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18 UNITED STATES DISTRICT COURT  
 19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20	UNITED STATES OF AMERICA,	)	No. CV 15-5471
21	Plaintiff,	)	
22		)	
23	v.	)	
24	THE HOUSING AUTHORITY OF	)	COMPLAINT AND REQUEST
25	THE COUNTY OF LOS ANGELES,	)	FOR JURY TRIAL
26	CITY OF LANCASTER,	)	
27	CALIFORNIA, and CITY OF	)	
28	PALMDALE, CALIFORNIA,	)	
	Defendants.	)	

**INTRODUCTION**

1  
2 1. This action is brought by the United States to enforce Title VIII of the  
3 Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988,  
4 42 U.S.C. §§ 3601, *et seq.* (“the Fair Housing Act”).

5 2. Defendants, the Housing Authority of the County of Los Angeles  
6 (“HACoLA”), the City of Lancaster, California (“Lancaster”) and the City of  
7 Palmdale, California (“Palmdale”), separately and collectively have engaged in a  
8 pattern or practice of discrimination against African-American residents of Lancaster  
9 and Palmdale, including those who participated in the federal Section 8 Housing  
10 Choice Voucher Program (“the voucher program”).

11 3. In direct response to racially-based public opposition to the growing  
12 presence of African-American voucher holders living in Lancaster and Palmdale  
13 (collectively “the Cities”), the Cities initiated and teamed with HACoLA and the Los  
14 Angeles County Sheriff’s Department (“LASD”) in a targeted campaign of  
15 discriminatory enforcement against African-American voucher holders in order to  
16 discourage and exclude them and other African Americans from living in the Cities.  
17 City officials contracted with HACoLA for additional investigative services and  
18 devoted substantial financial resources to voucher program enforcement efforts;  
19 directed and encouraged LASD deputies to become involved in HACoLA’s  
20 enforcement efforts; fueled public opposition to the voucher program by making  
21 disparaging statements about voucher program participants; and discouraged landlords  
22 from renting to voucher holders. There was no legitimate law enforcement or  
23 programmatic justification for these types of extraordinary enforcement efforts.

24 4. HACoLA and LASD used their resources to effectuate the Cities’ mutual  
25 discriminatory goals, and to carry out their own discriminatory motives, by  
26 disproportionately subjecting African-American voucher holders in the Cities to more  
27 intrusive and intimidating compliance checks and referring those households for  
28 termination from the voucher program at greater rates than white voucher holders



1 living in the Cities, or any voucher holders living elsewhere in the County of Los  
2 Angeles (“the County”).

3 **JURISDICTION AND VENUE**

4 5. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and  
5 1345 and 42 U.S.C. § 3614(a).

6 6. Venue is proper under 28 U.S.C. § 1391(b) because the actions giving rise  
7 to the United States’ allegations occurred in the Central District of California and  
8 Defendants are located in the Central District of California.

9 **DEFENDANTS**

10 7. Defendant Housing Authority of the County of Los Angeles operates the  
11 Section 8 Housing Choice Voucher Program (the “voucher program,” and also  
12 commonly referred to as “Section 8”), which is authorized under 42 U.S.C. § 1437f  
13 and administered by the United States Department of Housing and Urban Development  
14 (“HUD”), for the unincorporated parts of the County and for those incorporated cities  
15 in the County that are not served by independent housing authorities, including the  
16 Cities of Lancaster and Palmdale. HACoLA is governed by the Los Angeles County  
17 Board of Supervisors, sitting as the Board of Commissioners of the Housing Authority  
18 of the County of Los Angeles, which consists of five elected members.

19 8. Since at least 2004, HACoLA has administered approximately 23,000  
20 vouchers throughout the County. Approximately 4,000 voucher holders live in  
21 Lancaster and Palmdale.

22 9. Defendant City of Lancaster is a municipal agency located in Los Angeles  
23 County, California. Lancaster is governed by a five-member City Council and a City  
24 Manager whom the City Council appoints.

25 10. Defendant City of Palmdale is a municipal agency located in Los Angeles  
26 County, California. Palmdale is governed by a five-member City Council and a City  
27 Manager that the City Council appoints.

