

Background and Policy Issues: (cont. from page 1).

claims arising from claims that the class members were disciplined and/or terminated under pre-termination and grievance procedures that were invalidated by the Fourth District Court of Appeal's opinion in Dascott v. Palm Beach County, 877 So.2d 8 (Fla. 4th DCA 2004).

Two classes were certified – one for former employees who had been terminated under the pre-May, 2004 pre-termination hearing process and one for former employees who had been disciplined under the pre-May, 2004 grievance committee process.

The parties attended court-ordered mediation on April 19, 2012, and negotiated a proposed settlement that acknowledges the propriety of the County's post-May 2004, pre-termination and grievance processes, and settles all monetary claims, including attorney's fees, for a lump sum payment of six hundred thousand dollars (\$600,000). The settlement agreement is subject to court approval. Under the terms of the settlement agreement, class counsel, Frederick Ford, will be responsible for distributing the money to the class members, in accordance with an equitable distribution methodology that will be developed by the parties and presented to the Court for approval. All class members will execute releases on behalf of the County, and the class representatives will indemnify the County for any claims that might arise out of the settlement.

Three hundred thousand dollars (\$300,000) of the proposed six hundred thousand dollar (\$600,000) settlement will be reimbursed by the County's excess carrier, United National. The remaining three hundred thousand dollars (\$300,000) will be paid from the County Property and Casualty Insurance Fund.

The County's portion of the settlement will be funded from the Risk Management internal service fund for property/casualty claims payable (Fund 5010). A portion of paid claims, excess insurance premiums, and other factors are calculated annually to determine each County department's risk management cost allocation, which serves to fund the operations and self-insurance programs that fall under the responsibility of the Risk Management Department. This payment is therefore not a direct ad valorem expense.

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

CASE NO. 50 2004CA008553 MB AE

**MARIE DEININGER, and ARTHUR F.
HACKNEY III, on behalf of themselves
and all others similarly situated**

Plaintiffs

vs.

CLASS REPRESENTATION

**PALM BEACH COUNTY, FLORIDA,
a political subdivision of the State of
Florida**

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Representative Plaintiffs **MARIE DEININGER, and ARTHUR F. HACKNEY III**, on behalf of themselves and all others similarly situated ("Plaintiffs") and **PALM BEACH COUNTY, FLORIDA**, ("Defendant").

WITNESSETH:

WHEREAS, Plaintiffs and Defendant have agreed to adjust, compromise and settle all controversies, disputes and differences existing between them which might have been raised in the above-entitled class action, and to enter into a Stipulation for Dismissal of the lawsuit herein with prejudice;

NOW, THEREFORE, in consideration of the mutual premises and undertakings of the parties of this Agreement, including, but not limited to, execution of the Stipulation of Dismissal, the parties agree as follows:

1. The Parties agree to a lump sum global settlement of all claims, including attorney's fees and costs, of **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)**, the distribution of which amongst class members identified in **Exhibits "1" and "2"** attached hereto will be completed according to an equitable methodology which the parties will present to the Court for approval.

2. The Court must approve of all terms and conditions of this settlement agreement.

3. The Palm Beach County Board of County Commissioner must approve all terms and conditions of settlement agreement.

4. Parties agree that the changes which Palm Beach County made to its pre-termination and/or grievance procedures in or about May 2004 after the ruling in the case of *Dascott v. Palm Beach County*, 877 So.2d 8 (Fla. 4th DCA 2004), comply with the Sunshine Law.

5. The Parties further agree that the Pretermination class members entitled to recover under this Settlement Agreement are those and only those listed in **Exhibit "1"** to this Settlement Agreement.

6. The Parties further agree that the Grievance class members entitled to recover under this Settlement Agreement are those and only those listed in **Exhibit "2"** to this Settlement Agreement.

7. This Settlement will include a global and general Release by all class representatives and class members ("Claimants"). Execution of the global and general Release by all parties is subject to approval of the language, terms and conditions in the Release by both parties.

8. The Release, the terms of which are subject to review and approval by the parties, will include all customary terms and conditions in a class action settlement agreement, including, but not limited to:

- a. A Release of Palm Beach County and all its officials, employees, agents, insurers and others.
- b. Claimants agree to indemnify and hold harmless Palm Beach County and all of its officials, employees, agents, insurers and others.
- c. Claimants and their attorneys assume all responsibilities and obligations with respect to any tax consequences of the settlement and acknowledge and agree that they will not look to Palm Beach County or its officials, employees, agents and insurers for any additional amounts as a result of tax obligations or reporting of tax.

9. Plaintiffs and their attorneys and other representatives assume all obligations, responsibilities and expense with respect to the administration of the settlement as between and amongst the claimant class and their attorney. The Parties agree to cooperate and make information available in order to locate and provide proper notice information to the class members identified in **Exhibit "1"** and **"2"**.

10. Palm Beach County and its attorneys agree to assist and advocate for Court approval of the \$600,000.00 global settlement.

11. If any of these conditions precedent to the settlement are not fully satisfied, performance of the terms of the settlement is not required.

12. Plaintiffs and Defendant agree to order their counsel of record, upon approval of this agreement by the Board of County Commissioners, the Court, and receipt by Plaintiffs' counsel of payment of the sums set forth in Paragraph 1 above, to execute a Stipulation of Dismissal with Prejudice, the terms of which are incorporated into and made a part of this Agreement.

