



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2024-287, **Version:** 1

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A resolution authorizing the Metropolitan Department of Law to compromise and settle the claim of John Doe against the Metropolitan Government of Nashville and Davidson County in the amount of \$145,000 to be paid from the Judgments and Losses fund.

WHEREAS, John Doe filed a lawsuit (U.S. District Court Case No. 3:23-cv-00736) against the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") alleging violations of statutory rights arising out of his conditional offer of employment with the Metropolitan Nashville Police Department; and,

WHEREAS, after investigation, the Metropolitan Department of Law believes that the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that any and all claims or causes of action brought or that could have been brought by John Doe related to the events detailed above be compromised and settled for \$145,000 to be paid from the Judgments and Losses Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: The Metropolitan Department of Law is authorized to compromise and settle the claim of John Doe for the sum of \$145,000 to be paid from the Judgments and Losses Fund.

Section 2: This resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

In September 2019, John Doe applied to be a police officer with the Metropolitan Nashville Police Department ("MNPD"). In February 2020, he was offered a position with MNPD contingent on a physical examination administered by the Health Department. Part of the physical is a blood test for HIV and other blood-borne pathogens. All MNPD, Davidson County Sheriff's Office, and Nashville Fire Department applicants are subject to this testing.

Mr. Doe's bloodwork revealed that he is HIV positive. Mr. Doe learned of his HIV status in 2015 but did not disclose in his MNPD physical questionnaire that he is HIV positive and answered that he had no known HIV risk factors. He also did not indicate his HIV status during his physical examination.

In March 2020, Mr. Doe was informed that he did not pass the physical exam. He requested a waiver from the Civil Service Commission. In reviewing Mr. Doe's waiver request, Dr. Gill Wright requested Mr. Doe's medical records from his primary care physician. Instead of providing the records, Mr. Doe's physician sent a letter explaining Mr. Doe's viral load had been suppressed or undetectable during the three years that he had been under her care. She also explained that Mr. Doe was compliant with his medication and in good health and recommended him for any job.

At the time of this event, Section 8.208 of the Metropolitan Charter required that all MNPB application “meet the physical requirements for admission to either the United States Army or Navy at the time of appointment.” At that time, the armed services would not allow an HIV-positive applicant to join. Accordingly, Mr. Doe did not meet the physical requirements required by the Metropolitan Charter for appointment to the MNPB without a waiver. His waiver request was denied in April 2020.

In 2022, the Metropolitan Charter was amended at referendum to eliminate the military-based physical fitness requirements for new police officers. If Mr. Doe were to apply today for a position with the MNPB, his HIV status would not be a barrier to his employment.

The Department of Law recommends settlement of Mr. Doe’s claims for \$145,000. In addition, the Department of Law has agreed to present modifications to the medical standards for Police Officer Trainees to the Civil Service Commission on March 6, 2024, and for the current Civil Service Medical Examiner to attend a free training seminar at Vanderbilt University Medical Center regarding HIV.

Mr. Doe’s counsel has indicated that their claimed fees are more than double the amount of the settlement. This proposed settlement will avoid additional costs if Metro were to be unsuccessful in this case.

*Fiscal Note: The total settlement amount is \$145,000. This settlement, along with the settlement per Resolution No. RS2024-284, would be the 4<sup>th</sup> and 5<sup>th</sup> payment from the Judgment and Losses Fund in FY24 for a cumulative total of \$534,656. The fund balance would be \$17,549,493 after this payment.*