

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

ROXANNE REYNOLDS, et al.

Plaintiffs,

v.

JUDICIAL CORRECTION SERVICES INC.,
et al.,

Defendants.

Case No. 2:15-cv-00161-MHT-CSC

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the following parties (“the Parties”): Plaintiffs Roxanne Reynolds, Rodney Ware, and Edward “Tylee” Williams (“Plaintiffs”); Plaintiffs’ counsel Southern Poverty Law Center (“Plaintiffs’ Counsel”); and Defendant City of Clanton (“Defendant”).

Recitals

Whereas the Plaintiffs filed this action against the Defendant challenging the legality of the contract entered into between the City of Clanton and Judicial Correction Services, Inc. (JCS); and

Whereas Defendant avers that at all times relevant to the Plaintiffs’ claims in this lawsuit it acted legally and lawfully;

The parties enter into the following Agreement:

Agreement

In consideration of the mutual execution of this Agreement and the releases and promises made in the Agreement by the Parties, the Parties agree as follows:

1. The City of Clanton, acting through Mayor Billy Joe Driver, provided notice to JCS on April 27, 2015, that it was cancelling the contract between the City of Clanton and JCS in 30 days.
2. The contract between the City of Clanton and JCS was cancelled effective May 27, 2015.

3. The Clanton Municipal Court has entered Orders directing all persons previously assigned to probation through JCS to begin reporting directly to the Court after May 27, 2015.
4. The City of Clanton has directed JCS to post a notice in its office stating that anyone assigned to JCS through the Clanton Municipal Court should go to the Clanton Municipal Court to receive instructions on how to pay off their existing fines and costs.¹
5. The City of Clanton has posted a notice inside and outside of its Courtroom, in a conspicuous location, stating that persons previously assigned to JCS should stop reporting to JCS as of May 27, 2015 and should instead report to the Municipal Court Clerk to receive instructions on how to pay off their existing fines and costs. The City of Clanton agrees to keep this sign posted for 180 days from the date of this agreement.
6. The City of Clanton agrees that if it elects to enter into a new contract (or any other agreement) with a company offering probation-related or money-collection-related services related to its Municipal Court within five years of the execution of this Agreement, the City of Clanton will provide notice (the "Contract Notice") to Plaintiffs' Counsel. The Contract Notice shall be mailed to Plaintiffs' Counsel by first-class mail or by any other method that will arrive to the specified address within two business days. The Contract Notice shall be mailed to Plaintiffs' Counsel no later than sixty days prior to the City of Clanton's City Council taking final action to approve said contract. The Contract Notice shall clearly state that the Notice is in relation to "Reynolds v. JCS, No. 15-cv-161 (M.D. Ala.)." The Contract Notice shall include a copy of the contract (or any other agreement) that the City of Clanton is considering entering into. The Contract Notice shall be provided to Plaintiffs' Counsel at the following addresses:

Legal Director
Southern Poverty Law Center
400 Washington Avenue
Montgomery AL 36104

7. Plaintiffs and Plaintiffs' Counsel hereby waive any claim for costs or fees, including, but not necessarily limited to, attorneys' fees, against Defendant City of Clanton arising from this case, and no enforcement action or future related action shall be used to reinstate any claim for costs or fees against Defendant City of Clanton arising from this case.
8. Plaintiffs and Plaintiffs' Counsel hereby waive any claim for costs or fees, including, but not necessarily limited to, attorneys' fees, arising from any effort to enforce any provision of this Agreement.
9. This Agreement is enforceable by any one or more of the Parties, and no other individual or entity.

¹ JCS declined to do this, as it informed counsel for the City of Clanton that its office in Jemison, AL has been closed.

10. The Parties agree that the City of Clanton, may not enter into a new contract for probation-related or money-collection-related services related to its Municipal Court for at least 60 days after the notice required in Paragraph 6, above, is provided. The Parties contemplate that if any Party can establish that the specified notice was not provided, the remedy should be specific performance enjoining the new contract for probation-related or money-collection-related services for a 60-day period.
11. This Agreement shall remain in effect for five (5) years from the final date of execution.
12. This Agreement is the entire, final, and complete agreement of the Parties relating to the subject of this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating thereto. No amendment or modification of this Agreement shall be effective unless through a written agreement signed by all Parties hereto.
13. If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect.
14. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall only be necessary to produce one such counterpart (with multiple copies of the signature pages to show signatures, as needed). A facsimile transmission or photocopy shall be as valid and enforceable as an original.

The Parties, by their signatures below, have executed this Agreement and agree to be bound by it.

[Signatures beginning on following page]

DATED: 16 Jun, 2015

By: Sam Brooke
Samuel Brooke
On behalf of the Southern Poverty Law
Center and Plaintiffs Roxanne Reynolds,
Rodney Ware, and Edward "Tylee"
Williams

THE CITY OF CLANTON, ALABAMA

DATED: June 16, 2015

By: Billy Joe Driver
Billy Joe Driver
Mayor, City of Clanton