

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

KELLEN POWELL et al.,)	
)	
Plaintiffs,)	
)	
v.)	
)	Case No. 4:15-cv-840-RWS
THE CITY OF ST. ANN,)	
)	
Defendant.)	(Class Action)
)	

ORDER

Based on the representations of the Parties, the Court orders the following:

1. The Plaintiffs' non-equitable claims are hereby dismissed with prejudice subject only to the continuing jurisdiction of the Court to enforce the settlement agreements and over the aforesaid equitable claims.
2. The Parties' motion for the entry of a stay in this matter for a period of 12 months is granted.
3. On or before 12 months from the date of this Order, the parties are directed to either file the joint motion and proposed consent judgement set forth in their agreement or a notice to the Court seeking a dissolve of the stay.
4. During the period of the stay, the Parties are ordered to comply with the terms of the Settlement Agreement, the terms of which are as follows:
 - a. The named Plaintiff and his undersigned counsel agree to notify counsel for the City of St. Ann upon the discovery of any perceived breach of this agreement, or any future judgment which incorporates this agreement, to give the City of St. Ann a reasonable amount of time to cure such alleged breach. Defendant agrees that on a weekly

basis its police chief shall certify to its city attorney as to compliance with the provisions of this Agreement regarding pretrial detentions. Defendant further agrees to report any breach of the agreement to Counsel for Plaintiffs and to take related corrective action as soon as practicable but such time shall not exceed four hours after the police chief, city administrator or city attorney of the City learns of the breach. Plaintiff agrees to seek relief from the Court for such alleged breach only after Defendant's failure to cure within a reasonable time. Upon such breach, the Plaintiff reserves the right to move to dissolve the stay and to seek the entry of the equitable relief sought in the Complaint.

b. The City of St. Ann agrees that:

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 City of St. Ann 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.

c. City of St. Ann agrees to abide by the following procedures for an initial period of one year, subject to provisions herein for early termination and subsequent incorporation into judgment unless and until otherwise ordered by the Court:

- i. Except as provided herein, the City of St. Ann 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 St. Ann 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, subject to the application of Section 67.315 RSMo regarding custody of intoxicated persons. 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 including the posting of secured money bond in cases

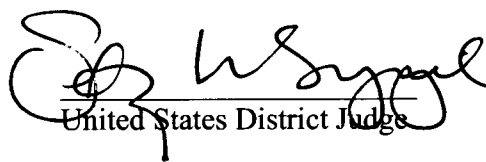
involving intentionally assaultive or threatening conduct or for a determination that release must be denied to prevent danger to a victim, the community or any other person under applicable constitutional standards, provided that no person will be denied pretrial release because of their individual inability to make a monetary payment.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 St. Ann 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 St. Ann 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.
 2. If the person does not appear at the subsequent court date discussed in (1), the City's municipal court shall repeat the process set forth in (1) at least once and may, in its discretion, include in such communications 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 by appearing at the new court date as directed in the letter.

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.

3. If after actions described in (2) the person fails to appear at a subsequent proceeding, and the court has provided the warning regarding potential issuance of an arrest warrant, the City's municipal court may, in its discretion, issue a warrant and the City may arrest the person. Upon arrest, the City will release the person on unsecured bond with notice of a court date.
 4. If after actions described in (1), (2), and (3) 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 24 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, including secured money bond, provided that no person will be denied pretrial release because of their individual inability to make a monetary payment.
 5. 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 St. Ann will not hold an arrestee in its custody for another municipality on charges prosecuted in a municipal court for more than 10 hours.
- vii. St. Ann 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.

9/3/15


United States District Judge