

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between Josephine Huang (“Ms. Huang”), on the one hand, and the County of Los Angeles and Los Angeles County Sheriff’s Department (collectively, the “County”), on the other.

### **Background**

Ms. Huang and the County (collectively, the “Parties”) enter into this Agreement in reference to the following facts:

- A. Ms. Huang alleges that, on September 12, 2020, deputies of the Los Angeles County Sheriff’s Department (“LASD) detained her, without legal justification and using unjustified force, because she was gathering news in a public place (the “Incident”).
- B. In connection with the Incident, Ms. Huang was issued a citation for violation of California Penal Code §148(a), which the Los Angeles County District Attorney’s office declined to pursue.
- C. Ms. Huang alleges that she has claims against the County under federal and state law for her detention and the violation of her right to gather news.
- D. The Parties desire to enter into this Agreement to resolve fully all differences, and to discharge and dismiss all disputes between them, including any and all claims that may have arisen from the Incident, upon the terms and conditions set forth herein.

### **Agreement**

In consideration of the promises set forth in this Agreement and to resolve any and all claims that may have arisen from the Incident, the Parties agree as follows subject to the Approval defined in, and set forth in, Paragraph 5 below:

1. Issuance of LASD Re-Briefs on Policies Regarding the News Media. The County agrees that LASD will issue the re-briefs set forth as Attachment A. The re-briefs shall be issued no later than 90 days from the Effective Date of this Agreement and shall be distributed to all employees through LASD’s normal electronic mail distribution process. The re-briefs will be available to LASD employees on the LASD intranet, and LASD deputies may be subject to testing on the content of the re-briefs for promotional exams.

2. Training on Re-Briefs. The County agrees that LASD will implement the following training on the contents of the re-briefs:

- a. LASD will make reasonable efforts to ensure that deputies who provide patrol services are reminded of the content of the re-briefs at watch briefings when circumstances make it reasonably likely that such deputies may come in contact with members of the press, unless circumstances make the giving of such

a reminder impracticable. The failure to give such reminders shall not constitute breach of this Agreement.

3. Consideration. In consideration of the Release and Discharge set forth below in Paragraph 4 and subject to the terms and conditions stated in this Agreement, the County agrees to pay Ms. Huang the total amount of \$700,000 (the “Payment”) after the County has approved this settlement as set forth in Paragraph 5 below. The Parties agree that the County shall cause the full Payment to be made in three separate checks payable to Josephine Huang to be paid as follows:

\$233,333.33 paid no later than December 31, 2023;

\$233,333.33 paid between January 1, 2024 and February 29, 2024;

\$233,333.34 paid between January 1, 2025 and February 28, 2025;

Ms. Huang shall provide a W-9 concurrently with her signature on this agreement.

4. Release and Discharge. In consideration of the actions that the County has agreed to take and the delivery of the Payment called for in this Agreement to Ms. Huang, Ms. Huang waives all claims for declaratory and injunctive relief, damages, costs, and attorney’s fees against the County, their agents, or employees that arose or may have arisen out of the Incident. This Release and Discharge on the part of Ms. Huang shall be a fully binding and complete settlement between the Parties, their assigns, and successors. The release and discharge in this Agreement shall be effective as of Ms. Huang’s receipt of the Payment; provided, however, that this Agreement shall be otherwise fully effective and binding on the Parties immediately upon both of (a) the Agreement’s execution by the Parties and (b) the Approval (as defined below). Nothing contained herein is intended to prevent any Party from enforcing this Agreement.

5. Settlement Contingent Upon the Approval of the Los Angeles County Claims Board and Los Angeles County Board of Supervisors. The Parties acknowledge that this settlement is subject to the approval of the Los Angeles County Claims Board and the Los Angeles County Board of Supervisors (the “Approval”).

6. Denial of Liability. This Agreement is entered into in compromise of disputed claims. The County denies any violation of any federal, state, or local law related to the Incident. The County denies any liability to Ms. Huang. This Agreement constitutes the settlement of what the County contends are disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the County.

7. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties, their successors and assigns, and no other person shall have any right, benefit, or interest under or because of this Agreement, except as otherwise specifically provided herein.

8. Effective Date. The effective date of this Agreement shall be the date upon which the Los Angeles County Board of Supervisors approves the settlement.

9. Waiver of Unknown Claims. Ms. Huang knowingly and voluntarily waives any and all rights and benefits otherwise conferred by the provisions of California Civil Code § 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known to him or her, must have materially affected his or her settlement with the debtor.”


