

**SETTLEMENT AGREEMENT AND RELEASE
BETWEEN
A CHILD'S WAITING, LLC.,
CRISSY KOLARIK,
JENNIFER MARANDO,
TODD KOLARIK,
AND
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

This Settlement Agreement and Release ("Agreement") is entered into by and between A Child's Waiting, LLC ("ACW" or "the Agency"), Crissy Kolarik, Jennifer Marando, Todd Kolarik and the Ohio Department of Job and Family Services ("ODJFS" or "the Department"), which is the state agency charged with enforcing Ohio Revised Code ("R.C.") Chapter 5103. As a result of communication between their respective counsel and representatives regarding the Notice of Opportunity for a Hearing dated March 10, 2008, ("Notice") issued to ACW, with the desire to resolve this matter without resort to a final administrative adjudicatory hearing, and without any admissions of guilt by ACW, Crissy Kolarik, Jennifer Marando, or Todd Kolarik, the parties agree to the following:

1. ACW enters into this Agreement, being fully informed of its rights afforded under R.C. Chapter 119, including the right to be represented by counsel and the right to a formal adjudication hearing on the issues set forth in the Notice. ACW acknowledges and agrees that it was duly notified of the opportunity for a hearing on ODJFS' proposed Adjudication Order to revoke ACW's certification and to deny ACW's application for recertification. ACW waives its right to appeal pursuant to R.C. Chapter 119 the allegations contained in the Notice dated March 10, 2008.
2. The terms of this Agreement constitute the entire agreement, acknowledgment and understanding between ODJFS and ACW, Crissy Kolarik, Jennifer Marando and Todd Kolarik as to the allegations, citations, and conduct described in the Notice. No modification or waiver of this Agreement shall be valid unless in writing and signed by all parties and adopted as a revised Adjudication Order as further set forth in Paragraph 26.
3. The parties agree that they will not initiate any other action in relation to any of the allegations contained in the Notice; however, this Settlement Agreement does not preclude ODJFS from issuing citations against ACW for any noncompliance with the Ohio Revised Code and/or the Ohio Administrative Code after March 10, 2008. ACW does not waive any rights it may have under federal or state law, including but not limited

to its appeal rights under R.C. Chapter 119 with respect to any future Proposed Notices of Revocation or Denial of Recertification that may be issued by ODJFS, including but not limited to any such notices which might arise from ODJFS' recertification review of ACW contemplated in Paragraphs 10 and 12 herein.

4. The parties agree that the fully executed Agreement is considered a public record as defined in R.C. 149.43. The parties further agree that any information provided under Paragraph 6 of this agreement is protected under state and federal law, including, but not limited to, R.C. 3107.17 and 45 CFR 164.502, and is not subject to disclosure as a public record.
5. The individual terms and conditions of the Agreement shall be severable and individually enforceable should any term or condition therein be determined to not be enforceable for any reason.
6. Within two days of the final signature needed to execute this agreement, the Agency will provide ODJFS with a confidential list specifically identifying the 24 adoptions currently in process. This list shall include the name of the child, the child's date of birth, the name(s) and address(es) of the prospective adoptive parents, and the name(s) and address(es) of the biological parents. The Agency will have until 3/13/09 to complete all of these adoptions. The Agency will provide ODJFS with regular monthly status reports identifying (1) the name of the child, (2) the name (if known) of the birth parents, (3) the placement date, (4) the name(s) and address(es) of the prospective adoptive parents, (5) the expected date of finalization, (6) a detailed description of any medical, dental, vision or psychological services provided to the child in the previous month or to be provided in the upcoming month, and (7) any documentation required by OAC 5101:2-42-65 or OAC 5101:2-48-17. This report on the status of these 24 adoptions is due on the first of each month following the effective date of this agreement, until all adoptions are completed.
7. The Agency's current certificate expired 9/14/07. Because a temporary certificate cannot exceed one year, a PCPA (Private Child-Placing Agency) temporary certificate will be issued to the Agency for the period 9/14/07-9/13/08. A second temporary certificate, if necessary and agreed to by ODJFS, may be issued for six months (9/14/08 to 3/13/09) to complete the adoption finalizations. If for some reason beyond the Agency's control, and despite the Agency's best efforts, it cannot complete an adoption by 3/13/09, then the Agency may be issued a temporary certificate for an additional 90 days for the period 3/13/09-6/13/09. During any extension period under this provision, the Agency will provide ODJFS with status reports for the pending adoptions on a monthly basis. These status reports shall contain the same information as described in Paragraph 6 of this Agreement. The issuance of any temporary certificate under this paragraph authorizes the Agency to provide PCPA services only to the adoptions currently in process and described in Paragraph 6.

