

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Fix the Court and Defendant United States Department of Justice, by and through their undersigned counsel, enter into this Settlement Agreement and Release (the “Agreement”) as follows:

1. Defendant will pay Plaintiff two thousand and five hundred dollars (\$2,500.00) in full and complete satisfaction of any claim by Plaintiff for attorneys’ fees, costs, and litigation expenses under the Freedom of Information Act (“FOIA”) in connection with the case of *Fix the Court v. U.S. Department of Justice*, No. 17-332-EGS (D.D.C.) (“Case No. 17-332”). That payment will constitute full and final satisfaction of any and all of Plaintiff’s claims for attorneys’ fees, costs, and litigation expenses in Case No. 16-332, and is inclusive of any interest.

2. Defendant will pay the above amount by wire transfer to an account at a financial institution designated in writing by counsel for Plaintiff, consistent with the normal processing procedures followed by Defendant and the United States Department of the Treasury. Plaintiff’s counsel will provide Defendant’s counsel the bank routing and account information for the account to receive such payment. After the parties’ execution of this agreement, Defendant will promptly prepare and submit all required documentation to the Department of the Treasury for processing and disbursement of the payment set forth above.

3. Upon execution of this Agreement, Plaintiff releases and forever discharges Defendant and its successors, the United States of America, and any department, agency, or

establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection with Case No. 17-332. This release does not apply to any other litigation.

4. Concurrent with the execution of this Agreement, the parties will seek the dismissal of Case No. 17-332 with prejudice under Federal Rule of Civil Procedure 41(a) by filing the attached Stipulation of Dismissal with Prejudice.

5. The parties acknowledge that this Agreement is entered into solely for the purpose of settling and compromising any remaining claims in this action without further litigation, and it will not be construed as evidence or as an admission regarding any issues of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendant regarding Plaintiff's entitlement to attorneys' fees and other litigation costs under the FOIA. This Agreement will not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

6. This Agreement may be executed in counterparts on the parties' behalf by their attorneys of record, and is effective on the date by which both parties have executed this Agreement. Facsimiles and pdf versions of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

SO STIPULATED AND AGREED this 29th day of September, 2017.

CHAD A. READLER
Acting Assistant Attorney General

CHANNING D. PHILLIPS
United States Attorney

ELIZABETH J. SHAPIRO
Deputy Director

/s/ David L. Sobel
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