

**IN THE
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MARIE JUSTEEN MANCHA, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Case No. 1:06-cv-2650-TWT
)	
UNITED STATES OF AMERICA,)	
et al.,)	
)	
Defendants.)	

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned plaintiffs (meaning any person, other than the defendant, signing this agreement, whether or not a party to this civil action), and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay the sum of Thirty-Five Thousand Dollars (\$35,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising

from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiffs or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiffs and their guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation for Compromise Settlement in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages or any other relief. Plaintiffs and their guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or

contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiffs or their guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. It is expressly agreed between Plaintiffs and the United States that any and all discovery obligations of any party to this lawsuit which have not heretofore been satisfied are hereby extinguished. Plaintiffs and the United States mutually agree to this provision to facilitate settlement and with full knowledge that material not provided as the result of this provision may contain information which could possibly be viewed as adverse to the party in possession, as it relates to the claims or defenses in this suit.

5. Plaintiffs expressly agree that, as a condition of settlement, all claims in this action brought under any authority other than the Federal Tort Claims Act, including specifically those claims brought under authority of *Bivens v. Six Unknown Agents*, 403 U.S. 388 (1971), are hereby withdrawn, and Plaintiffs shall immediately cause their attorneys to execute and file with the court such documents as shall be necessary to effectuate the withdrawal and dismissal, with prejudice, of said claims.

6. Plaintiffs agree that, within thirty (30) days of the execution of this agreement, they will cause their attorneys to execute and file with the court such documents as shall be necessary to cause this action to be dismissed with prejudice from

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

Plaintiffs and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

12. The terms of this Agreement are contractual, not a mere recital, and shall be binding upon and inure to the benefit of Plaintiffs and Defendant.

13. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

14. If Defendant fails to carry out or rescind any action specified by the terms of this Agreement for any reason not attributed to the acts or conduct of Plaintiffs, the exclusive remedy will be an action in federal court for enforcement of this Agreement.

15. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

16. The parties understand that this Agreement contains the entire agreement between Plaintiffs and Defendant, that no promise or inducement has been made except as set forth herein, and that no representations, oral or otherwise, between Plaintiffs and Defendant, or their respective counsel, not included herein, shall

