

7-13-89

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS

JUL 13 1989

MURRAY L. HARRIS, CLERK
BY

Thereafter, it was made known to the Court that subject to the Court's approval and although all defendants denied liability, a compromise and settlement agreement for the total sum of THREE HUNDRED THOUSAND

the parties constituting a complete satisfaction of the

plaintiffs' injuries and damages

Because there may have been a possible conflict between the interests of Corrine Garner and those of her children, the minor plaintiffs herein, the Court appointed Leonard Davis, an attorney, as the Guardian Ad

Litem for the minor plaintiffs to review the fairness of

the Release attached as Exhibit "A" on behalf of the minor plaintiffs. The Court therefore having decided to approve said settlement:

It is ORDERED, ADJUDGED and DECREED that Loyal

\$20,000.00;

b. Kimberly Garner - 8/13/76; 436-41-7196;
\$20,000.00;

c. Valerie Garner - 11/5/78; 436-41-5789;
\$20,000.00;

d. Loyal Garner III - 11/9/80; 435-51-0263;
\$20,000.00;

e. Marlon Garner - 8/3/82; 435-51-0413;
\$20,000.00;

f. Corey Garner - 8/28/84; 436-55-2273;
\$20,000.00.

It is further ORDERED, ADJUDGED and DECREED that the estate of Loyal Garner, Jr. recover nothing over and against the defendants.

It further appears to the Court, and the Court finds that the defendants denied liability herein and that this was a compromise of a disputed suit and claim, and not an admission of liability.

It further appears to the Court and the Court

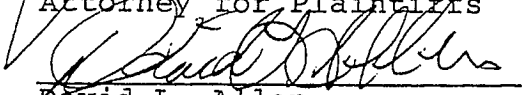
It is further ORDERED that a Guardian Ad Litem fee in the amount of \$2500⁰⁰ be awarded to Leonard Davis, to be taxed as court costs herein.

Thomas Ladner et al. on February 10, 1988 under Civil Action No. L-88-13-CA, the Court has reviewed the requirements of Fed.R.Civ.Proc. 54 and Ringwald v. Harris, 675 F.2d 768 (5th Cir. 1982). The Court finds

APPROVED:



J. Richard Cohen
Glenn Perry
Attorney for Plaintiffs



David L. Allen
Attorney for Defendants

Exhibit "A"

RELEASE

Carmica Garner, Kimberly Garner, Valerie Garner,
Loyal Garner III, Marlon Garner, and Corey Garner,

payment is not related in any manner to Civil Action No. L-88-161-CA pending on the docket of the United States District Court for the Eastern District of Texas, Lufkin Division, styled Bill Horton and James Hyden v. Southern

