

1 MELINDA HAAG (CSBN 132612)
 United States Attorney
 2 JOANN M. SWANSON (CSBN 88143)
 Chief, Civil Division
 3 MELANIE L. PROCTOR (CSBN 228971)
 Assistant United States Attorney

4 450 Golden Gate Avenue, Box 36055
 5 San Francisco, California 94102-3495
 Telephone: (415) 436-6730
 6 FAX: (415) 436-7169
 melanie.proctor@usdoj.gov

7 Attorneys for Defendant

8 DAVE BAHR

9 Bahr Law Offices, P.C.
 10 1035 1/2 Monroe Street
 Eugene, Oregon 97402
 11 Telephone: (541) 556-6439

12 Attorney for Plaintiffs

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN FRANCISCO DIVISION

16 THE SIERRA CLUB and)	No. C 09-5662 MEJ
ENVIRONMENTAL INTEGRITY)	
17 PROJECT,)	
18 Plaintiffs,)	STIPULATION AND SETTLEMENT, and
)	PROPOSED ORDER
19 v.)	
20 ENVIRONMENTAL PROTECTION)	
AGENCY,)	
21 Defendant.)	
22)	

23 Plaintiffs Sierra Club and Environmental Integrity Project (“Plaintiffs”) and Defendant
 24 United States Environmental Protection Agency (“Defendant”), by and through their undersigned
 25 counsel, hereby enter into this Stipulation and [Proposed] Order Re Settlement and Dismissal
 26 (“Stipulation”) as follows:

27 1. Defendant shall pay to Plaintiffs the amount of twenty one thousand seven hundred
 28 and fifty U.S. dollars (\$21,750.00) in full and complete satisfaction of Plaintiffs’ claims for

STIPULATION AND SETTLEMENT
 C 09-5662 MEJ

1 attorneys' fees, costs, and litigation expenses under the Freedom of Information Act ("FOIA") in the
2 above-captioned matter. This payment shall constitute full and final satisfaction of any and all of
3 Plaintiffs' claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter,
4 and is inclusive of any interest. Payment of this money will be made by electronic funds transfer,
5 and counsel for Plaintiffs will provide the necessary information to counsel for Defendant to
6 effectuate the transfer. Payment shall be made within thirty (30) days of the date this Stipulation is
7 signed by all counsel and Plaintiffs' counsel has provided the necessary information for the
8 electronic funds transfer.

9 2. Upon the execution of this Stipulation, Plaintiff hereby releases and forever
10 discharges Defendant, and its successors, the United States of America, and any department, agency,
11 or establishment of the United States, and any officers, employees, agents, successors, or assigns of
12 such department, agency, or establishment, from any and all claims and causes of action that Plaintiff
13 asserts or could have asserted in this litigation, or which hereinafter could be asserted by reason of,
14 or with respect to, or in connection with, or which arise out of, the FOIA request on which this action
15 is based or any other matter alleged in the Complaint, including but not limited to all past, present,
16 or future claims for attorneys' fees, costs, or litigation expenses in connection with the above-
17 captioned litigation.

18 3. The provisions of California Civil Code Section 1542 are set forth below:

19 "A general release does not extend to claims which the creditor does not know or
20 suspect to exist in his favor at the time of executing the release, which if known by
 him must have materially affected his settlement with the debtor."

21 Plaintiffs, having been apprised of the statutory language of Civil Code Section 1542 by its attorneys,
22 and fully understanding the same, nevertheless elects to waive the benefits of any and all rights it
23 may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiffs
24 understands that, if the facts concerning injuries or liability for damages pertaining thereto are found
25 hereinafter to be other than or different from the facts now believed by it to be true, the Agreement
26 shall be and remain effective notwithstanding such material difference.

27 4. Execution of this Stipulation and entry by this Court shall constitute dismissal of this
28 case with prejudice pursuant to Fed. R. Civ. P. 41(a).

1 5. The parties acknowledge that this Stipulation is entered into solely for the purpose
2 of settling and compromising any remaining claims in this action without further litigation, and it
3 shall not be construed as evidence or as an admission on the part of Defendant, the United States,
4 its agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity
5 of any allegation or claim raised in this action, or as evidence or as an admission by the Defendant
6 regarding Plaintiffs' entitlement to attorneys' fees and other litigation costs under the FOIA. This
7 Stipulation shall not be used in any manner to establish liability for fees, amounts, or hourly rates
8 in any other case or proceeding.

9 6. This Stipulation is binding upon and inures to the benefit of the parties hereto and
10 their respective successors and assigns.

11 7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the
12 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or
13 impaired thereby.

14 8. This Stipulation shall constitute the entire agreement between the parties, and it is
15 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by
16 the parties hereto. The parties further acknowledge that no warranties or representations have been
17 made on any subject other than as set forth in this Stipulation.

18 9. The persons signing this Stipulation warrant and represent that they possess full
19 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

20 10. This Stipulation may not be altered, modified or otherwise changed in any respect
21 except in writing, duly executed by all of the parties or their authorized representatives.

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