

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

ABDULLAH AL-KIDD,)
) Case No. 1:05-cv-093-EJL-MHW
 Plaintiff,)
)
 v.) **STIPULATION FOR COMPROMISE**
) **SETTLEMENT AND RELEASE OF**
) **CLAIMS**
 UNITED STATES, *et al.*,)
)
 Defendants.)
)

It is hereby stipulated by and between Abdullah al-Kidd (“Plaintiff”), and the United States of America and Michael Gneckow (“Defendants”), and by and through their respective attorneys, as follows:

1. Plaintiff and Defendants hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release of Claims (“Stipulation for Compromise”).
2. The United States of America agrees to pay the sum of \$277,500, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Hudson Specialty Insurance Company (“Hudson”), on behalf of its insured, Michael Gneckow, agrees to pay the sum of \$107,500, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against Michael Gneckow, Hudson, and their agents, servants, and employees. Plaintiff and Defendants acknowledge and stipulate that: (a) Hudson is making this payment in compromise of disputed claims to coverage; (b) Hudson does not, by this payment, make any admission of any kind; and (c) neither Plaintiff nor Defendants shall make any claim against Hudson to pay any further sum with respect to the matters settled in this Stipulation for Compromise.

4. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation for Compromise in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, Michael Gneckow, Hudson, and their agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors,

administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, Michael Gneckow, Hudson, and their agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

5. This Stipulation for Compromise is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, Michael Gneckow, and their agents, servants, or employees, and the United States and Michael Gneckow specifically deny that they are liable to the plaintiff. This Stipulation for Compromise is not and should not be construed as an admission by the Plaintiff that the settlement amount reflects the full extent of his injuries or of the damages that he claims he is entitled to recover as a result of the events giving rise to this action. This Stipulation for Compromise is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

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

7. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement of the United States.

8. The persons signing this Stipulation for Compromise warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of this settlement and further warrant and represent that they have completely read and fully understand the terms of this written stipulation and agreement and voluntarily accept those terms of their own free will.

9. Within 20 calendar days after all signatories have signed this Stipulation for Compromise, Hudson will make its payment pursuant to ¶ 3 by check to Plaintiff or Plaintiff's designee; Plaintiff's counsel will provide Hudson the necessary payment information, including W-9 information if the payment is to Plaintiff's counsel. Within seven calendar days after all signatories have signed this Stipulation for Compromise, Michael Gneckow will dismiss his pending appeal in the Ninth Circuit. Within seven calendar days after the Ninth Circuit dismisses the appeal, Plaintiff will file in district court a stipulation of dismissal of the above-captioned action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). After the district court dismisses all remaining claims with prejudice, the United States of America will make its payment pursuant to ¶ 2 by wire transfer to Plaintiff or Plaintiff's designee. Plaintiff's counsel will provide Defendants' counsel with the necessary account and routing information under separate cover. Notwithstanding the entry of a dismissal herein, the parties hereby stipulate that this Court shall maintain jurisdiction to enforce the terms of this compromise settlement. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82 (1994).

10. The parties agree that this Stipulation for Compromise, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and

disclosure pursuant to Title 5, United States Code, Section 552a(b).

11. This Stipulation for Compromise constitutes the entire agreement among the parties as to the claims raised by Plaintiff against Michael Gneckow and the United States and its agencies, current and former officers, agents, servants and employees in the above-captioned action, and supersedes all prior agreements, representations, warranties, promises, covenants, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

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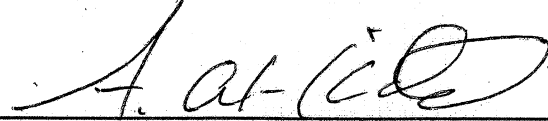
12. It is contemplated that this Stipulation for Compromise may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.



Lee Gelernt
Attorney for Plaintiff Abdullah al-Kidd

12-22-2014

Date



Abdullah al-Kidd
Plaintiff

12-18-2014

Date

Brant S. Levine
United States Department of Justice, Civil Division, Torts Branch
Attorney for Defendants United States of America and Michael Gneckow

Date

Richard W. Stevens
Swick & Shapiro, P.C.
Attorney for Michael Gneckow

Date

Miguel Alvarez
Hudson Insurance Company

Date

Michael Gneckow
Defendant

Date

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Lee Gelernt
Attorney for Plaintiff Abdullah al-Kidd

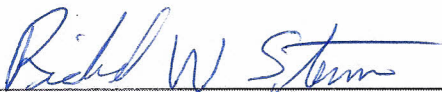
Date

Abdullah al-Kidd
Plaintiff

Date

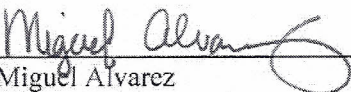
Brant S. Levine
United States Department of Justice, Civil Division, Torts Branch
Attorney for Defendants United States of America and Michael Gneckow

Date



Richard W. Stevens
Swick & Shapiro, P.C.
Attorney for Michael Gneckow

12/19/2014
Date



Miguel Alvarez
Hudson Insurance Company

12/19/14
Date

Michael Gneckow
Defendant

Date