

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made and entered into this 25th date of May, 2022 (the "Effective Date") by and among The Baptiste Group, LLC ("TBG"), Jennifer Nichols, Commissioner ("Ms. Nichols"), and the Tennessee Department of Children's Services (the "Department") (collectively, the "Parties").

RECITALS

WHEREAS, TBG owned and operated La Casa de Sidney, a facility that was licensed by the Department as a Residential Child Care Agency located in Chattanooga, Tennessee under License Number 21035.

WHEREAS, on July 1, 2021, under Tenn. Code Ann. § 37-5-514(d)(1), the Department issued an Order of Summary Suspension ("Order of Suspension"), summarily suspending TBG's license to operate La Casa de Sidney, alleging that "the health, safety or welfare of the children in the care of the Facility imperatively requires such emergency action."

WHEREAS, on TBG's timely request for review of the Order of Summary Suspension under Tenn. Code Ann. § 37-5-514(d), on July 6, 2021, Judge Phillip R. Hilliard, Administrative Law Judge, held an informal hearing reviewing the Order of Summary Suspension;

WHEREAS, on July 14, 2021, Judge Hilliard issued an Order upholding the summary suspension ("July 14, 2021 Order");

WHEREAS, on July 20, 2021, TBG filed a Verified Petition for Judicial Review styled as The Baptiste Group, LLC, v. Tennessee Department of Children's Services and Jennifer Nichols, Commissioner in the Chancery Court for the State of Tennessee Twentieth Judicial District, Davidson County, Tennessee, Docket No. 21-0691-I ("TBG's Summary Suspension Appeal") seeking further judicial review of the Order of Suspension and July 14, 2021 Order;

WHEREAS, while TBG's Summary Suspension Appeal was pending, the Department issued a Notice of Revocation, revoking TBG's License No. 21035 to operate as a Residential Child Care Agency on September 17, 2021;

WHEREAS, on September 24, 2021, TBG appealed the Notice of Revocation, which remains pending;

WHEREAS, on January 31, 2022, TBG formally requested that the Department renew TBG's License 21035, which was prior to February 27, 2022, when the License 21035 would naturally expire under its terms;

WHEREAS, on February 23, 2022, the Chancellor issued an Order in TBG's Summary Suspension Appeal, denying TBG's request for reversal of the summary suspension and reinstatement of its child care agency license;

WHEREAS, on March 25, 2022, TBG appealed the Chancellor's February 23, 2022 Order to the Tennessee Court of Appeals, which remains pending;

WHEREAS, TBG's request to renew License 21035 remains pending before the Department;

NOW THEREFORE, the Parties have decided to resolve all issues between the Parties related to License Number 21035, including the summary suspension, the revocation, and the request for renewal of the License.

AGREEMENT

1. Authorized Settlement. Pursuant to Tenn. Code Ann. § 20-13-103, the Attorney General and Reporter Herbert H. Slatery III has authorized this settlement under the terms contained herein, as shown in Approval of Compromise and Settlement attached hereto as **Exhibit A.**

2. Dismissal of Appeal. First, within seven business days of the Effective Date, TBG shall move to voluntarily dismiss any appeal from the Chancellor's February 23, 2022 order, denying TBG's request for reversal of the summary suspension and reinstatement of its child care agency license.

3. Withdrawal of Application to Renew. Second, within seven business days of completion of Paragraph 2, TBG shall withdraw its application to renew License 21035 that it made on January 31, 2022. The License 21035 will be deemed to have naturally expired by its terms on February 27, 2022.

4. Withdrawal of Revocation. Third, within seven business days of the completion of both Paragraph 2 and 3, the Department shall withdraw its Notice of Revocation. TBG and the Department shall submit an Agreed Order dismissing TBG's appeal of the Notice of Revocation within five business days of the Department withdrawing its Notice of Revocation.

5. No Future Impact. The Department shall never rely on its Summary Suspension, Revocation of TBG's License, or the reasons that form the basis of those decisions, as a basis for preventing TBG from reapplying and obtaining any license subject to the Department's licensing laws and regulations. The Department will not prevent or limit TBG, or any of its directors or members of management, from applying for a license subject to the Department's licensing laws and regulations for any period of time. License 21035 will be deemed to have naturally expired by its terms on February 27, 2022 and any agency action taken by the Department upon License 21035 prior to its expiration will be null and voided.

6. Confidential. The terms of this Agreement shall remain confidential until the Department withdraws the Notice of Revocation as outlined in Paragraph 4 of this Agreement.

7. Full Resolution. The Parties further agree and acknowledge that this written Agreement sets forth all the terms and conditions between them concerning the subject matter of this Agreement, superseding all prior oral and written statements and representations, and that there are no terms or conditions between the Parties except as specifically set forth in this Agreement.

8. Modification or Waiver. No modification or waiver of any provision of this Agreement shall be effective unless it is in writing. Any modification or waiver must be signed by authorized representatives of the Parties.

9. No Strict Interpretation Against Draftsman. Each of the Parties had the opportunity to review this Agreement and consult with counsel concerning its terms. This Agreement shall not be interpreted strictly against one party on the grounds that it drafted the Agreement.

10. Expenses. The Parties agree that each party shall bear its own expenses, including attorney's fees, and that no claim for such costs or expenses shall be made by one party against the other.

11. Authority to Settle. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties to this Agreement.

12. Governing Law. This Agreement shall be construed and governed according to the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties have executed duplicate original copies of this Agreement, with one original copy being retained by each party.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF and in agreement herewith, the Parties have caused this Settlement Agreement to be properly executed by its respective duly authorized representatives as of the final date indicate below.

THE BAPTISTE GROUP, LLC

By: [Signature]
Name: Kevin Baptiste
Title: CEO
Date: 5/25/2022

TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES

By: [Signature]
Name: Jennifer Nichols
Title: Commissioner
Date: 5/25/2022

COMMISSIONER, JENNIFER NICHOLS

By: [Signature]
Name: Jennifer Nichols
Date: 5/25/2022