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8 Attorneys for Defendants

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

13 ASIAN PACIFIC ISLANDER LEGAL
OUTREACH, *et al.*

14 Plaintiff,

15 v.

16 UNITED STATES IMMIGRATION AND
17 CUSTOMS ENFORCEMENT and UNITED
18 STATES DEPARTMENT OF HOMELAND
SECURITY,

19 Defendants.

CASE NO. 17-cv-4969 JCS

**STIPULATION OF SETTLEMENT AND
DISMISSAL WITH PREJUDICE**

20 IT IS HEREBY STIPULATED by and between the undersigned Plaintiffs and Defendants,
21 by and through their respective attorneys, as follows:

22 1. Defendant United States Immigration and Customs Enforcement ("ICE") shall pay
23 \$42,156.98 (Forty two thousand one hundred fifty six dollars and ninety eight cents) to Plaintiffs in
24 full and complete satisfaction of Plaintiffs' claims for attorneys' fees, costs, and litigation expenses
25 under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, as amended, in the above-
26 captioned matter. This payment shall constitute full and final satisfaction of any and all of Plaintiffs'
27 claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter, and is
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STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE; [PROPOSED] ORDER
No. 17-cv-4969 JCS

1 inclusive of any interest. Payment of this money will be made by electronic funds transfer promptly
2 after entry of this Stipulation onto the Court's docket and after receipt of necessary information from
3 Plaintiffs in order to effectuate the payment. Defendant ICE will make all reasonable efforts to
4 make payment within forty five (45) days of the date that Plaintiffs' counsel provides the necessary
5 information for the electronic funds transfer and this Stipulation entered onto the Court's docket,
6 whichever is later, but cannot guarantee payment within that time frame.

7 2. Upon the execution of this Stipulation, Plaintiffs, having received the records they
8 requested, hereby release and forever discharge Defendants, their successors, the United States of
9 America, and any department, agency, or establishment of the United States, and any officers,
10 employees, agents, successors, or assigns of such department, agency, or establishment, from any
11 and all claims and causes of action that Plaintiffs assert or could have asserted in this litigation, or
12 which hereafter could be asserted by reason of, or with respect to, or in connection with, or which
13 arise out of, the specific FOIA requests on which this action is based, including but not limited to all
14 past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection with the
15 above-captioned litigation.

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

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

21 Plaintiffs having been apprised of the statutory language of Civil Code Section 1542 by Plaintiffs'
22 attorney, and fully understanding the same, nevertheless elect to waive the benefits of any and all
23 rights Plaintiffs may have pursuant to the provision of that statute and any similar provision of
24 federal law. Plaintiffs understand that, if the facts concerning any injuries, liability for damages
25 pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are found hereafter to
26 be other than or different than the facts now believed by it to be true, this Stipulation shall be and
27 remain effective notwithstanding such material difference.

28 4. Execution of this Stipulation by counsel for the parties shall constitute a dismissal of
all claims in this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

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

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.

22 11. It is contemplated that this Stipulation may be executed in several counterparts, with a

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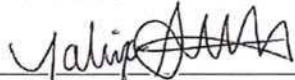
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1 separate signature page for each party. All such counterparts and signature pages, together, shall be
2 deemed to be one document.

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4 IT IS SO STIPULATED.


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7 DATED:

8 DAVIS WRIGHT TREMAINE LLP

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10 _____
11 THOMAS R. BURKE
12 TAHIYA SULTAN
13 Attorneys for Plaintiffs

14 DAVID L. ANDERSON
15 United States Attorney

16 DATED: *Nov. 5, 2019*

17 
18 _____
19 JENNIFER S WANG
20 Assistant United States Attorney
21 Attorney for Defendant

22 Dated: November 7, 2019

