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 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

DEBRA CRIVELLO,	)	Case No. C 06-3831 MJJ
	)	
Plaintiff,	)	SETTLEMENT AGREEMENT AND
	)	<del>[PROPOSED]</del> ORDER
v.	)	
	)	
UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT**

Plaintiff Debra Crivello and defendant United States of America (collectively, the "Parties") hereby enter into this Settlement Agreement (the "Agreement"), as follows:

1. The Parties hereby agree to settle and compromise all claims asserted by plaintiff in *Debra Crivello v. United States of America*, United States District Court for the Northern District of California, Case No. C 06-3831 MJJ (the "Lawsuit"), under the terms and conditions set forth herein.

2. The defendant agrees to pay plaintiff the sum of Three Thousand Dollars (\$3,000.00) (the "Settlement Amount") in full settlement of the claims asserted in the Lawsuit and any and all liability, claims, causes of action, demands, and rights of whatsoever kind and

1 nature (including any claim for wrongful death), which arise or may arise from the same subject  
2 matter that gave rise to the Lawsuit. Payment of the Settlement Amount will be made by check  
3 payable to "The Epstein Group Trust." Payment of the Settlement Amount may take sixty days  
4 or more to process, but the defendant agrees to make good faith efforts to expeditiously process  
5 the payment.

6 3. In consideration of payment of the Settlement Amount, plaintiff agrees that upon  
7 notification that the settlement check is ready for delivery, she will deliver to defense counsel a  
8 fully executed stipulation for dismissal of the lawsuit, with prejudice. Upon receipt of the  
9 executed stipulation for dismissal, defense counsel will release the settlement check to plaintiff's  
10 counsel and file the stipulation for dismissal.

11 4. In consideration of payment of the Settlement Amount, plaintiff and her heirs,  
12 executors, administrators, and assigns hereby release and forever discharge the United States of  
13 America and any and all of its past and present officials, employees, agencies, agents, attorneys,  
14 successors, and assigns from any and all obligations, damages, liabilities, actions, causes of  
15 action, claims, and demands of any kind and nature whatsoever, whether suspected or  
16 unsuspected, at law or in equity, known or unknown (including any claim for wrongful death),  
17 which arise or may arise from the same subject matter that gave rise to the Lawsuit.

18 5. In consideration of payment of the Settlement Amount, plaintiff and her heirs,  
19 executors, administrators, and assigns further agree to reimburse, indemnify, and hold harmless  
20 the United States of America, its agencies, agents, servants, and employees from any and all such  
21 causes of action, claims, liens, rights, or subrogated or contribution interests incident to or  
22 resulting from further litigation or the prosecution of the claims alleged in the Lawsuit by  
23 plaintiff or her heirs, executors, administrators, or assigns against any third party or against the  
24 United States of America, including any future claim for wrongful death.

25 6. California Civil Code Section provides as follows:

26 A general release does not extend to claims which the creditor does  
27 not know or suspect to exist in his favor at the time of executing  
28 the release, which if known by him must have materially affected  
his settlement with the debtor.

1 Plaintiff, having been apprised of such language by her attorney, and fully understanding the  
2 same, nevertheless waives the benefits of any and all rights she may have pursuant to Section  
3 1542 and any similar provisions of federal law. Plaintiff understands that, if the facts concerning  
4 her injuries or the facts concerning the liability of the United States of America, its agencies,  
5 agents, servants or employees for damages pertaining thereto are found hereinafter to be other  
6 than or different from the facts now believed to be true, this Agreement shall be and remain  
7 effective notwithstanding such difference.

8 7. This Agreement shall not constitute an admission of liability or fault on the part of  
9 the United States of America, its agencies, agents, servants, or employees, for the liability alleged  
10 in the Lawsuit, and is entered into by and between the Parties for the purpose of compromising  
11 disputed claims and avoiding the expenses and risks of litigation.

12 8. This Agreement may be pled as a full and complete defense to any subsequent  
13 action or other proceeding involving any person or party which arises out of the claims released  
14 and discharged by this Agreement.

15 9. The Settlement Amount represents the entire amount of the compromise  
16 settlement between the Parties. The Parties will each bear their own costs, attorneys' fees, and  
17 expenses, and any attorneys' fees or liens owed by plaintiff will be paid out of the Settlement  
18 Amount and not in addition thereto.

19 10. It is also understood by plaintiff that, pursuant to Title 28, Section 2678 of the  
20 United States Code, attorneys' fees for services rendered in connection with this Lawsuit shall  
21 not exceed 25 percent of the Settlement Amount.


22 11. The Parties agree that should any dispute arise with respect to the implementation  
23 of the terms of this Agreement, plaintiff shall not seek to rescind the Agreement and pursue her  
24 original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the  
25 settlement in the United States District Court. The parties agree that the United States District  
26 Court will retain jurisdiction over this matter for purposes of resolving any dispute alleging a  
27 breach of this Agreement.

28 12. This instrument shall constitute the entire agreement between the Parties, and it is

1 expressly understood and agreed that this Agreement has been freely and voluntarily entered into  
2 by the Parties with the advice of counsel, who have explained the legal effect of this Agreement.  
3 The Parties further acknowledge that no warranties or representations have been made on any  
4 subject other than as set forth in this Agreement. This Agreement may not be altered, modified,  
5 amended, or otherwise changed in any respect except by writing, duly executed by the Parties and  
6 their authorized representatives.

7  
8 DATED: 4-25-07

SCOTT N. SCHOOLS  
United States Attorney

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11 LETITIA R. KIM  
12 Assistant United States Attorney  
Attorneys for Defendant

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14 DATED: 4/25/07

THE EPSTEIN GROUP

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17 KRISTINA M. WERTZ  
18 Attorneys for Plaintiff  
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~~PROPOSED~~ ORDER

The above Settlement Agreement is APPROVED and SO ORDERED.

Dated: 4/27/07

  
MARTIN J. JENKINS  
United States District Judge