

1 JOSEPH P. RUSSONIELLO (SBN 44332)  
 United States Attorney  
 2 JOANN M. SWANSON (SBN 88143)  
 Chief, Civil Division  
 3 MICHAEL T. PYLE (SBN 172954)  
 Assistant United States Attorney

4 450 Golden Gate Avenue, Ninth Floor  
 5 San Francisco, California 94102  
 Telephone: (415) 436-7322  
 6 Facsimile: (415) 436-6748  
 Email: michael.t.pyle@usdoj.gov

7 Attorneys for Defendants

8  
 9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA  
 11 SAN FRANCISCO DIVISION  
 12

13 RAGHBIR SINGH, )  
 14 )  
 Plaintiff, )  
 15 )  
 v. )  
 16 )  
 LINDA HAUSER et al., )  
 17 )  
 Defendants. )  
 18

No. C 07-2997 EDL  
**STIPULATION FOR COMPROMISE  
 SETTLEMENT AND RELEASES;  
 [PROPOSED] ORDER**

19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASES; [PROPOSED] ORDER  
 No. 07-2997 EDL

1 THE PARTIES AND THEIR ATTORNEYS OF RECORD HEREBY SUBMIT THE  
2 FOLLOWING STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASES  
3 (hereinafter, "Stipulation and Agreement"):

4 IT IS HEREBY STIPULATED AND AGREED as follows:

5 1. This Stipulation and Agreement is entered into by and between Raghbir Singh  
6 ("Plaintiff") the Department of Homeland Security ("DHS"), and National Command Link  
7 Network 20 ("NCLN20"). DHS enters into this Stipulation and Agreement on behalf of both  
8 itself and defendants Linda Hauser, John P. Morgan and Mario Canton, each of whom is a  
9 current or former employee of DHS ("Defendants"). Plaintiff, Defendants, DHS and NCLN20  
10 are collectively referred to as the "Parties."

11 2. The Parties to this Stipulation and Agreement do hereby agree to settle, compromise and  
12 dismiss the case currently pending in the United States District Court for the Northern District of  
13 California styled as *Raghbir Singh v. Linda G. Hauser, et al.*, No. C 07-2997 EDL ("the  
14 Action"), under the terms and conditions set forth herein.

15 3. The effective date of this Stipulation and Agreement ("Stipulation and Agreement  
16 Effective Date") is the date on which all signatories to this Stipulation and Agreement have  
17 signed and dated the Stipulation and Agreement.

18 4. In full satisfaction of all claims against Defendants, DHS will provide Plaintiff, a  
19 payment of Fifty Thousand dollars and no cents (\$50,000.00).

20 5. Plaintiff and his heirs, executors, administrators, assigns and attorneys hereby agree to  
21 accept the payment referred to in paragraph 4 in full and final settlement and satisfaction of the  
22 claims raised in the Action under the terms and conditions set forth herein.

23 6. The payment of \$50,000.00 shall be made by wire transfer to a bank account designated  
24 by counsel for Plaintiff in writing.

25 7. Neither Plaintiff nor any of his attorneys may make any additional claim for attorney's  
26 fees or other costs against the United States and/or its agents, servants, or employees (including  
27 DHS and Defendants).

28 8. In consideration of the payment referred to in paragraph 4, Plaintiff agrees that he will

1 immediately upon execution of this Stipulation and Agreement, execute a Stipulation of  
2 Dismissal, which stipulation shall dismiss, with prejudice, all claims asserted or any claims that  
3 could have been asserted in the Action. The fully executed Stipulation of Dismissal will be held  
4 by counsel for the Defendants and will be filed with the Court upon payment of the \$50,000 to  
5 Plaintiff.

