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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

Douglas L. Miller
Plaintiff(s),
vs.
California State Senate, et al
Defendant(s)

Case No.: 34-2014-0017007)
STIPULATION FOR
SETTLEMENT CODE OF CIVIL
PROCEDURE SECTION 664.6;
ORDER.

A mandatory settlement conference was conducted in this case by LUIS A. CESPEDES on January 11, 2017. The parties reached an agreement and it is stipulated that this matter is settled pursuant to the following terms and conditions:

1. Defendant(s) California State Senate, et. al
 shall pay to Plaintiff(s) ~~\$89,500.00~~ Douglas L. Miller
 and to his/her attorney Mary Alice Coleman
 the total sum of \$ \$89,500.00
 payable as follows: with in ~~thirty (30)~~ days
forty-five (45) to sixty (60) days

in full settlement and compromise of this action and in release
 and discharge of any and all claims and causes of actions made
 in this action arising out of or in any way related to
Plaintiff's employment with the California State Senate

and as set forth in the allegations in the complaint on file in
 this matter.

2. Plaintiff(s) Douglas L. Miller
 agrees to accept the settlement amount in full settlement and
 compromise of this action and agrees that this payment shall
 fully and forever discharge and release all claims and causes of
 action, whether known or unknown, which plaintiff(s) Douglas L. Miller

has/~~have~~ as of the effective date of this agreement against (all
 defendants in this case) California State Senate, Bob Phelan, and Patricia O'Brien
 and their employees, principals, agents and assigns.
and its Members,

1 This settlement includes an express waiver of Civil Code
2 section 1542, which states:

3 "A general release does not extend to claims which the
4 creditor does not know or suspect to exist in his or her favor
5 at the time of executing the release, which, if known by him or
6 her must have materially affected his or her settlement with the
7 debtor."

8 3. The Plaintiff(s) Douglas L. Miller agrees
9 to file a Dismissal With Prejudice of all claims and causes of
10 action as to (each and every party) _____
11 within five (5) days of receipt of the sum specified in
12 paragraph 1.

13 4. Plaintiff(s) Douglas L. Miller agrees
14 to discharge any and all liens and other claims that any third
15 party or organization might have or assert against the proceeds
16 of this settlement and to hold Defendant(s) California State
17 Senate, Bob Phelan, and Patricia O'Brien
18 harmless as against any such liens or claims.

19 5. The attorneys for the parties represent:

20 a. that they have fully explained to their clients the
21 legal effect of this agreement; and

22 b. that they have fully explained to their clients the
23 meaning of the Civil Code section 1542 release; and

24 c. that they have fully explained to their clients the
25 meaning of the dismissal with prejudice; and
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1 d. that they have fully explained to their clients that
2 this settlement and compromise is final and conclusive,
3 effective immediately; and

4 e. that their clients freely consent to and authorize
5 this agreement;

6 6. Notwithstanding the provisions of Evidence Code sections
7 1115-1128, this agreement is a court approved settlement
8 enforceable pursuant to Code of Civil Procedure section 664.6
9 and may be enforced by motion or any other procedure permitted
10 by California law.

11 7. ~~The settlement in this matter is being funded by the~~
12 ~~defendant's insurance company. The defendant is insured under~~
13 ~~an insurance policy that gives the insurance company the right~~
14 ~~to settle the matter without the defendant's consent and the~~
15 ~~right to bind the defendant to the settlement. Defendant's~~
16 ~~insurance company representative is authorized to enter into~~
17 ~~this settlement agreement and bind the defendant and defendant's~~
18 ~~insurance company to this settlement agreement subjecting the~~
19 ~~defendant and defendant's insurance company to the provisions of~~
20 ~~Code of Civil Procedure section 664.6 and all other procedures~~
21 ~~available under law concerning the enforceability of this~~
22 ~~settlement agreement.~~

All current and former

23 8. Except as otherwise may be provided herein, each party
24 shall bear their own attorneys fees and costs.

Defendants also expressly waive

25 9. The parties understand and stipulate that this case is
26 deemed settled pursuant to the terms of this agreement.

and fees and
costs against Plaintiff.

10. Other provisions:

(a) This agreement is not an admission of liability by either party or parties. Defendants expressly deny any unlawful conduct or employment practices

(b) This agreement is confidential. The parties agree not to voluntarily release this agreement to third parties or otherwise disclose its contents except:

(1) the agreement is required to be released by law;

(2) the ^{Plaintiff and} Senate needs to use the agreement to defend itself in an action.

(c) Plaintiff's personnel file will not show that he was terminated. ~~X~~ (See Attachment "A")

(d) Plaintiff is waiving any claims under the Age Discrimination in Employment Act. Plaintiff has 7 days to revoke the agreement. This agreement becomes effective after the 7 day revocation has expired. Plaintiff waived his 2-day review period.

(e) If necessary, the parties will execute a long-term settlement agreement incorporating these material forms

Attachment "A"



Plaintiff will direct all requests for references solely to Senate Human Resources who will provide only confirmation of Plaintiff's dates of employment and position held.

5 "A"

1 Dated: 11/11/16

2
3 Plaintiff (Print): DOUGLAS L MILLER

4 Plaintiff (Print): _____

5
6 Plaintiff (Signature):  Jan. 13 2017

7
8 Plaintiff (Signature): _____

9
10 Plaintiff's Counsel (Signature): MARV-Alice COLEMAN


11 Defendant (Print): _____

12 Defendant (Print): _____

13
14 Defendant (Signature):  Legislative Council Bureau,

15 on behalf of all defendants
16 Defendant (Signature): _____

17
18 Insurance Company Representative (Print): _____

19 Insurance Company Representative (Print): _____

20
21 Insurance Company Representative (Signature): _____

22
23 Insurance Company Representative (Signature): _____

24
25 Defendant Counsel (Signature): 

26 Defendant Counsel (Signature): 

27
28

1 Temporary Judge / Volunteer Civil Settlement Attorney Signature:

2 
3 _____
4 *LUIS A. CESPEDES*

11 **ORDER**

12 Pursuant to the above stipulation, this matter is deemed
13 settled. The trial date is ordered vacated.

14 The settlement reached by the parties signing this
15 stipulation is a judicially supervised settlement. The court
16 shall retain jurisdiction over the parties to enforce the
17 settlement until performance in full of the terms of the
18 settlement pursuant to Code of Civil Procedure Section 664.6.

19
20 Dated: _____
21
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24 _____

25 Supervising Settlement Judge
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