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10 Attorneys for Defendant
Thomas W. Harker,
11 Acting Secretary of the United States Navy

12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 Jennifer Atkinson,
15 Plaintiff,
16 v.
17 AECOM, AECOM Management
18 Services, INC.; et al.,
19 Defendants.

Case No. EDCV 18-2617-JGB (KKx)

**Stipulation for Compromise Settlement
and Dismissal**

Honorable Jesus G. Bernal
United States District Judge

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1 IT IS HEREBY STIPULATED by and between Jennifer Atkinson (“Plaintiff”)
2 and Thomas W. Harker, Acting Secretary of the United States Navy (“Defendant”)
3 (collectively, the “Parties”), by and through their attorneys of record, that the above-
4 captioned action may be settled and compromised on the following terms and conditions:

5 1. The Parties agree to settle and compromise each and every claim of any
6 kind that Plaintiff has or may have, whether known or unknown, arising out of or in
7 connection with any event or circumstance, occurring prior to, or as of, the date of this
8 Stipulation for Compromise Settlement and Dismissal (“Stipulation”), including, without
9 limitation, any occurrence, event, or circumstance relating to Plaintiff’s employment at
10 Marine Corps Logistics Base Barstow (the “Base”) under the terms and conditions set
11 forth in this Stipulation.

12 2. Defendant agrees to pay Plaintiff the sum of Fifty Thousand Dollars
13 (\$50,000.00) (the “Settlement Proceeds”), which sum shall be in full settlement and
14 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever
15 kind and nature, known and unknown, foreseen and unforeseen, which Plaintiff and her
16 heirs, guardians, executors, administrators, or assigns, may have had, may now have, or
17 may hereafter discover or acquire against the Defendant, the Navy, and its past and
18 present officials, employees, agents, and servants, arising out of or in connection with
19 any event or circumstance, occurring prior to, or as of, the date of this Stipulation,
20 relating to Plaintiff’s employment at the Base and any event which is the subject of the
21 above-captioned action, including any administrative claim and/or grievance, and any
22 claim for personal injury, emotional distress, lost earnings, economic damages, and any
23 other injuries or damages, costs, and attorney’s fees. Defendant will pay the Settlement
24 Proceeds as soon as practicable following the date of this Stipulation.

25 3. Defendant further agrees to take the following actions (the “Nonmonetary
26 Relief”) as consideration for Plaintiff’s agreement to this Stipulation:

27 a. Defendant, through one or more Department of the Navy (the “Navy”)
28 employees, will send two emails to all federal managers and supervisors

1 working at Production Plant Barstow (the “Plant”) attaching the Department
2 of Labor Fact Sheet 73 (“Fact Sheet 73”) and instructing them as to how
3 Fact Sheet 73 is to be used. The emails will state that Fact Sheet 73 should
4 be provided to any employee who asks about pregnancy-related leave
5 and/or lactation accommodations. The first email will be sent in 2021. The
6 second email will be sent in 2022. Defendant is not required to send any
7 emails regarding Fact Sheet 73 beyond the two contemplated by this
8 paragraph.

9 b. Defendant, through one or more Navy employees, will affix to the bulletin
10 boards in the Plant (i) a copy of Fact Sheet 73; (ii) a written description of
11 where the lactation rooms are located in the Plant; and (iii) contact
12 information for a resource regarding the lactation accommodations available
13 in the Plant. Defendant shall maintain this information on the bulletin
14 boards in the Plant for not less than one year from the date that the
15 information in (i), (ii), and (iii) is affixed to the bulletin boards in the Plant.
16 Defendant is not required to maintain any other information on the bulletin
17 boards in the Plant as a result of this Stipulation. Defendant is not required
18 to maintain the information specified in this Stipulation beyond one year
19 from the date that the information in (i), (ii), and (iii) is affixed to the
20 bulletin boards in the Plant.

21 c. Defendant, through one or more Navy employees, will provide
22 supplemental sexual harassment training to all Navy employees at the Plant
23 that informs Navy employees at the Plant (i) that harassment based on
24 lactation is sexual harassment and is legally prohibited; (ii) that employees
25 are legally prohibited from sexually harassing anyone located on the Base;
26 and (iii) where to report any sexual harassment witnessed on the Base. This
27 training will take place no later than one year from the date of this
28

1 Stipulation. Defendant is not required to provide any other training as a
2 result of this Stipulation.

- 3 d. Defendant shall notify Plaintiff's counsel, in writing, by December 31,
4 2022, to confirm that the Nonmonetary Relief outlined in Paragraphs 4.a-c
5 above has been implemented.

