

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

GEORGIA STATE CONFERENCE OF THE NAACP <i>et al.</i> ,  <i>Plaintiffs</i> ,	)	
	)	CIVIL ACTION
v.	)	No. 3:17-cv-00067-TCB
CITY OF LAGRANGE, GEORGIA	)	
<i>Defendant.</i>	)	
	)	

**SETTLEMENT AGREEMENT**

WHEREAS, Plaintiffs Georgia State Conference of the National Association for the Advancement of Colored People, Troup County Chapter of the National Association for the Advancement of Colored People, Project South, the Estate of Charles Brewer, Calvin Moreland, April Walton, Pamela Williams, and John Does #1, #2, and #3 (collectively, “Plaintiffs”) initiated this Action against Defendant City of LaGrange, Georgia (“Defendant”) alleging discrimination on the basis of race, color, and national origin under the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, violations of the Equal Protection Clause of the Fourteenth Amendment through 42 U.S.C. § 1983; and Georgia common law, arising from the City of LaGrange’s implementation and enforcement of two policies concerning the provision of municipal utilities (“Civil Action”);

WHEREAS, Plaintiffs alleged that Defendant City's ordinance that conditioned access to basic utility services on the payment of unrelated fines assessed by the LaGrange Municipal Court and Defendant’s requirement that an individual seeking utility services provide a valid Social Security Number (“SSN”) and a United States federal or state-issued photographic

identification had the purpose and effect of discriminating against African Americans and Latinos, respectively;

WHEREAS, the Defendant has denied any and all liability as to allegations in the Civil Action;

WHEREAS, the Parties engaged in negotiations and have agreed to settle the claims and resolve the disputes by and among the Parties, as raised in the Civil Action, without the necessity of trial;

WHEREAS, the Parties desire to compromise, settle, and extinguish the claims raised in the Civil Action.

NOW THEREFORE and in consideration of the mutual promises and covenants herein, the sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. DEFENDANT NO LONGER CONDITIONS ACCESS TO UTILITY SERVICES ON THE PAYMENT OF NON-UTILITY DEBT**

1. Defendant has repealed Municipal Code § 20-1-7(h). Defendant has no present intent to reinstate the Ordinance.
2. Defendant has removed existing non-utility debt from all City utility bills and voided all utility payment arrangements for non-utility debt as of September 9, 2020.
3. Defendant agrees that it will not disconnect or threaten to disconnect the utilities of any City utility customers, including Plaintiffs Moreland and Walton, due, in whole or in part, to any non-utility-related debt.
4. Defendant agrees to modify the online and print versions of the LaGrange utility application and all relevant City documents, policies, procedures, and training materials to conform with the agreements described in Paragraphs 1-3.

**II. DEFENDANT WILL ACCEPT ADDITIONAL FORMS OF IDENTIFICATION FROM UTILITY APPLICANTS FOR PROOF OF IDENTITY AND CREDIT CHECKS**

5. Defendant has modified its utility application requirements to allow foreign passports to be used as a valid photo identification to verify identity to begin utility service during the application process.

6. Defendant allows individuals to open utility service accounts without providing an SSN or ITIN during the application process.

7. Defendant has modified its utility application requirements to also allow consular identification cards as a valid photo identification to verify identity during the application process.

8. Defendant has modified its utility application requirements to allow Individual Taxpayer Identification Numbers (ITINs) as an alternative to SSNs for credit check purposes. Defendant will classify applicant risk and required security deposits based on that credit check without consideration of whether the credit history was obtained from an SSN or an ITIN. The maximum security deposit for all applicants will be the same whether they apply with an SSN, ITIN, or neither. Absent a significant negative credit report finding or failure to provide either an ITIN or SSN, the present maximum security deposit is \$100 per utility with a maximum total security deposit of \$300 for 3 or more utilities. The present security deposit for a valid report of “no credit history” is \$50 per service.

9. Defendant will, within thirty days of the Effective Date of this Settlement Agreement, modify its Identity Theft Prevention Program, Red Flag Regulations, online and print versions of the LaGrange utility application, and all relevant City documents, policies,

procedures, and related training materials to conform with the agreements described in Paragraphs 5-8.

