

Hon. Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

RENNISON V. CASTILLO

Plaintiff,

v.

OFFICER LINDA M. SWARSKI, et. al.,

Defendants.

NO. C08-5683-BHS

**STIPULATION FOR COMPROMISE  
SETTLEMENT AND RELEASE OF  
ALL CLAIMS**

STIPULATION

It is hereby stipulated by and between the undersigned plaintiff, Rennison V. Castillo, the defendants Linda M. Swarski, Norris Potter III, Carl Stephens, and Julie Stephens (the "individual defendants"), and the United States of America, including its agency, the Department of Homeland Security ("DHS") (collectively, the "parties"), by and through their respective attorneys, as follows:

1. The parties do 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 All Claims ("Stipulation" or "Settlement").

2. DHS agrees to pay plaintiff the sum of \$400,000.00. This sum, and the Statement of Regret (attached hereto as Exhibit 1), 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

1 by reason of any and all known and unknown, foreseen and unforeseen injuries, damages and the  
 2 consequences thereof, resulting, and to result, from the subject matter of the above-reference  
 3 lawsuit, including any claims for which plaintiff or his guardians, heirs, executors,  
 4 administrators, or assigns, and each of them, now have or may hereafter acquire against the  
 5 individual defendants, the United States of America, its agencies (including but not limited to the  
 6 DHS), agents, servants, or current or former employees.

7 3. Payment of the settlement amount will be made by electronic funds transfer  
 8 to the Plaintiff's bank account, as follows:

9 PAYEE NAME: Rennison Vern Castillo

10 PAYEE MAILING ADDRESS: [REDACTED]

11 PAYEE Social Security Number: [REDACTED]

12 BANK NAME: [REDACTED]

13 BANK ABA ROUTING NUMBER: [REDACTED]

14 BANK ACCOUNT NUMBER: [REDACTED]

15 4. For the consideration set forth above, plaintiff and his guardians, heirs, executors,  
 16 administrators or assigns hereby agree to accept the sums set forth in this Stipulation in full  
 17 settlement and satisfaction of any and all claims, demands, rights, and causes of action of  
 18 whatsoever kind and nature, arising from, and by reason of any and all known and unknown,  
 19 foreseen and unforeseen injuries, damages and the consequences thereof, which they may have  
 20 or hereafter acquire against the individual defendants, United States of America, its agencies  
 21 (including but not limited to the DHS), its agents, servants or current or former employees on  
 22 account of the same subject matter that gave rise to the above-captioned action, including any  
 23 future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether  
 24 for compensatory or any other type of damages. Plaintiff and his guardians, heirs, executors,  
 25 administrators or assigns further agree to reimburse, indemnify and hold harmless the individual  
 26 defendants, United States of America, its agencies (including but not limited to the DHS), its  
 27 agents, servants, or current or former employees from and against any and all causes of action,  
 28 claims, liens, rights, or subrogated or contribution interests, brought by any party, incident to or

1 resulting from further litigation or the prosecution of claims by plaintiff or his guardians, heirs,  
 2 executors, administrators or assigns against any third party or against the individual defendants,  
 3 the United States (including but not limited to the DHS), its agents, servants, or current or former  
 4 employees.

5 5. This Stipulation is not, is in no way intended to be, and should not be construed  
 6 as, an admission of liability or fault on the part of the individual defendants, the United States, its  
 7 agents, servants, or current or former employees, and it is specifically denied that they are liable  
 8 to the plaintiff. This Settlement is entered into by all parties for the purpose of compromising  
 9 disputed claims and avoiding the expenses and risks of further litigation.

10 6. Plaintiff agrees that, no later than within two weeks after the present Stipulation is  
 11 executed, he will, at his own expense: (1) prepare, file with the United States District Court for  
 12 the Western District of Washington, and serve on undersigned counsel for the United States a  
 13 stipulation, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), dismissing with prejudice and in full the  
 14 individual defendants from the above-referenced matter; and (2) execute, notarize, and deliver to  
 15 undersigned counsel for the individual defendants the Release (attached hereto as Exhibit 2).  
 16 Additionally, Plaintiff agrees to prepare, file, serve, execute, notarize, and/or deliver the  
 17 above-referenced items in a timely manner (time being of the essence). The individual  
 18 defendants agree that, no later than within two weeks after the present Stipulation is executed,  
 19 they will, at their own expense, dismiss with prejudice and in full the appeal captioned *Rennison*  
 20 *Castillo v. Officer Linda Swarski, et al.*, No. 10-35041(9th Cir.), pursuant to Fed. R. App. P.  
 21 42(b).

