

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

GEORGIA ADVOCACY OFFICE *et al.*,

Plaintiffs,

v.

PATRICK LABAT, *et al.*,

Defendants.

CIVIL ACTION FILE NO:

1:19-cv-01634-WMR

ORDER

This matter is before the Court on the Magistrate Judge’s Order Granting [Doc. 387] Plaintiff’s Motion for Finding Defendant in Second Material Breach of Settlement Agreement (the “agreement”). [Doc. 419]. Defendant filed objections to the Magistrate Judge’s Order. [Doc. 420].¹

I. BACKGROUND

Plaintiffs, female inmates with mental illnesses at South Fulton Municipal Regional Jail (“South Fulton Jail”) and Atlanta City Detention Center (“ACDC”), filed a class action complaint [Doc. 1] pursuant to 42 U.S.C. § 1983 alleging that the

¹ The Parties’ settlement agreement provided that determinations contained within the Magistrate Judge’s Order are subject to de novo review by the District Judge. *See* [Doc. 419 at 21 n. 8] (citing Doc. 343 ¶ 10).

conditions of their confinement violated their constitutional rights. In April 2022, this Court approved the parties' joint settlement agreement. [Doc. 343].

In October 2023, Plaintiffs filed a motion to find the Defendant in material breach of the agreement. [Doc. 387].² According to Plaintiffs, Defendant is in material breach of the agreement's tracking and reporting requirements, out-of cell time requirements, safeguard requirements for Covered Persons who do not receive sufficient out-of-cell time, reading material requirements, and staffing, training, and supervision requirements. [*Id.* at 11–17]. Defendant has filed a response in opposition. [Doc. 410 at 4–6].

In August 2025, the Magistrate Judge granted Plaintiff's motion [Doc. 387] and found that Defendant had breached the settlement agreement. [Doc. 419]. Defendant filed objections to the Magistrate Judge's order. [Doc. 420]. In those objections, he contends that "the Magistrate Judge erred in finding Sheriff Labat in material breach of five (5) items in the Settlement Agreement and [he] respectfully requests this Court find no material breach has occurred[.]" [*Id.* at 1]. Plaintiff filed a response to those objections. [Doc. 421].

² Plaintiff filed a similar motion once before. [Doc. 350]. The Magistrate Judge granted that motion [Doc. 395], and the Court, after de novo review, agreed [Doc. 403]. Therefore, this is now the second time the Court addresses whether Defendant has materially breached the agreement.

II. LEGAL STANDARD

In accordance with the settlement agreement, “[a] material breach is to be determined by applying the same standard used for a determination of contempt.” [Doc. 343 at 26 ¶ 10].

In a civil contempt proceeding, the moving party must demonstrate “by clear and convincing proof that the underlying order was violated.” *PlayNation Play Sys., Inc. v. Velex Corp.*, 939 F.3d 1205, 1212 (11th Cir. 2019) (internal quotation marks omitted). Once the moving party makes this showing, “the burden of production shifts to the alleged contemnor to show a present inability to comply that goes beyond a mere assertion of inability.” *Id.* (internal quotation marks omitted). “[T]he focus of the court’s inquiry in civil contempt proceedings is . . . whether in fact their conduct complied with the order at issue.” *Id.* at 1212–13 (citation omitted).

“[S]ubstantial, diligent, or good faith efforts are not enough; the only issue is compliance.” *F.T.C. v. Leshin*, 618 F.3d 1221, 1232 (11th Cir. 2010) (citation omitted). Nevertheless, “substantial, but not complete, compliance with the court order may be excused if it was made as part of a good faith effort at compliance.” *PlayNation*, 939 F.3d at 1213 (internal quotation marks and citation omitted); *see also Newman v. Graddick*, 740 F.2d 1513, 1525 (11th Cir. 1984) (explaining that a “person who attempts with reasonable diligence to comply with a court order should not be held in contempt”). This requirement is to be strictly construed. *Combs v.*

Ryan's Coal Co., 785 F.2d 970, 984 (11th Cir. 1986). In making a good-faith effort at complying, the alleged contemnor must quickly “become aware of” any noncompliant issues “through its own efforts” rather than those of the complaining party, and it must “set about correcting” those issues in an expeditious manner. *Sizzler Fam. Steak Houses v. W. Sizzlin Steak House, Inc.*, 793 F.2d 1529, 1537 (11th Cir. 1986).

III. DISCUSSION

A. Tracking and Reporting Requirements

To ensure that Covered Persons receive the agreement’s required out-of-cell time, the agreement states that:

Defendant shall maintain a record of the exact times that the Covered Person is offered out-of-cell time and the exact times at which the Covered Person returns to their cell if the out-of-cell time offer is accepted. Such information shall be recorded through Note Active or a similar tracking system. Reports shall be generated and provided, in electronic format, to Plaintiffs’ counsel biweekly. The reports shall include, for each individual by name and cell number, the date the person was offered out-of-cell time, the exact time the person was offered out-of-cell time, the exact time the individual left their cell for the Yard or Gymnasium, the exact time they returned to their cell from the Yard or Gymnasium, the exact time they began therapeutic activities, and the exact time they returned to their cell after completing therapeutic activities.