28

1 11. From 2004 until June 2011, Lancaster contracted with HACoLA to  
2 provide additional HACoLA investigative services to enforce voucher program rules  
3 against voucher holders in Lancaster.

4 12. From 2005 until June 2011, Palmdale contracted with HACoLA to pay  
5 for additional HACoLA investigative services to enforce voucher program rules  
6 against voucher holders in Palmdale.

7 13. The United States filed a separate complaint against, and has entered into  
8 a settlement agreement with, the County of Los Angeles and LASD to resolve claims  
9 against LASD arising from the conduct alleged below, including the United States'  
10 claims under the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, and 42 U.S.C. § 14141.  
11 *See United States v. County of Los Angeles*, No. 2:15-cv-03174 (C.D. Cal.). The Court  
12 approved the settlement agreement by order, dated May 1, 2015.

### 13 FACTUAL ALLEGATIONS

#### 14 **A. Demographic Change Fueled Racial Tensions and Drove Opposition to the** 15 **Voucher Program in the Cities**

16 14. The Antelope Valley is a geographic region in northern Los Angeles  
17 County and includes the Cities of Lancaster and Palmdale.

18 15. The Cities have a history of residential racial segregation and of excluding  
19 African-American residents. In the 1960s, African-American families who wanted to  
20 live in the Antelope Valley were concentrated and directed to the neighboring  
21 historically African-American community of Sun Village.

22 16. Between 1990 and 2010, the African-American populations of Lancaster  
23 and Palmdale grew rapidly. During those years, the population of Lancaster expanded  
24 from 97,291 to 156,633. During that time, the proportion of non-Hispanic whites in the  
25 total population decreased from 79% of the population to 49.6% of the population.  
26 Also during that time, the proportion of African Americans increased from 7.4% of the  
27 population to 20.5% of the population.  
28



1 17. Similarly, between 1990 and 2010, the population of Palmdale expanded  
2 from 68,917 to 152,750. During that time, the proportion of non-Hispanic whites in  
3 the total population decreased from 76% to 49% of the population. Also during that  
4 time, the proportion of African Americans increased from 6.4% of the population to  
5 14.8% of the population.

6 18. The voucher program is intended to offer a choice in housing and to  
7 provide an opportunity for low-income citizens to relocate to higher opportunity  
8 neighborhoods such as those found in the Antelope Valley. Those who are approved  
9 to receive a voucher may apply for tenancy with any landlord, including private  
10 landlords, who agree to accept payment through the voucher.

11 19. Between 2000 and 2008, the overall number of residents participating in  
12 the voucher program in the Cities increased significantly, as did the number of  
13 African-American voucher holders. In Lancaster, the number of African-American  
14 voucher holders increased from 510 to 1,530, and in Palmdale, from 455 to 825.

15 20. In 2010, approximately 73% of the voucher holders in Lancaster and  
16 approximately 69% of the voucher holders in Palmdale were African American. By  
17 comparison, in 2010, approximately 37% of HACoLA's entire voucher program  
18 population and approximately 40% of households on its wait list were African  
19 American.

20 21. Individual residents in the Cities expressed opposition to the growing  
21 number of voucher holders through social media, including a Facebook page titled "I  
22 Hate Section 8" (which has since been removed), public forums, and complaints to city  
23 officials. Some of this opposition was based on racial stereotypes and used derogatory  
24 terms to describe voucher holders. On an online public forum, one citizen noted, "My  
25 earlier prediction that the entire LA county section of the Antelope Valley is being  
26 'ghettoized' has been confirmed by a tour of the area this week.... I see 'creeping  
27 darkness' even on the west side as well." On another site, a June 2012 post included  
28

1 racist lyrics from a song entitled, “Nigger, Nigger,” which was written by a white  
2 supremacist in the mid-1960s in response to the civil rights movement.

3 22. Lancaster and Palmdale city officials repeatedly made public statements  
4 that expressed agreement with the community opposition to the voucher program and  
5 its participants. For example, Lancaster City Council Member Sherry Marquez stated  
6 during a Lancaster Section 8 Commission meeting, “Unfortunately, those that receive  
7 the vouchers do not stay in the City of Los Angeles; they migrate to the Antelope  
8 Valley . . . . Lancaster soon will be inundated with another group.” A Palmdale  
9 councilmember stated that he wanted to make sure that “Section 8” did not “swarm the  
10 valley.” City officials in both Lancaster and Palmdale publicly discussed strategies  
11 for discouraging voucher holders from locating in the Antelope Valley and publicly  
12 commended terminations of voucher holders from the program.