6 9. In consideration of the payment referred to in paragraph 4, Plaintiff hereby releases and  
7 forever discharges the United States, and any and all of its past and present agencies, officials,  
8 employees, agents, attorneys, successors, and assigns (including DHS and Defendants) from any  
9 and all obligations, damages, liabilities, causes of actions, claims, and demands of any kind and  
10 nature whatsoever, whether suspected or unsuspected, arising in law or equity, arising from or by  
11 reason of any and all known, unknown, foreseen, or unforeseen injuries, and the consequences  
12 thereof, resulting from the facts, circumstances and subject matter that gave rise to the Action.  
13 This includes a release of any rights or claims Plaintiff may have under Title VII of the Civil  
14 Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, which prohibits discrimination in employment  
15 based on race, color, national origin, religion, or sex, the Equal Pay Act, which prohibits paying  
16 men and women unequal pay for equal work, the Americans with Disabilities Act (42 U.S.C. §  
17 12101 *et seq.*), which prohibits discrimination against the disabled, the Age Discrimination in  
18 Employment Act, 29 U.S.C. § 621 *et seq.* (as amended by the Older Workers' Benefit Protection  
19 Act, 29 U.S.C. § 626(f)), which prohibits age discrimination in employment, the Employee  
20 Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 *et seq.*, the California Fair  
21 Employment and Housing Act ("FEHA"), California Government Code § 12940 *et seq.*, the Fair  
22 Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, the California Labor Code, the California  
23 Constitution, the United States Constitution, the Religious Freedom and Restoration Act  
24 ("RFRA"), and/or any other claim Plaintiff could have asserted that arises from Plaintiff's  
25 employment with any DHS contractor or subcontractor (including Ameriguard and National  
26 Command Link Network 20, Inc.).

27 10. NCLN20 hereby releases and forever discharges the United States, and any and all of its  
28 past and present agencies, officials, employees, agents, attorneys, successors, and assigns

1 (including DHS and Defendants) from any and all obligations, damages, liabilities, causes of  
2 actions, claims, and demands of any kind and nature whatsoever, whether suspected or  
3 unsuspected, arising in law or equity, arising from or by reason of any and all known, unknown,  
4 foreseen, or unforeseen injuries, and the consequences thereof, resulting from Raghbir Singh's  
5 former employment with NCLN20, the Action, and/or the settlement of the Action. This Release  
6 is limited to the circumstances and subject matter of the Action and does not extend to other,  
7 unrelated claims NCLN20 has (or may have) against the U.S. Government or its Departments or  
8 any state governments.

9 11. DHS and Defendants hereby release and forever discharge NCLN20, and any and all of its  
10 past and present agencies, officials, employees, agents, attorneys, successors, and assigns from  
11 any and all obligations, damages, liabilities, causes of actions, claims, and demands of any kind  
12 and nature whatsoever, whether suspected or unsuspected, arising in law or equity, arising from or  
13 by reason of any and all known, unknown, foreseen, or unforeseen injuries, and the consequences  
14 thereof, resulting from Raghbir Singh's former employment with NCLN20, the Action, and/or the  
15 settlement of the Action.

16 12. The provisions of California Civil Code Section 1542 are set forth below:

17 A general release does not extend to claims which the creditor does not know or  
18 suspect to 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.

19 The Parties, having been apprised of the statutory language of Civil Code Section 1542 by their  
20 respective attorneys, and fully understanding the same, nevertheless elect to waive the benefits of  
21 any and all rights each Party may have pursuant to the provision of that statute and any similar  
22 provision of federal law. The Parties understand that if the facts concerning the Plaintiffs' injury  
23 and the liability of the United States, and any and all of its past and present agencies, officials,  
24 employees, agents, attorneys, successors, and assigns (including DHS and Defendants), for  
25 damages pertaining thereto are found hereafter to be other than or different from the facts now  
26 believed by them to be true, the Releases in this Stipulation and Agreement shall be and remain  
27 effective notwithstanding such material difference.

28 13. The Parties acknowledge that neither this Stipulation and Agreement nor anything

1 contained herein shall constitute an admission of liability, fault, wrong-doing, or violation of law,  
2 rules or regulations on the part of the United States, and any and all of its past and present  
3 agencies, officials, employees, agents, attorneys, successors, and assigns (including DHS and  
4 Defendants).

5 14. This Stipulation and Agreement may be pled as a full and complete defense to any action  
6 or other proceeding, including any local, state or federal administrative action, involving any  
7 person or party which arises out of the claims released and discharged by this Stipulation and  
8 Agreement.