### **III. NOTICE PROVISIONS**

10. Defendant will, within thirty days of the Effective Date of this Settlement Agreement, post the written notices in Spanish and English, attached as Exhibit #1 to this Settlement Agreement, prominently on the City of LaGrange's Utilities web pages, including on its LaGrange Utilities home page and its separate Utilities web page containing Specifications, Forms, and Information concerning LaGrange Utilities, and in its office informing the public of the repeal of LaGrange Muni. Code § 20-1-7(h) and the modifications of its utility application requirements.

11. Defendant will include the written notices in Spanish and English, attached as Exhibit #1 to this Settlement Agreement, with the first three monthly utility bills included in utility invoice mailings thirty days after the Effective Date of this Settlement Agreement.

12. Defendant will announce the changes to LaGrange Muni. Code § 20-1-7(h) and the City's identification requirements for obtaining utility services through the City's other means of communicating significant policy matters, including, but not limited to, the City's Facebook page and Twitter account in both Spanish and English.

13. Defendant will mail the written notices in Spanish and English, attached as Exhibit #1 to this Settlement Agreement, to all persons who were subject to utility payment arrangements for non-utility debt as of May 1, 2017.

### **IV. DAMAGES, ATTORNEYS' FEES, AND COSTS**

14. Within thirty days of the Effective Date of this Settlement Agreement, Defendant shall pay the total sum of \$450,000 to Plaintiffs, which is inclusive of all Plaintiffs' claims for

damages, attorneys' fees, and costs sought in this Civil Action ("Settlement Payment"). The Settlement Payment shall be made in the form of one or more checks payable to Relman Colfax IOLTA Account and delivered to Reed Colfax, Relman Colfax, 1225 19th Street NW, Suite 600, Washington, DC 20036.

**V. DISMISSAL, MUTUAL RELEASES, CONSTRUCTION, AND ADDITIONAL PROVISIONS**

15. Plaintiffs will file a Rule 41 Joint Stipulation of Voluntary Dismissal of all claims asserted in the Civil Action, incorporating by reference this Settlement Agreement, within five days of receiving the payment described in Paragraph 14. The Parties agree that, with the exception of the payment described in Paragraph 14, all Parties shall bear their own attorney's fees, costs, and expenses arising from or relating to the Action.

16. The Effective Date of this Settlement Agreement shall be the date on which the last party listed below has signed it.

17. This Settlement Agreement shall not be construed as an admission or acknowledgment of liability by Defendant.

18. For and in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs, for themselves, their heirs, executors, administrators, successors and assigns, do hereby fully, finally and forever release and discharge Defendant, and all administrators, directors, supervisors, and other officials and employees thereof, as well as Defendant's insurer Brit Global Specialty USA and its third party administrators, from all claims, demands, actions, causes of action, suits, damages, losses and expenses that are related to those claims asserted against Defendant in this Civil Action, or which arise from the same nucleus of facts as, and might have reasonably been asserted by or on behalf

of Plaintiffs against Defendant in, this Civil Action, as of the Effective Date of this Settlement Agreement.

19. For and in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Defendant does hereby fully, finally and forever release and discharge Plaintiffs, their heirs, executors, administrators and assigns of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses which might have been asserted by or on behalf of Defendant against any Plaintiffs in connection with the Civil Action as of the Effective Date of this Settlement Agreement, except any debt previously owed, or for utility services rendered.

20. The parties to this Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Settlement Agreement prior to bringing such matters to the Court for resolution. In the event of a failure by either party, whether willful or otherwise, to perform in a timely manner any act required by this Settlement Agreement, any party may move this Court, within five years of the Effective Date of this Settlement Agreement, to reopen the case and impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of any damages, costs, and attorneys' fees which may have been occasioned by non-actions or actions.

21. Failure of a party to insist upon strict performance of any provision of this Settlement Agreement shall not be deemed a waiver of the party's rights or remedies or a waiver by the party of any default by another party in performance or compliance with any term of this Settlement Agreement.

22. No provision in this Settlement Agreement is intended to or shall create any rights with respect to the subject matter of this Settlement Agreement in any third party.

