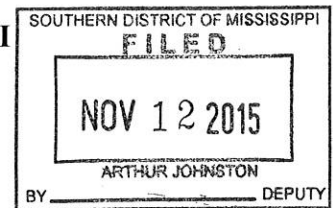


**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**



CHEVON ELIZABETH THOMPSON, et al.)

Plaintiffs,)

v.)

MOSS POINT, MISSISSIPPI,)

Defendant.)

Case No. 1:15cv182LG-RHW

(Class Action)

FINAL JUDGMENT

Based on the representations of the Parties, the Court orders the following:

1. The Parties to the Settlement Agreement attached hereto as Exhibit 1 are ordered to comply with the terms set forth therein.

2. The Plaintiffs' claims are hereby dismissed with prejudice subject only to the ongoing authority of this Court to enforce its injunction as set forth below.

3. The named Plaintiff and her counsel agree to notify counsel for the City of Moss Point upon the discovery of any perceived breach of this agreement or the Court's Judgment, to give the City of Moss Point a reasonable amount of time to cure such alleged breach, and to seek relief from the Court for such alleged breach only after such notice and a failure to cure within a reasonable time.

4. The Court further orders as follows:

a. The City of Moss Point and all of its officers, employees, and agents shall not utilize secured money bail for persons in the custody of the City on arrest,

either without a warrant or on the initial warrant issued, for any offense that may be prosecuted by the City.¹

- b. The City of Moss Point and all of its officers, employees, and agents shall offer every person in the custody of the City on arrest, either without a warrant or on the initial warrant issued, for any violation that may be prosecuted by the City, release from the custody of the City upon execution of Signature Bond or Personal Recognizance Bond. The City and any City agent will utilize the form drafted by the Municipal Court (or its material equivalent) attached to the Settlement Agreement as Exhibit 1, as well as comply with the procedures set forth therein, including the procedures to be followed if a person violates the terms of the recognizance bond.
- c. Upon release, the City of Moss Point shall notify all arrestees in writing regarding the time, date, and place at which they are required to appear in court, if any.
- d. The City of Moss Point shall not jail any person for non-payment of any monetary sum from fines, costs, fees, or bond revocations unless the constitutional procedures set forth in *Bearden v. Georgia*, 461 U.S. 660, 672-73 (1983), and *Turner v. Rogers*, 131 S. Ct. 2507, 2519 (2011), have been complied with.
- e. The City of Moss Point shall notify counsel for the Plaintiff as soon as practicable if any employee or agent of the City violates the terms of this agreement.

Ordered this the 12th day of November, 2015.



LOUIS GUIROLA, JR.
UNITED STATES DISTRICT JUDGE

¹ For the purposes of this Final Judgment, the term “secured” money bail means a monetary sum that must be paid or posted as a precondition of release from custody. The term “recognizance” means a person’s release upon their promise to appear in court at a later date.

AGREEMENT TO SETTLE ALL EQUITABLE CLAIMS

COME NOW the undersigned parties and, for good and valuable consideration, enter into this Agreement regarding Case No. 1:15-cv-00182-LG-RHW, Chevon Thompson v. City of Moss Point, now pending in the U.S. District Court, Southern District of Mississippi (the "Lawsuit").

WHEREAS the named Plaintiff Chevon Thompson filed the Lawsuit while she was in the custody of the City of Moss Point after an arrest for misdemeanor offenses, alleging that the City had a policy and practice which unlawfully kept her in the custody of the City because she could not afford to post a cash bond pursuant to an established schedule for each alleged offense; and

WHEREAS the City of Moss Point denies such allegations and any liability for the claims raised by the Plaintiff; and

WHEREAS, the parties enter into this Agreement in an effort to resolve this case efficiently, fairly, and without costly litigation.

NOW, THEREFORE, the parties agree to the following:

1. The parties agree to the entry of a final judgment as to all declaratory and injunctive relief as set out herein. The parties have entered into a separate agreement to resolve the other claims brought in this case and agree to comply with that agreement.
2. Subject to approval by the Court, and supported by the briefing submitted previously, the parties agree to request the entry of a declaratory judgment as follows:

The use of a secured bail schedule to set the conditions for release of a person in custody after arrest for an offense that may be prosecuted by the City of Moss Point implicates the protections of the Equal Protection Clause when such a schedule is applied to the indigent. No person may, consistent with the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, be held in custody after an arrest because the person is too poor to post a monetary bond. If the government generally offers

prompt release from custody after arrest upon posting a bond pursuant to a schedule, it cannot deny prompt release from custody to a person because the person is financially incapable of posting such a bond. See *Pugh v. Rainwater*, 572 F.2d 1053 (5th Cir. 1978) (*en banc*); *Lee v. Lawson*, 375 So. 2d 1019, 1023 (Miss. 1979); *Jones v. City of Clanton*, 2:15-cv-34-MHT (M.D. Ala. September 15, 2015) (Doc. 76) (issuing final judgment and opinion declaring post-arrest detention based on secured bail unconstitutional without a hearing on indigence); *Pierce v. City of Velda City*, 4:15-cv-570-HEA (Doc. 16) (E.D. Mo. June 3, 2015) (issuing Declaratory Judgment condemning post-arrest detention of the indigent based on secured bail); *Cooper v. City of Dothan*, 1:15-cv-425-WKW (M.D. Ala. June 18, 2015) (Doc. 7) (granting Temporary Restraining Order and finding that post-arrest detention based on preset secured bail that the arrestee could not afford was likely unconstitutional); see also, e.g., United States Department of Justice, Statement of Interest at 1, *Varden v. City of Clanton*, 2:15-cv-34-MHT (Doc. 26) (February 13, 2015) (stating that the use of secured bail to detain the indigent “not only violates the Fourteenth Amendment’s Equal Protection Clause, but also constitutes bad public policy”).

