

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ORIGINAL

SHAUNA HELTON, ET AL.,)
)
Plaintiffs,)
)
v.)
)
UNITED STATES OF AMERICA,)
)
Defendant.)
_____)

Civil Action No. 01-0385 (JDB)

FILED
NOV 08 2002

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

STIPULATION OF SETTLEMENT AND ORDER OF DISMISSAL

The plaintiffs and the United States do hereby stipulate and agree to settle and compromise the above-entitled action as follows:

1. This Stipulation of Settlement is entered into by and between plaintiffs and the United States to make full and final settlement of matters raised by plaintiffs against the United States in Civil Action No. 01-0385. Plaintiffs agree to accept the terms set forth herein in full settlement and satisfaction of any and all claims, complaints, demands, rights, and causes of action, whether known or unknown, formal or informal, currently existing between plaintiffs and the United States, including its agents, servants and employees up to the date of this agreement.

2. The United States agrees to pay each plaintiff and their attorney the total sum of eight thousand dollars (\$8,000) in full and complete satisfaction of each plaintiffs' claims against the United States or its agents, servants and employees. A Treasury

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check in the amount of eight thousand dollars (\$8,000) shall be made payable to each plaintiff identified below and plaintiffs' attorney, Sean R. Day, for a total amount of forty thousand dollars (\$40,000). The funds shall be electronically transferred to the Trust Account of Sean R. Day. The account information concerning Mr. Day's trust account is attached as Exhibit A to this agreement and incorporated herein by reference but will not be filed with the Clerk's office. The plaintiffs are Shauna Helton, Nancy Hey, Ariana Huemer, Vanessa Sacks and Sandra Smallwood.

3. In consideration for the United States agreements and undertakings in Paragraph 2 above:

(a) Plaintiffs agree that the above-captioned civil action shall be dismissed from the dockets of the Court, with prejudice. Plaintiffs further agree that they shall not hereafter institute or prosecute any civil action or other proceeding of any nature against the United States, or any present or former employee, agent or servant of the United States or United States Marshal's Service, with respect to any matters forming the basis of this complaint or arising from the matters forming the basis of this complaint or any similar incident up to the date of the agreement. Plaintiffs further agree to execute and deliver to the United States such additional documents as may be necessary or

appropriate to effectuate the dismissal with prejudice of this civil action and the processing of the funds described herein.

(b) Except as and to the extent otherwise provided herein, plaintiffs waive and release any and all currently existing claims, demands, rights, and causes of action of every kind and nature, whether now known or unknown or asserted or un-asserted, that arise from or by reason of plaintiffs' allegations contained in the complaint and agree not to institute any civil action or other proceeding of any nature against the United States or the Marshal's Service, or any present or former agent, servant, or employee of the United States or Marshal's Service based upon any such claim, demand, right, or cause of action.

4. Plaintiffs represent and warrant that, in entering into and executing this Stipulation and Agreement of Settlement, they have relied on their own investigation and on the investigation and advice of their own counsel and that they have been given a reasonable period of time within which to consider the terms and conditions hereof.

5. This Stipulation and Agreement of Settlement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. This Agreement shall become effective when signed by all of the individuals listed below or their designees. Facsimile

signatures are acceptable as part of the original Agreement. The Agreement constitutes the entire agreement and understanding of the parties and may not be modified orally.

7. No person or entity not a party shall acquire any rights or benefits pursuant to or on account of this settlement agreement, either directly or indirectly, as a third party beneficiary or otherwise.

8. This Stipulation and Agreement of Settlement has been entered into by plaintiffs and the United States solely for the purposes of compromising disputed claims without protracted legal proceedings and avoiding the risks and expenses of further litigation. Therefore, this Stipulation and Agreement of Settlement is not intended and shall not be deemed an admission by either party of the merit or lack of merit of the opposing parties' claims and/or defenses. Without limiting the generality of the foregoing, this Stipulation and Agreement of Settlement does not constitute, and shall not be construed as an admission that the United States, its agents, servants, employees, or former employees, breached a duty of care owed to plaintiffs or caused the injuries claimed herein. Neither shall this agreement be used as evidence of or for a purpose that is inconsistent with this paragraph or any other alleged wrong doing on the part of the United States. The United States and the Marshal's Service specifically deny that its agents, servants or employees breached

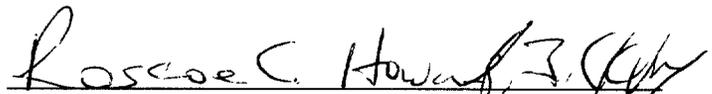
any standard of care or duty owed to plaintiffs or caused the injuries alleged.

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

10. This action is dismissed with prejudice, except that the Court shall retain jurisdiction to enforce the terms of this Agreement.



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8505 Baltimore Avenue
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(301) 220-2270
Plaintiffs' Attorney



ROSCOE C. HOWARD, D.C. Bar #246470
United States Attorney



MARK E. NAGLE, D.C. Bar # 416364
Chief, Civil Division



DIANE M. SULLIVAN, D.C. Bar # 12765
Assistant U.S. Attorney
555 4th Street, N.W.
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(202) 514-7205

SIGNATURES ATTACHED

SHAUNA HELTON

NANCY HEY

ARIANA HUEMER

VANESSA SACKS

SANDRA SMALLWOOD

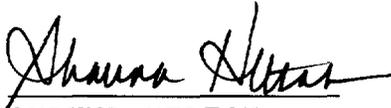
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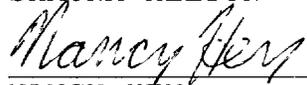
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Vanessa Sacks 10/29/02

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SO ORDERED on this 8th day of November, 2002.



UNITED STATES DISTRICT JUDGE