23. This Settlement Agreement may be signed by the parties in several counterparts, each of which shall serve as an original as against any party who signed it, and all of which taken together shall constitute one and the same document.

24. This Settlement Agreement contains the entire agreement and understanding of the parties; supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Settlement Agreement; and may not be modified, in whole or in part, except by written agreement signed by all of the parties.

25. If a court of competent jurisdiction determines that any term, provision, or part of this Settlement Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Settlement Agreement and shall not affect the validity or enforceability of the remainder of this Settlement Agreement.

26. Each of the undersigned parties represents that as of the date of the execution of this Settlement Agreement he or she has the right and authority to execute this Settlement Agreement on behalf of him or herself or the party that he or she represents and that he or she has not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand related to any rights surrendered by virtue of this Settlement Agreement and is possessed of legal and mental capacity to enter into this Settlement Agreement.

27. All signatories hereto further state that they know, understand, and agree to the contents of the foregoing Settlement Agreement and that they execute the same as their own free act and deed.

AGREED UPON BY:

*James Woodall, State President*  
for the Georgia State Conference of the National  
Association for the Advancement of Colored  
People

*19 October 2020*  
Date

for the Troup County Chapter of the National  
Association for the Advancement of Colored  
People

Date

for Project South

Date

for the Estate of Charles Brewer

Date

Calvin Moreland

Date

April Walton

Date

Pamela Williams

Date

John Doe #1

Date

John Doe #2

Date

John Doe #3

Date

for the City of LaGrange

Date



AGREED UPON BY:

\_\_\_\_\_
for the Georgia State Conference of the National
Association for the Advancement of Colored
People

\_\_\_\_\_
Date

*Morris Jatum*

\_\_\_\_\_
for the Troup County Chapter of the National
Association for the Advancement of Colored
People

*10/21/2020*
\_\_\_\_\_
Date

\_\_\_\_\_
for Project South

\_\_\_\_\_
Date

*Shantres Smith*

\_\_\_\_\_
for the Estate of Charles Brewer

*10-21-2020*
\_\_\_\_\_
Date

\_\_\_\_\_
Calvin Moreland

\_\_\_\_\_
Date

*April Walton*

\_\_\_\_\_
April Walton

*10-21-20*

\_\_\_\_\_
Date

*Pamela Williams*

\_\_\_\_\_
Pamela Williams

*10-21-20*

\_\_\_\_\_
Date

\_\_\_\_\_
John Doe #1

\_\_\_\_\_
Date

\_\_\_\_\_
John Doe #2

\_\_\_\_\_
Date

\_\_\_\_\_
John Doe #3

\_\_\_\_\_
Date

\_\_\_\_\_
for the City of LaGrange

\_\_\_\_\_
Date

AGREED UPON BY:

\_\_\_\_\_  
for the Georgia State Conference of the National  
Association for the Advancement of Colored  
People

\_\_\_\_\_  
Date

\_\_\_\_\_  
for the Troup County Chapter of the National  
Association for the Advancement of Colored  
People

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Date



\_\_\_\_\_  
for Project South

10-23-20

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Date

\_\_\_\_\_  
for the Estate of Charles Brewer

\_\_\_\_\_  
Date

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Calvin Moreland

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Date

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April Walton

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Pamela Williams

\_\_\_\_\_  
Date

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John Doe #1

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John Doe #2

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Date

\_\_\_\_\_  
John Doe #3

\_\_\_\_\_  
Date

\_\_\_\_\_  
for the City of LaGrange

\_\_\_\_\_  
Date

AGREED UPON BY:

\_\_\_\_\_  
for the Georgia State Conference of the National  
Association for the Advancement of Colored  
People

\_\_\_\_\_  
Date

\_\_\_\_\_  
for the Troup County Chapter of the National  
Association for the Advancement of Colored  
People

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for Project South

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Date

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for the Estate of Charles Brewer

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Date

  
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Calvin Moreland

10/23/2020  
Date

\_\_\_\_\_  
April Walton

\_\_\_\_\_  
Date

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Pamela Williams

\_\_\_\_\_  
Date

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John Doe #1

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John Doe #2

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\_\_\_\_\_  
John Doe #3

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Date

\_\_\_\_\_  
for the City of LaGrange

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Date

AGREED UPON BY:

