

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

United States of America,

Plaintiff,

v.

City of Meridian; State of Mississippi;  
Mississippi Department of Human Services; and  
Mississippi Division of Youth Services,

Defendants.

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

**JOINT MOTION TO TERMINATE SETTLEMENT AGREEMENT**

The United States of America and the City of Meridian (collectively, “the Parties”) jointly move this Court to enter an order terminating the Settlement Agreement (“Agreement”) entered in this case.<sup>1</sup> As determined in the attached United States’ Final Assessment of the City of Meridian’s Compliance with the Settlement Agreement (“Assessment”) (see Attachment 1), the City of Meridian is in substantial compliance with all provisions of the Agreement, and has maintained substantial compliance with those provisions for a year. The parties hereby respectfully request that this Court terminate the Agreement pursuant to Section VII.B. of the Agreement, which requires termination “when the City has achieved substantial compliance with all substantive provisions of this Agreement and has maintained that substantial compliance for 12 twelve consecutive months.”

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<sup>1</sup> See Order Granting Motion for Settlement Agreement, ECF No 83.

## DISCUSSION

1. On December 1, 2011, the United States opened an investigation into the administration of juvenile justice in Lauderdale County, Mississippi pursuant to the Violent Crime and Law Enforcement Act of 1994, 42 U.S.C. § 14141 (re-codified at 34 U.S.C. § 12601).
  
2. On August 10, 2012, the United States issued a letter determining that there was reasonable cause to believe the City of Meridian, through its police department, had engaged in a pattern or practice of unconstitutional conduct by arresting Meridian public school students without probable cause that an unlawful offense had been committed.
  
3. 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.
  
4. On October 24, 2012, the United States filed a complaint against the City of Meridian, the Lauderdale County Youth Court Judges, Lauderdale County, and the State of Mississippi alleging violations of substantive and procedural due process rights afforded to youth who appear in Lauderdale County Youth Court.<sup>2</sup>

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<sup>2</sup> U.S. Compl., ECF No. 1. The United States also entered into a Settlement Agreement with the State of Mississippi, resolving its claims against the State alleging due process violations in youth probation services. *See* Order Granting Settlement Agreement, ECF No. 84. The United States' claims against the Lauderdale County Youth Court Judges and Lauderdale County were dismissed by this Court on September 30, 2017, Memorandum Opinion and Order Granting Motion to Dismiss, ECF No. 116, and the dismissal was affirmed by Fifth Circuit on February 1, 2019. Certified Copy of USCA Judgment, ECF No, 129.

5. On November 20, 2012, the City of Meridian answered the complaint by denying that it had violated such substantive and procedural due process rights afforded to youth within its jurisdiction.

6. On September 18, 2015, at the request of the Parties, this Court entered the Agreement, which resolves the United States' claims against the City of Meridian.<sup>3</sup>

7. The Agreement prohibits the Meridian Police Department ("MPD") from arresting children for behavior that should be addressed as a school discipline issue. The Agreement requires the MPD to create policies and training detailing the specific and limited circumstances under which school-based arrests<sup>4</sup> may be conducted, and provide due process protections to those youths who are arrested. It requires the City of Meridian to seek a Memorandum of Understanding between the MPD and the Meridian Public School District Police Department that delineates authority and specifies procedures for effecting school-based arrests. The Agreement also requires officers to receive training regarding interactions with juveniles while on school grounds, including bias-free policing and youth and adolescent development training, and for the department to track and thoroughly investigate complaints about school-based arrests and MPD conduct in schools. Additionally, it requires the City to collect and make public data on school-

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<sup>3</sup> See Order Granting Motion for Settlement Agreement, ECF No. 83.

<sup>4</sup> The Agreement defines "school-based arrest" as an arrest of a Meridian Public School student on property controlled by the Meridian Public School District while the student is attending school, at school programs or events, and being transported to and from school on buses controlled by the Meridian Public School District. Settlement Agreement at II.N.

based arrests and hold community input meetings every six months to inform the community of the City's progress in implementing the Agreement.

8. In April 2016, the Court approved the Parties' choice of an Independent Police Auditor ("Auditor") to monitor the City's compliance with the Settlement Agreement. Shortly after the appointment of the Auditor,<sup>5</sup> the City began implementing measures to comply with the Agreement's provisions:

- It created a policy prohibiting officers from engaging in school-based arrests unless specified circumstances exist and trained officers on the policy;
- It drafted and finalized a joint Memorandum of Understanding with the Meridian Public School District Police Department delineating authority and specifying procedures for conducting school-based arrests;
- It revised its complaint policy to ensure that complaints about school-based arrests and MPD conduct in schools are appropriately investigated and officers are held accountable;
- It conducted bias-free policing and child and adolescent training for its officers;
- It regularly held community input meetings to advise the public on the City's progress implementing the terms of the Agreement, and posted on the City's website any significant actions taken as a result of the Agreement.

9. In December 2017, after issuing several reports assessing the City's compliance efforts and the progress made, the Auditor determined that the City was in substantial compliance with

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<sup>5</sup> See Order Granting Motion to Select Police Foundation as Auditor, ECF No. 99.

all Agreement provisions. In January 2018, the case was transitioned from monitoring by the Independent Auditor to monitoring by the United States, as permitted by Section V.F. of the Agreement.<sup>6</sup>

10. Based upon the United States' monitoring of the Agreement, the United States has concluded, and the City of Meridian agrees, that the City has remained in substantial compliance with all of its provisions for over twelve consecutive months. As the attached Assessment demonstrates, no school-based arrests have been made. MPD officers are following the Memorandum of Understanding agreed to by the parties. MPD officers are continuing to receive training regarding interactions with juveniles. The City has held several community input meetings, and posted on its website the measures it has taken to come into compliance with the Agreement.

### **CONCLUSION**

Accordingly, the Parties jointly move this Court to enter an order terminating the Settlement Agreement entered in this case.

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<sup>6</sup> See Notice of Filing of Independent Auditor's Final Compliance Report, ECF No. 123.

*For Plaintiff United States:*

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*For the City of Meridian:*

*/s/ Ronnie L. Walton (by permission)*

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 23rd day of May, 2019, I electronically filed a copy of the foregoing Joint Notice to Terminate Settlement Agreement and the accompanying attachment with the Clerk of the Court using the ECF system, which sent notification of such filing to those Parties identified in the Case Management System.

*/s/ F. Nicole Porter* \_\_\_\_\_

F. Nicole Porter