3. The named Plaintiff and her undersigned counsel agree to notify counsel for the City of Moss Point upon the discovery of any perceived breach of this agreement or the Court’s Judgment, to give the City of Moss Point a reasonable amount of time to cure such alleged breach, and to seek relief from the Court for such alleged breach only after such notice and a failure to cure within a reasonable time.

4. The City of Moss Point agrees to the following, unless and until otherwise ordered by the Court:

- a. The City of Moss Point and all of its officers, employees, and agents will not utilize secured money bail for persons in the custody of the City on arrest, either without a warrant or on the initial warrant issued, for any offense that may be prosecuted by the City.¹
- b. The City of Moss Point and all of its officers, employees, and agents will offer every person in the custody of the City on arrest, either without a warrant or on the initial warrant issued, for any violation that may be prosecuted by the City, release from the custody of the City upon execution of Signature Bond or Personal Recognizance Bond. The City and any City agent will utilize the form drafted by the Municipal Court (or its material equivalent) attached hereto as Exhibit 1, as well as comply with the procedures set forth therein,

¹ For the purposes of this agreement, the term “secured” money bail means a monetary sum that must be paid or posted as a precondition of release from custody. The term “recognizance” means a person’s release upon their promise to appear in court at a later date.

including the procedures to be followed if a person violates the terms of the recognizance bond. .

- c. The City of Moss Point will notify all arrestees in writing upon release of the time, date, and place at which they are required to appear in court, if any.
- d. The City of Moss Point shall not jail any person for non-payment of any monetary sum from fines, costs, fees, or bond revocations unless the constitutional procedures set forth in *Bearden v. Georgia*, 461 U.S. 660, 672-73 (1983), and *Turner v. Rogers*, 131 S. Ct. 2507, 2519 (2011), have been complied with.
- e. The City of Moss Point will notify counsel for the Plaintiff as soon as practicable if any employee or agent of the City violates the terms of this agreement.

5. The parties agree that, shortly after the claims and issues in this case were brought to the attention of the City of Moss Point, the City and its counsel acted quickly and responsibly with the Plaintiffs' counsel, without admitting any fault or liability, to put in place a system of post-arrest release that complies with the foregoing requirements, which Plaintiff agrees complies with the United States Constitution.

6. The parties agree to submit a proposed judgment consistent with their agreement on the equitable claims to the Court, on condition that if the Court is not willing to issue such judgment consistent therewith, then such proposal shall be void and they shall thereupon confer in good faith to attempt to address the Court's concerns while still effectuating the intent and approach of this Agreement. If the Court does not issue orders and judgment with the consent of the parties after such additional efforts, then upon notice from either party to the other, this Agreement shall be void and the parties shall resume litigation of all claims and defenses herein.

Alec Karakatsanis

Alec Karakatsanis
Equal Justice Under Law
601 Pennsylvania Avenue NW
South Building, Suite 900
Washington, D.C. 20004

10/19/2015

date

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Mark V. Knighten, Esq.

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Cliff Johnson

10/19/2015

date

MacArthur Justice Center
University of Mississippi School of Law
481 Chucky Mullins Drive
University, Mississippi 38677

COUNSEL FOR PLAINTIFF



Chevon Elizabeth Thompson

10-28-15

date

PLAINTIFF



Amy Lassiter St. Pe
Dogan & Wilkinson, PLLC
734 Delmas Avenue
Pascagoula, Mississippi 39567

10/21/15

date

COUNSEL FOR DEFENDANT

**CONDITIONS OF SIGNATURE/RECOGNIZANCE BOND(S) IN THE
MUNICIPAL COURT OF MOSS POINT, MISSISSIPPI**

Name of Defendant: _____

You Have Been Arrested for the Following Alleged Offense(s): _____

You are being released on your promise to comply with the following conditions:

1. You must appear before the Municipal Court of Moss Point, 4329 McInnis Street, Moss Point, Mississippi on the ____ day of _____, at 9:00 a.m.
2. You must also appear before the Municipal Court of Moss Point, Mississippi as ordered by the Court for any subsequent hearings.
3. If you were arrested for simple assault, domestic violence or trespassing, you shall have NO CONTACT with the alleged victim(s). This means that you must STAY AWAY from the alleged victim(s). It also means that you must not call, text, email or otherwise contact the alleged victim(s).
4. You must STAY AWAY from any place of business where you were arrested for shoplifting or any other crime.

Your failure to follow the conditions set forth above may result in your arrest and temporary detention. Within 48 hours of being detained for an alleged failure to comply with the conditions set forth above, you shall be offered an opportunity to rebut the allegations or to demonstrate good cause for your non-compliance at hearing before the Municipal Court. If no hearing is held within 48 hours of your detention, you shall be released with instructions to appear before the Municipal Court on a specified date.

If the Municipal Court finds by a preponderance of the evidence that you willfully violated one or more of the conditions set forth above, without good cause, your bond may be revoked and you may be incarcerated until your case reaches disposition.

Acknowledgment of Bond Conditions

I, _____, the Defendant, hereby acknowledge that the conditions set forth above have been explained to me and I agree to abide by them. I understand that any violation of the conditions set forth above may result in my recognizance bond being revoked and my incarceration until the next court date following my arrest.

DEFENDANT

DATE