

1 TRACY L. WILKISON  
Acting United States Attorney  
2 DAVID M. HARRIS  
Assistant United States Attorney  
3 Chief, Civil Division  
JOANNE S. OSINOFF  
4 Assistant United States Attorney  
Chief, General Civil Section  
5 TIMOTHY D. BICHE (Cal. Bar No. 293363)  
Assistant United States Attorney  
6 Federal Building, Suite 7516  
300 North Los Angeles Street  
7 Los Angeles, California 90012  
Telephone: (213) 894-7354  
8 Facsimile: (213) 894-7819  
E-mail: timothy.biche@usdoj.gov  
9

10 Attorneys for Defendant  
Thomas W. Harker,  
11 Acting Secretary of the United States Navy

12 UNITED STATES DISTRICT COURT  
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 Jennifer Atkinson,  
15 Plaintiff,  
16 v.  
17 AECOM, AECOM Management  
18 Services, INC.; et al.,  
19 Defendants.

Case No. EDCV 18-2617-JGB (KKx)

**Stipulation for Compromise Settlement  
and Dismissal**

Honorable Jesus G. Bernal  
United States District Judge

1 IT IS HEREBY STIPULATED by and between Jennifer Atkinson (“Plaintiff”)  
2 and Thomas W. Harker, Acting Secretary of the United States Navy (“Defendant”)  
3 (collectively, the “Parties”), by and through their attorneys of record, that the above-  
4 captioned action may be settled and compromised on the following terms and conditions:

5 1. The Parties agree to settle and compromise each and every claim of any  
6 kind that Plaintiff has or may have, whether known or unknown, arising out of or in  
7 connection with any event or circumstance, occurring prior to, or as of, the date of this  
8 Stipulation for Compromise Settlement and Dismissal (“Stipulation”), including, without  
9 limitation, any occurrence, event, or circumstance relating to Plaintiff’s employment at  
10 Marine Corps Logistics Base Barstow (the “Base”) under the terms and conditions set  
11 forth in this Stipulation.

12 2. Defendant agrees to pay Plaintiff the sum of Fifty Thousand Dollars  
13 (\$50,000.00) (the “Settlement Proceeds”), which sum shall be in full settlement and  
14 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever  
15 kind and nature, known and unknown, foreseen and unforeseen, which Plaintiff and her  
16 heirs, guardians, executors, administrators, or assigns, may have had, may now have, or  
17 may hereafter discover or acquire against the Defendant, the Navy, and its past and  
18 present officials, employees, agents, and servants, arising out of or in connection with  
19 any event or circumstance, occurring prior to, or as of, the date of this Stipulation,  
20 relating to Plaintiff’s employment at the Base and any event which is the subject of the  
21 above-captioned action, including any administrative claim and/or grievance, and any  
22 claim for personal injury, emotional distress, lost earnings, economic damages, and any  
23 other injuries or damages, costs, and attorney’s fees. Defendant will pay the Settlement  
24 Proceeds as soon as practicable following the date of this Stipulation.

25 3. Defendant further agrees to take the following actions (the “Nonmonetary  
26 Relief”) as consideration for Plaintiff’s agreement to this Stipulation:

- 27 a. Defendant, through one or more Department of the Navy (the “Navy”)  
28 employees, will send two emails to all federal managers and supervisors

1 working at Production Plant Barstow (the “Plant”) attaching the Department  
2 of Labor Fact Sheet 73 (“Fact Sheet 73”) and instructing them as to how  
3 Fact Sheet 73 is to be used. The emails will state that Fact Sheet 73 should  
4 be provided to any employee who asks about pregnancy-related leave  
5 and/or lactation accommodations. The first email will be sent in 2021. The  
6 second email will be sent in 2022. Defendant is not required to send any  
7 emails regarding Fact Sheet 73 beyond the two contemplated by this  
8 paragraph.