13 **B. Defendants Devoted Substantial Resources to Targeted Enforcement of the**  
14 **Voucher Program Against African Americans in the Antelope Valley in an**  
15 **Effort to Discourage Their Presence and Drive Them Out of the Cities**

16 23. Beginning in 2004, in response to the racially-charged opposition to the  
17 growing presence of African-American voucher holders in Lancaster and Palmdale, the  
18 Cities teamed with HACoLA and LASD to pursue targeted enforcement of the voucher  
19 program against African Americans.

20 24. Each Defendant spent significant financial resources to promote  
21 aggressive enforcement of the voucher program rules against African-American  
22 voucher holders living in the Antelope Valley.

23 25. In 2004, Lancaster entered into a Memorandum of Understanding  
24 (“MOU”) with HACoLA to fund a “fraud investigator” dedicated to providing  
25 additional voucher enforcement services. Pursuant to the MOU, Lancaster agreed to  
26 pay half the salary for two investigators to be employed by HACoLA who would work  
27 exclusively in Lancaster. Under the MOU, the County paid the other half of both  
28 investigators’ salaries.



1           26. In 2005, Palmdale entered into a similar MOU with HACoLA for one  
2 fraud investigator to provide additional voucher enforcement services in Palmdale.

3           27. Both cities renewed their MOUs with HACoLA every year until 2011.

4           28. The fraud investigators who were hired pursuant to the MOUs were  
5 directed by HACoLA and by Lancaster and Palmdale elected officials and staff.

6           29. The fraud investigators hired pursuant to the MOUs acted as agents of the  
7 cities to which they were assigned.

8           30. The job of a fraud investigator is to determine whether a voucher holder  
9 has complied with his or her "Family Obligations Form," also called the "housing  
10 contract." The housing contract requires participants to refrain from criminal activity  
11 that is drug-related, violent, or that threatens the health, safety or right to peaceful  
12 enjoyment of neighbors, and to refrain from certain non-criminal activity, such as  
13 permitting a person not named on the lease to reside on the premises without  
14 permission of the housing authority or not reporting all of the household's income. 41  
15 U.S.C. § 1437f(o)(7)(D); 24 C.F.R. § 982.551. Any of these violations of the housing  
16 contract can be considered engaging in "fraud" against the housing authority.

17           31. HACoLA can seek to substantiate allegations or suspicions of housing  
18 contract violations by conducting a "compliance check" in the voucher holder's home,  
19 although a home visit is not required. If HACoLA believes there has been a housing  
20 contract violation, it may, at its discretion, respond in a number of ways, including by  
21 issuing a warning, providing counseling, establishing repayment plans for unreported  
22 income, terminating participants from the program, and in some circumstances,  
23 referring participants for criminal prosecution for fraud against the housing authority.

24           32. The fraud investigators hired pursuant to the MOUs investigated alleged  
25 violations of the housing contract almost exclusively through unannounced compliance  
26 checks of voucher holder homes.

27           33. Prior to the MOUs, from approximately 1999 until 2004, HACoLA  
28 employed between one and three fraud investigators for its entire jurisdiction.

1           34. From 2005 to 2011, HACoLA, with partial funding from the Cities,  
2 dedicated approximately the same number of investigators to the Antelope Valley as to  
3 the rest of HACoLA's jurisdiction, despite the fact that less than 20% of all of  
4 HACoLA's voucher holders lived in the Antelope Valley.

5           35. All of the Lancaster and Palmdale fraud investigators hired under the  
6 MOUs were retired LASD deputies, had their primary offices in the sheriff's stations  
7 located in each city, were issued LASD email accounts with which to conduct their  
8 HACoLA business, passed out business cards to voucher holders that had LASD  
9 station contact information on them, and partnered with deputy sheriffs as they  
10 undertook their investigations.

