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7 Attorneys for Defendant

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

12 KRYSTAL DENSON

13 Plaintiff,

14 v.

16 PATRICK R. DONAHOE, POSTMASTER
 GENERAL

17 Defendant.

NO. C 10-4855 - EDL

**STIPULATION AND AGREEMENT OF
 COMPROMISE AND SETTLEMENT
 AND ~~PROPOSED~~ ORDER**

18 IT IS HEREBY STIPULATED by and between the parties, after full and open
 19 discussion, that this action be settled and compromised on the following terms:

20 WHEREAS, Plaintiff Krystal Denson ("Plaintiff") filed the above-captioned action
 21 under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-16, as amended and the
 22 Rehabilitation Act of 1973;

23 WHEREAS, Plaintiff has filed the following administrative EEO complaints with the
 24 United States Postal Service ("the Agency"): 4F-945-0007-10.

25 WHEREAS, Plaintiff and Defendant wish to avoid any further litigation and
 26 controversy and to settle and compromise fully any and all claims and issues that have been
 27 raised, or could have been raised, arising out of Plaintiff's employment with Defendant, which
 28 have transpired prior to the execution of this Agreement;

STIPULATION AND AGREEMENT FOR COMPROMISE AND SETTLEMENT
 No. C 10-4855

1 NOW, THEREFORE, in consideration of the mutual promises contained in this
2 Agreement, and other good and valuable consideration, receipt of which is hereby
3 acknowledged, the Parties agree as follows:

4 1. **Settlement Amount.** In full and final settlement of all claims in connection with the
5 above-captioned action, Defendant shall pay Plaintiff a total lump sum payment of One-
6 Thousand-Dollars (\$1,000) dollars ("Settlement Amount") as compensatory damages.
7 Plaintiff understands that this payment will be reported to the Internal Revenue Service ("IRS")
8 on a 1099 form, and that any questions as to the tax liability, if any, as a result of this payment
9 is a matter solely between Plaintiff and the IRS. The check will be made payable to Krystal
10 Denson and will be mailed to Plaintiff at her address of record. Plaintiff has been informed
11 that payment of the Settlement Amount may take sixty (60) days or more from the date that the
12 Court "so orders" this Agreement to process.

13 2. **Release.** In consideration of the payment of the Settlement Amount and the other
14 terms set forth in this Stipulation and Agreement, Plaintiff hereby releases and forever
15 discharges Defendant, the United States Postal Service, and any and all of their past and
16 present officials, agents, employees, attorneys, insurers, their successors and assigns, from any
17 and all obligations, damages, liabilities, actions, causes of actions, claims and demands of any
18 kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or
19 unknown, or omitted prior to the date she executes this Agreement, which arise from or relate
20 to her employment with the United States Postal Service.

21 3. **Attorneys' Fees.** Plaintiff has represented herself throughout her administrative
22 complaint and this district court action. The parties agree that the Settlement Amount is in full
23 satisfaction of any and all claims for attorneys' fees and costs arising from this litigation,
24 including, but not limited to, the processing of Plaintiff's administrative and district court
25 complaints in connection with the above-captioned action

26 4. **Dismissal.** In consideration of the payment of the Settlement Amount and the other
27 terms of this Stipulation and Agreement, Plaintiff agrees that she will within seven days of this
28 agreement, execute a Stipulation of Dismissal, which stipulation shall dismiss, with prejudice,

1 all claims asserted in this Action or any claims that could have been asserted in this Action.
 2 The fully executed Stipulation of Dismissal will be held by counsel for Defendant and will be
 3 filed with the Court upon the mailing of the Settlement Payment to Plaintiff.

4 **5. Waiver of California Civil Code § 1542.** The provisions of California Civil Code
 5 Section 1542 are set forth below:

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

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

17 **6. Agreement as a Complete Defense.** This Agreement may be pleaded as a full and
 18 complete defense to any subsequent action or other proceeding involving any person or party
 19 which arises out of the claims released and discharged by the Agreement.

20 **7. No Admission of Liability.** This is a compromise settlement of a disputed claim
 21 and demand, which settlement does not constitute an admission of liability or fault on the part
 22 of the Defendant, the United States Postal Service, or any of their past and present officials,
 23 agents, employees, attorneys, or insurers on account of the events described in Plaintiff's
 24 complaints in these actions.

25 **8. Tax Liability.** If any withholding or income tax liability is imposed upon Plaintiff
 26 or Plaintiff's counsel based on payment of the settlement sum received herein, Plaintiff or
 27 Plaintiff's counsel shall be solely responsible for paying any such determined liability from any
 28 government agency thereof.

9. Enforcement Sole Remedy. The parties agree that should any dispute arise with

1 respect to the implementation of the terms of this Agreement, Plaintiff shall not seek to rescind
 2 the Agreement and pursue his original causes of action. Plaintiff's sole remedy in such a
 3 dispute is an action to enforce the Agreement in the United States District Court for the
 4 Northern District of California.

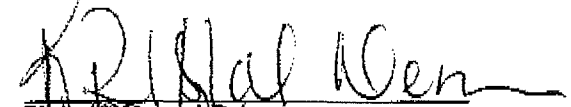
5 10. **Construction.** Each party hereby stipulates that it has been represented by and has
 6 relied upon independent counsel in the negotiations for the preparation of this Agreement, or
 7 had the opportunity to consult counsel regarding this Agreement, that it has reviewed the
 8 contents of the Agreement, and is fully aware of and understands all of the terms of the
 9 Agreement and the legal consequences thereof. For purposes of construction, this Agreement
 10 shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore,
 11 be construed against any Party for that reason in any subsequent dispute.

12 11. **Severability.** If any provision of this Agreement shall be invalid, illegal, or
 13 unenforceable, the validity, legality, and enforceability of the remaining provision shall not in
 14 any way be affected or impaired thereby.

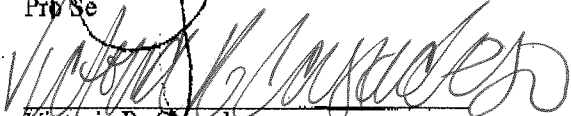
15 12. **Integration.** This instrument shall constitute the entire Agreement between the
 16 parties, and it is expressly understood and agreed that the Agreement has been freely and
 17 voluntarily entered into by the parties hereto with the advice of counsel, who have explained
 18 the legal effect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

22 13. **Authority.** The signatories to this Agreement have actual authority to bind the
 23 parties.

24 DATED: 9/30/2011


 Plaintiff Krystal Benson
 Pro Se

26 DATED: 9/30/2011


 Victoria R. Carradero
 Assistant United States Attorney
 Attorney for Defendant

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: October 11, 2011

Elizabeth D. Laporte
HON. ELIZABETH D. LAPORTE
United States Magistrate Judge