

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

JACKIE ANDERSON,

Plaintiff,

-vs-

DAVID BYERS,

Defendant,

CV-00-BU-1093-S

CERTIFICATE OF JUDGMENT

I, PERRY D. MATHIS, Clerk of the United States District Court for the Northern District of Alabama, do hereby certify that on the 24th day of January, 2002, a Joint Stipulation of Dismissal was rendered by said court in the above-styled cause, wherein it was Approved and Ordered that this Court shall enter a judgment against the Defendant and in favor of the Plaintiff for Twenty Thousand Dollars (\$20,000.00); that the Settlement Agreement is hereto attached as Exhibit "A" to this Joint Stipulation; and that Gorham & Waldrep, PC., are the Attorney's of Record for Jackie Anderson in said cause.

A TRUE COPY
PERRY D. MATHIS, CLERK
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
Deputy Ramirez
DEPUTY CLERK

WITNESS, My Hand and the Seal
Of said Court, this the 12th day of
July, 2002.

PERRY D. MATHIS, CLERK

BY:

Deputy Clerk
Deputy Clerk

✓ Gorham & Waldrep, P.C.

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

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U.S. DISTRICT COURT
N.D. OF ALABAMA

JACKIE ANDERSON,

Plaintiff,

Vs.

DAVID BYERS,

Defendants.

CV-00-BU-1093-S

APPROVED AND SO ORDERED
[Signature]
U.S. District Judge
Date 1/24/02

JOINT STIPULATION OF DISMISSAL

COMES NOW, the parties and through their respective attorneys of record file this their Joint Stipulation of Dismissal requesting this Honorable Court and state as follows:

1. That the matter in controversy in the above-styled action, having been amicably compromised and settled, it is not stipulated and agreed by and between the parties, by and through their attorneys of record, that the same be, and is dismissed upon the following conditions:

a. That this Court shall enter a judgment against the Defendant and in favor of the Plaintiff for twenty thousand dollars (\$20,000.00).

b. That the Settlement Agreement attached as Exhibit "A" to this Joint Stipulation of Dismissal and the terms contained therein shall be incorporated as if fully set out herein, and shall be incorporated in this Court's final order upon dismissal.

ENTERED

JAN 24 2002

[Signature]
William K. Bradford
Attorney for Plaintiff
GORHAM & WALDREP, P.C.
2101 6th Avenue North
Suite 700
Birmingham, Alabama 35203
(205) 254-3216

[Signature]
Boozer B. Downs
Attorney for Defendant
P. O. Box 65
Woodstock, Alabama 35188
(205) 938-2024

[Handwritten marks]

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

JACKIE ANDERSON,

Plaintiff,

vs.

DAVID BYERS,

Defendants.

CV-00-BU-1093-S

SETTLEMENT AGREEMENT

WHEREAS, there is currently pending in the above-mentioned case a dispute between Jackie Anderson, the Plaintiff, and David Byers, the Defendant, regarding the claims raised in the Complaint filed by Jackie Anderson in Civil Action No. CV-00-BU-1093-S;

WHEREAS, the parties have negotiated a satisfactory settlement among themselves; and

WHEREAS, the parties wish to file of record the Settlement Agreement containing the agreement between the parties, the parties state as follows:

1. That Defendant, David Byers shall pay to Jackie Anderson the sum of Three Thousand Dollars and No/100 (\$3,000.00) by cash or certified funds no later than thirty (30) days from the execution of the Settlement Agreement. Payment may be directed through Jackie Anderson's attorneys of record, Gorham & Waldrep, P.C.
2. That further David Byers consents to a judgment being entered against David Byers, Sr., and in favor of Jackie Anderson in the amount of Twenty Thousand Dollars and No/100 (\$20,000.00), said judgment to be entered upon the court record by separate order of judgment.
3. That at exchange for the promises made in paragraph No. 1 and 2 above, Jackie Anderson agrees to dismiss the pending case in CV-00-BU-1093-S with prejudice upon receipt of the Three Thousand Dollars and No/100 (\$3,000.00) as stated in Paragraph 1 and the entry of the Twenty Thousand Dollar and No/100 (\$20,000.00) judgment as stated in Paragraph 2.
4. That both parties shall bear their own costs and attorneys' fees and any costs of Court shall be charged as paid.

