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9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF WASHINGTON

11 MOHANAD ELSHIEKY,  
12 Plaintiff,  
13 v.  
14 UNITED STATES OF AMERICA,  
15 Defendant.

Case No. 2:20-CV-00064-SAB

SETTLEMENT AGREEMENT  
AND RELEASE OF FEDERAL  
TORT CLAIMS ACT CLAIMS  
PURSUANT TO 28 U.S.C. § 2677,  
AND OF ALL OTHER CLAIMS

16 It is hereby stipulated by and between Plaintiff Mohanad Elshieky (“Plaintiff”),  
17 and the United States of America (collectively, the “parties”), by and through their  
18 respective attorneys as follows:  
19

20 1. The parties do hereby agree to settle and compromise each and every  
21 claim of any kind, whether known or unknown, arising directly or indirectly from the  
22 acts or omissions that gave rise to the above-captioned action under the terms and  
23 conditions set forth in this Settlement Agreement.  
24

25 2. The United States of America agrees to pay to Plaintiff the sum of thirty-  
26 five thousand dollars (\$35,000.00), which sum shall be in full settlement and  
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1 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever  
2 kind and nature, arising from, and by reason of any and all known and unknown,  
3 foreseen and unforeseen bodily and personal injuries, damage to property and the  
4 consequences thereof, resulting, and to result, from the subject matter of this  
5 settlement, for which Plaintiff or his guardians, heirs, executors, administrators, or  
6 assigns, and each of them, now have or may hereafter acquire against the United  
7 States of America, its agents, servants, and employees.  
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10       3.     Plaintiff and his guardians, heirs, executors, administrators or assigns  
11 hereby agree to accept the sums set forth in this Settlement Agreement in full  
12 settlement, satisfaction, and release of any and all claims, demands, rights, and causes  
13 of action of whatsoever kind and nature, including claims for wrongful death, and any  
14 claims for injunctive or declaratory relief, arising from, and by reason of any and all  
15 known and unknown, foreseen and unforeseen bodily and personal injuries, damage to  
16 property and the consequences thereof which they may have or hereafter acquire  
17 against the United States of America, its agents, servants and employees on account of  
18 the same subject matter that gave rise to the above-captioned action, including any  
19 future claim or lawsuit of any kind or type whatsoever, whether known or unknown,  
20 and whether for compensatory or exemplary damages. Plaintiff and his guardians,  
21 heirs, executors, administrators or assigns further agree to reimburse, indemnify and  
22 hold harmless the United States of America, its agents, servants, and employees from  
23 and against any and all such causes of action, claims, liens, rights, or subrogated or  
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1 contribution interests incident to or resulting from further litigation or the prosecution  
2 of claims by Plaintiff or his guardians, heirs, executors, administrators or assigns  
3 against any third party or against the United States, including claims for wrongful  
4 death.  
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6 4. The parties stipulate and agree that this Settlement Agreement is not, is in  
7 no way intended to be and should not be construed as an admission of liability or fault  
8 on the part of the United States, its agents, servants, or employees, and it is  
9 specifically denied that they are liable to Plaintiff. This settlement is entered into by  
10 all parties for the purpose of compromising disputed claims, including but not limited  
11 to those asserted under the Federal Tort Claims Act, and for the mutual interest of  
12 avoiding the expenses and risks of further litigation.  
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15 5. It is also agreed, by and among the parties, that the respective parties will  
16 each bear their own costs, fees, and expenses and that any attorney's fees owed by  
17 Plaintiff will be paid out of the agreed settlement amount and not in addition thereto.  
18

19 6. It is also understood by and among the parties that pursuant to 28 U.S.C.  
20 § 2678, attorney's fees for services rendered in connection with this action (if any)  
21 shall not exceed 25 per centum (25%) of the compromised settlement amount.  
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23 7. The persons signing this Settlement Agreement warrant and represent  
24 that they possess full authority to bind the persons on whose behalf they are signing to  
25 the terms of the settlement. In the event Plaintiff is a legally incompetent adult,  
26 Plaintiff must obtain Court approval of the settlement at his expense. Plaintiff agrees  
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1 to obtain such approval in a timely manner, with time being of the essence. Plaintiff  
2 further agrees that the United States may void this Settlement Agreement at its option  
3 in the event such approval is not timely obtained. In the event Plaintiff fails to obtain  
4 such Court approval, the entire Settlement Agreement will be null and void.  
5

6 8. Payment of the settlement amount will be made by government wire  
7 transfer as per the following:<sup>1</sup>  
8

9 A. Name of Bank: [REDACTED]

10 B. Street Address of Bank: [REDACTED]

11 C. City, State and Zip Code of Bank: [REDACTED]

12 D. [REDACTED]

13 E. Name of Account: [REDACTED]

14 F. Account Number: [REDACTED]

15 G. Checking or Savings Account: [REDACTED]

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18 9. Plaintiff's attorneys agree to distribute the settlement proceeds to  
19 Plaintiff, and to obtain a dismissal of the above-captioned action with prejudice,  
20 including dismissal with prejudice of any and all claims asserted for injunctive or  
21 declaratory relief, with each party bearing its own fees, costs, and expenses.  
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26 <sup>1</sup> Payment will be issued from the Judgment Fund, a division of the U.S. Department  
27 of Treasury. Payments are typically processed within 6-8 weeks of the date on which  
28 the request for payment is approved.



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*Attorneys for Plaintiff*



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Mohanad Elshieky, Plaintiff

JOSEPH H. HARRINGTON  
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