

# Los Angeles Times

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## COLUMN ONE

### Far apart under one roof

Something came between Chana and Simon Taub: a wall, ordered by a divorce judge, right through the three-story home neither will leave.

By ERIKA HAYASAKI  
Times Staff Writer

**C**HANA Taub peered through a narrow gap in the recently built sheetrock wall that sliced her three-story house in two. Straining to look at what used to be her living room, she worried that her husband was lurking on the other side.

"I can't be near him," she whispered, just in case he was eavesdropping. "If I see him, I run the other way."

Chana and Simon Taub are in the middle of a spiteful divorce. Out of stubbornness — and a determination not to lose the house to the other — both refused to give up the place they shared for 18 years. In one of New York's strangest divorce battles, a judge ordered construction of the wall to keep the quarreling couple apart while under the same roof.

The wall went up in December as neighbors gathered outside to watch. The sand-colored brick and mahogany door that separates the living room from a spiral staircase leading to the second and third floors. The second floor is divided in half by a locked glass and mahogany door that has been barricaded with plywood.

Chana, 57, got the garage, front door, spiral staircase, three bathrooms, second-floor living room, four bedrooms and a nursery on the third floor.

That left Simon, 58, with a side entrance into the first-floor living room and bathroom, along with a second-floor dining room, which he could only access by walking up his neighbor's stairs one flight, climbing over a railing on his balcony and entering through a window. To his wife's

[See Wall, Page A14]



LEITE SHIROU/Los Angeles Times

### WRONGLY CONVICTED MAN IS RELEASED

Joyce Boney is overcome with emotion as she embraces her son Timothy Atkins, who was released from L.A. County Jail on Friday. A judge overturned his 1987 murder conviction a day earlier after a key prosecution witness recanted her testimony. **CALIFORNIA, B1**

## A tall, elusive Russian and a cup of poison tea

Alexander Litvinenko's expatriate friends have pieced together their own picture of how the former spy was killed.

By KIM MURPHY  
and SEBASTIAN ROTELLA  
Times Staff Writers

**LONDON** — Yuri Felshitsky well remembers when he spent the better part of five hours pleading for the life of his friend Alexander Litvinenko.

It was May 22, 2000. Litvinenko,

so, a colonel in the Russian Federal Security Service, or FSB, had just spent four months in prison, having gone public with allegations that senior secret police officers were involved in killings and kidnappings for financial gain.

Now he was free, but for how long? Felshitsky called up Litvinenko's former boss, Maj. Gen. Yevgeny Kholokholov, and agreed to meet him for dinner at a small restaurant near Moscow's old Ukraina Hotel.

Kholokholov owned the restaurant and ordered it closed for the night so the two men could talk privately. "We were sitting there for five hours, from 7:30 to

12:30, discussing the fate of Litvinenko. It was a nice, professional conversation. I think it was a very honest talk," Felshitsky recalled in a recent interview.

"But the general explained to me there was no way, just no way, Litvinenko's going to be pardoned. ... He went against the system. He committed treason. And he was going to be punished for this."

"At one point, he said, 'If I ever see him in my doorway, I will kill him with my own hands.' And he put his two hands together as if he was smashing the neck, as if it was a piece of pipe, or a baguette. And then he just said, 'I'm jok-

[See Poison, Page A7]

## Vietnamese voters at epicenter of O.C. political earthquake

By CHRISTIAN BERTHELSEN  
and DAVE MCKIBBEN  
Times Staff Writers

The two Republicans named Nguyen entered the race for a seat on the Orange County Board of Supervisors as blips on the establishment's screen: He an obscure school board member, she a neophyte councilwoman.

Against them stood candidates appointed by the Republican and Democratic machines — as well as the wisdom that in immigrant-rich central Orange County, party loyalties won elections.

When the votes for the 1st District race were tallied this week, the Nguyens, who are not related, had easily eclipsed the two favorites by shrewdly courting ethnic loyalties and the absentee vote.

Between them, the two bitter rivals won nearly half of the 46,000 votes cast in the Tuesday special election, with Trung Nguyen defeating Janet Nguyen by just seven ballots. She has asked for a recount. But whoever prevails will be Orange County's first Vietnamese American supervisor, demonstrating the emergence of Vietnamese political power.

"There was a major political earthquake in central Orange County this week," said Assemblyman Van Tran (R-Garden Grove), who became California's highest-ranking Vietnamese American official when he was elected to the Legislature two years ago.

