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13 SERGIO CARRILLO a/k/a SERGIO CARRILLO-  
14 SERRANO

15 UNITED STATES DISTRICT COURT  
16 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 SERGIO CARRILLO a/k/a SERGIO  
18 CARRILLO-SERRANO

19 Plaintiff,

20 v.

21 UNITED STATES OF AMERICA,  
22 DOES 1-10, inclusive

23 Defendants.

Case No.: 5:17-cv-01430-AB-FFM

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

Honorable Andre Birotte Jr.  
United States District Judge

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1 IT IS HEREBY STIPULATED by and between plaintiff Sergio Carrillo a/k/a/  
2 Sergio Carrillo-Serrano (“Plaintiff”), and defendant United States of America  
3 (“Defendant”), by and through their respective counsel, as follows:

4 1. This Stipulation For Compromise Settlement and Release (“Stipulation”) is  
5 not, is in no way intended to be, and should not be construed as, an admission of liability  
6 or fault on the part of the Defendant, its agents, servants, or employees. This settlement  
7 is entered into by the parties for the purpose of compromising disputed claims under the  
8 Federal Tort Claims Act and avoiding the expenses and risks of litigation.

9 2. Defendant will pay to Plaintiff the sum of Twenty Thousand Dollars  
10 (\$20,000.00) (the “Settlement Amount”), which sum shall be in full settlement and  
11 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever  
12 kind and nature, arising from, and by reason of any and all known and unknown,  
13 foreseen and unforeseen, bodily and personal and other injuries, resulting, and to result,  
14 from the same subject matter that gave rise to the above-captioned lawsuit, including any  
15 and all claims for wrongful death, which Plaintiff or his guardians, heirs, descendants,  
16 executors, administrators, agents or assigns, and each of them, now have or may  
17 hereafter acquire against the Defendant, its agents, servants, or employees on account of  
18 or arising out of the matters, incidents or circumstances giving rise to this lawsuit.

19 3. Plaintiff and his guardians, heirs, descendants, executors, administrators,  
20 agents or assigns, and each of them, hereby agree to accept the Settlement Amount in  
21 full settlement and satisfaction of any and all claims, demands, rights, and causes of  
22 action of whatsoever kind and nature, arising from, and by reason of any and all known  
23 and unknown, foreseen and unforeseen, bodily and personal and other injuries which  
24 they may have or hereafter acquire against the Defendant, its agents, servants or  
25 employees on account of or arising out of the matters, incidents or circumstances giving  
26 rise to the above-captioned lawsuit, including any and all claims for wrongful death.

27 4. In addition, and notwithstanding anything to the contrary herein, Plaintiff,  
28 his guardians, heirs, descendants, executors, administrators, agents and assigns,

1 explicitly release any and all claims against the Defendant, its agents, servants or  
2 employees, on account of or arising out of the matters, incidents or circumstances giving  
3 rise to this suit, including any and all claim for wrongful death, which Plaintiff and his  
4 guardians, heirs, descendants, executors, administrators, agents or assigns do not know  
5 or suspect to exist in his, her or their favor at the time this Stipulation for Compromise  
6 Settlement and Release is executed.

7 5. Plaintiff specifically agrees, as additional consideration for this Stipulation  
8 for Compromise Settlement and Release, to waive the provisions of Section 1542 of the  
9 Civil Code of the State of California, and Plaintiff understands that said section provides:

10 “A general release does not extend to claims which the creditor does not  
11 know or suspect to exist in his or her favor at the time of executing the  
12 release, which, if known by him or her must have materially affected his  
13 settlement with the debtor.”

14 Therefore, and notwithstanding anything to the contrary herein, Plaintiff explicitly  
15 releases any and all claims against the Defendant, its agents, agencies, servants and  
16 employees which Plaintiff does not know or suspect to exist in favor of Plaintiff at the  
17 time Plaintiff and his attorneys execute this Stipulation for Compromise Settlement and  
18 Release, and which would have materially affected this settlement if such claim or  
19 claims had been known.

20 6. Plaintiff represents and warrants that he is the sole and lawful owner of all  
21 rights, title and interests in and to every claim, including all claims for negligence and  
22 wrongful death, and other matter which he purports to release herein, and that he has not  
23 heretofore assigned or transferred, or purported or attempted to assign or transfer to any  
24 person or entity any claims or other matters herein released. Plaintiff and his guardians,  
25 heirs, descendants, executors, administrators, agents or assigns, and each of them, further  
26 agree to reimburse, indemnify and hold harmless the Defendant, its agents, servants, and  
27 employees from any and all causes of action, claims, liens, rights, or subrogated or  
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1 contribution interests incident to or resulting from this or further litigation or prosecution  
2 of claims by Plaintiff or his guardians, heirs, descendants, executors, administrators,  
3 agents or assigns, and each one of them, against any third party or against the Defendant,  
4 arising from the matters alleged in the above-captioned complaint, including claims for  
5 negligence and wrongful death. It is also specifically understood and agreed between the  
6 parties that Plaintiff is responsible for any lien which may be or has been asserted,  
7 submitted or filed arising out of the matters, incidents or circumstances giving rise to this  
8 suit, and that Plaintiff is obligated to pay any such liens, including liens from any and all  
9 insurance companies, Medicare, and any and all other persons, entities, or organizations,  
10 who have or claim to have any claims arising out of or related to the subject matter of  
11 this suit.

