, HACoLA will distribute and offer training to all PEU staff on the Voucher Program Enforcement Protocol. HACOLA will revise, where appropriate, its Section 8 Housing Voucher application packet, and the annual Voucher Program re-examination materials to include information relating to AHD voucher holders' rights and responsibilities pursuant to the Voucher Program Enforcement Protocol. Within sixty (60) days of an agreed upon Voucher Program Enforcement Protocol the United States and HACoLA will meet and confer telephonically regarding any revisions that shall be made to the Section 8 Housing Voucher application packet and the annual Voucher Program re-examination materials in light of the new Voucher Program Enforcement Protocol. If there are any disputes regarding the United States' proposed revisions to the Section 8 Housing Voucher application packet, and the annual Voucher Program re-examination materials, the parties shall make a good faith attempt to resolve the dispute and agree within fourteen (14) days. If the parties still cannot

agree, either or both may petition the Court to resolve the dispute.

29. HACoLA will initiate the process to revise the Administrative Plan for the following fiscal year after implementation of the Voucher Program Enforcement Protocol, so that the Administrative Plan is made consistent with the Protocol. This Agreement does not require the Administrative Plan to include the terms of the Protocol.

B. PROHIBITION ON MEMORANDA OF UNDERSTANDING

30. HACoLA implemented, as part of another settlement, an agreement not to enter into any Memoranda of Understanding (MOUs) with the cities of Lancaster and Palmdale for the provision of additional investigative services with respect to the Voucher Program until March 2015. HACoLA will extend this moratorium to include all cities and public entities within its jurisdiction and to last at least until the expiration of the Agreement in this case.

31. HACoLA will not conduct any Section 8 field compliance checks and will not enter into any MOU with any city or public entity as it relates to providing investigators to participate in a Section 8 field compliance check program.

32. HACoLA agrees that its priorities with regard to the enforcement of the Voucher Program will not be directed or controlled by LASD or any city or public entity within whose jurisdiction HACoLA operates.

C. PROHIBITION ON PROVIDING DATA REGARDING VOUCHER PARTICIPANTS AND THEIR LANDLORDS

33. HACoLA agrees to refrain from providing identifying information regarding voucher holders, including but not limited to a voucher holder's 1) name, 2) race, 3) street address or 4) landlord, to any third party, including but not limited to Lancaster, Palmdale or LASD. This Agreement does not prohibit HACoLA from (1) providing for non-discriminatory purposes, statistical and demographic information that does not include identifying information about individual voucher holders, (2) disclosing, for the limited purpose of determining program eligibility, identifying

information about individual voucher holders as required by federal law, (3) engaging in a double-blind informational sharing process with law enforcement, or (4) providing information to LASD or any other law enforcement agency for legitimate law enforcement purposes. For the purposes of this Agreement, it is not a legitimate law enforcement purpose for LASD to investigate HACoLA voucher holders strictly in connection with their compliance with the Voucher Program. In the event that HACoLA provides information covered under this paragraph during the term of this Agreement, within fifteen (15) days of providing such information, HACoLA shall provide the following information to the United States: 1) for what legitimate non-discriminatory purpose the information was provided and 2) to whom the information was provided. HACoLA shall also provide a copy of such information to the United States.

VII. LANCASTER AND PALMDALE

34. The paragraphs contained in this Section shall apply only to Lancaster and Palmdale.

A. PROHIBITION ON SEEKING DATA REGARDING VOUCHER PARTICIPANTS AND THEIR LANDLORDS

35. For the period of time that this Agreement is in effect against the Cities, the Cities shall not seek identifying information regarding voucher holders from HACoLA, including but not limited to a voucher holder's: 1) name, 2) race, 3) street address or 4) landlord. This Agreement does not prohibit either city from seeking statistical and demographic information for non-discriminatory purposes, such as to assess the city's affordable housing needs. For the duration of this Agreement, Lancaster and Palmdale shall maintain a record of each request for such statistical or demographic information from HACoLA. These records shall be provided to the United States in accordance with the reporting requirements contained in Section X of this Agreement.

36. Neither Lancaster nor Palmdale shall seek information from any landlord

about whether the landlord rents or intends to rent to voucher holders. Lancaster and Palmdale maintain that none of their existing ordinances or code provisions require the gathering of such information. To the extent that any of the city's ordinances and/or code provisions, or the method of their implementation or enforcement, currently require landlords to provide such information, within thirty (30) days of the Effective Date, the city will revise such ordinances and/or code provisions, or the method of their implementation or enforcement, to remove such requirement. The city shall provide to the United States a copy of any original and revised ordinance, code provision, and/or implementation or enforcement method within ten (10) days after their revision.

