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12 IN THE UNITED STATES DISTRICT COURT FOR THE
13 DISTRICT OF ARIZONA

14 United States of America,

15 Plaintiff,

16 v.

17 Maricopa County, Arizona; and Joseph M.
18 Arpaio, in his official capacity as Sheriff of
19 Maricopa County, Arizona,

20 Defendants.

No. 2:12-cv-00981-ROS

**JOINT SUPPLEMENTAL BRIEF
IN SUPPORT OF JOINT MOTION
TO APPROVE SETTLEMENT
AGREEMENT**

22 **INTRODUCTION**

23 Pursuant to the Court's July 21, 2015 Order, ECF No. 399, Plaintiff United States
24 of America and Defendants Maricopa County and Sheriff Joseph M. Arpaio ("the
25 Parties") provide this joint supplemental brief in support of their Joint Motion to Approve
26 Settlement Agreement, ECF No. 391.

27 The Parties seek the Court's approval of the Settlement Agreement because they
28 intend the Agreement to be subject to the Court's continued jurisdiction to enforce and to

1 be signed and entered by the Court as an order. *See* Settlement Agreement 6, ¶ 23, and 8,
2 attached hereto with proposed order. The Ninth Circuit recently affirmed a district court’s
3 approval of such a settlement instrument as a “Settlement Agreement,” *see United States*
4 *ex rel. Lummi Nation v. Dawson*, 328 Fed. App’x 462, 463-64 (9th Cir. 2009) (published
5 in the Federal Appendix, but not the Federal Reporter); *see also, e.g.*, Memorandum
6 Opinion and Order, *United States v. City of Albuquerque*, 14-cv-1025, EFC No. 134
7 (D.N.M. June 2, 2015) (approving “Settlement Agreement” and entering it “as an Order
8 of the Court”); Order Provisionally Approving Settlement Agreement, *United States v.*
9 *City of Seattle*, 12-cv-1282, ECF No. 8 (W.D. Wash. Aug. 30, 2012). The Court noted in
10 its July 21, 2015 Order that other cases have referred to such instruments (court-approved
11 settlement agreements to be enforced as orders) as consent judgments or consent decrees.
12 Order 1, July 21, 2015, ECF No. 399. Because the parties request that the Court approve
13 the proposed Settlement Agreement, sign and enter it as an order, and retain jurisdiction
14 to enforce it, the parties submit this Joint Supplemental Brief to set out how the
15 Settlement Agreement meets the requirements for court approval. *See United States v.*
16 *Oregon*, 913 F.2d 576, 580-81 (9th Cir. 1990) (addressing requirements for court
17 approval of the “Columbia River Management Plan” as “a settlement agreement subject
18 to continued judicial policing”).

19 Pursuant to the Court’s July 21, 2015 Order, the parties “must describe the process
20 and circumstances under which the settlement was reached; explain how the provisions of
21 the settlement address the claims the agreement purports to resolve; and address how the
22 settlement serves the public’s interest.” Order 2-3, July 21, 2015, ECF No. 399. The
23 Settlement Agreement merits the Court’s approval because it represents a fair, adequate,
24 and reasonable resolution of the United States’ claims regarding a pattern or practice of
25 detentions during worksite operations in violation of the Fourth Amendment (“Fourth
26 Amendment claim”) and retaliation in violation of the First Amendment (“First
27 Amendment claim”). As noted in the Joint Motion to Approve Settlement Agreement,
28 ECF No. 391, the Parties have reached a separate agreement that resolves the United

1 States' claims regarding MCSO's jails, and the Parties do not seek the Court's approval
2 of or retention of jurisdiction with regard to that agreement. *Id.* at 1. In addition, the
3 United States is currently seeking intervention in *Melendres v. Arpaio*, No. 07-CV-02513
4 (D. Ariz.), and, if intervention is granted, the United States will not seek further remedies
5 in this case. Mot. to Stay Proceedings Pending a Decision on the United States' Mot. to
6 Intervene in *Melendres v. Arpaio* 5, ECF No. 395.

7 The Settlement Agreement is the product of intensive, years-long negotiations that
8 took place against the backdrop of heavily contested litigation and that reached
9 conclusion shortly before trial, when all Parties were fully aware of the risks of going
10 forward. The Agreement serves the public interest because it protects the public against
11 unnecessary litigation and is fully consistent with the purposes of 42 U.S.C. § 14141
12 ("Section 14141"). The sections below expand on each of these points.

