

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

LATASHA COOK, ROBERT LEVI,
EBONY ROBERTS, ROZZIE SCOTT,
RICHARD BOLGIANO, BENNY
GRAHAM, JAMES LORIO, BRADLEY

Civil Action No. 2:16-cv-11024 (the “Lawsuit”) against Defendant,¹ which seeks declaratory and injunctive relief, as well as compensatory damages, and alleges violations of Plaintiffs’ rights to due process and equal protecti

Plaintiffs' request. Plaintiffs' counsel will make arrangements to inspect and/or copy at the City Court any audio recordings and other court records not otherwise produced in accordance with the requirement of Section C.1 by calling the Bogalusa City Court Clerk.

3. Defendant shall provide Plaintiffs' counsel by email with a copy of the City Court's Income Statements³ twice yearly on or about July 30 and December 31. Said notification shall be provided to the Southern Poverty Law Center at the following email address: micah.west@splcenter.org. The responsibility for providing these documents will end at the expiration of this Agreement, pursuant to Section B.2.
4. Defendant shall provide Plaintiffs' counsel the City Court's budget proposals or amended budget requests to the City of Bogalusa within seven (7) days after they are submitted and the City of Bogalusa's final budget or approval of any amended budget for the City Court within twenty-one (21) days after they are approved by the City. This obligation to notify is not limited to, but explicitly covers, any transfers from the City to the City Court from the special account maintained by the City of Bogalusa for costs collected pursuant to La. R.S. 13:1899.⁴ Said notification shall be provided to the Southern Poverty Law Center at the following email address: micah.west@splcenter.org. The responsibility for providing these documents will end at the expiration of this Agreement.

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D. WARRANT AMNESTY DAYS

1. The City Court will designate at least one week within the six months following the execution of the Parties' Settlement Agreement during which individuals with outstanding arrest warrants for their failure to comply with a subpoena, summons, or order to appear, can appear at the City Court to receive a new hearing date and the formal notice thereof, and clear any warrants related to their failure to appear rather than being arrested.
2. The amnesty days will be publicized through a press release provided to local media outlets at least seven (7), but not more than twenty-one (21), days before the scheduled amnesty days. The press release will be posted on the window and front door of the courthouse, as well as in front of the City Court's Clerk's office, and on the City Court website during the same timeframe. The press release mentioned herein will contain the following sentences: "No person who appears at the City Court for an Amnesty Day will be jailed for non-payment or for a warrant for failing to appear. The Court will provide you with a new court date and an opportunity to pay your fine and court costs. If you are not sure if you have a current warrant for failure to appear, you can call the clerk's office at (985) 732-6204."
3. Counsel for Plaintiffs will be notified of the dates of the amnesty days, and a copy of the press release will be sent to counsel for Plaintiffs, at least one week before the start of the amnesty days.

E. DISSEMINATION OF PROCEDURES

1. Within thirty (30) days of the approval of this Agreement by the United States District Court for the Eastern District of Louisiana, Defendant shall publish and disseminate this

Agreement to all personnel i

remises, and forever discharges Plaintiffs and their successors, heirs, and assigns from all claims, suits, actions, charges, demands, judgments, costs and executions present and

knowingly and voluntarily signing this Agreement and are not subject to duress, coercion, or undue influence by any other Party or by anyone else.

6. The Parties understand that they have the right to obtain legal counsel to review and evaluate this Agreement, and attest that they have done so or else have agreed to waive this right.
7. If, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.
8. It is the intent of the signatories that no part of this Agreement is to be presumptively construed either against or in favor of any signatory because of the identity of the drafter.
9. Paragraph headings contained herein are for purposes of organization only and do not constitute a part of this Agreement.
10. Any communications or notices to be provided to legal counsel for the Parties pursuant to this Agreement will be sent in writing via email or addressed, via commercial overnight delivery service, to the attention of the persons identified below (or as the signatories may subsequently direct in writing):

Plaintiffs' Counsel:

–Micah West
ATTN: Cook v. Bogalusa
Southern Poverty Law Center
400 Washington Avenue
Montgomery, AL 36104
Telephone: (334) 956-8200
Fax: (334) 956-8481
Email: micah.west@splcenter.org

Defendant's Counsel:

E.B. Dittmer, II, Esq.
Talley Anthony Hughes & Knight, L.L.C.

