

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

JUDY HYMAN,

Petitioner,

vs.

CASE NO: 502003CA013221XXOCAB

ARTHUR JOHNSON, Superintendent of The Palm Beach County School District, Palm Beach County, Florida, and VICKI McGEE, as Records Custodian,

Respondents.

IN THE DISTRICT COURT OF APPEAL FOR THE FOURTH DISTRICT STATE OF FLORIDA

JUDY HYMAN,

Appellant,

vs.

CASE NO. 4D05-2453

ARTHUR JOHNSON, Superintendent of The Palm Beach County School District, Palm Beach County, Florida, and VICKI McGEE, as Records Custodian,

Appellees.

SETTLEMENT AGREEMENT

This Settlement Agreement is dated as of the date of execution of the last executing party below (hereinafter referred to as the "Effective Date") by and between Plaintiff, JUDY HYMAN ("HYMAN"), and Defendants, ARTHUR JOHNSON ("JOHNSON"), Superintendent of The Palm Beach County School District, Palm Beach

County, Florida, and VICKI McGEE ("McGEE"), as Records Custodian, and the Palm Beach County, Florida School Board ("SCHOOL BOARD").

WHEREAS, the parties wish to amicably fully resolve all issues between them pertaining to any claims made in this litigation by HYMAN against JOHNSON, Superintendent of The Palm Beach County School District, McGEE, as Records Custodian, and the SCHOOL BOARD.

NOW therefore, in consideration of the terms of this Agreement and the mutual promises, undertakings and covenants set forth below, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment and other consideration referenced herein are not to be construed as an admission of liability or contractual obligation by either party or any finding of fault by any party, by whom liability or obligation is expressly denied.

2. In consideration for the parties' execution of this Agreement, and their obligations under this Agreement, the parties agree that they shall each take nothing from the other in relation to this litigation.

3. It is understood by HYMAN that this Agreement does not become final or binding upon the SCHOOL BOARD, McGEE or JOHNSON, Superintendent of The Palm Beach County School District, until approved by the BOARD at a public meeting, which is currently scheduled for December 7, 2005.

4. Within ten (10) days of receipt by HYMAN of the fully executed copy of this Agreement, HYMAN agrees: a) to file with the circuit court a dismissal with prejudice in Case No. 502003CA013221XXOCAB of JOHNSON, McGEE, the SCHOOL BOARD, and its employees, b) file in this action with the circuit court a Notice of Withdrawal with Prejudice of her Motion for Attorneys' Fees, and 3) file with the Fourth District Court of Appeal a voluntary withdrawal with prejudice of her Appeal in Case No. 4D05-2453, and JOHNSON and McGEE agree to file in this action with the circuit court a Notice of Withdrawal with prejudice of their Motions for attorneys' fees and costs.

5. The parties represent that they are not aware of any other claims that the parties have or may have against each other or their agents arising out of this litigation, HYMAN's November 10, 2003 public records request with the SCHOOL BOARD which was the subject matter of this lawsuit, or any issues involved in negotiation and execution of this Settlement Agreement and that they do not intend to assert any of these potential claims.

6. Within ten (10) days after the filing of the two dismissals by HYMAN as referenced above in paragraph 4, JOHNSON and McGEE shall execute and have recorded with the Clerk of Palm Beach County Court, and any other applicable location, a full and final Satisfaction of the Judgment in this action.

7. Each party to this Agreement will bear her/his/its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in or otherwise related to this Settlement.

8. Each party attests that she/he/it has read the within Settlement Agreement (or has had the same read to him/it), knows and understands same, has entered into this Settlement Agreement freely and voluntarily, and without coercion, and intends to be bound by the terms and conditions hereof, and waives any right to appeal any final judgment or order entered pursuant to the terms hereof.

9. This Agreement contains the entire agreement and understanding between the parties hereto. The terms of this Agreement are contractual and not a mere recital and shall be binding upon and inure to the benefit of the executors, administrators, representative, heirs, beneficiaries, agents, attorneys and assigns of each.

10. The parties agree that no other representations or promises shall be binding on the parties except the representations and promises contained in this Agreement or in some future writing signed by both parties stating such representations or promises.

11. The parties agree that the failure of either party to insist on strict performance of any covenant, or condition herein shall not be construed as a waiver of such covenant or conditions for any insistence. This Agreement cannot be modified, amended or terminated except by written Agreement signed by all of the parties hereto.

12. The parties shall exchange executed copies of this Agreement immediately after the signatures have been obtained. Three original copies signed by HYMAN shall be provided to JOHNSON's and McGEE's counsel sufficiently prior to the SCHOOL BOARD's meeting on this matter on December 7, 2005.

IN WITNESS WHEREOF, the parties have set their hands and seals this 29

day of November, 2005.


Judy Hyman
JUDY HYMAN

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29 day of November, 2005, before me personally appeared, and was personally known to me _____ or provided sufficient identification, JUDY HYMAN, and she duly executed same in my presence.

IN TESTIMONY THEREOF, I have unto set my hand and affixed my notary seal on the date and year first written above.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
 Kathleen M. Mannes
Commission # DD432287
Expires: JUNE 10, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Kathleen M. Mannes
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/10/09

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Thomas Lynch, Chairman

Date: _____

Arthur C. Johnson, Ph.D., Superintendent

Date: _____

Vicki McGee, Records Custodian

Date: _____

"Reviewed & Approved As To
Legal Form and Sufficiency"
Bruce A. Harris, Esq.