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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ROSSANA REIS,)	Case No. C12-04550 WHO
)	
Plaintiff,)	STIPULATION FOR COMPROMISE
)	SETTLEMENT AND RELEASE AND
v.)	ORDER
)	
UNITED STATES OF AMERICA,)	
)	
Defendant.)	

It is hereby stipulated by and between the undersigned Plaintiff Rossana Reis ("Plaintiff") and the Defendant UNITED STATES OF AMERICA ("Defendant"), by and through their respective attorneys, as follows:

WHEREAS, the parties participated in a mediation with Brick McIntosh on August 14, 2013, at which this Stipulation for Compromise Settlement and Release ("agreement") was reached.

WHEREAS, Plaintiff and Defendant wish to avoid any further litigation and controversy and to settle and compromise fully any and all claims and issues that have been raised, or could have been raised in this action, which have transpired prior to the execution of this agreement;

WHEREAS, the parties intend this to be a full, final and complete settlement that resolves all claims and potential claims that Plaintiff may have arising out of the subject accident of August

1 8, 2011, including but not limited to Plaintiff's claims and potential claims for physical injuries,
2 psychological injuries, past and future medical bills, past and future wage loss and past and
3 future pain and suffering resulting from that accident.

4 NOW, THEREFORE, in consideration of the mutual promises contained in this agreement,
5 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties
6 agree as follows:

7 1. Agreement to Compromise Claims. The parties do hereby agree to settle and compromise
8 each and every claim of any kind, whether known or unknown, arising directly or indirectly from
9 the acts or omissions that gave rise to the above-captioned action under the terms and conditions
10 set forth in this agreement.

11 2. Definition of "United States of America." As used in this agreement, the United States of
12 America shall include its current and former agencies, agents, servants, employees, and attorneys,
13 including but not limited to, the United States Postal Service and/or any of its current or former
14 agents, servants, employees, and attorneys, including, but not limited to, Gregory Chan.

15 3. Settlement Amount. The United States of America agrees to pay the sum of seventy five
16 thousand dollars (\$75,000.00) ("Settlement Amount"), which sum shall be in full settlement and
17 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and
18 nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen
19 personal injuries, damage to property and the consequences thereof, resulting, and to result, from
20 the subject matter of this settlement, including any potential claims for wrongful death or loss of
21 consortium, for which Plaintiff or her guardians, heirs, executors, administrators, or assigns, and
22 each of them, now have or may hereafter acquire against the United States of America.

23 4. Release. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby
24 agrees to accept the Settlement Amount in full settlement and satisfaction of any and all claims,
25 demands, rights, and causes of action of whatsoever kind and nature, including potential claims
26 for wrongful death or loss of consortium, arising from, and by reason of any and all known and
27 unknown, foreseen and unforeseen personal injuries, damage to property and the consequences

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ORDER

1 thereof which they may have or hereafter acquire against the United States of America on
2 account of the same subject matter that gave rise to the above-captioned action, including any
3 future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether
4 for compensatory or exemplary damages. Plaintiff and her guardians, heirs, executors,
5 administrators or assigns further agrees to reimburse, indemnify and hold harmless the United
6 States of America from and against any and all such causes of action, claims, liens, rights, or
7 subrogated or contribution interests incident to or resulting from further litigation or the
8 prosecution of claims by Plaintiff or her guardians, heirs, executors, administrators or assigns
9 against any third party or against the United States.

10 5. Dismissal of Action. In consideration of the payment of the Settlement Amount and the
11 other terms of this Settlement Agreement, Plaintiff's attorney shall also execute and provide to
12 Defendant's attorney a Stipulation of Dismissal. The Stipulation of Dismissal shall dismiss, with
13 prejudice, all claims asserted in this action, or that could have been asserted in this action. The
14 fully executed Stipulation of Dismissal will be filed within five (5) business days of receipt by
15 Plaintiff's attorney of the Settlement Amount.

