

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

THE UNITED STATES OF AMERICA,)
)
)
Plaintiff,)
)
vs.)
)
JEFFERSON COUNTY, et al.,)
)
Defendants.)

Case No.: 2:75-CV-00666-CLS

JOHN W. MARTIN, et al.,)
)
Plaintiffs,)
)
vs.)
)
CITY OF BIRMINGHAM, et al.,)
)
Defendants.)

Case No.: 2:74-CV-00017-CLS

**ORDER APPROVING JOINT MOTION FOR PARTIAL TERMINATION
OF JEFFERSON COUNTY SHERIFF’S CONSENT DECREE**

This action is before the Court on the “Joint Motion For Termination of Consent Decree With the Sheriff of Jefferson County, In Part, and Approval of Agreement” jointly filed on March 16, 2017 as document number 2043 by Mike Hale, in his official capacity as the Sheriff of Jefferson County, Alabama (“Sheriff”), the United States, and the Martin Plaintiffs and Bryant Intervenors (“Martin-Bryant Parties”).

Upon consideration of the joint motion, the proposed Agreement attached

thereto,¹ and the oral representations of counsel regarding the scope, purposes, and effects of the proposed Agreement, the court finds that:

1. the Sheriff has complied in good faith with the obligations imposed upon him and his office by the Consent Decree for a reasonable period of time;
2. the Sheriff has demonstrated his good faith commitment to continued compliance with federal law;
3. the Sheriff has implemented policies, practices, and procedures which make it unlikely that he will repeat any former violations of federal law;
4. the proposed Agreement is the result of arms-length negotiations following extensive written discovery, investigations, and depositions; and,
5. the terms of the proposed Agreement are reasonable.

Accordingly, it is **ORDERED, ADJUDGED, and DECREED** as follows:

The parties' proposed Agreement is approved and, by this reference, incorporated as part of this Order as fully as if set out *in haec verba* at this point.

Those portions of the "Jefferson County Consent Decree" entered on December 29, 1982, and amended on November 12, 2013 ("the Consent Decree"), that pertain to the Sheriff are terminated, *except for the following paragraphs*: Paragraph 33 (Affirmative Action Officer); Paragraphs 50 and 51 (Record Keeping); and Paragraphs 52 and 53 (Reporting) (*collectively*, the "Non-Terminated Paragraphs").

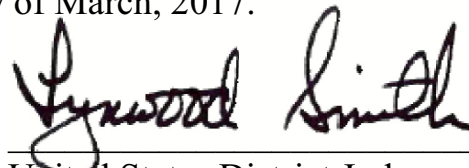
¹ See doc. no. 2043-1 ("Exhibit 1" to the Joint Motion).

With the exception of the Non-Terminated Paragraphs, the Consent Decree is immediately and unconditionally terminated with respect to the Sheriff, and the Sheriff is hereby relieved from all obligations imposed by the Consent Decree, *except for* the obligations imposed upon him by the Non-Terminated Paragraphs, *and except insofar* as the Consent Decree's obligations are duplicative of any requirements otherwise imposed by state or federal law.

The court retains jurisdiction to enforce the Non-Terminated Paragraphs and, consistent with the principles set forth in *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994), retains ancillary jurisdiction to enforce the terms of the Agreement by ordering specific performance thereof.

Pursuant to the Agreement, absent a motion filed by any party at least thirty (30) days before March 31, 2020, the Non-Terminated Paragraphs shall automatically terminate on that date and, immediately thereafter, the Sheriff shall be relieved from all obligations imposed by the Non-Terminated Paragraphs (except insofar as the obligations are duplicative of the requirements otherwise imposed by state or federal law).

DONE and ORDERED this 23rd day of March, 2017.


United States District Judge