The strong showing by two Vietnamese candidates is further indication that the stereotype of Orange County as an all-white, wealthy, image-conscious com-

[See Vietnamese, Page A16]

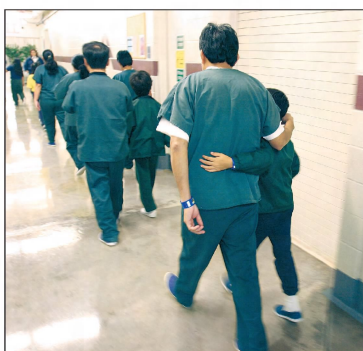


**VICTOR:** Trung Nguyen eked out a seven-vote win for supervisor in Orange County in a four-way race.



**RUNNER-UP:** Janet Nguyen seeks a recount. The two candidates won nearly half the votes cast.

### Inside Today's Times



CHARLES REED/Department of Homeland Security

### Youths caught in immigration net

An austere detention center for illegal immigrants in Texas is a pillar of the U.S. crackdown, but more than half of its inmates are minors. **NATION, A13**

### Sex-offender limits are not retroactive

A federal judge's decision means thousands might not be barred from living near schools and parks. **CALIFORNIA, B1**

### Examining the Anna Nicole Smith case

An autopsy shows no signs of a violent death. Tim Rutten looks at how she became big news. **NATION, A9; CALENDAR, E1**

### The wine barrels are brimming

Two bumper harvests in a row leave wineries flush, which may mean cheaper prices. **BUSINESS, C1**

**Weather:** Rain likely throughout tonight. **L.A. Downtown:** 64/53. **Page B16**  
**Latest news:** latimes.com  
**Complete Index:** Page A2



## NEW TROOPS DON'T YIELD RESULTS YET IN BAGHDAD

Gates hopes to speed the influx of forces. But a senior official says that may be impossible.

IRAQIS GROWING IMPATIENT

By LOUISE ROUO  
Times Staff Writer

**BAGHDAD** — A month after the Bush administration announced a "surge" in troops for Baghdad, Iraqis are still waiting for anything to change.

Fewer than 20% of the additional Iraqi and American troops have arrived so far. And the roughly 5,000 that have arrived have yet to make a visible impact in this sprawling city of 6 million people, where thousands of paramilitary gunmen patrol the streets.

U.S. officials are trying to manage expectations both domestically and in Iraq, continually asserting that the new forces will slowly take up positions in the capital over the coming months.

After one of the bloodiest weeks since the U.S.-led invasion of 2003, Iraqis are increasingly impatient. A series of high-profile attacks on both civilians and security forces killed more than 1,000 Iraqis and at least 33 U.S. troops in the first nine days of the month.

U.S. Defense Secretary Robert Gates has said he is investigating whether he can speed the pace of the troop buildup. But a senior Pentagon official said this week that it was unlikely that U.S. troops would be sent to Baghdad any faster than planned. The five brigades going to the capital are due to arrive one per month, with the last coming in May.

So far, 3,000 U.S. troops and about 2,000 Iraqi counterparts have arrived here, according to U.S. officials. But some Iraqis said the senior official, speeding the movement of U.S. forces into Baghdad would require a cut in training time, he said a move resisted by Army officials.

In a handful of mostly Sunni Muslim neighborhoods, residents have noticed more American Iraqis patrolling. But most Iraqis interviewed said they saw no more security forces on the street than usual.

"The situation is the same or worse," said Hamed Abdulrahman, a 43-year-old from a southern Baghdad neighborhood. Abdulrahman heard about the security plan on TV but said he saw little evidence of it in his area. Most shops are still closed, and security forces manning checkpoints do not search the cars.

Last week, he said, his neighbor of 10 years was killed in a drive-by shooting. "Every day someone I know is killed," Abdulrahman said.

Ahmed Samerie, a 26-year-old, [See Iraq, Page A5]

## INGLEWOOD POLICE TARGET OF SEX INQUIRY

The department is looking into allegations of massage parlor visits.

By ASHLEY SUREDIN  
and GREG KRIBOHAN  
Times Staff Writers

At least six current or former Inglewood police officers are under investigation for allegedly having sex with female employees of massage parlors and other adult businesses that have been the target of a high-profile law enforcement crackdown.

The internal affairs investigation by the Inglewood Police Department began after federal authorities launched an investigation of money laundering and prostitution involving women smuggled into Los Angeles from Asia.

That probe, which resulted in charges against more than two dozen people, led to allegations that Inglewood officers engaged in the sexual liaisons — sometimes in uniform — during work hours and off duty, according to several local and federal sources familiar with the case.

Evidence seized by federal agents and local investigators included "very detailed ledgers" that suggested Inglewood officers were receiving sexual favors at the businesses without paying, according to one source close to the investigation.

