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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

James E. McKinney, et al.,)	
)	
Plaintiffs,)	
)	
v.)	1:87-565-CAM
)	
Southern White Knights, et al.,)	
)	
Defendants.)	

ORDER

Now pending before the Court is the plaintiffs' motion for approval of a proposed settlement. The settlement covers the Invisible Empire (Knights of the Ku Klux Klan), Empire Publishing, two successor groups to the Invisible Empire and Empire Publishing - the Unified Ku Klux Klan and Knight Rider Publications, and James W. Farrands. This Court is required to review all settlements to ensure their fairness and to ensure the protection of the class of plaintiffs represented in this litigation.¹

The proposed settlement agreement is an amendment to the settlement agreement entered into by these parties on May 5, 1993 and made a part of the Court's Order of May 19, 1993. (There were other defendants as well.)

Since judgment was entered on October 25, 1988, plaintiffs' attorneys have diligently pursued collection efforts. See Order, May 19, 1989. In addition, plaintiffs' attorneys have diligently sought the enforcement of the May 19, 1993 Order.

¹ In an order entered April 12, 1989, the District Court granted plaintiffs' motion for appointment of a magistrate for the approval of settlement orders.

Based on the pleadings and the representation of the parties through their counsel, the Court declares that the proposed settlement is fair and just and in the best interest of the class. Pursuant to the terms of the settlement, fulfillment of terms thereof will constitute a full and final settlement of the claims of the plaintiffs against the parties to the settlement. If a party fails to fulfill the terms of this settlement within the time specified, the plaintiffs shall have the option of voiding the settlement.

Pursuant to the terms of the settlement with Farrands, the Invisible Empire, Empire Publishing, Unified Ku Klux Klan and Knight Rider Publications, the Court shall retain jurisdiction over this case for a period of five years, and the terms of the settlement shall be binding on the parties thereto indefinitely. To signify that the settlement is so binding, the Court hereby makes the terms of the settlement part of this order by appending a copy of the settlement hereto.

Let a copy of this Order be served upon counsel for the parties.

AND IT IS SO ORDERED this 12 day of July, 1994.


United States Magistrate, Judge

ENTERED ON DOCKET

JUL 18 1994

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

James E. McKinney, et al.,)	
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Plaintiffs,)	
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v.)	1:87-565-CAM
)	
Southern White Knights, et al.,)	
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Defendants.)	

AMENDED SETTLEMENT AGREEMENT

The plaintiffs, through their attorneys, J. Richard Cohen and Morris Dees, and the Unified Ku Klux Klan, Inc., a Georgia corporation (hereinafter "Unified Klan"), the Invisible Empire, Knights of the Ku Klux Klan, Inc., a Louisiana corporation (hereinafter "National Klan"), Empire Publishing, Inc., a Connecticut corporation (hereinafter "Empire Publishing"), Knight Rider Publications, a d/b/a of the Unified Klan (hereinafter "Knight Rider"), and James W. Farrands through their attorney, Terrence A. Shannon, agree, subject to the approval of the Court, to an amended settlement of all claims against said parties on the following terms and conditions:

1. James W. Farrands agrees to cease and desist from the operation of or participation in any white supremacy organization or activity. This shall include but not be limited to any Ku Klux Klan, neo-Nazi, Skinhead, Identity, white separatist, or Posse Comitatus groups.

2. James W. Farrands, on behalf of himself, the Unified Klan, the National Klan, Empire Publishing, and Knight Rider agrees to transfer to the plaintiff class all right, title and interest that he has and controls as President of said groups in and to the names Unified Ku Klux Klan and Knight Rider Publications and all publications and the names of the publications of said groups. In addition, he agrees to dissolve the Unified Klan as a corporation.

3. James W. Farrands agrees to permanently close Mid-South Bank account number 5001031279 for Knight Rider Publications, and further agrees not to establish another bank account for this group or any other group listed in paragraph 1 hereof. Farrands further agrees not to engage in any business or trade selling any products or publications similar to those sold by Empire Publishing or Knight Rider Publications.

4. James W. Farrands shall destroy all the customer lists, subscription lists and membership lists of the newly formed Unified Klan and Knight Rider, to include but not be limited to the names and addresses of those who responded to a request placed in the final edition of the National Klan's official newspaper, *The Klansman*, for persons interested in being a part of "your new Klan group." He agrees to retain no copies and not to provide copies to any other person or group. He further agrees to retrieve any copies of said lists that he has provided other persons or groups to the best of his ability. Defendant's counsel shall certify to plaintiffs' counsel through an affidavit that said lists have been destroyed. These actions shall be taken within thirty (30) days after Court approval of this agreement.

5. James W. Farrands agrees to close Post Office Box 700 in Gulf, North Carolina within thirty (30) days after Court approval of this agreement.

6. Plaintiffs agree, upon approval of this amended settlement agreement by the Court, to release James Farrands and Diane Farrands, their heirs, administrators and executors, from all claims, except those set out in paragraph 7 hereof. Plaintiffs agree not to file any actions or motions against said persons for past or future claims that arose or might arise from the subject of this litigation or enforcement of court orders thereto, except as may be required to enforce said paragraph 7. This release covers any actions taken by said persons in their individual capacities as well as their capacities as an officer or member of any Ku Klux Klan group.

7. James W. Farrands agrees that he shall pay to the plaintiff class the sum of Five Thousand Dollars (\$5,000) as liquidated damages should he fail to perform any obligation he has undertaken in connection with this amended settlement agreement.

8. All of the terms of the Pro Tanto Agreement signed by the parties on May 5, 1993 and made a part of the Court's Order dated May 19, 1993, shall remain in full force and effect and the Court shall maintain jurisdiction over this case for a period of five (5) years, and the terms of both agreements shall be binding on the parties thereto indefinitely.

9. The parties agree that the terms of this amended settlement agreement shall be incorporated into the Court's final order approving this amended settlement agreement and be binding on the parties.

Agreed:



Terrence A. Shannon,
Counsel for
James W. Farrands, Unified Ku Klux Klan,
a Georgia Corporation, Invisible Empire,
Knights of the Ku Klux Klan, Inc., a Louisiana
corporation, Empire Publishing, Inc., a
Connecticut corporation, and Knight Rider
Publications, a d/b/a of the Unified Ku Klux
Klan

Date: 6/21/94

Agreed on behalf of
the plaintiff class



J. Richard Cohen
Morris Dees
Plaintiffs' Counsel

Dated: 6/16/94