\_\_\_\_\_  
for the Georgia State Conference of the National  
Association for the Advancement of Colored  
People

\_\_\_\_\_  
Date

\_\_\_\_\_  
for the Troup County Chapter of the National  
Association for the Advancement of Colored  
People

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Date

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for Project South

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Date

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for the Estate of Charles Brewer

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Date

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Calvin Moreland

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Date

\_\_\_\_\_  
April Walton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pamela Williams

\_\_\_\_\_  
Date

\_\_\_\_\_  
[signature on file with Plaintiffs' counsel]

\_\_\_\_\_  
John Doe #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
[signature on file with Plaintiffs' counsel]

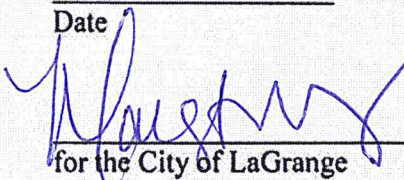
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John Doe #2

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Date

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[signature on file with Plaintiffs' counsel]

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John Doe #3

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
for the City of LaGrange

10/27/20  
Date

## EXHIBIT 1

### Notice of Changes to the City's Utility Billing Practices

As of May 26, 2020, the City of LaGrange no longer attaches non-utility debt to residents' utility bills. **You are not required to pay non-utility debt such as past court fines in order to sign up for or maintain a utility account.** If you previously signed a payment arrangement with the LaGrange Collections Department to have municipal court fines or other non-utility debt added to your monthly utility bill, that payment arrangement has been cancelled and your utility bill should no longer have court fines or other non-utility debt added to it. If you believe that your monthly utility bill continues to include court fines or other non-utility debt, you should contact the LaGrange Utilities Office at (706) 883-2030 to have them removed from your utility account.

### Notice of Changes to the City's Utility Application Requirements

As of October 14, 2020, the City of LaGrange accepts a Social Security Number (SSN) or an Individual Taxpayer Identification Number (ITIN) to determine an applicant's credit and the corresponding security deposit amount required to open a utility account, but neither identification number is required to open an account. You can apply without an SSN or ITIN and be charged the City's maximum security deposit. In addition, utility applicants must produce *any* one of the following forms of photo identification to open an account: (1) a federally or state issued photo ID, (2) a valid foreign passport, or (3) a consular identification card.

### Noticia de Cambios a Las Prácticas de Facturación

Efectivo desde Mayo 26, 2020, la Ciudad de LaGrange ya no agrega ninguna deuda que no es relacionada a sus servicios públicos a cuentas de servicios de utilidades. **Usted no está obligado/a a pagar deudas no relacionadas con servicios públicos, como deudas de corte, para abrir o mantener una cuenta de servicios de utilidades.** Si usted anteriormente firmo un arreglo de pagos con el Departamento de Colecciones de LaGrange para agregar deudas de cortes a su cuenta de utilidades, ese arreglo ha sido cancelado y su cuenta no debería tener deudas de corte municipal u otras deudas que no son relacionadas a deudas de utilidades agregadas a la cuenta. Si usted cree que su cuenta de utilidades sigue teniendo deudas municipales que aparecen en su cuenta mensual, contacte a la Oficina de Utilidades de la Ciudad a (706) 883-2030 para que esa deuda sea eliminada de su cuenta.

### Noticia de Cambios a Los Requisitos de Identificación de La Ciudad Para Abrir Cuentas de Utilidades

Efectivo desde Octubre 14, 2020, la Ciudad de LaGrange acepta un número de seguro social (SSN) o un número de identificación personal de contribuyente (ITIN) para revisar su crédito y cobrar el depósito de seguro que le corresponde al abrir una cuenta de servicios de utilidad, pero ningún número es requerido para abrir una cuenta. Usted puede aplicar *sin* ITIN o SSN y será cobrado el seguro de depósito máximo. Adicionalmente, usted debe producir *uno* de los siguientes documentos de identidad con foto para abrir servicios de utilidades: (1) una

identificación con foto producido por el gobierno federal o un estado; (2) un pasaporte extranjero válido, o (3) una matrícula consular.