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18 UNITED STATES DISTRICT COURT
 19 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 20 WESTERN DIVISION
 21

22 UNITED STATES OF AMERICA,
 Plaintiff,
 23 v.
 24 CITY OF HESPERIA, et al.,
 25 Defendants.

Case No. 5:19-cv-02298 AB (SPx)

CONSENT ORDER

Honorable André Birotte Jr.
 United States District Judge

I. Introduction

1
2 1. This Consent Order (“Order”) resolves all allegations contained in the
3 United States’ Supplemental Complaint (ECF No. 54), specifically: (1) that Defendants
4 City of Hesperia (“City”), County of San Bernardino (“County”) and San Bernardino
5 County Sheriff’s Department (“Sheriff’s Department”) (collectively “Defendants”),
6 violated the Fair Housing Act, 42 U.S.C. §§ 3601-3631, by engaging in a pattern or
7 practice of discrimination on the basis of race or national origin through the enactment
8 and enforcement of a “crime-free” rental housing program (“Crime-Free Rental Housing
9 Program”), with the intent, effect, and impact of driving African-American and Hispanic
10 or Latinx (“Latinx”) residents out of Hesperia; and (2) that, through this conduct, the
11 City violated Title VI of the Civil Rights Act of 1964 (“Title VI”), 42 U.S.C. §§ 2000d-
12 2000d7; the Title VI implementing regulation issued by the United States Department of
13 Housing and Urban Development (“HUD”), 24 C.F.R. Part 1; and the City’s Title VI
14 contractual assurances.

15 2. Defendants deny the United States’ allegations. By agreeing to entry of this
16 Consent Order, Defendants do not admit any liability.

17 3. In November 2015, the City created the Crime-Free Rental Housing
18 Program, requiring rental property owners to: (1) register their properties with the City
19 and pay an annual fee; (2) conduct a criminal background check of prospective adult
20 tenants and submit the names of prospective adult tenants to the Sheriff’s Department for
21 background screening; (3) include a “Crime-Free Lease Addendum” in all new and
22 renewed residential leases, stating that any criminal activity “on or near” the rental
23 property would result in an eviction notice for all household tenants, regardless of
24 whether the alleged criminal activity resulted in an arrest or conviction; and (4) submit to
25 annual inspections of rental properties and correct any perceived risks related to potential
26 criminal activity. The Crime-Free Rental Housing Program imposed fines for property
27 owners who failed to meet these requirements. The Program went into effect on January
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1 1, 2016. In 2017, the City amended the Crime-Free Rental Housing Program by
2 removing the mandatory nature of certain requirements.

3 4. The United States alleges that Defendant Sheriff’s Department, a law
4 enforcement agency that is part of Defendant County (collectively “County
5 Defendants”), assisted in the creation of the Crime-Free Rental Housing Program, and
6 was tasked by the City with its enforcement pursuant to a contractual agreement between
7 Defendant City and Defendant County for the provision of local police services to the
8 City by the Sheriff’s Department. The United States alleges that the Sheriff’s
9 Department determined that tenants should be evicted under the Crime-Free Rental
10 Housing Program, even where there was no arrest or conviction, and pressured property
11 owners to evict tenants.

12 5. The United States alleges that statements by City and Sheriff’s Department
13 officials indicate that the Crime-Free Rental Housing Program was enacted with the
14 discriminatory intent of evicting and deterring African-American and Latinx renters
15 from living in Hesperia. Additionally, the United States alleges that, as a result of the
16 enforcement of the Crime-Free Rental Housing Program, African-American and Latinx
17 renters were evicted at disproportionately high rates when compared to non-Hispanic
18 white renters in Hesperia.

19 6. In 2021, the City enacted an ordinance requiring any property owner renting
20 or intending to rent residential property within the City to obtain business licenses
21 (“Business License Ordinance”). The United States alleges that the Business License
22 Ordinance requires such persons to pay annual fees described during public comment as
23 “exorbitant,” and submit to annual property inspections. The City was permitted to
24 withhold a business license if a rental property owner or landlord did not register their
25 property in the Crime-Free Rental Housing Program.

26 7. The City amended this ordinance in June 2022 to provide an option for self-
27 certification inspections. The City represents that these self-certifications have lower fees
28

1 than full inspections.

2 8. Defendant City is a recipient of federal financial assistance from HUD. As a
3 condition of receiving federal financial assistance, the City certified that it agreed to
4 comply with all requirements imposed by Title VI and HUD's regulation implementing
5 Title VI, which prohibit discrimination on the grounds of race or national origin in any
6 of a grant recipient or subrecipient's operations.

7 9. On June 2, 2016, HUD's Assistant Secretary for Fair Housing and Equal
8 Opportunity filed a complaint with HUD against the City under 42 U.S.C. §
9 3610(a)(1)(A)(iii), alleging violations of the Fair Housing Act and Title VI and, on
10 November 17, 2016, filed a First Amended Complaint adding the County and Sheriff's
11 Department as respondents. On October 16, 2019, after completing its investigation,
12 HUD charged Defendants with unlawful discrimination in violation of the Fair Housing
13 Act. On November 1, 2019, the City elected to have the case heard in a civil action, and
14 the Secretary of HUD authorized the Attorney General to commence a civil action
15 pursuant to 42 U.S.C. § 3612(o). On February 27, 2020, HUD notified the City that it
16 had failed to comply with Title VI and its implementing regulation. On April 9, 2020,
17 HUD concluded that it was unable to resolve the Title VI allegations voluntarily and
18 therefore referred the Title VI matter to the United States Department of Justice for
19 enforcement, pursuant to 24 C.F.R. § 1.8(a) and 28 C.F.R. § 50.3.

20 **II. Jurisdiction**

21 10. The United States and Defendants (collectively "Parties") agree that the
22 Court has jurisdiction over this action, and may grant the relief sought herein, under 28
23 U.S.C. §§ 1331 and 1345, 42 U.S.C. §§ 3612(o), 3614(a), 2000d to 2000d-7, 24 C.F.R.
24 § 1.8(a), 28 C.F.R. § 42.108, and 28 U.S.C. §§ 2201 and 2202.

25 Accordingly, it is hereby ORDERED:
26
27
28

1 **A. Consent Order Terms Applying to Defendant County of San Bernardino and**
2 **Defendant San Bernardino County Sheriff's Department**

3 **III. General Injunction and Nondiscrimination Provision**

4 11. The San Bernardino County Sheriff's Department, its agents, employees,
5 and all persons acting for or with them, will not:

6 a. Discriminate in the sale or rental of, or otherwise make unavailable or
7 deny, a dwelling to any person, in violation of the Fair Housing Act;

8 b. Discriminate in the terms, conditions, or privileges of the sale or
9 rental of a dwelling, or in the provision of services or facilities in connection with a
10 dwelling, in violation of the Fair Housing Act;

11 c. Adopt, maintain, enforce, or implement any laws, regulations,
12 policies, procedures or practices that discriminate, in violation of the Fair Housing Act;
13 or

14 d. Interfere with or retaliate against any person in the exercise or
15 enjoyment of, or on account of any person exercising or enjoying, or aiding or
16 encouraging another person in exercising or enjoying, any right protected by the Fair
17 Housing Act.

18 **IV. Nonenforcement of the Crime-Free Ordinance**

19 12. The Sheriff's Department will immediately cease enforcing Hesperia's
20 Crime-Free Rental Housing Program and cease performing any activities under
21 Hesperia's Crime-Free Rental Housing Program, including screening of applicants for
22 rental housing in the City of Hesperia.

23 13. Within 30 days of the effective date of this Order, the Sheriff's Department
24 will notify, in writing, all of its agents, employees, and anyone acting for or with them
25 related to the County's contract with the City for the provision of local police services to
26 the City by the Sheriff's Department, that they are no longer enforcing Hesperia's
27 Crime-Free Rental Housing Program or performing any activities under it.

1 14. Within 30 days of the effective date of this Order, the Sheriff’s Department
2 will post and publicly display a written statement, in both English and Spanish, stating
3 that discrimination in housing is illegal and that, in accordance with fair housing laws,
4 they do not discriminate and that they are no longer enforcing Hesperia’s Crime-Free
5 Rental Housing Program or screening applications for rental housing. The statements
6 will appear on the Sheriff’s Department’s websites in an accessible electronic format¹
7 that is easily accessed, including on the home page of the Sheriff’s Department’s
8 “Crime-Free Multi-Housing” website,² and the Hesperia Patrol Station website³; as well
9 as at locations in the Hesperia Patrol Station in which legal notices, announcements, or
10 vacancies are posted. The statements will include, or provide links to, an “Equal Housing
11 Opportunity” statement, in English and Spanish. Defendants may use HUD Form 928,
12 available in English at:
13 <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>, and in Spanish at:
14 <https://www.hud.gov/sites/documents/FHEOPOSTER928SPANISH.PDF>. The
15 statements will remain posted for the duration of the Order.

