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8 IN THE UNITED STATES DISTRICT COURT FOR THE  
 9 EASTERN DISTRICT OF CALIFORNIA

10

11 LOUIS FRANCIS,  
 12 Plaintiff,

1:06-cv-00968-AWI-DLB

**PARTIES' STIPULATION AND ORDER  
 SETTLING ACTION**

13 v.

14 FEDERAL BUREAU OF  
 INVESTIGATION,  
 15 Defendant.  
 16

17

18 The parties hereby recite and stipulate, subject to the Order of the Court as provided  
 19 for hereon, to settle this civil action on the stated terms. The parties are Louis Francis,  
 20 plaintiff and requester under the Freedom of Information Act, representing himself, and the  
 21 Federal Bureau of Investigation, responding agency and defendant, appearing through its  
 22 counsel of record.

23 RECITALS

24 The parties recite as follows:

25 1. This agreement concerns the approximately 3481 pages of agency records  
 26 processed under FOIA by defendant in this action.

27 2. Defendant has allowed plaintiff to inspect, without notetaking or copying, a "read-  
 28 through" copy of all 3481 pages processed under FOIA in this action.

1           3. A "read-through" copy here means a copy of the record as it existed before  
2 application of the redactions in suit, but with the addition of indications of what was withheld  
3 and under which FOIA exemption. For example, if a page were totally withheld it might have  
4 a diagonal slash across its face but still be readable. If a word or phrase were redacted, the  
5 "read-through" copy might have a box showing what was obscured in the redacted version,  
6 but the word or phrase would still be readable in the "read-through" copy. Either type of  
7 withholding might be labeled with a reference to one or more FOIA exemptions. The parties  
8 understand that a redaction made before the record came to defendant cannot be unmade; such  
9 a redaction appears in the "read-through" copy in the form in which it came to defendant.

10           4. During the inspection, plaintiff decided to narrow the scope of the action to include  
11 only the pages material to plaintiff's concerns. The pages that are the subject of the action  
12 after that narrowing are the pages stated in the handwritten list titled "Pages of Interest to  
13 Plaintiff" that is attached to the "Agreement between Plaintiff and Defendant" signed June 23,  
14 2009.

15           5. Defendant is carrying out a final release of the listed pages to plaintiff under FOIA.  
16 Defendant is redacting some information from the records released. Defendant regards the  
17 redactions as minimal.

18           6. The records as released contain some individuals' names or other personal  
19 identifiers. Defendant regards the public interest in release of that information as  
20 outweighing the identified individuals' privacy interests.

21   TERMS OF SETTLEMENT

22           7. Defendant shall release to plaintiff the pages listed in the handwritten list titled  
23 "Pages of Interest to Plaintiff" that is attached to the Agreement between Plaintiff and  
24 Defendant signed June 23, 2009, after what defendant regards as minimal redactions.

25           8. As a condition of this settlement, the Court is requested to approve defendant's  
26 release of individuals' names and other personal identifiers in the final FOIA release in this  
27 action.

1 9. The FOIA (i.e. LAPD Rampart) claim shall be dismissed with prejudice, each party  
2 to bear its own costs.

3  
4 Dated: June 30, 2009

/s/ Louis Francis  
LOUIS FRANCIS  
Plaintiff Pro Se

5  
6 Dated: June 30, 2009

LAWRENCE G. BROWN  
Acting United States Attorney

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9 By: /s/ Y H T Himel  
YOSHINORI H. T. HIMEL  
Assistant U. S. Attorney  
Attorneys for Defendant

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12 ORDER

13 It is hereby ORDERED as follows:

14 1. The release of the materials stated in the handwritten list titled "Pages of Interest to  
15 Plaintiff" that is attached to the Agreement between Plaintiff and Defendant signed June 23,  
16 2009, with some redactions by defendant, is APPROVED and SO ORDERED.

17 2. Leave for defendant and its agents to release the names or other personal identifiers  
18 chosen by them, in their discretion, in the materials stated in the list, is GRANTED.

19 3. Plaintiff's written waiver of FOIA claims for release of the materials processed in  
20 this action but not listed in the abovementioned handwritten list is APPROVED. There is no  
21 obligation for defendant to release the materials not stated in the list.

22 4. The FOIA (i.e. LAPD Rampart) claim is DISMISSED WITH PREJUDICE, each  
23 side to bear its own costs.

24 IT IS SO ORDERED.

25 Dated: July 2, 2009

/s/ Anthony W. Ishii  
CHIEF UNITED STATES DISTRICT JUDGE