

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

LATASHA COOK, EBONY ROBERTS,
ROZZIE SCOTT, and ROBERT LEVI,

Plaintiffs,

v.

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

Defendants.

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

**JOINT MOTION TO CONTINUE AND
TO ENFORCE AGREED STIPULATION**

COME NOW Plaintiffs Ebony Roberts and Rozzie Scott ("Plaintiffs"), and Defendant Robert J. Black¹ to respectfully request that the Court: (i) cancel the July 13, 2016 hearing set for Plaintiffs' Motion for Preliminary Injunction and suspend the briefing schedule for that motion (*see* Order, ECF No. 32); (ii) cancel the July 20, 2016 hearing requested by Plaintiffs to hear Plaintiffs' Motion for Class Certification and hold that motion in abeyance (*see* Motion, Notice, and Request, ECF Nos. 30, 30-3, 31); (iii) agree to enforce this Agreement; and (iv) order Plaintiffs and Defendant Black to submit a joint written status report in 45 days to report on the status of settlement discussions and the parties' respective positions on how the Court should proceed with the pending motions for preliminary injunction and class certification. As a basis for this Motion, Plaintiffs and Defendant Black state as follows:

¹ The instant motion does not involve Defendant Bogalusa City Court.

1. This putative class action lawsuit was filed on June 21, 2016. (ECF No. 1). The lawsuit includes challenges to the constitutionality of certain alleged practices / procedures of Defendant Judge Robert J. Black in his role as the Bogalusa City Court Judge and Defendant Bogalusa City Court, and seeks equitable relief as well as damages.

2. Plaintiffs filed a Motion for Temporary Restraining Order or Preliminary Injunction on June 21, 2016. (Motion, ECF No. 5). The Court denied the request for a TRO and set the request for a preliminary injunction for a hearing on July 13, 2016, and set a briefing schedule. (Order, ECF No. 32).

3. Plaintiffs also filed a Motion for Class Certification, noticed that motion for submission on July 20, 2016, and requested oral argument. (Motion, Notice, Request, ECF Nos. 30, 30-3, 31).

4. In response to the Complaint, counsel for Plaintiffs and Defendant Black discussed the issues presented by the lawsuit and determined that they would like to explore in detail the possibility of settlement. Accordingly, Plaintiffs and Defendant Black have agreed to jointly petition the Court to continue the matters identified in the opening paragraph of this Motion in order to facilitate consideration of a settlement without prejudice to either side's position and without the unnecessary accrual of attorneys' fees.

5. As used in this filing, the phrase "time period of this Agreement" refers to the time period from June 24, 2016, to seventy-five days after the Court grants this Motion.

6. To permit Plaintiffs and Defendant Black to explore settlement of this matter, Defendant Black hereby stipulates that, during the time period of this Agreement, he will not act to incarcerate any Bogalusa City Court defendant on the sole basis of nonpayment of fines or

costs imposed during Bogalusa City Court proceedings, or for nonpayment of or an inability to pay an assessed contempt fee.

7. Defendant Black also stipulates that, during the time period of this Agreement, he will not assess or collect (i) any court cost authorized by La. Stat. Ann. § 13:1899; (ii) any “extension fees” or similar payments required by the City Court to allow a defendant additional time to pay court debt; or (iii) any contempt fees that are retained by the City Court and deposited into the City Court’s judicial expense account.

8. Defendant Black also stipulates that, during the time period of this Agreement, he will provide to Plaintiffs’ counsel a copy of jail logs for the Bogalusa City Jail for every day of the time period of this Agreement. A copy of the jail logs will be delivered by facsimile or electronic mail to Plaintiffs’ counsel on a weekly basis by close of business Monday. Defendant Black will also, upon request by Plaintiffs’ counsel, make available court records pertaining to any individual defendant whose name appears on the jail log.

9. Defendant Black also stipulates that, during the time period of this Agreement, he will provide to Plaintiffs’ counsel an up-to-date copy of the Bogalusa City Court’s “Criminal Account-Citizens Income Statement.” A copy will be delivered by facsimile or electronic mail to Plaintiffs’ counsel on a weekly basis.

10. Other than as expressly set out above, Defendant Black retains full rights to enforce the law, to accept plea agreements from City Court defendants, to jail those defendants who are arrested or sentenced on grounds other than the nonpayment of fines or costs, and to otherwise carry on the efficient administration of justice within the City Court. Furthermore, this stipulation is not to be understood to prevent Defendant Black from ordering community service, where appropriate or allowing partial payment; from continuing court dates or appearances to

times beyond the time period of this Agreement; or from otherwise presiding over City Court dockets during this or any other time.

11. Finally, Plaintiffs and Defendant Black all agree and hereby stipulate that nothing contained within this Motion is to be construed as an admission of liability on behalf of any Defendant; that the filing of this motion shall not be used against any party; and that no party to this filing shall be held to have waived any argument, position, or defense as a result of the agreements recited herein or as a result of the Court's order on this Motion.

12. Plaintiffs and Defendant Black stipulate that the Court shall have the authority to enforce the stipulations contained within this document by appropriate order.

WHEREFORE, the foregoing premises considered, Plaintiffs and Defendant Black respectfully request that the Court enter an order that specifies that it will exercise its jurisdiction to enforce the stipulations contained in paragraphs six to nine, above. Plaintiffs and Defendant Black further request that the Court enter an order that (i) cancels the July 13, 2016 hearing set for Plaintiffs' Motion for Preliminary Injunction and suspends the briefing schedule for that motion; (ii) cancels the July 20, 2016 hearing requested by Plaintiffs to hear Plaintiffs' Motion for Class Certification and holds that motion in abeyance; (iii) agrees to enforce this Agreement; and (iv) orders Plaintiffs and Defendant Black to submit a joint written status report in 45 days.

A proposed order accompanies this Motion.

DATED this June 27, 2016.

FOR PLAINTIFFS:

Respectfully submitted,

/s/ Samuel Brooke

Samuel Brooke

On Behalf of Plaintiffs' Counsel

Ivy Wang (La. Bar No. 35368)

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ATTORNEYS FOR DEFENDANT ROBERT J.
BLACK, IN HIS INDIVIDUAL AND OFFICIAL
CAPACITIES

CERTIFICATE OF SERVICE

I hereby certify that on this date the foregoing document was filed through the Court's CM/ECF filing system, and by virtue of this filing notice will be sent electronically to all counsel of record, including the following:

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ATTORNEYS FOR DEFENDANT ROBERT J.
BLACK, IN HIS INDIVIDUAL AND OFFICIAL
CAPACITIES

I further certify that on this date the foregoing document was served via U.S. Mail to the following:

Bogalusa City Court
c/o Tonia DeLeon, Clerk of Court
202 Arkansas Ave
Bogalusa, LA, 70427

I further certify that on this date a courtesy copy of the foregoing document was delivered to the following, as indicated below:

Jeff Landry, Attorney General
Office of the Attorney General
P.O Box 94005
Baton Rouge, LA 70804

DATED this June 27, 2016.

/s/ Samuel Brooke

Samuel Brooke