9 15. If any withholding or income tax liability is imposed upon plaintiff based on payment of  
10 the settlement sum as set forth in Paragraph 4, Plaintiff shall be solely responsible for paying any  
11 such liability. DHS will not withhold any taxes of any kind. The determination of Plaintiffs' tax  
12 liability, if any, is a matter solely between Plaintiff, his attorneys, the IRS and/or state and local  
13 tax authorities.

14 16. Each of the Parties to this Stipulation and Agreement hereby represents and warrants that  
15 he/she/it has not assigned or otherwise transferred any claim he/she/it may have had against the  
16 other, or asserted any such claim in any other action or proceeding.

17 17. Each Party acknowledges that he/she/it has been represented by and has relied upon  
18 independent counsel in negotiating, preparing and entering into this Stipulation and Agreement  
19 and that each Party has had the contents of this Stipulation and Agreement fully explained by  
20 counsel and that each Party is fully aware of and understands all of the terms of the Stipulation  
21 and Agreement and the legal consequences thereof. It is further acknowledged that the Parties  
22 have mutually participated in the drafting of this Stipulation and Agreement and it is agreed that  
23 no provision herein shall be construed against any party hereto by virtue of the drafting of this  
24 Stipulation and Agreement. This Stipulation and Agreement shall be construed broadly to  
25 accomplish the intent and purpose of the Parties, as such intent and purpose is stated in this  
26 Stipulation and Agreement.

27 18. If any provision of this Stipulation and Agreement shall be held invalid, illegal, or  
28 unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in

1 any way be affected or impaired thereby.

2 19. The Parties covenant and agree never to commence or prosecute any action based upon  
3 any claim, cause of action, obligation or liability released herein. The Parties also covenant and  
4 agree not to encourage or instigate any third parties to initiate litigation over the claims and  
5 matters covered by this Stipulation and Agreement.

6 20. This instrument shall constitute the entire agreement between the Parties, and it is  
7 expressly understood and agreed that this Stipulation and Agreement has been freely and  
8 voluntarily entered into by the Parties hereto with the advice of counsel, who have explained the  
9 legal effect of this Stipulation and Agreement. The Parties further acknowledge that no warranties  
10 or representations have been made on any subject other than as set forth in this Stipulation and  
11 Agreement.

12 21. This Stipulation and Agreement may not be altered, modified or otherwise changed in  
13 any respect except in writing, duly executed by all of the Parties or their authorized  
14 representatives.

15 22. This Stipulation and Agreement may be executed in counterparts by the Parties hereto,  
16 each of which shall be deemed an original, and which together shall constitute one and the same  
17 instrument, having the same force and effect as if a single original had been executed by all  
18 Parties. The Parties agree to accept facsimile transmission signatures and PDFs transmitted by e-  
19 mail as though they were original signatures on this document.

20 23. The signatories to this Stipulation and Agreement have actual authority to bind the  
21 Parties.

22  
23 Dated: March \_\_, 2009



\_\_\_\_\_  
RAGHBIR SINGH  
Plaintiff

24  
25 Dated: March \_\_, 2009

\_\_\_\_\_  
DEPARTMENT OF HOMELAND SECURITY

26  
27 Dated: March \_\_, 2009

\_\_\_\_\_  
National Command Link Network 20

28

1 any way be affected or impaired thereby.

2 19. The Parties covenant and agree never to commence or prosecute any action based upon  
3 any claim, cause of action, obligation or liability released herein. The Parties also covenant and  
4 agree not to encourage or instigate any third parties to initiate litigation over the claims and  
5 matters covered by this Stipulation and Agreement.

6 20. This instrument shall constitute the entire agreement between the Parties, and it is  
7 expressly understood and agreed that this Stipulation and Agreement has been freely and  
8 voluntarily entered into by the Parties hereto with the advice of counsel, who have explained the  
9 legal effect of this Stipulation and Agreement. The Parties further acknowledge that no warranties  
10 or representations have been made on any subject other than as set forth in this Stipulation and  
11 Agreement.

12 21. This Stipulation and Agreement may not be altered, modified or otherwise changed in  
13 any respect except in writing, duly executed by all of the Parties or their authorized  
14 representatives.

