

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

PEGGY JONES, as Administrator of the)
Estate and Personal Representative of)
Christy Dawn Varden, et al.,)

Plaintiff,)

v.)

THE CITY OF CLANTON,)

Defendant.)

Case No.: 2:15-cv-34-MHT

SETTLEMENT AGREEMENT

Plaintiff Peggy Jones, as Administrator of the Estate and Personal Representative of Christy Dawn Varden (“Plaintiff”) in the above-styled matter and the City of Clanton (“the City”), hereby enter into this Settlement Agreement (“Agreement”) as a full and final settlement of all Jones’ claims, with the exception of attorney’s fees, and hereby agrees as follows:

1. That the City and all of its officers, employees, and agents will comply with the Order of the Municipal Court attached hereto as **Exhibit 1** for not less than three years from the effective date of this Agreement, so long as the order is in place.

2. That the City represents that it has no current expectation that said **Exhibit 1** will be altered and the Municipal Court Judge (who serves by appointment of the City for a renewable term provided by statute) has represented to the City that it is his current intention to keep **Exhibit 1** in place for the three-year period referenced in ¶1.

3. Notwithstanding the above provisions, that, to the extent that **Exhibit 1** is altered in any material respect during the three-year period referenced in ¶1, the City will, upon any agent of the City learning of said alteration, provide notice to the Plaintiff’s counsel, Alec

Karakatsanis at the following telephone number and email address: (202) 681-2409, alec@equaljusticeunderlaw.org, within seventy-two hours of the agent learning of such event.

4. That if an event described in ¶3 above occurs, the City represents that the City will petition the Court within seven days to reinstate **Exhibit 1** or its material equivalent, or provisions otherwise agreed upon with Plaintiff's counsel.

5. That the City represents that it will ensure that the material provisions set out in **Exhibit 1** will be posted at the Chilton County Jail for the period referenced in ¶1 above such that anyone arrested by the City of Clanton Police Department and taken to jail will be able to view said posting.

6. That for the same time period referenced in ¶1 above, the City agrees to comply with the provisions set out in the Order attached hereto as **Exhibit 2** and to provide the monetary support to the Municipal Court of Clanton to ensure that the provisions set out therein are practicable.

7. That the City represents that it has no current expectation that said **Exhibit 2** will be altered, but, to the extent that it is altered in any material respect during the period referenced in ¶1 above, the City's attorney will, upon any agent of the City learning of said alteration, provide notice to Plaintiff's counsel, Alec Karakatsanis, at the following telephone number and email address: (202) 681-2409, alec@equaljusticeunderlaw.org, within seventy-two hours of the agent learning of such event.

8. That the City represents that should an event occur as referenced in ¶7 above, the City will petition the Court to reinstate **Exhibit 2** or its material equivalent, or provisions otherwise agreed upon with Plaintiff's counsel.

9. That Plaintiff agrees to waive, and to release the City of and from, any and all (known and unknown) complaints, and specifically that certain cause in the United States District Court for the Middle District of Alabama, Northern Division, styled as *Peggy Jones, as Administrator of the Estate and Personal Representative of Christy Dawn Varden, et al. v. The City of Clanton*; Case No.: 2:15-cv-34-MHT, and all other claims, causes of actions, actions, damages, law suits, counterclaims, dues, accounts, agents, promises, expenses, liabilities, punitive damages, compensatory damages, and any and all other claims of every kind (known and unknown) and nature specifically, but not limited to, such claims arising out of, but not limited to, the arrest and/or detention of Christy Dawn Varden, up to and including the Effective Date of this Agreement.

10. That Plaintiff agrees to the dismissal of her Motion for Class Certification and to forego her request for class certification and agrees not to file a Motion for Class Certification of any kind in the future in connection with this case or any claim that could have been brought in this case.

