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

11 PATRICIA WATTS *and* ROBERT WATTS,) Case No. 2:09-cv-00059-FCD-DAD
 12 Plaintiffs,)
 13 v.) **STIPULATION AND ORDER**
 14 UNITED STATES OF AMERICA,) **OF DISMISSAL WITH PREJUDICE**
 15 Defendant.)
 16)
 17)

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 19 **STIPULATION OF DISMISSAL WITH PREJUDICE**

20 It is hereby stipulated by and between Plaintiffs Patricia and Robert Watts (“Plaintiffs”) and
 21 Defendant, the United States of America (with Plaintiffs, “the parties”) as follows:

- 22 1. The parties hereby agree to settle and compromise each and every claim of any kind, whether
 23 known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-
 24 captioned action, including but not limited to any and all claims arising out of any medical treatment
 25 Plaintiff Patricia Watts has received from David Grant Medical Center/Travis Air Force Base or other
 26 United States’ facility under the terms and conditions set forth in this Stipulation.
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Stipulation and Order
 of Dismissal with Prejudice

1 2. The United States agrees to pay the sum of One-hundred Fifty Thousand Dollars
2 (\$150,000.00) to Plaintiffs, which sum shall be in full settlement and satisfaction of any and all claims,
3 demands, rights, and causes of action of whatsoever kind and nature against the United States, arising
4 from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal
5 injuries, loss of consortium, damage to property and the consequences thereof, resulting, and to result,
6 from the subject matter of this action, including any claims for wrongful death, including but not limited
7 to any and all claims arising out of any medical treatment Plaintiff Patricia Watts has received from
8 David Grant Medical Center/Travis Air Force Based and any United States' medical facility which
9 Plaintiff Patricia Watts or her guardians, heirs, executors, administrators, or assigns, and each of them,
10 now have or may hereafter acquire against the United States, its agents, servants, and employees.

12 3. Plaintiffs and their guardians, heirs, executors, administrators or assigns hereby agree to
13 accept the sum set forth in Paragraph 2 in full settlement and satisfaction of any and all claims, demands,
14 rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising
15 from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal
16 injuries, loss of consortium, damage to property and the consequences thereof, including but not limited
17 to any and all claims arising out of any medical treatment Plaintiff Patricia Watts has received from the
18 David Grant Medical Center/Travis Air Force Base or other United States' medical facility, which they
19 may have or hereafter acquire against the United States, its agents, servants, and employees on account
20 of the subject matter that gave rise to this action, including but not limited to any and all claims arising
21 out of any medical treatment Plaintiff Patricia Watts has received from the David Grant Medical
22 Center/Travis Air Force Base or other United States' medical facility, including any future claim or
23 lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or
24 exemplary damages. Plaintiffs and their guardians, heirs, executors, administrators, or assigns further
25 agree to reimburse, indemnify and hold harmless the United States and its agents, servants and
26 employees from and against any and all causes of action, claims, liens, rights, or subrogated or
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1 contribution interests incident to or resulting from further litigation or the prosecution of claims arising
2 from the subject matter of this action, including but not limited to any and all claims arising out of any
3 medical treatment Plaintiff Patricia Watts has received from the David Grant Medical Center /Travis Air
4 Force Base or other United States' medical facility.

5 4. Plaintiffs warrant and represent that they intend that this Stipulation shall release all existing
6 and future claims against the United States and its agents, servants and employees arising directly or
7 indirectly from the acts or omissions that gave rise to the above-captioned action, including claims that
8 are unknown and unforeseen, including but not limited to any and all claims arising out of any medical
9 treatment Plaintiff Patricia Watts has received from the David Grant Medical Center/Travis Air Force
10 Base or other United States' medical facility, notwithstanding Section 1542 of the Civil Code of the State
11 of California, which provides as follows:
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13 A general release does not extend to claims which the creditor does not
14 know or suspect to exist in his favor at the time of executing [this] Release,
15 which if known by him must have materially affected his settlement with
16 the debtor.

17 5. This Stipulation is not, is in no way intended to be, and should not be construed as, an
18 admission of liability or fault on the part of the United States or its agents, servants, or employees, and it
19 is specifically denied that they are liable to Plaintiffs. This settlement is entered into by all parties for the
20 purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses
21 and risks of further litigation.

22 6. The parties agree that they will each bear their own costs, fees, and expenses; that any
23 attorney's fees owed by Plaintiffs will be paid out of the settlement amount and not in addition thereto;
24 and that all outstanding or future bills and liens will be the sole responsibility of Plaintiffs.

25 7. Payment of the settlement amount will be made by Electronic Funds Transfer to Plaintiffs
26 through an account specified by Plaintiffs' counsel.
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1 8. The parties agree to execute and deliver such other and further documents as may be required
2 to carry out the terms of this Agreement.

3 9. Each person signing this Stipulation warrants and represents that he or she possesses full
4 authority to bind the person[s] on whose behalf he or she is signing to the terms of the Stipulation.

5 10. Each person signing this Stipulation warrants and represents that no promises, inducements,
6 or other agreements not expressly contained herein have been made; that this Stipulation contains the
7 entire agreement between the parties; and that the terms of this Stipulation are contractual and not mere
8 recitals. This Stipulation may not be altered, amended, modified, or otherwise changed in any respect,
9 except by a writing duly executed by the party to be charged. All prior oral understandings, agreements,
10 and writings are superseded by this Stipulation and are of no force or effect.

11 11. Each person executing this Stipulation represents that he or she has read and understands its
12 contents; that he or she executes this Stipulation voluntarily; that he or she has not been influenced by
13 any person acting on behalf of any party.

14 12. The above-captioned action is hereby DISMISSED WITH PREJUDICE to the extent of
15 Plaintiffs' claims against the United States and, upon approval by the Court as provided below, the Clerk
16 of the Court is requested to enter this dismissal and release in the official docket.

17 13. Notwithstanding the entry of a dismissal herein, the parties hereby stipulate that Hon. Frank
18 C. Damrell, Jr., District Judge, shall retain jurisdiction to enforce the terms of this compromise settlement.

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21 IT IS SO STIPULATED.

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23 /s/ Patricia Watts
24 Patricia Watts

/s/ Robert Watts
Robert Watts

25 DATED: September 16, 2009

LAWRENCE G. BROWN
United States Attorney

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27 By: /s/ Jason Ehrlinspiel
JASON EHRLINSPIEL
Assistant United States Attorney

28 Attorneys for the United States of America

Stipulation and Order
of Dismissal with Prejudice

1 DATED: September 16, 2009

RAWLS & McNELIS PC

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3 By: /s/ Brewster Rawls
BREWSTER RAWLS

4 Attorney for Plaintiffs

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7 **ORDER OF DISMISSAL**

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9 IT IS HEREBY ORDERED THAT, pursuant to Rule 41(a)(1) of the Federal Rules of Civil
10 Procedure and for good cause showing, this case is DISMISSED WITH PREJUDICE. Each party shall
11 bear their own costs and fees. The clerk of the Court shall close the file.
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14 IT IS SO ORDERED.

15 Dated: September 16, 2009

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FRANK C. DAMRELL, JR.
UNITED STATES DISTRICT JUDGE