

Bond Case Briefs

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JUDICIAL SERVICES - ALABAMA

Ray v. Judicial Corrections Services

United States District Court, N.D. Alabama, Southern Division - September 26, 2013 - Slip Copy - 2013 WL 5428360

The Town of Childersburg, with the approval of its Mayor and Town Council, contracted with Judicial Corrections Services (JCS) to provide probation and fee collecting services for Childersburg's Municipal Court.

Pursuant to the agreement between Childersburg and JCS, any time a person appearing before the court is unable to pay the court costs and/or fines associated with the charges at issue, that person is automatically placed on probation using forms provided by JCS, regardless of whether a jail sentence was imposed. If an individual fails to pay a satisfactory amount, JCS then determines whether to revoke the individual's probation (in which case the individual is jailed) or whether to impose additional fines and costs. Childersburg personnel follow JCS's recommendations regarding whether to incarcerate an individual or impose other bond requirements without conducting hearings to determine why an individual has not made payments, whether the individual may be indigent, or whether the individual is entitled to counsel. JCS takes no action to determine indigency and has denied that it has any responsibility to make that determination.

Under the agreement between Childersburg and JCS, individuals are often responsible for fines that exceed the statutory maximum of \$500 that municipal courts may impose. In addition, the periods of probation imposed in order to collect fines and fees for JCS often exceed the two year statutory maximum.

Plaintiff probationers filed, on behalf of themselves and those similarly situated, multiple § 1983 claims against JCS and Childersburg. Childersburg filed a Motion to Dismiss.

The District Court held that:

- Childersburg is subject to § 1983 liability;
- The Rooker-Feldman doctrine does not preclude subject-matter jurisdiction;
- Absolute judicial immunity is inapplicable to Childersburg;
- Federalism and comity concerns do not counsel in favor of dismissal;
- O'Shea v. Littleton's bar on injunctive relief does not apply to Plaintiffs' equitable claims;
- Childersburg is entitled to contract with a private company for the provision of probationary services to the Childersburg Municipal Court.

While the court held that a municipality has the general authority to contract with a private company for the provision of probationary services, and thus declined to void the contract at this stage of the proceedings, it did indicate that this action would be more appropriately considered at the summary judgment stage when additional materials had been submitted regarding the contract with JCS.