12 7. It is also agreed, by and among the parties hereto, that the Settlement  
13 Amount represents the entire amount of the compromise settlement, and that the  
14 respective parties will each bear their own costs, fees, and expenses, and that any  
15 attorney's fees owed by Plaintiff will be paid out of the aforesaid settlement amount and  
16 not in addition thereto.

17 8. Payment of the Settlement Amount by the United States will be made by  
18 check in the amount of twenty thousand dollars (\$20,000.00) made payable to Sergio  
19 Carrillo. Plaintiff's attorney agrees, subject to the terms and conditions set forth herein,  
20 to distribute the settlement proceeds.

21 9. In consideration of this settlement, Plaintiff agrees that the above captioned  
22 action should be dismissed in its entirety with prejudice. Upon the Court's approval of  
23 this Stipulation for Compromise Settlement, the Court will dismiss this action, with  
24 prejudice, and with each party bearing its own fees, costs, and expenses. Plaintiff also  
25 agrees that he will execute such documents as shall be necessary to cause this action to  
26 be dismissed in its entirety with prejudice from the docket of this Court. The failure to  
27 obtain a dismissal with prejudice renders the entire Stipulation for Compromise  
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1 Settlement and Release and the compromise settlement null and void.

2 10. The undersigned represent that each has reviewed and understands this  
3 agreement, and that each is fully authorized to enter into the terms and conditions of this  
4 agreement and that each agrees to be bound thereby.

5 11. The parties agree that this Stipulation for Compromise Settlement,  
6 including all the terms and conditions of this compromise settlement and any additional  
7 agreements relating thereto, may be made public in their entirety, and Plaintiff expressly  
8 consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

9 12. Any and all taxation consequences as a result of this Stipulation for  
10 Compromise Settlement are the sole and exclusive responsibility of Plaintiff. The  
11 United States does not warrant any representation of any tax consequences of this  
12 Stipulation for Compromise Settlement. Nothing contained herein shall constitute a  
13 waiver by Plaintiff of any right to challenge any tax consequences of this Stipulation.

14 13. This written agreement contains all of the agreements between the parties  
15 hereto, and is intended to be and is the final and sole agreement between the parties. The  
16 parties agree that any other prior or contemporaneous representations or understandings  
17 not explicitly contained in this written agreement, whether written or oral, are of no  
18 further legal or equitable force or effect. Any subsequent modifications to this  
19 agreement must be in writing, and must be signed and executed by the parties.

20 14. It is contemplated that this Stipulation for Compromise Settlement may be  
21 executed in several counterparts, with a separate signature page for each party. All such  
22 counterparts and signature pages, together, shall be deemed to be one document.

23 15. Plaintiff and the United States further agree, and hereby request, that the  
24 Court retain jurisdiction over the above-captioned action to enforce the terms and  
25 conditions of this Stipulation, if needed.

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1 Dated: November 28, 2017

PERKINS COIE LLP

2  
3 /s/ Tyler D. Anthony

4 Michael B. Garfinkel, Bar No. 156010  
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20 Attorneys for Plaintiff  
21 SERGIO CARRILLO a/k/a SERGIO  
22 CARRILLO-SERRANO

23 Dated: November 28, 2017

24 SANDRA R. BROWN  
25 Acting United States Attorney  
26 DOROTHY A. SCHOUTEN  
27 Assistant United States Attorney  
28 Chief, Civil Division  
29 ROBYN-MARIE LYON MONTELEONE  
30 Assistant United States Attorney  
31 Chief, General Civil Section

32 /s/ Karen Y. Paik

33 KAREN Y. PAIK  
34 Assistant United States Attorney

35 Attorneys for Defendant  
36 UNITED STATES OF AMERICA

1 Pursuant to Local Rule 5-4.3.4, the undersigned hereby attests that all other  
2 signatories listed above, and on whose behalf this filing is submitted, concur in the  
3 filing's content and have authorized this filing.

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5 /s/ Tyler D. Anthony  
6 Tyler D. Anthony

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

SERGIO CARRILLO a/k/a SERRANO  
CARRILLO-SERRANO

Plaintiff,

v.

UNITED STATES OF AMERICA;  
DOES 1-10, inclusive

Defendants.

No. 5:17-cv-01430-AB-FFMx

**[PROPOSED] ORDER  
ACCEPTING THE PARTIES'  
STIPULATION FOR COMPROMISE  
SETTLEMENT AND RELEASE OF  
CLAIMS PURSUANT TO  
28 U.S.C. § 2677 AND DISMISSING  
THE CASE WITH PREJUDICE**

Honorable Andre Birotte, Jr.  
United States District Judge