5. That the parties request this Honorable Court by a motion separately file to retain jurisdiction of this matter for a period of sixty (60) days from the execution of the Settlement Agreement to facilitate the payment of the money mentioned in Paragraph 1 above, the entry of the judgment pursuant to Paragraph 2 and the Dismissal with Prejudice pursuant to Paragraph 3 above.
6. That both parties agree to maintain the confidentiality of the terms of this settlement agreement. The parties may only disclose the terms of this settlement agreement to their attorneys, to obtain tax advice, or as ordered by a court of competent jurisdiction. The parties further agree that a liquidated damage amount of ~~\$3,000.00~~ ^{upto \$25,000} is appropriate as damages for breach of confidentiality.

Done this 16th day of JANUARY, 2007.


Jackie Anderson

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jackie Anderson whose name is signed to the foregoing Settlement Agreement and acknowledged before me on this day that, being duly informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16th day of JANUARY, 2007.


Notary Public

My Commission Expires 2007

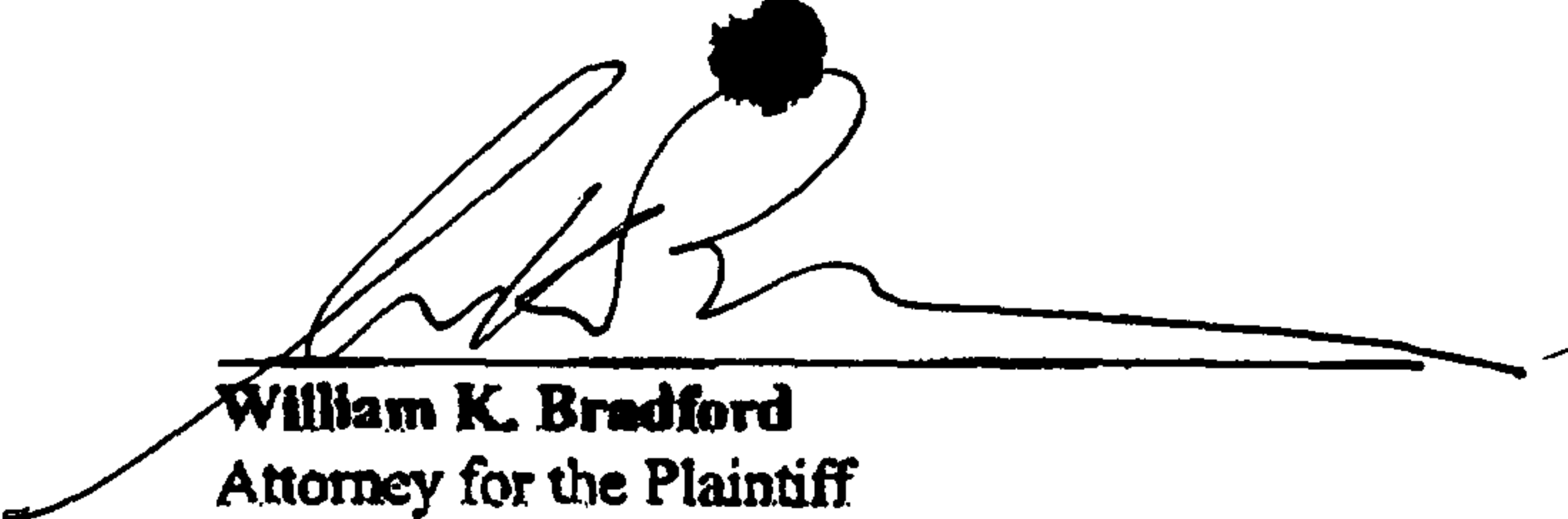

David Byers

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that David Byers whose name is signed to the foregoing Settlement Agreement and acknowledged before me on this day that, being duly informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of Jan, 2007.


Notary Public

My Commission Expires 4-06-02



William K. Bradford
Attorney for the Plaintiff



Boozer Downs
Attorney for the Defendant

20020719000337870 Pg 5/5 23.00
Shelby Cnty Judge of Probate, AL
07/19/2002 12:58:00 FILED/CERTIFIED