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8 IN THE UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

10 SHARON TURPITT,
 11 Plaintiff,
 12 v.
 13 RIVERBANK HOUSING AUTHORITY;
 UNITED STATES OF AMERICA,
 14 Defendants.
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CASE NO. 1:14-cv-00602 MCE-SKO
**STIPULATION AND ORDER FOR
 COMPROMISE SETTLEMENT AND
 RELEASE OF FEDERAL TORT CLAIMS
 ACT CLAIMS PURSUANT TO 28 U.S.C.
 § 2677**

16 HOUSING AUTHORITY OF THE CITY OF
 RIVERBANK,
 17 Cross-Complainant,
 18 v.
 19 UNITED STATES OF AMERICA,
 20 Cross-Defendant.
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22 It is hereby stipulated by and among the undersigned plaintiff (meaning any person, other than the
 23 defendants and the attorneys, signing this agreement, whether or not a party to this civil action) (“Plaintiff),
 24 defendant/cross-complainant Housing Authority of the City of Riverbank (“Authority”) and defendant/cross-
 25 defendant the United States of America (“United States”), by and through their respective attorneys, as
 26 follows:

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1 1. Plaintiff hereby agrees to settle and compromise each and every claim of any kind, whether
2 known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-
3 captioned action, under the terms and conditions set forth in this Stipulation.

4 2. The parties have agreed to settle this matter for a total sum of \$8,500.00 (Eight Thousand
5 Five Hundred Dollars) as follows: The United States and the Authority each agrees to pay the sum of
6 \$4,250.00 (Four Thousand Two Hundred Fifty Dollars) to Plaintiff, which sums shall be in full settlement
7 and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature,
8 arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal
9 injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of
10 this action, including any future claims for wrongful death, for which plaintiff or his guardians, heirs,
11 executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United
12 States or the Authority, their agents, servants, and employees.

13 3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agree to accept
14 the sum set forth in this Stipulation in full settlement, satisfaction, and release of any and all claims,
15 demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death,
16 arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and
17 personal injuries, damage to property and the consequences thereof, which they may have or hereafter
18 acquire against the United States or the Authority, their agents, servants, and employees on account of the
19 same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any
20 kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages.
21 Plaintiff and his guardians, heirs, executors, administrators, or assigns further agree to reimburse, indemnify
22 and hold harmless the United States and the Authority, their agents, servants, and employees from and
23 against any and all causes of action, claims, liens, rights, or subrogated or contribution interests incident to
24 or resulting from further litigation or the prosecution of claims by Plaintiff or his guardians, heirs, executors,
25 administrators, or assigns against any third party or against the United States or the Authority, including
26 claims for wrongful death.

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1 4. Plaintiff expressly waives any rights or benefits available pursuant to Section 1542 of the
2 Civil Code of the State of California, which provides as follows:

3 **A general release does not extend to claims which the creditor does not**
4 **know or suspect to exist in his or her favor at the time of executing the**
5 **release, which if known by him or her must have materially affected his**
6 **or her settlement with the debtor.**

7 The parties understand and agree that this Stipulation shall act as a release of future claims that may arise
8 from the subject matter of the above-captioned action, whether such claims are currently known, unknown,
9 foreseen or unforeseen. The parties understand and acknowledge the significance and consequences of the
10 specific waiver of section 1542 and hereby assume full responsibility for any injury, loss, damage, or liability
11 that may be incurred hereafter by reason of or related to the subject matter that gave rise to this action.

12 5. This Stipulation is not, is in no way intended to be, and should not be construed as, an
13 admission of liability or fault on the part of the United States of America, the Authority, their agents,
14 servants, or employees, and it is specifically denied that they are liable to Plaintiff. This settlement is entered
15 into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and
16 avoiding the expenses and risks of further litigation.

17 6. In return for the settlement herein, the Authority agrees to dismissal with prejudice of its
18 cross-complaint against the United States, and the Authority, for itself and on behalf of its insurance carriers
19 (if any), releases and waives all claims for contribution, defense, or indemnity, whether express, implied, or
20 equitable, against the United States, as a result of Plaintiff's claims herein.

21 7. It is also agreed, by and among the parties, that the respective parties will each bear their own
22 costs, fees, and expenses, and that any attorney's fees owed by Plaintiff will be paid out of the settlement
23 amount and not in addition thereto.

24 8. It is also understood by and among the parties that pursuant to Title 28, United States Code,
25 Section 2678, attorney's fees for services rendered in connection with this action shall not exceed 25% of the
26 amount of the compromise settlement.

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