37. During the duration of this Agreement, should Lancaster or Palmdale receive unsolicited information or complaints involving a person identified as a voucher holder or complaints regarding a landlord identified as someone who rents to a voucher holder, the city shall process such complaints in the same manner that it processes complaints involving individuals who are not voucher holders or landlords of voucher holders, including by referring such complaints to the appropriate city department or third party entity. Lancaster and Palmdale may, however, refer complaints regarding voucher holders or landlords who rent to voucher holders to HACoLA.

38. Lancaster and Palmdale shall refrain from conducting independent investigations of complaints about Section 8 violations, the voucher holders and their household members, and/or the voucher holders' landlords, unless the practice of conducting independent investigations is consistent with the City's practice in responding to similar complaints that are not related to voucher holders and/or their landlords.

B. FAIR AND AFFORDABLE HOUSING MARKETING PLAN

39. Within ninety (90) days of the Effective Date, Lancaster and Palmdale each shall submit an Affordable and Fair Housing Marketing Plan to the United States

for review and approval. In Palmdale, the Fair Housing Liaison, and in Lancaster, the Fair Housing Services Provider in connection with the Fair Housing Liaison, discussed in Section V, *supra*, will be charged with drafting and implementing the Plan. The goal of the Plan will be to make clear that Lancaster and Palmdale are open to all residents of Los Angeles County regardless of race. The United States shall have thirty (30) days to approve the Plan and/or recommend changes. Should the United States propose changes, each city will have fifteen (15) days to accept the United States' changes or initiate a meet and confer whereby the parties will attempt to resolve their dispute. Should the United States fail to respond after thirty (30) days, Lancaster and Palmdale have the right to contact, by electronic mail, the representative for the United States and request an answer within five (5) business days. In the absence of a response from the United States within five (5) business days, the Plan will be considered approved. If after a good faith attempt to resolve any disputes over the Plan the parties still cannot agree, either or both may petition the Court to resolve the dispute. Outreach activities will commence within thirty (30) days of the United States' approval of the city's Plan (or the Court's approval, if applicable). Each city shall provide proof of the Plan's implementation within sixty (60) days after the initial undertaking and at every reporting interval thereafter for the duration of this Agreement.

40. The Plan should include at least the following:

a. A description of at least five (5) specific outreach and marketing activities that the city will undertake to promote the city as open to all residents regardless of race. Examples of such marketing activities include, but are not limited to, campaigns on Facebook, Twitter, or similar social media sites; print, radio, or TV advertisements; notices on the city's website or in city newsletters; press releases; posters and/or flyers to be posted or distributed; and public events to promote the city as inclusive and open to everyone;

b. The persons and entities that the city will contact with its outreach campaign, including, but not limited to, government agencies and/or non-profit organizations involved with fair and affordable housing issues; newspapers and radio or television stations; and community spaces, such as public libraries and community centers;

c. A draft of the outreach and marketing materials the city will use in connection with the Plan, including the social media campaigns, advertisements, posters and/or flyers; and

d. A description of how community fair housing training sessions, which will be held on at least a once-yearly basis, are to be publicized and advertised. The trainer and curriculum used for these trainings must be approved in advance by the United States. Should the United States fail to respond to the proposed trainer and/or curriculum after thirty (30) days, Lancaster and Palmdale have the right to contact, by electronic mail, the representative for the United States and request an answer within five (5) business days. In the absence of a response from the United States within five (5) business days, the trainer and/or curriculum will be considered approved.

41. All outreach and marketing materials, including advertisements, must be submitted to the United States for advance approval. If the United States does not reject the submission within thirty (30) days, the content shall be deemed approved.

42. For the duration of this Agreement, the Fair Housing Liaison shall maintain records related to all outreach efforts, including: copies of all outreach and marketing materials, including advertisements, press releases, notices, and social media postings; dates of publication; and information regarding coordination with non-profit organizations and government agencies.

C. ESTABLISHMENT OF A PUBLIC HOUSING AUTHORITY

43. Should Lancaster or Palmdale seek to establish its own Public Housing Authority ("PHA"), the city shall provide the United States with copies of any data and/or reports regarding the proposal to establish a PHA within forty-eight (48) hours of when they are made public. The city will open the proposed PHA to public review and participation. The city shall notify the United States within forty-eight (48) hours of any public meetings and/or hearings at which the establishment of a PHA was discussed.