Ms. Huang expressly acknowledges that this Agreement and Release is intended to include in its effect, without limitation, all claims which Ms. Huang did not know or suspect to exist at the time of the execution of this Agreement and Release arising out of or in connection with the Incident, as set forth above, and that this Agreement and release contemplates the extinguishment of any and all such claims.


10. Enforcement. This Agreement shall be governed by the laws of the United States and the state of California and enforceable in the courts of the state of California.

11. Successors. This Agreement shall bind the successors, assigns, heirs, and personal representatives of each of the Parties.


12. Whole Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, written or oral, between Ms. Huang and the County. In the event any provision or term of this Agreement is determined to be or is rendered invalid or unenforceable, all other provisions and terms of this Agreement shall remain unaffected to the extent permitted by law.


13. Counterparts. This Agreement may be executed in counterparts, all of which together shall comprise a single agreement.

Dated: 26-Jul-2023 | 10:10 PM CDT   
Josephine Huang

Dated: 7/25/2023   
County of Los Angeles  
Lana Choi, Senior Deputy County Counsel

**Approved as to form:**  **for the Reporters Committee for Freedom of the Press**

Dated: 7/27/23  of Gibson, Dunn & Crutcher LLP  
Counsel for Josephine Huang

Dated: 7/25/2023   
Andrew Baum  
Counsel for the County of Los Angeles

# **ATTACHMENT A**



*Los Angeles County*  
**Sheriff's Department**

**FIELD OPERATIONS  
SUPPORT SERVICES UNIT**

**\*\*RE-BRIEF\*\***

The purpose of this re-brief is to remind Department personnel of the Department's policy pertaining to Photography, Audio, and Videotaping by the Public and the Press, as outlined in the Department's Manual of Policies and Procedures (MPP) Section 3-01/080.16.

MPP Section 3-01/080.16 states, in relevant part:

Members of the public, including the press, have a First Amendment right to observe, take photographs, and record video or audio in any public place where they are lawfully present. Photography and the recording of video or audio are common activities and are neither crimes nor indications of criminal activity in and of themselves. Neither photography nor the recording of video or audio, standing alone, can form the basis for a detention, arrest, or warrantless search.

Department members are prohibited from interfering with, threatening, intimidating, blocking, or otherwise discouraging a member of the public, who is not violating any other law, from taking photographs or recording video or audio (including photographs, video, or audio of police activities) in any place in which the member of the public is lawfully present. Such prohibited interference includes:

- Ordering a person to cease taking photographs or recording video or audio; however, in sensitive situations involving injured

persons or victims, deputies may ask a person to stop recording voluntarily, provided the deputy explains that the person has the right to record;

- Demanding that person's identification;
- Demanding that the person state a reason why he or she is taking photographs or recording video or audio;
- Detaining that person;
- Intentionally blocking or obstructing cameras or recording devices (not including physical barricades or screens used as part of a tactical operation or crime scene);
- Seizing and/or searching a cell phone, camera or recording device without a warrant;
- Using force upon that person; or
- Detaining or arresting the individual for violating any other law wherein the purpose of the detention or arrest is to prevent or retaliate for recording police activity.

Department personnel are prohibited from tampering with, altering, deleting, or destroying any photographic, video or audio records, or equipment under any circumstances. Unless a deputy has obtained a warrant, a deputy shall not require an individual to show the photographs, video or audio records.

<https://pars.lasd.org/Viewer/Manuals/10236/Content/10397>

You can find all Newsletters, Field Operations Directives (FOD), MPP, and other resources on the Policy Archival and Retrieval System (PARS). <http://pars.lasd.sheriff.sdn/Viewer/Menu>

To view PARS outside of the Department and/or on mobile devices, click the link:

[PARS.lasd.org](http://PARS.lasd.org)

If you have any questions, please call or email Field Operations Support Services Unit at (323) 890-5411 or [foss@lasd.org](mailto:foss@lasd.org)



*Los Angeles County*  
**Sheriff's Department**

**FIELD OPERATIONS  
SUPPORT SERVICES UNIT**

**\*\*RE-BRIEF\*\***

The purpose of this re-brief is to remind Department personnel of the Department's policy pertaining to photographic, video or audio material recorded by members of the press, as outlined in the Department's Manual of Policies and Procedures (MPP) Section 5-04/020.30.

