

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

**JOHN F. KNIGHT, JR., et al.,** )  
 )  
 **Plaintiffs,** )  
 )  
 **v.** )  
 )  
 **THE STATE OF ALABAMA, et al.,** )  
 )  
 **Defendants.** )

**Case No.: CV 83-M-1676-S**

**JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT  
BETWEEN ALABAMA A&M UNIVERSITY AND AUBURN UNIVERSITY**

Defendants Alabama A&M University (“AAMU”) and Auburn University (“Auburn”), through undersigned counsel, would show unto the Court that they have resolved the issues between them in this action pertaining to the Alabama Agricultural Experiment Station (“AAES”) and research and experiment projects at AAMU, by the terms set out in the Settlement Agreement attached to this joint motion. AAMU and Auburn would further show that all issues between them pertaining to the Alabama Cooperative Extension System (“ACES”) have previously been resolved.

WHEREFORE, defendants AAMU and Auburn jointly pray that the Court will enter Orders as follows:

- A. Setting a deadline for other parties in this action to file objections, if any, to the attached proposed Settlement Agreement; and
- B. Following that deadline and after such proceedings, if any, that the Court deems appropriate to consider any objection that may be filed, (i) finally approving the attached proposed Settlement Agreement, (ii) finding that the Settlement Agreement is

fair, adequate and reasonable in all respects, and (iii) dismissing on the merits and with prejudice all claims against Auburn pertaining in any way to the AAES, to AAMU's agricultural research and experiment projects, and/or to ACES.

The 19<sup>th</sup> day of October 2006.

s/Braxton Schell, Jr.  
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**CERTIFICATE OF SERVICE**

I hereby certify that on October 19, 2006, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to other counsel.

s/David R. Boyd

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 **THE STATE OF ALABAMA, et al.,** )  
 )  
 **Defendants.** )

**Case No.: CV 83-M-1676-S**

**SETTLEMENT AGREEMENT BETWEEN ALABAMA A&M UNIVERSITY  
AND AUBURN UNIVERSITY**

This Agreement is entered into by and between Alabama A&M University (“AAMU”) and Auburn University (“Auburn”), to resolve all issues between them pertaining to the Alabama Agricultural Experiment Station (“AAES”) and to agricultural research and experiment projects at AAMU. The parties acknowledge that all issues regarding the Alabama Cooperative Extension System (“ACES”) have previously been finally resolved and that no further order by the Court relating to ACES is required, other than final dismissal.

The Decree entered in this case on July 31, 2005 provided that AAMU could compete for up to 10% of the annual AAES appropriation from the State of Alabama. The Court then entered an Order on January 14, 1997 requiring that Auburn transfer \$200,000 annually to AAMU towards the fixed costs of its experiment and research efforts, and requiring further that the fixed cost payments would fluctuate by the same percentage as any increases or decreases in the AAES budget appropriation from the State.

After the Court entered its 1997 Order, the parties agreed to a formula with respect to payments from Auburn to AAMU for approved research and experiment projects, in addition to the required fixed cost payments. The parties agree that AU made annual payments for fixed costs in the amount of \$200,000 through fiscal year 2004-2005, but has made no fixed cost payments for fiscal years 2005-2006 or 2006-2007.

The parties also agree that Auburn made annual payments pursuant to the Court's Decree and the agreement of the parties for AAMU's research and experiment projects through fiscal year 2004-2005, but has not made any such payments for fiscal years 2005-2006 or 2006-2007.

The parties desire to settle all pending matters between them pertaining to the AAES and to AAMU's research and experiment efforts, so as to satisfy any past or existing obligations of Auburn to provide continued funding to AAMU, and to release Auburn from any further obligations. Based on the foregoing, the parties agree as follows, subject to approval of the Court:

1. Auburn shall pay to AAMU (1) the unpaid fixed costs required by the Court's 1997 Order through fiscal year 2006-2007 and (2) payments pursuant to the formula agreed upon between the parties for fiscal years 2005-2006 and 2006-2007. The parties agree that the total owed by Auburn to AAMU for these items is \$2,680,724. Said payment shall be made within 30 days of the execution of this Agreement.

2. Auburn recognizes that AAMU will seek to have continued funding for AAMU's experiment and research efforts appropriated in a line item from the Alabama legislature. Auburn agrees not to oppose such appropriations insofar as they would be in amounts essentially equivalent on an annual basis to the payments owed by Auburn and

the State to AAMU for fiscal year 2007-2008 pursuant to the Court's 1997 Order and the agreement between Auburn and AAMU.

3. This agreement does not, however, obligate Auburn to lobby for approval of the AAMU line item. In agreeing not to oppose AAMU's efforts, Auburn agrees only that its legislative lobbyist, its officers, or its institutional representatives will not suggest to members of legislature that AAMU's efforts to secure the line item described above be resisted or opposed. The parties to this agreement recognize that Auburn, its legislative lobbyist, its officers, or its institutional representatives do not have any control over how individual members of the legislature may ultimately vote on AAMU's request for a line-item appropriation. Nothing in this agreement shall be construed to create an obligation or commitment by the State of Alabama or Auburn to appropriate or otherwise provide funding of any particular nature or amount.

4. Auburn and AAMU will request that the Court dismiss with prejudice all claims against Auburn pertaining in any way to the AAES, AAMU's agricultural research and experiment projects, and/or the ACES.

#### **DISMISSAL OF ACTION AND SETTLEMENT IMPLEMENTATION**

##### A. Opportunity for Parties to Object.

Promptly after execution of this Agreement, but in no event later than ten (10) days after the execution of this Agreement, the parties by joint motion shall submit the Agreement to the District Court requesting that the Court enter an order giving all parties to this action a reasonable opportunity to file any objections to the Agreement.

B. Final Judgment.

After reasonable opportunity for the parties to this action to object, and following such proceedings, if any, that the Court deems appropriate, Auburn and AAMU shall request the Court to grant final approval of the Agreement and to enter judgment thereon ("Judgment"). In order to satisfy the requirements of the Agreement, the Judgment must include, by specific statement or by reference to the Agreement to the extent permitted by law and the rules of court, provisions which:

1. Find that the Agreement is fair, adequate, and reasonable in all respects.
2. Dismiss on the merits and with prejudice all claims against defendant Auburn University pertaining in any way to the AAES, AAMU's agricultural research and experiment projects, and/or ACES.

This Agreement shall become final upon entry of the Judgment as provided for above.

The 19<sup>th</sup> day of October 2006.

s/Braxton Schell, Jr.  
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