

**FILED**

**MAR 12 2018**

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES** DCF Department Clerk

**DEPARTMENT OF CHILDREN AND  
FAMILIES,**

**Petitioner,**  
v.

**CASE NO. 18-0041  
RENDITION NO. DCF-18-050-FO**

**KATHLEEN MILTON, d/b/a MILTON  
FAMILY DAY CARE HOME,**

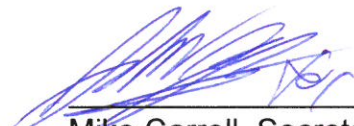
**Respondent.**

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**FINAL ORDER CLOSING FILE**

THIS CAUSE is before me for entry of a final order. The Order Closing File and Relinquishing Jurisdiction, dated February 14, 2018, states the parties entered into a Settlement Agreement on February 14, 2018. There are no further issues between the parties. This matter is closed.

**DONE AND ORDERED** at Tallahassee, Leon County, Florida, this 23<sup>rd</sup>  
day of February, 2018.

  
\_\_\_\_\_  
Mike Carroll, Secretary

**NOTICE OF RIGHT TO APPEAL**

THIS ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY A PARTY PUSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULES 9.110 AND 9.190, FLORIDA RULES OF APPELLATE PROCEDURE. SUCH APPEAL IS INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE DEPARTMENT OF CHILDREN AND FAMILIES AT 1317 WINEWOOD BOULEVARD, BUILDING 2, ROOM 204, TALLAHASSEE, FLORIDA 32399-0700, AND A SECOND COPY ALONG WITH THE FILING FEE AS PRESCRIBED BY LAW, IN THE DISTRICT COURT OF APPEAL WHERE THE PARTY RESIDES OR IN THE FIRST DISTRICT COURT OF APPEAL. THE NOTICE OF APPEAL MUST BE FILED (RECEIVED) WITHIN 30 DAYS OF RENDITION OF THIS ORDER.<sup>1</sup>

Copies furnished to the following via U.S. Mail on date of Rendition of this Order.<sup>2</sup>

Lisa Ajo,  
Assistant Suncoast Regional Counsel  
Department of Children and Families  
9393 N. Florida Ave., Ste. 900  
Tampa, FL 33612

Claudio Llado, Clerk  
Division of Administrative Hearings  
Three DoSoto Building  
1230 Apalachee Parkway  
Tallahassee, FL 32399

Kelly Richard High, Esquire  
Bush Ross, Attorneys at Law  
PO Box 3913  
Tampa, FL 33601-3913

  
\_\_\_\_\_  
Lacey Kantor, Agency Clerk

<sup>1</sup> The date of the "rendition" of this Order is the date that is stamped on its first page.

<sup>2</sup> The date of "rendition" of this Order is the date that is stamped on its first page.

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

**DEPARTMENT OF CHILDREN AND  
FAMILY SERVICES,**

**Petitioner,**

**vs.**

**CASE NO.: 18-0041**

**KATHLEEN MILTON d/b/a/  
MILTON FAMILY DAY CARE HOME,**

**Respondent.**

\_\_\_\_\_ /

**JOINT NOTICE OF FILING SETTLEMENT AGREEMENT**

Comes Now, Petitioner, Department of Children and Family Services (herein after "Department"), and Respondent, Kathleen Milton d/b/a Milton Family Day Care Home, by and through their respective attorney of record, provide notice to the Court that this case is resolved and the parties have executed a Settlement Agreement, attached herein.

Dated this 14th day of February 2018.

Respectfully Submitted,

  
\_\_\_\_\_  
Lisa E. Ajo  
FBN: 1000536  
Assistant SunCoast Regional Counsel  
Department of Children and Families  
9393 N. Florida Ave., Suite 900  
Tampa, FL 33612  
Tel.: 813-558-5510  
Fax: 813-558-5514  
[lisa.ajo@myflfamilies.com](mailto:lisa.ajo@myflfamilies.com)

  
\_\_\_\_\_  
Kelly High  
FBN: 153125  
Attorney for Respondent, Kathleen Milton  
Bush Ross  
1801 North Highland Ave  
Tampa, FL 33602  
Tel.: (813) 224-9255  
Fax: (813) 223-9620  
[khigh@bushross.om](mailto:khigh@bushross.om)

NOTICE OF FILING SETTLEMENT AGREEMENT  
18-0041

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by eService to: Honorable Elizabeth W. McArthur, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, FL, 32399-3060; Kelly High, attorney for Respondent, at Khigh@bushross.com, this 14th February 2018.