16 15. Within 30 days of the effective date of this Order, the Sheriff’s Department
17 will notify all rental housing business owners and landlords with residential properties in
18 Hesperia, and all property management companies conducting business in Hesperia, that
19 are currently or were previously registered with Hesperia’s Crime-Free Rental Housing
20 Program or that currently have properties registered in the City of Hesperia through the
21 County’s Crime-Free Multi-Housing Program, that the Sheriff’s Department is no longer
22 enforcing Hesperia’s Crime-Free Rental Housing Program by sending the letter
23

24 ¹ An accessible electronic format (e.g., HTML or MS Word—not PDF) means a
25 format that allows for increasing font size in a word processor or web browser that can
26 be recognized and read by software commonly used by individuals who are blind or have
low vision to read digital information.

27 ² Available at: <https://wp.sbcounty.gov/sheriff/divisions/public-affairs/crime-free-multi-housing/>.

28 ³ Available at: <https://wp.sbcounty.gov/sheriff/patrol-stations/hesperia/>.

1 appearing at Attachment A and including a copy of HUD's 2016 Office of General
2 Counsel Guidance on Application of Fair Housing Act standards to the Use of Criminal
3 Records by Providers of Housing and Real Estate-Related Transactions.⁴ The letter
4 includes statements indicating that rental housing business owners, landlords, and
5 property management companies are not required to conduct criminal background
6 checks of current or prospective tenants or required to include any lease terms or
7 addenda related to crime, and that they should seek to vacate and seal the eviction
8 records of any former tenant, including those identified by the Department of Justice as
9 Aggrieved Persons, whose eviction was related to Hesperia's Crime-Free Rental
10 Housing Program and take steps to repair any resulting damage on former tenants' credit
11 reports. The Sheriff's Department will send this information to all addresses they have
12 on file, including to physical addresses and email addresses, for rental housing business
13 owners and landlords with residential rental properties in Hesperia, and property
14 management companies conducting business in Hesperia that are currently or were
15 previously registered with Hesperia's Crime-Free Rental Housing Program or that
16 currently have properties registered in the City of Hesperia through the County's Crime-
17 Free Multi-Housing Program.

18 **V. Future Policies and Procedures Related to Housing**

19 16. At least 30 days prior to its proposed adoption, the Sheriff's Department
20 will submit to the United States for prior review and approval any Sheriff's Department
21 policy or procedure under consideration that relates to rental housing in Hesperia or that
22 may affect the availability of rental housing in Hesperia. Any such policy or procedure
23 must be based on data or other empirical analysis showing the need for the enactment, be
24 narrowly tailored to meet the stated goal, and include a process to measure its
25 effectiveness. Upon the United States' request, the Sheriff's Department will provide all
26 studies and analyses performed concerning the proposed policy or procedure.

27 _____
28 ⁴ Available at:
https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF.

1 **VI. Sheriff’s Department’s Civil Rights Coordinator**

2 17. Within 60 days of the effective date of this Order, the Sheriff’s Department
3 will designate or hire a Civil Rights Coordinator (“Sheriff’s Department’s Civil Rights
4 Coordinator”), approved in advance by the United States as described below in
5 Paragraph 18. The Sheriff’s Department’s Civil Rights Coordinator will be responsible
6 for ensuring compliance with this Order, and for receiving, reviewing, managing, and
7 responding to civil rights complaints related to housing that arise from, or are related to,
8 the actions of the Sheriff’s Department. Their contact information will be listed on the
9 Sheriff’s Department websites in a readily accessible location. The individual serving as
10 the Sheriff’s Department’s Civil Rights Coordinator may be changed only with prior
11 approval of the United States.

12 18. Within 30 days of the effective date of this Order, the Sheriff’s Department
13 will inform the United States of its preferred candidate for the position of the Sheriff’s
14 Department’s Civil Rights Coordinator and provide their resume, including contact
15 information, to the United States. The United States will respond with any objections to
16 the proposed County Civil Rights Coordinator within 15 days of receipt of this
17 information from County Defendants. If the United States does not approve the proposed
18 Sheriff’s Department’s Civil Rights Coordinator, the County Defendants and the United
19 States will follow the process outlined in Paragraph 107.

20 **VII. Sheriff’s Department Nondiscrimination Policy and Complaint**
21 **Procedure**

22 19. Within 120 days of the effective date of this Order, the Defendant Sheriff’s
23 Department will adopt a written Nondiscrimination Policy and Complaint Procedure
24 (“Sheriff’s Department Nondiscrimination Policy and Complaint Procedure”), available
25 in English and Spanish and approved in advance by the United States as described
26 below in Paragraph 20. The Sheriff’s Department Nondiscrimination Policy and
27 Complaint Procedure will be developed in conjunction with the Sheriff’s Department’s
28

1 Civil Rights Coordinator, will prohibit discrimination related to housing, and will
2 include a formal complaint procedure. The Sheriff's Department Nondiscrimination
3 Policy and Complaint Procedure may not be modified, unless the modification has been
4 approved in advance by the United States.

5 20. Within 90 days of the effective date of this Order, the Sheriff's Department
6 will, through its Civil Rights Coordinator, submit the proposed Sheriff's Department
7 Nondiscrimination Policy and Complaint Procedure to the United States for approval.
8 The Sheriff's Department will cooperate with the United States' review of the Sheriff's
9 Department Nondiscrimination Policy and Complaint Procedure and the Sheriff's
10 Department and the United States will work in good faith to reach agreement on its
11 language. When the United States has approved the Sheriff's Department
12 Nondiscrimination Policy and Complaint Procedure in English, the Sheriff's
13 Department will translate it into Spanish by a certified or licensed professional
14 translator and submit the Spanish language translation to the United States for approval.

15 21. The Sheriff's Department Nondiscrimination Policy and Complaint
16 Procedure must designate the Sheriff's Department's Civil Rights Coordinator to receive
17 and review all complaints of discrimination related to housing made against the Sheriff's
18 Department or any of its agents, employees, or anyone acting for or with them. If the
19 complaint is made verbally, the Sheriff's Department's Civil Rights Coordinator or their
20 designee will ask the complainant to file a written complaint or, if that is not possible or
21 the complainant requires assistance, the Sheriff's Department's Civil Rights Coordinator
22 or their designee will make a written record of the complaint or assist the complainant in
23 doing so. Any complaint made to the Sheriff's Department related to housing will be
24 directed to the Sheriff's Department's Civil Rights Coordinator and subject to this
25 complaint process.

26 22. The Sheriff's Department Nondiscrimination Policy and Complaint
27 Procedure must provide contact information for the Sheriff's Department's Civil Rights
28

1 Coordinator and provide the website address for HUD’s information about making a
2 complaint: [https://www.hud.gov/program_offices/fair_housing_equal_opp/online-](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)
3 [complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint).

4 23. Within 130 days of the effective date of this Order, the Sheriff’s
5 Department will post and publicly display its Nondiscrimination Policy and Complaint
6 Procedure, in English and Spanish on Defendant Sheriff’s Department’s websites,
7 including the “Crime-Free Multi-Housing” website and the Hesperia Patrol Station
8 website described above, in an accessible electronic format that is easily accessed; as
9 well as locations in the Hesperia Patrol Station in which legal notices, announcements, or
10 vacancies are posted. The Sheriff’s Department Nondiscrimination Policy and Complaint
11 Procedure will remain posted and publicly displayed in these locations for the duration
12 of the Order.

13 24. The Sheriff’s Department’s Civil Rights Coordinator will maintain copies
14 of this Order, the Sheriff’s Department Nondiscrimination Policy and Complaint
15 Procedure in English and in Spanish, and the HUD complaint form entitled “Are you a
16 victim of housing discrimination?” in English and in Spanish,⁵ and make these materials
17 freely available to anyone, upon request and without charge, including any person
18 making a complaint.

19 **VIII. Fair Housing Training**

20 25. Within 120 days of the effective date of this Order, and at least annually
21 thereafter, the Sheriff’s Department will provide training(s) on: (1) the Fair Housing Act,
22 with a particular focus on discrimination on the basis of race and national origin and
23 nondiscrimination in government policies and programs; (2) the requirements of this
24 Order; and (3) the Sheriff’s Department Nondiscrimination Policy and Complaint
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26 ⁵ The English version is available here:
27 https://www.hud.gov/sites/documents/DOC_12150.PDF

28 The Spanish version is available here:
https://www.hud.gov/sites/documents/DOC_12153.PDF

1 Procedure described in Section VII. The training(s) will be in-person, delivered either
2 face-to-face or via video conferencing with synchronous instruction. The training(s) will
3 be conducted by an independent, qualified third party, approved in advance by the
4 United States as described below in Paragraph 27 and not associated with any Defendant
5 or their counsel. The training(s) will be video recorded.

6 26. The training(s) will be provided annually to: (1) all Sheriff's Department
7 employees or agents assigned to the Hesperia Patrol Station or who are assigned to, or
8 supervise employees or agents assigned to, the Sheriff's Department's Crime-Free Multi-
9 Housing program; (2) at least one attorney within the County Counsel's office; and (3)
10 the Sheriff's Department's Civil Rights Coordinator.

11 27. At least 30 days prior to the proposed training date(s), the Sheriff's
12 Department will submit to the United States the name(s) of the person(s) or
13 organization(s) proposed to provide the training, together with their contact information
14 and copies of their professional qualifications, a substantive outline of the content of the
15 training, and any materials that will be used for the training, including any handouts and
16 slides. The United States will respond with any objections to the proposed training
17 within 15 days of receipt of this information from the Sheriff's Department. If the United
18 States does not approve the proposed training, the Sheriff's Department and the United
19 States will follow the process outlined in Paragraph 107.