2250 7th Street
Mandeville, LA 70471
Telephone: (985) 624-5010
Fax: (985) 624-5306
Email: ted.dittmer@talleyanthony.com

11. This Agreement, including the referenced attachments and exhibits to the Agreement, constitutes the entire agreement and understanding between and among the signatories with respect to the subject matter hereof and supersedes all other prior or contemporaneous oral agreements, understandings, undertakings and negotiations of the Parties.

SIGNATURE PAGE FOLLOWS

CONFIDENTIAL SETTLEMENT COMMUNICATION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own
signature or by their duly authorized representatives

[REDACTED]

Date _____

BRADLEY MOSES

Date _____

BENNY GRAHAM

Date 5 1

SAMUEL BROO , counsel for Plaintiffs

Date _____

Date 15 17

MARISA PAM

Marisa Pam
8/15/17

Date _____

E DITT ER counsel for Defendant
Black

Date _____

CONFIDENTIAL SETTLEMENT COMMUNICATION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

RICHARD BOLGIANO

JAMES LORIO

Date _____

Date _____

BRADLEY MOSES

MARISA PAM

Date _____

Date _____

BENNY GRAHAM


ROBERT J. BLACK

Date _____

Date _____

SAMUEL BROOKE, counsel for Plaintiffs

E B DITTMER, counsel for Defendant
Black



Date 8/23/2017

Date _____

Exhibits and Forms attached to and made a part of this Agreement

Exhibit "A": Bogalusa City Court Procedures for Appointment of Counsel, Fines and Court Costs, and Community Service, and Forms 1-5



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

RICHARD BOLGIANO

JAMES LORIO

Date

Date

BRADLEY MOSES

Date, 1-20-2017
MARISA PAM

Date

BENNY GRAHAM

ROBERT J. BLACK

Date

SAMUEL BROOKE, counsel for Plaintiffs

Date

E B DITTMER, counsel for Defendant
Black 2-9-2017

Date

Date

Exhibits and Forms attached to and made a part of this Agreement

Exhibit "A": Bogalusa City Court Procedures for Appointment of Counsel, Fines and Court Costs, and Community Service, and Forms 1-5

Bogalusa City Court Procedures for Appointment of Counsel, Fines and Court Costs, and Community Service

1. Appointment of Counsel/Evaluation for Indigency:

At the beginning of Court, all defendants will be advised of the right to the assistance of

Exhibit A

- a. Pursuant to La. R.S. 15:175, a person will be presumed “indigent” for purposes of appointed counsel and the imposition of fines and court costs if she (1) receives public assistance, such as Food Stamps, Temporary Assistance for Needy

Exhibit A

Partial payments from indigent (and non-indigent) defendants will be accepted in person via cash or a money order on Wednesdays or Thursdays at the window of the Office of the Clerk of Court. A defendant may also mail a money order or cashier's check to the Court. Under no circumstances will a person be charged additional court costs or fees, including late fees, for making partial payments.

- b. Payment Options for Non-indigent Defendants. If the Court determines that the defendant is not indigent and further determines that the defendant is unable to pay her fines and court costs in full at sentencing, the defendant will be permitted to make partial payments before the next court date with no minimum amount required, pursuant to the manner outlined in Paragraph 3(a).

The Court will further provide written notice included on the summons⁵ consistent with the language required by the Financial Obligations for Criminal Offenders Act No. 260, Art. 895.5 (2017).

- c. Show Cause Hearing. The Court will schedule a Show Cause Hearing for a date no sooner than two months after sentencing for any defendant ordered to pay a fine and court costs. Any defendant who has not paid her fine and court costs in full before this date will be expected to appear in person at the Show Cause Hearing.
 - i. If the defendant appears at the Show Cause Hearing, the Court will inquire as to the reasons for nonpayment, including whether the defendant was unable to pay the amount owed. The public defender will represent an indigent defendant at the Show Cause Hearing unless the Court obtains a valid waiver of counsel.