13 **I. Process and Circumstances Under Which Settlement Was Reached**

14 The Parties have engaged in extensive negotiations for a settlement of this case
15 extending back to before the Complaint was filed. *See* Dec. 15, 2011 Findings Letter 3,
16 ECF No. 287-1 (noting desire "to immediately begin a constructive dialogue about
17 comprehensive and sustainable ways to remedy" alleged misconduct); Feb. 1, 2012 Letter
18 from Joseph J. Popolizio 11, ECF No. 287-8 (noting meeting to take place on February 6,
19 2012 to discuss United States' Findings Letter); Apr. 9, 2012 Letter from Roy L. Austin,
20 Jr. 3, ECF No. 287-11 (describing February 6, 2012 meeting); Second Joint Mot. Amend
21 Court's Rule 16 Scheduling Order and Extend Time Complete Disc. ¶¶ 9, 17, Dec. 20,
22 2013, ECF No. 130 (noting multiple in-person settlement negotiations in November
23 2013); Joint Mot. Extend Time Complete Disc. ¶ 10, Sept. 13, 2013, ECF No. 108
24 (noting that the Parties had "been considering potential settlement opportunities presented
25 by the court's ruling in *Melendres*"); Sept. 9, 2014 Status Hr'g Tr. 16:11-12 (counsel for
26 the United States noting good-faith efforts to reach a settlement). While the Parties were
27 not in continuous negotiations over the past three-and-a-half years, they have regularly
28 conferred on settlement and have had numerous in-person and telephonic negotiation

1 sessions. The Parties estimate that they have collectively spent hundreds of attorney
2 hours over dozens of days in negotiations, as well as many more hundreds of hours
3 conferring with their clients and crafting settlement proposals. The final Settlement
4 Agreement was submitted to the Maricopa County Board of Supervisors, which voted
5 unanimously to enter into it.

6 These negotiations took place during heavily contested litigation by Parties who
7 took sharply different views of the facts. Despite reaching a settlement, the Defendants
8 disagree with the factual allegations in the United States' Complaint and admit to no
9 wrongdoing. The Parties have had no shortage of disputes during the litigation, *see, e.g.*,
10 statements of discovery disputes, ECF Nos. 94, 151, 209, 216, 232, 248, 287, 324, and
11 they negotiated, as they litigated, at arm's length. The Parties reached a settlement less
12 than a month before trial was set to begin and more than three years after the Complaint
13 was filed, well after the close of discovery, at a point when all Parties were intimately
14 familiar with the alleged misconduct and possible defenses. During the discovery
15 process, the Parties deposed more than 60 witnesses, exchanged millions of pages of
16 documents, subpoenaed evidence from numerous third parties, and sought to introduce
17 testimony and exhibits from related litigation.

18 The specific claims resolved by the Settlement Agreement were subjected to
19 especially extensive factual development: many depositions in this case involved the First
20 and Fourth Amendment claims, the United States interviewed hundreds of witnesses
21 related to these claims, and Defendant Arpaio produced many thousands of pages of
22 documents related to the law enforcement activity underlying the claims. In addition, the
23 Parties have fully briefed two sets of dispositive motions, each requiring the Parties to
24 fully assess the legal and evidentiary basis for each claim. At this juncture, the Parties
25 have had ample opportunity to develop and comprehend the factual record and their legal
26 positions, giving them a clear picture of their chances of success on the merits. "[T]he
27 extent of discovery completed and the stage of proceedings" are relevant considerations
28 in determining whether a settlement is fair, reasonable, and adequate, and both

1 considerations weigh strongly in favor of settlement here. *See In re Wash. Pub. Power*
2 *Supply Sys. Sec. Litig.*, 720 F. Supp. 1379, 1387 (D. Ariz. 1989) (citing *Officers for*
3 *Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982); *Marshall v. Holiday*
4 *Magic, Inc.*, 550 F.2d 1173, 1178 (9th Cir. 1977)) (listing factors that courts consider in
5 the similar context of approving class action settlements).

