

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ECF

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TRIPOLI ROCKETRY ASSOCIATION, INC.,)	
And NATIONAL ASSOCIATION OF)	
ROCKETRY)	
)	
Plaintiffs,)	
)	Civil Action No. 00-273 (RBW)
v.)	
)	
UNITED STATES BUREAU OF ALCOHOL)	
TOBACCO, FIREARMS AND EXPLOSIVES,)	
)	
Defendant.)	
-----)	

STIPULATION OF SETTLEMENT AND VOLUNTARY DISMISSAL

The parties, by and through their respective counsel, hereby stipulate and agree as follows

1. The parties do hereby agree to settle and compromise Plaintiffs' petition for attorney's fees and costs in the above-entitled action under the terms and conditions set forth herein.

2. Defendant United States Bureau of Alcohol, Tobacco, Firearms and Explosives ("BATFE") shall pay each Plaintiff Thirty-Five Thousand Dollars (\$35,000), for a total payment of Seventy Thousand dollars (\$70,000.00) in attorneys' fees and costs.

3. Payment of the attorneys' fees and costs specified in paragraph 2 will be made by electronic transfer of funds into up to two bank accounts and in amounts designated by Plaintiffs. Counsel for Plaintiffs and Defendant agree that, promptly after receiving notification from the Court of the entry of this Stipulation, counsel will confer to ensure that any documentation

necessary to effectuate this payment can be promptly provided to BATFE. Plaintiffs and their counsel further agree to provide to BATFE any information reasonably needed in connection with requesting transmission of this payment, including but not limited to information relating to the bank account(s) designated by Plaintiffs to receive these funds and Plaintiffs' tax identification numbers

4. This Stipulation of Settlement shall represent full and complete satisfaction of all claims for attorney's fees and costs that have been or could have been made in this case and any other proceedings involving the claims that were raised or could have been raised in this action, including but not limited to in the D.C. Circuit in connection with appeal No. 04-5453.

5. This Stipulation of Settlement shall not constitute an admission of liability or fault on the part of the Defendant or the United States or their agents, servants, or employees, and is entered into by the parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

6. This Stipulation of Settlement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. The parties agree that this Stipulation of Settlement will not be used as evidence or otherwise in any pending or future civil or administrative action against Defendant or the United States, or any agency or instrumentality of the United States.

8. Execution of this Stipulation of Settlement by counsel for Plaintiffs and by counsel for Defendant shall constitute a dismissal of this action with prejudice, effective upon order of the Court, pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii)

Dated: May 14, 2010.



Respectfully submitted,

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Attorneys for Defendant

SO ORDERED:

On this 24th day of May, 2010.

Reggie B. Walton
REGGIE B. WALTON
United States District Judge

Copies to Counsel of Record by CM/E/CF