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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

INDEPENDENT LIVING CENTER OF  
SOUTHERN CALIFORNIA, et al.,

Plaintiffs,

v.

CITY OF LOS ANGELES, et al.,

Defendants.

Case No. CV 12-551 FMO (PJWx)

**ORDER RE: FURTHER PROCEEDINGS**

Pursuant to the hearing held on December 12, 2019, regarding plaintiffs’ Motion to Enforce, (see Dkt. 643, Plaintiffs ILCSC and CALIF’s Notice of Motion and Motion to Enforce; Dkt. 644, Plaintiffs CALIF and ILCSC’s Memorandum of Points and Authorities in Support of Notice of Motion and Motion to Enforce (“Motion”)), IT IS ORDERED as follows:<sup>1</sup>

1. The motion (**Document No. 643**) is **tentatively granted** for the reasons stated on the record.

2. On **December 20, 2019**,<sup>2</sup> the parties and the Monitor shall meet and confer to discuss, at minimum, the following issues to assist the court in preparing an Amended Consent Decree:

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<sup>1</sup> To the extent that there is any conflict between the requirements set forth in this Order and the court’s statements during the hearing, this Order shall control.

<sup>2</sup> Counsel may agree to meet and confer at another time without seeking court approval for such an agreement, provided the joint status report is filed by January 13, 2020.

1           A. Deadlines Re: Certification of Accessible Housing Units: The parties and  
2 Monitor shall, at minimum, attempt to agree on a set of interim deadlines for certifying 4000  
3 units of housing as accessible.

4           B. Accessibility surveys and LCM Architects: The parties and Monitor shall discuss  
5 the implementation of the standards set forth in the Uniform Federal Accessibility  
6 Standards (“UFAS”) for the remainder of the Decree. In addition, the parties and Monitor  
7 shall attempt to agree on new requirements for documenting the compliance of surveyed  
8 units, including taking measurements and photographs of relevant features. Relatedly, the  
9 parties and Monitor shall discuss whether LCM Architects should be replaced in light of  
10 inaccurate compliance issues discovered with units that LCM Architects purportedly  
11 surveyed as well as LCM’s resistance to measures (e.g., photographing purportedly  
12 compliant features) designed to ensure compliance with the court’s order.

13           C. Policy Implementation, Training and Monitoring: The parties and Monitor shall  
14 discuss the Monitoring, Compliance, and Enforcement Plan (“Plan”). The parties and  
15 Monitor shall discuss any outstanding issues with regard to the MCE Plan, including but  
16 not limited to: (1) whether the MCE Plan is complete and, if not, what else needs to be  
17 included in the Plan; (2) the City’s obligation to train the relevant individuals about disability  
18 rights and associated legal obligations, including the setting of a deadline for the City to  
19 complete all such training; (3) how and when audits will be performed; (4) how data will  
20 be collected into a comprehensive database to reliably inform the court and Monitor  
21 regarding compliance with the Amended Consent Decree; (5) development and  
22 implementation of uniform marketing and leasing policies; (6) the development of a needs  
23 assessment and staffing plan necessary to implement the Amended Consent Decree; and  
24 (7) the development and implementation of a grievance and complaint system to be  
25 overseen by the Monitor.

26           D. Record-Keeping and Reporting: The parties and Monitor shall discuss the City’s  
27 record-keeping practices and its obligation to create and maintain a comprehensive  
28 database. The parties and Monitor shall discuss which data points the database must

1 contain so that the court and Monitor have sufficient information to ensure that the City is  
2 complying with the court's order. To the extent the parties fail to agree on data points to  
3 be included, formatting, or any other issue regarding the City's record-keeping obligations,  
4 the parties shall submit these disputes to the Monitor and the Monitor shall rule on them.  
5 In the joint report discussed below, the parties and Monitor shall inform the court of the  
6 nature of any disputes that the Monitor resolved and how the dispute was resolved. The  
7 parties and the Monitor shall also discuss the Internet Housing Registry and what needs  
8 to be done to make it fully compliant. A deadline for completion of the Registry shall be  
9 set.

10 E. Enhanced Sensory Program: The parties and the Monitor shall discuss the  
11 Enhanced Sensory Program in existing developments, including whether the court should  
12 incorporate into the Amended Consent Decree the relevant provisions from the Voluntary  
13 Compliance Agreement ("VCA") between the City and the U.S. Department of Housing and  
14 Urban Development ("HUD"). The parties and the Monitor shall also attempt to reach  
15 agreement on an interim deadline or deadlines for completing the requirements of the  
16 Enhanced Sensory Program.

17 F. Monitor: The parties and Monitor shall discuss all other issues the Monitor  
18 believes need to be addressed to ensure compliance with the Amended Consent Decree.  
19 Also, the parties shall discuss the role of the Monitor for the remainder of the Consent  
20 Decree term. The court intends to give more discretion and authority to the Monitor to  
21 resolve any disputes between the parties. The parties shall discuss and propose language  
22 regarding the Monitor's future role in the case.

23 G. Attorney's Fees and Costs: The parties shall discuss attorney's fees for  
24 plaintiffs' counsel, including whether plaintiffs' counsel should receive a flat annual fee or  
25 should be paid an hourly rate moving forward. In addition, the parties shall propose  
26 language to ensure that payment for attorney's fees – whether by lodestar or flat fee – are  
27 paid on a formula tied to the amount of work put in by each attorney. Additionally, the  
28 parties shall attempt to reach an agreement on additional payment for plaintiffs' counsel

1 for work already completed in monitoring and implementing the settlement. To the extent  
2 the parties cannot reach agreement on some or all of the attorney's fees issues, the court  
3 will entertain a motion for attorney's fees from plaintiffs' counsel. The parties shall propose  
4 a schedule for the filing of such a motion.

5 H. Monetary Sanctions: The parties and the Monitor shall discuss the appropriate  
6 daily monetary sanction that will be imposed against the City for failure to comply with any  
7 of the deadlines that will be set forth in amended Consent Decree.

8 3. The parties and the Monitor shall file a joint status report with the court no later than  
9 **January 13, 2020**. In the joint status report, the parties and the Monitor shall inform the court of  
10 the results of their meet and confer efforts on each of the above issues. To the extent there are  
11 outstanding disputes on any issues, the parties and the Monitor shall provide the court with their  
12 respective positions on the issue. In the attorney's fees section of the joint status report, plaintiffs  
13 shall inform the court whether they will be filing a motion for attorney's fees.

14 4. No later than **January 13, 2020**, the parties shall email the Deputy Clerk a copy of the  
15 Consolidated Settlement Agreement ("CSA") in WordPerfect (the court's preference) or Word  
16 format.

17 5. After reviewing the joint status report, the court will issue an Amended Consent Decree  
18 as well as an order scheduling the next status conference with the parties, the City's Settlement  
19 Coordinator, and the Monitor.

20 Dated this 19th day of December, 2019.

21 \_\_\_\_\_  
22 /s/  
23 Fernando M. Olguin  
24 United States District Judge  
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