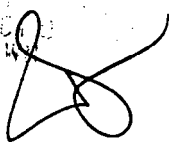


U.S. District Court, N.D.O.
CLERK OF COURTS

FILED

00 FEB 22 PM 3:27

U.S. DISTRICT COURT
YOUNGSTOWN, OHIO



RECEIVED

FEB 29 2000

USDC CLERK'S OFFICE
Youngstown, Ohio

53,041C
53,041 C
RECEIVED

MAY 25 2000

NATIONAL CENTER
ON POVERTY LAW

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

TRACY N. LUTZ,)	CIVIL ACTION NO. 4:99CV2847
)	
Plaintiff,)	
)	JUDGE ECONOMUS
v.)	
)	
UNITED STATES DEPARTMENT OF)	
LABOR, et al.,)	STIPULATION FOR
)	<u>COMPROMISE SETTLEMENT</u>
Defendants.)	

It is hereby stipulated by and between Tracy N. Lutz, plaintiff; and the United States of America, on behalf of the defendants, United States Department of Labor, United States Department of Defense, and United States Air-Force; and the State of Ohio, on behalf of the defendants Administrator, Ohio Bureau of Employment Services and Unemployment Compensation Review Commission, by and through their respective attorneys as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.

2. The United States of America (hereafter "United States"), agrees to pay to the plaintiff the sum of five thousand two hundred and 00/100 dollars (\$5,200.00), which sum shall be in full settlement and satisfaction of all claims against the several defendants asserted in the complaint filed in this action and any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, which plaintiff or her heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States, its agents, servants, and employees.

3. Plaintiff and her heirs, executors, administrators or assigns hereby agree to accept the sum of five thousand two hundred and 00/100 dollars (\$5,200.00), in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, which they may have or hereafter acquire against the United States, its agents, servants and employees or the State of Ohio, its agents, servants and employees, on account of the same subject matter that gave rise to the above-captioned lawsuit. Plaintiff and her heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States, its agents, servants, and employees from 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 her heirs, executors, administrators or assigns against any third party or against the United States, arising out of the same subject matter that gave rise to the above-captioned lawsuit.

4. This stipulation for compromise settlement shall not constitute an admission of liability or fault on the part of the United States, its agents, servants, or employees, or the State of Ohio, its agents, servants or employees, and is entered into by the parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

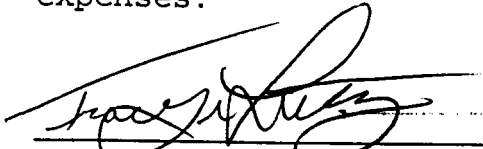
5. It is also agreed, by and among the parties, that the settlement amount of five thousand two hundred and 00/100 dollars (\$5,200.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses, including attorney fees.

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

7. Payment of the settlement amount will be made by check made payable to Tracy N. Lutz and delivered to Allyson Lehere, Esq., 11 Federal Plaza Central, 7th Floor, Youngstown, Ohio 44503.

Claimant's attorney agrees to distribute the settlement proceeds, and to obtain a dismissal of the above-captioned action

with prejudice, with each party bearing its own fees, costs, and expenses.

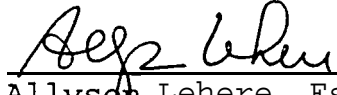


Tracy N. Lutz, Plaintiff



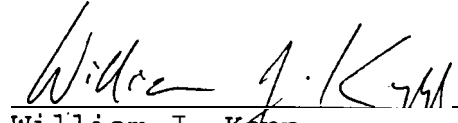
Anne E. Thomson
Assistant Attorney General

Attorney for the State of Ohio



Allyson Lehere, Esq.

Attorney for Plaintiff



William J. Kopp
Assistant U.S. Attorney

Attorney for United States of America

IT IS SO ORDERED.



UNITED STATES DISTRICT JUDGE

2-22-2000

RECEIVED
FEB 22 2000

RECEIVED
FEB 22 2000

FILED

00 FEB 22 PM 3:27

USDC CLERK'S OFFICE
Youngstown, Ohio

RECEIVED
FEB 22 2000
YOUNGSTOWN, OHIO
[Handwritten signature]

CLERK OF COURTS
U.S. District Court, N.D.O

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

TRACY N. LUTZ,)	CASE NO. 4:99CV2847
)	
Plaintiff,)	
)	JUDGE ECONOMUS
v.)	
)	
UNITED STATES DEPARTMENT OF)	
LABOR, et al.,)	
)	
Defendants.)	<u>STIPULATION OF DISMISSAL</u>

We, the attorneys for the respective parties, do hereby stipulate that the within action has been settled in accordance with the terms and conditions of the Stipulation for Compromise Settlement which was filed contemporaneously with this stipulation, and that the case may be dismissed with prejudice to all claims which plaintiff has or may have arising out of the incident set forth herein, each party to bear its own costs.

Allyson Lehere

Allyson Lehere
Attorney for Plaintiff

Anne E. Thomson

Anne E. Thomson
Assistant Attorney General

IT IS SO ORDERED.

Attorney for the State of Ohio

Peter J. Kopp

UNITED STATES DISTRICT JUDGE

William J. Kopp

William J. Kopp
Assistant U.S. Attorney

2-22-2000

Attorney for the United States
of America