

SETTLEMENT AGREEMENT

This Settlement Agreement (or “Agreement”) is made and entered into on February 7, 2020, by and between Plaintiffs, by and through their Counsel, the Law Firm of Nelson M. Jones, III, and Hall, Lamb, Hall & Leto, P.A, and the Republic of the Sudan (“Sudan”). This Agreement is intended to fully, finally, and forever settle, release, acquit, and discharge the Released Claims, upon and subject to the terms and conditions hereof.

RECITALS

WHEREAS, Plaintiffs filed *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.), in the U.S. District Court for the District of Columbia, as sailors injured in the U.S.S. *Cole* attack and their family members, against Sudan under § 1605A of the Foreign Sovereign Immunities Act, codified at 28 U.S.C. § 1605A;

WHEREAS, the U.S. District Court for the District of Columbia entered default judgments in Plaintiffs’ favor in *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.);

WHEREAS, the U.S. Supreme Court vacated the default judgments in *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.), and remanded to the District Court, which granted Plaintiffs leave to re-serve their complaint on Sudan and also to file an amended complaint;

WHEREAS, Plaintiffs filed their second amended complaint in *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.), on December 13, 2019;

WHEREAS, Sudan denies that the U.S. courts had or have jurisdiction over Sudan and Sudan denies each and every one of Plaintiffs’ allegations, has not conceded or admitted any liability, has not conceded or admitted that any conduct challenged by Plaintiffs caused any damage whatsoever, and has asserted a number of defenses to Plaintiffs’ claims;

WHEREAS, Plaintiffs and Sudan agree that this Settlement Agreement shall not be deemed

or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Sudan, or of the truth of any of the claims or allegations as to jurisdiction or liability alleged in the Actions, or a waiver of any defenses thereto; and

WHEREAS, Plaintiffs' Counsel, on behalf of Plaintiffs, on the one hand, and Sudan's Counsel, on behalf of Sudan, on the other, have engaged in good faith settlement negotiations and have reached this Settlement Agreement, which embodies all of the terms and conditions of the settlement between Plaintiffs and Sudan.

AGREEMENT

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, IT IS HEREBY AGREED by and among the undersigned that all of the Released Claims against Sudan shall be fully, finally, and forever settled, released, acquitted, and discharged, on the terms and conditions of this Agreement, as follows:

A. Definitions

For purposes of this Agreement, the following definitions shall apply:

1. **"Account"** means Plaintiffs' Counsel's designated account, to be identified and agreed by the parties.
2. **"Action"** means the action styled *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.).
3. **"Parties"** means Plaintiffs and Sudan.
4. **"Plaintiffs"** means Rick Harrison; John Buckley; Margaret Lopez; Andy Lopez; Keith Lorensen; Lisa Lorensen; Edward Love; Robert McTureous; David Morales; Gina Morris; Tracy Smith, as personal representative of the estate of Rubin Smith; Martin Songer, Jr.; Shelly

Songer; Jeremy Stewart; Kesha Stidham; Aaron Toney; Eric Williams; and Carl Wingate, as well as any other person or entity added as a Plaintiff in the Actions that are the subject of this Agreement.

5. **“Plaintiffs’ Counsel”** or **“Plaintiffs’ Attorneys”** shall refer to the law firms of:

LAW FIRM OF NELSON M. JONES, III
Nelson M. Jones, III
440 Louisiana St., Ste. 1575
Houston, Texas 77002
Telephone: (713) 236-8736
Facsimile: (713) 236-8990
njoneslawfirm@aol.com

HALL, LAMB, HALL & LETO, P.A.
Adam S. Hall
2665 South Bayshore Drive, PH1
Miami, Florida 33133
Telephone: (305) 374-5030
Facsimile: (305) 374-5033
adamhall@hlhlawfirm.com

6. **“Release”** or **“Releases”** means a release executed either by a Plaintiff individually or, if applicable, by a representative of a Plaintiff, in the form attached hereto as either Attachment A and Attachment B, as appropriate.

7. **“Released Claims”** has the meaning set forth in the form of Releases, attached hereto as Attachment A and Attachment B.

