

1 2. The United States agrees to pay the sum of Eleven Thousand Dollars
2 (\$11,000.00) to Plaintiff, which sum shall be in full settlement and satisfaction of any and
3 all claims, demands, rights, and causes of action of whatsoever kind and nature against
4 the United States, arising from, and by reason of any and all known and unknown,
5 foreseen and unforeseen bodily and personal injuries, loss of consortium, damage to
6 property and the consequences thereof, resulting, and to result, from the subject matter of
7 this action, including any claims for wrongful death, including but not limited
8 to any and all claims arising out of the subject accident which Plaintiff or her spouse,
9 guardians, heirs, executors, administrators, or assigns, and each of them, now have or may
10 hereafter acquire against the United States, its agents, servants, and employees.
11

12 3. Plaintiff and her spouse, guardians, heirs, executors, administrators or assigns
13 hereby agree to accept the sum set forth in Paragraph 2 in full settlement and satisfaction
14 of any and all claims, demands, rights, and causes of action of whatsoever kind and nature,
15 including claims for wrongful death, arising from, and by reason of, any and all known and
16 unknown, foreseen and unforeseen bodily and personal injuries, loss of consortium,
17 medical expenses, medical liens, lost wages, loss of wage earning capacity, damage to
18 property and the consequences thereof, including but not limited to any and all claims
19 arising out of the subject incident, which she may have or hereafter acquire against the
20 United States, its agents, servants, and employees on account of the subject matter that
21 gave rise to this action, including any future claim or lawsuit of any kind or type
22 whatsoever, whether known or unknown, and whether for compensatory or exemplary
23 damages. Plaintiff and her spouse, guardians, heirs, executors, administrators, or assigns
24 further agree to reimburse, indemnify and hold harmless the United States, and its agents,
25
26
27
28

¹ Any and all references to the United States of America incorporates the United States Postal Service.

1 servants and employees from and against any and all causes of action, claims, liens, rights,
2 or subrogated or contribution interests incident to or resulting from further litigation or
3 the prosecution of claims arising from the subject matter of this action, including but not
4 limited to any and all claims arising out of any medical treatment Plaintiff received as a
5 result of or in connection with the subject incident.

6
7 4. Plaintiff warrants and represents that she intends that this Stipulation shall
8 release all existing and future claims against the United States, and its agents, servants
9 and employees arising directly or indirectly from the acts or omissions that gave rise to the
10 above-captioned action, including claims that are unknown and unforeseen, including but
11 not limited to any and all claims arising out of the subject accident, notwithstanding
12 Section 1542 of the Civil Code of the State of California, which provides as follows:

13
14 A general release does not extend to claims which the creditor
15 does not know or suspect to exist in his favor at the time of
16 executing [this] Release, which if known by him must have
17 materially affected his settlement with the debtor.

18 Plaintiff having been apprised of the statutory language of Section 1542 of the Civil Code
19 of the State of California by her attorneys, and fully understanding the same, specifically
20 elects to waive the benefits of any and all rights she may have pursuant to the provision of
21 that statute and any similar provisions of federal law. Plaintiff understands that, if the
22 facts concerning their injuries and the liability of the United States for damages pertaining
23 thereto are found hereinafter to be other than or different from the facts now believed by
24 them to be true, this agreement shall be and remain effective notwithstanding such
25 material differences.
26

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

1 servants, or employees, and it is specifically denied that they are liable to Plaintiff. This
2 settlement is entered into by all parties for the purpose of compromising disputed claims
3 under the Federal Tort Claims Act and avoiding the expenses and risks of further
4 litigation.

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

9 7. Payment of the settlement amount of \$11,000.00 will be made by a draft made
10 payable to "Heather Kovac and Kathleen Aberegg, her attorney." The check will be sent to
11 Plaintiff's attorney. Plaintiff and her attorney are responsible for the payment of any taxes
12 that may be due out of the settlement proceeds and the United States makes no
13 representation as to any tax consequences or liabilities Plaintiff and her attorney may
14 incur as a result of this settlement.

15 8. Plaintiff's attorney agrees to distribute the settlement proceeds to Plaintiff.

16 9. The parties agree that this Stipulation for Compromise Settlement and
17 Release, including all the terms and conditions of this compromise settlement and any
18 additional agreements relating thereto, may be made public in their entirety and the
19 plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. Section
20 552a(b).

21 10. It is contemplated that this Stipulation may be executed in several counterparts,
22 with plaintiff.

23 11. It is also understood by and among the parties that pursuant to Title 28,
24 United States Code, Section 2678, attorney's fees for services rendered in connection with

1 this action shall not exceed 25 per centum of the amount of the compromise settlement.

2 12. The parties agree to execute and deliver such other and further documents as
3 may be required to carry out the terms of this Agreement.

4 13. Each person signing this Stipulation warrants and represents that he or she
5 possesses full authority to bind the person[s] on whose behalf he or she is signing to the
6 terms of the Stipulation.
7

8 14. Each person signing this Stipulation warrants and represents that no promises,
9 inducements, or other agreements not expressly contained herein have been made; that
10 this Stipulation contains the entire agreement between the parties; and that the terms of
11 this Stipulation are contractual and not mere recitals. This Stipulation may not be
12 altered, amended, modified, or otherwise changed in any respect, except by a writing duly
13 executed by the party to be charged. All prior oral understandings, agreements, and
14 writings are superseded by this Stipulation and are of no force or effect.
15

16 15. Each person executing this Stipulation represents that he or she has read and
17 understands its contents; that he or she executes this Stipulation voluntarily; that he or
18 she has not been influenced by any person acting on behalf of any party.
19

20 16. The above-captioned action is hereby **DISMISSED WITH PREJUDICE** in its
21 entirety and, upon approval by the Court as provided below, the Clerk of the Court is
22 requested to enter this dismissal and release in the official docket.
23

24 17. Notwithstanding the entry of a dismissal herein, the parties hereby stipulate
25 that Hon. Edmund F. Brennan, United States Magistrate Judge, shall retain jurisdiction to
26 enforce the terms of this compromise settlement.
27
28