20 28. Each newly-hired individual covered by the training requirements will first
21 receive training within 30 days of the date they begin employment, either by attending
22 the next regularly scheduled annual live training if it occurs within the 30-day period or
23 by viewing the video recording of the most recent live training and receiving copies of
24 any written materials provided for that training.

25 29. As part of the training(s), the Sheriff's Department will provide a copy of
26 this Order, the Sheriff's Department Nondiscrimination Policy and Complaint Procedure
27 described in Section VII, and the text of the Fair Housing Act to each person trained.
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1 30. The Sheriff's Department will require each trainee to execute a Certification
2 of Training, Attachment B, confirming their attendance and receipt of materials, and the
3 date of the training(s). All trainees will complete the certifications at the conclusion of
4 each training session.

5 31. The Sheriff's Department will be responsible for any expenses associated
6 with these trainings.

7 **IX. Community Partnerships and Marketing**

8 32. The Sheriff's Department will partner with at least five community-based
9 organizations that are significantly involved in promoting fair housing or otherwise
10 advocating for the well-being of African-American and Latinx residents and
11 communities in and around Hesperia, which may include community service
12 organizations, legal services organizations, organizations serving immigrant populations,
13 fair housing organizations, civil rights organizations, and other similar groups and
14 organizations, to strengthen relationships between the Sheriff's Department, County, and
15 community, and to facilitate the promotion of fair housing in and around Hesperia. These
16 partnerships will be in addition to any partnerships the Sheriff's Department has
17 established as of the date of this Order. The Sheriff's Department will develop these
18 partnerships in a manner consistent with achieving the goals of the Order. Through these
19 partnerships, the Sheriff's Department will spend a minimum of \$10,000 annually, in
20 addition to funds the Sheriff's Department currently spends, if any, on activities that
21 promote fair housing in Hesperia or the County, which may include outreach, trainings,
22 workshops, community meetings related to fair housing, distribution of materials related
23 to fair housing at community events, meetings with these organizations, and other
24 relationship-building activities with these organizations.

25 33. Within 180 days of the effective date of the Order, the Sheriff's Department
26 will submit a proposal to the United States describing how they will implement the
27 requirements of Paragraph 32. The proposal will include an explanation of the Sheriff's
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1 Department's proposed partner(s) and details relating to the scope of the proposed
2 partnerships. The proposal will be subject to the approval of the United States. The
3 United States will respond with any objections to the proposal within 15 days of receipt
4 of this information from the Sheriff's Department. If the United States does not approve
5 the proposal, the Sheriff's Department and the United States will follow the process
6 outlined in Paragraph 107.

7 34. The Sheriff's Department will evaluate the partnerships outlined in
8 Paragraph 32 annually, in order to identify any needed changes to the partnerships or
9 better promote strong relationships between the Sheriff's Department, County, and
10 community, or promote fair housing in and around Hesperia. Any proposed changes to
11 the Sheriff's Department's partnerships will be subject to the approval of the United
12 States.

13 35. The Sheriff's Department will engage in an affirmative marketing plan to
14 promote fair housing in Hesperia, to encourage the development of housing
15 opportunities in Hesperia, and to emphasize that all housing in Hesperia is available and
16 accessible to all individuals regardless of race or national origin, with a focus on
17 African-American and Latinx communities. The Sheriff's Department will spend at least
18 \$5,000 annually, in addition to funds the Sheriff's Department spends as of the date of
19 this Order, if any, on this marketing. Between 30 and 50 percent of the marketing funds
20 will be spent on Spanish-language marketing to the Latinx community.

21 36. Within 180 days of the effective date of the Order, the Sheriff's Department
22 will submit a proposal to the United States describing how they will implement the
23 requirements of Paragraph 35. The proposal will be subject to the approval of the United
24 States. The United States will respond with any objections to the proposal within 15 days
25 of receipt of this information from the Sheriff's Department. If the United States does
26 not approve the proposal, the Sheriff's Department and the United States will follow the
27 process outlined in Paragraph 107.

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1 37. The Sheriff’s Department will evaluate the marketing plan outlined in
2 Paragraph 35 annually, in order to identify any needed changes to the plan or better
3 promote fair housing in Hesperia, encourage the development of housing opportunities
4 in Hesperia, and emphasize that all housing in Hesperia is available and accessible to all
5 individuals regardless of race or national origin. Any proposed changes to the Sheriff’s
6 Department’s partnerships will be subject to the approval of the United States.

7 **X. Monetary Payments**

8 38. Within 30 days of the effective date of this Order, County Defendants will
9 deposit in an interest-bearing escrow account \$370,000, for the sole purpose of
10 compensating Aggrieved Persons. This money, combined with the City’s contribution,
11 described in paragraph 82, will be referred to as “the Settlement Fund,” and will be
12 administered as described in Section XXVI.

13 39. Within 30 days of the effective date of this Order, County Defendants will
14 pay \$50,000 to the United States pursuant to 42 U.S.C. § 3614(d)(1)(C). The payment
15 will be in the form of an electronic fund transfer in accordance with written instructions
16 to be provided by the United States.

17 **XI. Reporting to the United States**

18 40. Within 90 days of the effective date of this Order, the Sheriff’s Department
19 will submit proof to the United States that they have ceased enforcing and performing
20 any activities under the Crime-Free Rental Housing Program, and made all the required
21 notifications, in accordance with Section IV.

22 41. Within 15 days of making their contribution to the Settlement Fund, County
23 Defendants will submit proof to the United States that the account has been established,
24 that it is an interest-bearing account, and that the funds were deposited.

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1 42. The Sheriff's Department will provide to the United States⁶ notification and
2 documentation of the following events no later than 10 days after they occur:

3 a. Any proposed change to the Sheriff's Department's Civil Rights
4 Coordinator, in accordance with Paragraph 17;

5 b. Any proposed change to the Sheriff's Department Nondiscrimination
6 Policy and Complaint Procedure, in accordance with Paragraph 19;

7 c. Any information indicating that the Sheriff's Department, or any of
8 its agents, employees, or any person acting for or with them, may be in violation of this
9 Order or the Fair Housing Act; and

10 d. Any complaint relating to housing against the Sheriff's Department,
11 or any of its agents, employees, or any person acting for or with it, regarding
12 discrimination, harassment, retaliation, or other violation of this Order, including any
13 complaints made under the Sheriff's Department Nondiscrimination Policy and
14 Complaint Procedure. Notification will include a copy of the complaint. The Sheriff's
15 Department will also provide the United States all information it may request concerning
16 any complaints, and will inform the United States of any resolution within 15 days of
17 reaching any such resolution.

18 43. Within 180 days of the entry of this Order and every six months thereafter,
19 the Sheriff's Department will deliver to the United States a compliance report containing
20 information about Sheriff's Department's compliance with the terms of this Order during
21 the preceding reporting period, including⁷:

24 ⁶ All documents or other communications required by the Order will be sent by
25 email to John Fowler at john.fowler@usdoj.gov, or as otherwise directed by the United
26 States.

27 ⁷ If, as discussed above in the applicable sections of this Order, the deadline for
28 implementing one or more provisions of this Order falls after the first reporting deadline,
the Sheriff's Department will include the relevant information beginning with the first
report to the United States following the implementation deadline.

1 a. Confirmation that the Sheriff's Department has submitted to the
2 United States any Sheriff's Department policy or procedure under consideration that
3 relates to rental housing in Hesperia or that may affect the availability of rental housing
4 in Hesperia, in accordance with Paragraph 16;

5 b. Copies of the Sheriff's Department Nondiscrimination Policy and
6 Complaint Procedure and certification that it has been implemented and is in effect, in
7 accordance with Section VII;

8 c. Certification that the Sheriff's Department has published on the
9 required websites a written statement that they are no longer enforcing Hesperia's
10 Crime-Free Rental Housing Program, in accordance with Paragraph 14 and the Sheriff's
11 Department Nondiscrimination Policy and Complaint Procedure, in accordance with
12 Paragraph 23, and that this information has remained posted during the reporting period;

13 d. Certification that the Sheriff's Department Nondiscrimination Policy
14 and Complaint Procedure has been posted in the required locations in accordance with
15 Paragraph 23 and have remained posted during the reporting period, and photographs of
16 each location where it is posted;

17 e. Certification that all of the Sheriff's Department's employees,
18 including any new employees hired during the reporting period, required to undergo
19 training(s) have attended the required trainings and have received copies of this Order,
20 the Sheriff's Department Nondiscrimination Policy and Complaint Procedure, and the
21 Fair Housing Act, in accordance with Section VIII, and a list including the name and
22 position of each individual required to complete this training;

23 f. Copies of all training certifications, in accordance with Paragraph 30;

24 g. Certification that all complaints subject to the complaint procedure
25 established by Section VII have been reported to the United States, as required by
26 Paragraph 42;

1 h. Summaries of the annual evaluations of County Defendants’
2 community partnerships, as required by Paragraph 34, and County Defendants’
3 marketing plan, as required by Paragraph 37; and

4 i. Certification that County Defendants have completed the marketing
5 required by Paragraph 35, including a description of how the marketing funds were spent
6 during the reporting period.

7 44. The final report due under the preceding paragraph shall be delivered to the
8 United States no later than 60 days prior to the expiration of this Order.

9 XII. Document Preservation, Production, and Record Keeping

10 45. The Sheriff’s Department will preserve, and will cause its Civil Rights
11 Coordinator to preserve, all records that are the source of, contain, or relate to any of the
12 information pertinent to their obligations under this Order. Upon reasonable notice,
13 representatives of the United States will be permitted to inspect and copy all such
14 records at any and all reasonable times or, upon request by the United States, the
15 Sheriff’s Department will provide copies of such documents.

16 46. Upon reasonable notice, the Sheriff’s Department will produce or permit the
17 United States to make copies of any rental or tenancy records, or any other records in the
18 possession, custody, or control of the Sheriff’s Department, that the Sheriff’s
19 Department has not previously provided and that the United States believes will be
20 useful in identifying persons who may be entitled to relief under this Order, unless such
21 records are protected from disclosure by the laws of the United States of America and/or
22 the State of California, in which case those records will be produced with a
23 CONFIDENTIAL designation and will be treated in accordance with the Protective
24 Order entered by the Court. *See* ECF No. 23.

25 XIII. Enforcement

26 47. The United States may monitor the Sheriff’s Department’s compliance with
27 this Order by conducting tests of the complaint process described in Section VII. The
28

1 Sheriff's Department will cooperate with the United States' monitoring of compliance
2 through such tests.

3 **B. Consent Order Terms Applying to Defendant City of Hesperia**

4 **XIV. General Injunction and Nondiscrimination Provision**

5 48. Defendant City, its agents, employees, and all persons acting for or with
6 them, will not:

7 a. Discriminate in the sale or rental, or otherwise make unavailable or
8 deny, a dwelling to any person, in violation of the Fair Housing Act;

9 b. Discriminate in the terms, conditions, or privileges of the sale or
10 rental of a dwelling, or in the provision of services or facilities in connection with a
11 dwelling, in violation of the Fair Housing Act;

12 c. Adopt, maintain, enforce, or implement any laws, regulations,
13 policies, procedures or practices that discriminate, in violation of the Fair Housing Act;

14 d. Interfere with or retaliate against any person in the exercise or
15 enjoyment of, or on account of any person exercising or enjoying, or aiding or
16 encouraging another person in exercising or enjoying, any right protected by the Fair
17 Housing Act; or

18 e. Discriminate as a recipient of federal funding assistance in violation
19 of Title VI.

20 **XV. Repeal of the Crime-Free Ordinance**

21 49. On November 15, 2022, the City repealed the Crime-Free Rental Housing
22 Ordinance as amended in 2017, codified at Chapter 8.20 *et seq.* of the Hesperia Municipal
23 Code prior to repeal. Defendant City ceased enforcing Hesperia's Crime-Free Rental
24 Housing Program, including requesting and inspecting lease agreements, as of this date.

25 50. Within 30 days of the effective date of this Order, Defendant City will
26 notify, in writing, all of its agents, employees, and anyone acting for or with them, that
27 the Crime-Free Rental Housing Program is no longer in effect and that registration in the
28

1 Program is no longer a requirement of registering for the Rental Housing Business
2 License Program.

3 51. Within 45 days of the effective date of this Order, Defendant City will
4 remove all requirements related to Hesperia’s Crime-Free Rental Housing Program and
5 references to any such requirements in its policies and programs. Defendant City will
6 remove all references related to requesting or inspecting lease agreements, or related to
7 lease agreement compliance with Hesperia’s Crime-Free Rental Housing Program, in all
8 written or published materials, including in its “Frequently Asked Questions” section of
9 the City’s Rental Housing Business License and Inspection Program website⁸ and in its
10 Rental Housing Business License and Inspection Program Checklist,⁹ and will remove
11 all references related to Hesperia’s Crime-Free Rental Housing Program in all written or
12 published materials, including the question related to Hesperia’s Crime-Free Rental
13 Housing Program in its Rental Housing Business License and Inspection Application.¹⁰

14 52. Within 30 days of the effective date of this Order, Defendant City will post
15 and publicly display a written statement, in both English and Spanish, stating that
16 discrimination in housing is illegal and that, in accordance with fair housing laws, it does
17 not discriminate and that it is no longer enforcing Hesperia’s Crime-Free Rental Housing
18 Program. The statement will appear on Defendant City’s website in an accessible
19 electronic format¹¹ that is easily accessed, including on the home page of the City’s
20 Building & Safety Department website,¹² the City’s Rental Housing Business License
21

22 ⁸ Available at: <https://www.cityofhesperia.us/1431/Rental-Housing-Business-License-and-Insp>.

23 ⁹ Available at: <http://ca-hesperia.civicplus.com/DocumentCenter/View/16990/Rental-Housing-Business-License-and-Inspection-Program-Checklist?bidId=>.

24 ¹⁰ Available at: <https://www.cityofhesperia.us/RentalHousingApplication>.

25 ¹¹ An accessible electronic format (e.g., HTML or MS Word—not PDF) means a
26 format that allows for increasing font size in a word processor or web browser that can
27 be recognized and read by software commonly used by individuals who are blind or have
28 low vision to read digital information.

¹² Available at: <https://www.cityofhesperia.us/92/Building-Safety>.

1 and Inspection Program website,¹³ and the Rental Housing Business License and
2 Inspection Application;¹⁴ at the offices of Defendant City in which legal notices,
3 announcements, or vacancies are posted; and at all counters where applications are made
4 or information is provided regarding residential housing. The statements will include, or
5 provide links to, an “Equal Housing Opportunity” statement, in English and Spanish.
6 Defendants may use HUD Form 928, available in English at:
7 <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>, and in Spanish at:
8 <https://www.hud.gov/sites/documents/FHEOPOSTER928SPANISH.PDF>. The
9 statements will remain posted for the duration of the Order.

10 53. Within 45 days of the effective date of this Order, Defendant City will
11 notify all rental housing business owners and landlords with residential rental properties
12 in Hesperia, and all property management companies conducting business in Hesperia,
13 that Hesperia’s Crime-Free Rental Housing Program is no longer in effect by sending the
14 letter appearing at Attachment D and including a copy of HUD’s 2016 Office of General
15 Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal
16 Records by Providers of Housing and Real Estate-Related Transactions.¹⁵ The letter
17 includes statements indicating that rental housing business owners, landlords, and
18 property management companies are not required to conduct criminal background
19 checks of current or prospective tenants or required to include any lease terms or
20 addenda related to crime, and that they should seek to vacate and seal the eviction
21 records of any former tenant, including those identified by the Department of Justice as
22 Aggrieved Persons, whose eviction was related to Hesperia’s Crime-Free Rental
23 Housing Program and take steps to repair any resulting damage on former tenants’ credit
24

25 ¹³ Available at: <https://www.cityofhesperia.us/1431/Rental-Housing-Business-License-and-Insp>.

26 ¹⁴ If this application is also available in paper copy, the paper copy will also
27 include the statement.

28 ¹⁵ Available at:
https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF.

1 reports. Defendant City will send this information to all addresses it has on file,
2 including to physical addresses and email addresses, for rental housing business owners
3 and landlords with residential rental properties in Hesperia, and property management
4 companies conducting business in Hesperia, including to any rental housing business
5 owner, landlord, or property management company associated with a person the United
6 States identifies as an Aggrieved Person who was evicted in relation to Hesperia's
7 Crime-Free Rental Program.

8 **XVI. Modification of the Rental Housing Business License Ordinance**

9 54. On June 7, 2022, Defendant City amended the Rental Housing Business
10 License Ordinance, currently codified at Chapter 5.72 *et seq.* of the Hesperia Municipal
11 Code, to reduce certain fees for property owners renting or intending to rent residential
12 properties, including permitting self-certifications for certain property owners in lieu of
13 inspections.

14 55. On October 12, 2022, Defendant City amended the fee schedule for rental
15 housing business licenses by reducing the maximum fees charged for license processing
16 (for both new and existing leases) and inspections. These maximum fees now track the
17 fees reflected in the City's "FEE WORKSHEET FOR RENTAL HOUSING BUSINESS
18 LICENSE AND INSPECTION PROGRAM," provided to the United States on August
19 25, 2022. Defendant City will not raise the maximum fees charged for license processing
20 (for both new and existing leases), inspections, or self-certifications related to rental
21 housing business licenses at a rate that is disproportionate to increases in other fees
22 charged by the City or a rate that is otherwise unreasonable.

23 56. On November 15, 2022, Defendant City amended the Rental Housing
24 Business License Ordinance to remove the requirement of registration in Hesperia's
25 Crime-Free Rental Housing Program.

26 57. Within 30 days of the effective date of this Order, Defendant City will
27 notify, in writing, all of its agents, employees, and anyone acting for or with them, that
28

1 the Rental Housing Business License Ordinance, as well as the corresponding fee
2 structure, has been amended to remove the requirement of registration in Hesperia's
3 Crime-Free Rental Housing Program and to reduce certain fees.

4 58. Within 30 days of the effective date of this Order, Defendant City will post
5 and publicly display a written statement stating that the fee structure under the Rental
6 Housing Business License Ordinance has changed and posting the current fee structure
7 under the Ordinance. The statement will appear on Defendant City's website in an
8 accessible electronic format that is easily accessed, including on the City's Rental
9 Housing Business License and Inspection Program website and the City's Business
10 Licenses website;¹⁶ at the offices of Defendant City in which legal notices,
11 announcements, or vacancies are posted; and at all counters where applications are made
12 or information is provided regarding residential housing.

