

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

BRIAN A., et al.)	
)	
Plaintiffs,)	Civ. Act. No. 3:00-0445
)	Judge Waverly D. Crenshaw, Jr.
v.)	Magistrate Judge Joe B. Brown
)	
BILL HASLAM, et al.)	
)	
Defendants.)	

**ORDER DISMISSING CASE WITH PREJUDICE AND
TERMINATING JURISDICTION**

Plaintiffs filed this federal civil rights class action on May 10, 2000 on behalf of a class “consisting of all foster children who are or will be in the custody” of the Tennessee Department of Children’s Services (“DCS”). On July 27, 2001, pursuant to mediation ordered by the Court (doc. nos. 52, 56, 57, 59), the parties entered into a Settlement Agreement approved by the Court (doc. nos. 109-112). The Settlement Agreement set standards to improve resources, oversight processes and outcomes. The Court appointed monitors, the Technical Assistance Committee (the “TAC”), to assess progress and issue periodic reports.

On November 10, 2010, the parties to this litigation jointly stipulated and agreed to, and requested the Court to approve, the 2010 Modified Settlement Agreement and Exit Plan. [Doc. No. 410, the “2010 Joint Stipulation”]. The 2010 Modified Settlement Agreement and Exit Plan (the “2010 Exit Plan”) was attached to the 2010 Joint Stipulation as Exhibit A, and the Court approved the 2010 Exit Plan (doc. no. 411). The 2010 Exit Plan superseded and replaced the parties’ prior settlement agreement, identified Defendants’ ongoing obligations, and set forth

what Defendants had to achieve for the Court to terminate its jurisdiction over this matter and dismiss the captioned litigation.

The 2010 Exit Plan required Defendants to achieve MAINTENANCE with regard to all provisions in Sections II-XIII and XVI of the 2010 Exit Plan (the “Required Provisions”). *See* 2010 Exit Plan, §XVIII.D.2. Further, that exit plan provided that once Defendants achieved MAINTENANCE with one-hundred percent of the Required Provisions and sustained MAINTENANCE for twelve (12) consecutive months, the Court would terminate its jurisdiction over all provisions of the exit plan except for Section XIX. *Id.*

On July 17, 2017, this Court entered an Order Partially Terminating Jurisdiction and Partially Dismissing Case with Prejudice. (Doc. No. 589 (the “Order of Partial Dismissal”).) In the Order of Partial Dismissal, the Court ordered, adjudged and decreed that Defendants achieved MAINTENANCE with all Required Provisions no later than December 31, 2015; that Defendants sustained MAINTENANCE with all Required Provisions throughout the full calendar year of 2016; that Defendants had met their obligations as described in the pertinent exit plan, specifically as contemplated in Section XVIII.D.2; and, as a result, the Court terminated its jurisdiction in this litigation with regard to all matters except those obligations set forth in Section XIX of the exit plan and made clear that the Court would continue to exercise that limited jurisdiction solely with regard to Section XIX of the exit plan and that this limited jurisdiction would continue only for eighteen (18) months following the entry of the Order of Partial Dismissal. (*Id.* at 4-5, numbered paragraphs 1-5.) Consistent with the 2017 Exit Plan, the Court further directed Defendants to, at the conclusion of this eighteen (18) month period, “file an unopposed Notice of Compliance with . . . Section XIX and a Proposed Order” terminating

this Court's jurisdiction over Section XIX of the exit plan and dismissing this litigation. (*Id.* at 5, numbered paragraph 5.)

Eighteen (18) months now have passed since the Order of Partial Dismissal was entered. Moreover, as set forth in this Court's findings immediately below, this Court FINDS that Defendants have fulfilled all of their obligations under Section XIX of the 2017 Exit Plan.

On January 17, 2019, Defendants filed an Unopposed Notice of Compliance with Section XIX of the 2017 Modified Settlement Agreement and Exit Plan. (Doc. No. 598 (the "Unopposed Notice of Compliance").) As the Parties have agreed in the Unopposed Notice of Compliance, this Court FINDS that the following has occurred:

(1) Defendants developed an external accountability reporting center (the "Accountability Center"), with direct and regular input from the TAC and Plaintiffs;

(2) Defendants funded the Accountability Center in a manner that allowed the Accountability Center to report publicly on DCS's efforts to maintain the program, policy and practice improvements achieved under the supervision of this Court and under the 2017 Exit Plan, and maintained that funding for at least eighteen (18) months;

(3) The Accountability Center began its public reporting after the entry of the Order of Partial Dismissal;

(4) The Accountability Center has produced, to date, three semi-annual reports on DCS's performance under the terms of the 2017 Exit Plan, and those reports were based largely on data the Accountability Center requested and received from DCS.

(Doc. No. 598 at p 3.)


Moreover, this Court has reviewed the record in this cause and FINDS that the Accountability Center has issued three (3) semi-annual reports. In particular, the Accountability Center's first report was jointly filed by the parties on December 14, 2017. (Doc. No. 593; and, Accountability Center Report No. 1 ("Report No. 1") at Doc No. 593-1.) Report No. 1 makes it clear that the Accountability Center is independent of Defendants, and that it is designed to "provide the information needed by the public and other stakeholders" and to assist DCS

“strengthen the systems [it] uses to monitor its performance going forward”. (Doc. No. 593-1, p 1.) Likewise, on June 7, 2018, the parties jointly filed the Accountability Center’s second report. (Doc. No. 594 and 594-1.) Finally, the parties jointly filed the Accountability Center’s third report and the companion race disparity report on December 19, 2018. (Doc. Nos. 595 and 595-1.) The Court FINDS that the three reports issued by the Accountability Center’s clearly evidence that Defendants have fulfilled their obligations under Section XIX of the 2017 Exit Plan.

On January 16, 2019, Plaintiffs’ filed an Unopposed and Final Motion for Approval of Attorneys’ Fees and Expenses (Doc. No. 596). The Court subsequently entered an order awarding Plaintiffs fees and the Court has been notified that the full amount of awarded fees and expenses have been paid.

Based on these findings and the entire record in this case, IT IS ORDERED, ADJUDGED AND DECREED that this Court’s jurisdiction over this case is hereby **TERMINATED** and this case is **DISMISSED WITH PREJUDICE** in all respects. The Court further finds that, as dismissal is based on the merits, this is not a settlement, voluntary dismissal or compromise, and, therefore, separate notice to the class is not required.

IT IS SO ORDERED.


WAVERLY D. CRENSHAW, JR.
Chief United States District Judge