The ledgers, the source said, [See Inglewood, Page A12]

## Harvard ready to make history, loud and clear

A woman is poised to succeed a president who fueled a gender debate.

By RICHARD C. PADDOCK  
and REBECCA TROUSNOR  
Times Staff Writers

Harvard University is set to name the first female president in its 371-year history. L.A. Lawrence H. Summers, the former Harvard head who contributed to his own downfall by questioning the ability of women to master science.

Drew Gilpin Faust, a Civil War historian and dean of the Radcliffe Institute for Advanced Study at Harvard, is expected to be named Sunday as Harvard's

28th president. Faust, 58, was praised Friday by friends and associates as an eminent scholar and a dynamic yet soft-spoken leader with a highly effective personal management style.

The appointment process is highly secretive, and Alan Stone, Harvard vice president for public affairs, said he could not confirm that Faust was selected. The Harvard Crimson, the student newspaper, reported Friday that the university's 30-member Board of Overseers would meet Sunday to affirm her selection.

Faust's appointment would be a breakthrough for an institution that did not have a single female faculty member in 1970 and did not abolish quotas restricting the number of female students [See Harvard, Page A10]



# Children detained for security's sake

Many underage illegal immigrants are being held alongside parents in prisonlike facilities and conditions.

By NICOLE GAUETTE and MIGUEL BUSTILLO  
Times Staff Writers

TAYLOR, TEXAS — Khadijah Bessges is confined by metal gates and razor wire. She wears a uniform. She sleeps in an 8-by-15 cell, and stands by her cot four times a day when the guards count them until their only two pairs of panties. Her favorite teddy bear was confiscated. But she has her father, Sebastian, who sleeps in the cell with her.

Khadijah is 9 years old. She is one of 208 children being held with their parents at the T. Don Hutto Family Detention Center, the largest of the Homeland Security's answer to the problem of families caught living in or entering the country illegally.

It's not a good place for people. Khadijah said in a recent telephone interview. "People here get sad, and they don't want to be here. They want to be with their families."

Hutto, which opened in May 2006, is a pillar of the Bush administration's effort to crack down on illegal immigrants and detain them until their appeals can be heard. It holds detainees who cannot easily be sent home, as Mexicans can. Hutto has families from 29 countries, most from South America.

The center is touted by the Homeland Security Department as a major achievement, and may be a model for future facilities. Hutto also illustrates the administration's bind as its pursuit of border security collides with the reality that many illegal immigrants are minors.

On Friday, a majority of Hutto's 383 inmates were children. Immigrant advocates and human rights groups ask why Khadijah and the others are jailed for their parents' actions.

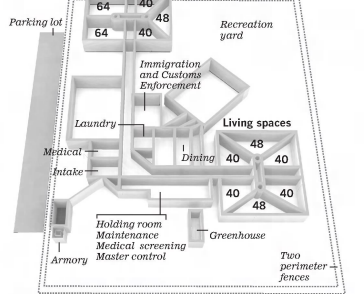
"Children being in jail with their parents is what is morally and ethically wrong with this picture," said the Rev. Gene Steinhilber, a pastor at the University of Texas Immigration Law Clinic, who

## Future for families?

The Immigration and Customs Enforcement agency handles more than 200,000 detainees a year at 300 locations, many in family facilities. The T. Don Hutto Family Residential Facility in Taylor, Texas, is a temporary home to 383 detainees, more than half of them children.

## Detention center layout

Living spaces (number of beds)



Sources: Times reporting, ESRI

LORENA ISIGUETA Los Angeles Times

has clients at Hutto.

A former prison northeast of Austin, Hutto is run by a for-profit company with a controversial record. And though the facility is meant for detention measured in days, many immigrants are detained for months.

The average stay is about 55 days for asylum seekers, 40 for others, officials said.

The longest any family has stayed is 205 days. At Immigration and Customs Enforcement's other family facility, in Pennsylvania, the average stay is 59 days, activists say.

Attorneys say children at Hutto lose weight because of substandard food and suffer from untreated medical problems. Adults and children are given an hour of recreation a day, and chances to venture outdoors are rare.

The adults may be seeking asylum or may have been charged with criminal offenses. They have, like Khadijah's father, not been under charged with

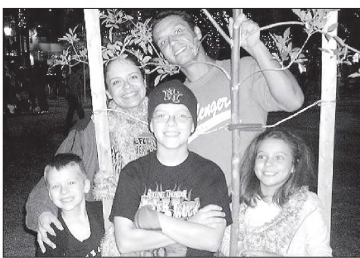
other crimes. Sebastian Bessges, 30, a Frenchman who last year married an American, was arrested for overstaying his visa. Khadijah, a French and Mexican citizen from a previous marriage, had overstayed her visa too.