11. That Plaintiff and Plaintiff's counsel agree to notify counsel for the City immediately upon the discovery of any alleged material breach of the foregoing agreement. This notice shall include the specific nature of said breach and, if available, the time and date of said breach, the City, County or court personnel involved in the breach, and any other details necessary to identify the case or proceeding in which the said breach occurred to the extent the information is available. Said notice shall be conveyed both through email and telephonically to Shannon Holliday or Lee Copeland at the following telephone number and email addresses: (334) 834-1180, holliday@copelandfranco.com, copeland@copelandfranco.com and Jim Porter at the following telephone number and email address: (205) 322-1744, jwporterii@pphlaw.net

with copies sent to the attention of the **City Attorney** for the City of Clanton, via the City Clerk's office, at dorange@cityofclanton.org. Plaintiff agrees to give the City a reasonable opportunity to remedy the alleged breach before seeking relief from the United States District Court and will only notify the United States District Court if the action constituting the alleged material breach has not been corrected within a reasonable period of time.

12. That Plaintiff agrees that her heirs, personal representatives, successors and assigns will be bound by the terms of this Agreement.

13. That the Parties agree to file a Joint Motion for Entry of Final Judgment as to all Matters Excluding Attorney's Fees within ten days of the Effective Date of this Agreement. Said Joint Motion is attached hereto as **Exhibit 3**.

14. That the Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15. That each party hereto recognizes and acknowledges that the making of payment set forth herein does not constitute any admission of liability of any sort.

16. That Plaintiff hereby recognizes that she will not be able to initiate administrative or legal proceedings against or otherwise sue those hereby released with respect to any matters herein released and that this Agreement is all compromising and is not limited by the specification of specific claims or specific injuries or damages, all of which are only partial subjects of this Agreement, which Agreement is intended to release all claims that Plaintiff has, or may have had against any of the released parties up to and including the Effective Date of this Agreement.

17. That all obligations, agreements, releases and covenants not to sue contained herein and in all documents delivered hereunder shall survive the execution of this Agreement and continue in full force and effect.

18. That this Agreement may not be amended, modified or supplemented, except in writing executed by the party or parties which is or are to be bound by such amendment, modification or supplement.

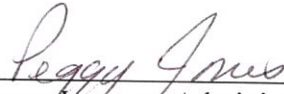
19. That each party hereto shall use its best efforts and shall take all action and do all things necessary and proper in order to consummate and make effective the transactions contemplated herein.

20. That this Agreement shall be binding upon and inure to the benefit of the parties referenced herein and their respective successors, assigns, heirs and representatives.

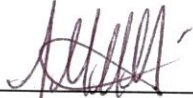
21. That whenever and so often as requested by a party hereto, the other parties will promptly execute and deliver, or cause to be executed and delivered, all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such party all rights, interest, powers, benefit, privileges and advantages conferred or intended to be conferred upon it by this Agreement.

22. That the Parties acknowledge and agree that this Agreement has been written in a manner understood by them and that they, in fact, understand this Agreement and entered into this Agreement knowingly and voluntarily.

23. That the effective date of this Agreement is the date that all parties have signed this Agreement and/or a counterpart of this Agreement.



Peggy Jones, as Administrator of the Estate and
Personal Representative of Christy Dawn Varden

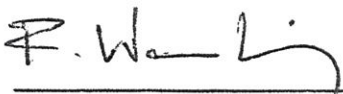


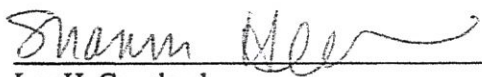
J. Mitchell McGuire
Alec Karakatsanis
Matthew Swerdlin
William M. Dawson

Counsel for Plaintiff – Peggy Jones

CITY OF CLANTON


By: Billy Joe Driver
Its: Mayor


James W. Porter, II
R. Warren Kinney
Counsel for Defendant - City of Clanton


Lee H. Copeland
Shannon L. Holliday
Counsel for Defendant - City of Clanton

IN THE CITY OF CLANTON MUNICIPAL COURT

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)**STANDING ORDER REGARDING BAIL AND
INDIGENCY DETERMINATIONS**

Per the authority vested upon the Clanton Municipal Court pursuant to the Code of Alabama (1975), the Alabama Rules of Criminal Procedure, and the Alabama Rules of Judicial Administration, the Court hereby issues the following Order regarding bail for persons arrested on criminal charges to be tried within its jurisdiction:


