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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF OREGON**

**CYRUS ANDREW SULLIVAN,**  
  
**Plaintiff,**  
  
v.  
  
**UNITED STATES OF AMERICA,**  
  
**Defendant.**

**Case No. 3:18-cv-00110-JGZ**  
  
**STIPULATION FOR**  
**COMPROMISE SETTLEMENT**  
**AND RELEASE OF FEDERAL**  
**TORT CLAIMS ACT CLAIMS**  
**PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between pro se Plaintiff Cyrus Andrew Sullivan and Defendant United States as follows:

1. Plaintiff Cyrus Andrew Sullivan is pro se and not represented by counsel. This agreement is entered into between Cyrus Andrew Sullivan

(“Plaintiff”) and the United States (“Defendant”) collectively referred to as “the parties.”

2. The parties 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 Federal Tort Claims (hereafter “Settlement Agreement”).

3. The United States agrees to pay to Plaintiff the sum of **Ten Thousand dollars and no cents [\$10,000.00]**, (“Settlement Amount”) 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 now have or may hereafter acquire against the United States, its agents, servants, and employees.

4. Plaintiff agrees to accept the Settlement Amount 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, its 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 further agrees to reimburse, indemnify and hold harmless the United States, its 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 against any third party or against the United States, including claims for wrongful death.

5. This Settlement Agreement 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, its agents, servants, or employees, and it is specifically denied that they are liable to the Plaintiff. This settlement is entered into by the parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

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

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the party on whose behalf they are signing to the terms of the settlement.

8. Payment of the Settlement Amount will be sent by electronic transfer to Plaintiff Cyrus Andrew Sullivan.

9. Upon receipt of the Settlement Amount, Plaintiff agrees to obtain a dismissal of the above-captioned action with prejudice, with each party bearing their own fees, costs, and expenses.

10. The parties agree that this Settlement Agreement, 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 5 U.S.C. § 552a(b).

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11. It is contemplated that this Settlement Agreement 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.

\_\_\_\_\_  
Cyrus Andrew Sullivan  
Plaintiff, *pro se*

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Kevin Danielson  
Assistant U.S. Attorney  
Attorney for Defendant

Dated: \_\_\_\_\_, 2021