

APR 15 2022

DCF Department Clerk

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

DEPARTMENT OF CHILDREN
AND FAMILIES,

Petitioner,

CASE NOs. 22-0134

22-0136

22-0154

v.

RENDITION NO. DCF-22-067-FO

HAPPY ACRES RANCH,

Respondent.


_____ /

FINAL ORDER CLOSING FILE

THIS CAUSE is before the Department of Children and Families for entry of a Final Order. The Order Closing File and Relinquishing Jurisdiction, dated February 21, 2022, indicated that the parties reach a settlement agreement that resolves all disputed issues in these cases. The settlement agreement is attached as Attachment "A." As such, this matter is closed.

DONE AND ORDERED in Tallahassee, Leon County, Florida, this 15 day of

April
March, 2022.



Molly McKinstry, Chief of Staff

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 2415 NORTH MONROE STREET, SUITE 400, TALLAHASSEE, FLORIDA 32303, 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.¹

Copies furnished to the following via U.S. or Electronic Mail, as indicated below, on date of Rendition of this Order.

David Tucker, Esq.
Chief Regional Counsel
Department of Children and Families
David.Tucker@myflfamilies.com
Counsel for the Department

Julie Vanessa Nelson
Happy Acres Ranch
7117 Crane Avenue
Jacksonville, FL 32216
julienhappyacres@gmail.com
Pro se Respondent


Danielle Thompson, Esq.
Agency Clerk

¹ The date of the "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
FAMILIES**

PETITIONER,

vs.

**Case Nos 22-0134
22-0136
22-0154**

HAPPY ACRES RANCH

RESPONDENT

NOTICE OF SETTLEMENT AND VOLUNTARY DISMISSAL

The State of Florida, Department of Children of Families (“DCF”), shows that the parties have settled this matter as indicated in that certain settlement agreement attached hereto and incorporated herein by reference. Pursuant to Fla. R. Civ. P. 1.420(a), DCF therefore voluntarily dismisses its petition in this matter, and prays for an order reflecting that this matter has been dismissed, cancelling all hearings and other proceedings in this matter, and closing the division’s file.

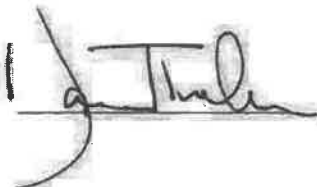
Respectfully submitted



David G. Tucker
Fla. Bar ID 0701327
Counsel for DCF
5920 Arlington Expressway
Jacksonville, FL 32231-0083

CERTIFICATE OF SERVICE

I certify that the foregoing was served upon Respondent at Julie Nelson julienhappyacres@gmail.com this 9 February 2022



**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

**DEPARTMENT OF CHILDREN AND
FAMILIES**

PETITIONER,

vs.

**Case Nos 22-0134
22-0136
22-0154**

HAPPY ACRES RANCH

RESPONDENT

SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between Happy Acres Ranch (“Daycare”), and the State of Florida, Department of Children and Families, (“DCF”), for the purposes of settling, resolving, compromising and concluding the above-styled administrative litigation, arising from Administrative Complaints 2021-C04DU0168-01, filed on or about June 8, 2021 (“June 8 Complaint”); 2021-C04DU0168-02, filed on or about October 8, 2021 (“October 8 Complaint”); and 2021-C04DU0168-03, filed on or about October 19, 2021 (“October 19 Complaint”). Daycare and DCF hereby agree to the following:

1. DCF has jurisdiction over Daycare by virtue of the provisions of Sections 402.301 – 402.319, Florida Statutes.
2. Daycare is licensed to operate Daycare under License # C04DU0168, located at, 7117 Crane Avenue, Jacksonville Florida, as a Child Care Facility in compliance with Chapter 402, Florida Statutes, and Fla. Admin. Code Rule 65C-22.

4. In the interest of resolving the Complaint, DCF and Daycare choose to resolve and compromise this case as set forth herein.
5. Daycare admits the factual and legal allegations of the June 8 Complaint, as set out in paragraphs 3-5 of the June 8 Complaint.
6. Daycare agrees to pay, and DCF agrees to accept, the sum of \$100.00 (one hundred dollars) as a fine for the admitted violations set out in the June 8 Complaint. Notwithstanding any other provision herein, Daycare understands and acknowledges that failure to pay the fine will result in non-renewal of its license to operate a child care facility.
7. Daycare understands and agrees that this Settlement Agreement, when executed, will count against its licensing record as Daycare's second late renewal application within five years as more fully alleged in the June 8 Complaint.
8. Daycare admits the factual and legal allegations of the October 19 Complaint, as set out in paragraphs 3-5 of the October 19 Complaint. The violation will be dated to have occurred on the date alleged in the October 19.
9. Daycare agrees to pay, and DCF agrees to accept, the sum of \$50.00 (fifty dollars) as a fine for the admitted violations set out in the October 19 Complaint. Notwithstanding any other provision herein, Daycare understands and acknowledges that failure to pay the fine will result in non-renewal of its license to operate a child care facility.
10. Daycare understands and agrees that this Settlement Agreement, when executed, will count against its licensing record as Daycare's second (2nd) Class II violation of Child Care Facility Standards Classifications Summary # 3.1 Ratio within a two-year period.

11. Daycare has provided an explanation of the circumstances of the violations alleged in paragraphs 3-5 of the October 8 Complaint and DCF has determined that Daycare's explanation is sufficient to establish that the alleged violation did not occur. DCF therefore agrees to rescind and void the violation noted in the inspection report.

12. In consideration of the forgoing admissions, promises, and undertakings by Daycare, and upon receipt of an executed copy of this Settlement Agreement from Respondent, DCF agrees to issue a Notice of Settlement and Voluntary Dismissal of this matter from the Division of Administrative Hearings. DCF agrees to dismiss and rescind the violation alleged in the October 8 Complaint.

13. This settlement agreement does not constitute a waiver or compromise of any violations other than those specified in the Complaint

14. Daycare hereby waives any rights it might have to any hearing to which it might be entitled under Chapter 120, Florida Statutes as to the September 4 Complaint.

15. This agreement encompasses the entire understanding between the parties to this matter and there are no undertakings of the parties to each other relative to this matter that are not set forth herein .

16. This agreement shall become effective immediately upon the execution of the last signature.

17. The parties represent, each to the other, that the individuals executing this Settlement Agreement have the requisite authority to enter this agreement and bind their respective principals to its terms and conditions.

19. Each party shall bear its own costs and attorney fees.

M. Ramoutar
Mala Ramoutar
Child Care Regulation, Safety Program
Manager
Florida Department
of Children and Families
5920 Arlington Expressway
Jacksonville, Florida, 32211

Date: 2.09.2022

Julie Nelson
Julie Nelson
Director
Happy Acres Ranch, Inc.
7117 Crane Ave,
Jacksonville, FL 32216

Date: 02/09/2022