As reflected through the previously existing schedule for setting bail for persons charged with municipal ordinance violations, all such violations, with the exception of Driving Under the Influence, shall have bail set at \$500.00. Persons charged with Driving Under the Influence shall have bail set at \$1,000.00. This dollar bail amount shall be referred to as the City of Clanton's "bail schedule." All persons charged with violations of an Ordinance of the City of Clanton, who have no outstanding warrants from the City of Clanton for failure to appear, shall be released pursuant to an unsecured appearance bond in the amount established by the bail schedule. The unsecured appearance bond form which should be used is attached hereto as Addendum A. Any individual with an outstanding failure to appear arrest warrant from the City of Clanton must post a cash bond, commercial surety bond, or the signatory bond of an owner of real property within the State of Alabama in the amount established by the bail schedule. All such bonds shall be in an amount reflecting the total bail figure for all charges pending against a particular person. It is the opinion of the Clanton Municipal Court that the bail schedule for persons charged with Ordinance violations represents the least burdensome manner in which to reasonably ensure a

criminal defendant's future appearance in court. Furthermore, utilization of such a bail schedule "provides speedy and convenient release for those who have no difficulty in meeting its requirements." *Pugh v. Rainwater*, 572 F.2d 1053, 1057 (5th Cir. 1978).

Nothing in this Order, though, shall inhibit the ability of a judicial officer to eliminate bail as an option to a person arrested for violations of Ordinances of the City of Clanton in order to obtain his or her release if that person poses a danger to himself, herself or others in the community. Furthermore, the judicial officer shall adhere to all statutory requirements governing release of persons charged with certain offenses, *e.g.* domestic violence or driving under the influence of alcohol, which may preclude, for instance, the arrestee's immediate release.

For those individuals who do not obtain release pursuant to the bail schedule as outlined above, the Court will, within forty-eight hours of their arrest, hold a hearing either to arraign the arrestee or otherwise hold the proceeding to which the arrestee failed to appear (unless that proceeding was a trial or other matter requiring the setting of a new court date) and to determine, if necessary, what conditions, if any, should be placed on the arrestee pending release. At this time, the arrestee will be given the opportunity to object to the bail amount set for him or her. In the unlikely event that no hearing can be held within the forty-eight hour time frame, the arrestee shall be released pursuant to an unsecured bond. The jailing authority for the City of Clanton (the Sheriff's Department of Chilton County) shall inform the Municipal Court of any such arrestees in a timely fashion and will facilitate their appearance via teleconference with the Municipal Court of the City of Clanton at the time set by the Court.

DONE, this the 15 day of May 2015.


MUNICIPAL COURT JUDGE
CITY OF CLANTON

IN THE CITY OF CLANTON MUNICIPAL COURT

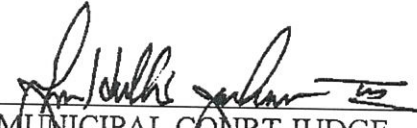
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STANDING ORDER REGARDING ACCESS TO COURTROOM

Per the authority vested upon the Clanton Municipal Court pursuant to the Code of Alabama (1975), the Alabama Rules of Criminal Procedure, and the Alabama Rules of Judicial Administration, the Court hereby issues the following Order regarding access to the Clanton Municipal Courtroom during court sessions:

As space is limited in the courtroom to sixty pursuant to the authority of the fire marshal, defendants whose cases are on the docket, their representatives and witnesses as well as prosecutors and their witnesses will be permitted entry into the courtroom first. To the extent that, after all such persons have taken their seats in the courtroom, there is any remaining seating available, it will made available to others. The proceedings, however, will be accessible to all others in the lobby of the courtroom by live video and audio feed.

DONE, this the 9 day of March 2015.


MUNICIPAL COURT JUDGE
CITY OF CLANTON