[Doc. 343 ¶ 23].

In their first motion for finding breach against Defendant, Plaintiffs argued that Defendant failed to comply with these requirements. [Doc. 343 at 27–38]. The

Magistrate Judge and this Court agreed with Plaintiffs that Defendant had in fact breached the agreement. [Doc. 395 at 5–11]; [Doc. 403 at 6–8]. In the present motion, Plaintiffs raise the same claim, arguing that once again, Defendant has failed to comply with the tracking and reporting requirements of the settlement agreement. [Doc. 387 at 21–23].

Plaintiffs point to the “repeated failures to ensure all Covered Persons are identified and accounted for.” [*Id.* at 22]. Further, for the Covered Persons which Defendant do identify, Defendant still does not “produce complete and accurate records[.]” [*Id.*]. Rather, Plaintiffs state that “Defendant continues to rely on a haphazard combination of paper records and electronic NoteActive records that are often in conflict, and in any event, fail to provide a comprehensive account of out-of-cell time offered to Covered Persons and, where applicable, denied or refused.” [*Id.*]. Both Plaintiffs and the Magistrate Judge included specific instances of inconsistencies. *See* [Doc. 387 at 12]; [Doc. 419 at 7–8].

Defendant disagrees and states that the discrepancies found between he handwritten logs and NoteActive reports are a result of “a good faith gesture.” [Doc. 420 at 3]. He claims that “not only is Defendant providing the information through the NoteActive system, but handwritten logs are also provided as back up to the electronic information.” [Doc. 359 at 9].

Notably, Defendant does not dispute any of the Magistrate Judge's or Plaintiffs' factual findings or other evidence. Rather, he argues that he has in fact complied with the agreement. Documentation, however, is an integral part of the agreement. And, where, as here, that documentation is inconsistent and at odds with itself, that documentation cannot show compliance with the agreement. Rather, Plaintiffs have shown, by clear and convincing evidence, that there are a multitude of issues with the reporting and tracking. Defendant's objections to the Magistrate Judge's findings regarding tracking and reporting are overruled. Accordingly, the Court affirms the Magistrate Judge's finding that Defendant materially breached the agreement.

B. Out-of-Cell Requirements

The agreement requires that each Covered Person has four hours of out-of-cell time, five days a week (including one hour of yard or gymnasium time and two hours of therapeutic programming). [Doc. 343 ¶¶ 22, 29]. Additionally, Covered Persons are entitled to one hour of out-of-cell time on the days they do not receive four full hours. [*Id.* ¶ 22]. Defendant can only depart from these requirements when "necessary to prevent an immediate and substantial risk of serious harm to a person." [*Id.* ¶ 24].

The Defendant characterizes the denials of out-of-cell time as refusals, but the records indicate that the Covered Persons were not actually offered the time or that

denial was not appropriately documented by Defendant. [Doc. 395 at 15–17] (citing [Docs. 350, 350-2, 350-4, 350-5, 360]). Defendant claims that he did not materially breach the agreement as to the out-of-cell requirements. [Doc. 420 at 4]. Defendant claims that he is being “punished for over-providing information[.]” [*Id.*].

The Court disagrees. After review, the record shows that Defendant’s records do not accurately reflect out-of-cell denials and refusals. This is a further extension of the troubling, haphazard notetaking system that Defendant has used. Defendant is out of compliance with the agreement. Therefore, this objection by Defendant is also overruled and the Court affirms the Magistrate Judge’s findings.

C. Out-of-Cell Safeguard Requirements

The agreement provides for a variety of protections for Covered Persons who do not receive out-of-cell time. Those protections include: (1) Defendant must ensure that mental health professionals conduct rounds and communicate with Covered Persons who do not receive the required out-of-cell time [Doc. 343 ¶ 22]; (2) Defendant must offer Covered Persons various therapeutic activities or refer them to a “higher-level provider” if necessary [*Id.*]; (3) a correctional officer supervisor should review the denial of out-of-cell time to determine whether that denial is necessary [*Id.*]; (5) denials of out-of-cell time lasting more than 48 hours must be approved by a mental health professional [*Id.*]; and (6) denials of out-of-cell

time lasting more than 72 hours or more shall require that a mental health professional conduct an “assessment of the Covered Person’s well-being” [*Id.* ¶ 27].

Defendant objects to the Magistrate Judge’s finding that he materially breached as to the out-of-cell safeguard requirements and states that any issues in the record are solely because the production of records “can be inconsistent.” [Doc. 420 at 4, 5].