D. ADOPTION AND ENFORCEMENT OF LOCAL ORDINANCES AND INITIATIVES

44. During the term of this Agreement, neither Lancaster nor Palmdale shall adopt or implement any local ordinances that treat voucher holders or those landlords who rent to voucher holders differently from other renters and landlords, nor shall it enforce any local ordinance in a way that penalizes voucher holders or those landlords who rent to voucher holders.

45. For the duration of this Agreement, if Lancaster or Palmdale considers the adoption of any local ordinances or initiatives that regulate the rental of housing and/or that will affect the availability of rental housing in the city, including but not limited to zoning amendments, the city will provide the United States with copies of such draft ordinances and initiatives, including copies of any reports, data or analyses that serve as justification for the passage of such ordinances fifteen (15) days in advance of the ordinances being presented to the city council for final approval. In addition, the city shall provide the United States with: 1) the name of the department(s) and/or office(s) responsible for enforcement, and 2) efforts the city intends to make to ensure that enforcement is undertaken in a non-discriminatory manner. These ordinances or initiatives shall be drafted in consultation with or reviewed by the city's Fair Housing Liaison and the city's counsel.

46. Within thirty (30) days of the Effective Date, Lancaster will provide the

United States with the following information regarding Ordinance No. 869 (establishing the Rental Housing Business License and Preservation Inspection Program) and Ordinance No. 908 (relating to Chronic Nuisance Properties), and Palmdale will provide the United States with the following information regarding the Business License Ordinance and the Rental Unit Inspection Program ("RUIP"): 1) current copies of such ordinances and initiatives; 2) the name of the department(s) and/or office(s) responsible for their enforcement; and 3) an outline of the enforcement scheme. Each city's Fair Housing Liaison, in conjunction with the city's counsel, shall be responsible for reviewing and revising as appropriate said enforcement schemes to ensure that they conform to fair housing laws.

47. From the Effective Date forward, Lancaster and Palmdale shall maintain the following records in connection with enforcement of any ordinances or initiatives that regulate the rental of housing or that will affect the availability of rental housing in the city, including Lancaster's Ordinances 869 and 908 and Palmdale's Business License Ordinance and the RUIP: 1) the address of the subject property; 2) the name(s) of the record title owner and/or landlord of the subject property; 3) the name(s) of the tenant(s) living at the subject property, if known; 4) the nature of the alleged violation; 5) the nature of the enforcement action, if any, taken against either the record title owner(s) or the tenant(s); 6) the penalty, if any, assessed for any such violation(s); and 7) copies of correspondence sent regarding such violations to either the record title owner(s) or the tenant(s). With respect to Palmdale's Business License Ordinance, Palmdale is only required to maintain the records described above for those business licenses obtained for residential rental properties. Records relating to enforcement of ordinances or initiatives as covered in this paragraph shall be provided to the United States in accordance with the reporting requirements contained in Section X of this Agreement.

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C. REVIEW OF COMPLAINTS OF HOUSING DISCRIMINATION

48. Within forty-five (45) days of the Effective Date, Lancaster and Palmdale shall submit to the United States written procedures according to which residents may file complaints of housing discrimination against the city, its employees, agents, or elected or appointed officials. Each city's Fair Housing Liaison and/or Fair Housing Services Provider shall be charged with drafting and implementing such procedures. In Palmdale, the Liaison shall be responsible for receiving such complaints; in Lancaster, the Fair Housing Services Provider shall be responsible for receiving such complaints. The procedures shall include, but not be limited to: 1) the contact information for the Fair Housing Liaison in Palmdale and the Fair Housing Services Provider in Lancaster, and any other city offices where complaints of discrimination may be lodged; 2) the process for making the complaint, including identifying any forms that need to be completed; 3) when residents will receive written notice of receipt of their complaint; and 4) the length of time it will take for the complaint to be reviewed and a written response to be provided to the resident. These procedures will be subject to review and approval of the United States.

49. Within seven (7) days of the approval by the United States, Lancaster and Palmdale shall post a link to such procedures in an easily accessible, prominent place on its website, including a link to any form(s) that must be completed to initiate the complaint process and the locations, business hours and telephone numbers of the offices where such forms shall be filed, including but not limited to the office of the Fair Housing Liaison in Palmdale and the Fair Housing Services Provider in Lancaster.

