

**RESOLUTION NO. 26-0643
APRIL 14, 2026**

**RESOLUTION AUTHORIZING PAYMENT BY WARRANT TO ALLIANCE
DEFENDING FREEDOM FOR ATTORNEY FEES AND COSTS IN THE
AMOUNT OF \$120,460.**

WHEREAS, a civil action was filed in the United States District Court against Montgomery County captioned Gracehaven, Inc. vs. Montgomery County Department of Job and Family Services, et al. Case No. 3:24-cv-00325-MJN-CHG; and

WHEREAS, the Board of County Commissioners and its attorney have determined it is in the best interest of all of the parties concerned to bring this matter to resolution by way of an out of court settlement.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Montgomery County, Ohio hereby resolve any and all claims in the above-referenced civil action, upon the terms and conditions recited in the Settlement Agreement, and that payment by warrant to Alliance Defending Freedom for attorney fees and costs as set forth in the attached settlement agreement in the amount of \$120,460 be and is hereby authorized.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio website at <http://www.mcoho.org/>

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CERTIFICATE

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Ms. McDonald, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Ms. McDonald, aye; Mrs. Rice, aye: Carried.



I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 14th day of April, 2026.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

A handwritten signature in cursive script that reads "Mary Zoeller". The signature is written over a horizontal line.

Mary Zoeller, Clerk
Board of County Commissioners
Montgomery County, Ohio



**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

GRACEHAVEN, INC.,

Plaintiff,

v.

**MONTGOMERY COUNTY
DEPARTMENT OF JOB AND FAMILY
SERVICES; MICHELLE NIEDERMIER,**
in her official capacity as the Director of the
Montgomery County Department of Job and
Family Services; **BRYNN McGRATH,** in
her official capacity as the Associate
Director of the Montgomery County
Department of Job and Family Services; and
JUDY DODGE, MARY McDONALD, and
CAROLYN RICE, in their official
capacities as the Montgomery County Board
of Commissioners,

Defendants.

Case No. 3:24-cv-00325-MJN-CHG

Judge Michael J. Newman
Magistrate Judge Caroline H. Gentry

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on the date set forth below between Plaintiff Gracehaven, Inc. and its successors and assigns (“Gracehaven”), and Defendants Montgomery County Department of Job and Family Services, Michelle Niedermier, Brynn McGrath, Judy Dodge, Mary McDonald, and Carolyn Rice (collectively “the Parties”).

RECITALS

1. In December 2024, Plaintiff Gracehaven, Inc. sued Defendants for violation of Gracehaven’s rights under the United States and Ohio Constitutions in the United States District Court for the Southern District of Ohio, as captioned above. Gracehaven requested a preliminary and permanent injunction, damages, and declaratory relief.

2. On April 21, 2025, the Court granted Gracehaven a preliminary injunction, enjoining Defendants from (A) “refusing to enter into the New Contract (Doc. No. 1-5) or any

other agreement (current or future) with Gracehaven because the ministry employs only individuals who share and live out its religious beliefs and practices”; and (B) “denying or withholding public funds—including Title IV-E funds—from Gracehaven because Gracehaven employs only coreligionists.” Doc. 27 at PageID 529.

3. Consistent with the Preliminary Injunction Order, Gracehaven and Defendants executed a contract for substitute care services on June 10, 2025. That contract expired on December 31, 2025.

4. Consistent with the Preliminary Injunction Order, the Parties executed another contract for substitute care services that expires on December 31, 2027.

5. The Parties share the mutual desire to resolve this action and to avoid protracted and expensive litigation.

6. The Parties agree that converting the language of the Preliminary Injunction to a permanent agreement (and together with the payment of attorneys’ fees) is the most efficient and straightforward way to resolve the rest of this case.

7. The Parties agree that this Settlement Agreement has been negotiated by the Parties in good faith, is consistent with applicable law, and is fair and reasonable.

TERMS

1. Defendants—including their agents, representatives, and employees—agree that they will not cancel or refuse to enter into any contract for substitute care services, or any other agreement (current or future), with Gracehaven because the ministry employs only individuals who share and live out its religious beliefs and practices (*i.e.*, coreligionists).

2. Defendants—including their agents, representatives, and employees—agree that they will not deny or withhold public funds—including Title IV-E funds—from Gracehaven because Gracehaven employs only coreligionists.

3. Non-retaliation. Defendants—including their agents, representatives, and employees—shall not take any adverse action against Gracehaven in retaliation for (a) filing this

lawsuit; (b) obtaining a Preliminary Injunction; or (c) exercising its rights under the United States Constitution, the Ohio Constitution, or this Settlement Agreement.

4. Defendants agree to pay \$120,460 in attorneys' fees and costs to Gracehaven's attorneys, Alliance Defending Freedom, within forty-five (45) days of the date that this Agreement is signed.

5. Upon execution of this Settlement Agreement, Plaintiff agrees to file a stipulation of dismissal—signed by the Parties, *see* Fed. R. Civ. P. 41(a)(1)(A)(ii)—of this lawsuit against Defendants with prejudice (Case Number 3:24-cv-00325-MJN-CHG). Each Party shall bear its own fees and costs, except as expressly provided in this Settlement Agreement executed by the Parties.

6. The Court's Continuing Jurisdiction for Enforcement. The Parties mutually agree that the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement. The Parties agree that their stipulation of dismissal shall ask the Court to retain such jurisdiction by entering a dismissal entry stating that the Court retains jurisdiction to enforce this Settlement Agreement.

7. Each undersigned party below certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Settlement Agreement, and to legally bind such party to this Settlement Agreement.

8. This Settlement Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement, and facsimile, PDF or scanned versions of a Party's signature will have the force of an original signature.

SIGNATURES IN AGREEMENT TO THE ABOVE TERMS

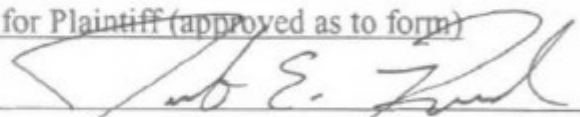
Plaintiff

Gracehaven, Inc.

By: 

Dated: 3/15/2026

Counsel for Plaintiff (approved as to form)

By: 

Dated: 3/17/2026

Defendants

Michelle Niedermier, in her official capacity as Director of the Montgomery County Department of Job and Family Services, on behalf of the County Department of Job and Family Services

By: Michelle Niedermier
DocuSigned by: 6251EEB57A98452...

Dated: 4/3/2026

Michael Colbert, Montgomery County Administrator, on behalf of and with legal authority to bind the Montgomery County Board of Commissioners

By: Michael B Colbert
Signed by: F5E2F67A7582450...

Dated: 4/14/2026

Counsel for Defendants (approved as to form)

By: Ward Barrentine
FF3309E1071549E...

Dated: 4/3/2026