

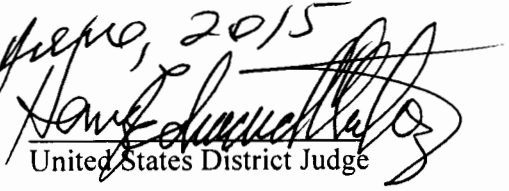
- a. The named Plaintiff and her undersigned counsel notify counsel for the City of Velda City upon the discovery of any perceived breach of their settlement

agreement or the Court's order as set forth herein and give the City of Velda City a reasonable amount of time to cure such alleged breach. The named Plaintiff shall seek relief from the Court for such alleged breach only after such notice and a failure to cure within a reasonable time.

- b. The City of Velda City shall, unless and until otherwise ordered by the Court, comply with the following:
 - i. The City of Velda City 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 violation that may be prosecuted by the City.
 - ii. The City of Velda City 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 on recognizance or on an unsecured bond as soon as practicable after booking. The only exception to this provision is such persons as are brought before the court within 24 hours of arrest for potential imposition of conditions for release other than the posting of money bond in cases involving intentionally assaultive or threatening conduct or for a determination that release must be denied to prevent danger to a victim, the community or any other person under applicable constitutional standards.¹ Persons who violate conditions of release shall be subject to such actions as determined by the court pursuant to applicable law without regard to any additional procedures set forth herein.
 - iii. The City of Velda City 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.
 - iv. The City of Velda City will request the most recent address and contact information for any arrestees, and will update that information in any court file or record.
 - v. The City will comply with the following principles for subsequent proceedings after the release of a person arrested without a warrant or on an initial warrant or after the issuance of a summons or citation for an offense that does not involve a custodial arrest:
 1. If the person does not appear for a court hearing as required, the City will send a letter by first class mail notifying the person that they missed their court date and providing a new court date. The City may also attempt to contact the person by telephone or text message to inform or remind the person about their court date.

¹ For the purposes of this agreement, the term "secured" bond 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. The term "unsecured" bond does not require any up-front payment and is defined as a monetary sum that a person agrees to pay later if the person fails to appear as required without good cause.

2. If the person does not appear at the subsequent court date discussed in (i), the City's municipal court may, in its discretion, issue a warning that a warrant may be issued for the person's arrest. The City will notify the person of the potential issuance of a warrant by first class mail and, in its discretion, by phone or text message. With such notification, the City will inform the person that they can avoid issuance of the warrant and receive a new court date by appearing in person at the office of the municipal court clerk during normal business hours, and executing a recognizance or unsecured bond.
 - a. If the person does not request a new court date within 30 days, the City may issue and execute the arrest warrant. If the warrant is executed and the person is taken into custody, the City will release the person on unsecured bond with notice of a court date.
3. If after actions described in (ii) the person fails to appear at a subsequent proceeding, the City's municipal court may, in its discretion, issue a warrant and the City may arrest the person. Upon arrest, the City may detain the person in custody without bond for up to 48 hours so that the person may be brought before a judge for the consideration of their underlying case and, if further proceedings are necessary, for individualized consideration of detention or conditions of release provided that no person will be denied pretrial release because of their individual inability to make a monetary payment.
4. At any time after any non-appearance, the City may take appropriate and lawful steps under state law to convert any unsecured bond into a money judgment.
- vi. The City of Velda City will not hold an arrestee in its custody for another municipality on charges relating to ordinance violations for more than 4 hours.
- vii. Velda City police will not impound a car owned by a person arrested on charges of violations of an ordinance so long as the arrestee designates a licensed driver who will immediately take possession of the car and remove it from the scene of arrest, unless such car is to be held for investigation or evidence.

Dated this 3rd day of June, 2015

United States District Judge

AGREEMENT TO SETTLE ALL EQUITABLE CLAIMS

COME NOW the undersigned parties and, for good and valuable consideration, enter into this Agreement as a full and final settlement of Case No. 4:15-cv-570-HEA, *Donya Pierce v. City of Velda City*, now pending in the U.S. District Court, Eastern District of Missouri (the "Lawsuit").

