

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

United States of America,

Plaintiff,

v.

City of Meridian; County of Lauderdale; Judge
Frank Coleman, in his official capacity; Judge
Veldore Young, in her official capacity; State
of Mississippi; Mississippi Department of
Human Services; and Mississippi Division of
Youth Services

Defendants.

Civil Action No.
3:13-CV-978-HTW-LRA

**MEMORANDUM IN SUPPORT OF JOINT MOTION
FOR ENTRY OF SETTLEMENT AGREEMENT**

The City of Meridian and the United States of America (collectively, “the Parties”) jointly and respectfully request that this Court enter the attached Settlement Agreement (“Agreement”) as an order of the Court. *See* Attachment 1. The Agreement is the result of two (2) years of litigation and negotiations by the parties, and provides relief that is fair, reasonable, and adequate. Through the Agreement, the Parties seek to resolve the United States’ claims against the City of Meridian and avoid the burdens of contested litigation. The City does not admit legal liability, but has engaged cooperatively in settlement negotiations and the Parties have agreed to enter into the Agreement out of a mutual desire to protect the constitutional rights of youth.

I. Background

On October 24, 2012, following an eight-month investigation, the United States filed a complaint against the City of Meridian, Lauderdale County, Judge Frank Coleman and Judge Veldore Young, and the State of Mississippi pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141.¹ U.S. Compl., ECF No. 1. With respect specifically to the conduct of the City, the Complaint alleges that the Meridian Police Department (“MPD”) engages in a pattern or practice of violating the constitutional rights of juveniles.² Specifically, the United States alleges the City violates the Fourth Amendment rights of Meridian public school students by arresting them without probable cause for conduct that should be addressed as a school disciplinary issue. *Id.* at ¶¶ 164-67. In addition, the United States alleges that the City violated the Fourteenth Amendment by detaining students for

¹ The United States and the State expect to present a separate agreement to the Court in the near future. In November 2014, the United States reached an impasse with the Youth Court Judges and the County and returned to a litigation track with these defendants. *See* Judges Renewal of Mot. to Dismiss, ECF No. 57; Judges’ Mot. to Dismiss, ECF No. 58; Judges’ Mem. of Law, ECF No. 59; County Joinder of Mots. to Dismiss, ECF Nos. 60 and 61. *See also* Order, ECF No. 75.

² In 2013, this Court approved a settlement between the Civil Rights Division’s Educational Opportunities Section (“EOS”) and the Meridian Public School District. *See* Consent Order, ECF 36, *Barnhardt v. Meridian Municipal Separate School District, et al.*, No. 4:65-CV-01300 (S.D. Miss 2013). The *Barnhardt* case was initiated by private plaintiffs and this Court later granted leave for the United States to intervene as a plaintiff. The Agreement in *Barnhardt* was adopted to ensure that the school district administers student discipline in a fair and non-discriminatory manner, reduces the disproportionate assignment of exclusionary sanctions to black students, and provides all students with an equal opportunity to learn in a safe, orderly, and supportive environment. *Id.* at ¶ 27. Among other things, the *Barnhardt* settlement prohibits school officials from requesting law enforcement officers to respond to behavior that can be safely and appropriately handled under school disciplinary procedures. *Id.* at ¶ 84. The City of Meridian is not a Party to the *Barnhardt* agreement, and that agreement does not address the City’s policies or practices regarding school-based arrests. The instant case is not a class action and does not involve private plaintiffs. The attached Agreement only binds the United States and the City.

probation violations resulting from suspensions for alleged school disciplinary infractions. *Id.* at ¶¶ 184-85. The proposed Agreement resolves these claims.

II. Discussion

This Court should enter the proposed Agreement because it resulted from litigation and negotiation by sophisticated parties; it is fair, adequate, and reasonable; and it is the most effective way to implement the reforms needed to address the allegations in the complaint. Moreover, the “strong judicial policy” of the Fifth Circuit “favor[s] the resolution of disputes through settlement.” *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982). Settlement is a particularly effective resolution in this case because the Parties represent two government agencies. By allowing the Parties to “avoid the risks as well as costs of full scale litigation,” a settlement agreement is a “highly useful tool for government agencies, since it maximizes the effectiveness of limited law enforcement resources.” *United States v. City of Jackson, Miss.*, 519 F.2d 1147, 1151-52 (5th Cir. 1975). In addition, “[b]ecause of the consensual nature of the decree, voluntary compliance is rendered more likely.” *Id.* at 1152, n. 9.

The Agreement is the result of two (2) years of litigation and settlement negotiations, including numerous in person and telephonic negotiations mediated by Magistrate Judge Anderson and many conference calls and exchanges of draft agreements between the Parties. The Parties have compromised opposing purposes to reach an agreement “and the resultant decree embodies as much of those opposing purposes as the respective parties have the bargaining power and skill to achieve.” *United States v. Armour & Co.*, 402 U.S. 673, 682 (1971) (requiring that, in reviewing negotiated agreements, “the scope of a consent decree must be discerned within its four corners, and not by reference to what might satisfy the purposes of one of the parties to it.”). In approving the Agreement, this Court must “only assure[] itself that

there has been valid consent by the concerned parties and that the terms of the decree are not unlawful, unreasonable, or inequitable.” *City of Jackson, Miss.*, 519 F.2d at 1151. The attached Agreement meets these requirements.

