

# BRACKETT & Ellis

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS

100 MAIN STREET  
FORT WORTH, TX 76102-3090

(817) 338-1700  
METRO (817) 429-9181  
FACSIMILE (817) 870-2265  
WEB SITE: [www.belaw.com](http://www.belaw.com)

THOMAS E. MYERS  
BOARD CERTIFIED - CONSUMER AND COMMERCIAL LAW  
AND CRIMINAL LAW, TEXAS BOARD OF LEGAL  
SPECIALIZATION  
DIRECT DIAL & E-MAIL  
(817) 339-2467  
[TMYSERS@BELAW.COM](mailto:TMYSERS@BELAW.COM)

RONALD L. ADAMS  
A. WILLIAM BRACKETT  
HARRY M. BRANTS  
JANET S. BUBERT  
BRUCE S. CAMPBELL  
JOSEPH F. CLEVELAND, JR.  
J. HEATH COFFMAN  
ANDREA S. COTTRELL  
JAMES A. CREEL  
LAURA W. DOCKER  
KELLY M. DODSON

JOSEPH A. DRAGO  
HENRI J. DUSSAULT  
LUTHER W. ELLIS  
CARTER L. FERGUSON  
RICHARD H. GATELEY  
CRAIG A. GIPSON  
D. ALEXANDER HARRELL  
CLAUDINE G. JACKSON  
THEODORE MACK  
R. BRUCE MOON

ELAINE S. MORRIS  
THOMAS E. MYERS  
RUSSELL J. NORMENT  
SCOT PIERCE  
APRIL F. ROBBINS  
MICHAEL L. SCHNEIDERMAN  
LYNN ROSSI SCOTT  
COBY D. SMITH  
AIMEE L. STONE  
JAMES M. WHITTON

June 3, 2009

Mark D. Carney  
Carney Law Firm, P.A.  
511 Main Street  
Mountain Home, Arkansas 72653

*Via E-mail*

RE: Keller ISD/Computer Automation Systems, Inc.

Dear Mr. Carney:

Enclosed please find the Compromise Settlement Agreement and Release between Keller ISD and Computer Automation Systems, Inc. Upon your receipt and review of the agreement, please present it to your client for signature and return it to me before June 18, so that it may be presented to the Board for approval and signature at its June 18, 2009 Board meeting.

Should you have any questions or need to discuss this matter, please do not hesitate to contact me.

Sincerely,



Thomas E. Myers

TEM:mal  
Enclosure

cc: KISD

**KELLER INDEPENDENT SCHOOL  
DISTRICT  
Plaintiff,**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

v.

**TARRANT COUNTY, TEXAS**

**COMPUTER AUTOMATION  
SYSTEMS, INC.  
  
Defendant.**

**COMPROMISE SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, Keller Independent School District (“KISD”), has made claims against Computer Automation Systems, Inc. (“CAS”) arising out of a contract for the provision of special education computer software and related services (the “Contract”) between KISD and CAS “(the “Parties”); and

WHEREAS, mediation has been held between the parties and a mediated settlement agreement reached, but disputes between the parties have continued; and

WHEREAS, bona fide disputes and controversies exist, both as to the existence of any liability or such claims and the amount thereof, if any, and because of such disputes and controversies, and for the purpose of avoiding further litigation, the Parties hereby desire to compromise and settle all claims and causes of action of any kind whatsoever that KISD and CAS or any parties claiming through them, have or may have in the future arising out of the Contract otherwise.

NOW, THEREFORE, the Parties hereby enter into and execute this Compromise Settlement Agreement and Release (“Agreement”):

1. CAS agrees to pay to KISD the sum of \$55,000.00 in good funds by check made payable to KISD and to mail such check to counsel for KISD, Thomas E. Myers, at Brackett & Ellis,

P.C., 100 Main Street, Fort Worth, Texas 76102, within thirty (30) days from the date of the signature of this Agreement by CAS.

2. KISD and CAS hereby absolutely and unconditionally compromise, settle, and fully release and for all purposes forever discharge each other and their assigns, shareholders, partners, members, subsidiaries, affiliates, agents, employees, officers, directors, trustees, insurers, and legal representatives, and all of the firms, organizations, or corporations in privity with them or any of them (hereinafter referred to as the "Released Parties"), of and from any and all claims, demands, rights, controversies, actions, causes of action, damages, or any other liability of any kind whatsoever, whether known or not, and whether heretofore raised or not, which they or anyone claiming by, through, or under them have or may claim to have, or in the future may have, for any loss or damage of any kind or character whatsoever, directly or indirectly related to or arising from, or in any way growing out of or resulting from, the Contract between the Parties.

3. The Parties further understand and agree that each shall pay their own attorney's fees, costs, and expenses due and owing which have been incurred in their pursuit and settlement of these claims, and that by no means will either of the Parties be held responsible for paying any additional sums over the sum listed in paragraph 1 above.

4. The Parties acknowledge and agree that all monies paid or other consideration given in this Agreement are paid and given to compromise and settle disputed claims, avoid the time, expense, and uncertainty of further litigation, and buy peace, and is not and should not be construed as an admission of any wrongdoing or liability, all such wrongdoing or liability being expressly denied by the Parties.

5. The Parties hereby represent and warrant that each is the owner of the claims, rights, demands, and causes of action which are hereby released by them; that the claims, rights, demands, and causes of action, or any of them, have not been assigned to any other person or party prior to the execution of this Agreement; and that each is authorized and has agreed to enter into this Agreement in order to compromise and settle all claims which were or could have been alleged in the Lawsuit and which have been released herein.

6. The Parties agree and understand that the terms hereof are contractual and not merely recitals. The Parties agree and understand that this Agreement contains the entire Agreement between the Parties hereto.

7. The Parties further represent that, in making this Agreement, they are acting voluntarily and of their own free will, and that this settlement was not induced by any representation whatsoever by or on behalf of the other Party to this Agreement. The Parties agree and represent that they are in no manner relying upon any promise, warranty, representation, or agreement of any kind whatsoever made directly or indirectly by or on behalf of the other Party.

8. The Parties agree that this Agreement shall be governed by the laws of the State of Texas and that should any dispute arise out of the Agreement or the interpretation of the Agreement, that venue for any such dispute shall be in state courts in Tarrant County, Texas.

9. The Parties further agree that this Agreement may be presented in multiple counterparts by the various parties, each of which, or each full and unaltered copy of which, shall be considered a true and correct copy of the Agreement, and that such execution in no way invalidates or affects such Agreement.

10. Each party signing this Agreement has been advised of their right to, and has had the opportunity to, have this Agreement reviewed by counsel of their own choice. The Parties executing this Agreement hereby acknowledge such advice and that they have obtained sufficient review of this Agreement to satisfy them prior to the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the latest date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keller Independent School District  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

SUBSCRIBED AND SWORN TO BEFORE ME on this the \_\_\_\_ day of \_\_\_\_\_ 2009, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Computer Automation Systems, Inc.  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

SUBSCRIBED AND SWORN TO BEFORE ME on this the \_\_\_\_ day of \_\_\_\_\_ 2009, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas