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8 Attorneys for Defendant
 9 United States of America

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 12 WESTERN DIVISION
 13

14 MATT DIES, RAEONA DIES; THE
 15 ESTATE OF MALLORY DIES,

16 Plaintiff,

17 v.

18 UNITED STATES OF AMERICA,
 19 RAYMOND MORUA and DOES 1
 through 10, inclusive,

20 Defendants.

NO. CV 14-05063 MMM (FFMx)

STIPULATION FOR COMPROMISE
 SETTLEMENT AND [PROPOSED]
 ORDER THEREON

21
 22 IT IS HEREBY STIPULATED AND AGREED by Plaintiffs, Matt Dies,
 23 Raeona Dies and the Estate of Mallory Dies (“Plaintiffs”) and Defendant, United
 24 States of America (“Defendant”), by and through their respective counsel, that the
 25 above-captioned action be settled and compromised based on the following terms
 26 and conditions.
 27
 28

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

7 2. Defendant will pay to Plaintiffs the sum of Two Million Five Hundred
8 Thousand Dollars (\$2,500,000.00), including attorney's fees, which sum shall be in
9 full settlement and satisfaction of any and all claims, demands, rights, and causes
10 of action of whatsoever kind and nature, arising from, and by reason of any and all
11 known and unknown, foreseen and unforeseen, bodily and personal and other
12 injuries, resulting, and to result, from the same subject matter that gave rise to the
13 above-captioned lawsuit, including any claims for wrongful death, which Plaintiffs
14 or their guardians, heirs, executors, administrators, agents or assigns, and each of
15 them, now have or may hereafter acquire against the Defendant, its agents,
16 servants, or employees on account of or arising out of the matters, incidents or
17 circumstances giving rise to this lawsuit.

18 3. Plaintiffs and their guardians, heirs, executors, administrators, agents
19 or assigns, and each of them, hereby agree to accept the sum of Two Million Five
20 Hundred Thousand Dollars (\$2,500,000.00) in full settlement and satisfaction of
21 any and all claims, demands, rights, and causes of action of whatsoever kind and
22 nature, arising from, and by reason of any and all known and unknown, foreseen
23 and unforeseen, bodily and personal and other injuries which they may have or
24 hereafter acquire against the Defendant, its agents, servants or employees on
25 account of or arising out of the matters, incidents or circumstances giving rise to
26 the above-captioned lawsuit, including any future claims for wrongful death. This
27 Release does not contemplate and does not include the settlement of any claims of
28 Plaintiffs as against Raymond Morua.

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

9 5. Plaintiffs specifically agree, as additional consideration for this
10 Stipulation For Compromise Settlement And Release, to waive the provisions of
11 Section 1542 of the Civil Code of the State of California, and Plaintiffs understand
12 that said section provides:

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

17 Therefore, and notwithstanding anything to the contrary herein, Plaintiffs
18 explicitly release any and all claims against the Defendant, its agents, servants and
19 employees which Plaintiffs do not know or suspect to exist in favor of Plaintiffs at
20 the time Plaintiffs and their attorneys execute this Stipulation for Compromise
21 Settlement and Release, and which would have materially affected this settlement
22 if such claim or claims had been known. This Release does not contemplate and
23 does not include the settlement of any claims of Plaintiffs as against Raymond
24 Morua.

25 6. Plaintiffs and their guardians, heirs, executors, administrators, agents
26 or assigns, and each of them, further agree to reimburse, indemnify and hold
27 harmless the Defendant, its agents, servants, and employees from any and all
28 causes of action, claims, liens, rights, or subrogated or contribution interests

1 incident to or resulting from this or further litigation or prosecution of claims by
2 Plaintiffs or their guardians, heirs, executors, administrators, agents or assigns, and
3 each one of them, against any third party or against the Defendant, arising from the
4 matters alleged in the above-captioned complaint, including claims for wrongful
5 death. It is specifically understood and agreed between the parties that Plaintiffs
6 are responsible for any lien which may be or has been asserted, submitted or filed
7 arising out of the matters, incidents or circumstances giving rise to this suit.

8 7. It is also agreed, by and among the parties hereto, that the settlement
9 amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00)
10 represents the entire amount of the compromise settlement as between the settling
11 parties, and that the respective parties will each bear their own costs, fees, and
12 expenses, and that any attorney's fees owed by Plaintiffs will be paid out of the
13 aforesaid settlement amount and not in addition thereto.

14 8. Payment of the settlement will be made by a check in the total amount
15 of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), made payable
16 jointly as follows: Matt Dies, Raeona Dies and the Estate of Mallory Dies,
17 Plaintiffs, and Stoll, Nussbaum & Polakov, attorneys for Plaintiffs. Plaintiffs'
18 attorney agrees, subject to the terms and conditions set forth herein, to distribute
19 the settlement proceeds.

20 9. In consideration of the payment of the sum total of Two Million Five
21 Hundred Thousand Dollars (\$2,500,000.00) as set forth above, Plaintiffs agree that
22 they will execute and file with the Court such documents as shall be necessary to
23 cause this action to be dismissed in its entirety with prejudice from the docket of
24 this Court. The failure to obtain a dismissal with prejudice renders the entire
25 Stipulation for Compromise Settlement and Release and the compromise
26 settlement null and void.

27 10. This written agreement contains all of the agreements between the
28 parties hereto, and is intended to be and is the final and sole agreement between the

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

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

9
10 DATED: November 1, 2014

11 

12 _____
13 MATT DIES
14 Plaintiff, Individually, and as the
15 Administrator of the Estate of Mallory Dies

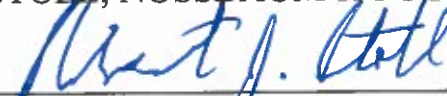
16 DATED: November 1, 2014

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18 _____
19 RAEONA DIES
20 Plaintiff

21 DATED: November 1, 2014

22 STOLL, NUSSBAUM & POLAKOV, APC.

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24 _____
25 ROBERT J. STOLL, JR., ESQ.
26 Attorneys for Plaintiffs

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1 DATED: November 1, 2014

2 STEPHANIE YONEKURA.
3 Acting United States Attorney

4 LEON W. WEIDMAN
5 Assistant United States Attorney
6 Chief, Civil Division

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9 JULIE ZATZ
10 Assistant United States Attorney
11 Attorneys for United States of America
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