16 6. No Admission of Liability. This stipulation for compromise settlement is not, is in no
17 way intended to be, and should not be construed as, an admission of liability or fault on the part
18 of the United States, and it is specifically denied that it is liable to the Plaintiff. This settlement
19 is entered into by all parties for the purpose of compromising disputed claims and avoiding the
20 expenses and risks of further litigation.

21 7. Parties Bear Their Own Costs. It is also agreed, by and among the parties, that the
22 respective parties will each bear their own costs, fees, and expenses and that any attorney's fees
23 owed by the Plaintiff will be paid out of the Settlement Amount and not in addition thereto.

24 8. Attorney's Fees. It is also understood by and among the parties that pursuant to Title 28,
25 United States Code, Section 2678, attorney's fees for services rendered in connection with this
26 action shall not exceed 25 per centum of the amount of the compromise settlement.

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1 9. Authority. The persons signing this agreement warrant and represent that they possess full
2 authority to bind the persons on whose behalf they are signing to the terms of the settlement.

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

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

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

16 11. Payment by Check. Payment of the Settlement Amount will be made by check for
17 seventy five thousand dollars (\$75,000.00) payable to Rossana Reis, Plaintiff, and her attorneys,
18 Law Offices of Joseph W. Campbell. The check will be sent via federal express to Joseph W.
19 Campbell, 1301 Marina Village Parkway, Suite 330, Alameda, CA 94501. Plaintiff's attorneys
20 agree to distribute the settlement proceeds to the Plaintiff. Plaintiff and her attorney have been
21 informed that payment of the Settlement Amount may take sixty (60) days or more to process
22 from the date that the Court "so orders" this agreement. To facilitate the check request, upon
23 request, Plaintiff's attorneys will provide Defendant's attorney with plaintiff's Social Security
24 Number and their Tax Identification Number.

25 12. Tax Liability. If any withholding or income tax liability is imposed upon Plaintiff based
26 on payment of the Settlement Amount, Plaintiff shall be solely responsible for paying any such
27 determined liability from any government agency. Nothing in this Settlement Agreement
28 constitutes an agreement by the United States of America concerning the characterization of the
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1 Settlement Amount for the purposes of the Internal Revenue Code, Title 26 of the United States
2 Code.

3 13. Construction. Each party hereby stipulates that it has been represented by and has relied
4 upon independent counsel in the negotiations for the preparation of this agreement, that it has had
5 the contents of the agreement fully explained to it by such counsel, and is fully aware of and
6 understands all of the terms of the agreement and the legal consequences thereof. For purposes
7 of construction, this agreement shall be deemed to have been drafted by all parties to this
8 agreement and shall not, therefore, be construed against any party for that reason in any
9 subsequent dispute. Plaintiff further represents that she read a draft of this agreement on her
10 computer before the mediation and that the contents of this agreement were also explained to her
11 by her attorney at the mediation with the assistance of a sign language interpreter.

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

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

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1 16. Liens. Plaintiff is responsible for satisfying any and all outstanding liens arising out of
2 the subject matter of this action, including but not limited to the Healthcare Recoveries (Kaiser)
3 lien. Plaintiff shall indemnify and hold harmless Defendant from any liability Defendant may
4 incur from any lien claimant arising out of any failure by Plaintiff to satisfy the outstanding liens.

5 17. Defendant will waive request for reimbursement of cancellation fees.

6
7 DATED: August 14, 2013

8 /S/
ROSSANA REIS,
Plaintiff

9 DATED: August 14, 2013

10 /S/
JOSEPH W. CAMPBELL
ELIZABETH B. MORENO
Attorneys for Plaintiff

11
12 MELINDA HAAG
13 United States Attorney

14 DATED: August 14, 2013

15 /S/
JAMES A. SCHARF
Assistant United States Attorneys
16 Attorneys for Defendant

17 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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19 DATED: August 16, 2013

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HON. WILLIAM H. ORRICK
United States District Court Judge

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