13. The parties reached the forgoing terms and conditions of this settlement agreement on April 19, 2012, during Court ordered mediation of this lawsuit, the full cost of which will be paid by Palm Beach County.

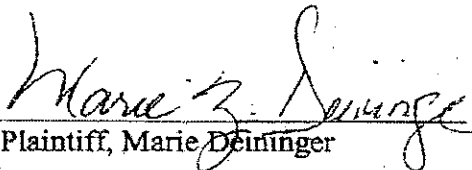
14. This Agreement shall be construed in accordance with Florida law and, where applicable, federal law.


15. The parties have jointly drafted this Agreement, and it, therefore, shall not be construed against any of the parties to this Agreement.

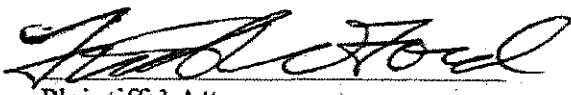
16. This Agreement may be modified only in writing when the modification is executed by all of the parties to this Agreement.

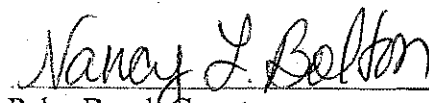
17. The parties have entered into this Agreement upon the advice and consent of their counsel who have explained all of its terms and conditions to their complete satisfaction.


Executed this ____ day of April, 2012.


Plaintiff, Marie Deinger


Plaintiff, Arthur Hackney, III


Plaintiffs' Attorney
Frederick W. Ford, Esq.


Palm Beach County
Nancy Bolton, Director, Risk Management


Defendant's Attorneys
Andrew M. Pelino, Esq.
Amy Taylor Petrick, Esq.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

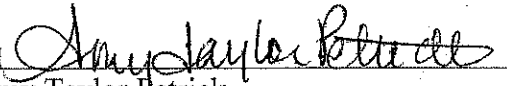
By:
Its:

By:
Its:

Date

Date

PALM BEACH COUNTY ATTORNEY'S OFFICE
300 North Dixie Highway – 3rd Floor
West Palm Beach, Florida 33401

By: 
Amy Taylor Petrick
Sr. Assistant County Attorney
Florida Bar No. 0315590

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EXHIBIT "1"

CLASS MEMBERS WITH PRETERMINATION CONFERENCES HELD BETWEEN SEPTEMBER 1, 2000, AND MAY 16, 2004 ENTITLED TO RECOVER UNDER SETTLEMENT AGREEMENT

1. MARIE DEININGER
2. ARTHUR F. HACKNEY III

3. JAMES ABERNATHY
4. KIMBERLY AMBLER
5. DWIGHT BARTLEY
6. MARY BEVELL
7. TRACIE BRANDT
8. SHIRLEY BROWN
9. NANCY BUCKALEW (CHALOS)
10. SHERRY LEE CLARK
11. CLORRETTA L. COFFIE
12. JANET B. COLLIER
13. JAMES CONEY
14. WILLIAM DETTNER
15. ROBERT DUMONT
16. STEVEN ENGELSON
17. SERGUNDO "TONY" FARINAS
18. MICHAEL FOLEY
19. HELENE FOWLER
20. LATIF GIRGIS
21. JUAN GONZALEZ
22. ARTHUR GOODSON
23. HAROLD GRIMES
24. JOHN H. HAVILAND
25. MARY J. HENLEY
26. PATRICK HERLIHY
27. RICHARD J. HORGAN
28. CEDRIC JOHNSON
29. VIVIAN LEE
30. WILLIAM S. MUELLER
31. JEFFREY D. PERKINS
32. RONNIE R. RAINEY
33. LARRY SHEPPARD
34. VITO SIGNORELLI
35. KRISTIAN SKROBOT
36. RONALD STRAIKIS
37. DAVID SUAREZ
38. WAYNE THIBEAULT
39. BERNARD THOMAS
40. HAROLD D. VARGAS
41. KEITH WHITE

EXHIBIT "2"

**CLASS MEMBERS WITH GRIEVANCE HEARINGS HELD BETWEEN
SEPTEMBER 1, 2000, AND MAY 16, 2004, ENTITLED TO MONETARY
RECOVERY UNDER SETTLEMENT AGREEMENT**

1. ARTHUR HACKNEY
2. JOSEPH AMEN
3. ALICIA ARIDA
4. NANCY ECKEL
5. HOLLY LOPEZ
6. SHARON MATTHES
7. TARA MOURINO
8. LENA RAHMING

BUDGET AVAILABILITY STATEMENT
Risk Management – Deininger et. Al. vs. Palm Beach County

REQUEST DATE: 4/23/2012 REQUESTED BY: Risk Management

AMOUNT: \$ 600,000 AGENDA DATE: 4/15/2012

BUDGET ACCOUNT NUMBER

FUND: 5010 DEPT: 700 UNIT: 7136 OBJ: 4511

JK
5/3/12

FUNDING SOURCE: Property and Casualty Insurance Fund

BAS APPROVED BY: *Nancy L. Bell* DATE: 4/23/2012

Jessica Kalis 5/3/12

[Signature]
5/3/2012