

1 (collectively, the “Defendants”), by and through their undersigned counsel, hereby agree as
2 follows:

3 WHEREAS, between May 24, 2007 and July 2, 2008, Plaintiff submitted to Defendants six
4 separate Freedom of Information Act (“FOIA”) requests;

5 WHEREAS, to date, Defendants have provided final responses to each of Plaintiff’s FOIA
6 requests;

7 WHEREAS, after good-faith negotiations, Plaintiff and Defendants (collectively, the
8 “Parties”) have agreed to resolve this matter upon the terms, and subject to the conditions, set forth
9 in this Agreement.
10

11 IT IS HEREBY AGREED AS FOLLOWS:
12

13 1. The Parties agree that the above-entitled action shall be dismissed with prejudice
14 upon the Court’s execution of the proposed order in exchange for Defendants’ agreement to pay
15 Plaintiff reasonable attorney fees in the amount of twenty thousand dollars and no cents
16 (\$20,000.00). Payment shall be made as soon as practicable after the Court’s execution of the
17 order dismissing this action by transmitting an Electronic Funds Transfer (“EFT”) or by a check
18 payable to the Tri-Valley CAREs at the address set forth below:

19 Tri-Valley CAREs
20 2582 Old First Street
21 Livermore, California 94551

22 This payment shall constitute the full and final satisfaction of any and all of Plaintiff’s claims for
23 attorney’s fees, costs, and litigation expenses that could have been brought in the above-captioned
24 matter, and is inclusive of any interest.

25 2. The Parties agree that upon the execution of this Agreement, Plaintiff hereby
26 releases and forever discharges Defendants, and its successors, the United States of America, and
27 any department, agency, or establishment, from any and all claims and causes of action that
28 Plaintiff asserts or could have asserted in this litigation, or which hereinafter could be asserted by

1 reason of, with respect to, or in connection with, or which arises out of, any of the matters alleged
2 in the Complaint in this action.

3 3. The Parties acknowledge that this Agreement is entered solely for the purpose of
4 settling and compromising any remaining claims in this action without further litigation, and it
5 shall not be construed as an admission by any party of the truth of any allegation or the validity of
6 any claim asserted in this action. This Agreement shall not be used in any manner to establish
7 liability for fees, amounts, or hourly rates in any other case or proceeding.

8 4. The Parties agree that this Court shall retain jurisdiction over this matter solely for
9 the purposes of resolving any dispute arising out of, relating to, or alleging a breach of this
10 Agreement.

11 Dated this 9th day of November, 2010

12
13 /s/ Scott Yundt
14 SCOTT YUNDT
15 Staff Attorney
16 Tri-Valley CARES
17
18 Attorney for Plaintiff

13 /s/ Isaac R. Campbell
14 ISAAC R. CAMPBELL
15 Trial Attorney
16 U.S. Department of Justice, Civil Div.
17
18 Attorney for Defendants

19 **ORDER**

20 The parties having resolved all issues relating to the payment of attorney's fees and costs
21 arising in this litigation, IT IS HEREBY ORDERED that this action is dismissed with prejudice.

22 In light of the foregoing Agreement, IT IS HEREBY ORDERED that the November 19,
23 2010 further case management conference scheduled in this action is vacated.

24
25 DATED: November 9, 2010

26 Honorable

