

AGREEMENT TO SETTLE ALL EQUITABLE CLAIMS

Plaintiff Lawrence J. Martinez (“Plaintiff”), individually, and by and through counsel, and the City of Dodge City (“Defendant”), individually, and by and through counsel, for good and valuable consideration, enter into this Agreement as a full and final settlement of the equitable claims in the lawsuit styled Lawrence Martinez, et al. v. City of Dodge City, et al. pending in the United States District Court for the District of Kansas, Case No. 2:15-CV-09344-DDC-TJJ (hereinafter referred to as the “Lawsuit”).

WHEREAS, Plaintiff filed the Lawsuit seeking equitable relief and damages while he was in the custody of the Defendant after an arrest for disorderly conduct, a misdemeanor, alleging that the Defendant had a policy which unlawfully kept him in the custody of the Defendant in the Ford County Jail because he could not afford to post a cash bond pursuant to an established schedule for the alleged offense; and

WHEREAS, the Defendant denies such allegations and any liability for the claims asserted in the Lawsuit and described herein, and denies liability to the Plaintiff for any claim arising out of his arrest on October 20, 2015; and

WHEREAS, the Plaintiff and the Defendant enter into this Agreement to resolve the equitable claims in the Lawsuit efficiently without the necessity of spending money to engage in discovery and try this case, under the terms of this Agreement as set forth herein, with no admission of liability, wrongdoing, or otherwise by Defendant.

NOW, THEREFORE, the Plaintiff and Defendant agree to the following:

1. The Parties agree to the entry of a Final Judgment as to All Declaratory and Injunctive Relief to resolve all equitable claims asserted by the Plaintiff in the Lawsuit as set out herein. The Parties have entered into a separate agreement to resolve the other claims for damages and attorneys’ fees brought in this case and agree to comply with the terms and

conditions of that Agreement and further agree that Plaintiff's claims for damages, costs, and attorney fees in the Lawsuit will be dismissed with prejudice.

2. Subject to the approval by the Court, the Parties agree to the entry of a Declaratory Judgment as follows:

The use of secured bail as a condition for release of a person in custody after a non-warrant arrest for an offense that may be prosecuted by the City of Dodge City implicates the protections of the Equal Protection Clause when such condition 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 a non-warrant arrest to be prosecuted by the City of Dodge City because the person is too poor to post a monetary bond.

3. Subject to the approval of the Court, the Parties agree to the Court entering an injunction requiring that:

The City of Dodge City, Kansas (hereinafter the "City") will release all individuals arrested (for non-warrant arrests) in the City for violation of municipal ordinances of the City on Own Recognizance Bonds ("OR Bonds") without further conditions of release as soon as practical after booking and will not require individuals arrested (for non-warrant arrests) to post any type of monetary bond. The only exceptions will be for (1) individuals who are under the influence of alcohol and/or drugs, with these individuals being held at the Ford County Jail up to a maximum of

six (6) hours from the time of the offense in order to allow the person to become sober enough to no longer endanger himself or others and to be able to understand the obligations he or she has to the municipal court upon release on the OR Bond, (2) individuals who are charged with a domestic violence crime or any other crime that involves an offense against a person may have a condition of the release on the OR Bond that the individual will have no contact with the alleged victim in the offense, with this condition remaining in effect until termination or until waived or modified by the municipal court judge for the City, and (3) individuals arrested for domestic assault, intentional assault or threatening conduct, or assault may be held in the Ford County Jail for up to 48 hours to be brought before the municipal court for the potential imposition of conditions for release other than the posting of a money bond or for a determination that the release must be denied to prevent danger to a victim, the community, or any other person under applicable constitutional standards. If the municipal court does impose conditions of release for these individuals, individuals who violate conditions of release shall be subject to such actions as determined by the municipal court pursuant to applicable law.

4. The Plaintiff and Plaintiff's counsel agree to notify counsel for the Defendant immediately upon the discovery of any alleged material breach of the foregoing Agreement. This notice shall include the specific nature of the breach and, if available, the time and date of the breach, the identity of the individuals involved in the breach, and any other details necessary

to identify the case or proceeding in which the alleged breach occurred to the extent the information is available. This notice shall be conveyed both through e-mail and telephonically to D. Keith Henson at the following telephone number and e-mail address (314) 244-3628 and khenson@pcblawfirm.com and Bradley C. Ralph at the following telephone number and e-mail address (620) 225-8100 and bradr@dodgecity.org. Plaintiff agrees to give the Defendant 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 breach has not been corrected within a reasonable period of time.