6 The Parties are all sophisticated governmental entities, which is another factor that
7 weighs in favor of settlement. *Officers for Justice*, 688 F.2d at 625 (listing class action
8 factors). Similarly, “the experience and views of counsel” are also relevant
9 considerations, *id.*, and the Parties and their attorneys all have extensive experience with
10 this kind of case: both Defendants are parties in *Melendres v. Arpaio*, No. 07-cv-02513,
11 which involves similar issues and was litigated through to trial, and the United States has
12 reached settlements under Section 14141 with more than fifteen other law enforcement
13 agencies. *See, e.g.*, Settlement Agreement, *United States v. City of Albuquerque*, No. 14-
14 cv-1025, EFC No. 9-1 (D.N.M. Nov. 14, 2014); Agreement for Sustainable Reform of the
15 Puerto Rico Police Department, *United States v. Puerto Rico*, No. 12-cv-2039, ECF No.
16 57-1 (D.P.R. July 17, 2013); Settlement Agreement, *United States v. Town of East*
17 *Haven*, No. 12-cv-1652, ECF No. 2 (D. Conn. Nov. 20, 2012); Settlement Agreement,
18 *United States v. City of Seattle*, No. 12-cv-1282, ECF No. 3-1 (W.D. Wash. July 27,
19 2012); Consent Decree, *United States v. City of New Orleans*, No. 12-cv-1924, ECF No.
20 159-1 (E.D. La. Jan. 11, 2013); Consent Decree, *United States v. Territory of the Virgin*
21 *Islands*, No. 08-cv-158 (D.V.I. Mar. 23, 2009); Consent Judgment, *United States v. City*
22 *of Detroit*, No. 03-72258 (E.D. Mich. June 12, 2003); Consent Decree, *United States v.*
23 *City of Los Angeles*, No. 00-cv-11769 (C.D. Cal. Nov. 3, 2000); Consent Decree, *United*
24 *States v. City of Pittsburgh*, No. 97-cv-354 (W.D. Pa. Feb. 26, 1997).¹

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28 ¹ All of these documents can be accessed at
<http://www.justice.gov/crt/about/spl/findsettle.php#police> and
http://www.justice.gov/crt/about/spl/split_archive_findsettle_2004.php.

1 Each Party recognized that it bore some level of risk by proceeding to trial, and,
2 regardless of its outcome, each Party recognized the significant resources of both
3 Maricopa County and federal taxpayers that a trial of this case would consume.

4 The many rounds of negotiations and the thorough development of the factual
5 record served to narrow the Parties' focus on the most important unresolved issues. In
6 addition, changes in circumstances during the course of litigation made settlement
7 desirable for all Parties. Most significantly, the Court in *Melendres v. Arpaio* entered a
8 comprehensive injunction addressing the discriminatory policing found in that case. *See*
9 Supplemental Permanent Inj., *Melendres v. Arpaio*, No. CV-07-02513-PHX-GMS, ECF
10 No. 606 (D. Ariz. Oct. 2, 2013). That injunction was upheld in most respects by the Ninth
11 Circuit Court of Appeals on April 15, 2015. *See generally Melendres v. Arpaio*, 784 F.3d
12 1254 (9th Cir. 2015).²

13 The *Melendres* injunction provides the kind of remedy that the United States has
14 sought since reaching the findings of its investigation: comprehensive reforms
15 addressing, *inter alia*, policy, training, accountability, field performance of deputies, and
16 relationships between MCSO and the communities it serves. The ordered remedies also
17 address the discriminatory policing allegations that are at the core of the United States'
18 case. The Court's grant of summary judgment to the United States on its discriminatory
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20

21 ² At present, the Ninth Circuit's decision referenced in the text above remains subject to
22 possible further review if any of the parties files, and succeeds in getting granted, a
23 petition for writ of certiorari to the United States Supreme Court. In addition, the United
24 States is aware of the fact that Sheriff Arpaio and his Chief Deputy filed a motion in
25 *Melendres* seeking recusal or disqualification of the presiding Judge in that case, that said
26 motion has recently been denied, and that the moving parties may file a petition for writ
27 of mandamus to the Ninth Circuit. If such a petition were to be filed and granted and the
28 presiding Judge in *Melendres* disqualified or directed to recuse himself, the parties in that
litigation could move for some or all of his prior orders to be vacated. Finally, after the
Ninth Circuit ordered that the County be joined as a party in the *Melendres* case, *see*
Melendres v. Arpaio, 784 F.3d 1254, 1261 (9th Cir. 2015), the County timely filed a
notice of appeal from the *Melendres* trial court judgment, and a briefing schedule for that
appeal has been set.