50. Lancaster and Palmdale, through their Fair Housing Services Provider and/or Fair Housing Liaison, shall retain complete copies of each complaint of discrimination received during the duration of the Agreement as well as the written response thereto. For the duration of this Agreement, Lancaster and Palmdale shall provide copies of all complaint forms to the United States in accordance with the reporting requirements under Section X of this Agreement.

VIII. COMPENSATION AND OTHER RELIEF FOR AGGRIEVED PERSONS

51. Within sixty (60) days of the Effective Date, HACoLA shall ensure that the total sum of One Million Nine Hundred Seventy Five Thousand Dollars ($1,975,000) is deposited in a single interest bearing bank account for conduct engaged in by HACoLA, Lancaster, and Palmdale, for the purpose of compensating persons who may have been harmed by the Defendants' alleged discriminatory conduct ("aggrieved persons"). This money shall be referred to as the "Settlement Fund." The County of Los Angeles will deposit the monies into the Settlement Fund on HACoLA's behalf. In addition, within thirty (30) days of the Effective Date, HACoLA shall submit proof to the United States that the Settlement Fund account has been established and the funds deposited. HACoLA shall establish and manage the Settlement Fund. HACoLA shall only draft checks on, or otherwise withdraw money from, the Settlement Fund for the purposes set forth in this Agreement and with the written authorization of the United States. This written authorization may be in the form of the notice of distribution referenced in paragraph 65 or other written notice as may be made by the United States pursuant to this Agreement. The only persons authorized to sign the checks issued from the Settlement Fund are HACoLA's Executive Director and Director of Financial Management.

52. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be used as set forth in this Agreement.

53. The United States and HACoLA will compensate aggrieved persons according to the terms outlined in Attachment D.

54. HACoLA will reinstate voucher holders that are approved through the reinstatement process identified in paragraph 60, and pursuant to Attachment D.

55. HACoLA and the United States will endeavor in good faith to resolve any differences regarding the qualification of a particular aggrieved person.

56. HACoLA will, within thirty (30) days of the Effective Date, provide the United States with a list of voucher holders who participated in the Voucher Program

in Lancaster and Palmdale between July 1, 2008 and July 1, 2011. The list will include each head of household's name, last known address and the head of household's social security number. HACoLA also will make available to the United States all of the participant and/or compliance files that are in HACoLA's possession for voucher holders who participated in the Voucher Program from 2004-2008. Reasonable copying costs to reproduce the files will be borne by the United States. The United States will use the list and/or files for the purpose of identifying potentially aggrieved persons, including those who may qualify for housing authority record expungement via HUD's Enterprise Income Verification ("EIV") system. With respect to aggrieved persons whose records will be expunged under the terms of this Agreement, HACoLA shall confirm whether or not those alleged aggrieved persons were recipients of the Section 8 Voucher Program. The United States will provide one list of names for review and HACoLA will have thirty (30) days to perform the identification process. If HUD requires additional documentation for the expungement process, beyond the list that HACoLA has agreed to provide under this paragraph, the United States shall prepare such documentation. The United States will make the final decision on the pool of aggrieved persons whose records shall be expunged by HUD as part of this Agreement.

57. Upon the execution of the Agreement, the United States will endeavor to identify a list of potentially aggrieved persons, including persons eligible for reinstatement.

58. The United States will provide the names of potentially aggrieved persons, including persons eligible for reinstatement, to HACoLA on a rolling basis.

59. Within sixty (60) days of receiving names of potentially aggrieved persons, including persons eligible for reinstatement, HACoLA may review its files to determine whether it possesses information that would disqualify any potentially aggrieved person from receiving an award from the fund or a reinstatement and provide a list of persons whose status as aggrieved persons HACoLA challenges and

information supporting the opposition, including the relevant files, to the United States.

60. As to those whom the United States proposes be reinstated to the Voucher Program, HACoLA will indicate whether it objects to reinstatement. Upon HACoLA's non-objection within sixty (60) days of the United States making a recommendation, the reinstatement will be deemed final and will become part of the final distribution notice referenced in paragraph 65.

a. HACoLA will not unreasonably object to the United States' recommended reinstatements, and will not object without providing a factual basis for its objection that is specific to the proffered household and is supported by documents or other evidence that could have been presented at the time of termination.

b. If HACoLA objects to a proposed reinstatement, the United States may move the Court for its approval, or may substitute its recommendation for another household, within the limits set forth in Attachment D.

