







the docket of the court.

7. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Plaintiffs. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

8. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

9. It is also understood by and among the parties that attorney's fees for services rendered in connection with this action shall be paid pursuant to Title 28, United States Code, Section 2678, and shall not exceed 25 per centum of the amount of the compromise settlement.

10. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, the plaintiffs must obtain Court approval of the settlement at their expense. Plaintiffs agree to obtain such approval in a timely manner: time being of the essence. Plaintiffs further agree that the United States may void this entire settlement at its

option in the event plaintiffs fail to obtain such Court approval or in the event such approval is not obtained in a timely manner.

11. Payment of the settlement amount will be made by government wire transfer as per the following instructions:

A. Funds will be sent by wire to:

1. Columbus Bank and Trust (ABA# 061100606)

B. For the Benefit of:

1. Sterling Bank (ABA/ACCT# 062203997)

4121 Carmichael Rd #100

Montgomery, AL 36106

(334) 244-4437

C. For the further Benefit of:

1. Southern Poverty Law Center, Inc.

400 Washington Ave.

Montgomery, AL 36104

Trust Account (ACCT# 03301133)

It specifically agreed that within five (5) days of the date that all required signatures have been affixed to this Settlement Agreement, counsel for the United States shall cause to be completed and delivered to the Department of the Treasury such documents as are necessary to initiate the processes of effecting the above transfer. The parties agree that Five Thousand Dollars (\$5,000.00) of the settlement amount shall be paid to Plaintiffs' counsel for costs expended in the litigation and that Thirty Thousand Dollars (\$30,000.00) shall be paid to Plaintiffs. Plaintiffs counsel agrees to distribute the settlement proceeds among













be of any force and effect.

Executed this day of , 2009.

Alonzo H. Long, Assistant U.S. Attorney  
Counsel for the United States  
of America, Defendant

Executed this day of , 2009.

*Marie*  
Justeen Mancha  
Marie Justeen Mancha, Plaintiff

Executed this day of *June 22*, 2009.

Maria Christina Martinez, Plaintiff

Executed this day of , 2009.

Ranulfo Perez, Plaintiff

Executed this day of , 2009.

Maria Margarita Morales, Plaintiff

Executed this day of , 2009.

Gladis Alicia Espitia, Plaintiff

Executed this day of , 2009.

David Rob' . , Pl' t'ff'

n e

01

o e u

y d

n e o .

of d

es e

be of any force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Alonzo H. Long, Assistant U.S. Attorney  
Counsel for the United States  
of America, Defendant

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Marie Justeen Mancha, Plaintiff

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Maria Christina Martinez, Plaintiff

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Ranulfo Perez, Plaintiff

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

*Maria Margarita Morales*  
\_\_\_\_\_  
Maria Margarita Morales, Plaintiff

Executed this *22* day of *JUNE*, 2009.

\_\_\_\_\_  
Gladis Alicia Espitia, Plaintiff

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
David Robinson, Plaintiff

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Daniel Werner, Esq.  
Counsel for Plaintiffs