WHEREAS the named Plaintiff Donya Pierce filed the Lawsuit while she was in the custody of the City of Velda City after an arrest for traffic offenses, alleging that the City had a policy 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 Velda City denies such allegations and any liability for the claims raised herein; and

WHEREAS, the parties enter into this Agreement to resolve this case efficiently,

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, the parties agree to 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 Velda City 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.

3. The named Plaintiff and her undersigned counsel agree to notify counsel for the City of Velda City upon the discovery of any perceived breach of this agreement or the Court's

Judgment, to give the City of Velda City 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 Velda City agrees to the following, unless and until otherwise ordered by the Court:

- a. The City of Velda City 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 violation that may be prosecuted by the City.
- b. The City of Velda City 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 on recognizance or on an unsecured bond as soon as practicable after booking. The only exception to this provision is such persons as are brought before the court within 24 hours of arrest for potential imposition of conditions for release other than the posting of money bond in cases involving intentionally assaultive or threatening conduct or for a determination that release must be denied to prevent danger to a victim, the community or any other person under applicable constitutional standards.¹ Persons who violate conditions of release shall be subject to such actions as determined by the court pursuant to applicable law without regard to any additional procedures set forth herein.
- c. The City of Velda City 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 Velda City will request the most recent address and contact information for any arrestees, and will update that information in any court file or record.
- e. The City will comply with the following principles for subsequent proceedings after the release of a person arrested without a warrant or on an initial warrant or after the issuance of a summons or citation for an offense that does not involve a custodial arrest:
 - i. If the person does not appear for a court hearing as required, the City will send a letter by first class mail notifying the person that they missed their court date and providing a new court date. The City may also

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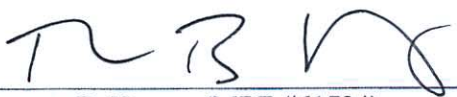
attempt to contact the person by telephone or text message to inform or remind the person about their court date.

- ii. If the person does not appear at the subsequent court date discussed in (i), the City's municipal court may, in its discretion, issue a warning that a warrant may be issued for the person's arrest. The City will notify the person of the potential issuance of a warrant by first class mail and, in its discretion, by phone or text message. With such notification, the City will inform the person that they can avoid issuance of the warrant and receive a new court date by appearing in person at the office of the municipal court clerk during normal business hours, and executing a recognizance or unsecured bond.
 - 1. If the person does not request a new court date within 30 days, the City may issue and execute the arrest warrant. If the warrant is executed and the person is taken into custody, the City will release the person on unsecured bond with notice of a court date.
- iii. If after actions described in (ii) the person fails to appear at a subsequent proceeding, the City's municipal court may, in its discretion, issue a warrant and the City may arrest the person. Upon arrest, the City may detain the person in custody without bond for up to 48 hours so that the person may be brought before a judge for the consideration of their underlying case and, if further proceedings are necessary, for individualized consideration of detention or conditions of release provided that no person will be denied pretrial release because of their individual inability to make a monetary payment.
- iv. At any time after any non-appearance, the City may take appropriate and lawful steps under state law to convert any unsecured bond into a money judgment.
- f. The City of Velda City will not hold an arrestee in its custody for another municipality on charges relating to ordinance violations for more than 4 hours.
- g. Velda City police will not impound a car owned by a person arrested on charges of violations of an ordinance so long as the arrestee designates a licensed driver who will immediately take possession of the car and remove it from the scene of arrest, unless such car is to be held for investigation or evidence.

5. The parties agree that, shortly after the claims and issues in this case were brought to the attention of the City of Velda City, 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 move the Court to issue an injunction requiring compliance with paragraphs 2, 3 and 4.

7. The parties agree to submit a proposed judgment consistent herewith to the Court, on condition that if the Court is not willing to issue such judgment consistent herewith, 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.

 Steven W. Garrett MBE 27756 <i>Counsel for the City of Velda City</i>	 Alec Karakatsanis (E.D.Mo. Bar No. 999294DC)  Thomas B. Harvey (MBE #61734)  Michael John Voss (MBE #61742) <i>Counsel for Donya Pierce</i>
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