

**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
MOSES, and MARISA PAM, on behalf of
themselves and those similarly situated,

Plaintiffs,

v.

ROBERT J. BLACK, in his individual and
official capacities, and BOGALUSA CITY
COURT,

Defendants.

Case No. 2:16-cv-11024-ILRL-MBN
Section "B"(5)

**STIPULATED SETTLEMENT AGREEMENT
RELATED TO FIFTH CLAIM FOR RELIEF**

This Stipulated Settlement Agreement related to the Fifth Claim for Relief of the First Amended Complaint (hereinafter the "Agreement") is made by and among the Bogalusa City Court (the "City Court") and Judge Robert J. Black ("Black") ("Defendants"); and Latasha Cook ("Cook"), Ebony Roberts ("Roberts"), Rozzie Scott ("Scott"), and Robert Levi ("Levi") (hereinafter collectively "Plaintiffs") on behalf of themselves and each of their respective heirs, successors, and assigns. Defendants and Plaintiffs are from time to time referred to hereinafter individually as the "Parties."

WHEREAS, Plaintiffs allege that the City Court substantially relied on court costs and fees imposed on criminal defendants to fund the operations of the City Court;

WHEREAS, Plaintiffs Roberts, Scott, Cook, and Levi allege they paid a \$50 "extension fee" to the City Court when they could not pay their fines in full;

WHEREAS, Plaintiffs filed a Complaint on June 21, 2016, and an Amended Complaint on January 17, 2017, in the United States District Court for the Eastern District of Louisiana, commencing a proposed class action lawsuit entitled, *Cook, et al, v. Bogalusa City Court, et al.*, Civil Action No. 2:16-cv-11024 (the "Lawsuit") against Defendants, and the Fifth Claim for Relief of the First Amended Complaint seeks compensatory damages for payment of the extension fee;

WHEREAS, Defendants expressly deny any liability, fault, wrongdoing, or responsibility for any of the claims in the Lawsuit;

WHEREAS, it is the desire of the Parties to resolve the Fifth Claim for Relief of the First Amended Complaint;

WHEREAS, Plaintiffs agree to dismiss the Fifth Claim for Relief against Defendants and to dismiss Defendant Bogalusa City Court from the Lawsuit, according to the terms and conditions set forth in this Agreement; and

WHEREAS, the dismissal of the Fifth Claim for Relief will become effective only upon the Court's entering an Order that retains jurisdiction over the Fifth Claim for 180 days in order to enforce the terms of this Agreement (hereinafter the "Retention of Jurisdiction Order");

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration passing between the Parties, and intending to be legally bound hereby, it is agreed:

A. DAMAGES

1. In full and complete satisfaction, compromise, and settlement of Plaintiffs' claims for damages, and without admitting any liability or fault or wrongdoing, Defendants agree to

offer to reimburse any person that paid the \$50 “extension fee”¹ after June 21, 2015, for each time the person paid the \$50 extension fee. The City Court agrees to establish a procedure to notify defendants who have paid the \$50 extension fee after June 21, 2015 (hereinafter the “qualifying individuals”) of their right to submit a claim to recover these funds, as follows:

- a. Within 14 days of execution of this the Settlement Agreement, the City Court will provide Plaintiffs with a listing of all qualifying individuals, including their name, address, and date the \$50 extension fee was paid.
- b. Within 7 days after the City Court’s production of these records, the Parties will confer by telephone to discuss the City Court’s process to create the listing described above in subparagraph (a) and to agree on the official list of qualifying individuals. During this conference, Plaintiffs will be allowed to ask any questions about the process used to create the listing. The individual who located and retrieved the records on behalf of the City Court must attend the Parties’ telephone conference and be able to answer questions related to the process of creating the listing.
- c. As promptly as practicable but no later than 21 days after the United States District Court for the Eastern District of Louisiana enters the Retention of Jurisdiction Order, the City Court will mail to all qualifying individuals at their last known address, by first-class mail, a written letter informing them of their right to the \$50, instructions to claim the \$50, and the deadline for doing so. The letter will be materially identical to that attached to this Agreement as Exhibit A,

¹ The “extension fee” was a \$50 fee paid by defendants to extend the due date of payment of fines and court costs.

and will include a Claim Form that is materially identical to that attached to this Agreement as Exhibit B.

- d. Within a day of mailing letters described in subparagraph (c), the City Court will post in a conspicuous area of the City Court, including on the front door of the City Court courthouse and at the window of the City Court clerk's office, and on the City Court's website, a written notice notifying qualifying individuals of their right to the \$50, instructions to claim the \$50, and the deadline for doing so. The notice will be materially identical to that attached to this Agreement as Exhibit C. The notice will remain posted throughout the "claim period" defined below in paragraph (f).
- e. Within 2 days of the United States District Court for the Eastern District of Louisiana entering the Retention of Jurisdiction Order, the City Court will issue a press release to WBOX radio station and Bogalusa Daily News. The press release will announce the terms of the settlement agreement, and will be materially identical to that attached to this Agreement as Exhibit D.
- f. Within 2 days after notices are mailed pursuant to subparagraph (c), the City Court will mail to Plaintiffs' counsel a certification that it mailed the written notices to all qualifying individuals; posted the public notice in a conspicuous area of the City Court courthouse and on its website; and issued the press release described in subparagraph (e);
- g. All qualifying individuals will have 90 days from the date written letters are mailed pursuant to subparagraph (c) above (hereinafter the "claim period") to claim the \$50 reimbursement(s).