c. The procedure relating to the Court's review will be either set by the Court or agreed to by the United States and HACoLA. The evidence presented will not be limited to the evidence that was considered at the time of termination and/or at a previous administrative hearing, but may include any relevant evidence that could have been presented at the time of termination and/or the administrative hearing.

d. Neither the United States nor the aggrieved persons recommended for reinstatement have any civil or administrative appellate rights to the Court's decision relating to reinstatement.

e. No later than thirty (30) days after HACoLA's non-objection, the expiration of the sixty (60) day objection period, or an order of this

Court approving the reinstatement of alleged aggrieved persons, HACoLA shall reinstate the aggrieved persons to the Voucher Program. Each alleged aggrieved person who is awarded a reinstatement must comply with and meet all of the generally-applicable eligibility requirements of the HACoLA Section 8 program, fill out all of the required forms, and provide all of the required information in a timely fashion in order to enable HACoLA to comply with the thirty-day reinstatement process. If an alleged aggrieved person does not meet the HACoLA Section 8 requirements, he or she will not be reinstated, and the United States may propose another household for reinstatement. If an alleged aggrieved person is untimely in providing required information, the reinstatement process will be delayed. In such case, HACoLA will inform the United States about the delay, including details about the information that is missing or delayed, and an expected timeline for reinstatement.

61. The Defendants shall cooperate with the United States' efforts to identify victims, by, upon reasonable notice, permitting the inspection and copying of any documents, information or records in their possession, custody, or control, or that of their agents or employees that the United States believes to be necessary in identifying persons who may be entitled to relief under this Agreement. The United States shall bear the costs of such inspection and copying.

62. The United States will make a final decision on a pool of aggrieved persons, including those voucher holders whom the United States believes are entitled to reinstatement, no later than 300 days from the Effective Date.

63. At that time, the United States will provide HACoLA with sworn declarations from each of the potentially aggrieved persons outlining the harm that each experienced that is the basis for their damages award and a proposed damages

award amount.

64. HACoLA shall have sixty (60) days to review the declarations and object to the categorization of particular aggrieved persons, but not the award amount. Nothing in this paragraph requires HACoLA to review declarations or make objections.

65. Should HACoLA object, the United States and HACoLA shall have thirty (30) days to endeavor in good faith to resolve any differences regarding the categorization of particular aggrieved persons. After considering HACoLA's position(s), the United States will make the final decision regarding the categorization of aggrieved persons and give notice of the distribution to the Court. The United States shall also identify to the Court aggrieved persons who have been or will be reinstated, based either on HACoLA's non-objection, or the Court's order following the procedures set forth in paragraph 60.

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

67. After the United States has received a signed release from a particular aggrieved person in the form of Attachment E, it will distribute the settlement check(s) to that person in the amount stated in the notice of distribution. At the end of the fiscal year of distribution HACoLA will issue 1099s to the alleged aggrieved persons and provide the 1099s to the United States. The United States is responsible for distributing the 1099s to the recipients of the settlement checks.

68. The amount allocated to a particular aggrieved person may be supplemented by funds provided by LASD.

69. After the satisfaction of paragraphs 51-67, above, and the expiration of the corresponding time periods, in the event that less than the total amount in the Settlement Fund, including accrued interest, is distributed to aggrieved persons, the remainder shall revert to HACoLA.

IX. PAYMENT TO THE UNITED STATES

70. Within sixty (60) days of the Effective Date, HACoLA shall pay $25,000 (twenty-five thousand dollars) to the United States pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

X. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

71. Within sixty (60) days of the Effective Date, and every six (6) months thereafter for the duration of this Agreement, each Defendant shall deliver to the United States a report containing information regarding Defendants' compliance with the provisions of this Agreement during the preceding reporting period, including but not limited to:

a. Certificates acknowledging receipt of Non-Discrimination Policies and this Settlement Agreement;

b. Certificates of attendance of fair housing training; and

c. Implementation of the Fair and Affordable Housing Marketing Plan, pursuant to Section VII.B.

The final report required pursuant to this paragraph shall be delivered to the United States no later than sixty (60) days prior to the applicable expiration date of the Agreement.

72. At least sixty (60) days in advance of the due date of each six-month report, the United States will provide a written reminder notice to the Fair Housing Liaison and counsel for each Defendant.

