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

11 DOUGLAS F. CARLSON,)	No. C-06-01578 RMW
)	
12 Plaintiff,)	STIPULATION AND [] ORDER
)	RE ADDITIONAL PARTIAL
13 v.)	SETTLEMENT AND PARTIAL DISMISSAL
)	
14 UNITED STATES POSTAL SERVICE,)	
)	
15 Defendant.)	

16
17 IT IS HEREBY STIPULATED AND AGREED by and between plaintiff Douglas
18 Carlson (“Plaintiff”) and defendant United States Postal Service (hereinafter the “Postal Service”) as
19 follows:

- 20 1. The parties do hereby agree to settle, compromise and dismiss certain claims in the
 21 above-captioned action (“This Action”) under the terms and conditions set forth herein.
 22 2. As anticipated in the previously-filed Stipulation and [Proposed] Order Re Partial
 23 Settlement and Partial Dismissal, the Postal Service has undertaken certain actions relating to Counts 4,
 24 5, 9, and 14 of This Action. Accordingly, Plaintiff hereby dismisses with prejudice Counts 4, 5, 9, and
 25 14 from This Action. Plaintiff hereby releases and forever discharges the Postal Service, any and all of
 26 its past and present officials, employees, agents, attorneys, successors, and assigns from any and all
 27 obligations, damages, liabilities, causes of actions, claims, and demands of any kind and nature
 28 whatsoever, whether suspected or unsuspected, arising in law or equity, arising from or by reason of any

1 and all known, unknown, foreseen, or unforeseen injuries, and the consequences thereof, resulting from
2 the processing of or the decisions relating to the FOIA requests at issue in Counts 4, 5, 9, and 14 of This
3 Action.

4 3. Counts 8 and 11 remain in This Action.

5 4. The parties acknowledge that neither this agreement nor anything contained herein shall
6 constitute an admission of liability or fault on the part of the Postal Service or its agents, servants, or
7 employees. This agreement is entered into by the parties for the purpose of compromising disputed
8 claims and avoiding the expenses and risks of litigation.

9 5. This agreement may be pled as a full and complete defense to any action or other
10 proceeding, including any local, state or federal administrative action, involving any person or party
11 which arises out of the claims released and discharged by this agreement.

12 6. The parties agree that the District Court shall retain jurisdiction over this matter for the
13 purposes of resolving any dispute alleging a breach of this agreement.

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

17 8. This instrument shall constitute the entire agreement between the parties, and it is
18 expressly understood and agreed that this agreement has been freely and voluntarily entered into by the
19 parties hereto. The parties further acknowledge that no warranties or representations have been made
20 on any subject other than as set forth in this agreement.

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

23 10. This agreement may not be altered, modified or otherwise changed in any respect except
24 in writing, duly executed by all of the parties or their authorized representatives.

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1 IT IS SO STIPULATED.

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3 DATED: November 20, 2009

Respectfully submitted,

JOSEPH P. RUSSONIELLO
United States Attorney

/s/

CLAIRE T. CORMIER
Assistant United States Attorney

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8 DATED: November 19, 2009

/s/

DOUGLAS F. CARLSON
Plaintiff

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10
11 XXXXXXXXX ORDER

12 Upon stipulation of the parties and good cause appearing, IT IS HEREBY ORDERED THAT
13 Counts 4, 5, 9, and 11 are hereby dismissed from This Action with prejudice on the terms described in
14 the above agreement between the parties.

15 IT IS SO ORDERED.

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18 Dated: 12/23, 2009



Ronald M. Whyte
United States District Court Judge