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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

COMMUNITY LEGAL SERVICES IN
 EAST PALO ALTO and the NATIONAL
 IMMIGRATION PROJECT OF THE
 NATIONAL LAWYERS GUILD

Plaintiff,

v.

UNITED STATES DEPARTMENT OF
 HOMELAND SECURITY; UNITED STATES
 IMMIGRATION AND CUSTOMS
 ENFORCEMENT,

Defendants.

CASE NO. 3:18-cv-03359-LB

**STIPULATION OF SETTLEMENT AND
 DISMISSAL WITH PREJUDICE; [PROPOSED]
 ORDER**

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

3 1. Defendants shall pay \$16,350.10 (Sixteen thousand three hundred-fifty dollars and ten
4 cents) to Plaintiff in full and complete satisfaction of Plaintiffs' claims for attorneys' fees, costs, and
5 litigation expenses under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, as amended, in the
6 above-captioned matter. This payment shall constitute full and final satisfaction of any and all of
7 Plaintiffs claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter, and is
8 inclusive of any interest. Payment of this money will be made by electronic funds transfer as specified
9 in instructions provided to Defendants' undersigned counsel by Plaintiffs in writing. Defendants will
10 effectuate the payment promptly after receipt of such instructions by Defendants' counsel.

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

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

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

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

3 4. Execution of this Stipulation and its approval by the Court shall constitute dismissal of
4 this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

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

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

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

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

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

26 10. This Stipulation may not be altered, modified or otherwise changed in any respect except
27 in writing, duly executed by all of the parties or their authorized representatives.
28

11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

IT IS SO STIPULATED.

DATED: August 7, 2020

/s/ Jayashri Srikantiah
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Respectfully submitted,

DAVID L. ANDERSON
United States Attorney

/s/ Kenneth W. Brakebill¹
KENNETH W. BRAKEBILL
Assistant United States Attorney

Attorneys for Defendants

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: August 10, 2020


HON. LAUREL BEELER
United States Magistrate Judge

¹ In compliance with Civil Local Rule 5-1(i)(3), the filer of this document attests under penalty of perjury that all signatories have concurred in the filing of this document.