13 **XVII. Current and Future Policies and Procedures Related to Housing**

14 59. At least 30 days prior to its proposed adoption, Defendant City will submit
15 to the United States for prior review and approval any City ordinance, law, policy or
16 procedure under consideration that relates to rental housing in Hesperia or that may
17 affect the availability of rental housing in Hesperia. Any such policy or procedure must
18 be based on data or other empirical analysis showing the need for the enactment, be
19 narrowly-tailored to meet the stated goal, and include a process to measure its
20 effectiveness. Upon the United States' request, Defendant City will provide all studies
21 and analyses performed concerning the proposed policy or procedure.

22 60. Within 15 days of the effective date of this Order, Defendant City will
23 provide the United States copies of all ordinances, laws, policies, and procedures
24 currently in effect related to rental housing or that may have an effect on the availability
25 of rental housing, including all zoning laws concerning the density of residential housing
26 units, as well as all studies and analyses performed concerning all such ordinances, laws,
27

28 ¹⁶ Available at: <http://cityofhesperia.us/129/Business-Licenses>.

1 policies, and procedures, in order for the United States to assess their compliance with
2 federal law.

3 **XVIII. City Civil Rights Coordinator**

4 61. Within 60 days of the effective date of this Order, Defendant City will hire
5 or designate a Civil Rights Coordinator (“City Civil Rights Coordinator”), approved by
6 the United States as described below in Paragraph 62. The City Civil Rights Coordinator
7 will be responsible for ensuring compliance with this Order, and for receiving,
8 reviewing, managing, and responding to civil rights complaints related to housing within
9 the City. Their contact information will be listed on Defendant City’s website in the
10 same manner as other City employees. The individual serving as the City Civil Rights
11 Coordinator may be changed only with prior approval of the United States.

12 62. Within 30 days of the effective date of this Order, Defendant City will
13 inform the United States of its preferred candidate for the position of the City Civil
14 Rights Coordinator and provide their resume, including contact information, to the
15 United States. The United States will respond with any objections to the proposed City
16 Civil Rights Coordinator within 15 days of receipt of this information from Defendant
17 City. If the United States does not approve the proposed City Civil Rights Coordinator,
18 Defendant City and the United States will follow the process outlined in Paragraph 107.

19 **XIX. City Nondiscrimination Policy and Complaint Procedure**

20 63. Within 120 days of the effective date of this Order, Defendant City will
21 adopt a written Nondiscrimination Policy and Complaint Procedure (“City
22 Nondiscrimination Policy and Complaint Procedure”), related to housing or City
23 programs receiving federal funds, available in English and Spanish and approved by the
24 United States as described below in Paragraph 64. The City Nondiscrimination Policy
25 and Complaint Procedure will be developed in conjunction with the City Civil Rights
26 Coordinator and will prohibit discrimination related to housing or in violation of Title
27 VI, and will include a formal complaint procedure. The City Nondiscrimination Policy
28

1 and Complaint Procedure may not be modified, unless the modification has been
2 approved by the United States.

3 64. Within 90 days of the effective date of this Order, Defendant City will,
4 through its Civil Rights Coordinator, submit the proposed City Nondiscrimination
5 Policy and Complaint Procedure to the United States for approval. The City Civil
6 Rights Coordinator will cooperate with the United States' review of the
7 Nondiscrimination Policy and Complaint Procedure and Defendant City and the United
8 States will work in good faith to reach agreement on its language. When the United
9 States has approved the City Nondiscrimination Policy and Complaint Procedure in
10 English, Defendant City will translate it into Spanish by a certified or licensed
11 professional translator and submit the Spanish language translation to the United States
12 for approval.

13 65. The City Nondiscrimination Policy and Complaint Procedure must
14 designate the City Civil Rights Coordinator to receive and review all complaints of
15 discrimination related to housing or programs receiving federal funds made against the
16 City or any of its agents, employees, or anyone acting for or with them. If the complaint
17 is made verbally, the City Civil Rights Coordinator or their designee will ask the
18 complainant to file a written complaint or, if that is not possible or the complainant
19 requires assistance, the City Civil Rights Coordinator or their designee will make a
20 written record of the complaint or assist the complainant in doing so. The City
21 Nondiscrimination Policy and Complaint Procedure must provide contact information
22 for the City Civil Rights Coordinator and provide the website address for HUD's
23 information about making a complaint:

24 https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

25 66. Within 130 days of the effective date of this Order and throughout the
26 Order's term, Defendant City will post and publicly display its Nondiscrimination Policy
27 and Complaint Procedure, in English and Spanish. The City Nondiscrimination Policy
28

1 and Complaint Procedure will appear on Defendant City’s website, including the home
2 page of the City’s Building & Safety Department website, the City’s Rental Housing
3 Business License and Inspection Program website, and the Rental Housing Business
4 License and Inspection Application¹⁷ described above, as well as the City Planning
5 Department’s homepage,¹⁸ the City Planning Department’s General Information page,¹⁹
6 the City Planning Department’s Forms / Fees / Handouts page,²⁰ the City Code
7 Enforcement homepage,²¹ and the City Building & Safety homepage,²² in an accessible
8 electronic format that is easily accessed; at the offices of Defendant City in which legal
9 notices, announcements, or vacancies are posted; and at all counters where applications
10 are made or information is provided regarding residential housing. The City
11 Nondiscrimination Policy and Complaint Procedure will remain posted and publicly
12 displayed for the duration of the Order.

13 67. The City Civil Rights Coordinator will maintain copies of this Order, the
14 City Nondiscrimination Policy and Complaint Procedure in English and in Spanish, and
15 the HUD complaint form entitled “Are you a victim of housing discrimination?” in
16 English and in Spanish,²³ and make these materials freely available to anyone, upon
17 request and without charge, including any person making a complaint.

18 **XX. Fair Housing and Title VI Training**

19 68. Within 120 days of the effective date of this Order, and at least annually
20

21 ¹⁷ If this application is also available in paper copy, the paper copy will also
22 include the City Nondiscrimination Policy and Complaint Procedure.

23 ¹⁸ Available at: <http://www.cityofhesperia.us/312/Planning>.

24 ¹⁹ Available at: <http://www.cityofhesperia.us/1434/General-Information>.

25 ²⁰ Available at: <http://www.cityofhesperia.us/407/Forms-Fees-Handouts>.

26 ²¹ Available at: <http://www.cityofhesperia.us/136/Code-Enforcement>.

27 ²² Available at: <http://www.cityofhesperia.us/92/Building-Safety>.

28 ²³ The English version is available here:

https://www.hud.gov/sites/documents/DOC_12150.PDF

The Spanish version is available here:

https://www.hud.gov/sites/documents/DOC_12153.PDF

1 thereafter, the Defendant City will provide training(s) on all: (1) aspects of the Fair
2 Housing Act and Title VI, with a particular focus on discrimination on the basis of race
3 and national origin and nondiscrimination in government policies and programs; (2) the
4 requirements of this Order; and (3) the City Nondiscrimination Policy and Complaint
5 Procedure described in Section XIX. The training(s) will be in-person, delivered either
6 face-to-face or via video conferencing with synchronous instruction. The training(s) will
7 be conducted by an independent, qualified third party, approved by the United States as
8 described below in Paragraph 70 and not associated with any Defendant or their counsel.
9 The training(s) will be video recorded.

10 69. The training(s) will be provided to: (1) all City officers, elected and
11 appointed officials, or employees who, based on their job description or in practice, have
12 duties or authority related to residential housing or federally funded housing programs,
13 including the ability to adopt, interpret, enforce, or supervise the enforcement of laws,
14 policies, or programs related to residential housing; (2) at least one attorney within the
15 City Attorney's office;²⁴ (3) all City officers, elected and appointed officials, and
16 employees who, based on their job description or in practice, have duties or authority
17 related to implementing the City Nondiscrimination Policy and Complaint Procedure;
18 and (4) the City Civil Rights Coordinator.

19 70. At least 30 days prior to the proposed training date(s), Defendant City will
20 submit to the United States the name(s) of the person(s) or organization(s) proposed to
21 provide the training, together with their contact information and copies of their
22 professional qualifications, a substantive outline of the content of the training, and any
23 materials that will be used for the training, including any handouts and slides. The
24 United States will respond with any objections to the proposed training within 15 days of
25 receipt of this information from Defendant City. If the United States does not approve
26

27 ²⁴ Additionally, if the City retains outside counsel in connection with the
28 obligations of this Order, at least one attorney from such counsel will receive the
training(s).

1 the proposed training, Defendant City and the United States will follow the process
2 outlined in Paragraph 107.

3 71. Each newly-hired individual covered by the training requirements will first
4 receive training within 30 days of the date they begin employment, either by attending
5 the next regularly scheduled annual live training if it occurs within the 30-day period or
6 by viewing the video recording of the most recent live training and receiving copies of
7 any written materials provided for that training.

8 72. As part of the training(s), Defendant City will provide a copy of this Order,
9 the City Nondiscrimination Policy and Complaint Procedure described in Section XIX,
10 and the text of the Fair Housing Act and Title VI to each person trained.

