

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 04-80040-CIV-DIMITROULEAS/TORRES

DONALD PERSSON,)
)
Plaintiff,)
)
vs.)
)
SCHOOL BOARD OF PALM BEACH)
COUNTY, FLORIDA, and PREMIER)
BEHAVIORAL SOLUTIONS, INC.,)
)
Defendants.)

SETTLEMENT AGREEMENT – ATTORNEYS’ FEES AND COSTS

Plaintiff, DONALD PERSSON, and Defendant, SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (“SCHOOL BOARD”), hereby settle the matter as to the amount and payment of fees and costs to Plaintiff’s attorneys as follows:

WHEREAS, the parties wish to amicably fully resolve all issues between them pertaining to any claims made in this litigation by DONALD PERSSON against the SCHOOL BOARD¹.

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. Defendant SCHOOL BOARD shall pay to Plaintiff, through his attorneys, the amount of \$102,500.00 within forty-five (45) days following approval of this Agreement by the

¹ It is acknowledged that PERSSON previously settled this matter with Premier Behavioral Solutions, Inc. and that

School Board. . Payment shall be made to the Chamblee, Johnson & Haynes, P.A. (CJH) Trust Account. PERSSON's counsel CJH shall immediately, upon approval of this Agreement, forward to the SCHOOL BOARD's counsel a signed W-9 Request for Taxpayer (employer) identification number. The check will be forwarded from the SCHOOL BOARD to CJH.

2. Said amount fully and finally resolves all matters related to payment of fees and costs by Defendant SCHOOL BOARD to Attorneys for Plaintiff in the above captioned matter. All other matters have been resolved and Plaintiff has received payment in full for his damages.

3. It is the parties' intention that this settlement shall resolve any and all disputes and issues between the parties concerning the payment of fees and costs in the above referenced action. A Joint Stipulation for Dismissal with Prejudice of this Action shall be filed with the Court by Plaintiff within ten (10) days of receipt of payment as set forth in paragraph one (1) above.

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

5. Except as stated within this Agreement, each party to this Agreement will bear 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.

6. 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, representatives, heirs,

he has no claims against Premier.

beneficiaries, agents, attorneys and assigns of each. No other contract, representation, promise or inducement has been made to Plaintiff's attorneys other than as set forth herein.

7. Venue of any litigation between the parties related to the enforcement of this Agreement shall be in Palm Beach County, Florida, and the laws of the State of Florida shall govern this Agreement.

8. If a party believes another party is in breach of this Agreement, that party shall send the other party's counsel notice of said breach and provide a reasonable period of time to cure. In any litigation necessary for the enforcement of the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees, and costs of the action.

9. It is understood and agreed that, should any provisions of this Agreement or any part thereof, be rendered or declared invalid by any decree of court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

10. This Agreement constitutes a full and final release of the SCHOOL BOARD and its agents regarding this matter, and embodies the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. This Agreement cannot be modified, amended or terminated except by written Agreement signed by all of the parties hereto. 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.

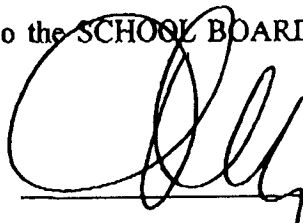
11. Plaintiff's counsel represents that he has the authority of his client, the Plaintiff, to enter into this Agreement and execute same on his client's behalf.

12. Each party attests that 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.

13. The foregoing Agreement is subject to and contingent upon approval by the Superintendent of Schools, his recommendation to the School Board, and approval by the School Board at a Public Meeting.

14. The parties shall exchange executed copies of this Agreement immediately after the signatures have been obtained. Three original copies signed by Plaintiff's counsel shall be provided to Defendant's counsel sufficiently prior to the SCHOOL BOARD's approval meeting on this matter.

2/27/06
DATE



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Florida Bar No. 997447
Attorney for Plaintiff

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Thomas Lynch, Chairman

Date: _____

Arthur C. Johnson, Ph.D., Superintendent

Date: _____