6 4. Plaintiff for herself and her heirs, guardians, executors, administrators,
7 agents or assigns, and each and any of them, agrees to accept the Settlement Proceeds
8 and the Nonmonetary Relief in full settlement and satisfaction of any and all claims,
9 demands, rights, and causes of action of whatsoever kind and nature, known and
10 unknown, foreseen and unforeseen, which Plaintiff and her heirs, guardians, executors,
11 administrators, or assigns, may have had, may now have, or may hereafter discover or
12 acquire against the Defendant, the Navy, and its past and present officials, employees,
13 agents, and servants, arising out of or in connection with any event or circumstance,
14 occurring prior to, or as of, the date of this Stipulation, relating to Plaintiff's employment
15 at the Base and any event which is the subject of the above-captioned action, including
16 any administrative claim and/or grievance, and any claim for personal injury, emotional
17 distress, lost earnings, economic damages, and any other injuries or damages.

18 5. Plaintiff for herself and her heirs, guardians, executors, administrators,
19 agents or assigns, and each and any of them, fully and forever releases, acquits and
20 discharges the Defendant, the Navy, and its past and present officials, employees, agents,
21 and servants, from any and all claims, demands, rights, and causes of action of
22 whatsoever kind and nature, known and unknown, foreseen and unforeseen, which
23 Plaintiff and her heirs, guardians, executors, administrators, or assigns, may have had,
24 may now have, or may hereafter discover or acquire against the Defendant, the Navy,
25 and its past and present officials, employees, agents, and servants, arising out of or in
26 connection with any event or circumstance, occurring prior to, or as of, the date of this
27 Stipulation, relating to Plaintiff's employment at the Base and any event which is the
28 subject of the above-captioned action, including any administrative claim and/or

1 grievance, and any claims for personal injury, emotional distress, lost earnings,
2 economic damages, and any other injuries or damages. In addition, if Plaintiff has any
3 pending union grievances or complaints, Equal Employment Opportunity complaints,
4 administrative complaints, appeals, claims, or investigations of whatever nature against
5 the Defendant, the Navy, or any other federal agency, she agrees to withdraw and
6 dismiss them with prejudice. If Plaintiff fails to affirmatively withdraw and dismiss with
7 prejudice any such grievances, complaints, administrative complaints, appeals, claims, or
8 investigations of whatever nature, Plaintiff's signature on this Stipulation will be
9 sufficient legal evidence of her intent to do so, and such matters shall therefore be
10 deemed withdrawn and dismissed with prejudice.

11 6. This Stipulation constitutes a general release of all claims, demands, rights,
12 and causes of action of whatsoever kind and nature, known and unknown, foreseen and
13 unforeseen, arising out of Plaintiff's employment at the Base or any event which is the
14 subject of the above-captioned action. As additional consideration for this Stipulation,
15 Plaintiff for herself and her heirs, guardians, executors, administrators, agents, or
16 assigns, and each and any of them, specifically waives and releases any and all known
17 and unknown rights, claims, causes of action or demands arising out of Plaintiff's
18 employment at the Base and any event which is the subject of the above-captioned action
19 which might otherwise be preserved or accrue under Section 1542 of the California Civil
20 Code, which Plaintiff understands as follows:

21 A general release does not extend to claims that the creditor or releasing party
22 does not know or suspect to exist in his or her favor at the time of executing the
23 release and that, if known by him or her, would have materially affected his or her
settlement with the debtor or released party.

24 Therefore and notwithstanding anything to the contrary herein, Plaintiff for herself and
25 her heirs, guardians, executors, administrators, agents, or assigns, and each and any of
26 them, explicitly releases any and all claims against the Defendant, the Navy, and its past
27 and present officials, employees, agents, and servants, which Plaintiff does not know or
28 suspects to exist in her favor at the time she executes this Stipulation and which would

1 have materially affected this settlement if such claim or claims had been known that
2 arise out of Plaintiff's employment at the Base or any event which is the subject of the
3 above-captioned action.

4 7. This Stipulation shall not constitute an admission of liability or fault on the
5 part of the Defendant, the Navy, or its agents, servants, officials or employees, past or
6 present, and is entered into by the Parties for the purpose of compromising disputed
7 claims and avoiding the expenses and risks of litigation. This Stipulation does not
8 constitute an admission that Plaintiff is, was, or has ever been employed by the United
9 States, the United States Department of Defense, or the Navy.

10 8. It is the Parties' intent that the terms of this Stipulation shall not establish
11 any precedent and that this Stipulation will not be used as a basis for Plaintiff or any
12 other person, representative, or organization to seek or justify similar terms in any
13 subsequent civil or administrative action, mediation, arbitration, or proceeding of any
14 kind.