MPP Section 5-04/020.30 states, in relevant part:

Except under limited circumstances, Department personnel are prohibited from searching or seizing photographs, video or audio recordings, cameras, recording equipment, or telephones without a warrant.

Pursuant to Federal statute 42 USC Section 2000aa-(a), it is unlawful for personnel, in connection with an investigation or prosecution of a criminal offense, to search for or seize the work product of a person reasonably believed to have a purpose of disseminating information to the public, such as a reporter, journalist, radio commentator, author, filmmaker, or internet blogger, unless:

- Valid consent has been obtained; or
- A warrant or court order has been obtained; or
- There is reason to believe the immediate seizure of such material is necessary to prevent the death of or serious bodily injury to a human being; or

- There is probable cause to believe the person possessing such materials has committed or is committing the criminal offense to which the materials relate. The criminal offense in question cannot merely be the receipt, possession, communication, or withholding of the work product unless it relates to national defense, classification information, restricted data, or the exploitation of children.

<https://pars.lasd.org/Viewer/Manuals/10008/Content/11892>

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<http://pars.lasd.sheriff.sdn/Viewer/Menu>

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## 21-19 - 2022 Laws Regarding Civil Unrest

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Los Angeles County Sheriff's Department

### NEWSLETTER

Field Operations Support Services, (323) 890-5411

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### 2022 LAWS REGARDING CIVIL UNREST

#### PURPOSE

The purpose of this newsletter is to inform Department personnel of the changes to California law regarding responses to civil unrest and the operation of subsequent command posts that will take effect on January 1, 2022. Modifications are in progress to bring the Department's policy into compliance.

#### BACKGROUND

Assembly Bill 48 and Senate Bill 98 of the current session created Penal Code Sections 13652 and 409.7. The following is a limited summary of the new laws. **Department personnel should review the new laws in their entirety.**

Note: These laws ONLY apply to first amendment activities and civil unrest incidents. The use of chemical agents and kinetic energy projectiles at any other patrol incidents or incidents inside custody facilities will not be affected by these pending laws.

#### **Penal Code Section 13652, Kinetic Energy Projectiles and Chemical Agents**

Kinetic, less-lethal weapons (stun bag, 40 MM rounds, 37 MM rounds, direct-fired pepper balls, etc.), and chemical agents (tear gas, pepper spray, etc.) shall not be used to disperse any assembly, protest, or demonstration unless the following:

- A threat of serious bodily injury or life-threatening situation is present;
- De-escalation techniques or other alternatives to force have been attempted and failed;
- Repeated audible announcements are made from multiple locations and in multiple languages regarding law enforcements intent to use chemical weapons and/or kinetic energy projectiles;
- Persons are given a reasonable opportunity to leave;
- Use of these less-lethal weapons must be target specific and not indiscriminately fired to help avoid incidental impact on non-involved bystanders;
- Efforts have been made to extract individuals in distress; and

- Medical assistance is promptly provided for the injured.

Kinetic energy projectiles and chemical agents shall not be used when a violation of the law or threat is solely a:

- Violation of curfew;
- Verbal threat; or
- Non-compliance with a law enforcement directive.

If the chemical agent to be deployed is tear gas, only a commanding officer at the scene of the assembly, protest, or demonstration may authorize its use.

The law further requires a detailed public reporting on attributes of the crowd and the law enforcement response to it. This includes the size of the crowd, the amount and type of less-lethal weapons used, any injuries, and the justification for the use of less-lethal weapons. Any de-escalation or force mitigating tactics shall also be documented and published.

### **Penal Code Section 409.7, Media Access to Command Posts at Civil Unrest**

Any duly authorized member of the media may have access to the immediate, closed area surrounding any command post, police line, or rolling closure.

Any duly authorized member of the media shall not be intentionally assaulted, harassed, or interfered with by law enforcement while they are documenting or reporting a news story.

Duly authorized members of the media are exempt from curfew, dispersal orders, and violations of Penal Code Section 148 while reporting or documenting a news story. If the duly authorized representative is detained by a peace officer or other law enforcement officer, that representative shall be permitted to contact a supervisory officer immediately for the purpose of challenging the detention, unless circumstances make it impossible to do so.

The legislation in its entirety may be viewed by clicking the following links:

[Assembly Bill 48](#)

[Senate Bill 98](#)

If you require further information, contact Field Operations Support Services at

(323) 890-5411 or [fossunit@lasd.org](mailto:fossunit@lasd.org).

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