11           36. The Cities asserted at the time of the inception of the MOUs that the  
12 MOUs were necessary to address criminal activity purportedly caused by voucher  
13 program participants.

14           37. There was no evidence at the time of the inception of the MOUs that the  
15 Antelope Valley had higher incidences of voucher program fraud than the rest of  
16 HACoLA's jurisdiction or that crime in the Antelope Valley was linked to an increased  
17 presence of voucher holders.

18           38. In addition, even after Lancaster and LASD conducted statistical studies  
19 revealing that the presence of voucher holders did not impact crime rates, both  
20 Lancaster and LASD continued to assert that the purpose of the MOUs was to address  
21 growing crime rates.

22           39. From 2004 through 2011, Lancaster and Palmdale elected officials and  
23 staff, including Lancaster's Section 8 Commission and Palmdale's Safety Office,  
24 oversaw, directed and monitored the activities of the Antelope Valley fraud  
25 investigators, including the number of investigations, compliance checks and  
26 terminations.

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1           **C. Enforcement of the Voucher Program In the Antelope Valley was Harsher**  
2           **and More Consequential than Enforcement Elsewhere in the County and**  
3           **Targeted African Americans**

4           40. At the urging of the Cities, HACoLA's investigations of voucher holders  
5 in Lancaster and Palmdale differed significantly from its investigations in the rest of its  
6 jurisdiction, including in the following ways:

- 7           a. HACoLA investigators in the Cities were frequently accompanied by  
8           LASD deputies during HACoLA compliance checks at voucher holders'  
9           homes (in some instances, multiple LASD deputies – as many as nine –  
10           participated in the checks);
- 11           b. between 2006 and 2009, HACoLA fraud investigators disproportionately  
12           took the severe step of issuing on-the-spot proposed terminations, or  
13           “field pro-terms,” against voucher holders in the Cities, a practice  
14           HACoLA ultimately terminated based on its misuse in the Antelope  
15           Valley; and,
- 16           c. HACoLA investigated voucher holders and terminated them from the  
17           program at significantly higher rates in Lancaster and Palmdale than in  
18           the rest of its jurisdiction.

19           41. The voucher holder enforcement policies and practices in the Antelope  
20 Valley, as summarized in paragraph 40, had a discriminatory effect on African  
21 Americans because they resulted in a disparate impact on African Americans or  
22 perpetuated segregated housing patterns because of race. The enforcement policies  
23 and practices in the Antelope Valley were unnecessary to achieve a substantial,  
24 legitimate nondiscriminatory interest of HACoLA, Lancaster or Palmdale. Any such  
25 interest could have been served by another practice that had a less discriminatory  
26 effect.

1           42. At the urging of the Cities, HACoLA subjected African-American  
2 voucher holders in Lancaster and Palmdale to enforcement-related actions at greater  
3 rates than white voucher holders in the Cities, including:

- 4           a. using anonymous fraud hotline calls as the basis for a HACoLA fraud  
5 investigation;
- 6           b. conducting in-home compliance checks by HACoLA fraud investigators;
- 7           c. involving LASD sheriff's deputies in HACoLA compliance checks  
8 although there was no legitimate law enforcement purpose for doing so;  
9 and,
- 10          d. terminating participants from the voucher program for fraud or other  
11 program violations.

12           **D. Defendants Lancaster and Palmdale Took Numerous Actions to Encourage  
13 and Pressure African-American Residents, Including Voucher Holders, to  
14 Move Away from the Cities**

15           43. In addition to funding fraud investigators and spending significant city  
16 resources to finance its MOU with HACoLA, Lancaster officials acted to reduce  
17 Lancaster's number of African-American residents by, among other things:

- 18           a. forming a Section 8 Commission to pressure HACoLA to terminate as  
19 many voucher holders as possible;
- 20           b. requesting routine reporting from HACoLA in order to monitor the results  
21 of the MOU and track the number of voucher terminations that resulted  
22 from increased voucher program enforcement efforts;
- 23           c. continuing to prioritize voucher program enforcement efforts in the face  
24 of the city's own studies that indicated there was no link between  
25 increases in crime in Lancaster and the presence of voucher holders;
- 26           d. making public statements suggesting that voucher holders were not  
27 welcome in Lancaster, such as that Lancaster needed to "wage war" on  
28 Section 8 and that there was "good Section 8" (i.e., people with