8. **“Sudan”** means The Republic of the Sudan; its agencies or instrumentalities; officials, employees, and agents of the Republic of the Sudan or of agencies or instrumentalities of the Republic of Sudan; and any Sudanese national (including natural and juridical persons).

9. **“Sudan’s Counsel”** or **“Counsel for Sudan”** shall refer to the law firm of:

WHITE & CASE LLP
Christopher M. Curran
701 Thirteenth Street NW
Washington, DC 20005

Telephone: (202) 626-3600
Facsimile: (202) 639-9355
ccurran@whitecase.com

10. “**Settlement Amount**” means the thirty-nine million four hundred twenty thousand U.S. dollars (\$39,420,000.00) referenced in Paragraph 14.

B. Terms of Agreement and Dismissal of Claims

11. **Reasonable Best Efforts to Effectuate This Settlement.** Plaintiffs’ Counsel on behalf of Plaintiffs, on the one hand, and Counsel for Sudan, on behalf of Sudan, on the other hand, agree to undertake their reasonable best efforts, including undertaking all actions contemplated by and steps necessary to effectuate this Settlement Agreement, to carry out the terms of this Settlement Agreement and to secure the prompt, complete, and final dismissal with prejudice of all claims in the Actions. The Parties shall cooperate with each other and execute any additional documents necessary to effect the terms of this Settlement Agreement.

12. **Finality of Settlement.** This Settlement Agreement shall be final and binding upon signing.

13. **Releases and Covenants.** No more than thirty (30) days after the signing of this Settlement Agreement, Plaintiffs’ Counsel shall deliver to Sudan’s Counsel a Release, executed either individually or, if applicable, by a representative, for each of the Plaintiffs. Plaintiffs executing the Release on behalf of themselves, individually, shall execute the Release in the form attached hereto as Attachment A, and individuals executing the Release as a representative for a Plaintiff shall execute the Release in the form attached hereto as Attachment B. Notwithstanding the forms of Release, Sudan agrees upon request to carve out from the terms of any Release any claim arising from any preexisting relationship between any Plaintiff and any Sudanese national, in his or her individual capacity, that is wholly unrelated to the Actions.

14. Settlement Payment.

a. Within thirty (30) days of the date of this Agreement, Plaintiffs' Counsel shall deliver to Sudan's Counsel an executed Release in the form attached hereto as Attachment A or B, as applicable, from each Plaintiff, without exception. Counsel for Sudan shall hold the Releases in trust until the Settlement Amount is available in the Account.

b. Once Sudan's Counsel has received the Releases in accordance with the terms of this Agreement, Sudan shall, within thirty (30) days of the date of this Agreement, cause the transfer of a lump sum of thirty-nine million four hundred twenty thousand U.S. dollars (\$39,420,000.00) into the Account. Each party shall be responsible for its fees, including any wire transfer fees or other fees associated with the transfer of the Settlement Amount.

c. After making the payment described in Paragraph 14(b) above, Sudan shall have no responsibility whatsoever for the allocation or distribution of the Settlement Amount and shall not be responsible for any disputes relating to the amount, allocation, or distribution of any fees, costs or awards. Further, after making the payment described in Paragraph 14(b) above, Sudan shall not be liable for any additional payments to Plaintiffs or Plaintiffs' Counsel pursuant to this Settlement Agreement. Sudan shall have no responsibility to make any tax filings related to the Settlement, this Settlement Agreement, or the Settlement Amount, and shall have no responsibility to pay taxes on any income earned by the Settlement Amount, or to pay taxes with respect thereto. Other than as specifically set forth herein, Sudan shall have no responsibility for the payment of taxes or tax-related expenses.

f. Sudan shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of Plaintiffs' or Plaintiffs' attorneys, experts, advisors, agents, or representatives.

g. Plaintiffs shall not be liable for any costs, attorneys' fees, other fees, or expenses of Sudan or Sudan's attorneys, experts, advisors, agents, or representatives.

