

1 JOSEPH P. RUSSONIELLO (CSBN 44332)
 United States Attorney
 2 JOANN M. SWANSON (CSBN 88143)
 Chief, Civil Division
 3 NEILL T. TSENG (CSBN 220348)
 Assistant United States Attorney

4 450 Golden Gate Avenue, Box 36055
 5 San Francisco, California 94102-3495
 Telephone: (415) 436-7155
 6 Facsimile: (415) 436-6927
 E-mail: neill.tseng@usdoj.gov

7 Attorneys for Defendant ED SCHAFFER

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

11 AMAHRA HICKS,

12 Plaintiff,

13 v.

14 ED SCHAFFER, Secretary, U.S. Department
 15 of Agriculture,
 16 Defendant.

No. C 07-0112 MMC

No. C 08-4960 MMC

**STIPULATION AND AGREEMENT
 FOR COMPROMISE SETTLEMENT;
 [PROPOSED] ORDER**

17 IT IS HEREBY STIPULATED AND AGREED by and between plaintiff Amahra Hicks
 18 (“Plaintiff”), her attorneys, and defendant Ed Schafer, Secretary, U.S. Department of Agriculture
 19 (“Defendant”), by and through themselves and their undersigned counsel and representatives, as
 20 follows:

21 1. The parties do hereby agree to settle, compromise and dismiss the above-
 22 captioned actions (“These Actions”) under the terms and conditions set forth herein.

23 2. Defendant shall pay to Plaintiff the sum of \$43,000.00 (Forty-Three Thousand
 24 Dollars and Zero Cents) under the terms and conditions set forth herein. This amount is in
 25 exchange for Plaintiff’s releasing and dismissing any and all claims for compensatory and special
 26 damages, back pay, front pay, interest, attorneys’ fees, costs, restitution or any other form of legal
 27 or equitable recovery relating in any way to her employment with the U.S. Department of
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1 Agriculture. Plaintiff and her heirs, executors, administrators, assigns and attorneys hereby agree
2 to accept such sum in full and final settlement and satisfaction of the claims raised in These
3 Actions under the terms and conditions set forth herein. The parties understand that this amount
4 includes full satisfaction of all claims for attorneys' fees and costs arising from work performed
5 by Plaintiff's counsel at all stages of this litigation, including but not limited to the processing of
6 Plaintiff's administrative and district court complaints in connection with These Actions.

7 3. It is agreed by and among the parties that the settlement sum set forth in
8 Paragraph One shall be made payable to Amahra Hicks and Marianne E. Malveaux.

9 4. It is agreed by and among the parties that neither Plaintiff nor any of her attorneys
10 may make any additional claim for attorneys fees or other costs against Defendant, the U.S.
11 Department of Agriculture, the United States, or their agents, servants or employees.

12 5. Plaintiff will accept the terms set forth herein in full settlement and satisfaction of
13 any and all claims and demands which she, her successors or assignees may now have or
14 hereafter acquire against Defendant, the U.S. Department of Agriculture, the United States, or
15 any of their past and present officials, agents, employees, attorneys, or insurers, on account of the
16 events described in Plaintiff's pleadings in this action, or as a result of any other action or
17 conduct by Defendant, the U.S. Department of Agriculture, the United States, or any of their past
18 and present officials, agents, employees, attorneys, or insurers that occurred prior to the
19 execution of this Agreement.

20 6. In consideration of this Agreement and the payment referred to in Paragraph Two
21 above, Plaintiff agrees that immediately upon execution of this agreement, she will execute a
22 Stipulation of Dismissal, which shall dismiss with prejudice all claims asserted in These Actions
23 or any claims that could have been asserted in These Actions, which are captioned *Amahra Hicks*
24 *v. Ed Schafer, Secretary, U.S. Dep't of Agriculture*, C 07-0112 MMC; and *Amahra Hicks v. Ed*
25 *Schafer, Secretary, U.S. Dep't of Agriculture*, C 08-4960 MMC. The fully-executed Stipulation
26 of Dismissal will be held by counsel for Defendant and will be filed with the Court upon receipt
27 by Plaintiff's counsel of the settlement amount.

1 participated in the preparation of this Agreement, and it is agreed that no provision hereof shall
2 be construed against any party hereto by virtue of the activities of that party or its attorney(s).

3 15. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the
4 validity, legality, and enforceability of the remaining provisions shall not in any way be affected
5 or impaired thereby.

6 16. This instrument shall constitute the entire Agreement between the parties, and it
7 is expressly understood and agreed that this Agreement has been freely and voluntarily entered
8 into 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
10 made on any subject other than as set forth in this Agreement. This Agreement may not be
11 altered, modified or otherwise changed in any respect except by writing, duly executed by all of
12 the parties or their authorized representatives.

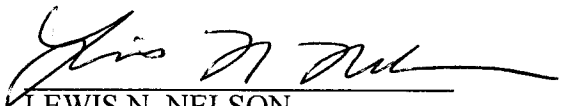
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DATED: December 22, 2008


AMAHRA HICKS
Plaintiff

DATED: December 22, 2008



LEWIS N. NELSON
Attorney for Plaintiff

DATED: December 23, 2008



MARIANNE E. MALVEAUX
Attorney for Plaintiff

JOSEPH P. RUSSONIELLO
United States Attorney

DATED: January 8, 2009



NEILL T. TSENG
Assistant United States Attorney
Attorneys for Defendant

DATED: January 5, 2009


BETH PENDLETON
Deputy Regional Forester, U.S. Forest
Service, U.S. Dep't of Agriculture

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED: January 12, 2009


HON. MAXINE M. CHESNEY
United States District Judge