1 policing claims, based on the ruling in *Melendres*, Order, June 15, 2015, ECF No. 379,
2 significantly narrowed the issues remaining in dispute, which made settlement attainable.

3 Factors related to the specific claims resolved by the Agreement also encouraged
4 settlement. With regard to the United States' First Amendment claim, violations at issue
5 in this case have been the subject of numerous other lawsuits, many of which resulted in
6 settlements. *See, e.g.*, Notice of Settlement, Dec. 23, 2013, *Donahoe v. Arpaio*, No. 2:10-
7 cv-2756-VNM, ECF No. 1189 (D. Ariz.); Notice of Settlement, Dec. 23, 2013, *Lacey v.*
8 *Maricopa County*, No. 2:08-cv-997-SRB, ECF No. 168 (D. Ariz.); Notice of Settlement,
9 July 8, 2010, *Theilen v. Maricopa County*, No. 2:09-cv-2603-FJM, ECF No. 64 (D.
10 Ariz.); Judgment, June 1, 2012, *Wilcox v. Arpaio*, No. 2:11-cv-473-NVM, ECF No. 39
11 (D. Ariz.). In addition, much of the alleged retaliatory conduct was previously
12 investigated by the Pinal County Sheriff's Office, *see* Maricopa County Sheriff's Office
13 Investigation report, available at [http://www.azcentral.com/news/arpaio/sheriff-joe-](http://www.azcentral.com/news/arpaio/sheriff-joe-report.php)
14 [report.php](http://www.azcentral.com/news/arpaio/sheriff-joe-report.php), and the State Bar of Arizona, *see* Opinion and Order Imposing Sanctions, *In*
15 *re: Andrew P. Thomas, et al.*, State Bar of Arizona, Case No. PDJ 2011-9002, available
16 at <http://www.azcourts.gov/Portals/201/Press%20Releases/2012/041012>
17 [ThomasAubuchonAlexander_opinion.pdf](http://www.azcourts.gov/Portals/201/Press%20Releases/2012/041012). In addition, the most recent retaliatory incident
18 that is included within this lawsuit took place in 2010. Joint Mot. to Approve Settlement
19 Agreement 4, ECF No. 391; Oct. 6, 2014 Status Hr'g Tr. 42:2-17 (statement of counsel
20 for the United States).

21 Given the ways in which the incidents alleged in the United States' complaint
22 have been addressed in other proceedings and venues, the Parties were encouraged to
23 reach a settlement that embodies an ongoing commitment by MCSO to uphold First
24 Amendment rights. The Parties were able to reach agreement on a specific statement that
25 will be the policy of MCSO, that will be made known to all current and future MCSO
26 employees and made applicable to them, and that will subject MCSO employees to
27 discipline should they violate its terms. Settlement Agreement ¶¶ 19-22, attached hereto
28 with proposed order.

1 With regard to the United States' Fourth Amendment claim, the Settlement
2 Agreement itself notes the factors that encouraged the Parties to pursue a settlement
3 rather than continued litigation. MCSO announced in December 2014 that it would no
4 longer enforce State identity theft laws relating to obtaining or continuing employment.
5 Settlement Agreement ¶ 10, attached hereto; Defs' Joint Mem. Regarding Court's
6 December 1, 2014 Order 2, *Puente Arizona v. Arpaio*, No. CV-14-01356-PHX-DGC,
7 ECF No. 132 (D. Ariz. Dec. 27, 2014) (stating that MCSO "no longer enforces A.R.S. §
8 13-2008(a) (employment provision) or A.R.S. § 13-2009(a)(3)"). MCSO also announced
9 that it would disband the Criminal Employment Unit, which had carried out the worksite
10 operations at issue in this lawsuit. Settlement Agreement ¶ 10; Def. Joseph M. Arpaio's
11 Notice to Court Regarding Disbandment of Criminal Employment Unit, *Puente Arizona*
12 *v. Arpaio*, No. CV-14-01356-PHX-DGC, ECF No. 131 (D. Ariz. Dec. 27, 2014)
13 (notifying Court "that the Criminal Employment Unit will be disbanded after the current
14 identity theft investigation concludes in the end of January or early February of 2015").
15 Soon thereafter, the United States District Court for the District of Arizona preliminarily
16 enjoined MCSO from enforcing those State identity theft laws on the ground that they
17 were preempted by federal law. Settlement Agreement ¶ 11; Order 42, *Puente Arizona v.*
18 *Arpaio*, No. CV-14-01356-PHX-DGC, ECF No. 133 (D. Ariz. Jan. 5, 2015) (enjoining
19 Defendant Arpaio "from enforcing A.R.S. § 2009(A)(3) and the portion of A.R.S. § 13-
20 2008(A) that addresses actions committed 'with the intent to obtain or continue
21 employment'"). MCSO disbanded the Criminal Employment Unit as planned on January
22 19, 2015 and has no plans to engage in the kinds of worksite operations at issue here.
23 Settlement Agreement ¶¶ 12-13.