15. Full Satisfaction; Limitation of Interest and Liability. Plaintiffs shall look solely to the Settlement Amount for settlement and satisfaction against Sudan of the Released Claims. This Agreement shall constitute the exclusive and final means for addressing the claims that are the subject of the Release.

16. Enforcement in the Event of Breach by Either Party.

a. The Parties acknowledge and agree that this Agreement shall be enforceable by specific performance, including issues relating both to the Releases and the Settlement Amount.

b. In the event of a breach of this Settlement Agreement, the parties agree to the jurisdiction of the U.S. District Court for District of Columbia for the limited purpose of enforcing the Agreement's provisions. The Parties waive any objections that could otherwise be asserted to the court's subject-matter and personal jurisdiction. Except for this provision, Sudan reserves all rights, privileges, defenses, and immunities, including foreign sovereign immunity.

17. Integrated Agreement. This Settlement Agreement, together with the Releases, attached hereto as Attachment A and Attachment B, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties hereto with respect to the transactions contemplated by this Agreement, and supersedes all prior agreements

or understandings, whether written or oral, between or among any of the Parties hereto with respect to the subject matter hereof. This Settlement Agreement shall not be modified in any respect except by a writing executed by all of the Parties hereto.

18. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

19. No Party is the Drafter. None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

20. Choice of Law. All terms of this Settlement Agreement shall be governed by the laws of the District of Columbia.

21. Authority to Execute. Undersigned Plaintiffs' Counsel each represents and warrants that he is duly authorized by Plaintiffs to execute this Settlement Agreement on Plaintiffs' behalf, and the undersigned representative of Sudan represents and warrants that he is duly authorized by Sudan to execute this Settlement Agreement on Sudan's behalf.

22. No Admission. Nothing in this Settlement Agreement, nor in any document related to this Settlement Agreement, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein, shall be construed as an admission or concession in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Sudan, including, without

limitation, that Sudan has engaged in any conduct or practices that would make it subject to the jurisdiction of a U.S. court under 28 U.S.C. § 1605A.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

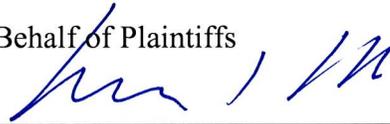
On Behalf of Sudan



Ambassador Mohammed Abdalla Eltom

*Director General, European and American Affairs
Ministry of Foreign Affairs of the Republic of the Sudan*

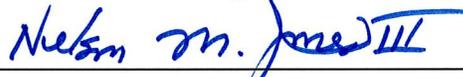
On Behalf of Plaintiffs



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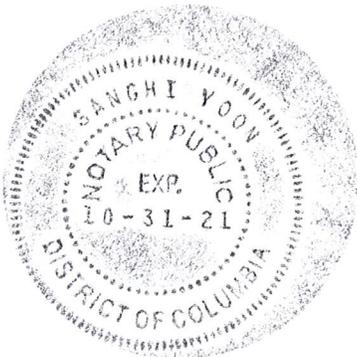
Counsel for Plaintiffs



LAW FIRM OF NELSON M. JONES, III

Nelson M. Jones, III
440 Louisiana St., Ste. 1575
Houston, Texas 77002
Telephone: (713) 236-8736
Facsimile: (713) 236-8990
njoneslawfirm@aol.com

Counsel for Plaintiffs



District of Columbia: SS

Subscribed and sworn to before me, in my presence, this 7th day of February, 2020



