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

11 PATRICIA C. THIESSEN,
 12 Plaintiff,
 13 v.
 14 UNITED STATES OF AMERICA,
 15 Defendant.

CASE NO. 2:09-cv-00789 MCE EFB
**STIPULATION AND
 ORDER OF DISMISSAL WITH
 PREJUDICE**

17 It is hereby stipulated by and between plaintiff Patricia C. Thiessen (“PLAINTIFF”) and the
 18 UNITED STATES OF AMERICA (“UNITED STATES”) as follows:

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

22 2. The UNITED STATES agrees to pay to PLAINTIFF the sum of Six Thousand Two
 23 Hundred Twenty Five Dollars (\$6,225.00), which sum shall be in full settlement and satisfaction of
 24 any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from,
 25 and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal
 26 injuries, loss of consortium, damage to property and the consequences thereof, resulting, and to result,
 27 from the subject matter of this action, including any claims for wrongful death, including but not
 28 limited to any and all claims arising out of the subject matter of the litigation which PLAINTIFF or her

1 guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter
2 acquire against the United States, its agents, servants, and employees.

3 3. Plaintiff and her guardians, heirs, executors, administrators or assigns, agree to accept
4 the \$6,225.00 in full settlement and satisfaction of any and all claims, demands, rights, and causes of
5 action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason
6 of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to
7 property and the consequences thereof which they may have or hereafter acquire against the UNITED
8 STATES, its agents, servants, and employees on account of the same subject matter that gave rise to the
9 above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether
10 known or unknown, and whether for compensatory or exemplary damages. Plaintiff and her
11 guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold
12 harmless the UNITED STATES and its agents, servants and employees from and against any and all
13 causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting
14 from further litigation or the prosecution of claims arising from the subject matter of this action against
15 any third party or against the UNITED STATES, including claims for wrongful death.

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

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

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

28 5. This Stipulation is not, is in no way intended to be, and should not be construed as, an
admission of liability or fault on the part of the UNITED STATES, its agents, servants, or employees,

1 and it is specifically denied that they are liable to PLAINTIFF. This settlement is entered into by
2 PLAINTIFF and the United States for the purpose of compromising disputed claims under the Federal
3 Tort Claims Act and avoiding the expenses and risks of further litigation.

4 6. The parties agree that they will each bear their own costs, fees, and expenses; that any
5 attorney's fees owed by PLAINTIFF shall not exceed 25% of the settlement amount (28 U.S.C. § 2678)
6 and will be paid out of the settlement amount and not in addition thereto; and that all outstanding or
7 future bills and liens will be the sole responsibility of PLAINTIFF.

8 7. Payment of the settlement amount from the UNITED STATES will be made by check
9 drawn on the Treasury of the United States for \$6,225.00) and made payable to "Patricia C. Thiessen"
10 The check will be mailed to PLAINTIFF at 212 East Lake, Mt. Shasta, CA 96067. PLAINTIFF's
11 taxpayer ID number is xxx-xx-7440.

12 8. The parties agree to execute and deliver such other and further documents as may be
13 required to carry out the terms of this Stipulation.

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

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

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

25 12. This Stipulation may be executed in counterparts. All such counterparts and signature
26 pages, together, shall be deemed to be one document.

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