73. Beginning on the Effective Date, each Defendant shall notify the United States in writing within fifteen (15) days of receipt of any written complaint, or oral complaint that was memorialized in writing, against the Cities and HACoLA AHD, their agents, employees, deputies, elected or appointed officials regarding housing discrimination, including intimidation or retaliation. If the complaint is written,

Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address and telephone number, if known. Defendants shall also promptly provide the United States with all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of the substance of any resolution of such complaint. This provision does not apply to complaints received directly by the United States. This paragraph shall not require Defendants to notify the United States of claims of discrimination made in the employment context which are protected by privacy rights.

74. During the term of this Agreement, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Agreement, including, but not limited to: the Voucher Program; voucher holders; any ordinances or other local laws affecting housing, including but not limited to rental housing and the Voucher Program; any studies, analyses or data collected regarding the Voucher Program or its effects, including drafts; any referrals to law enforcement agencies or other entities regarding complaints against voucher holders or their landlords; and any actions taken by that Defendant's governing body, including county or city councils, commissions or advisory boards, that might affect voucher holders or the regulation of rental housing in Los Angeles County and/or the Cities of Lancaster and Palmdale. This paragraph does not create any obligation for Defendants to create or keep records not ordinarily created or kept in the course of business unless specifically provided for elsewhere in this Agreement. For the duration of this Agreement, upon reasonable notice to counsel for the Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times, at the United States' expense.

XI. JURISDICTION, SCOPE AND DURATION OF AGREEMENT

75. The Parties agree jointly to file this Agreement with the United States District Court for the Central District of California, in a matter to be captioned *United*

States v. Housing Authority of the County of Los Angeles, et. al., Civil Action No. --CV--. The joint motion shall request that the Court enter the Agreement pursuant to Federal Rule of Civil Procedure 41(a)(2), and conditionally dismiss the complaint in this action without prejudice, while retaining jurisdiction to enforce the Agreement. The joint motion shall further request that this action be removed from the Court's active caseload until further application by the Parties or order of the Court. The Parties will request that the Court retain jurisdiction over this action and that the Court's conditional dismissal will not prejudice any party to the action.

76. The parties stipulate and the Court finds that the Court has personal jurisdiction over the Defendants for purposes of this civil action, and subject matter jurisdiction over the United States' claims resolved by this Agreement pursuant to 28 U.S.C. § 1345, and 42 U.S.C. § 3614(a).

77. The provisions of this Agreement shall apply to all Defendants' officers, agents, employees, elected or appointed officials, successors and assigns, and all persons acting in active concert or participation with them.

78. This Agreement shall become effective upon entry by the Court and shall remain in effect against the Defendants for a period of two (2) years and six (6) months, except that the Agreement shall remain in effect against HACoLA for a period of: (a) six (6) years with respect to paragraphs 25 and 30-33; and (b) four (4) years for paragraphs 26 and 73-74. If any Defendant has failed substantially to satisfy the terms of this Agreement, or the United States has good cause to believe that any violations of the Fair Housing Act are ongoing, the United States may file a motion requesting that the term of the Agreement be extended.

79. This Agreement resolves all of the United States' claims. No prior drafts or prior contemporaneous communications, oral or written, will be relevant or admissible for the purposes of determining the meaning of any provision herein in any litigation or other proceeding.

80. The Agreement is enforceable only by and against the Parties. No person

or entity is intended to be a third-party beneficiary of the provisions of the Agreement for the purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under the Agreement. This paragraph does not preclude any person from exercising any rights that they have under the law notwithstanding the existence of this Agreement.

81. Defendants agree that they have entered or will enter into separate Settlement Agreements for full and complete mutual releases, dismissals and waivers of all outstanding claims, including but not limited to indemnity and defense claims related to this lawsuit and Settlement Agreement, the MOUs, the field compliance checks, and for the complaints and cross-complaints in Case No. BC496605 of the Los Angeles Superior Court and Case No. 30-2012-00615196-CU-BC-CJC in the County of Orange Superior Court for waivers of costs and fees.

XII. ENFORCEMENT OF THIS AGREEMENT

82. The United States will provide written notice to Defendants regarding any failure to comply with the terms of this Agreement as soon as practicable after the United States learns of a violation. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement.[2] However, in the event of a failure by Defendants to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, any party may move this Court to impose any remedy authorized by law or equity. Remedies include, but are not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees that

[2] As appropriate, the parties agree to bring the matter before a mutually agreed-upon mediator in a good-faith attempt to resolve the dispute. Once the disputed matter is identified, any mediation must be completed within thirty (30) days. Should the parties fail to agree on the selection of a mediator or fail to resolve the dispute within the thirty (30) day time period, any party may directly petition the Court. The United States may also petition the Court directly in circumstances warranting immediate judicial intervention or when the United States alleges a repeated or serious breach of the Agreement.

may have been occasioned by the violation or failure to perform. Absent exigent circumstances, the United States will allow a Defendant thirty (30) days to cure a violation of this Agreement before moving the Court for relief as to that particular violation.

