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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 NICOLAS IBARRA, JR.,

14 Plaintiff,

15 v.

16 FRANK BISIGNANO
COMMISSIONER OF THE SOCIAL
SECURITY ADMINISTRATION,

17 Defendant.

Case No. 3:23-cv-01037-SI

**STIPULATION AND AGREEMENT OF
COMPROMISE AND SETTLEMENT;
[PROPOSED] ORDER**

18
19
20 IT IS HEREBY STIPULATED by and between the undersigned Plaintiff Nicholas Ibarra, and
21 Defendant Frank Bisignano, in his official capacity as Commissioner of the Social Security
22 Administration, in order to memorialize these accommodations and to settle and compromise fully any
23 and all claims and issues that have been raised, or could have been raised, in this action, which have
24 transpired prior to the execution of this Settlement Agreement (“Agreement”), the Parties agree as
25 follows:

26 1. **Agreement to Compromise Claims.** The parties do hereby agree to settle and
27 compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly
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1 from the acts or omissions that gave rise to the above-captioned action under the terms and conditions
2 set forth in this Agreement.

3 2. **Assistance to Plaintiff.** In consideration of the terms of this Agreement, Defendant
4 agrees to the following terms regarding assistance to be provided to Plaintiff:

- 5 a. Defendant agrees to assign two Redwood City Field Office employees—one primary and
6 one back-up—who have expertise in Plaintiff’s benefit programs to assist Plaintiff with
7 navigating Defendant’s communications and/or other aspects of Plaintiff’s benefits
8 program and to serve as consistent points of contact. As Defendant’s staffing changes,
9 Plaintiff’s assigned primary or back-up employee may change. Defendant will ensure
10 any new employee assigned to be Plaintiff’s primary or back up employee has expertise
11 in Plaintiff’s benefit programs to assist Plaintiff with navigating Defendant’s
12 communications and/or other aspects of Plaintiff’s benefits program. Defendant will
13 provide clear instructions on how to reach the primary or back-up employee by
14 telephone.
- 15 b. Within 90 days of the execution of the settlement agreement, Plaintiff and/or his
16 representative payee may request to make an appointment with his primary or back up
17 employee to provide information about Plaintiff’s mental impairments, limitations, and/or
18 symptoms, and provide any recommendations as to techniques that will assist in effective
19 communication with Plaintiff. At this appointment, Plaintiff and/or his representative
20 payee may be accompanied by a person of his choosing, including but not limited to a
21 therapist, ILS trainer, or family member, to provide such information. If Plaintiff makes
22 such request, Defendant will schedule the appointment within a reasonable time based on
23 the primary or back up employee’s availability. Defendant cannot discuss Plaintiff’s
24 benefits or conditions with any third party individual without proper consent for
25 disclosure. The purpose of this appointment would be purely informational, and the
26 information provided regarding Plaintiff’s medical condition would have no
27 programmatic effect on Plaintiff’s benefits.

- 1 c. Defendant agrees to send written communication regarding Plaintiff's benefits to Plaintiff
2 and his representative payee. If Plaintiff appoints a third-party individual separate and
3 different from his representative payee to act as an authorized representative for any
4 pending claims, issues, or matters pursuant to the process outlined in POMS GN
5 03910.040 and provides the relevant consent for disclosure, Defendant will also send
6 written communications to this authorized individual. Plaintiff may appoint more than
7 one representative; however, pursuant to POMS GN 03910.040 Defendant will only send
8 notices or requests to the third-party individual that Plaintiff has designated as his
9 principal representative. The principal representative should provide copies of notices or
10 requests to the other appointed representative(s) as needed. Because the designation of an
11 authorized representative is distinct and separate from the designation of a representative
12 payee, appointment of an authorized representative or representatives will have no effect
13 on the designation of Plaintiff's representative payee or the representative payee's
14 responsibilities.
- 15 d. During any meeting with Plaintiff, if Defendant requires additional information or
16 documentation from Plaintiff that could affect Plaintiff's continued eligibility to benefits,
17 Defendant will send the applicable notice or request for information to Plaintiff, his
18 representative payee, and his appointed principal authorized representative. During any
19 meeting with Plaintiff, Plaintiff may communicate through handwritten notes and keep
20 any real-time handwritten notes that were created during the interaction. If requested by
21 Plaintiff, Defendant will provide a summary of the meeting which may be in legible
22 handwritten notes.
- 23 e. When providing Plaintiff written notices, Defendant will issue its notices in accordance
24 with POMS NL 00610.020, including writing its notices at the sixth- to eighth-grade
25 level and using short and common words whenever possible. Plaintiff may request that
26 Defendant provide him the Special Notice Option (SNO) of an audio CD for any written
27 notices. If Plaintiff has a representative payee, the representative payee will receive the
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1 audio CD in their preferred language. Plaintiff may change his SNO option to a follow-
2 up telephone call if requested.