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

25 8. The persons signing this Stipulation warrant and represent that they possess full  
 26 authority to bind the persons on whose behalf they are signing to the terms of the Settlement.

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1           9. The parties agree that this Stipulation, including all the terms and conditions  
 2 of this Settlement and any additional agreements relating thereto, may be made public in  
 3 their entirety, and the plaintiff expressly consents to such release and disclosure pursuant  
 4 to 5 U.S.C. § 552a(b).

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

8           11. The parties shall take all steps necessary to give full force and effect to the  
 9 terms, conditions, and intent of this Settlement.

10  
 11 Executed this 21<sup>st</sup> day of December, 2010.

12 K&L GATES LLP

13   
 14 THEODORE J. ANGELIS, WSBA # 30300  
 15 Douglas B. Greenswag, WSBA # 37506  
 16 Kymberly K. Evanson, WSBA # 39973  
 17 925 Fourth Avenue  
 18 Suite 2900  
 19 Seattle, Washington 98104-1158  
 20 Telephone: (206) 623-7580  
 21 Fax: (206) 623-7022

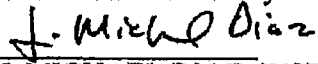
22 NORTHWEST IMMIGRANT RIGHTS  
 23 PROJECT

24 Matt Adams, WSBA No. 28287  
 25 Angelica Chazaro, NY State Supreme Ct.  
 26 615 Second Ave., Ste. 400  
 27 Seattle, Washington 98104  
 28 Telephone: (206) 957- 8611  
 Fax: (206) 587-4025  
 Email: [matt@nwirp.org](mailto:matt@nwirp.org)  
[angelica@nwirp.org](mailto:angelica@nwirp.org)

Attorneys for Plaintiff

Executed this 7<sup>th</sup> day of December, 2010.

JENNY A. DURKAN  
 United States Attorney

13   
 14 J. MICHAEL DIAZ, WSBA No. 38100  
 15 Phil Lynch, WSBA No. 91005  
 16 Assistant United States Attorneys  
 17 U.S. Attorney's Office  
 18 Western District of Washington  
 19 700 Stewart Street, Suite 5220  
 20 Seattle, Washington 98101  
 21 Telephone: (206) 553-7970  
 22 Fax: (206) 553-4067  
 23 Email: [Michael.Diaz@usdoj.gov](mailto:Michael.Diaz@usdoj.gov)

Attorneys for the Individual Defendants  
 and the United States of America

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EXHIBIT 1



## U. S. Department of Justice

United States Attorney  
Western District of Washington

Please reply to:  
Phil Lynch  
Assistant United States Attorney  
Direct Line: (206) 553-2272

700 Stewart Street, Suite 5220  
Seattle, WA 98101-1271

Tel: (206) 553-7970  
Fax: (206) 553-4067

[www.asdoj.gov/usao/waw](http://www.asdoj.gov/usao/waw)

October 20, 2010

Rennison V. Castillo  
c/o Theodore J. ("Theo") Angelis  
K&L Gates LLP  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104-1158

Re: *Castillo v. Skwarski et al.*  
No. 08-cv-5683, USDC, W.D. Washington

Dear Mr. Castillo:

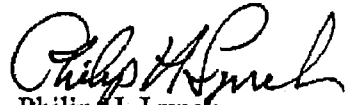
You have served honorably in the United States Army and became a naturalized citizen during your service. Regrettably, despite the fact that you are a veteran and United States citizen, and despite the fact that you apparently explained that you are a United States citizen, you were detained on the grounds that you were in the country illegally. I believe that none of my clients (defendants in your lawsuit) would ever have wanted to, or knowingly would have, detained a veteran and United States citizen. We very much regret that you were detained.