1 disabilities and the elderly) and “bad Section 8,” and statements intended  
2 to discourage African Americans from moving to the Antelope Valley by  
3 suggesting that they were at a risk of dying sooner there than if they lived  
4 in Los Angeles;

- 5 e. encouraging citizens to report neighbors whom they knew were or  
6 assumed to be voucher holders to HACoLA and LASD for alleged non-  
7 criminal violations of the housing contract;
- 8 f. referring African-American families for investigation by LASD deputies  
9 based on allegations of minor infractions, such as children riding across  
10 their neighbors’ lawns on bicycles, and/or based on the discriminatory  
11 statements of their white neighbors;
- 12 g. enforcing a rental license ordinance exclusively against landlords who  
13 rented to voucher holders; and,
- 14 h. incentivizing landlords to evict their voucher holder tenants under a  
15 chronic nuisance ordinance.

16 44. In addition to funding a fraud investigator and spending significant city  
17 resources to finance its MOU with HACoLA, Palmdale officials also acted to reduce  
18 Palmdale’s number of African-American residents by, among other things:

- 19 a. funding a district attorney investigator who was specifically assigned to  
20 develop criminal cases against voucher holders in Palmdale based solely  
21 on violations of the housing contract;
- 22 b. creating an anonymous crime hotline that was designed to take complaints  
23 regarding both criminal activity and voucher program violations;
- 24 c. requesting routine reporting from HACoLA in order to monitor the  
25 implementation of the MOU and track the number of voucher  
26 terminations that resulted from increased voucher program enforcement  
27 efforts;

28

- 1 d. urging HACoLA to implement additional Section 8 enforcement
- 2 mechanisms;
- 3 e. emphasizing to voucher holders the high cost of living in the Antelope
- 4 Valley as a way to discourage them from moving to Palmdale;
- 5 f. publically conflating the voucher program with issues of crime absent any
- 6 formal or informal analysis to prove the alleged link, and with the
- 7 knowledge that perceptions about the voucher program were based on
- 8 stereotypes and unfounded fears rather than evidence;
- 9 g. fueling public opposition to the voucher program by making public
- 10 statements such as that Palmdale needed to be “as vigilant as possible”
- 11 with respect to Section 8 enforcement and that Palmdale needs to make
- 12 sure that voucher holders did not “swarm our valley”;
- 13 h. passing a rental inspection ordinance and applying a pre-existing business
- 14 license ordinance to single-family homes, thereby subjecting voucher
- 15 holders and their landlords to inspection and scrutiny; and,
- 16 i. attempting to secede from HACoLA to gain full control of the
- 17 administration of the voucher program in Palmdale.

18 45. Lancaster is liable for conduct engaged in by HACoLA in Lancaster,  
19 including conduct that was engaged in at the city’s direction or urging, that had a  
20 discriminatory intent or effect on African-American voucher holders in Lancaster.  
21 Palmdale is liable for conduct engaged in by HACoLA in Palmdale, including conduct  
22 that was engaged in at the city’s direction or urging, that had a discriminatory intent or  
23 effect on African-American voucher holders in Palmdale.

24 **E. The Cities and HACoLA joined with LASD to Use Its Police Powers to**  
25 **Pressure African-American Residents, Including Voucher Holders, to Move**  
26 **Away from the Cities**

27 46. Lancaster and Palmdale each contract with LASD to provide local  
28 policing services in their municipalities. The cities have entered into separate,



1 identical agreements, called “City-County Municipal Law Enforcement Services  
2 Agreements.” Each agreement states that “the Sheriff or his designee shall serve as  
3 Chief of Police of the City and shall perform the functions of the Chief of Police at the  
4 direction of the City.” Section 2.1, Administration of Personnel. The agreements  
5 provide that LASD officers “shall be deemed to be [] officer[s] or employee[s] of the  
6 City while performing such service for the City.” Section 2.6. During the time relevant  
7 to the allegations in this Complaint, LASD assigned a total of approximately 400  
8 deputies to stations in the Cities of Lancaster and Palmdale (“LASD-AV”). LASD-AV  
9 deputies policing in the Cities pursuant to the Municipal Law Enforcement Services  
10 Agreements were acting as agents of the Cities.