83. Although Defendants do not admit liability for the United States' allegations in this matter, *see* paragraph 3, *supra*, in the event that any Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. §3614(d)(1)(C)(ii).

84. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile or email, each of which shall be deemed an original, but all of which signed and taken together shall constitute one document and have the same force and effect as an original.

XIII. COSTS OF LITIGATION

85. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

XV. MODIFICATION OF THE AGREEMENT

86. The provisions in this Agreement, including time limits for performance, may be modified by written agreement of the parties or by motion to the Court. Other than extensions of time limits for performance, if the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Agreement or until such time as the Court indicates through written order that it has not approved the modification.

XVI. TERMINATION OF LITIGATION HOLD

87. The parties agree that, as of the Effective Date, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described

above, the party is no longer required to maintain such litigation hold. However, HACoLA, Lancaster, and Palmdale shall retain all information necessary to identify potentially aggrieved persons until the process described in Section VIII, *supra*, is complete. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.

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Respectfully submitted this 20th day of July, 2015.

For the UNITED STATES OF AMERICA:

LORETTA E. LYNCH
Attorney General

EILEEN M. DECKER
United States Attorney

/s/
VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

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

/s/
STEVEN H. ROSENBAUM
Chief

ROBYN-MARIE LYON MONTELEONE
Assistant United States Attorney
Assistant Division Chief
Civil Rights Unit Chief, Civil Division

/s/
R. TAMAR HAGLER
Deputy Chief

/s/
NORRINDA BROWN HAYAT
CARRIE PAGNUCCO
KATHRYN LADEWSKI
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice

ATTACHMENT 1

For the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES:

MARY C. WICKHAM
Interim County Counsel
County of Los Angeles

EMILIO SALAS
Deputy Executive Director
Housing Authority of the County of Los Angeles

For the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES:

MARY C. WICKHAM
Interim County Counsel
County of Los Angeles

EMILIO SALAS
Deputy Executive Director
Housing Authority of the County of Los Angeles

ATTACHMENT 1

For the CITY OF LANCASTER, CALIFORNIA:

MARK V. BOZIGIAN
City Manager

ATTEST:

LINDA BRODERIUS
Deputy City Clerk

APPROVED AS TO FORM:

ALLISON E. BURNS
City Attorney

ATTACHMENT 1

For the CITY OF PALMDALE, CALIFORNIA:

ATTEST:

REBECCA J. SMITH
City Clerk

CITY OF PALMDALE:

KEN PULSKAMP
Interim City Manager

APPROVED AS TO FORM:

WM. MATTHEW DITZHAZY
City Attorney

ATTACHMENT 1

Attachment A

NON-DISCRIMINATION POLICY

It is the policy of [identify Defendant here] to comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.*, by ensuring that housing is available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means that, among other things, [insert Defendant here] and its agents or employees must not discriminate in any aspect of housing, including but not limited to denying persons access to housing, because of race, color, religion, national origin, disability, familial status, or sex. Such agents and employees may not:

a. Make unavailable or deny a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;

b. Discriminate against any person in the terms, conditions, or privileges of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;

c. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex, or an intention to make any such preference, limitation, or discrimination; or

d. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or

on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

Any agent or employee who fails to comply with this non-discrimination policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal treatment of citizens on the basis of race, color, religion, national origin, disability, familial status, or sex, may constitute a violation of state or federal fair housing laws. An individual who believes that he or she is the victim of discrimination may contact the U.S. Department of Housing and Urban Development at 1-207-945-0467, or the U.S. Department of Justice at 1-800-896-7743.

Attachment B

ACKNOWLEDGMENT OF RECEIVING AND REVIEWING AGREEMENT AND NON-DISCRIMINATION POLICY

I have received a copy of the Settlement Agreement entered by the Court in United States v. Housing Authority of the County of Los Angeles, et al., Civil Action No. XXXX (C.D. Cal.). I have also received a copy of the attached Non-Discrimination Policy. The Agreement and the Non-Discrimination Policy were explained to me by my employer, and all questions concerning these documents were answered. I have read and understood the Agreement and the Non-Discrimination Policy.

