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Becky Laffitteblaffitte@sowellgray.com  
Date: 2/19/2016 5:20:36 PM  
Subject: Re: Draft Email from Monty to be sent to Matthew with revised Agreement - Please see Below

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Becky and Monty,

I suggest revising the second sentence. It currently says "we do not believe... changes change."  
Perhaps we can phrase it as "we do not believe these clarifying revisions change...."

Also, we may want to avoid stating it as an intent to extend deadlines, which could be taken to mean that we want to extend the 60 days or 90 days, etc. within a particular provision. Rather, I think we could avoid that misinterpretation of the message by stating that we intend to propose phasing in the measurement/reporting periods.

Thanks for your help and your work on this,

Tony Catone

On Feb 19, 2016, at 4:54 PM, Robin Owens <rowens@sowellgray.com> wrote:

For your approval:

Dear Matthew:

Attached please find a proposed revised Settlement Agreement. We do not believe the proposed changes change the substance of the Agreement, but rather clarifies the provisions. We will be happy to talk with you to discuss these proposed changes and the reasons for them. The Director has reviewed and approved these proposed clarifications.

We plan to request that several of the deadlines be extended and phased in. The Director has had discussions with several of her peers around the country who have been through these types of agreement and has been informed that having all of the requirements imposed at once creates a recipe for failure that can actually inhibit the goal of both the plaintiffs and the defendants to improve the foster child care system.

Several members of the Legislature have also informed the Director that they want to be

apprised of any Settlement Agreement before she signs it. We recognize that the Legislature cannot have the final say so on the execution of this Agreement, but the Director must pay deference to the Legislature because the Legislature is the entity that funds DSS, and without sufficient funding, DSS will not be able to improve the foster care system.

We, by copy of this email to Judge Duffy, want to request a private meeting with him to discuss some of the issues we are facing and what we believe we need to do to get to a final agreement.

Monty Todd



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