11 73. Defendant City will require each trainee to execute a Certification of
12 Training, Attachment E, confirming their attendance and receipt of materials, and the
13 date of the training(s). All trainees will complete the certifications at the conclusion of
14 each training session.

15 74. Defendant City will be responsible for any expenses associated with these
16 trainings.

17 **XXI. Needs Assessment, Community Partnerships and Marketing**

18 75. Within 120 days of the effective date of this Order, Defendant City,
19 working with the City Civil Rights Coordinator, will conduct a fair housing needs
20 assessment to identify barriers to fair housing choice in Hesperia and to inform
21 education, outreach, and marketing decisions going forward. The City Civil Rights
22 Coordinator will evaluate this assessment annually to consider whether it requires
23 updating.

24 76. Defendant City will partner with at least five community-based
25 organizations that are significantly involved in promoting fair housing or otherwise
26 advocating for the well-being of African-American and Latinx residents and
27 communities in Hesperia, which may include community service organizations, legal
28

1 services organizations, organizations serving immigrant populations, fair housing
2 organizations, civil rights organizations, and other similar groups and organizations, to
3 strengthen relationships between the City and community, and to facilitate the promotion
4 of fair housing in Hesperia. These partnerships will be in addition to any partnerships
5 Defendant City has established currently. Defendant City will develop these partnerships
6 in a manner consistent with achieving the goals of the Order. Through these partnerships,
7 Defendant City will spend a minimum of \$7,000 annually, in addition to funds
8 Defendant City currently spends, if any, on activities that promote fair housing in
9 Hesperia, which may include outreach, trainings, workshops, community meetings
10 related to fair housing, distribution of materials related to fair housing at community
11 events, meetings with these organizations, and other relationship-building activities with
12 these organizations.

13 77. Within 180 days of the effective date of the Order, Defendant City will
14 submit a proposal to the United States describing how it will implement the requirements
15 of Paragraph 76. The proposal will include an explanation of its proposed partner(s) and
16 details relating to the scope of the proposed partnerships. The proposal will be subject to
17 the approval of the United States. The United States will respond with any objections to
18 the proposal within 15 days of receipt of this information from Defendant City. If the
19 United States does not approve the proposal, Defendant City and the United States will
20 follow the process outlined in Paragraph 107.

21 78. Defendant City will evaluate the partnerships outlined in Paragraph 76
22 annually, in order to identify any needed changes to the partnerships or better promote
23 strong relationships between the City and community, or promote fair housing in
24 Hesperia. Any proposed changes to Defendant City's partnerships will be subject to the
25 approval of the United States. The United States will respond with any objections to the
26 proposed changes within 15 days of receipt of this information from Defendant City. If
27
28

1 the United States does not approve the proposed changes, Defendant City and the United
2 States will follow the process outlined in Paragraph 107.

3 79. Defendant City will engage in an affirmative marketing plan to promote fair
4 housing in Hesperia, to encourage the development of housing opportunities in Hesperia,
5 and to emphasize that all housing in Hesperia is available and accessible to all
6 individuals regardless of race or national origin, with a focus on African-American and
7 Latinx communities. Defendant City will spend at least \$14,000 annually, in addition to
8 any funds Defendant City currently spends, on this marketing. Between 30 and 50
9 percent of the marketing funds will be spent on Spanish-language marketing to the
10 Latinx community.

11 80. Within 180 days of the effective date of the Order, Defendant City will
12 submit a proposal to the United States describing how it will implement the requirements
13 of Paragraph 79. The proposal will be subject to the approval of the United States. The
14 United States will respond with any objections to the proposal within 15 days of receipt
15 of this information from Defendant City. If the United States does not approve the
16 proposal, Defendant City and the United States will follow the process outlined in
17 Paragraph 107.

18 81. Defendant City will evaluate the marketing plan outlined in Paragraph 79
19 annually, in order to identify any needed changes to the plan or better promote fair
20 housing in Hesperia, encourage the development of housing opportunities in Hesperia,
21 and emphasize that all housing in Hesperia is available and accessible to all individuals
22 regardless of race or national origin. Any proposed changes to Defendant City's
23 partnerships will be subject to the approval of the United States. The United States will
24 respond with any objections to the proposed changes within 15 days of receipt of this
25 information from Defendant City. If the United States does not approve the proposed
26 changes, Defendant City and the United States will follow the process outlined in
27 Paragraph 107.

XXII. Monetary Payments

1
2 82. Within 30 days of the effective date of this Order, Defendant City will
3 deposit in an interest-bearing escrow account \$300,000, for the sole purpose of
4 compensating Aggrieved Persons. This money, combined with County Defendants’
5 contribution, described in Paragraph 38, will be referred to as “the Settlement Fund,” and
6 will be administered as described in Section XXVI.

7 83. Within 30 days of the effective date of this Order, Defendant City will pay
8 \$50,000 to the United States, pursuant to 42 U.S.C. § 3614(d)(1)(C). The payment will
9 be in the form of an electronic fund transfer in accordance with written instructions to be
10 provided by the United States.

11 **XXIII. Reporting to the United States**

12 84. Within 60 days of the effective date of this Order, Defendant City will
13 submit proof to the United States that it has made all required notifications, in
14 accordance with Section XV, and proof that all requirements related to the Crime-Free
15 Rental Housing Program or lease agreements, and any references to such requirements in
16 its policies and programs, have been removed, in accordance with Section XV.

17 85. Within 60 days of the effective date of this Order, Defendant City will
18 submit proof to the United States that it has notified, in writing, all of its agents,
19 employees, and all persons acting for or with them, all rental housing business owners
20 and landlords with residential rental properties in Hesperia, and all property management
21 companies conducting business in Hesperia, that Hesperia’s Business License Ordinance
22 has been amended, in accordance with Section XVI.

23 86. Within 60 days of the effective date of this Order, Defendant City will
24 certify to the United States that it has provided copies of all ordinances, laws, policies,
25 and procedures currently in effect related to rental housing or that may have an effect on
26 the availability of rental housing, in accordance with Paragraph 60.

1 87. Within 15 days of making its contribution to the Settlement Fund,
2 Defendant City will submit proof to the United States that the account has been
3 established, that it is an interest-bearing account, and that the funds were deposited.

4 88. Defendant City will provide to the United States²⁵ notification and
5 documentation of the following events no later than 10 days after they occur:

6 a. Any proposed change to the City Civil Rights Coordinator, in
7 accordance with Paragraph 61;

8 b. Any proposed change to the City Nondiscrimination Policy and
9 Complaint Procedure, in accordance with Paragraph 63;

10 c. Any information indicating that Defendant City, or any of its agents,
11 employees, or any person acting for or with them, may be in violation of this Order, the
12 Fair Housing Act, or Title VI; and

13 d. Any complaint against Defendant City, or any of its agents,
14 employees, or any person acting for or with them, regarding discrimination, harassment,
15 retaliation, or other violation of this Order, including any complaints made under the
16 City Nondiscrimination Policy and Complaint Procedure. Notification will include a
17 copy of the complaint. If the complaint is written, Defendant City will provide a copy of
18 it with the notification. Defendant City will also provide the United States all
19 information it may request concerning any complaints, and will inform the United States
20 of any resolution within 15 days of reaching any such resolution.

21 89. Within 180 days of the entry of this Order and every three months
22 thereafter, Defendant City will deliver to the United States a compliance report
23
24
25

26 ²⁵ All documents or other communications required by the Order will be sent by
27 email to John Fowler at john.fowler@usdoj.gov, or as otherwise directed by the United
28 States.

1 containing information about Defendant City’s compliance with the terms of this Order
2 during the preceding reporting period, including:²⁶

3 a. Confirmation that Defendant City has submitted to the United States
4 any City policy or procedure under consideration that relates to rental housing in
5 Hesperia or that may affect the availability of rental housing in Hesperia, in accordance
6 with Section XVII;

7 b. Copies of the City Nondiscrimination Policy and Complaint
8 Procedure and certification that it has been implemented and is in effect, in accordance
9 with Paragraph 63;

10 c. Certification that Defendant City has published on its websites a
11 written statement that Hesperia’s Crime-Free Rental Housing Program is no longer in
12 effect, in accordance with Paragraph 52; a written statement posting the current fee
13 structure under the Rental Housing Business License Ordinance, in accordance with
14 Paragraph 58; and the City Nondiscrimination Policy and Complaint Procedure, in
15 accordance with Paragraph 66; and that this information has remained posted during the
16 reporting period;

17 d. Certification that the City Nondiscrimination Policy and Complaint
18 Procedure has been posted in each office or location in accordance with Paragraph 66
19 and has remained posted during the reporting period, and photographs of each office or
20 location where it is posted;

21 e. Certification that all of Defendant City’s employees, including any
22 new employees hired during the reporting period, required to undergo training(s) have
23 attended the required trainings and have received copies of this Order, the
24 Nondiscrimination Policy and Complaint Procedure, the Fair Housing Act, and Title VI,
25

26 ²⁶ If, as discussed above in the applicable sections of this Order, the deadline for
27 implementing one or more provisions of this Order falls after the first reporting deadline,
28 Defendant City will include the relevant information beginning with the first report to
the United States following the implementation deadline.

