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

11 TERRI LYNN WALTERS,
 12 Plaintiff,
 13 v.
 14 UNITED STATES OF AMERICA,
 15 Defendant.

Case No. 2:16-CV-02818-MCE-AC
 STIPULATION FOR COMPROMISE
 SETTLEMENT AND DISMISSAL;
 ORDER THEREON

16
 17 Plaintiff Terri Lynn Walters, *in pro per*, and defendant United States of America, by and through
 18 its undersigned counsel, hereby agree and STIPULATE that this action be settled, compromised and
 19 dismissed in accordance with the following terms:

- 20 1. Under the terms and conditions set forth in this Settlement Agreement (“Agreement”), the
 21 parties do hereby agree to settle and compromise each and every claim of any kind, whether known or
 22 unknown, arising directly or indirectly from the circumstances alleged in Plaintiff’s claim, ECF 1-1.
 23 2. Defendant the United States of America will pay to Plaintiff Terri Lynn Walters (hereinafter
 24 referred to as “Plaintiff”) the total sum of Twenty-Six and 50/100 Dollars (\$26.50), in full settlement
 25 and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and
 26 nature, arising from, and by reasons of any and all known and unknown, foreseen and unforeseen bodily
 27 and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the
 28 subject matter of this settlement, including any claims for wrongful death, for 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 of America, or any of its agencies, agents, servants, employees or
3 former employees.

4 3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agree to accept
5 the sum set forth in this Agreement in full settlement and satisfaction of any and all claims, demands,
6 rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising
7 from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal
8 injuries, damage to property and the consequences thereof which they may have or hereafter acquire
9 against the United States of America, its agencies, agents, servants, employees and former employees on
10 account of the same subject matter that gave rise to the above-captioned action, including any future
11 claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for
12 compensatory or exemplary damages.

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

18 5. This Agreement may be pled as a full and complete defense to any subsequent action or other
19 proceeding involving any person or party that arises out of the claims released and discharged by this
20 Agreement.

21 6. It is also agreed by and among the parties that the settlement amount of Twenty-Six and
22 50/100 Dollars (\$26.50) to Plaintiff, represents the entire amount of the compromise settlement, and the
23 respective parties will each bear their own costs, fees, and expenses.

24 7. It is also understood by and among the parties that attorneys' fees, if any, which are not to
25 exceed 25% of the total settlement sum payable to Plaintiff, shall be paid from, and not in addition to,
26 the principal sum of this compromise settlement, as provided in 28 U.S.C. § 2678, as amended.

27 8. It is agreed by and among the parties that, in consideration for settlement of this matter, all
28 outstanding or future bills, liens or attorneys' fees will be the sole responsibility of the plaintiff.

1 9. Payment of the settlement amount from the United States will be made by check drawn on the
2 U.S. Postal Service for Twenty-Six and 50/100 Dollars (\$26.50) and made payable to “Terri Lynn
3 Walters.” The check will be mailed to the following address: Terri Lynn Walters, 3920 67th Street,
4 Sacramento, CA 95820. Ms. Walters’ taxpayer ID/Social Security number is: _____
5 (redacted pursuant to E.D. Cal. R. 140(a)(iii)). Plaintiff is responsible for payment for any taxes that
6 may be due on the settlement proceeds, and the United States makes no representation as to any tax
7 consequences or liabilities Plaintiff may incur as a result of this settlement.

8 10. Plaintiff has been informed that payment may take sixty days or more to process, but the
9 United States agrees to make good faith efforts to expeditiously process said payment.

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

12 12. The parties agree that should any dispute arise with respect to the implementation of the
13 terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue her original
14 cause(s) of action. Plaintiff’s sole remedy in such a dispute is an action to enforce the Agreement in
15 district court.

