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**At the District Court
J e r u s a l e m**

CA 1593/98

Before the Honorable Judge V. Zeiler

The Plaintiffs:

1. Estate of the deceased _____ **Hamaeyl**
2. _____ **Hamaeyl**
3. _____ **Hamaeyl (minor)**
4. _____ **Hamaeyl (minor)**
5. _____ **Hamaeyl (minor)**
6. _____ **Hamaeyl (minor)**
7. _____ **Hamaeyl (minor)**
8. _____ **Hamaeyl (minor)**
9. _____ **Hamaeyl (minor)**
10. _____ **Hamaeyl**
11. _____ **Hamaeyl**

All represented by counsel, Adv. Michal Pinchuk
of HaMoked: Center for the Defence of the Individual,
founded by Dr. Lotte Salzberger
4 Abu Obeida St., Jerusalem
Tel: 02-6283555 Fax: 02-6276317

v.

1. **Oren Partok**
2. **Yehuda Masri**
3. **The State of Israel**

All three represented by the Attorney General representative
Tel Aviv District Attorney's Office (Civil)
1 Henrietta Szold Street, Tel Aviv 64924
Tel.: 03-6970222 Fax: 03-6918541

Settlement Agreement

1. The parties' counsels hereby respectfully advise the honorable court that they have reached an agreement to delete the claim by settlement as follows:
 - a. Without admitting any claim or fact of the claims and facts specified in the statement of claim, without admitting to any responsibility or liability, *ex gratia*, and for humanitarian reasons defendant No. 3 will pay the plaintiffs, jointly and/or severally, through Adv. Michal Pinchuk, the sum of 420,000 ILS for the full, final and complete waiver of all

claims, of any kind and nature whatsoever, that the plaintiffs may have against the defendants in connection with the incident being the subject matter of the claim, including waiver of claims of any benefactors whatsoever, whether now existing or which may exist in the future.

- b. The sum of 420,000 ILS will be paid within 30 days from the date a certified copy of a judgment giving the above settlement an effect is received at the Tel Aviv District Attorney's Office (Civil).

Any amount not paid within 30 days as aforesaid will bear linkage differentials and interest as defined in the Adjudication of Interest and Linkage Law from the date of the judgment until the date full payment is actually made.

- c. Following the payment of the sum of 420,000 ILS as aforesaid, no person and/or body will have any claim and/or demand whatsoever against the State of Israel and/or its employees and/or agents and/or anyone on its behalf (hereinafter: the State) in connection with and/or concerning the incident being the subject matter of the statement of claim.

The plaintiffs will jointly and/or severally compensate the State immediately upon its first demand if any claim and/or demand is filed by any person or body as aforesaid, for any payment or expense borne by the State as a result of any such claim and/or demand.

- d. The claim against defendants No. 1 and No. 2 will be deleted.
- e. Each party will bear its own expenses.

2. The honorable court is hereby requested:

- a. To delete the claim against defendants No. 1 and No. 2 without an order for expenses.
- b. To hold that this settlement does not violate the rights of the minor plaintiffs.
- c. To give this agreement and all of its terms and conditions an effect of a judgment.
- d. To order how to handle the monies of the minors.

(signed)

(signed)

Michal Pinchuk, Advocate
Counsel to plaintiffs

Avraham Ronen, Advocate
Senior deputy A to Tel Aviv District Attorney (Civil)

Tel Aviv, 20 Tamuz 5759
July 4, 1999

No. T/98/5001
Meirav 176888