1 in accordance with Section XX, and a list including the name and position of each
2 individual required to complete this training;

3 f. Copies of all training certifications, in accordance with Paragraph 73;

4 g. Confirmation that all complaints, written or oral, against Defendant
5 City or any of its agents, employees, or anyone acting for or with them, have been
6 reported to the United States, as required by Paragraph 88;

7 h. A copy of Defendant City's fair housing needs assessment and
8 certification that it has been evaluated annually, as required by Paragraph 75;

9 i. Summaries of the annual evaluations of Defendant City's community
10 partnerships, as required by Paragraph 78, and Defendant City's marketing plan, as
11 required by Paragraph 81; and

12 j. Certification that Defendant City has completed the marketing
13 required by Paragraph 79, including a description of how the marketing funds were spent
14 during the reporting period.

15 90. The final report due under the preceding paragraph shall be delivered to the
16 United States no later than 60 days prior to the expiration of this Order.

17 **XXIV. Document Preservation, Production, and Record Keeping**

18 91. Defendant City will preserve, and will cause its Civil Rights Coordinator to
19 preserve, all records that are the source of, contain, or relate to any of the information
20 pertinent to its obligations under this Order. Upon reasonable notice, representatives of
21 the United States will be permitted to inspect and copy all such records at any and all
22 reasonable times or, upon request by the United States, Defendant City will provide
23 copies of such documents.

24 92. Upon reasonable notice, Defendant City will produce or permit the United
25 States to make copies of any rental or tenancy records, or any other records in the
26 possession, custody, or control of Defendant City, that Defendant City has not
27
28

1 previously provided and that the United States believes will be useful in identifying
2 persons who may be entitled to relief under this Order.

3 **XXV. Enforcement**

4 93. The United States may monitor Defendant City's compliance with this
5 Order, including by conducting fair housing tests at any location(s) in which Defendant
6 City, its agents, employees or anyone acting for or with Defendant City, conduct activities
7 that relate to rental housing, that may affect the availability of rental housing, or that
8 otherwise relate to implementation of this Order. Defendant City will cooperate with the
9 United States' monitoring of compliance.

10 94. If Defendant City engages in any future violation(s) of the Fair Housing
11 Act, such violation(s) will constitute a "subsequent violation" under 42 U.S.C. §
12 3614(d)(1)(C)(ii).

13 **C. Consent Order Terms Applying to All Defendants**

14 **XXVI. Settlement Fund**

15 95. Any interest accruing to the Settlement Fund described in Paragraphs 38
16 and 82 will become a part of the Settlement Fund.

17 96. Defendants will be solely responsible for any taxes assessed or owed on any
18 interest earned on money deposited into the account, and for any costs for opening or
19 maintaining the account.

20 97. The United States will investigate the claims of any potential victims of
21 housing discrimination and determine if they are Aggrieved Persons harmed in violation
22 of the Fair Housing Act. The United States will inform Defendants in writing of its
23 determinations as to which individuals are Aggrieved Persons and an appropriate amount
24 of damages (plus accrued interest) that should be paid to each. This process will
25 conclude within 24 months of the effective date of this Order.

1 98. The United States' determinations with respect to Aggrieved Persons will
2 be final. Defendants will not contest the United States' determinations in this or any
3 other proceeding.

4 99. The entire Settlement Fund will be distributed to Aggrieved Persons
5 identified by the United States and the Parties expect that there will be no monies
6 remaining in the Settlement Fund after such distribution.

7 100. Within 10 days of receiving the United States' determinations, Defendants
8 will deliver to counsel for the United States separate checks payable to each Aggrieved
9 Person for the designated amount by overnight delivery to:

10 Chief
11 c/o John Fowler
12 Housing and Civil Enforcement Section
13 Civil Rights Division
14 United States Department of Justice
15 150 M St. NE, 8th Floor
16 Washington, D.C. 20002
17 Re: DJ #175-12C-677

18 101. When counsel for the United States has received a check from Defendants
19 for an Aggrieved Person and received a signed release in the form of Attachment F from
20 the Aggrieved Person, counsel for the United States will deliver the check to the
21 Aggrieved Person and a copy of the signed release to counsel for Defendants. No
22 Aggrieved Person will be paid until they have executed and delivered the release at
23 Attachment F.

24 102. If any check sent to the United States is not cashed, deposited, or otherwise
25 negotiated within six months of its issue, Defendants agrees to cancel any such check
26 and issue one or more new checks as directed by the United States, either in the name of
27 the same individual, or to other Aggrieved Persons.

28 **XXVII. Reporting to the Court**

103. Within one year of the effective date of this Order and annually thereafter,
the Parties will file a joint report with the Court confirming that Defendants are in

1 compliance with the terms of this Order, or otherwise reporting on the status of
2 Defendants' compliance with its terms.

3 **XXVIII. Implementation and Duration of Order**

4 104. This Order is effective on the date it is entered by the Court, and will be in
5 effect for five years.

6 105. The Court will retain jurisdiction to enforce the terms of this Order for its
7 duration. The case will be dismissed with prejudice upon its expiration. The United
8 States may move the Court to extend the duration of this Order in the event of
9 noncompliance with any of its terms, whether intentional or not, or if it believes the
10 interests of justice so require.

11 **XXIX. Enforcement**

12 106. The Parties shall endeavor in good faith to resolve informally any
13 differences regarding interpretation of and compliance with this Order prior to bringing
14 matters to the Court for resolution. However, in the event the United States contends that
15 any Defendant, whether willfully or otherwise, has failed to comply with the
16 requirements of this Order, or if the interests of justice so require, the United States may
17 move the Court to impose any remedy authorized by law or equity. Such remedies may
18 include an order of civil contempt, an order requiring performance, and/or an award of
19 any damages, costs, and reasonable attorneys' fees that may have been caused by the
20 violation of the Order.

21 107. If the United States does not grant approval to a Defendant related to a
22 provision that requires such approval under this Order, the Defendant will propose an
23 alternative within 15 days of notification that its initial proposal has not been approved.
24 The United States will respond with any objections to the new proposal within 15 days.
25 This process will continue until the Defendant's proposal has been approved by the
26 United States and adopted by the Defendant. If the Parties cannot reach agreement, any
27 Party may seek the Court's assistance.

28

1 108. Failure of the United States to insist on strict performance of any provision
2 of this Order is not a waiver of the United States’ rights or remedies or of any
3 noncompliance by any Defendant with the terms of this Order.

4 **XXX. Modifications**

5 109. Any time limits for performance imposed by this Order may be extended by
6 mutual written agreement of the Parties. Any other modifications to the provisions of
7 this Order must be approved by the Court.

8 **XXXI. Costs of Litigation**

9 110. Except as provided in Paragraph 106, the Parties will bear their own costs
10 and attorneys’ fees associated with this litigation. This provision does not constitute a
11 waiver by Defendants to seek contractual or equitable indemnification from any other
12 Defendant in a separate action for its incurred costs and fees, where permitted by law.

13 **XXXII. Termination of Litigation Hold**

14 111. The Parties agree that, as of the effective date of this Order, litigation is not
15 “reasonably foreseeable” concerning the matters described in this Order. If any party has
16 implemented a litigation hold to preserve documents, electronically-stored information,
17 or things related to the matters described above, that party is no longer required to
18 maintain it. Nothing in this paragraph relieves any party of any other obligations under
19 this Order, including Defendants’ obligation to preserve documents under Paragraphs 45
20 and 91.

21
22 SO ORDERED, this ____ day of _____, 2022.

23
24 _____
25 UNITED STATES DISTRICT JUDGE
26
27
28

1 The undersigned hereby apply for and consent to the entry of the Order:

2 For the United States of America:

3 Dated: December 14, 2022
4

5 E. MARTIN ESTRADA
6 United States Attorney
7 Central District of California

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

8 DAVID M. HARRIS
9 Assistant United States Attorney
10 Chief, Civil Division

SAMEENA SHINA MAJEED
Chief, Housing and Civil
Enforcement Section

11 RICHARD M. PARK
12 Assistant United States Attorney
13 Chief, Civil Rights Section, Civil Division

R. TAMAR HAGLER
Deputy Chief, Housing and Civil
Enforcement Section

14 /s/ Katherine M. Hikida
15 KATHERINE M. HIKIDA*
16 Assistant United States Attorney
17 Civil Rights Section, Civil Division
18 United States Department of Justice

/s/ John R. Fowler
JOHN R. FOWLER
ABIGAIL A. NURSE
ORLY T. MAY
Civil Rights Division
Housing and Civil Enforcement Section

19 * I, Katherine M. Hikida hereby attest that
20 all other signatories listed, and on whose
21 behalf the filing is submitted, concur in
22 the filing's content and have authorized
23 the filing.