**Sanghi Yoon, Notary Public, D.C.
My commission expires October 31, 2021.**

ATTACHMENT A

RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, I, _____, for myself and on behalf of any and all of my agents, attorneys, representatives, advisors, heirs, successors, insurers and assigns, and any persons or entities acting or purporting to act on behalf of any of the foregoing, hereby expressly waive and fully, finally, and forever settle, release, acquit, and discharge the Republic of the Sudan, its agencies and instrumentalities; officials, employees, and agents of the Republic of the Sudan or of agencies and instrumentalities of the Republic of the Sudan; and any Sudanese national (including natural and juridical persons) (collectively, "Sudan") from any and all known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claims, demands, judgments, actions, suits, causes of action that I ever had, now have, or hereafter can, shall, or may have from the beginning of time until the date hereof in any way on account of, with respect to, arising out of, in connection with or related to any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, claims, causes of action, injuries, damages, and the consequences thereof, whether in law, equity, arbitration or otherwise, on any legal basis under the law of any jurisdiction, domestic or foreign, or under international law, and without regard to the discovery or existence of different or additional facts that I hereafter discover, in any way arising out of or in any way relating to any act or omission of Sudan up to the date hereof, including, but not limited to, any claims alleged, or that could have been alleged, or that still could be alleged, in the actions styled *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.) (hereinafter "Released Claims").

ME

ASH

I acknowledge that I am expressly waiving and fully, finally, and forever settling, releasing, acquitting, and discharging any Released Claims without regard to the discovery of additional facts other than or different from those which I believe to be true with respect to the Released Claims. In addition, I hereby expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law or common law principle of any state or territory of the United States, or any other jurisdiction, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

I declare under penalty of perjury that I have not assigned any Released Claims. To the extent that I have assigned any Released Claims, in breach of the my sworn statement to the contrary, and to the extent I purport to assign any Released Claims in the future, I shall indemnify and hold harmless Sudan against any claim, counterclaim, action or proceeding that my assignee initiates or takes against Sudan in any way on account of, with respect to, arising out of, in connection with or related to the Released Claims.

Signature of Plaintiff

Signed before me this _____ day of _____, 20____, by _____
in _____, _____.

Stamp of Notary Public/Official Witnessing the Signature

Signature of Notary Public/Official Witnessing the Signature

ATTACHMENT B

RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, I, _____, as the legal representative of _____, and any and all of _____'s agents, attorneys, representatives, advisors, heirs, successors, insurers and assigns, and any persons or entities acting or purporting to act on behalf of any of the foregoing, hereby expressly waive and fully, finally, and forever settle, release, acquit, and discharge the Republic of the Sudan, its agencies and instrumentalities; officials, employees, and agents of the Republic of the Sudan or of agencies and instrumentalities of the Republic of the Sudan; and any Sudanese national (including natural and juridical persons) (collectively, "Sudan") from any and all known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claims, demands, judgments, actions, suits, causes of action that _____ has ever had, now has, or hereafter can, shall, or may have from the beginning of time until the date hereof in any way on account of, with respect to, arising out of, in connection with or related to any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, claims, causes of action, injuries, damages, and the consequences thereof, whether in law, equity, arbitration or otherwise, on any legal basis under the law of any jurisdiction, domestic or foreign, or under international law, and without regard to the discovery or existence of different or additional facts that in any way arise out of or in any way relate to any act or omission of Sudan up to the date hereof, including, but not limited to, any claims alleged, or that could have been alleged, or that still could be alleged, in the action styled *Harrison v. Republic of Sudan*, 1:10-cv-01689 (D.D.C.) (hereinafter "Released Claims").

ME
ASH

I acknowledge on behalf of _____ that I am authorized to, and hereby, expressly waive, fully, finally, and forever settle, release, acquit, and discharge any Released Claims without regard to the discovery of additional or different facts with respect to the Released Claims. In addition, I am authorized to, and hereby, expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law or common law principle of any state or territory of the United States, or any other jurisdiction, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

I declare under penalty of perjury that none of the Released Claims have been assigned. To the extent that any of the Released Claims has been assigned, in breach of my sworn statement to the contrary, and to the extent any Released Claims are purportedly assigned in the future, I, on behalf of _____ shall indemnify and hold harmless Sudan against any claim, counterclaim, action or proceeding that my assignee initiates or takes against Sudan in any way on account of, with respect to, arising out of, in connection with or related to the Released Claims.

I affirm under penalty of perjury that I am legally authorized to execute this release on behalf of

_____.

Signature of Legal Representative
of _____

Signed before me this _____ day of _____, 20____, by _____
in _____, _____.

Stamp of Notary Public/Official Witnessing the Signature

Signature of Notary Public/Official Witnessing the Signature