STATMS are intended to mean ANY and ALL demands-

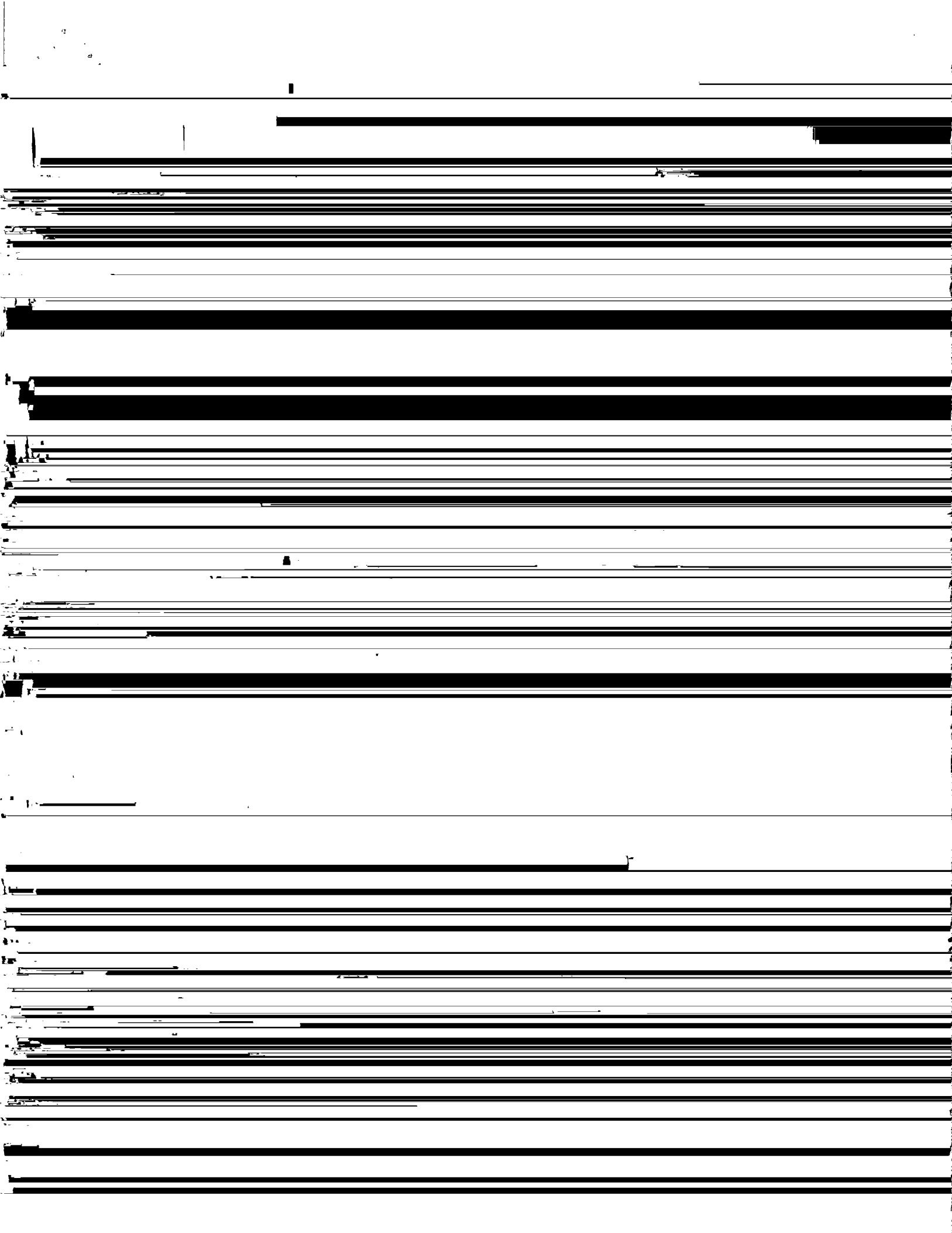
IN EXECUTING THIS RELEASE, I RELY SOLELY UPON OUR KNOWLEDGE AND INFORMATION AND UPON THE ADVICE OF OUR ATTORNEYS OF RECORD, AND I HAVE NEITHER BEEN INFLUENCED BY NOR RELIED UPON ANY REPRESENTATIONS, IF ANY, MADE BY OR ON BEHALF OF ANY RELEASEE.

EXECUTED in triplicate originals and effective this the _____ day of _____, 1989.

I certify that I am one of the attorneys of record for RELEASORS in the above described suit. I have read the foregoing Release and have fully explained to

RELEASE

Carmica Garner, Kimberly Garner, Valerie Garner,
Loyal Garner III, Marlon Garner, and Corey Garner,
CRIMINAL JUSTICE SYSTEM, FEDERAL BUREAU OF INVESTIGATION



CLAIMS are intended to mean ANY and ALL demands, rights, claims, debts, liens, common law or equitable causes of action and penalties, constitutional or statutory causes of action and penalties, including but

not limited to 42 U.S.C. §§ 1982 and 1985(2) and the

IN EXECUTING THIS RELEASE, I RELY SOLELY UPON OUR
INFORMATION AND UPON THE ADVICE OF OUR

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I certify that I am one of the attorneys of
and for RELEASORS in the above described suit. I have