9 b. Defendant, through one or more Navy employees, will affix to the bulletin  
10 boards in the Plant (i) a copy of Fact Sheet 73; (ii) a written description of  
11 where the lactation rooms are located in the Plant; and (iii) contact  
12 information for a resource regarding the lactation accommodations available  
13 in the Plant. Defendant shall maintain this information on the bulletin  
14 boards in the Plant for not less than one year from the date that the  
15 information in (i), (ii), and (iii) is affixed to the bulletin boards in the Plant.  
16 Defendant is not required to maintain any other information on the bulletin  
17 boards in the Plant as a result of this Stipulation. Defendant is not required  
18 to maintain the information specified in this Stipulation beyond one year  
19 from the date that the information in (i), (ii), and (iii) is affixed to the  
20 bulletin boards in the Plant.

21 c. Defendant, through one or more Navy employees, will provide  
22 supplemental sexual harassment training to all Navy employees at the Plant  
23 that informs Navy employees at the Plant (i) that harassment based on  
24 lactation is sexual harassment and is legally prohibited; (ii) that employees  
25 are legally prohibited from sexually harassing anyone located on the Base;  
26 and (iii) where to report any sexual harassment witnessed on the Base. This  
27 training will take place no later than one year from the date of this  
28

1 Stipulation. Defendant is not required to provide any other training as a  
2 result of this Stipulation.

- 3 d. Defendant shall notify Plaintiff's counsel, in writing, by December 31,  
4 2022, to confirm that the Nonmonetary Relief outlined in Paragraphs 4.a-c  
5 above has been implemented.

6 4. Plaintiff for herself and her heirs, guardians, executors, administrators,  
7 agents or assigns, and each and any of them, agrees to accept the Settlement Proceeds  
8 and the Nonmonetary Relief in full settlement and satisfaction of any and all claims,  
9 demands, rights, and causes of action of whatsoever kind and nature, known and  
10 unknown, foreseen and unforeseen, which Plaintiff and her heirs, guardians, executors,  
11 administrators, or assigns, may have had, may now have, or may hereafter discover or  
12 acquire against the Defendant, the Navy, and its past and present officials, employees,  
13 agents, and servants, arising out of or in connection with any event or circumstance,  
14 occurring prior to, or as of, the date of this Stipulation, relating to Plaintiff's employment  
15 at the Base and any event which is the subject of the above-captioned action, including  
16 any administrative claim and/or grievance, and any claim for personal injury, emotional  
17 distress, lost earnings, economic damages, and any other injuries or damages.

18 5. Plaintiff for herself and her heirs, guardians, executors, administrators,  
19 agents or assigns, and each and any of them, fully and forever releases, acquits and  
20 discharges the Defendant, the Navy, and its past and present officials, employees, agents,  
21 and servants, from any and all claims, demands, rights, and causes of action of  
22 whatsoever kind and nature, known and unknown, foreseen and unforeseen, which  
23 Plaintiff and her heirs, guardians, executors, administrators, or assigns, may have had,  
24 may now have, or may hereafter discover or acquire against the Defendant, the Navy,  
25 and its past and present officials, employees, agents, and servants, arising out of or in  
26 connection with any event or circumstance, occurring prior to, or as of, the date of this  
27 Stipulation, relating to Plaintiff's employment at the Base and any event which is the  
28 subject of the above-captioned action, including any administrative claim and/or

1 grievance, and any claims for personal injury, emotional distress, lost earnings,  
2 economic damages, and any other injuries or damages. In addition, if Plaintiff has any  
3 pending union grievances or complaints, Equal Employment Opportunity complaints,  
4 administrative complaints, appeals, claims, or investigations of whatever nature against  
5 the Defendant, the Navy, or any other federal agency, she agrees to withdraw and  
6 dismiss them with prejudice. If Plaintiff fails to affirmatively withdraw and dismiss with  
7 prejudice any such grievances, complaints, administrative complaints, appeals, claims, or  
8 investigations of whatever nature, Plaintiff's signature on this Stipulation will be  
9 sufficient legal evidence of her intent to do so, and such matters shall therefore be  
10 deemed withdrawn and dismissed with prejudice.