8. If any of the adoptions are not completed by 6/13/09 the case must be transferred, at no additional expense to the adoptive parents, to another private child-placing agency (PCPA) or public children services agency (PCSA) as agreed to by the parents.
9. The Agency shall not take custody of any new children. From the date this Agreement is signed through the period of the Agency's last temporary PCPA certificate, the Agency can operate as a private non-custodial agency (PNA) subject to all relevant rules and regulations.
10. The Agency may apply for a full PNA license to take effect upon the expiration of the last temporary certificate described in Paragraph 7. Certification is based upon compliance with OAC requirements for an initial certification of a PNA.
11. The Agency shall be eligible for certification only as a PNA for a 4-year period after the signing of this agreement.
12. At the end of the 4-year period described in Paragraph 11, the Agency may apply for a PCPA certificate. Certification is based upon compliance with OAC requirements for a new PCPA.
13. During the period when the Agency is a PNA, the Agency cannot refer any children to a PCPA or PNA in which any past or present board member or director of the Agency is a board member, director, employee, has a financial interest, or receives any compensation or other financial benefit.
14. The Agency directors, Jennifer Marando and Crissy Kolarik, shall terminate all involvement with the daily activities of ACW as it relates to any of the agency's authority as a PCPA or a PNA for a 4-year period from the date of the signing of this agreement. This provision is subject to the 90 day transition period described in Paragraph 15, below, during which time the Agency directors may facilitate a transition of management. No past or present directors or governing board members of ACW can, for a period of 4 years from the effective date of this Agreement, have anything to do with any Agency business, day-to-day operations, or any decision regarding the operational requirements of the Agency or work as an employee of the Agency. The newly appointed director(s) of the Agency shall be in complete control of all ODJFS regulated functions as they relate to any authority as a PCPA or PNA. However, nothing in this Agreement shall prevent Jennifer Marando and Crissy Kolarik from retaining a financial interest in ACW or from making business decisions concerning the financial operations of ACW.
15. The ACW governing board must be replaced within 90 days of the effective date of the Agreement. In addition to the resigning board members, no family members of any past or present board member, by either blood or marriage, can be on the new board.

ACW SETTLEMENT

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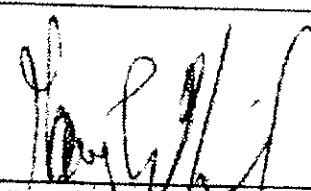
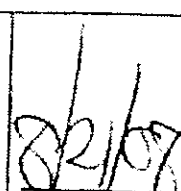
16. Jennifer Marando and Crissy Kolarik cannot be an owner, board member, director, employee, or have a financial interest in or receive any financial benefit in any other PNA or PCPA.
17. Todd Kolarik shall withdraw his PNA application and cannot reapply for certification as either a PNA or PCPA for a 4 year period.
18. The Agency must repay any and all monies owed to ODJFS for any and all JFS 1350 foster parent training reimbursement invoices that were submitted for training for individuals who had applied for and were approved for adoption only in violation of ORC 5103.0313 and O.A.C. 5101:2-5-38. The Agency agrees to provide financial information to ODJFS to determine the appropriate repayment. This repayment must occur within 30 days of the signing of this agreement.
19. The Agency must pay any and all training stipend payments owed to all eligible foster caregivers for all training sessions they successfully completed. This repayment must occur within 30 days of the signing of this agreement.
20. The Agency agrees to provide the necessary documentation to ODJFS to determine appropriate payments and repayments under Paragraphs 18 and 19 of this Agreement. This documentation shall include, but may not be limited to, a copy of the invoice(s), a copy of the check(s) and an accounting of all monies paid out under Paragraphs 18 and 19. This documentation must be received by ODJFS no later than 45 days after the signing of this agreement.
21. Any failure to meet the terms of this agreement as described in Paragraphs 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19 or 20 above, will result in an **agreed revocation** of ACW's certification. Specifically, ODJFS shall issue a Proposed Adjudication Order (aka Notice of Opportunity for a Hearing) to ACW, in accordance with RC Chapter 119, proposing to revoke ACW's license, and ACW shall waive any and all rights to a hearing on this proposed adjudication order. Thereafter, ODJFS will issue an Adjudication Order revoking ACW's license, in accordance with RC Chapter 119, and ACW shall waive any and all rights to appeal this Adjudication Order. Revocation will be effective from the date of the Adjudication Order, which will be no sooner than two weeks (14 days) from the date of ODJFS' Proposed Adjudication Order.
22. ODJFS does not waive the right to monitor ACW's compliance with all applicable R.C. and OAC requirements during any certification period. Independent of the terms agreed to above, if ODJFS finds violations of any other R.C. or O.A.C. sections, it reserves the right to take separate action —apart from the current case— against ACW, including, but not limited to, the right to initiate R.C. Chapter 119 proceedings. ACW does not waive any rights it may have under federal or state law, including but not limited to its appeal rights under R.C. Chapter 119 with respect to any future Proposed Notices of Revocation or Denial of Recertification that may be issued by ODJFS, including but not limited to

