

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON
COUNTY, FLORIDA

Foster Children Susan C., Cindy B.,
Javier H., and Ayesha G., minors by and
through their next friend David Abrams,
on behalf of themselves and all other
similarly situated children,

Plaintiffs,

vs.

DEPARTMENT OF CHILDREN AND
FAMILY SERVICES, STATE OF
FLORIDA

and

LUCY D. HADI, in her official capacity
as Secretary of the Department of
Children and Family Services

and

ROBERT WILLIAMS, in his official
capacity as District 2 Administrator for
the Department of Children and Family
Services,

and

BIG BEND COMMUNITY BASED CARE,
INC.,

Defendants.

CASE NO: 27-2006-CA-000766

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND DEFENDANT
BIG BEND COMMUNITY BASED CARE, INC.**

Counsel for Plaintiffs and Defendant Big Bend Community Based Care, Inc. have met
and agreed to the following:

1. Settlement of this case is not an admission of any constitutional or statutory violation, nor shall settlement be used as evidence of liability in any civil action for damages.

2. Any child under the age of 18 who is under the supervision of Big Bend Community Based Care, Inc. ("BBCBC") and who is required by BBCBC to stay overnight in any conference room, office or any other unlicensed facility in District 2A or 2B shall be deemed to be a third party beneficiary of this agreement with the contractual right to enforce this agreement pursuant to the terms and conditions described herein.

3. BBCBC shall amend its contract with the Department of Children and Families within four weeks of entry of this agreement to add a prohibition against overnight stays in offices, conference rooms or other unlicensed placements as described in this agreement absent exigent circumstances such as natural disaster or declared state of emergency in District 2A or 2B.

4. BBCBC and any successor in interest to BBCBC will not require or permit any child under the age of 18 under its supervision to stay overnight in any conference room, office, or any other unlicensed facility in District 2A and 2B absent exigent circumstances such as a natural disaster or declared state of emergency in District 2A or 2B.

5. BBCBC will inform the plaintiffs' attorneys electronically or telephonically immediately, or at the most within 24 hours, after any child under the supervision of BBCBC is placed in a conference room, office, or any other unlicensed facility in violation of this agreement, or of any waiver of licensing requirements applicable to the two-bed emergency facilities in District 2A and 2B; provided that no confidential information concerning the child will be disclosed unless authorized by the child's guardian ad litem or attorney ad litem to the extent permitted by law or otherwise ordered by a court of competent jurisdiction.

6. Counsel for Plaintiffs will have the right to visit the office, conference room, or any other unlicensed facility that has been used for the placement of any child under the supervision of BBCBC. Plaintiffs' counsel will notify BBCBC, or its counsel of the intent to make such a visit. BBCBC will provide Plaintiffs' attorneys with physical access to such a facility within 24 hours of receiving this notice.

7. This agreement shall have no impact upon the placement of a child with a person who is a relative of the child by blood, marriage, or adoption or otherwise a legal guardian to a child or as may be specifically approved by any court of competent jurisdiction.

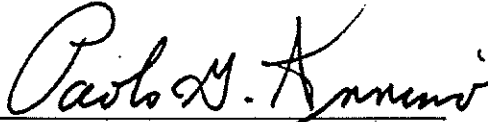
8. Within two days of the execution of this agreement, Plaintiffs will file a voluntary dismissal with prejudice of this case as it relates to BBCBC. The filing shall contain a copy of this agreement and a statement that the dismissal is based upon this agreement.

9. BBCBC shall pay to Plaintiffs the sum of Thirty Thousand dollars (\$ 30,000) in full satisfaction of Plaintiffs' or their attorneys' claims for attorneys' fees, costs and expenses.

10. This settlement agreement will terminate on January 27, 2008.

11. During the pendency of this agreement, if the Plaintiffs claim any alleged violation of this agreement, they will first give notice of the alleged violation to BBCBC and give BBCBC a reasonable opportunity to cure except in cases where a child has stayed in a conference room or office overnight, in which case the Plaintiffs will give notice to BBCBC and will give BBCBC 24 hours to cure after receipt of notice . If the Plaintiff thereafter claims that the alleged violation has not been cured, then it may pursue this alleged violation as a breach of contract action in state court in Leon County, Florida. .

This agreement is entered for the parties by:



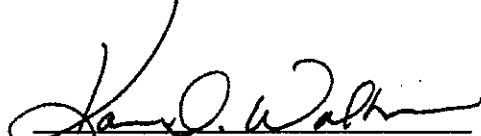
Paolo Annino, Esq. (FBN 379166)
FLORIDA STATE UNIVERSITY
CHILDREN'S ADVOCACY CENTER
425 W. Jefferson St.
Tallahassee, FL 32306
Tel: (850) 644-9930
Fax: (850) 644-5487

Michael Dale, Esq. (FBN 724149)
3305 College Ave.
Fort Lauderdale, FL 33314
Tel: (954) 262-6159
Fax: (954) 262-3835

Corene Kendrick (*pro hac vice*)
YOUTH LAW CENTER
417 Montgomery St., Ste. 900
San Francisco, CA 94104
Tel: (415) 543-3379
Fax: (415) 956-9022

ATTORNEYS FOR ALL PLAINTIFFS

August 7th, 2006



Jerome Hoffman, Esq. (FBN 258830)
Karen D. Walker, Esq. (FBN 982921)
HOLLAND & KNIGHT LLP
P.O. Drawer 810
Tallahassee, FL 32302
Tel: (850) 224-7000
Fax: (850) 224-8832

ATTORNEYS FOR BIG BEND
COMMUNITY BASED CARE, INC.
August 7th, 2006