11         6.       This Stipulation constitutes a general release of all claims, demands, rights,  
12 and causes of action of whatsoever kind and nature, known and unknown, foreseen and  
13 unforeseen, arising out of Plaintiff's employment at the Base or any event which is the  
14 subject of the above-captioned action. As additional consideration for this Stipulation,  
15 Plaintiff for herself and her heirs, guardians, executors, administrators, agents, or  
16 assigns, and each and any of them, specifically waives and releases any and all known  
17 and unknown rights, claims, causes of action or demands arising out of Plaintiff's  
18 employment at the Base and any event which is the subject of the above-captioned action  
19 which might otherwise be preserved or accrue under Section 1542 of the California Civil  
20 Code, which Plaintiff understands as follows:

21               A general release does not extend to claims that the creditor or releasing party  
22               does not know or suspect to exist in his or her favor at the time of executing the  
23               release and that, if known by him or her, would have materially affected his or her  
                  settlement with the debtor or released party.

24 Therefore and notwithstanding anything to the contrary herein, Plaintiff for herself and  
25 her heirs, guardians, executors, administrators, agents, or assigns, and each and any of  
26 them, explicitly releases any and all claims against the Defendant, the Navy, and its past  
27 and present officials, employees, agents, and servants, which Plaintiff does not know or  
28 suspects to exist in her favor at the time she executes this Stipulation and which would

1 have materially affected this settlement if such claim or claims had been known that  
2 arise out of Plaintiff's employment at the Base or any event which is the subject of the  
3 above-captioned action.

4 7. This Stipulation shall not constitute an admission of liability or fault on the  
5 part of the Defendant, the Navy, or its agents, servants, officials or employees, past or  
6 present, and is entered into by the Parties for the purpose of compromising disputed  
7 claims and avoiding the expenses and risks of litigation. This Stipulation does not  
8 constitute an admission that Plaintiff is, was, or has ever been employed by the United  
9 States, the United States Department of Defense, or the Navy.

10 8. It is the Parties' intent that the terms of this Stipulation shall not establish  
11 any precedent and that this Stipulation will not be used as a basis for Plaintiff or any  
12 other person, representative, or organization to seek or justify similar terms in any  
13 subsequent civil or administrative action, mediation, arbitration, or proceeding of any  
14 kind.

15 9. The Parties agree that the Settlement Proceeds and the Nonmonetary Relief  
16 represent the entire amount of the compromise settlement with Defendant, the Navy, and  
17 its agents, servants, officials or employees, past or present, and that the Parties will each  
18 bear their own costs, fees, and expenses, and that any attorney's fees or costs owed or  
19 incurred by Plaintiff will be paid out of the settlement amount and not in addition  
20 thereto. It is further agreed that payment of any attorney's fees, costs, and expenses are  
21 the sole responsibility of the Plaintiff and that Defendant shall not pay or reimburse  
22 Plaintiff for any attorney's fees, costs, or expenses owed or incurred by Plaintiff.

23 10. Payment of the Settlement Proceeds will be made by Electronic Funds  
24 Transfer to Plaintiff's counsel, ALEXANDER MORRISON + FEHR LLP, in trust for  
25 Plaintiff, in the total amount of Fifty Thousand Dollars (\$50,000.00). Plaintiff's counsel  
26 agrees to provide to Defendant the banking information necessary to effect such  
27 electronic funds transfer. Plaintiff's counsel agrees to distribute the settlement proceeds  
28 to Plaintiff.

1           11. Plaintiff for herself and her heirs, guardians, executors, administrators or  
2 assigns, and each and any of them, agrees that Plaintiff is solely responsible for paying  
3 any and all outstanding liens not withdrawn by lien holders, from any and all insurance  
4 companies, health care providers, experts, consultants, attorneys, and any and all other  
5 persons or organizations who have or may claim to have liens or subrogated assigned  
6 claims arising out of or related to the subject matter of this suit.