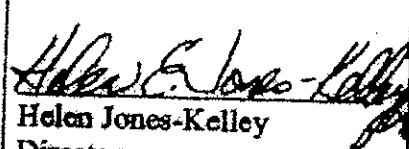



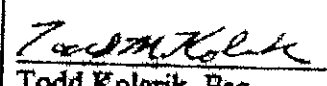
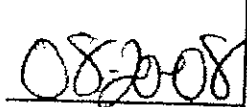
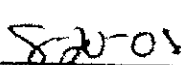
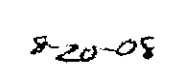
any such notices which might arise during the certification periods described in Paragraphs 7, 10 or 12 above.

23. ACW, Crissy Kolarik, Jennifer Marando and Todd Kolarik, with the intention of binding themselves and their successors in interest and assigns, hold harmless from liability and forever discharge the state of Ohio, ODJFS, and any of its directors, officers, employees, agents, and representatives, jointly and severally, personally or in their official capacities, from any and all claims that were raised or could have been raised in or relating to this matter, including, but not limited to, costs, expenses, attorney fees, and/or all other damages.
24. ACW, Crissy Kolarik, Jennifer Marando, Todd Kolarik, and ODJFS each acknowledge and agree that they have read this Agreement, understand all of its terms, expressly represent that each has the authority to enter into this Agreement individually and on behalf of their respective organizations, and have executed this Agreement voluntarily.
25. The Agency shall send all status reports required under this Agreement, all written requests for an extension of the temporary license described under Paragraph 7, and all financial information required under Paragraphs 18, 19 and 20 to the following address:

The Ohio Department of Job and Family Services
Office of Legal Services
30 East Broad Street
31st Floor, Columbus, Ohio 43215
Attn.: David J. Espinoza, Senior Staff Attorney

26. Upon execution of this Agreement, the parties will jointly notify the Hearing Examiner that they have satisfactorily resolved the matter. The parties will jointly forward a copy of the executed Settlement Agreement to the Director of ODJFS who agrees to issue an Adjudication Order adopting the terms and conditions of this Agreement and incorporating them by reference pursuant to R.C. Chapter 119. If the parties agree to amend this Agreement, the Director of ODJFS agrees to adopt the amendment and to issue a revised Adjudication Order, incorporating the amendment. The parties agree that the Adjudication Order described in this Paragraph is a final order. ACW waives its right to appeal the Adjudication Order described in this Paragraph.

 TRACY M. GREUEL (0074067) DENISE M. PLESKA (0079418) Assistant Attorneys General 30 East Broad St., 26 th Floor Columbus, Ohio 43215 614.466.8600 614.466.6090 facsimile <i>Counsel for ODJFS</i>	 8/20/08 Date	Gary L. Wimmel, Esq. (0015467) 80 South Summit Street Suite 400 Akron, Ohio 44308 330.374.1030 <i>Counsel for ACW</i>	 8/21/08 Date
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 Helen Jones-Kelley Director Ohio Department of Job And Family Services 30 E. Broad Street, 30 th Floor Columbus, Ohio 43215	 8/20/08 Date	 Jennifer Marando Co-Director  Crissy Kolarik Co-Director A Child's Waiting, LLC 3490 Ridgewood Road Akron, Ohio 44333  Todd Kolarik, Esq. 1883 Serenity Lane Copely, Ohio 44321 330.668.1050	 08-20-08 Date  8-20-08 Date  8-20-08 Date
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