- h. No later than 5 days after the claim period ends, the City Court will provide the \$50 to all qualifying individuals: (1) by mail to those who mail a signed claim form² to the City Court by the designated deadline, or (2) by mail or in person to those who appear at the City Court Clerk's Office by the designated deadline to sign the claim form and claim the \$50. The \$50 must be paid to the qualifying individual as a check made payable to the specified qualifying individual, and Defendants will ensure that the checks may be cashed at no charge at the Citizens Savings Bank located at 1725 Sullivan Dr., Bogalusa, Louisiana 70427.
- i. The Clerk's office will keep a record of everyone who files a claim for, and receives, reimbursement of the \$50 extension fee, including the completed claim forms, as well as those who submit a claim but do not receive reimbursement. Defendants will produce to Plaintiffs a record of who has submitted a claim form and who has received reimbursement, as well as those who submitted a claim form and did not receive reimbursement, at three separate occasions: (i) 30 days after the claim period commences, (ii) 60 days after the claim period commences, and (iii) 7 days after the claim period closes. To satisfy this requirement, Defendants may produce the actual claim forms and documents showing payment. They may alternatively produce a summary document listing the name and address of the person, the date the claim form was received, the date payment was made, and the amount of the payment.

- 2. Each Party shall be responsible for his or its own attorneys' fees and expenses in connection with the Fifth Claim for Relief.

² Attached as Form B.

B. DISMISSAL OF FIFTH CLAIM FOR RELIEF

3. The Parties shall file with the Court **within 2 days** of the execution of this Agreement a Joint Motion to Retain Limited Jurisdiction to Enforce Settlement Agreement and Dismiss Pursuant to Rule 41(a)(1)(A)(ii), as agreed upon by the Parties and attached hereto as Exhibit E.

C. MUTUAL RELEASE

4. **By Plaintiffs:** Except for any violations that arise from a breach of this Agreement, Plaintiffs, on their behalves and on behalf their successors, heirs, and assigns, hereby releases, remises, and forever discharges Defendants from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the Fifth Claim for Relief of the Lawsuit.
5. **By Defendants:** Except for any violations that arise from a breach of this Agreement, Judge Black, on his behalf and on behalf his successors, heirs, and assigns, and the City Court, on its behalf and on behalf its subsidiaries, divisions, affiliates and agents, releases, remises, and forever discharges Plaintiffs from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the Fifth Claim for Relief of the Lawsuit.

D. MISCELLANEOUS

6. This Agreement will be binding upon and will inure to the benefit of the signatories hereto and their respective successors and assigns.
7. No amendments of this Agreement will be valid unless made in writing and signed by all of the signatories hereto.

8. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto were on the same instrument. Each signatory to the Agreement may execute this agreement by facsimile or email of a scanned copy of the signature page, which shall have the same force and effect as if executed on an original copy.
9. The Parties further agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
10. The Parties represent and warrant that they are not relying on the advice of any other Party, or anyone associated with them, as to legal, tax (income, estate, gift, or otherwise), or other consequences of any kind arising out of this Agreement; that they have not relied on any representations or statements, written or oral, of any other Party, except insofar as those representations or statements are set forth in this Agreement; and that they are knowingly and voluntarily signing this Agreement and are not subject to duress, coercion, or undue influence by any other Party or by anyone else.
11. 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.
12. 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.
13. 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.

14. Paragraph headings contained herein are for purposes of organization only and do not constitute a part of this Agreement.

15. 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:

Samuel Brooke
ATTN: Cook v. Bogalusa
Southern Poverty Law Center
400 Washington Avenue
Montgomery, AL 36104
Telephone: (334) 956-8200
Fax: (334) 956-8481
Email: samuel.brooke@splcenter.org

Defendants' 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

16. 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

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

EBONY ROBERTS

Ebony Roberts

Date May 22, 2017

ROBERT J. BLACK

Date _____

ROZZIE SCOTT

Rozzie Scott

Date May 31, 2017

BOGALUSA CITY COURT

by _____

Date _____

LATASHA COOK

Latasha Cook

Date 5/22/17

ROBERT LEVI

Robert Levi

Date 05/25/17

SAMUEL BROOKE, counsel for Plaintiffs

Samuel Brooke

Date May 31, 2017

TED DITTMER, counsel for Defendants


Date _____

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

EBONY ROBERTS

Date _____


ROBERT J. BLACK


Date May 23, 2017

ROZZIE SCOTT

Date _____

BOGALUSA CITY COURT

by 
Robert J. Black
Date May 23, 2017

LATASHA COOK

Date _____


ROBERT LEVI

Date _____

SAMUEL BROOKE, counsel for Plaintiffs

Date _____

TED DITTMER, counsel for Defendants


Date May 23, 2017