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12 Attorneys for Federal Defendant
UNITED STATES OF AMERICA

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 ANGELA SOUTHALL,
18 Plaintiff,

19 v.

20 UNITED STATES OF AMERICA, et
21 al.,
22 Defendants.

No. C 09-00563 JCS

STIPULATION OF SETTLEMENT;
[PROPOSED] ORDER

24 IT IS HEREBY STIPULATED by and between plaintiff Angela Southall and
25 defendant United States of America, as follows:

- 26 1. The parties do hereby agree to settle and compromise the above-entitled
27 personal injury action under the terms and conditions set forth herein.
28 2. The United States of America, defendant, agrees to pay to the plaintiff the

1 sum of Thirty-five thousand dollars (\$35,000.00), which sum shall be in full
2 settlement and satisfaction of any and all claims, demands, rights, and causes of
3 action of whatsoever kind and nature, arising from, and by reason of any and all
4 known and unknown, foreseen and unforeseen bodily and personal injuries, damage
5 to property and the consequences thereof, resulting, and to result, from the same
6 subject matter that gave rise to the above-captioned lawsuit, for which plaintiff or
7 his heirs, executors, administrators, or assigns, and each of them, now have or may
8 hereafter acquire against the United States of America or its agents, servants, and
9 employees.

10 3. Plaintiff and her heirs, executors, administrators or assigns hereby agree
11 to accept the sum of Thirty-five thousand dollars (\$35,000.00) in full settlement and
12 satisfaction of any and all claims, demands, rights, and causes of action of
13 whatsoever kind and nature, arising from, and by reason of any and all known and
14 unknown, foreseen and unforeseen bodily and personal injuries, damage to property
15 and the consequences thereof which they may have or hereafter acquire against the
16 United States of America or its agents, servants and employees on account of the
17 same subject matter that gave rise to the above-captioned lawsuit. Plaintiff and her
18 heirs, executors, administrators or assigns further agree to reimburse, indemnify
19 and hold harmless the United States of America and its agents, servants or
20 employees from any and all such causes of action, claims, liens, rights, or
21 subrogated or contribution interests incident to or resulting from further litigation
22 or the prosecution of claims by plaintiff or her heirs, executors, administrators or
23 assigns against any third party or against the United States of America.

24 4. This stipulation for compromise settlement is entered into by all parties
25 for the purpose of compromising disputed claims and avoiding the expenses and
26 risks of litigation. This settlement does not constitute an admission of liability or
27 fault on the part of the defendant.

28 5. This agreement may be pled as a full and complete defense to any

1 subsequent action or other proceeding which arises out of the claims released and
2 discharged by the agreement.

3 6. It is also agreed, by and among the parties, that the settlement amount of
4 Thirty-five thousand dollars (\$35,000.00) paid by the United States of America to
5 plaintiff represents the entire amount of the compromise settlement and that the
6 respective parties will each bear their own costs, fees, and expenses and that any
7 attorneys' fees owed by the plaintiff will be paid out of the settlement amount and
8 not in addition thereto.

9 7. It is also understood by and among the parties that, pursuant to Title 28,
10 United States Code, Section 2678, attorneys' fees for services rendered to plaintiff in
11 connection with this action shall not exceed 25 per centum of the amount of the
12 compromise settlement.

13 8. Payment of the settlement amount will be made by a check payable to
14 "Terry D. Buller, P.C. and Angela Southall." Plaintiff and her attorneys are
15 responsible for payment of any taxes that may be due on the settlement proceeds.
16 Defendant makes no representation as to any tax consequences or liabilities
17 Plaintiff or her attorney may incur as a result of this settlement.

18 9. The parties will execute a dismissal with prejudice of this action, but the
19 dismissal with prejudice shall not be filed with the Court until payment of the
20 settlement consideration. Plaintiff is advised that settlement checks are sometimes
21 not available for eight to ten weeks after approval of the settlement by the court.
22 Counsel for the United States of America will notify plaintiff's counsel when the
23 settlement check is available. Provided that plaintiff has provided defendant's
24 counsel with the signed stipulation of dismissal, defendant's counsel will, within ten
25 (10) days of receipt of the settlement check, deliver the settlement check to
26 plaintiff's counsel.

27 10. Plaintiff hereby releases and forever discharges the United States Postal
28 Service, the United States of America and any and all of their past and present

1 officials, employees, agents, attorneys, their successors and assigns, from any and
2 all obligations, damages, liabilities, actions, causes of actions, claims and demands
3 of any kind and nature whatsoever, whether suspected or unsuspected, at law or in
4 equity, known or unknown, arising out of the allegations set forth in plaintiff's
5 pleadings in this action.

6 11. The provisions of California Civil Code Section 1542 are set forth below:

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

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

18 12. The parties agree that this stipulation is intended to be a full and final
19 settlement of all claims arising out of the allegations set forth in plaintiff's
20 pleadings in this action. Plaintiff agrees to indemnify and hold harmless defendant
21 United States of America from any and all claims, demands, obligations, liens, and
22 lawsuits brought against the United States of America, its agencies or employees,
23 including but not limited to the United States Postal Service, arising out of the
24 allegations set forth in plaintiff's complaint in this action.

25 13. This instrument shall constitute the entire agreement between the
26 parties, and it is expressly understood and agreed that the agreement has been
27 freely and voluntarily entered into by the parties hereto with the advice of counsel,
28 who have explained the legal effect of this agreement. The parties further

1 acknowledge that no warranties or representations have been made on any subject
2 other than as set forth in this Agreement. This Agreement may not be altered,
3 modified or otherwise changed in any respect except by writing, duly executed by all
4 of the parties or their authorized representatives.

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

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15. This settlement agreement may be signed in counterparts.
SO STIPULATED.

Respectfully submitted,

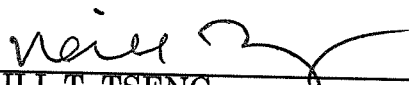
DATED: 9/3/09



ANGELA SOUTHALL
Plaintiff

JOSEPH P. RUSSONIELLO
United States Attorney

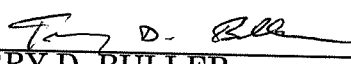
DATED: 9/4/09



NEILL T. TSENG
Assistant United States Attorney
Attorneys for Defendant

Approved as to form:

DATED: 9/3/09



TERRY D. BULLER
Attorney for Plaintiff

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED: 09/08/09