_____

DATE

_____

EMPLOYEE/AGENT NAME (PRINT)

_____

EMPLOYEE/AGENT SIGNATURE

Attachment C

CERTIFICATION OF TRAINING

I, _____, hereby acknowledge that on _____ 20 ___, I completed an in-person training by _____on the requirements of the Fair Housing Act, 42 U.S.C. §§ 3601-19. It has been explained to me that this training was required by the Settlement Agreement entered by the United States District Court for the Central District of California in United States v. Housing Authority of the County of Los Angeles, et al., Civil Action No. XXXX. The training was held for ___hours.

I understand my obligation to not discriminate against any person by making housing unavailable or applying different terms, conditions or privileges of housing because of race, color, religion, national origin, disability, familial status (having children under age 18), or sex.

I understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

I declare under penalty of perjury that the foregoing is true and correct.
Executed this _____ day of _____, 20__.

_____
EMPLOYEE/AGENT NAME (PRINT)

_____
EMPLOYEE/AGENT SIGNATURE

Attachment D

CATEGORIES OF AGGRIEVED PERSONS AND COMPENSATION AMOUNTS

I. MONETARY RELIEF

Pursuant to the Settlement Agreement HACoLA will contribute $1,975,000 to a fund, which will be used to compensate African-American voucher holder households living in Lancaster or Palmdale who meet one of the victim categories below based on a compliance check or field pro term between January 2004 and July 2011. HACoLA will pay the United States $25,000 to vindicate the public interest.

II. CATEGORIES

CATEGORY 1	CATEGORY 2	CATEGORY 3
1) Voucher Holder Households subjected to a Section 8 compliance check* who were terminated from the Voucher Program for unauthorized tenancy or unreported income and who retained their vouchers; or, 2) Voucher Holder Households subjected to a Section 8 compliance check involving LASD; or, 3) Voucher Holder Households issued an on-the-spot termination (a field pro-term) and who retained their vouchers; unless drugs were found during the compliance check.**	1) Voucher Holder Households subjected to a Section 8 compliance check* who were terminated from the Voucher Program for unauthorized tenancy or unreported income and who lost their vouchers; or 2) Voucher Holder Households issued an on-the-spot termination (a field pro-term) and who lost their vouchers; or 3) Voucher Holder Households subjected to a compliance check who, as a result of a threat by HACoLA or LASD personnel, withdrew from the Section 8 program or moved away from the Antelope Valley; or 4) Voucher Holder Households subjected to repeat or multiple (three or more) Section 8 compliance checks where no violations were found; unless drugs were found during the compliance check.**	Voucher Holder Households in either Categories 1 or 2 plus the following Aggravating Factors: 1) Children were home alone during the compliance check; or 2) Excess LASD personnel (3 or more entering the home) accompanied HACoLA investigators on a compliance check; or 3) HACoLA, along with LASD and/or Lancaster or Palmdale, jointly investigated Section 8 violations, leading to a criminal investigation for fraud on the program; or 4) HACoLA failed to provide notification of the status of the voucher following the compliance check specifically in the face of statements made by the investigator that termination would be imminent; or 5) Voucher holder was subject to multiple independent on-the-spot terminations (field pro terms) within a two year period.
Up to $5,000	**Up to $15,000**	**Up to $25,000**

* 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.

**Note: For this exclusion to apply, any drugs found must be documented with photographs by HACoLA personnel and/or a valid citation or arrest by LASD, 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).

III. REINSTATEMENTS

Pursuant to the Settlement Agreement, HACoLA will reinstate five (5) African-American voucher holders who lived in Lancaster or Palmdale and were terminated between January 2004 and July 2011. The United States is permitted to identify up to fifteen (15) aggrieved persons for reinstatement until the five (5) reinstatements have been allotted by HACoLA, either by non-objection or by Court order. The procedure regarding reinstatements is generally set forth in the Agreement and will be further developed after it is entered by the Court.

Attachment E

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. Housing Authority of the County of Los Angeles, et al., Civil Action No. XXXX, 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 Housing Authority of the County of Los Angeles ("HACoLA"), the City of Lancaster, California ("Lancaster") and the City of Palmdale, California ("Palmdale") (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. Furthermore, I expressly waive all rights I may have, or claim to have, under the provisions of California Civil Code Section 1542 which provides in relevant part:**

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING

THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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

ATTACHMENT 1