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May 11, 2018

Youstina Aziz
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, CA 90071-3101

VIA EMAIL & U.S. MAIL

Re: Demand for Enforcement of Settlement Agreement between
the City of Placentia and Mr. Joseph Aguirre

Dear Ms. Aziz:

As you know, MALDEF represents Mr. Joseph Aguirre in the settlement agreement between Mr. Aguirre and the City of Placentia (the "City") entered into on July 19, 2016 (the "Settlement Agreement"). On May 1, 2018, the City voted to adopt a map which violates various provisions of the Settlement Agreement. We write to demand that the City immediately adopt a districting plan that complies with the requirements of the Settlement Agreement. I have enclosed a copy of the agreement for your convenience.

I. Breach of the Settlement Agreement

Pursuant to the Settlement Agreement, the City is required to adopt a districting plan with at least one Latino-majority citizen voting age population district in which, among other things: 1) the districts are contiguous and compact; 2) the districts are drawn with respect for the geographic integrity of any neighborhood and communities of interest; and 3) the map complies with applicable federal and state law, including the California Voting Rights Act (the "CVRA") and the federal Voting Rights Act of 1965. Settlement Agreement at 3. The City nonetheless voted to adopt the Olive map during the City Council meeting on May 1, 2018. The Olive map does not comply with the Settlement Agreement because it contains a non-contiguous Latino-majority district, it splits up neighborhoods and communities of interest, and it is not tailored to remedy the CVRA violation.

A. Contiguity

Courts throughout the country have defined contiguity as district boundaries where "no part of one district [is] completely separated from any other part of the same district." *Smith v. Clark*, 189 F. Supp. 2d 529, 541 (S.D. Miss. 2002) (quoting *Carstens v. Lamm*, 543 F. Supp. 68, 88 (D. Colo. 1982)); cf *Lawyer v. Dep't of Justice*, 117 S.Ct. 2186, 2195 (1997) (noting that

traditional redistricting principles in Florida allow portions of a district to be connected by water). Here, the northernmost part of district 2 in the Olive map is completely separated from the rest of the district; district 2 is therefore non-contiguous. Further, it appears that the district was drawn in this manner at least in part to capture the home of one of the councilmembers, and certainly to split communities of interest, discussed further below.

During the May 1 meeting you argued that district 2 is arguably contiguous because the City of Fullerton, and not another district, separates the two parts of district 2. However, given that the City of Placentia is itself contiguous, and is not divided in any way by Fullerton, there is no reason to create a noncontiguous district 2 with separated pieces adjacent to Fullerton. Similarly, Mayor Wanke defended non-contiguous districts by adding that there are “islands” of Yorba Linda within the City that make it difficult for the City to adopt a map with contiguous districts. This point is irrelevant because the “islands” of Yorba Linda do not render Placentia non-contiguous. Mayor Wanke and the National Demographics Corporation also described other jurisdictions in California and elsewhere which contain non-contiguous districts, presumably in defense of adopting a map with a non-contiguous district. That such districts exist in other jurisdictions is not a reason to create non-contiguous districts in Placentia, particularly because there is a settlement agreement that *requires* contiguity.

California contract law is clear that “[c]ourts must interpret contractual language in a manner which gives force and effect to *every* provision, and not in a way which renders some clauses nugatory, inoperative or meaningless.” *Hemphill v. Wright Family, LCC*, 234 Cal. App. 4th 911, 915 (Cal. App. 2015). The only interpretation of contiguity that gives the Settlement Agreement force and effect is one that requires that no part of a district be completely separated from any other part of the same district.

B. Geographic Integrity of Neighborhoods and Communities of Interest

The Settlement Agreement requires that the districts be drawn with respect for the geographic integrity of any neighborhood and any community of interest. Settlement Agreement at 3. In addition, respecting communities of interest is a traditional districting principle. *LULAC v. Perry*, 584 U.S. 399, 433 (2006); *Legislature v. Reineke*, 10 Cal. 3d 396, 402 (1976). Notwithstanding this requirement, councilmembers made clear during City Council meetings that, in adopting the Olive map, it was their goal to create north-to-south districts that included parts of different neighborhoods and/or communities of interest within each district. The City has therefore breached the Settlement Agreement by adopting a map that splits neighborhoods and communities of interest.

C. Effective Latino-majority District

Under the Settlement Agreement, the districts must be drawn “in a manner consistent with applicable law.” Settlement Agreement at 3. The CVRA and federal law requires the City’s districting map to afford minority voters an equal opportunity to elect

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their preferred candidates. The Olive map contains a Latino-majority district with only 46% Spanish surname voter registration. The Olive map does not include an effective Latino-majority district because it does not provide the Latino community with a real opportunity to elect a candidate of its choice. The City's adoption of the map is a further breach of the Settlement Agreement.

* * *

Please advise MALDEF by Wednesday, May 16, 2018 whether the City intends to adopt a districting plan that complies with the Settlement Agreement. If you do not confirm that the City will comply with the Settlement Agreement, MALDEF will proceed to enforce the agreement. As a reminder, the Settlement Agreement contains a fee shifting provision which entitles the prevailing party to receive reimbursement from the losing party of all costs and expenses incurred.

Sincerely,



Julia A. Gomez
Staff Attorney
MALDEF

Encls.

cc: Christian L. Bettenhausen, City Attorney