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Lisa E. Ajo  
Assistant SunCoast Regional Counsel  
FBN: 1000539

Department of Children and Families  
393 N. Florida Ave, Suite 900  
Tampa, FL 33625  
T: 813-558-5510  
F: 813-558-5514  
Lisa.Ajo@myflfamilies.com

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

**DEPARTMENT OF CHILDREN AND FAMILIES,**

**PETITIONER**

**vs.**

**Case No. 18-0041**

**KATHLEEN MILTON d/b/a  
MILTON FAMILY DAY CARE HOME,**

**RESPONDENT.**

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**SETTLEMENT AGREEMENT**

COMES NOW, The Department of Children and Families, Petitioner, and Kathleen Milton d/b/a Milton Family Day Care Home, Respondent, and agree to settle this matter as follows:

**RECITALS**

WHEREAS, on December 4, 2017, Petitioner issued an Administrative Complaint against Respondent located at 1741 Regal Mist Loop, Trinity, Florida 34655, wherein the Petitioner alleged that on August 21, 2017, Respondent committed four Class I violations in relation to Respondent's operation of a licensed family home day care, and as a result the Petitioner proposed to revoke Respondent's license #F06PA0264 and impose a \$2,000.00 fine for the alleged violations (\$500.00 per each violation);

WHEREAS, KATHLEEN MILTON is the owner and operator of Milton Family Day Care Home;

WHEREAS, Respondent timely denied the allegations asserted in the Administrative Complaint and requested an administrative hearing;

WHEREAS, the parties have agreed to settle this matter on the terms and conditions set forth below.

**TERMS**

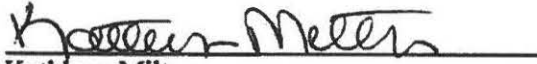
1. It is understood and agreed that this Agreement is a full compromise of a disputed claim and that the Agreement shall not be construed as an admission of liability.

2. Effective immediately, Respondent hereby voluntarily relinquishes her license #F06PA0264, to operate a family day care home at 1741 Regal Mist Loop, Trinity, Florida 34655, and cease all child care operations at this location.

3. Respondent withdraws her request for administrative hearing.
4. The Petitioner hereby withdraws the Administrative Complaint and associated administrative fines.
5. In the future, should Respondent, or corporate structure she controls, owns or operates, or serves as director of, apply to operate a licensed child care facility, licensed day care home, large family day care home, or registered day care home, the Department may consider and use any and all of the facts and issues raised in the underlying litigation when deciding whether or not to grant or to deny any such applications or registration. This language does not preclude Respondent from leasing any property they own to another child care provider, provided Respondent is not an owner, operator, employee or director of any such facility.
6. Respondent hereby release and forever discharge the Department and its employees liable or who might be claimed to be liable, from, and covenants never to sue or charge any of them with respect to, any and all charges, claims, demands, damages, actions, causes of action, or lawsuits of any kind or nature whatsoever, whether in law or equity, known or unknown, matured or unmatured, asserted or unasserted, suspected or unsuspected, including, but not limited to: any claims, rights or demands arising out of any oral or written contractual relationship; any and all claims, rights or demands, liabilities, damages, expenses, actions, causes of actions or suits of any kind whatsoever; and any rights, claims, or demands pertinent to any local, state or federal regulation or law, including but not limited to common law or statutory claims of any kind whatsoever, tort claims, common law or statutory claims of any kind whatsoever, incidental or consequential claims or damages, expenses incurred, litigation expenses, court costs, attorneys' fees, and any and all other damages or statutory sums whatsoever, known or unknown, compensatory or punitive, which Respondent may have had or may now or hereafter have or raise, from the beginning of time until the date of execution of this Settlement Agreement as to the Department concerning or relating to this case.
7. The parties enter into this agreement freely and voluntarily and intend to be bound by the terms hereof as evidenced by their signatures and effective as dated below.
8. This Settlement Agreement constitutes the entire agreement between the parties.
9. The parties agree to pay their own attorney's fees and costs and hereby waive any claims for attorney's fees and costs that could be brought in law or equity.
10. Upon the filing of this settlement agreement with the DOAH, the parties agree to the entry of a recommended order and final order approving this settlement agreement and cancelling the final hearing.

Agreed to by:

**For the Respondent:**



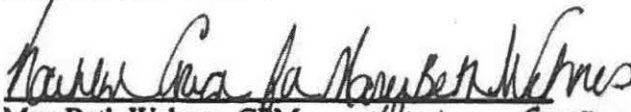
Kathleen Milton  
Owner/Operator of Milton Family Day Care Home  
1741 Regal Mist Loop, Trinity, Florida 34655  
Respondent

Date: 1/31/18

\_\_\_\_\_  
Kelly High, Esq.  
Attorney for Respondent  
Florida Bar No.: 153125  
Bush Ross  
1801 North Highland Avenue  
Tampa, Florida 33602

Date: \_

**For the Department:**



May Beth Wehnes, CPM - Kathleen Cowan  
Regional Safety Program Manager Family Safety Manager  
Department of Children and Families  
9393 N. Florida Ave, Suite 500  
Tampa, FL 33612  
Authorized Representative for Petitioner

Date: 02/14/18

\_\_\_\_\_  
Lisa E. Ajo, Esq.  
Assistant Regional Counsel  
Florida Bar No.: 1000539  
Department of Children and Families  
9393 N. Florida Ave, Suite 900  
Tampa, FL 33612

Date: \_