

FILED



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
MIDDLE DIVISION

2004 NOV -5 PM 1:04

U.S. DISTRICT COURT  
N.D. OF ALABAMA

RUSSELL and MARY JOHNSON, as )  
parents and next friend of their minor )  
minor daughters, TABATHA JOHNSON, )  
TANYA JOHNSON and LEIGHANNA )  
JOHNSON, )

Plaintiffs, )

vs. )

CV-03-PT-2159-M

GADSDEN CITY SCHOOL DISTRICT a/k/a )  
GADSDEN CITY SCHOOLS; BOB RUSSELL, )  
in his official capacity as Superintendent; and )  
DOES 1 through 50, )

Defendant. )

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Defendant, **GADSDEN CITY SCHOOL DISTRICT A/K/A GADSDEN CITY SCHOOLS** (hereinafter referred to as the "School District"); and **SAMUEL J. SCHILLER and RAY YASSER**, individually and on behalf of **SCHILLER LAW FIRM** (hereinafter collectively referred to as "Attorney") and the Plaintiffs, Russell and Mary Johnson, as parents and next friend of their minor daughters; Tabatha Johnson, Tanya Johnson and Leighanna Johnson (hereinafter collectively referred to as the "Plaintiffs");.

WITNESSETH:

WHEREAS, on the 7<sup>th</sup> day of May, 2004, the parties to this matter entered into a settlement agreement which effectively settled all difference and issues except for the payment of attorney fees; and



**WHEREAS**, the parties have reached an agreement as to the payment of the Plaintiff's attorney fees;

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The parties, including the Attorney, have agreed to settle this issue of attorney fees and costs for the total amount of FORTY-THREE THOUSAND and NO/100 DOLLARS (\$43,000.00). The parties agree that Defendant will pay and cause to be delivered to the Schiller Law Firm a check made payable to Schiller Law Firm, as attorney for Plaintiffs for said amount representing the complete attorney fees and costs in the case. The Plaintiffs and Attorney acknowledge that this payment represents sufficient and full consideration for entering into this Agreement, and this payment and the aforementioned Settlement Agreement constitute a full, final and complete settlement of all claims by Plaintiffs and Attorney. Attorney will be responsible for paying all legally required taxes applicable to said payments.

2. In consideration of the mutual covenants contained herein, the Plaintiffs and Attorney hereby irrevocably and unconditionally releases and forever discharge the Defendant, and its affiliated and associated entities and successors, and each of its respective (past and present) directors, officers, employees, representatives, insurers, guarantors, indemnitors, attorneys, divisions, subsidiaries, and their respective predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees") of and from any and all claim of attorney fees, costs and/or

monetary damages of any kind or type that have or may be claimed by Plaintiffs and the Attorney.

3. The Parties herein shall file a Joint Stipulation for Dismissal with Prejudice, which will dismiss any claim that any party has or could have had against the other party, including attorney fees and costs, as part of or arising out of the events of this action, by filing the necessary papers with the Northern District of Alabama within ten (10) business days of the payment of the aforementioned amount.

4. The parties to this Agreement mutually warrant and represent that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any party hereto.

5. This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. This Agreement is the product of a negotiated settlement and has been reviewed by attorneys for all parties. As such, in the event that a term or provision herein shall be deemed to be ambiguous, that term or provision shall not be strictly and arbitrarily construed in favor of or against any one of the parties.

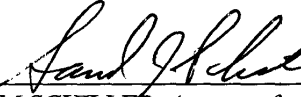
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

(Signatures to follow on next page)

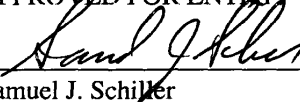
**THE GADSDEN CITY SCHOOL DISTRICT**

By:   
Bob Russell, Superintendent

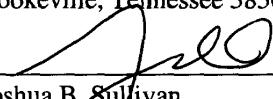
**SCHILLER LAW FIRM**

By:   
SAM SCHILLER, Attorney for Plaintiffs

APPROVED FOR ENTRY:



Samuel J. Schiller  
Ray Yasser  
SCHILLER LAW FIRM  
Suite 200, 4113 Cumby Road  
Cookeville, Tennessee 38501

  
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Hensler, Robertson Strawn & Knowles, LLC  
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