

1 SANDRA R. BROWN
 Acting United States Attorney
 2 DOROTHY A. SCHOUTEN
 Assistant United States Attorney
 3 Chief, Civil Division
 ROBYN-MARIE LYON MONTELEONE
 4 Assistant United States Attorney
 Chief, General Civil Section
 5 GEOFFREY D. WILSON (Cal. Bar No. 238577)
 Assistant United States Attorney
 6 Deputy Chief, General Civil Section
 Federal Building, Suite 7516
 7 300 North Los Angeles Street
 Los Angeles, California 90012
 8 Telephone: (213) 894-2420
 Facsimile: (213) 894-7819
 9 E-mail: Geoffrey.Wilson@usdoj.gov

10 Attorneys for the United States of America

11 TIMOTHY A. SCOTT
 Law Offices of Timothy A Scott APC
 12 1350 Columbia Street Suite 600
 San Diego, CA 92101
 13 TEL: 619-794-0451
 14 FAX: 619-652-9964
 Email: tscott@timscottlaw.com

15 Attorneys for Plaintiff
16 Dr. Abdul R. D. Salem

17 UNITED STATES DISTRICT COURT
 18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 19 EASTERN DIVISION

20 ABDUL R. D. SALEM,
 21 Plaintiff,
 22 v.
 23 UNITED STATES OF AMERICA, *et*
 24 *al.*,
 25 Defendants.

No. ED CV 15-02091 JGB (SPx)

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

Hon. Jesus G. Bernal

1 IT IS HEREBY STIPULATED AND AGREED by Plaintiff Abdul R. D. Salem
2 (“Plaintiff”) and Defendant United States of America (“Defendant”), by and through
3 their respective attorneys, that the above-captioned action be settled and compromised
4 based on the following terms and conditions.

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

10 2. Defendant will pay to Plaintiff the sum of Forty-Five Thousand Dollars
11 (\$45,000.00) (the “Settlement Amount”), which sum shall be in full settlement and
12 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever
13 kind and nature, arising from, and by reason of any and all known and unknown,
14 foreseen and unforeseen, bodily and personal and other injuries, resulting, and to result,
15 from the same subject matter that gave rise to the above-captioned lawsuit, which
16 Plaintiff or his guardians, heirs, descendants, executors, administrators, agents or
17 assigns, and each of them, now have or may hereafter acquire against the Defendant, its
18 agents, servants, or employees on account of or arising out of the matters, incidents or
19 circumstances giving rise to this lawsuit.

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

28 4. In addition and notwithstanding anything to the contrary herein, Plaintiff,
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, which Plaintiff and his guardians, heirs, descendants, executors,
4 administrators, agents or assigns do not know or suspect to exist in his, her or their favor
5 at the time this Stipulation for Compromise Settlement and Release is executed.

6 5. Plaintiff specifically agrees, as additional consideration for this Stipulation
7 for Compromise Settlement and Release, to waive the provisions of Section 1542 of the
8 Civil Code of the State of California as they apply to claims on account of or arising out
9 of the matters, incidents or circumstances giving rise to this suit, and Plaintiff
10 understands that said section provides:

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

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

22 6. Plaintiff represents and warrants that he is the sole and lawful owner of all
23 rights, title and interests in and to every claim, and other matter which he purports to
24 release herein, and that he has not heretofore assigned or transferred, or purported or
25 attempted to assign or transfer to any person or entity any claims or other matters herein
26 released. Plaintiff and his guardians, heirs, descendants, executors, administrators,
27 agents or assigns, and each of them, further agree to reimburse, indemnify and hold
28 harmless the Defendant, its agents, servants, and employees from any and all causes of
action, claims, liens, rights, or subrogated or contribution interests incident to or

1 resulting from this or further litigation or prosecution of claims by Plaintiff or his
2 guardians, heirs, descendants, executors, administrators, agents or assigns, and each one
3 of them, against any third party or against the Defendant, arising from the matters
4 alleged in the above-captioned complaint.

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

10 8. The United States will pay the Settlement Amount to Plaintiff and his
11 attorney of record, the Council for American-Islamic Relations. This payment shall be
12 made by electronic funds transfer or check to Plaintiff and "COUNCIL ON
13 AMERICAN-ISLAMIC RELATIONS CALIFORNIA, Attorney Client Trust Account".
14 Plaintiff's attorney of record agrees, subject to the terms and conditions set forth herein,
15 to distribute the settlement proceeds to Plaintiff.

16 9. In consideration of this settlement, Plaintiff agrees that the above captioned
17 action should be dismissed in its entirety with prejudice. Upon the Court's approval of
18 this Stipulation for Compromise Settlement and Release, the Court will dismiss this
19 action, with prejudice, and with each party bearing its own fees, costs, and expenses.

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

24 11. It is contemplated that this Stipulation for Compromise Settlement and
25 Release may be executed in several counterparts, with a separate signature page for each
26 party. All such counterparts and signature pages, together, shall be deemed to be one
27 document.

28 12. This Stipulation is subject to all applicable federal laws. Any and all
individual taxation consequences as a result of this Stipulation are the sole and exclusive

1 responsibility of the Plaintiff. Defendant does not warrant any representation of any tax
2 consequences of this Stipulation. Nothing contained herein shall constitute a waiver by
3 Plaintiff of any right to challenge any tax consequences of this Stipulation. If any
4 withholding or debt offset is imposed on Plaintiff as a result of payment of the settlement
5 proceeds, Plaintiff shall be solely responsible for paying any such determined liability
6 from any government agency thereof.

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

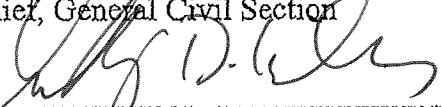
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14. The undersigned represent that each has reviewed and understands this agreement, and that each is fully authorized to enter into the terms and conditions of this agreement and that each agrees to be bound thereby.

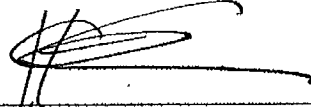
Dated: ^{Sept. 12} ~~August 28, 2017~~

SANDRA R. BROWN
Acting United States Attorney
DOROTHY A. SCHOUTEN
Assistant United States Attorney
Chief, Civil Division
ROBYN MARIE LYON MONTELEONE
Assistant United States Attorney
Chief, General Civil Section



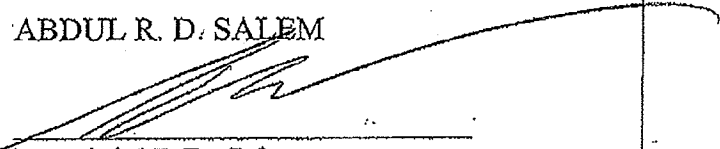
GEOFFREY D. WILSON
Assistant United States Attorney
Attorneys for Federal Defendants

Dated: August 28, 2017

Law Offices of Timothy A Scott APC


TIMOTHY A. SCOTT, Esq.
Attorneys for Plaintiff
ABDUL D. SALEM

Dated: August 28, 2017

ABDUL R. D. SALEM


Dr. Abdul R.D. Salem
Plaintiff