3 f. Defendant agrees that Plaintiff and/or the representative payee may meet with the
4 assigned primary employee or back-up employee provided by Paragraph 2b at Plaintiff's
5 and/or the representative payee's request to discuss Defendant's communications,
6 including notices, letters, questionnaires, and other forms, and/or other aspects of
7 Plaintiff's benefits program. Plaintiff and/or the representative payee may request that
8 such a meeting be telephonic, in-person, or by another means of communication that is
9 offered by the Redwood City field office at the time of the request for a meeting. To
10 minimize wait times, Plaintiff may make appointments with his designated employees. If
11 Plaintiff and/or the representative payee visit the Redwood City field office without an
12 appointment, the field office will make a reasonable effort to place Plaintiff and/or the
13 representative payee with the assigned primary employee or back-up employee the day of
14 the walk-in visit. The availability of Plaintiff's assigned primary employee or back-up
15 employee for a walk-in visit cannot be guaranteed, however. If neither the assigned
16 primary employee nor back-up employee is available, Plaintiff and/or the representative
17 payee may make an appointment. Plaintiff may also take breaks, as needed, for up to 10
18 minutes, during his meeting with his primary or back-up employee, subject to the primary
19 or back-up employee's availability. Plaintiff may also reschedule appointments as
20 needed, with the understanding that the agency will still need to meet the demands of
21 other customers and cannot guarantee any specified timeframes for rescheduled
22 appointments.

23 g. For any conversations and meetings described in Paragraph 2e, the assigned primary
24 employee or the back-up employee will make reasonable efforts to speak to Plaintiff
25 and/or the representative payee in a manner that effectively communicates the substance
26 of the meeting by using short words and short sentences and, if asking questions, by
27 asking open-ended questions. The assigned primary employee or the back-up employee
28 will make reasonable efforts to respond to any questions that Plaintiff and/or the

1 representative payee may have in a manner that effectively communicates the response
2 using short words and short sentences. During any in-person contact, Plaintiff and/or the
3 representative payee may communicate with the primary or back up employee through
4 handwritten notes and may retain any real-time handwritten notes that were created
5 during the interaction. Pursuant to Defendant's POMS GN 03360.010, Plaintiff and/or
6 the representative payee may also audio record the telephone or in-person contact with
7 Defendant. Nothing in this paragraph will require Defendant's employees to suggest or
8 encourage the use of audio recording devices.

- 9 h. Subject to the limitation of Paragraph 3, Defendant agrees that Plaintiff may be
10 accompanied by the representative payee, a family member, case worker, or other trusted
11 person(s) in any conversations and meetings described in Paragraphs 2c and 2d.
- 12 i. If Plaintiff and/or his representative payee misses a deadline that could affect his
13 eligibility for benefits, Defendant will notify Plaintiff and his representative payee of the
14 missed deadline in writing. If Plaintiff misses an appeal deadline, Plaintiff and/or his
15 representative payee may request an extension of time by submitting a good cause
16 statement pursuant to POMS GN 0310.0202. If Plaintiff and/or his representative payee
17 misses a deadline to provide information that is necessary to maintain his eligibility to his
18 Title XVI benefits, Plaintiff and/or his representative payee may make a written or verbal
19 request to his primary or back up employee for an extension of time pursuant to POMS SI
20 02301.235H. Defendant will follow its policies and procedures and applicable laws and
21 regulations in considering whether Plaintiff had good reason for missing a deadline.
22 POMS GN 0310.0202 stipulates that failure to understand the requirement to file timely
23 or inability to timely file due to a physical, mental, educational, or linguistic limitation
24 can establish good cause for late filing. Whenever a request is made for extension of
25 time pursuant to the applicable POMS (currently POMS SI 02301.235H) or waiver of
26 time pursuant to the applicable POMS (currently POMS GN 0310.0202) for Plaintiff on
27 the basis of symptoms of his disability (schizophrenia), this will establish good cause for
28 an extension of time or waiver of time.

1 j. SSA shall include in the SSA intake system the following remarks for Plaintiff: (1) “NH
2 has schizophrenia. Use short words, short sentences, and open-ended Qs w/ NH where
3 possible.” and (2) “Grant good cause waiver/extension if NH misses deadline due to
4 mental/psych limitation.”

5 k. Plaintiff may provide a written statement from a current treating provider containing (1)
6 information about Plaintiff’s mental impairments, limitations, and/or symptoms, and (2)
7 recommendations as to techniques that will assist in effective communication with
8 Plaintiff. This statement will be provided to his assigned SSA staff. The purpose of this
9 statement would be purely informational, and the information provided regarding
10 Plaintiff’s medical condition would have no programmatic effect on Plaintiff’s benefits.

11 l. The POMS provisions referenced in this agreement are as of March 3, 2026.

12 3. **Limitations on Paragraph 2 Terms.** Nothing in Paragraph 2 shall impose on Defendant
13 any duty, obligation, or requirement, the performance of which would be inconsistent with federal
14 statutes or regulations in effect at the time of such performance.

15 4. **Modifications to Paragraph 2 Terms.** The parties reserve the right to agree to modify
16 the terms of Paragraph 2 of this Agreement to address circumstances not presently anticipated, as
17 Defendant’s operations and technical capabilities and/or Plaintiff’s capabilities change over time. Any
18 modifications to Paragraph 2 of this Agreement must be made in writing and signed by both parties.