Records show that mental health professionals have failed to conduct rounds, as required by the agreement, that denials are not accurately recorded in the handwritten and NoteActive logs, and that those same logs make it difficult to determine whether Defendant is complying at all. [Doc. 387-2 at 4]; [Doc. 407-1 at 2]; [*Id.* at 9]. Plaintiff has shown by clear and convincing evidence that Defendant has materially breached the settlement agreement by failing to comply with the agreement’s out-of-cell safeguard requirements.

This case involves incarcerated women with serious mental illnesses. While the Court acknowledges that running a prison is a difficult job, when dealing with a vulnerable population, Defendant must do more than “fine tun[e]” these safeguards. [*Id.* at 5]. Instead, Defendant must ensure that Covered Persons are offered activities, given treatment, and referred when needed as required by the agreement. This is the crux of the agreement, and the Court agrees with the Magistrate Judge that Defendant has materially breached the agreement in this way as well.

D. Reading Material Requirements

Fourth, in the agreement, Defendant promised to “provide Covered Persons with access to reading material, including soft bound books and newspapers” and weekly access to a mobile book cart. [Doc. 343 ¶ 34]. Defendant is also required to make reasonable efforts to “solicit Covered Persons’ preferences for the material added to those book carts.” [*Id.*].

Plaintiffs claim that Defendant has failed to comply with this provision. They state that, during a site visit in June 2023, “an officer candidly informed Plaintiff’s counsel and the monitor that the only way Covered Persons could access reading material was to purchase the material online or to request spiritual texts from a chaplain.” [Doc. 387 at 16–17]. In fact, “numerous Covered Persons reported being unable to access any books.” [*Id.* at 23]. Therefore, despite Defendant’s contentions, Plaintiffs have shown by clear and convincing evidence that Defendant has materially breached the settlement agreement by failing to provide reading materials.

E. Staffing, Training, and Supervision Requirements

In executing the agreement, Defendant agreed that he “shall assign sufficient administrators, correctional officers and supervisors, and other staff members to the South Fulton Jail to carry out the terms of this Agreement.” [Doc. 343 ¶ 28]. Defendant also agreed to ensure that “all [] employees who are involved in the daily

operation of the [facility] will be trained on the provisions of [the] Agreement.” [*Id.* ¶ 56].

Plaintiffs contend that Defendant has failed to comply with this provision. [Doc. 387 at 17]. Plaintiffs state that had the staff been “provided adequate training and supervision[,]” then “Defendant’s records would not contain the same errors and false entries week after week, Covered Persons would not repeatedly be denied their rights under the Agreement, and Defendant’s records would not specifically point out that mental health rounds did not occur due to ‘[n]o staff available.’” [*Id.*] (citing [Ex. B at 3]).

The Court agrees with Plaintiff and the Magistrate Judge that “[i]n considering both Plaintiff’s first and second motions for finding of breach, it has become clear the core issues identified by Plaintiffs are not isolated instances, but instead reflect a pervasive problem stemming from improper training or otherwise insufficient resources.” [Doc. 419 at 20]. Defendant has continually attempted to rely on various records which contradict each other and these records have not seen improvement. Therefore, the Court finds that Plaintiff has proven by clear and convincing evidence that Defendant has also materially breached the agreement by failing to comply with the agreement’s staffing, training, and supervision requirements.

F. Hearing Request

Defendant also requests that, rather than comply with the procedure set forth in the agreement, the Court now hold a separate hearing. [Doc. 420 at 9]. The agreement provides that determinations of the Magistrate Judge “will be subject to de novo review by the District Court on the *factual record presented* to the Magistrate Judge.” [Doc. 343 ¶ 10] (emphasis added). After briefing on the current motion, the Magistrate Judge held an oral argument on this matter on August 29, 2024. [Doc. 415].

Importantly, “when there are no disputed factual matters that require an evidentiary hearing, the court might properly dispense with the hearing prior to finding the defendant in contempt and sanctioning him.” *Mercer v. Mitchell*, 908 F.2d 763, 769 n.11 (11th Cir. 1990). Here, the facts are undisputed; the parties disagree only about how those facts should be interpreted. Because no factual dispute requires an evidentiary hearing, none is warranted here, and the oral argument already afforded to the parties by the Magistrate Judge was sufficient. Accordingly, Defendant’s request for a *second* hearing is denied.

IV. CONCLUSION

After review, the Court **OVERRULES** Defendants’ Objections [Doc. 420], and **GRANTS** Plaintiff’s Motion [Doc. 387]. The Court **AFFIRMS** the findings of

the Magistrate Judge [Doc. 419]. Additionally, Defendant's request for a second hearing is **DENIED**.

IT IS SO ORDERED this 19th day of August, 2026.



WILLIAM M. RAY, II
UNITED STATES DISTRICT JUDGE