Immigrants make up the fastest-growing group of people incarcerated in the U.S., according to the American Bar Assn. The immigration agency holds more than 200,000 people over the course of a year at more than 300 sites.

For the administration and attorneys, family detention is largely uncharted territory. "Standards for family detention do not exist in the U.S.," said Michelle Brane of the Women's Commission for Refugee Women and Children. "That's just one of our concerns."

Immigration officials have asked Brane's group and others to discuss creating standards for family detention.

Congress did not have Hutto in mind when it directed Home-



'I WOULD NEVER LEAVE HER': Sebastian Bessges with Khadijah, right, and their American family. The father and daughter had to go to Texas or be split up.

land Security in 2005 and 2006 to stop separating families and house them in nonpenal, home-like environments. It suggests methods such as electronic monitoring, which is being tested in eight cities. Advocates for immigrants point to a San Diego family shelter run by nuns as another possible model.

Concerns about Hutto are rising. A government commission issued a "report card" Thursday that gave Homeland Security a failing grade on its treatment of asylum seekers. A Texas legislator has introduced a resolution condemning the jailing of children.

Local groups have held vigils outside Hutto, the American Civil Liberties Union is considering a lawsuit, and a Latino advocacy group has demanded an investigation.

"We would like families to go to their homes," said Rosa Rosales, president of the League of United Latin American Citizens. "Putting immigrants in concentration camps should not be happening in the United States."

Officials play down the complaints. "I don't think the criticisms are fair," said Gary Mead, assistant director for Immigration and Customs' detention and removal operations. "This is run as a family shelter; it's not run as a jail. There is medical care; the meals are nutritious. Do people complain? They probably do — they're being detained. They were here illegally and now they're facing, in some cases, certain removal."

In November 2005, Homeland Security officials announced the Secure Border Initiative, an effort to end illegal border crossings. Secretary Michael Chertoff had identified families as a particular problem because the department lacked facilities to detain them. Human rights groups protested separations.

"We could let families go to their homes," Mead said. "Hutto became very important to ending that."

The facility is run by the Corrections Corp. of America, a government contractor paid \$85 per person a day. Watchdogs have found mismanagement at Corrections Corp. facilities, including inadequate medical care, failure to control violence, and substandard conditions.

In the two weeks since Sebastian and Khadijah Bessges arrived, Homeland Security has upgraded Hutto. Razor wire has been removed from the entrance. Artificial plants camouflage the iron entry gates. Walls and doors are plastered in brightly colored paper, cheerful stickers and big letters. But the decor, installed before a media tour Friday, cannot disguise the fact that Hutto is a prison.

"We have tried to soften the facility as much as possible," said Mead, who led the tour.

The Homeland Security Department also has tried to improve the food, say immigrants' advocates, who attribute the changes to media attention. The department has expanded Hutto's academic programs from an hour a day to four, and plans to introduce a curriculum based on Texas standards.

Last week, inmates staged a hunger strike to protest the food and other conditions. Sebastian Bessges said Khadijah had lost 4 pounds at Hutto.

Homeland Security officials countered Friday with a study showing that 81% of Hutto detainees gained weight during their stay.

Advocates and attorneys concurred that the facility's medical care is insufficient and there is no pediatrician.

Lawyer Griseida Ponce said one client's untreated leg injury eventually required emergency surgery, and a 4-year-old girl's lips cracked and bled before medical staff would respond to her mother's requests for painkillers.

Children and parents can blow off steam an hour a day in a gym. The rest of the time, they are kept in pods of several cells. Some are discouraged from armed at night with lasers and alarms.

Bessges said Khadijah had quarreled with other children and guards had told him he must hold her in check or damage his chances of avoiding deportation. "Yesterday, I... found out she was removed from school in Arizona because of all the time she's missed," he said, his voice quivering.

"But I can't tell her that. That would break her heart."

Bessges had visited a federal immigration center last month to see what forms he needed to extend his stay in the U.S. The next day, immigration agents raided his suburban Phoenix home and detained him and Khadijah.

The following day, Bessges said, immigration officials gave him a choice: He and his daughter could stay in Arizona in separate detention centers, or they could board a plane for the Texas detention center and be together.

"I would never leave her," Bessges said. "It's fine to make me pay for the mistakes I have made. But... no child deserves this."

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Gauette reported from Washington and Bustillo from Texas.

## Officers under investigation

[Inglewood, from Page A1]

had the names of customers and women clients they picked up when the customers were police officers. In those cases the women allegedly entered a symbol.