19 5. **Duration of Agreement.** This Agreement shall become effective upon the date the
20 Court enters the [Proposed] Order in this Agreement (“Effective Date”). The duration of this agreement
21 shall be seven and one-half (7.5) years from the Effective Date. The parties will request that the Court
22 retain limited jurisdiction to enforce this Agreement for seven and one-half (7.5) years from the
23 Effective Date, however if the Court declines to retain limited jurisdiction, the agreement will remain in
24 effect.

25 6. **Release.** Plaintiff and Plaintiff’s guardians, heirs, executors, administrators or assigns
26 hereby agree to accept the consideration in this Agreement in full settlement and satisfaction of any and
27 all claims, demands, rights, and causes of action of whatsoever kind and nature, including any future
28 claim or lawsuit of any kind or type whatsoever, whether known or unknown arising from the facts

1 alleged in the complaint that gave rise to the above-captioned action. This release shall not apply to the
2 issue of attorney's fees for this action.

3 7. **Dismissal.** Execution of this Agreement and its approval by the Court shall constitute
4 dismissal of this case in its entirety with prejudice pursuant to Fed. R. Civ. P. 41(a), with the exception
5 of the issue of attorney's fees.

6 8. **No Admission of Liability.** The parties acknowledge that this Agreement is entered into
7 solely for the purpose of settling and compromising any remaining claims in this action without further
8 litigation, and it shall not be construed as evidence or as an admission on the part of Defendant, the
9 United States, its agents, servants, or employees regarding any issue of law or fact, or regarding the truth
10 or validity of any allegation or claim raised in this action. This Agreement shall not be used in any
11 manner to establish liability for (or the reasonableness of) accommodations for any other individuals or
12 to establish liability for (or the reasonableness of) fees or costs in any other case or proceeding involving
13 Defendant.

14 9. **Attorneys' Fees and Costs.** The parties will meet and confer about attorneys' fees and
15 costs. If they are not able to reach an agreement within 90 days, Plaintiff may make a motion to the
16 Court for attorneys' fees and costs.

17 10. **Authority.** The signatories to this Agreement warrant and represent that they possess
18 full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

19 11. **Waiver of California Civil Code § 1542.** The provisions of California Civil Code
20 Section 1542 are set forth below:

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

24 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by Plaintiff's
25 attorney, and fully understanding the same, nevertheless elects to waive the benefits of any and all rights
26 Plaintiff may have pursuant to the provision of that statute and any similar provision of federal law.
27 Plaintiff understands that, if the facts concerning Plaintiff's claims and the liability of the government
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1 pertaining thereto are found hereinafter to be other than or different from the facts now believed by them
2 to be true, the Agreement shall be and remain effective notwithstanding such material difference.

3 12. **Choice of Law and Venue.** This Agreement is governed by the laws of the United
4 States.

5 13. **Construction.** Each party hereby stipulates that it has been represented by and has relied
6 upon independent counsel in the negotiations for the preparation of this Agreement, that it has had the
7 contents of the Agreement fully explained to it by such counsel, and is fully aware of and understands
8 all of the terms of the Agreement and the legal consequences thereof, and enters into this Agreement
9 knowingly and voluntarily. For purposes of construction, this Agreement shall be deemed to have been
10 drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that
11 reason in any subsequent dispute.

12 14. **Severability.** If any provision of this Agreement shall be invalid, illegal, or
13 unenforceable, the validity, legality, and enforceability of the remaining provision shall not in any way
14 be affected or impaired thereby.

15 15. **Integration.** This instrument shall constitute the entire Agreement between the parties,
16 and it is expressly understood and agreed that the Agreement has been freely and voluntarily entered
17 into by the parties hereto with the advice of counsel, who have explained the legal effect of this
18 Agreement. The parties further acknowledge that no warranties or representations have been made on
19 any subject other than as set forth in this Agreement. This Agreement may not be altered, modified or
20 otherwise changed in any respect except by writing, duly executed by all of the parties or their
21 authorized representatives.

16. **Execution in Counterparts.** It is contemplated that this 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.

DATED:

03/03/2026

[Redacted Signature]

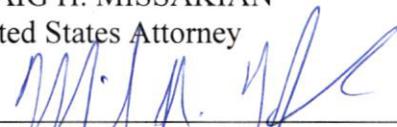
Nicolas Ibarra
Plaintiff

CRAIG H. MISSAKIAN
United States Attorney

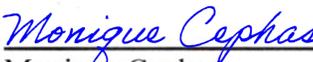
DATED:

3/3/2026

By:

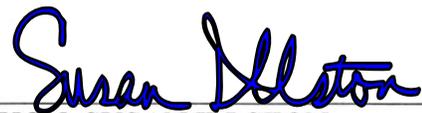

MICHAEL A. KEOUGH
Assistant United States Attorney
Attorney for Defendant

DATED: 3/3/2026


Monique Cephas
Head, Staffing & Reasonable Accommodation
Human Resources

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 4, 2026


HON. SUSAN ILLSTON
United States District Judge