

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

C.H., *et al.*, )  
)  
Plaintiffs, )

vs. )

No. 1:09-cv-1574-SEB-MJD

JAMES W. PAYNE, in his official )  
Capacity as Director of the )  
Indiana Department of Child Services, )  
)  
Defendant. )

THE INDIANA ASSOCIATION OF )  
RESIDENTIAL CHILD CARE )  
AGENCIES, INC., d/b/a IARCCA, )  
An Association of Children and Family )  
Services ("IARCCA"), )

Plaintiff, )

*Formerly, 1:09-cv-1580 WTL-DML  
(Consolidated with 1:09-cv-1574 for  
pretrial purposes only)*

THE INDIANA DEPARTMENT OF )  
CHILD SERVICES and )  
JAMES W. PAYNE, director, in his )  
Official capacity, )

Defendants. )

**STIPULATION RESOLVING PENDING MOTIONS**

Defendants Department of Child Services and Director James Payne (collectively "DCS") and Plaintiff IARCCA (all three collectively the "Parties") resolve pending motions by stipulating as follows:

1. On June 15, 2012, the Indiana Department of Administration withdrew, at DCS's request, the Request for Proposals ("RFP") relating to residential care (No. 12-99) in accordance with the parties' agreement in principal.

2. Within seven days of the Court's approval of this Stipulation, IARCCA shall withdraw without prejudice its Motion to Enforce Settlement Agreement and Supplement to Motion for Preliminary Injunction (Dkt. #120).

3. Within seven days of receiving notice of approval of this Stipulation, IARCCA shall withdraw without prejudice its Motion for Preliminary Injunction (Dkt. #97) and Amended and Supplemental Verified Complaint (Dkt. #96) and DCS shall withdraw without prejudice its Motion to Strike (Dkt. #104).

4. The Parties stipulate and the Court orders as indicated by its approval of the stipulation, that either of them may "enforce any breach of [the Parties' February 9, 2011 Settlement] Agreement or applicable law in this court" (as stated in Paragraph 4(c) of the Settlement Agreement), without having to exhaust administrative remedies, until September 30, 2012.

5. The Parties further stipulate that if neither party files alleging a breach under paragraph 4 above on or before September 30, 2012, the Parties shall sign and file a Stipulation of Dismissal with prejudice within ten business days thereafter.

/s/ Wayne C. Turner

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APPROVED AND ORDERED

Dated: 06/29/2012



Mark J. Dinsmore  
United States Magistrate Judge  
Southern District of Indiana

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