11 47. Beginning in 2004, at the Cities’ request, LASD-AV teamed with  
12 HACoLA to pursue enforcement of the voucher program and of the administrative  
13 requirements of the contract between HACoLA and voucher holders.

14 48. LASD-AV’s enforcement of Section 8 targeted African-American  
15 voucher holders.

16 49. LASD-AV deputies joined HACoLA investigators and acted  
17 independently of HACoLA to pursue enforcement efforts at voucher program  
18 households, including by intimidating, harassing, and facilitating the termination of  
19 voucher holders from the program. LASD departed from ordinary procedures  
20 employed elsewhere in the County by:

- 21 a. accompanying HACoLA on a disproportionately large percentage of  
22 compliance checks in the Antelope Valley as compared to other areas of  
23 Los Angeles County where HACoLA’s and LASD’s jurisdictions  
24 overlap;
- 25 b. sending deputies, sometimes as many as nine, on HACoLA compliance  
26 checks of the homes of voucher holders in the absence of any legitimate  
27 justification;

28

- 1 c. questioning voucher holders about their compliance with the voucher
- 2 program's rules;
- 3 d. referring voucher holders for criminal prosecution for voucher program
- 4 violations;
- 5 e. independently using law enforcement tools, such as probation and parole
- 6 checks and arrest warrants, to obtain information about voucher program
- 7 violations;
- 8 f. failing to properly issue *Miranda* warnings even when deputies had a
- 9 legitimate reason to enter voucher-holder homes; and
- 10 g. providing confidential information about voucher holders to third parties.

11 50. LASD-AV deputies improperly comingled their law enforcement  
12 functions with HACoLA's administrative process and participated in HACoLA  
13 investigations without justification.

14 51. As a result of these practices, LASD-AV deputies were able to interview  
15 people and conduct searches before the individuals understood their rights, including  
16 that they might be incriminating themselves by participating in the housing contract  
17 compliance check.

18 52. LASD-AV deputies' questions often had no purpose other than to  
19 substantiate voucher program violations. LASD-AV deputies also used information  
20 gathered during these administrative compliance checks to further criminal  
21 investigations based solely on the voucher holders' alleged voucher program  
22 violations.

23 53. LASD-AV's role in the enforcement of the voucher program's rules was  
24 motivated, at least in part, by the unsubstantiated perception among some members of  
25 the Antelope Valley community, including public officials, press, residents and  
26 deputies themselves, that African Americans in the voucher program had brought  
27 increased crime to the region.

28



1 54. LASD-AV's enforcement efforts were part of racially biased opposition  
2 to African-American voucher holders moving to and living in Lancaster and Palmdale.

3 **F. Defendants' Actions Were Taken with the Intent to Discriminate, and Had**  
4 **the Effect of Discriminating, Against African Americans**

5 55. The actions that Defendants took against African-American voucher  
6 holders in the Antelope Valley, as set forth above, were conducted with the intent to  
7 harass African Americans, cause African Americans to leave the city, and discourage  
8 African Americans from moving into the Antelope Valley. Defendants' conduct, as  
9 set forth above, had an unlawful disproportionate impact on African-American voucher  
10 holders.

11 56. The inclusion of LASD in the enforcement of the voucher program in  
12 Lancaster and Palmdale, subjected voucher holders in the Antelope Valley to far more  
13 *intrusive and intimidating searches of their homes than voucher holders elsewhere in*  
14 *the County.*

15 57. Defendants' enforcement scheme resulted in harsher administrative or  
16 criminal consequences for many African American voucher holders living in the  
17 Antelope Valley, compared to non-African American voucher holders, or those living  
18 outside of the Antelope Valley.

19 58. As a result of Defendants' conduct set forth above, numerous African-  
20 American voucher holders lost their housing because of race. Some of the African-  
21 American voucher holders who were terminated were not reinstated and have not  
22 found alternate permanent housing.

23 **CLAIMS**

24 59. Plaintiff re-alleges and herein incorporates by reference the allegations set  
25 forth in paragraphs 1 – 58 above.