24 Because the alleged conduct underlying the United States' Fourth Amendment
25 claim had ceased, and the unit within MCSO responsible for the alleged conduct has been
26 disbanded, the Parties were able to agree on a framework for settlement that made
27 resolution much simpler. Specifically, the Parties agreed that any obligations under the
28 settlement of the United States' Fourth Amendment claim would only come into effect if

1 Defendant Arpaio decides to re-initiate the kinds of law enforcement activity that gave
2 rise to the United States’ Fourth Amendment claim, which Defendant Arpaio currently
3 has no plan to do.

4 The Parties arrived at the Settlement Agreement that is before the Court for
5 approval over several years through an extensive, adversarial process. The circumstances
6 under which they reached a settlement—shortly before trial, after significant
7 developments both outside and within the litigation—strongly incentivized the Parties to
8 reach a resolution before incurring the cost of a lengthy and resource-intensive trial.

9 **II. Resolution of the United States’ Claims Under the Settlement Agreement**

10 The Settlement Agreement before the Court is fully consistent with the purposes
11 of Section 14141, which authorizes the Attorney General to seek “equitable and
12 declaratory relief to eliminate [a] pattern or practice” of constitutional violations. 42
13 U.S.C. § 14141(b). Settlements under the statute are not designed to punish individual
14 government officials or provide personal remedies to victims of police misconduct.
15 Instead, Congress granted the Justice Department the authority to sue law enforcement
16 agencies to correct the underlying policies that led to the misconduct. H.R. Rep. No. 102-
17 242, at 137-38 (1991). Typically, the United States and specific law enforcement
18 agencies reach a resolution of litigation under Section 14141 by committing to a set of
19 reforms that will prevent future constitutional harms. *See, e.g.*, agreements cited *supra* at
20 5.

21 The Settlement Agreement embodies such a commitment. With regard to the
22 United States’ First Amendment claim, the Agreement requires MCSO to adopt a specific
23 policy statement and ensure that all personnel are advised of the policy. Settlement
24 Agreement ¶¶ 20-21, attached hereto with proposed order. This approach is consistent
25 with Congress’s intent in enacting Section 14141 and with the many other similar
26 agreements reached by the United States, which frequently require changes to policy that
27 will provide guidance to officers about their obligations to uphold the public’s
28 constitutional rights. *See, e.g.*, Settlement Agreement ¶ 15, *United States v. City of*

1 *Albuquerque*, No. 14-cv-1025, EFC No. 9-1 (D.N.M. filed Nov. 14, 2014) (requiring
2 adoption of new use of force policy). The provisions of the Agreement addressing the
3 First Amendment leave Defendants less discretion than is typical for these kinds of
4 agreements in that MCSO is required to adopt a specific policy statement; other
5 agreements merely require that law enforcement agencies adopt a policy that includes
6 certain baseline criteria, but the actual language of the policy is left to the agency to craft.
7 *See, e.g., id.* (settlement agreement provision setting requirements for use of force
8 policy). This resolution is tailored to the harms alleged by the United States because it
9 focuses on the alleged failure of Defendant Arpaio to prevent MCSO personnel from
10 engaging in retaliation in violation of the First Amendment.