15 9. The Parties agree that the Settlement Proceeds and the Nonmonetary Relief
16 represent the entire amount of the compromise settlement with Defendant, the Navy, and
17 its agents, servants, officials or employees, past or present, and that the Parties will each
18 bear their own costs, fees, and expenses, and that any attorney's fees or costs owed or
19 incurred by Plaintiff will be paid out of the settlement amount and not in addition
20 thereto. It is further agreed that payment of any attorney's fees, costs, and expenses are
21 the sole responsibility of the Plaintiff and that Defendant shall not pay or reimburse
22 Plaintiff for any attorney's fees, costs, or expenses owed or incurred by Plaintiff.

23 10. Payment of the Settlement Proceeds will be made by Electronic Funds
24 Transfer to Plaintiff's counsel, ALEXANDER MORRISON + FEHR LLP, in trust for
25 Plaintiff, in the total amount of Fifty Thousand Dollars (\$50,000.00). Plaintiff's counsel
26 agrees to provide to Defendant the banking information necessary to effect such
27 electronic funds transfer. Plaintiff's counsel agrees to distribute the settlement proceeds
28 to Plaintiff.

1 11. Plaintiff for herself and her heirs, guardians, executors, administrators or
2 assigns, and each and any of them, agrees that Plaintiff is solely responsible for paying
3 any and all outstanding liens not withdrawn by lien holders, from any and all insurance
4 companies, health care providers, experts, consultants, attorneys, and any and all other
5 persons or organizations who have or may claim to have liens or subrogated assigned
6 claims arising out of or related to the subject matter of this suit.

7 12. In consideration of the payment of the Settlement Proceeds, Plaintiff agrees
8 that she will authorize her counsel to execute the stipulation attached to this agreement
9 as Exhibit A, which provides for the dismissal of this action in its entirety, with
10 prejudice, as to Defendant pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
11 Plaintiff agrees to file the stipulation attached to this agreement as Exhibit A within two
12 (2) days of Plaintiff's counsel receiving the Settlement Proceeds. The failure to obtain a
13 dismissal with prejudice as to Defendant renders the entire Stipulation for Compromise
14 Settlement and Dismissal null and void.

15 13. In exchange for dismissal of this lawsuit, Defendant agrees to waive any
16 and all costs, attorney's fees, and potential claims against Plaintiff relating to this
17 lawsuit.

18 14. Any and all individual taxation consequences as a result of this Stipulation
19 are the sole and exclusive responsibility of Plaintiff. Defendant does not warrant or make
20 any representation regarding any tax consequences of this Stipulation. Nothing contained
21 herein shall constitute a waiver by Plaintiff of any right to challenge any tax
22 consequences of this Stipulation. Further, nothing in this Stipulation waives or modifies
23 federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to
24 this Stipulation or the Settlement Proceeds, and Plaintiff is executing this Stipulation
25 without reliance on any representation by Defendant as to the application of any such
26 law.

27 15. This written Stipulation contains all of the agreements between the Parties
28 and is intended to be and is the final and sole agreement between the Parties. The Parties

1 agree that any other prior or contemporaneous representations or understandings not
2 explicitly contained in this written Stipulation, whether written or oral, are of no further
3 legal or equitable force or effect. Any subsequent modifications to this Stipulation must
4 be in writing and must be signed and executed by the Parties.

5 16. The undersigned represent that each has reviewed and understands this
6 Stipulation, each is fully authorized to enter into the terms and conditions of this
7 Stipulation, and each enters into this Stipulation knowingly, freely, deliberately,
8 voluntarily, and without duress, and agrees to be bound thereby. This Stipulation shall
9 be considered jointly drafted such that any rule of construction to the effect that
10 ambiguities are to be resolved against the drafting party shall not apply to the
11 interpretation of this Stipulation.

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1 17. It is contemplated that this Stipulation may be executed in several
2 counterparts. All such counterparts and signature pages, together, shall be deemed to be
3 one document.

4 Dated:

5 _____
6 JENNIFER ATKINSON
7 Plaintiff

8 Dated:

9 LEGAL AID AT WORK
10 Katherine Wutchiett

11 ALEXANDER MORRISON + FEHR LLP
12 J. Bernard Alexander, III
13 Amelia Alvarez

14 ACLU FOUNDATION OF SOUTHERN
15 CALIFORNIA
16 Amanda Goad
17 Aditi Fruitwala
18 Ariana Rodriguez

19 ACLU FOUNDATION OF NORTHERN
20 CALIFORNIA
21 Elizabeth Gill

22 _____
23 Amelia Alvarez

24 Attorneys for Plaintiff
25 Jennifer Atkinson

26 Dated: August 13, 2021

27 TRACY L. WILKISON
28 Acting United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, General Civil Section

/s/ Timothy D. Biché
TIMOTHY D. BICHÉ
Assistant United States Attorney

Attorneys for Defendant
Thomas W. Harker,
Acting Secretary of the United States Navy