

IN THE UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA

KATHRYN SPLETSTOSER,)
)
 v.) Civil Action No. 2:19-cv-10076-MWF-AGR
)
 UNITED STATES OF AMERICA,)
)
 Defendant.)
_____)

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE
OF CLAIMS PURSUANT TO 28 U.S.C. § 2677

It is hereby stipulated by and between the parties, Plaintiff Kathryn Spletstoser (“Plaintiff”), and the United States of America (“United States”), by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to this case, *Kathryn Spletstoser v. United States of America*, Civil Action No. 2:19-cv-10076-MWF-AGR (C.D. Cal.), under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release (“Settlement Agreement”). The parties agree that this Settlement Agreement has been reached voluntarily, freely, and in good faith.

2. The United States agrees to pay the sum of NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000.00) (the “Settlement Amount”) to Plaintiff, which sum shall be in full settlement and satisfaction of any and all claims (including all claims for costs, expenses, and attorneys’ fees), demands, rights, and causes of action of whatsoever kind and nature, arising

from, and by reason of any and all known and unknown, foreseen and unforeseen injuries, resulting, and to result, from the subject matter of this action, for which Plaintiff or her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agencies, officers, employees, agents, and servants. Throughout this Settlement Agreement, the terms “officers” and “employees” are defined as current and former officers and employees of the United States and its agencies, in both their official and individual capacities.

3. Plaintiff hereby agrees to accept the sum set forth in this Settlement Agreement in full settlement, satisfaction, and release of her claims in this action alleging personal physical injuries and resulting pain and emotional harm, along with any and all other claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which Plaintiff, or her guardians, heirs, executors, administrators, or assigns, may have or hereafter acquire against the United States, its agencies, officers, employees, agents, and servants on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff further agrees to reimburse, indemnify and hold harmless the United States of America, its agencies, officers, employees, agents, and servants from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff or her guardians, heirs, executors, administrators, or assigns against any third party or against the United States, its agencies, employees, agents, and servants.

4. Plaintiff also agrees that as a condition of the settlement of this action, she will dismiss with prejudice and without recovery of attorneys' fees and costs the action now pending in the United States District Court for the District of Columbia, styled *Kathryn Spletstoser v. Department of Defense*, Case No. 1:20-cv-00731-ACR (D.D.C.).

5. Payment of the Settlement Amount will be made by electronic funds transfer in the amount of NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000.00) to the trust account of Plaintiff's attorneys, Solomon Law Firm, PLLC, 1025 Connecticut Avenue, NW, Suite 1000, Washington, DC 20036. Payment of the Settlement Amount will be made by electronic funds transfer to the bank and account indicated by Plaintiff's attorneys on the Judgment Fund FS Form 197, attached hereto. The United States shall submit the settlement for processing and payment to the Treasury Department's Bureau of Fiscal Services within 30 days of the effective date of the Settlement Agreement.

6. Plaintiff stipulates and agrees that she is legally responsible for any and all liens or claims for payment or reimbursement, including any liens or claims by Medicaid, Medicare, or private insurer. The Department of Defense Finance and Accounting Service will not report the payment made in settlement of this action on a Form 1099 or W-2. Likewise, the Department of Treasury Bureau of the Fiscal Service Judgment Fund Branch does not issue a Form 1099 or W-2 in connection with its payment of settlements. Compliance with all applicable federal, state, and local tax requirements shall be the sole responsibility of Plaintiff. This Settlement Agreement is executed without reliance upon any representation by the United States as to tax consequences, and Plaintiff is responsible for the payment of all taxes, if any, that may be associated with the settlement payment. Plaintiff understands that taxes will not be withheld from the Settlement

Amount. Nothing in this Settlement Agreement constitutes a characterization by the United States of the amounts paid hereunder for purposes of any proceeding under Title 26 of the U.S. Code (the Internal Revenue Code).

7. It is also agreed, by and among the Plaintiff and the United States, that each will bear their own costs, fees, and expenses and that any attorney's fees owed by Plaintiff will be paid out of the Settlement Amount and not in addition thereto.

8. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with this action shall not exceed twenty-five (25) per centum of the Settlement Amount.

9. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agencies, officers, employees, agents, and servants, and it is specifically denied that they are liable to the Plaintiff. This settlement is entered into by all parties solely for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation. Furthermore, none of the terms in the Settlement Agreement may be offered or received in evidence or in any way referred to in a civil, criminal, or administrative action or proceeding relating to the subject matter of this action. The Settlement Agreement may be offered or received in evidence and referred to in connection with any proceeding under Title 26 of the U.S. Code (the Internal Revenue Code). The Court shall retain jurisdiction to resolve any dispute that should arise with respect to the payment of the Settlement Amount and any other issues arising out of the Settlement Agreement's terms and conditions.

10. In consideration of the promises and undertakings of the United States herein,

Plaintiff hereby releases and forever discharges the United States, together with its agencies, officers, employees, agents, and servants from any and all manner of actions, suits, damages, attorney's fees, and claims of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, now existing or which might accrue, that are set forth or could have been set forth in this action, and the Plaintiff understands that this release applies for her guardians, siblings, children, heirs, executors, officers, trustees, or assigns.

11. The Settlement Amount, as set forth herein, shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen, injuries and the consequences therefore, resulting, and to result, from the subject matter of this action, for which Plaintiff, and her guardians, siblings, children, heirs, executors, administrators, officers, trustees, or assigns now have or may hereafter acquire against the United States, its agencies, officers, employees, agents, and servants.

12. Plaintiff represents and warrants that she is the sole and lawful owner of all rights, title, and interests in and to every claim and other matter which Plaintiff purports to release herein, and/or that she is the authorized legal representative of any persons with rights, title, or interest in such claims, and that neither Plaintiff nor any other person has heretofore assigned, transferred, purported or attempted to assign or transfer to any person or entity any claims or other matters herein released. Plaintiff shall indemnify the United States and any of the United States' agencies, officers, employees, agents, and servants, whether in their official or individual capacities, and hold them harmless from any and all claims arising out of or relating to any such assignment or transfer of claims or other matters released herein.

13. The undersigned parties affirm that the only consideration for signing this Settlement Agreement are the representations and promises contained herein and that no other representation, promise, or agreement of any kind has been made to or with the undersigned by any person or entity whatsoever to cause the undersigned to sign this Settlement Agreement. This Settlement Agreement contains the entire agreement between Plaintiff and the United States with respect to the subject matter and supersedes any prior agreements or understandings between them concerning the subject matter hereof, and the terms of this Settlement Agreement are contractual in nature and not mere recitals.

14. It is contemplated that this Settlement Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document. The Plaintiff and the United States understand and agree that a facsimile or electronic copy of signatures may be presented to the Court with the same force and effect as original signatures.

15. In the event that any non-material term or condition of the Settlement Agreement is determined by a court of competent jurisdiction to be unenforceable as a matter of law, then such term or condition shall be severed from the Settlement Agreement and all the remaining terms and conditions shall remain in full force provided that such an unenforceable term does not significantly impact the rights or responsibilities of the parties.

16. This Settlement Agreement will become effective only when approved by the Court, and if not so approved shall be null and void, with no force or effect. Upon full execution of this Settlement Agreement by all parties and the Court, this action will be dismissed with prejudice and without costs.

Executed this 12th day of July, 2023.

Reginald M. Skinner
Attorney for Defendant, United States of America

Executed this 12 day of July, 2023.

[Signature]
Attorney for Plaintiff, Kathryn Spletstoser

Executed this 12 day of July, 2023.

[Signature]
Plaintiff, Kathryn Spletstoser