Word of the inquiry comes less than two months after the FBI confirmed that it was investigating two Inglewood police officers in the alleged rape of a woman who stopped her submission of prostitution. The woman's attorney said this week that he has filed a claim against the city and is awaiting an answer from authorities on whether the two officers have been arrested or charged.

Though he and other city officials would not disclose details about the new inquiry, Inglewood Councilman Ralph L. Franklin said it was aimed at determining whether the alleged sexual misconduct involved a large number of officers over an extended period of time. He said the FBI was assisting police in the investigation.

Franklin also said the department was trying to determine if any ranking officers in the department were involved in collusion with the officers suspected of misconduct.

Numerous law enforcement officials and city leaders said the Inglewood Police Department's internal affairs unit will ultimately recommend whether any officers should face criminal charges.

To date, sources say, none of the officers has been fired, though some have retired or left the city for other departments.

The internal affairs investigation began more than a year ago when several Inglewood massage parlors and tanning salons were the focus of federal allegations of money laundering and prostitution. To date, 18 people have pleaded guilty in that investigation and four others — including the alleged owner of the brothels, Kimberly Mao — are awaiting trial.

Mao has pleaded not guilty to the federal charges and has repeatedly denied involvement in prostitution or money laundering.

But last week, in a group interview organized by Mao, a dozen women who worked for her at the businesses told The Times that they had seen or worked with officers who visited the massage parlors and sometimes

demanding sexual services.

The women, who denied they were prostitutes, recalled several specific incidents, including one in which officers donned masks to hide their identities and pointed guns at employees. Another woman told The Times that an older officer exposed himself in an unsuccessful effort to have her engage in sex with him.

Sources familiar with the misconduct allegations said the federal authorities, including the U.S. attorney's office and the Immigration and Customs Enforcement agency, began hearing about the alleged involvement of police officers last year.

But Assistant U.S. Atty. Carmen Luege, who is prosecuting Mao and her co-defendants, said she was not aware of any federal probe of the Inglewood officers.

Customs agency spokeswoman Virginia Kice declined to comment other than to say that if the agency uncovered evidence of misconduct or criminal activity by other law enforcement officers, it would refer the matter to the appropriate law enforcement agency for investigation. Given the nature of the allegations, that agency would probably be the FBI. An FBI spokeswoman declined to confirm or deny that an expanded investigation was underway.

Inglewood Mayor Roosevelt Dorn would not address specific questions about the investigation other than to say no officers have been fired and that he was confident the department would do a thorough job investigating the allegations.

"They are on top of it and doing their due diligence," Dorn said. "They are doing what you would expect our police force to do. You have to be very careful when you're doing this type of investigation. You don't want to ruin anyone's career or create problems with families without having actual proof and proof that would stand up in a court of law."

Inglewood interim Police Chief F. L. Davis, who took over the department after the investigation was underway, would only say that his agency was actively pursuing a "difficult and sensitive" inquiry.

Inglewood, a working-class city of 112,000, has long struggled with prostitution problems. Because of its proximity to Los Angeles International Airport, Inglewood has numerous hotels

lining its main commercial streets.

The investigation comes as the department, the seventh-largest police agency in the county, struggles to fill two dozen vacancies in its 213-officer force.

At a town hall meeting Thursday night, police commanders said they were doing everything possible to fill the positions, and many citizens applauded the effort to increase the size of the force.

During the meeting, police officials said a top priority has been to combat prostitution in the city by dramatically reducing the number of massage parlors that could serve as fronts for sexual encounters. Since 2004, the department's efforts have cut the number of massage parlors from 23 to seven, a police official told the town hall meeting. There was no mention of the internal investigation.

Since that investigation began, Inglewood police as well as the FBI have begun a separate inquiry into the alleged rape of a Florida woman who was stopped by two patrol officers on suspicion of prostitution.

In that incident, which is also under investigation by the Los Angeles County district attorney's office, a 23-year-old woman alleged that the officers confronted her on Century Boulevard on a Sunday night as she left her hotel to have dinner at a fast-food restaurant. The thoroughfare has pockets that have long been known for prostitution.

The woman, who has said she was in town with her boyfriend to visit her mother for the holidays, alleged that the officers accused her of being a prostitute and demanded that she take them back to her hotel to prove she was not a streetwalker.

At the hotel, according to her attorney, the night manager verified that the woman was from Florida and a registered guest at the hotel. But one officer insisted that she take him to her room in the hotel.

It was there, the woman has said, that she was raped.

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Times staff writers Andrew Blankstein and Stuart Silverstein contributed to this report.

# Saturday Night Live on Sunday.

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