Although I am not authorized to speak on behalf of ICE, I understand that, since your regretful detention, ICE has instituted procedures to avoid this happening again to a fellow U.S. Citizen. The procedures include:

- All claims of U.S. citizenship of persons detained by ICE will be promptly and thoroughly investigated. The claims must be reviewed by ICE attorneys and reported to ICE Headquarters in Washington D.C.
- Interviews of detainees making such claims must be conducted in the presence of a supervisor and recorded as a sworn statement. The interview must include questions designed to elicit information sufficient to allow a thorough investigation of the person's claim of citizenship.
- If a detainee's claim is credible on its face, or if the investigation results in probative evidence that the detained individual is a U.S. citizen, the individual will be released from detention.

I wish you all the best in your future and thank you for your service in the Army.

Sincerely,

A handwritten signature in cursive script, appearing to read "Philip H. Lynch".

Philip H. Lynch  
Assistant United States Attorney  
Civil Chief  
United States Attorney's Office  
Western District of Washington

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EXHIBIT 2



Hon. Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

RENNISON V. CASTILLO

Plaintiff,

v.

OFFICER LINDA M. SWARSKI, et. al.,

Defendants.

NO. C08-5683-BHS

RELEASE OF ALL CLAIMS BY  
RENNISON V. CASTILLO

RELEASE

I.

For and in consideration of the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) and the Statement of Regret previously provided to Plaintiff, Rennison V. Castillo ("Plaintiff/Releasor"), on behalf of himself and on behalf of each of the Plaintiff/Releasor's predecessors, successors, assigns, heirs, executors, administrators, beneficiaries, agents, guardians, estates, and survivors, does hereby forever RELEASE, ACQUIT, and DISCHARGE Linda M. Swarski, Norris Potter III, Carl Stephens, and Julie Stephens (the "individual defendants"), and the United States of America, including its agency, the Department of Homeland Security ("DHS"), and any and all of its present and former agents, servants, officers, officials, employees, agencies, and instrumentalities, and each of their respective predecessors, successors, assigns, heirs, executors, administrators, beneficiaries, agents, guardians, estates, and survivors ("Releasees"), from any and all actions, claims, demands, rights, liens, damages, injuries,

1 losses, suits, causes of action, expenses, judgments, contracts, covenants, orders, and  
 2 liabilities of any type, kind, and nature, whether known or unknown, whether suspected  
 3 or unsuspected, or whether foreseen or unforeseen, which have or may have existed,  
 4 which presently or may presently exist, which can, may, or shall exist in the future, or  
 5 which have or may have accrued or may hereafter accrue, and which arise directly or  
 6 indirectly from or on account of, or in any way relate to, the subject matter of the  
 7 above-captioned action and any and all actions or omissions of the Releasees taken with  
 8 respect to Plaintiff/Releasor.


9 II.

10 Plaintiff/Releasor executes this Release of All Claims pursuant to the Stipulation  
 11 for Compromise Settlement and Release of All Claims ("Stipulation") previously executed  
 12 by Plaintiff/Releasor, by counsel for Plaintiff/Releasor, and by counsel for the individual  
 13 defendants and the United States of America. Plaintiff/Releasor executes this Release  
 14 without reliance upon any representations by the individual defendants or the United  
 15 States of America, or its representatives or attorneys, and the undersigned  
 16 Plaintiff/Releasor has been fully advised by her attorney or attorneys regarding the terms  
 17 of this Release.

18 III.

19 This Release of All Claims and the Stipulation have been executed pursuant to 28  
 20 U.S.C. § 2677, and constitute the entire agreement between the parties.

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22 Dated: 17 DEC 10

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25 RENNISON V. CASTILLO, Plaintiff/Releasor

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STATE OF WASHINGTON, COUNTY OF Pierce

BEFORE ME, the undersigned Notary Public in and for the State of Washington, on this day personally appeared RENNISON V. CASTILLO, who is known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he signed and executed the same for the purposes and considerations therein contained.

GIVEN under my hand and seal of office at Tacoma, Washington, on this the 17 day of December, 2010.

*Rose L. Burich*

Signature of Notary Public in and for the State of Washington

Rose L. Burich

Notary Public's Printed Name

My commission expires: May 18, 2011

