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7 Attorneys for Defendant

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA  
 10 OAKLAND DIVISION

12 BRUCE CAMPBELL,

13 Plaintiff,

14 v.

15 TIMOTHY GEITHNER, Secretary, U.S.  
 16 Department of Treasury,

17 Defendant.

Docket No. C 10-5861 LB

**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 filed the above-captioned action under Title VII of the Civil  
 21 Rights Act of 1964, 42 U.S.C. §2000e-16, as amended, the Rehabilitation Act of 1973, and the  
 22 Age Discrimination in Employment Act (ADEA) 29 U.S.C. § 633a;

23 WHEREAS, Plaintiff has filed the following administrative EEO complaints with the  
 24 Internal Revenue Service: IRS-09-0083-F

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 10-5861 LB

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 sum of two thousand dollars and  
6 zero cents (\$2000.00) ("Settlement Amount"). There shall be no withholding from this  
7 amount. Plaintiff understands that this payment will be reported to the Internal Revenue  
8 Service ("IRS"), 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 Bruce  
10 Campbell, and will be mailed to Plaintiff. Plaintiff ~~attorney~~<sup>attorney</sup> has been informed that payment  
11 of the Settlement Amount may take sixty (60) days or more from the date that the Court "so  
12 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 Department of Treasury, the IRS, and any and all of  
16 their past and present officials, agents, employees, attorneys, insurers, their successors and  
17 assigns, from any and all obligations, damages, liabilities, actions, causes of actions, claims and  
18 demands of any kind and nature whatsoever, including claims arising under the Age  
19 Discrimination in Employment Act, 29 U.S.C. § 633a, whether suspected or unsuspected, at  
20 law or in equity, known or unknown, or omitted prior to the date he executes this Agreement,  
21 which arise from or relate to his employment with the IRS.

22 3. **Attorneys' Fees.** The parties agree that the Settlement Amount is in full  
23 satisfaction of all claims for attorneys' fees and costs arising from work performed by Plaintiff's  
24 counsel at all stages of litigation, including, but not limited to, the processing of Plaintiff's  
25 administrative and district court complaints in connection with the above-captioned action, and  
26 any other EEO administrative proceedings which are currently pending.

27 4. **Dismissal.** In consideration of the payment of the Settlement Amount and the other  
28 terms of this Stipulation and Agreement, Plaintiff shall immediately upon execution of this

1 Agreement also execute a Stipulation of Dismissal, a copy of which is attached hereto as  
2 Exhibit A. The Stipulation of Dismissal shall dismiss, with prejudice, all claims asserted in  
3 this action, or that could have been asserted in this action. The fully executed Stipulation of  
4 Dismissal will be held by counsel for Defendant and will be filed with the Court upon receipt  
5 by Plaintiff of the Settlement Amount and Plaintiff's corrected Standard Form 50.

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

8 "A general release does not extend to claims which the creditor  
9 does not know or suspect to exist in his or her favor at the time  
of executing the release, which if known by him or her must have  
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 he 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 U.S. Department of the Treasury, the IRS, or any of their past and present  
23 officials, agents, employees, attorneys, or insurers on account of the events described in  
24 Plaintiff's 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

1 government agency thereof.

2           9. **Enforcement Sole Remedy.** The parties agree that should any dispute arise with  
3 respect to the implementation of the terms of this Agreement, Plaintiff shall not seek to rescind  
4 the Agreement and pursue his original causes of action. Plaintiff's sole remedy in such a  
5 dispute is an action to enforce the Agreement in the United States District Court for the  
6 Northern District of California.

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

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

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

25           13. **Authority.** The signatories to this Agreement have actual authority to bind the  
26 parties.

27           14. **Expungement of Personnel Records.** In addition to the terms described in  
28 paragraph 1 above, Defendant agrees to the following:

1 (A) Defendant shall expunge from the plaintiff's Official Personnel Folder ("OPF") all  
2 records of his termination, and replace such records with a Standard Form 50 reflecting that  
3 plaintiff voluntarily resigned on September 26, 2008.

4 (B) If any formal inquiries about the plaintiff's employment history are made to the  
5 IRS, Defendant shall direct such inquiries to the IRS's automated employment  
6 verification system at 800-367-2884 or online at www.irs.gov or his successor at (Business address  
7 and telephone number). The only information that will be released by Mr. \_\_\_\_\_ or his  
8 successor will be the plaintiff's name, salary, dates of service with the agency, position, grade,  
9 and that he voluntarily resigned. Defendant's obligations under this subparagraph shall expire  
10 five (5) years after the date this agreement is "so ordered" by the Court.

11 15. **Application for Future Employment.** Plaintiff agrees that he will not apply for  
12 employment at the IRS following the date of his signature on this agreement.

13 16. **Knowing and Voluntary Waiver of Remedies Under Age Discrimination in**  
14 **Employment Act.** Plaintiff acknowledges that he has been given a reasonable period of time  
15 to consider this Agreement. Plaintiff is advised to consult his attorney about the Agreement.

16 DATED: 8-25-2011

Bruce Campbell  
Plaintiff **BRUCE CAMPBELL**

17 DATED: August 25, 2011

Jennifer Wang  
Assistant United States Attorney  
Attorney for Defendant

18 DATED: Aug. 25, 2011

Meagan K. Gibbons  
Agency Representative **Meagan K. Gibbons**

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 Dated: September 27, 2011

Laurel Beeler  
United States District Judge

**LAUREL BEELER**  
United States Magistrate Judge

(cc) Defendant will make his best effort to provide to plaintiff the form letter that IRS provides to employees who voluntarily resign, and if possible, place a copy of the letter in the plaintiff's OPF.  
See NLS JW

work number: 1000  
NLS JW  
of Treasury

# Exhibit A

1 MELINDA HAAG (CSBN 132612)  
United States Attorney  
2 JOANN M. SWANSON (CSBN 88143)  
Chief, Civil Division  
3 JENNIFER S WANG (CSBN 233155)  
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**STIPULATION OF DISMISSAL WITH  
PREJUDICE**

18 THE PARTIES IN THE ABOVE-CAPTIONED ACTION HEREBY SUBMIT THE  
19 FOLLOWING STIPULATION:

20 Pursuant to Federal Rule of Civil Procedure 41(a), plaintiff Bruce Campbell and  
21 defendant Timothy Geithner hereby stipulate to dismiss with prejudice the above-captioned  
22 action, including all claims that were asserted therein. Each party will bear its own costs and  
23 attorneys' fees.

24 DATED: \_\_\_\_\_

25 By: \_\_\_\_\_  
26 BRUCE CAMPBELL  
27 Plaintiff

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MELINDA HAAG  
United States Attorney

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
JENNIFER S WANG  
Assistant United States Attorney

**[PROPOSED] ORDER**

The Stipulation of Dismissal with Prejudice is granted and this entire action is  
dismissed with prejudice.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. LAUREL BEELER  
UNITED STATES MAGISTRATE JUDGE