7           12. In consideration of the payment of the Settlement Proceeds, Plaintiff agrees  
8 that she will authorize her counsel to execute the stipulation attached to this agreement  
9 as Exhibit A, which provides for the dismissal of this action in its entirety, with  
10 prejudice, as to Defendant pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).  
11 Plaintiff agrees to file the stipulation attached to this agreement as Exhibit A within two  
12 (2) days of Plaintiff's counsel receiving the Settlement Proceeds. The failure to obtain a  
13 dismissal with prejudice as to Defendant renders the entire Stipulation for Compromise  
14 Settlement and Dismissal null and void.

15           13. In exchange for dismissal of this lawsuit, Defendant agrees to waive any  
16 and all costs, attorney's fees, and potential claims against Plaintiff relating to this  
17 lawsuit.

18           14. Any and all individual taxation consequences as a result of this Stipulation  
19 are the sole and exclusive responsibility of Plaintiff. Defendant does not warrant or make  
20 any representation regarding any tax consequences of this Stipulation. Nothing contained  
21 herein shall constitute a waiver by Plaintiff of any right to challenge any tax  
22 consequences of this Stipulation. Further, nothing in this Stipulation waives or modifies  
23 federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to  
24 this Stipulation or the Settlement Proceeds, and Plaintiff is executing this Stipulation  
25 without reliance on any representation by Defendant as to the application of any such  
26 law.

27           15. This written Stipulation contains all of the agreements between the Parties  
28 and is intended to be and is the final and sole agreement between the Parties. The Parties

1 agree that any other prior or contemporaneous representations or understandings not  
2 explicitly contained in this written Stipulation, whether written or oral, are of no further  
3 legal or equitable force or effect. Any subsequent modifications to this Stipulation must  
4 be in writing and must be signed and executed by the Parties.

5       16. The undersigned represent that each has reviewed and understands this  
6 Stipulation, each is fully authorized to enter into the terms and conditions of this  
7 Stipulation, and each enters into this Stipulation knowingly, freely, deliberately,  
8 voluntarily, and without duress, and agrees to be bound thereby. This Stipulation shall  
9 be considered jointly drafted such that any rule of construction to the effect that  
10 ambiguities are to be resolved against the drafting party shall not apply to the  
11 interpretation of this Stipulation.

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17. It is contemplated that this Stipulation may be executed in several counterparts. All such counterparts and signature pages, together, shall be deemed to be one document.

Dated:

JENNIFER ATKINSON  
Plaintiff

Dated:

# LEGAL AID AT WORK

## Katherine Wutchiett

ALEXANDER MORRISON + FEHR LLP  
J. Bernard Alexander, III  
Amelia Alvarez

ACLU FOUNDATION OF SOUTHERN  
CALIFORNIA  
Amanda Goad  
Aditi Fruitwala  
Ariana Rodriguez

ACLU FOUNDATION OF NORTHERN  
CALIFORNIA  
Elizabeth Gill

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Amelia Alvarez

Attorneys for Plaintiff  
Jennifer Atkinson

Dated: August 13, 2021

TRACY L. WILKISON  
Acting United States Attorney  
DAVID M. HARRIS  
Assistant United States Attorney  
Chief, Civil Division  
JOANNE S. OSINOFF  
Assistant United States Attorney  
Chief, General Civil Section

/s/ Timothy D. Biché  
TIMOTHY D. BICHÉ  
Assistant United States Attorney

Attorneys for Defendant  
Thomas W. Harker,  
Acting Secretary of the United States Navy



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2 counterparts. All such counterparts and signature pages, together, shall be deemed to be  
3 one document.

4 Dated:

5 8/13/2021

7 Dated: 8/13/21

  
JENNIFER ATKINSON  
Plaintiff

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Katherine Wutchiett

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Attorneys for Plaintiff  
Jennifer Atkinson

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Assistant United States Attorney  
Chief, Civil Division  
22 JOANNE S. OSINOFF  
Assistant United States Attorney  
Chief, General Civil Section  
23

24  
25 TIMOTHY D. BICHÉ  
Assistant United States Attorney

26 Attorneys for Defendant  
27 Thomas W. Harker,  
Acting Secretary of the United States Navy  
28