

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

_____)	
UNIDAD LATINA EN ACCIÓN and)	
JUNTA FOR PROGRESSIVE ACTION, INC.,)	Civil No. 3:07-cv-1224
)	
Plaintiffs,)	
)	
v.)	
)	
U.S. DEPARTMENT OF)	
HOMELAND SECURITY)	
)	January 15, 2010
Defendant.)	
_____)	

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF CLAIMS
REGARDING FEES AND COSTS**

WHEREAS, by letters dated June 26, 2007, Unidad Latina en Accion and Junta for Progressive Action (collectively, "Plaintiffs") submitted requests pursuant to the Freedom of Information Act, 5 U.S.C. § 552 ("FOIA") for records relating to, *inter alia*, the City of New Haven's municipal ID card and the June 6, 2007 immigration enforcement operation to the United States Bureau of Immigration and Customs Enforcement ("ICE");

WHEREAS, on August 10, 2007, Plaintiffs filed a complaint against the Department of Homeland of Security ("DHS"), of which ICE is a component, seeking the release of such records;

WHEREAS, on November 9, 2009, pursuant to a stipulation by Plaintiffs and DHS (collectively, "the Parties"), this Court entered judgment in this matter;

WHEREAS, Plaintiffs have indicated their intent to file an application for attorneys' fees and other costs incurred in connection with this litigation pursuant to 5 U.S.C. § 552(a)(4)(E); and

WHEREAS, the Parties wish to resolve their disputes concerning the application for fees and costs without further litigation;

IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, as follows:

1. The Parties do hereby agree to settle and compromise each and every claim, credit, demand, and right, whether known or unknown, directly or indirectly relating to attorneys' fees and costs incurred by Plaintiffs in this litigation, under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release of Claims (hereinafter "Stipulation"), unless specifically and expressly excluded from the terms and conditions of this Stipulation herein.
2. In consideration for the release of Plaintiffs' claims regarding attorneys' fees and costs against ICE, the United States shall pay to the Jerome N. Frank Legal Services Organization within thirty (30) days of the execution of this Stipulation the sum of sixty-four thousand dollars (\$64,000.00) in the form of a check made payable to same, which sum Plaintiffs and their counsel agree to accept as full settlement of any and all claims, credits, demands, rights and causes of action for attorneys' fees and costs incurred by Plaintiffs in this action.
3. Plaintiffs and their guardians, heirs, executors, administrators, and assigns, and each of them, hereby expressly agree to accept the payment above-described in paragraph 2 in

full settlement and satisfaction of any and all claims, credits, demands, rights, and causes of action relating to attorneys' fees and costs incurred in litigating this case, which they may now have or hereafter acquire against Defendant, the United States of America, its agencies, representatives, agents, servants, and employees, past or present, in their official or individual capacities, for fees and costs relating to or incurred in the litigation of the above-captioned action.

4. This Stipulation for Compromise Settlement and Release of Claims is not in any way intended to be, and should not be construed as, an admission of liability on the part of the United States of America, its agencies (including but not limited to the Department of Homeland Security), representatives, agents, servants, and employees, and it is specifically denied that they are liable to the Plaintiffs under the Freedom of Information Act, for the claims in this litigation, including for attorneys' fees and costs. This settlement is entered into by all Parties for the purpose of compromising disputed claims and for avoiding the expenses and risks of further litigation.
5. The Parties agree that this Stipulation, including all the terms and conditions of this compromise settlement, may be made public in their entirety, and the Parties expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).
6. The persons signing this Stipulation warrant and represent that they possess full authority to bind the entities, agencies and organizations on whose behalf they are signing to the terms of the Stipulation.
7. This Stipulation represents the entire agreement between the Parties with regard to the matters set forth herein and no other agreements, understandings or representations, oral

or otherwise, bind the Parties except as herein expressly set forth in writing and signed by all Parties.

8. This Court retains jurisdiction to enforce the provisions of this Stipulation.

Respectfully submitted,

PLAINTIFFS

DEFENDANT

 /s/
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