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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

District Court Case No. 02-20982-Civ-Moreno
Court of Appeals Case No. 07-10926

SANDALIO GONZALEZ

Plaintiff/Appellee,

vs.

ALBERTO GONZALES, Attorney
General of the United States of
America, in his official capacity,

Defendant/Appellant.

STIPULATION FOR COMPROMISE SETTLEMENT
AND RELEASE OF CLAIMS

It is hereby stipulated by and between the undersigned plaintiff-appellee and the Attorney General, in his official capacity, 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 Attorney General, in his official capacity, agrees to pay the sum of Three Hundred and Eighty-Five Thousand Dollars and

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no cents (\$385,000.00), 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 personal injuries, resulting from the subject matter of this action and appeal, including any claims against any individual, for which plaintiff-appellee or his 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. Plaintiff-appellee and his guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation of 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 against any individual, arising from, and by reason of any and all known and unknown, foreseen and unforeseen injuries, 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. Plaintiff-appellee and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and

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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 plaintiff-appellee or his guardians, heirs, executors, administrators or assigns against any third party or against the United States.

4. 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. This settlement is entered into by all parties for the purpose of compromising disputed claims and appeals, claims and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the total amount paid as a settlement (\$385,000.00) is in full settlement of the judgment, interest, costs, fees, and expenses and attorney's fees. The parties shall promptly dismiss their respective appeals with prejudice upon execution of this settlement. The dismissal shall pertain to all parties and claims on appeal.

6. 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.

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

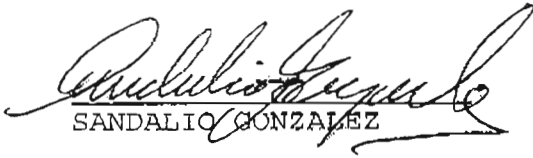
- A. Name of Bank: *IFB*
- B. Street Address of Bank: *801 Brickell*
- C. City, State and Zip Code of Bank:
- D. Federal Reserve Number:
- E. Routing Number:
- F. Name of Account:
- G. Account Number:

8. Plaintiff-appellee's attorney agrees to distribute the settlement proceeds, and to obtain a dismissal of the above-captioned action and appeal with prejudice, with each party bearing its own fees, costs, and expenses, above that represented by the settlement amount.

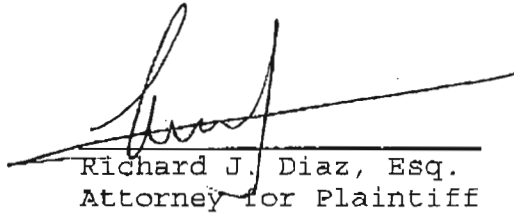
9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff-appellee expressly consent to such release and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

10. This stipulation for compromise and settlement and release constitutes the complete understanding of the parties. No other promises or agreements will be binding unless placed in writing and

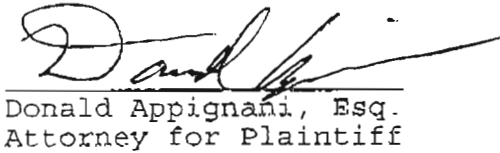
signed by the parties. Time is of the essence to the performance and completion of this stipulation for compromise settlement and release of claims.


SANDALIO GONZALEZ

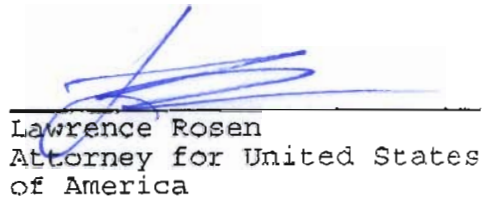
7/10/07
Date


Richard J. Diaz, Esq.
Attorney for Plaintiff

7/9/07
Date


Donald Appignani, Esq.
Attorney for Plaintiff

7/13/07
Date


Lawrence Rosen
Attorney for United States
of America

7/11/07
Date