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Carenn Moorecmoore@sowellgray.com  
Robin Owensrowens@sowellgray.com  
Date: 2/19/2016 3:14:40 PM  
Subject: RE: DSS Settlement Agreement (2/18/16 with comments removed) CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION...MEDIATION COMMUNICATION  
PRIVILEGED

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Becky –

Please see K under Section I. All of the redline additions are ours, so there should be no markups in those additions – only the final version of what we want to add. (See below) The only thing that should be there is the “final” redline information we added. The strikeouts and comments are our thoughts and should be removed. Particularly, in the “review all markup” (first screen shot below) and in the “reviewing pane” screen (2<sup>nd</sup> screen shot below), the comment about “phasing” still shows. These should be scrubbed/removed before it is sent to the Plaintiffs.

I’ll look at this about 5 more times while you work with K, but I think everything else is nicely scrubbed.

Thank you – Amanda

6734-1500 DRAFT SETTLEMENT AGREEMENT (A0862804x0A08D7).docx [Read-Only] - Word

Whittle, Amanda

FILE HOME INSERT DESIGN PAGE LAYOUT REFERENCES MAILINGS REVIEW VIEW

Spelling & Grammar Define Thesaurus Word Count Translate Language New Comment Delete Previous Next Show Comments Track Changes All Markup Show Markup Accept Reject Previous Next Compare Block Restrict Authors Editing Protect

Proofing Language Tracking Changes Compare Protect

I. The Defendants shall make all reasonable efforts to provide funding and other resources necessary to the implementation and achievement of the obligations under the Settlement Agreement. Defendants' failure to provide or Defendants' efforts to provide such adequate funding and resources shall not excuse and shall not limit remedies to address the failure to implement or achieve any of the obligations set forth in the Settlement Agreement.

J. If the Court does not grant final approval of the Settlement Agreement, or if appellate review of the approval of the Settlement Agreement reverses approval, then the Settlement Agreement shall become null and void.

K. Without limiting the obligations of Defendants under this Agreement in any way, it is understood and acknowledged between the parties that compliance with the Agreement and achievement of the targets set by the Agreement involves a process of performance improvement that will occur over time and multiple reporting periods. ~~The fFirst reporting period shall startsbegin on the earlier July March 31<sup>st</sup> or September 30<sup>th</sup> after this Settlement Agreement is entered /orderedby the Court. For phasing, can say "this will be monitored beginning in period 1 or beginning in period 2"~~

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II. **Class Definition, other Definitions**

A. Class Certification and Definition: Pursuant to the terms of this Settlement Agreement, this case shall be certified as a class action under Fed. R. Civ. P. 23(a) and (b)(2). The "Certified Class" shall be defined as follows: all children who are involuntarily placed in DSS foster care in the physical or legal custody of DSS either now or in the future.

B. "Class Members" shall mean a child or children in the Certified Class.

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Whittle, Amanda

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Revisions

97 REVISIONS

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shall not be construed as an admission of liability or as an admission of a violation of a federal or Constitutional right of a Class Member.

I. The Defendants shall make all reasonable efforts to provide funding and other resources necessary to the implementation and achievement of the obligations under the Settlement Agreement. Defendants' failure to provide or Defendants' efforts to provide such adequate funding and resources shall not excuse and shall not limit remedies to address the failure to implement or achieve any of the obligations set forth in the Settlement Agreement.

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PAGE 2 OF 18 6138 WORDS

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Sent: Friday, February 19, 2016 12:33 PM

To: Catone, Tony <[Tony.Catone@dss.sc.gov](mailto:Tony.Catone@dss.sc.gov)>; Whittle, Amanda <[Amanda.Whittle@dss.sc.gov](mailto:Amanda.Whittle@dss.sc.gov)>; Davis, Taron <[Taron.Davis@dss.sc.gov](mailto:Taron.Davis@dss.sc.gov)>; Pisarik, Holly <[HollyPisarik@gov.sc.gov](mailto:HollyPisarik@gov.sc.gov)>; Butch Bowers <[Butch@ButchBowers.com](mailto:Butch@ButchBowers.com)>

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Subject: FW: DSS Settlement Agreement (2/18/16 with comments removed) CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION...MEDIATION COMMUNICATION PRIVILEGED

Importance: High

Good afternoon, All:

Attached is the "scrubbed" version of the proposed amendments (with redline remaining). Please let us know if this document is ready to send to CR, Judge Duffy and the monitors today...with the caveat that Director Alford and Governor Haley still must ultimately bless any final version. Look forward to hearing from you. Thanks B

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