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9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF WASHINGTON

11 ANDRES SOSA SEGURA,
12
13 Plaintiff,
14
15 v.
16 UNITED STATES OF AMERICA,
17
18 Defendant.

Case No. 2:19-CV-00219-SAB

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

19 It is hereby stipulated by and between Plaintiff Andres Sosa Segura
20 (“Plaintiff”), and the United States of America (collectively, the “parties”), by and
21 through their respective attorneys as follows:

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

1 2. The United States of America agrees to pay to Plaintiff the sum of thirty-
2 five thousand dollars (\$35,000.00), which sum shall be in full settlement and
3 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever
4 kind and nature, arising from, and by reason of any and all known and unknown,
5 foreseen and unforeseen bodily and personal injuries, damage to property and the
6 consequences thereof, resulting, and to result, from the subject matter of this
7 settlement, for which Plaintiff or his guardians, heirs, executors, administrators, or
8 assigns, and each of them, now have or may hereafter acquire against the United
9 States of America, its agents, servants, and employees.

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
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1 hold harmless the United States of America, its agents, servants, and employees from
2 and against any and all such causes of action, claims, liens, rights, or subrogated or
3 contribution interests incident to or resulting from further litigation or the prosecution
4 of claims by Plaintiff or his guardians, heirs, executors, administrators or assigns
5 against any third party or against the United States, including claims for wrongful
6 death.
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9 4. The parties stipulate and agree that this Settlement Agreement is not, is in
10 no way intended to be and should not be construed as an admission of liability or fault
11 on the part of the United States, its agents, servants, or employees, and it is
12 specifically denied that they are liable to Plaintiff. This settlement is entered into by
13 all parties for the purpose of compromising disputed claims, including but not limited
14 to those asserted under the Federal Tort Claims Act, and for the mutual interest of
15 avoiding the expenses and risks of further litigation.
16
17

18 5. It is also agreed, by and among the parties, that the respective parties will
19 each bear their own costs, fees, and expenses and that any attorney's fees owed by
20 Plaintiff will be paid out of the agreed settlement amount and not in addition thereto.
21

22 6. It is also understood by and among the parties that pursuant to 28 U.S.C.
23 § 2678, attorney's fees for services rendered in connection with this action (if any)
24 shall not exceed 25 per centum (25%) of the compromised settlement amount.
25

26 7. The persons signing this Settlement Agreement warrant and represent
27 that they possess full authority to bind the persons on whose behalf they are signing to
28

1 the terms of the settlement. In the event Plaintiff is a legally incompetent adult,
2 Plaintiff must obtain Court approval of the settlement at his expense. Plaintiff agrees
3 to obtain such approval in a timely manner, with time being of the essence. Plaintiff
4 further agrees that the United States may void this Settlement Agreement at its option
5 in the event such approval is not timely obtained. In the event Plaintiff fails to obtain
6 such Court approval, the entire Settlement Agreement will be null and void.
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9 8. Payment of the settlement amount will be made by government wire
10 transfer as per the following:¹

11 A. Name of Bank: _____

12 B. Street Address of Bank: _____

13 C. City, State and Zip Code of Bank: _____

14 D. Bank Routing Number: _____

15 E. Name of Account: _____

16 F. Account Number: _____

17 G. Checking or Savings Account: _____

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21 9. Plaintiff's attorneys agree to distribute the settlement proceeds to
22 Plaintiff, and to obtain a dismissal of the above-captioned action with prejudice,
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26 ¹ 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.


1 including dismissal with prejudice of any and all claims asserted for injunctive or
2 declaratory relief, with each party bearing its own fees, costs, and expenses.

3 10. The parties agree that this Settlement Agreement, including all the terms
4 and conditions herein, and any additional agreements relating thereto, may be made
5 public in their entirety, and Plaintiff expressly consents to such release and disclosure
6 pursuant to 5 U.S.C. § 552a(b).
7


8 11. This Settlement Agreement may be executed in several counterparts, with
9 a separate signature page for each party. All such counterparts and signature pages,
10 together, shall be deemed to be one document.
11

12 DATED this 27th day of April, 2021.

13
14 DAVIS WRIGHT TREMAINE LLP

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16 
17 _____
18 Kenneth E. Payson, WSBA No. 26369
19 Jennifer K. Chung, WSBA No. 51583
20 Arleen Fernandez (*pro hac vice*)
21 *Attorneys for Plaintiff*

22 AMERICAN CIVIL LIBERTIES
23 UNION OF WASHINGTON
24 FOUNDATION

25 
26 _____
27 Lisa Nowlin, WSBA No. 51512
28 *Attorneys for Plaintiff*

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NORTHWEST IMMIGRANT RIGHTS
PROJECT

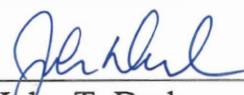


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