COTY MONTAG
Deputy Chief, Federal Coordination
and Compliance Section

/s/ Alyssa C. Lareau
ALYSSA C. LAREAU
Trial Attorney
United States Department of Justice
Civil Rights Division
Federal Coordination and
Compliance Section

Attorneys for the United States of America

1 Dated: December 13, 2022

2 LYNBERG & WATKINS
3 A Professional Corporation

4 

5 _____
6 SHANNON L. GUSTAFSON
7 AMY R. MARGOLIES

8 *Attorneys for Defendants County of San Bernardino and*
9 *San Bernardino County Sheriff's Department*

10
11 Dated: December 7, 2022

12
13 HOMAN, STONE & ROSSI

1 

1 _____
1 J. PAT FERRARIS
1 JULIET K. MUSHET
1, DANIELLE KIELER

18 *Attorneys for Defendant City of Hesperia*

1 **Attachment A**

2 **Notification to Rental Housing Business Owners, Landlords, and Property**
3 **Management Companies**

4 **[THIS LETTER WILL APPEAR ON COUNTY LETTERHEAD]**

5
6 Dear Rental Housing Business Owner, Landlord, or Property Manager:

7 As of [EFFECTIVE DATE OF CONSENT ORDER], the County of San
8 Bernardino and San Bernardino County Sheriff's Department are no longer enforcing the
9 City of Hesperia's Crime-Free Rental Housing Ordinance, adopted in 2015 and amended
10 in 2017.

11 You are not required to conduct criminal background checks of current or
12 prospective tenants or submit their names to the San Bernardino County Sheriff's
13 Department. Additionally, you are not required to include any lease terms or addenda
14 related to crime, and you will not be required to undergo annual police inspections of
15 rental properties.

16 If you are aware or become aware of any former tenant of yours whose eviction
17 was related to the City of Hesperia's Crime-Free Rental Housing Ordinance, including
18 any former tenant whom the United States Department of Justice informs you may have
19 been evicted because of the City of Hesperia's Crime-Free Rental Housing Ordinance,
20 please file a motion in the Superior Court of the State of California, San Bernardino
21 County, to vacate and seal the eviction record and dismiss the case. Please contact the
22 Court, or any organization in California that provides legal aid or advice, if you have any
23 questions about this process. Please take reasonable steps to verify that the Court has
24 granted your motion and, once granted, provide written notification to credit bureaus
25 Equifax, Experian, and TransUnion that the judgment has been vacated.

26 Any former tenant may also contact the Housing and Civil Enforcement Section of
27 the Civil Rights Division of the United States Department of Justice at: (202) 514-4713
28

1 or fairhousing@usdoj.gov.

2 All rental housing business owners, landlords, and property managers are required
3 to comply with federal laws, including the Fair Housing Act, which prohibits
4 discrimination in housing based on seven protected classes: race, color, religion, sex,
5 disability, familial status (having children under the age of 18) or national origin.
6 Treating tenants or prospective tenants differently on the basis of any of these protected
7 classes, or implementing policies that have an unjustifiable discriminatory effect on any
8 of these protected classes, violates the Fair Housing Act. Making decisions related to
9 housing based on an individual's criminal history, including decisions relating to renting
10 to a prospective tenant or terminating a current tenant's lease, may violate the Fair
11 Housing Act if it discriminates on the basis of race, national origin, or other protected
12 classes. We have enclosed the United States Department of Housing and Urban
13 Development's ("HUD") guidance describing how the Fair Housing Act applies to the
14 use of criminal records in relation to decisions impacting housing.

15 If you have questions about the Fair Housing Act, you may contact the United
16 States Department of Housing and Urban Development at (800) 669-9777, or visit them
17 online at: www.hud.gov/topics/housing_discrimination.

Attachment B

County of San Bernardino and San Bernardino Sheriff's Department

Certification of Training

I hereby acknowledge that on _____, 202_, I completed training conducted by _____ on the requirements of the Fair Housing Act, the Consent Order entered by the United States District Court for the Central District of California in *United States v. Hesperia, et al.*, Case No. 5:19-cv-02298 AB (SPx), and the Sheriff's Department Nondiscrimination Policy and Complaint Procedure described in the Consent Order. I have also received and read a copy of the Consent Order, the Sheriff's Department Nondiscrimination Policy and Complaint Procedure, and the Fair Housing Act.

I understand my obligation not to discriminate against any person related to residential rental housing because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18).

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

Signature

Job Title/Position

Print Name

Date

Attachment C

Full and Final Release of Claims against the County of San Bernardino and the San Bernardino Sheriff's Department

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. States v. Hesperia, et al.*, Case No. 5:19-cv-02298 AB (SPx) (C.D. Cal.), and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge the Defendant County of San Bernardino and Defendant San Bernardino Sheriff's Department, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims based on the facts alleged in the Supplemental Complaint in this lawsuit that I may have had against the County of San Bernardino or the San Bernardino Sheriff's Department for any of their actions or statements related to those claims through the date of the entry of the Consent Order.

Executed this _____ day of _____, 202__.

Signature

Print Name

Home Address

Home Address Continued

1 **Attachment D**

2 **Notification to Rental Housing Business Owners, Landlords, and Property**
3 **Management Companies**

4 **[THIS LETTER WILL APPEAR ON CITY LETTERHEAD]**

5
6 Dear Rental Housing Business Owner, Landlord, or Property Manager:

7 On November 15, 2022, the City of Hesperia repealed the City of Hesperia's
8 Crime-Free Rental Housing Ordinance, adopted in 2015 and amended in 2017. The
9 Crime-Free Rental Housing Ordinance is no longer in effect and its requirements no
10 longer apply.

11 Additionally, on June 7, 2022, the City of Hesperia's Rental Housing Business
12 License Ordinance was amended to permit self-certifications for certain rental property
13 owners in lieu of inspections. On October 12, 2022, the City of Hesperia amended the
14 fee schedule for rental housing business licenses by reducing the maximum fees charged
15 for license processing (for both new and existing leases) and inspections. A copy of the
16 new fee schedule is included here. On November 15, 2022, the Rental Housing Business
17 License Ordinance was amended to remove the requirement of registration in the Crime-
18 Free Rental Housing Program.

19 You are not required to conduct criminal background checks of current or
20 prospective tenants or submit their names to the San Bernardino County Sheriff's
21 Department. Additionally, you are not required to include any lease terms or addenda
22 related to crime, and you will not be required to undergo annual police inspections of
23 rental properties.

24 If you are aware or become aware of any former tenant of yours whose eviction
25 was related to the City of Hesperia's Crime-Free Rental Housing Ordinance, including
26 any former tenant whom the United States Department of Justice informs you may have
27 been evicted because of the City of Hesperia's Crime-Free Rental Housing Ordinance,
28

1 please file a motion in the Superior Court of the State of California, San Bernardino
2 County, to vacate and seal the eviction record and dismiss the case. Please contact the
3 Court, or any organization in California that provides legal aid or advice, if you have any
4 questions about this process. Please take reasonable steps to verify that the Court has
5 granted your motion and, once granted, provide written notification to credit bureaus
6 Equifax, Experian, and TransUnion that the judgments have been vacated.

7 Any former tenant may also contact the Housing and Civil Enforcement Section of the
8 Civil Rights Division of the United States Department of Justice at: (202) 514-4713 or
9 fairhousing@usdoj.gov. All rental housing business owners, landlords, and property
10 managers are required to comply with federal laws, including the Fair Housing Act,
11 which prohibits discrimination in housing based on seven protected classes: race, color,
12 religion, sex, disability, familial status (having children under the age of 18) or national
13 origin. Treating tenants or prospective tenants differently on the basis of any of these
14 protected classes, or implementing policies that have an unjustifiable discriminatory
15 effect on any of these protected classes, violates the Fair Housing Act. Making decisions
16 related to housing based on an individual's criminal history, including decisions relating
17 to renting to a prospective tenant or terminating a current tenant's lease, may violate the
18 Fair Housing Act if it discriminates on the basis of race, national origin, or other
19 protected classes. We have enclosed the United States Department of Housing and Urban
20 Development's ("HUD") guidance, available at
21 https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF,
22 describing how the Fair Housing Act applies to the use of criminal records in relation to
23 decisions impacting housing.

24 If you have questions about the Fair Housing Act, you may contact the United
25 States Department of Housing and Urban Development at (800) 669-9777, or visit them
26 online at: www.hud.gov/topics/housing_discrimination.

Attachment E

City of Hesperia Certification of Training

I hereby acknowledge that on _____, 202_, I completed training conducted by _____ on the requirements of the Fair Housing Act, Title VI, the Consent Order entered by the United States District Court for the Central District of California in *United States v. Hesperia, et al.*, Case No. 5:19-cv-02298 AB (SPx), and the City Nondiscrimination Policy and Complaint Procedure described in the Consent Order. I have also received and read a copy of the Consent Order, the City Nondiscrimination Policy and Complaint Procedure, the Fair Housing Act, and Title VI.

I understand my obligations under the Fair Housing Act and Title VI. Specifically, I understand that I may not: (1) discriminate against any person related to residential rental housing because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18); (2) retaliate against any individual for exercising a right protected by the Fair Housing Act; or (3) expend federal funds on any ordinance or program that discriminates in violation of Title VI.

Signature

Job Title/Position

Print Name

Date

Attachment F

Full and Final Release of Claims against City of Hesperia

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. States v. Hesperia, et al.*, Case No. 5:19-cv-02298 AB (SPx) (C.D. Cal.), and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge the City of Hesperia, as well as its insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all claims under the Fair Housing Act or Title VI, based on the facts alleged in the Supplemental Complaint in this lawsuit that I may have had against the City of Hesperia for any of its actions or statements related to those claims through the date of the entry of the Consent Order.

Executed this _____ day of _____, 202__.

Signature

Print Name

Home Address

Home Address Continued