

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA**

**GARY R. GRUMBLEY, Individually
and as father and next friend of
NICHOLAS R. GRUMBLEY, a minor,**

Plaintiffs,

vs.

CASE NO.: 2004-CA-011700-NC

**DISTRICT SCHOOL BOARD OF
SARASOTA, COUNTY, FLORIDA,**

Defendant.

MEDIATED SETTLEMENT AGREEMENT

April 5, 2006

Having engaged in a confidential and privileged mediation conference on the above-referenced date, the parties hereto agree as follows:

- 1. TERMS OF SETTLEMENT.** As consideration for this Mediated Settlement Agreement, Defendant will pay to Plaintiff the sum of \$40,000.00 on the following terms and conditions:
 - a. Legal counsel for Plaintiff hereby confirms that it will not disburse any of the settlement amount until any and all medical bills, claims, liens, and subrogated interests have been satisfied.
 - b. By no later than April 18, 2006, Defendant gives preliminary obtain approval of his Mediated Settlement Agreement.
 - c. By no later than May 2, 2006, Defendant gives its final approval to this Mediated Settlement Agreement.

d. Plaintiff will obtain court approval of this Mediated Settlement Agreement.

~~In addition to the foregoing, Plaintiff agrees to indemnify and hold Defendant harmless from and against all medical bills, claims, liens and subrogated interests.~~

(18)
AA
ASH
BP
TC

e. Simultaneously with final court approval of this Mediated Settlement Agreement, this suit will be dismissed with prejudice, each party to bear its own costs and fees, and Plaintiff (individually and on behalf of Nicholas R. Grumbley) and Teresa Grumbley will execute a general release of Defendant.

2. AUTHORITY. By executing this Mediated Settlement Agreement, each party or representative of a party represents that they have full authority to execute this Mediated Settlement Agreement either on their own behalf or on behalf of their principal as the case may be.

3. CONFIDENTIALITY. Except as disclosure is required by law, the terms and conditions of this Mediated Settlement Agreement shall remain confidential among the parties hereto provided, however, that said parties may discuss this Mediated Settlement Agreement with their spouses, attorneys, business partners, boards of directors, accountants and with such other persons as have a true and legitimate need to know of the contents hereof. The terms and conditions of this Mediated Settlement Agreement shall not be disclosed to third parties who have no involvement in this dispute or who have no legitimate need to know of the information set forth herein.

4. ENFORCEMENT/PREVAILING PARTY FEES. In the event that any party hereto seeks to enforce this Mediated Settlement Agreement in a court of law or equity, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and court costs, including paralegal fees, incurred in enforcing this Mediated Settlement

Agreement through all appeals.

5. COMPLETE AGREEMENT. This Mediated Settlement Agreement represents the full and complete agreement of the parties hereto relative to the matters addressed herein and may not be modified or altered except by an instrument in writing signed by all parties hereto.

6. FURTHER ACTION/COOPERATION. The parties hereto and their legal counsel agree to cooperate with one another and to assist one another to effectuate the intention of this Mediated Settlement Agreement particularly with regard to the prompt preparation of all reasonably necessary instruments and documents.

7. BINDING AGREEMENT. This Mediated Settlement Agreement is intended to be a valid and binding agreement under the laws of the State of Florida, effective upon its execution despite the need for any further documentation. By executing this Mediated Settlement Agreement, each party hereto acknowledges that they have read and understand this Mediated Settlement Agreement; that they have freely and voluntarily entered into this Mediated Settlement Agreement; and, that they have been represented in this matter by legal counsel of their own selection or have voluntarily declined said representation.

8. NO ADMISSIONS. By executing this Mediated Settlement Agreement, the parties hereto expressly deny liability and acknowledge that this Mediated Settlement Agreement constitutes a good faith compromise of disputed claims and termination of the controversies which have given rise to this Mediated Settlement Agreement.

9. MISCELLANEOUS. This Mediated Settlement Agreement shall be interpreted and governed by Florida law. No provision of this Mediated Settlement Agreement shall

be construed against a party because of draftsmanship of such provision. Headings herein are for convenience of reference only and shall not effect the interpretation hereof. Genders shall be interchangeable as the context so requires.

10. COUNTERPARTS/FACSIMILE SIGNATURES. This Mediated Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.. Facsimile signatures shall suffice to bind the parties.

11. MEDIATION FEE. Mediation fees shall be divided equally between Plaintiff (50%) and Defendant (50%).

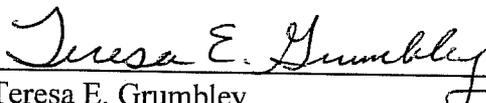
12. ADDITIONAL PROVISIONS. All of the foregoing provisions of this Mediated Settlement Agreement to the contrary notwithstanding, the parties acknowledge that Defendant is a public body and that this Mediated Settlement Agreement will become a part of the official records of Defendant subject to all public records laws.



Gary R. Grumbley, Individually and
as father and next friend of
Nicholas P. Grumbley, a minor



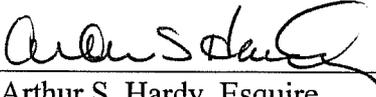
Kevin Sparkman, Esquire
Attorney for Plaintiff



Teresa E. Grumbley

DISTRICT SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

By: 
Bert Palmer, Risk Manager


Arthur S. Hardy, Esquire
Attorney for Defendant

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