5. Defendant agrees to abide by the injunction entered by the Court as referred to in paragraph 3 unless and until otherwise ordered by the Court.

6. The Parties agree that, shortly after the claims and issues in this case were brought to the attention of the Defendant, that the Defendant and its counsel acted quickly and responsibly with the Plaintiff's counsel, without admitting any fault or liability, to put in place a system of post-arrest release that complies with the requirements as outlined in the injunction in paragraph 3, which Plaintiff agrees complies with the United States Constitution.

7. The Parties agree to submit a Joint Motion for Entry of Final Declaratory and Injunctive Relief and Joint Stipulation of Dismissal with Prejudice along with a proposed Order and Judgment consistent with this Agreement to the Court for consideration. If the Court is not willing to issue such Order and Judgment consistent herewith, then such proposal shall be void and the Plaintiff and Defendant shall confer in good faith to attempt to address the Court's concerns while still effectuating the intent and terms of this Agreement. If the Court does not issue an Order and Judgment with the consent of the Parties after such additional efforts, then upon notice by either Party to the other, this Agreement shall be void and the Parties shall resume litigation of all claims and defenses in the Lawsuit.

8. 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.

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

10. 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.

11. Plaintiff and Defendant agree that this Agreement does not affect the charge of disorderly conduct, a misdemeanor filed against the Plaintiff by the Defendant arising out of the Plaintiff's arrest on October 20, 2015 and any other charges for violations of municipal ordinances filed against the Plaintiff by the Defendant before the effective date of this Agreement with all charges for violations of municipal ordinances filed against the Plaintiff by the Defendant before the effective date of this Agreement being preserved and remain pending.

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

[The remainder of this page was intentionally left blank followed by signature pages.]

Dated: 04-19-16

Lawrence J. Martinez
Lawrence J. Martinez

STATE OF KANSAS)
) ss.
COUNTY OF FORD)

On this 19th day of April, 2016, before me personally appeared **LAWRENCE J. MARTINEZ**, to me known to be the individual who executed this Agreement to Settle All Equitable Claims and acknowledged that he fully understood the contents of this Agreement, freely executed the same for the sole consideration therein expressed, and executed the same based upon the advice of his attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Dina Acosta
Notary Public

My Commission Expires
09/01/2019



CITY OF DOGE CITY, KANSAS

By: *Joyce A. Warshaw*
JOYCE WARSHAW, Mayor

STATE OF KANSAS)
) ss.
COUNTY OF FORD)

On this 5th day of April, 2016, before me personally appeared **JOYCE WARSHAW**, known to me to be the Mayor of the City of Dodge City, Kansas, who executed this Agreement to Settle All Equitable Claims for and on behalf of the City of Dodge City, Kansas, and acknowledged that she fully understood the contents of this Agreement, freely executed the same for the sole consideration therein expressed, and pursuant to the authority granted to her by Kansas law, and upon the advice of the attorney for the City of Dodge City, Kansas.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed any official seal the day and year first above written.

[Signature]
Notary Public

My Commission Expires
BRADLEY C. RALPH
Notary Public - State of Kansas
My Appt. Expires Nov. 30, 2016

EQUAL JUSTICE UNDER LAW



By: _____

Phil Telfeyan, California Bar No. 258270
Katherine Hubbard, California Bar No. 302729
601 Pennsylvania Avenue NW
South Building — Suite 900
Washington, D.C. 20004
Telephone: (202) 505-2058
ptelfeyan@equaljusticeunderlaw.org
khubbard@equaljusticeunderlaw.org
Attorneys for Plaintiffs

GARCIA & ANTOSH, LLP

By: 

Peter J. Antosh, Kansas Bar No. 21334

1401 Central Avenue

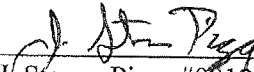
Dodge City, KS 67801

Telephone: (620) 225-7400


pja22@yahoo.com

Attorney for Plaintiffs

FISHER PATTERSON SAYLER & SMITH

By: 
J. Steven Pigg, #09123
3550 SW 5th Street
P.O. Box 949
Topeka, KS 66601
Telephone: (785) 232-7761
Facsimile: (785) 32-6604
spigg@fisherpatterson.com
Attorney for Defendant City of Dodge City

PAULE, CAMAZINE & BLUMENTHAL, P.C.

By: _____

D. Keith Henson, #31988MO
165 North Meramec Ave., Suite 110
Clayton (St. Louis), MO 63105
Telephone: (314) 727-2266
Facsimile: (314) 727-2101
dkeithhenson@pcblawfirm.com
Attorney for Defendant City of Dodge City