16 13. Payment of the above sum shall constitute a complete release from and bar to any and all
17 claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for
18 wrongful death, arising from, and by reason of any and all known and unknown, foreseen and
19 unforeseen bodily and personal injuries, damage to property and the consequences thereof, which
20 plaintiff and her guardians, heirs, executors, administrators or assigns may have or hereafter acquire
21 against the United States of America, its agencies, agents, servants, employees and former employees on
22 account of the same subject matter that gave rise to the above-captioned action, including any future
23 claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for
24 compensatory or exemplary damages. Plaintiff and her guardians, heirs, executors, administrators or
25 assigns further agree to reimburse, indemnify, defend and hold harmless the United States of America,
26 its agencies, agents, servants, employees and former employees, individually, and/or in their official
27 capacities, from and against any and all such causes of action, claims, liens, rights, outstanding
28 attorneys’ fees, or subrogated or contribution interests incident to or resulting from further litigation or

1 the prosecution of claims by Plaintiff or her guardians, heirs, executors, administrators or assigns against
2 any third party or against the United States, including claims for wrongful death.

3 14. As to the claims, demands, causes of action and liabilities released herein, Plaintiff expressly
4 waives to the fullest extent permissible under law, any and all rights under Section 1542 of the Civil
5 Code of the State of California, which provides as follows:

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

9 Plaintiff having been apprised of the statutory language of California Civil Code Section 1542 and fully
10 understanding the same, nevertheless elects to waive the benefits of any and all rights it may have
11 pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands
12 that, if the facts concerning the liability of the government for damages pertaining thereto are found
13 hereinafter to be other than or different from the facts now believed by her to be true, the Agreement
14 shall be and remain effective notwithstanding such material difference.

15 15. Plaintiff represents and warrants that she is the sole and lawful owner of all rights, title and
16 interests in and to every claim and other matter which she purports to release or assign herein, and that
17 she has not heretofore assigned or transferred or purported or attempted to assign or transfer to any
18 person or entity any claims or other matters herein released. Plaintiff shall indemnify the United States
19 of America and its agencies, agents, employees, and former employees, named and unnamed, against,
20 and defend and hold harmless from, any claims arising out of or relating to any such assignment or
21 transfer, or any such purported or attempted assignment or transfer, of any claims or other matters
22 released or assigned herein.

23 16. The parties agree that this Agreement, including all the terms and conditions of this
24 compromise settlement and any additional agreements relating thereto, may be made public in their
25 entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. §
26 552a(b).

27 17. The parties hereto acknowledge that each has read this Agreement, that each fully
28 understands its rights, privileges and duties under the Agreement, and that each enters this Agreement

1 freely and voluntarily. Each party further acknowledges that each has had the opportunity to consult
2 with an attorney of its choice to explain the terms of this Agreement and the consequences of signing it.

3 18. The undersigned each acknowledge and represent that no promise or representation not
4 contained in this Agreement has been made to them and acknowledge and represent that this Agreement
5 contains the entire understanding between the parties and contains all terms and conditions pertaining to
6 the compromise and settlement of the disputes referenced herein.

7 19. This Agreement and the provisions contained herein shall not be construed or interpreted for
8 or against any party hereto because that party drafted or caused that party's legal representative to draft
9 any of its provisions.

10 20. All parties agree that this Agreement may be signed in counterpart. All such counterparts
11 and signature pages, together, shall be deemed to be one document.

12 21. Upon approval by the Court as provided below, Plaintiff's action against the United States is
13 hereby DISMISSED WITH PREJUDICE in its entirety, and the Clerk of the Court is required to enter
14 this dismissal and release in the official docket and to close the case.

15 IT IS SO STIPULATED.

16 DATED: January 24, 2017

/s/ Terri L. Walters
TERRI LYNN WALTERS
Plaintiff, *In Pro Per*

19 DATED: January 25, 2017

PHILLIP A. TALBERT
United States Attorney

22 By: */s/ Bobbie J. Montoya*
BOBBIE J. MONTOYA
Assistant U.S. Attorney

Attorneys for United States of America