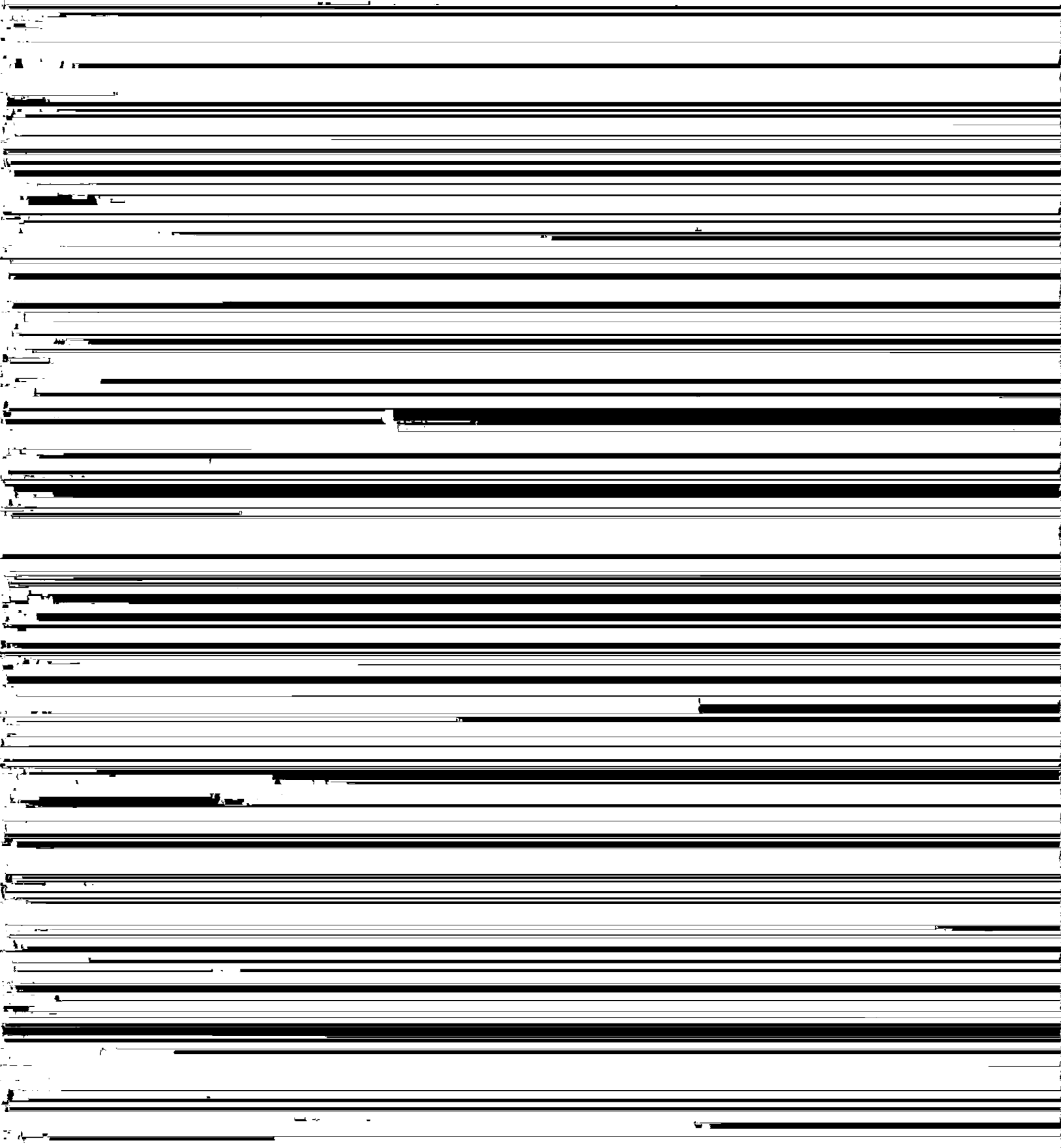
RELEASORS and their representatives the total legal
effect to RELEASORS thereof, and after such explanation,
RELEASORS and their representatives were fully satisfied
to release RELEASORS' CLAIMS and to abide by all terms

of this Release. The representatives of RELEASORS

RELEASE

Wc Comm - 2

District Court



IN EXECUTING THIS RELEASE, WE RELY SOLELY UPON
OUR KNOWLEDGE AND INFORMATION AND UPON THE ADVICE OF OUR
ATTORNEYS OF RECORD. AND THE

107. GIVEN UNDER MY HAND AND SEAL