

HB:MKH  
61857

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

HAROLD AND LILLIAN WEISBERG\*

Plaintiffs \*

v. \*

CIVIL NO. 16392-T

UNITED STATES OF AMERICA \*

Defendant \*

STIPULATION FOR COMPROMISE SETTLEMENT

It is hereby stipulated by and among Harold Weisberg and Lillian Weisberg, plaintiffs, and the United States of America, defendant, by and through their respective attorneys as follows:

1. The parties hereby agree to settle and compromise the above-entitled action upon the terms set forth below.
2. The United States of America, defendant, agrees to pay to Harold Weisberg and Lillian Weisberg, plaintiffs, the sum of \$13,500.00, which sum shall be in full settlement and satisfaction of any and all claims Harold Weisberg and Lillian Weisberg now have or may hereafter acquire against the United States of America on account of the acts or circumstances giving rise to this suit.
3. Harold Weisberg and Lillian Weisberg hereby agree to accept the sum of \$13,500.00 in full settlement and satisfaction of any and all claims and demands which they or their heirs, executors, administrators, or assigns may have against the United States of America and its agents

and employees on account of the acts or circumstances giving rise to this suit, specifically, the claims of plaintiffs for damages to their business operated in the name of Coq d'Or Farm, which business involved primarily the raising of chickens, pheasant chickens, rock cornish game hens, waterfowl, and other poultry and the sale of said poultry and their eggs, the loss of their earning capacity, the loss of the peaceful existing use of their property and the lost value of their personal and real property and their claim for personal injuries, both physical and mental, allegedly caused by tortious overflights and sonic booms by aircraft operated by the United States of America, its agents and employees during the period April 19, 1961 through May 3, 1965.

4. This agreement shall not constitute an admission of liability or fault on the part of the United States of America or its agents or employees. In consideration of the payment of the sum of \$13,500.00 as stated above and simultaneous with the delivery of the check therefor, Harold Weisberg and Lillian Weisberg will file with the Clerk of the United States District Court for the District of Maryland a dismissal of the above-captioned action with prejudice and without costs.

5. It is agreed by all parties that an attorney's fee of \$1500.00 may be paid to Harvey R. Clapp, III, Esquire, 2 Hopkins Plaza, Baltimore, Maryland 21201, attorney of record for plaintiffs, Harold Weisberg and Lillian Weisberg, which sum shall be paid out of the proceeds of the settlement amount payable to Harold Weisberg and Lillian Weisberg and not in addition thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

1974.

\_\_\_\_\_  
Harold Weisberg

\_\_\_\_\_  
Lillian Weisberg  
Plaintiffs

\_\_\_\_\_  
Harvey R. Clapp, III, Esquire  
Attorney for Plaintiffs

United States of America

By: \_\_\_\_\_  
George Beall  
United States Attorney

\_\_\_\_\_  
Herbert Better  
Assistant United States Attorney  
Attorneys for the United States of  
America