The Judge will proceed as follows:

- 1. **For all defendants previously found indigent**, the Judge shall consider (1) waiving or reducing the amount of the fine and costs owed based on the defendant's financial situation, good-faith efforts to make payments to the best of her ability, and any other factors the Court finds relevant to establish that the defendant has taken to reform and improve herself; (2) giving the defendant an extension of time to make any payment(s) owed; or (3) imposing the community service sentence in lieu of payment with a proportional decrease in the default time based on any partial payments made, pursuant to the rate calculation set forth in Paragraph 3(d).

⁵ Attached as Form 5.

Exhibit A

Exhibit A

Court may extend the time for completing community service or hold a properly noticed Show Cause Hearing.

- i. If the defendant appears at the Show Cause Hearing, the Court will inquire as to the reasons for noncompliance, including whether the defendant was unable to complete the community service. The public defender will represent all indigent defendants at the hearing unless the Judge obtains a valid waiver of counsel. If after inquiry, the Judge determines there is:
 1. An inability to perform community service, the Judge may (1) reduce, modify, or remit the order to perform community service, including modifying the community service placement; (2) if the person will have the ability to perform community service going forward, extend the time to perform community service; or (3) give the defendant the option of paying the remaining balance of the original fine and costs in lieu of performing the remaining community service.
 2. An ability to perform community service, the Judge may consider the options listed in the previous paragraph, and may also find the defendant in contempt and impose punishment in accordance with La. C.Cr.P. art 25. After defendant completes this contempt sentence, the Court will close the case and consider the sentence satisfied in full.
- ii. If the defendant fails to appear at this hearing, the Court will follow the procedures in Section 4 below.

4. Failure to Appear – Direct Contempt Charge

An attachment shall issue for a defendant who fails to appear at arraignment or any hearing date for which she has been properly noticed to appear.

The Court will send notice in accordance with law.

If the defendant is arrested on the attachment, the defendant may post bond if available under the Court's bail procedures. If the defendant fails to appear on the new hearing date, a new attachment will issue on the underlying charge.

The defendant will be held in direct contempt if the Court finds, after an opportunity for the defendant to be heard orally, that the failure to appear was contumacious⁶ and that

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Exhibit A

proof of service appears in the record, in accordance with La. C.Cr.P. art. 21. A defendant found in contempt will be sentenced for the direct contempt in accordance with La. C.Cr.P. art 25.

If a defendant guilty of direct contempt is sentenced to a fine, with or without default time, the Court will follow the procedures in Section 3, above, to determine whether or not the imposition of default jail time and/or the jailing of a defendant for non-payment is appropriate.

5. Collection of 1899 Court Costs and Contempt fines

The Court will not assess or collect any court costs or any portion of contempt fees that will be deposited into an account controlled directly by the City Court. The City Court agrees to have all costs collected pursuant to La. R.S. 13:1899, the portion of the contempt fines, and all other fees or costs previously retained by the City Court of Bogalusa deposited into a special account maintained by the City of Bogalusa, which shall have control over the account and any disbursements made therefrom to defray the operating costs of the City Court. The Bogalusa City Court Judge will submit a yearly budget request (or amended budget requests, as needed) to the City of Bogalusa to fund the operations of the City Court and that accounts for any expenses the City is required to pay for under state law. The Judge's budget request (and any requests for an amended budget) shall be approved by the Mayor of Bogalusa and the Bogalusa City Council in accordance with the City of Bogalusa City Charter. The City of Bogalusa, in its discretion, may allocate any funds in the special account to the City Court in whole or in part as part of any budget allocation to the City Court to off-set the costs of funding the operations of the Court.

6. Extension Fees

The Court will discontinue the use of extension fees, late fees, community service fees, or any other fees unless that fee is explicitly authorized by state law. The Court will revise its Summons to remove wording related to extension fees, late fees, community service fees, or any other fee not explicitly authorized by state law.

Exhibit A - Form 1

Exhibit A - Form 2

INDIVIDUAL INQUIRY

You are charged with _____ and may be punished with up to six (6) months in jail. As a result, you have the right to be represented by an attorney at every stage of your case.

1. Did you sign a waiver of your right to counsel?

2. Do you understand that you have a right to an attorney at each stage of this case and that the Court will appoint an attorney to represent you if you cannot afford one?