The Agreement effectively remedies the allegations by the United States in its Complaint and builds upon reforms the City has initiated to address school-based arrests.³ The United States’ complaint alleges that Meridian Police Department officers responded automatically to school requests to pick up youth for often minor misbehavior and transferred youth into the custody of the Lauderdale County juvenile justice system. The Complaint alleges that it was the police department’s practice to arrest all students referred by the school district without assessing whether there was sufficient probable cause to justify the arrest. In August of 2012, the City revised its policy on school-based arrests. The revised policy limited the circumstances under which Meridian Police Department officers can arrest youth on school grounds. However, there was disagreement between the parties as to whether the City’s revisions fully remedied the United States’ allegations.

The Agreement prevents officers from responding to school requests to arrest youth for behavior that is appropriately addressed as a school discipline issue, including public order offenses and fighting that does not involve serious physical injury or a weapon. For criminal offenses, an arrest is only permissible if officers make and document independent probable cause determinations. The Agreement also requires the police department to uphold constitutional protections following a youth’s arrest at school. To further the sustainability and transparency of

³ The attached Agreement defines a school-based arrest as “an arrest of a student on property controlled by the Meridian Public School District while the student is attending school. This definition includes the arrest of students at school programs or events and the arrest of juveniles being transported to and from school on buses controlled by the Meridian Public School District. This definition does not include the arrest of juveniles at events that are advertised to the general public or involve students from other school districts.” *See* Agreement at 3.

reforms, the Agreement requires MPD to provide officers with training on relevant topics; develop an effective process for tracking community complaints regarding school-based arrests; collect and make public demographic data on school-based arrests; and participate in a community input program to inform the community about the progress of reforms and hear community questions and concerns. The Agreement also requires the City to seek a Memorandum of Understanding between the Meridian Public School District Police Department and the MPD that delineates authority and specifies procedures for effectuating arrests of students while on school grounds.

The Agreement will be monitored by an Independent Auditor who will report publicly to the Court. The monitoring terms that the Parties have agreed to are reasonable. The Agreement will terminate when the City has achieved substantial compliance with all substantive provisions and has maintained that substantial compliance for a year. In addition, subsections of the agreement may be terminated earlier if the City maintains substantial compliance with the relevant subsections for a period of one year. In addition, to preserve resources and to promote the efficient implementation of this Agreement, the Parties will meet on an annual basis regarding the possibility of transferring supervision of provisions of the Agreement from external monitoring to monitoring by the United States.

III. Conclusion

The City of Meridian and the United States share the same interest in protecting the constitutional rights of youth and have worked together cooperatively to develop this Settlement Agreement. The Parties concur that the Agreement resolves all issues related to the United States' investigation of the City of Meridian Police Department. Therefore, the Parties

respectfully and jointly request that this Court approve the Agreement in its entirety, and enter it as an order of the Court.

Dated this 19th day of June, 2015.

Respectfully submitted,

Counsel for the United States of America:

GREGORY K. DAVIS
United States Attorney
Southern District of Mississippi

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

MARK KAPPELHOFF
Acting Deputy Assistant Attorney General
Civil Rights Division

JUDY C. PRESTON
Acting Chief
SHELLEY R. JACKSON (MA Bar No.
548997)
Deputy Chief
Special Litigation Section

/s/ Mitzi Dease Paige
MITZI DEASE PAIGE (Bar No. 6014)
Assistant United States Attorney
Chief, Civil Division
Southern District of Mississippi
501 E. Court Street, Suite 4.430
Jackson, MS 39201
Phone: (601) 965-4480
Direct: (601) 973-2840
Facsimile: (601) 965-4409
E-mail: mitzi.paige@usdoj.gov

/s/ Rashida Ogletree
RASHIDA OGLETREE (DC Bar No. 974441)
JACQUELINE CUNCANNAN (DC Bar No.
462985)
RICHARD GOEMANN (DC Bar No. 405030)
MICHELLE JONES (DC Bar No. 989343)
Attorneys
U.S. Department of Justice
Civil Rights Division
Special Litigation Section
950 Pennsylvania Avenue, NW
Patrick Henry Building, 5th Floor
Washington, DC 20530
Phone: (202)305-3712
Facsimile: (202) 514-6903
E-mail: rashida.ogletree@usdoj.gov

Counsel for the City of Meridian:

/s/ Ronnie Walton

RONNIE L. WALTON (MB #6933)

REED C. DARSEY (MB #102960)

Glover, Young, Hammack,

Walton & Simmons, PLLC

1724-A 23rd Avenue

Post Office Box 5514

Meridian, Mississippi 39302-5514

Telephone: 601-693-1301

Telecopier: 601-693-1363

Ronnie@gloveryoung.com

Reed@gloveryoung.com

CERTIFICATE OF SERVICE

I hereby certify that on June 19th, 2015, I electronically filed a copy of the foregoing Memorandum in Support of Joint Motion for Entry of Settlement Agreement with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

Charles W. Wright, Jr.
Charles W. Wright, Jr., PLLC
1208 22nd Avenue
P.O. Box 1677
Meridian, MS 39302
Charlie_wright@comcast.net

Lee Thaggard
Robert T. Bailey
Barry, Thaggard, May & Bailey, LLP
P.O. Box 2009
Meridian, MS 39302-2009
thaggard@BarryPalmerLaw.com

Ronnie L. Walton
Reed C. Darsey
Glover, Young, Hammack,
Walton & Simmons, PLLC
1724-A 23rd Avenue
Post Office Box 5514
Meridian, MS 39302-5514
ronnie@gloveryoung.com

Douglas T. Miracle
Harold E. Pizzetta, III
Office of the Attorney General
Civil Litigation Division
P.O. Box 220
Jackson, MS 39205-0220
dmira@ago.state.ms.us
hpizz@ago.state.ms.us

/s/ Rashida Ogletree

RASHIDA OGLETREE (DC Bar No. 974441)