26 60. The houses and apartments of voucher holders are dwellings within the  
27 meaning of 42 U.S.C. § 3602(b).

28 61. The conduct of Defendants described above constitutes:

- 1 a. A denial of housing or making housing unavailable because of race, in  
2 violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a);  
3 b. Discrimination in the terms, conditions, or privileges of rental of a  
4 dwelling, or in the provision of services or facilities in connection  
5 therewith, because of race, in violation of Section 804(b) of the Fair  
6 Housing Act, 42 U.S.C. § 3604(b); and  
7 c. Coercion, intimidation, threats, or interference with persons in the  
8 exercise or enjoyment of, or on account of their having exercised or  
9 enjoyed, their rights under Section 804 of the Fair Housing Act, in  
10 violation of Section 818 of the Fair Housing Act, 42 U.S.C. § 3617.

11 62. The conduct of Defendants described above constitutes:

- 12 a. A pattern or practice of resistance to the full enjoyment of rights granted  
13 by the Fair Housing Act, in violation of 42 U.S.C. § 3614(a); or  
14 b. A denial to a group of persons of rights granted by the Fair Housing Act,  
15 which raises an issue of general public importance, in violation of 42  
16 U.S.C. § 3614(a).

17 63. Persons who may have been victims of the Defendants' discriminatory  
18 practices, including African-American voucher holder families and other African-  
19 American renters and homeowners living in Palmdale and Lancaster, have been  
20 injured by Defendants' discriminatory conduct. Such persons are aggrieved persons as  
21 defined in 42 U.S.C. § 3602(i), and may have suffered damages as a result of  
22 Defendants' conduct.

23 64. Defendants' conduct was malicious, intentional, willful, and/or taken with  
24 reckless disregard for the rights of others.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, the United States prays that the Court:

- 27 a. Enter a judgment declaring that Defendants' conduct, as alleged herein,  
28 violates the Fair Housing Act;



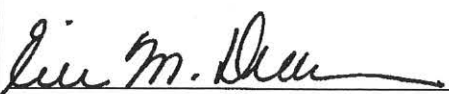
- 1           b.     Enter an order enjoining the Defendants, their agents, employees, assigns,  
2                    successors and all other persons in active concert or participation with  
3                    them, from:
- 4                    i.     Denying housing, or otherwise making housing unavailable  
5                            because of race, in violation of 42 U.S.C. § 3604(a);
- 6                    ii.    Discriminating in the terms, conditions, or privileges of rental of a  
7                            dwelling, or in the provision of services or facilities in connection  
8                            therewith, because of race in violation 42 U.S.C. § 3604(b); and
- 9                    iii.   Coercing, intimidating, threatening, or interfering with a person in  
10                           the exercise or enjoyment of, or on account of her having exercised  
11                           or enjoyed, or on account of her having aided or encouraged any  
12                           other person in the exercise or enjoyment of, a right granted or  
13                           protected by Section 804 of the Fair Housing Act, in violation of  
14                           42 U.S.C. § 3617;
- 15           c.     Enter an order enjoining Defendants from failing or refusing to take such  
16                    affirmative steps as may be necessary to prevent the recurrence of any  
17                    discriminatory or otherwise unlawful conduct in the future and to  
18                    eliminate, to the extent practicable, the effects of Defendants'  
19                    discriminatory or otherwise unlawful conduct;
- 20           d.     Enter an order requiring such action by the Defendants as may be  
21                    necessary to restore all persons aggrieved by the Defendants'  
22                    discriminatory housing practices to the position they would have occupied  
23                    but for such discriminatory conduct;
- 24           e.     Award monetary damages, pursuant to 42 U.S.C. § 3614(d)(1)(B), to all  
25                    persons harmed by the Defendants' discriminatory practices;
- 26           f.     Assess a civil penalty against the Defendants to vindicate the public  
27                    interest, in an amount authorized by 42 U.S.C. § 3614(d)(1)(C).
- 28

1 The United States further prays for such additional relief as the interest of justice  
2 may require.

3  
4 Respectfully submitted this 20th day of July, 2015.

5  
6 For the UNITED STATES OF AMERICA:

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9 

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