3. Do you still wish to waive your right to counsel?

Exhibit A - Form 3

**BOGALUSA CITY COURT
INDIGENCE DETERMINATION ASSISTANCE FORM**

NAME:	DOB:
ADDRESS:	
PHONE NUMBERS:	

HOUSEHOLD INFORMATION:

How many people live with you (including yourself)? _____

Who are they? (Provide name, relationship & age)_____

MONTHLY INCOME FOR THE HOUSEHOLD:

On average, how much do you make each month after taxes? This includes funds from employment and any other source, including social security and public assistance:

Check any of the following forms of public assistance you receive:

Food Stamps/EBT

Exhibit A - Form 3

OTHER ASSETS:

Are you an owner of any immovable property Yes No

If YES, estimated value of the property: _____ and
Percent ownership in this property: _____

Do you have an interest in any other property, including but not limited to pending lawsuits,
successions, valuable jewelry, iPhones, computers or motor vehicles? Yes
No

If YES, list each piece of property, what percent owner are you in the property and the estimated
value of the property: _____

OUTSTANDING OBLIGATIONS:

Do you have any outstanding obligations, including but not limited to child support payments,
medical expenses, mortgage, other legal financial obligations, etc.? Yes No

If YES, please list each monthly expense, amount, and total expenses: _____

EDUCATION AND JOB TRAINING:

What is your highest level of education achieved? _____

Do you currently possess, or have you ever possessed any employment certifications or licenses?
Yes No

If YES, please list all certifications you CURRENTLY possess. _____

Please list all certifications which you have possessed in the past which are no longer

Exhibit A - Form 3

FOR THE COURT:

The Court determines the defendant to be indigent.

For appointment of counsel only:

The Court appoints the public defender to represent the defendant.

The defendant knowingly and intelligently waived his right to counsel.

The Court determines the defendant to be not indigent.

Judge _____ Date _____

NOTICE REGARDING FINES

Community Service

1. How many hours of community service do I have to perform?

The Court will tell you how many hours you must complete. The Court will sentence you to complete no more hours than what it would take to pay off your fine at a minimum wage-rate of \$7.25 per hour. If you have a traffic ticket (except driving under the influence, excessive speeding, or reckless operation), the Court will not require you to perform more than 16 hours of community service.

2. How much time will I be given to complete community service?

The Court will give you a reasonable amount of ti

Exhibit A - Form 5

SUMMONS

CITY OF BOGALUSA versus _____ **No.** _____
TO: _____ residing at _____:

You are hereby summoned to appear before the City Court of Bogalusa, Louisiana, held at the City Hall on _____ at 10:00AM, for a **Show Cause Hearing** if you have not paid or performed:

- Restitution Drug Screen SACAY DIP
- Counseling \$75 Probation Fee \$40 Public Defender Fee
- Proof of Completion of _____ Hours of Community Service at _____
- Fines and Costs in the Amount of \$ _____
- Other _____ (Explain)

IMPORTANT NOTICE REGARDING THE HEARING ON THE RULE TO SHOW CAUSE FOR PROOF OF SATISFACTION OF FINANCIAL OBLIGATION:

- (a) Payment of a fine and costs may be made prior to your rule to show cause hearing date in partial or installment payments.
- (b) At the rule to show cause hearing, the court will evaluate your ability to pay the fines and fees listed above.
- (c) You are ordered to bring any documentation or information that you want the court to consider in determining your ability to pay.
- (d) Your failure to make a payment toward the ordered financial obligation may result in your incarceration only if the court finds, after a hearing, that you had the ability to pay and willfully refused to do so.
- (e) You have the right to be represented by counsel of your choice. If you cannot afford counsel, you have the right to be represented by a court-appointed lawyer at no cost to you.
- (f) If you are unable to make a payment toward the ordered financial obligation, you may request payment alternatives including but not limited to community service, a reduction of the amount owed, or both.
- (g) During the hearing, you will have a meaningful opportunity to explain why you have not paid the above-listed amounts by presenting evidence and testimony.

HEREIN FAIL NOT UNDER PENALTY OF THE LAW.

Given under my hand officially in Bogalusa, Louisiana, this

Clerk, City Court of Bogalusa

Received this summons, together with a certified copy, on the _____ day of _____ 20____, and served same on the _____ day of _____ 20____, by handing to _____ at _____, and make this my return on the _____ day of _____ 20____.