15 22. This Stipulation and Agreement may be executed in counterparts by the Parties hereto,  
16 each of which shall be deemed an original, and which together shall constitute one and the same  
17 instrument, having the same force and effect as if a single original had been executed by all  
18 Parties. The Parties agree to accept facsimile transmission signatures and PDFs transmitted by e-  
19 mail as though they were original signatures on this document.

20 23. The signatories to this Stipulation and Agreement have actual authority to bind the  
21 Parties.

22  
23 Dated: March \_\_, 2009

\_\_\_\_\_  
RAGHBIR SINGH  
Plaintiff

24  
25  
26 Dated: March 14, 2009

*P. PDK. Ceie*

\_\_\_\_\_  
DEPARTMENT OF HOMELAND SECURITY

27 Dated: March \_\_, 2009

\_\_\_\_\_  
National Command Link Network 20

28

1 any way be affected or impaired thereby.

2 19. The Parties covenant and agree never to commence or prosecute any action based upon  
3 any claim, cause of action, obligation or liability released herein. The Parties also covenant and  
4 agree not to encourage or instigate any third parties to initiate litigation over the claims and  
5 matters covered by this Stipulation and Agreement.

6 20. This instrument shall constitute the entire agreement between the Parties, and it is  
7 expressly understood and agreed that this Stipulation and Agreement has been freely and  
8 voluntarily entered into by the Parties hereto with the advice of counsel, who have explained the  
9 legal effect of this Stipulation and Agreement. The Parties further acknowledge that no warranties  
10 or representations have been made on any subject other than as set forth in this Stipulation and  
11 Agreement.

12 21. This Stipulation and Agreement may not be altered, modified or otherwise changed in  
13 any respect except in writing, duly executed by all of the Parties or their authorized  
14 representatives.

15 22. This Stipulation and Agreement may be executed in counterparts by the Parties hereto,  
16 each of which shall be deemed an original, and which together shall constitute one and the same  
17 instrument, having the same force and effect as if a single original had been executed by all  
18 Parties. The Parties agree to accept facsimile transmission signatures and PDFs transmitted by e-  
19 mail as though they were original signatures on this document.

20 23. The signatories to this Stipulation and Agreement have actual authority to bind the  
21 Parties.

22

23 Dated: March \_\_, 2009

\_\_\_\_\_  
RAGHBIR SINGH  
Plaintiff

24

25 Dated: March \_\_, 2009

\_\_\_\_\_  
DEPARTMENT OF HOMELAND SECURITY

26

27 Dated: March 15, 2009 *Stu J. Paszient* NCL-20, INC.  
National Command Link Network 20

28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: March 10, 2009 Linda G. Hauser  
Linda G. Hauser

Dated: March \_\_, 2009 \_\_\_\_\_  
Mario Canton

Dated: March \_\_, 2009 \_\_\_\_\_  
John P. Morgan

DATED: March \_\_, 2009 JOSEPH P. RUSSONIELLO  
United States Attorney  
  
Michael T. Pyle  
Assistant United States Attorney  
Attorneys for Defendants

**PURSUANT TO STIPULATION, IT IS SO ORDERED:**

DATED: March \_\_, 2009 The Honorable Elizabeth D. Laporte  
United States Magistrate Judge

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASES; [PROPOSED] ORDER  
No. 07-2997 EDL -7-

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: March \_\_, 2009 \_\_\_\_\_  
Linda G. Hauser

Dated: March 25, 2009 \_\_\_\_\_  
Mario Canton

Dated: March \_\_, 2009 \_\_\_\_\_  
John P. Morgan

DATED: <sup>June</sup> ~~March~~ 30, 2009 \_\_\_\_\_  
JOSEPH P. RUSSONIELLO  
United States Attorney  
*Michael T. Pyle*  
Michael T. Pyle  
Assistant United States Attorney  
Attorneys for Defendants

**PURSUANT TO STIPULATION, IT IS SO ORDERED:**

July 1, 2009  
DATED: ~~March~~ \_\_, 2009



STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASES; ~~[PROPOSED]~~ ORDER  
No. 07-2997 EDL -7-