11 With regard to the United States' Fourth Amendment claim, any decision by
12 Defendant Arpaio to re-initiate the worksite operations that led to this lawsuit will trigger
13 an obligation "to first establish written policies and protocols to ensure that [such
14 operations] are conducted in compliance with all applicable laws and the United States
15 Constitution." Settlement Agreement ¶ 14(a), attached hereto with proposed order. Those
16 draft policies and protocols must be provided to the United States, and MCSO must
17 consider the United States' feedback in good faith. *Id.* ¶ 14(b). MCSO must advise all
18 personnel participating in worksite operations of the policies and protocols and must take
19 measures to ensure that such personnel comply with them. *Id.* After any operation has
20 taken place, MCSO must grant reasonable requests by the United States for information
21 related to the operation, *id.* ¶ 16, and, if the United States identifies violations of federal
22 law consistent with the allegations in this lawsuit, it will confer with the Defendants
23 about its concerns. *Id.* ¶ 17. If the Parties are not able to reach a resolution and other
24 criteria are met, including timeliness, the United States may bring a new civil action that
25 seeks relief for worksite operations, and the factual basis for that action can include
26 operations that took place before the Agreement was reached. *Id.*

27 Given that Defendant Arpaio has no current plans to carry out worksite operations,
28 these provisions of the Settlement Agreement fully resolve the United States' Fourth

1 Amendment claim without involving the Parties in unnecessary disputes. In this way,
2 these provisions of the Settlement Agreement are tailored to the alleged harms identified
3 by the United States: should worksite operations begin again, they must do so with
4 guidance in the form of policies and protocols to prevent constitutional violations, and the
5 United States has the assurance that it could potentially bring a new lawsuit to vindicate
6 constitutional rights, if that ever became necessary. If Defendant Arpaio does not conduct
7 worksite operations in the future, the United States can be assured that the alleged pattern
8 or practice of constitutional violations will have ceased.

9 Both areas of the Settlement Agreement—the First and Fourth Amendments—
10 provide additional assurance that the claims will be resolved because the Parties will be
11 able to seek enforcement of the Agreement in this Court. As noted above, the Parties
12 intend for the terms of the Agreement to be enforced by the Court. Should disputes arise
13 in the future about the terms of the Settlement Agreement, the Parties will be able to
14 resolve them before this Court.

15 **III. The Public Interest**

16 The Settlement Agreement serves the public’s interest on numerous dimensions.
17 First and foremost, the Agreement promotes the public’s interest in constitutional
18 policing by ensuring that MCSO personnel are guided by clear policies in areas where the
19 United States believes there have been problems in the past. *See Floyd v. City of New*
20 *York*, 959 F. Supp. 2d 691, 698 (S.D.N.Y. 2013) (noting public interest ““in having a
21 constitutional police force””) (quoting *United States v. City of New Orleans*, No. 12-cv-
22 1924, 2013 WL 492632 at *4 (E.D. La. Feb. 8, 2013)). Because the remedies in the
23 Settlement Agreement are tailored to the constitutional violations alleged by the United
24 States, and because the provisions related to the Fourth Amendment claim do not require
25 action unless Defendant Arpaio re-initiates worksite operations, the cost of the
26 Agreement to the public is no greater than necessary to bring this case to a resolution.
27 Finally, the Agreement spares the public the expense of a trial that the Parties anticipated
28 would last six to ten weeks, Joint Proposed Pretrial Order 48, ECF No. 386, not to

1 mention post-trial briefing and proceedings on any remedy that might have been ordered.
2 *See Arthur v. Sallie Mae, Inc.*, No. 10-cv-198-JLR, 2012 U.S. Dist. LEXIS 3313 at *17-
3 18 (W.D. Wash. Jan. 10, 2012) (“As a matter of express public policy, federal courts
4 strongly favor and encourage settlements, particularly in class actions and other complex
5 matters.”); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting,
6 in class action context, “the strong judicial policy that favors settlements,” especially of
7 complex cases).

8 **CONCLUSION**

9 All Parties believe that the Settlement Agreement is a fair and equitable resolution
10 of this case and will benefit the people of Maricopa County. The Parties respectfully
11 request this Court to enter the Agreement as an order of the Court, to retain jurisdiction
12 over the Agreement, and to enforce its provisions if necessary. The Parties are submitting
13 herewith a revised Proposed Order to satisfy the requirements of the Court’s July 21,
14 2015 Order.

15 Respectfully submitted,

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