

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF FLORIDA  
TALLAHASSEE DIVISION**

H.G. et al.,

CASE No. 4:18cv100-RH-CAS

Plaintiffs,

v.

MIKE CARROLL, in his official capacity as  
Secretary of the Florida Department of  
Children and Families,

Defendant.

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**ORDER CERTIFYING A CLASS, FINALLY APPROVING THE  
SETTLEMENT, AND DIRECTING THE ENTRY OF JUDGMENT**

The parties to this proposed class action entered a settlement agreement at arm's length. The agreement provides for certification of a class for settlement purposes only and sets out specific obligations. The record establishes that the court has jurisdiction; that all prerequisites to certification of the proposed class have been satisfied; that procedures required by the governing constitutional and statutory provisions, rules, and order preliminarily approving the settlement have been followed; and that no objections to the settlement were asserted.

The class consists of all present and future children whose cases originate in Miami-Dade and Monroe counties who are in foster care placements. Foster care

means—in accordance with section 39.01(3), Florida Statutes (2018)—care provided to a child in a licensed foster family or boarding home, group home (as defined in the settlement agreement), agency boarding home, child care institution, or any combination thereof. This includes children who are on the run or missing from a foster care placement or who are temporarily housed. This does not include children placed with kin or fictive kin. Fictive kin is an individual unrelated to the child by birth or marriage, but with such a close emotional relationship with the child that he or she is considered family.

The named plaintiffs have adequately performed their role as class representatives. The plaintiffs' attorneys have adequately represented the class.

I find that the settlement is a fair and reasonable compromise of a bona fide dispute and fully protects the interests of class members. I find that the proposed attorney's fee, determined after arbitration as agreed, is reasonable, taking into account all relevant factors. The fee comports with the governing law.

Upon consideration of all relevant factors, and for these reasons set out in this order and on the record of the hearing on July 25, 2019,

**IT IS ORDERED:**

1. The parties' settlement agreement is amended to correct a scrivener's error, as follows: the references at page 7, § IV(B)(ii) and at page 9 § (VI)(B)(1)(ii)

to “at or above” 4.12 moves per 1,000 days are changed to “at or below” 4.12 moves per 1,000 days.

2. The settlement agreement is approved.

3. The motion for attorney’s fees, ECF No. 54, is granted. Fees and expenses are awarded in the aggregate amount of \$1,400,000.

4. The parties must comply with the settlement agreement. This injunction binds the parties and their officers, agents, servants, employees, and attorneys—and others in active concert or participation with any of them—who receive actual notice of this injunction by personal service or otherwise.

5. All claims of the named plaintiffs and class members, other than for enforcement of the settlement agreement, are voluntarily dismissed with prejudice under Federal Rule of Civil Procedure 41.

6. Jurisdiction is retained to enforce the order in paragraph 4 above.

7. The clerk must enter judgment stating, “The parties, including all class members, are ordered to comply with their settlement agreement. The court reserves jurisdiction to enforce the order to comply with the settlement agreement. All claims in this case are voluntarily dismissed with prejudice under Federal Rule of Civil Procedure 41.”

8. The clerk must close the file.

9. A party who objects to the terms of this order or the judgment to be entered based on this order must file a timely motion to alter or amend under Federal Rule of Civil Procedure 59(e).

SO ORDERED on August 5, 2019.

s/Robert L. Hinkle  
United States District Judge