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7 UNITED STATES DISTRICT COURT
 8 FOR THE EASTERN DISTRICT OF CALIFORNIA

9	BARBARA MEYER,)	No. 2:10-CV-02998-MCE-GGH
10	Plaintiff,)	
11	v.)	STIPULATION AND ORDER APPROVING
12)	COMPROMISE SETTLEMENT
13	MICHAEL B. DONLEY, Secretary,)	
14	United States Department of the)	
15	Air Force,)	
16	Defendant.)	

17 IT IS HEREBY STIPULATED by and between Plaintiff Barbara Meyer and Defendant
 18 Michael B. Donley, Secretary of the United States Department of the Air Force, by and through
 19 their respective attorneys as follows:

- 20 1. The parties do hereby agree to settle and compromise the above-entitled action under the
 21 terms and conditions set forth herein.
- 22 2. Defendant agrees to pay to Plaintiff Barbara Meyer the sum of Two Hundred Thousand
 23 Dollars and no cents (\$200,000.00), which sum shall be in full settlement and satisfaction of any
 24 and all claims, demands, rights, and causes of action of whatsoever kind and nature, including
 25 claims arising under Title VII of the Civil Rights Act, arising from the subject matter that gave rise
 26 to the above-captioned lawsuit.
- 27 3. Plaintiff agrees to submit her written resignation from the United States Department of the
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1 Air Force within two weeks of the execution of this settlement agreement and Defendant agrees
2 that neither the filing of the underlying action nor this settlement agreement shall prohibit Plaintiff
3 from applying for a position with the United States Department of the Air Force at some future
4 date.

5 4. Plaintiff hereby releases and discharges the Secretary of the United States Department of
6 the Air Force and any of his past and present officials, agents, employees, attorneys, insurers, their
7 successors and assigns, from any and all obligations, damages, liabilities, actions, causes of action,
8 claims and demands of any kind and nature whatsoever, whether suspected or unsuspected, at law
9 or in equity, known or unknown, arising out of the allegations set forth in Plaintiff's Complaint
10 and Plaintiff's employment with the United States Department of the Air Force.

11 5. This stipulation for compromise settlement shall not constitute an admission of liability or
12 fault on the part of the Secretary of the United States Department of the Air Force, the United
13 States, its agencies, agents, servants, or employees, and is entered into by the parties for the
14 purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

15 6. This Agreement may be pled as a full and complete defense to any subsequent action or
16 other proceeding involving any person or party which arises out of the claims released and
17 discharged by the Agreement.

18 7. It is also agreed, by and among the parties, that the settlement amount of Two Hundred
19 Thousand Dollars and no cents (\$200,000.00) to Barbara Meyer represents the entire amount of the
20 compromise settlement and that the respective parties will each bear their own costs, fees, and
21 expenses and that any attorneys' fees owed by Plaintiff will be paid out of the settlement amount
22 and not in addition thereto.

23 8. Payment of the settlement amount will be made by a check drawn on the United States
24 Department of the Air Force for Two Hundred Thousand Dollars and no cents (\$200,000.00) and
25 made payable to the trust account of the Law Offices of Victor C. Thuesen. The check will be
26 mailed to the Law Offices of Victor C. Thuesen, 11 Western Avenue, Petaluma, CA 94952.

27 9. Plaintiff and her attorney are responsible for payment of any taxes that may be due on the
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1 settlement proceeds and Defendant makes no representation as to any tax consequences or
2 liabilities Plaintiff and her attorney may incur as a result of this settlement. If any withholding or
3 income tax liability is imposed upon Plaintiff based on payment of the settlement sum received
4 herein, Plaintiff shall be solely responsible for paying any such determined liability from any
5 government agency thereof. Plaintiff will indemnify and hold harmless Defendant from any
6 liability it incurs from any government agency arising out of any failure by Plaintiff to pay for any
7 liability she might incur from any government agency.

8 10. In consideration of this Agreement and the payment of the foregoing amount
9 thereunder, Plaintiff agrees that upon notification that the settlement check is ready for delivery,
10 she will deliver to Defendant's counsel a fully executed Notice of Dismissal. Upon delivery of the
11 Notice of Dismissal, Defendant's counsel will release the settlement check to Plaintiff's counsel or
12 his agent.

13 11. Plaintiff has been informed that payment may take sixty days or more to process, but
14 Defendant agrees to make good faith efforts to expeditiously process said payment.

15 12. The parties agree that should any dispute arise with respect to the implementation of the
16 terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue her original
17 causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the Agreement in
18 district court. The parties agree that the district court will retain jurisdiction over this matter for
19 the purposes of resolving any dispute alleging a breach of this Agreement.

20 13. The provisions of California Civil Code Section 1542 are set forth below:

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

23 Plaintiff having been apprised of the statutory language of California Civil Code Section 1542
24 by her attorney, and fully understanding the same, nevertheless elects to waive the benefits of any
25 and all rights she may have pursuant to the provision of that statute and any similar provision of
26 federal law. Plaintiff understands that, if the facts concerning Plaintiff's injuries and the liability
27 of the government for damages pertaining thereto are found hereinafter to be other than or
28 different from the facts now believed by them to be true, the Agreement shall be and remain

1 effective notwithstanding such material difference.

2 14. The parties agree that this Stipulation for Compromise Settlement, including all the terms
3 and conditions of this compromise settlement and any additional agreements relating thereto, may
4 be made public in their entirety, and plaintiff expressly consents to such release and disclosure
5 pursuant to 5 U.S.C. § 552a(b).

6 15. This instrument shall constitute the entire Agreement between the parties, and it is
7 expressly understood and agreed that the Agreement has been freely and voluntarily entered into
8 by the parties hereto with the advice of counsel, who have explained the legal effect of this
9 Agreement. The parties further acknowledge that no warranties or representations have been made
10 on any subject other than as set forth in this Agreement. This Agreement may not be altered,
11 modified or otherwise changed in any respect except by writing, duly executed by all of the parties
12 or their authorized representatives.

13 16. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable,
14 the validity, legality, and enforceability of the remaining provisions shall not in any way be
15 affected or impaired thereby.

16
17 Dated: October 27, 2011

/s/
BARBARA MEYER
Plaintiff

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19 Dated: October 27, 2011

/s/
VICTOR C. THUESEN
Law Offices of Victor C. Thuesen
Attorney for Plaintiff

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Dated: October 31, 2011


BENJAMIN B. WAGNER
United States Attorney

/s/
EDWARD A. OLSEN
Assistant United States Attorney

ORDER

APPROVED AND SO ORDERED.

Dated: November 2, 2011



MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE