

**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF COLUMBIA**

ELECTRONIC FRONTIER FOUNDATION )  
 )  
 Plaintiff, )  
 ) Civil Action No. 1:10-cv-00755 (RLW)  
 v. )  
 )  
 DEPARTMENT OF JUSTICE )  
 )  
 Defendant. )  

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SETTLEMENT AGREEMENT AND RELEASE

The Electronic Frontier Foundation and the Department of Justice, through their undersigned counsel, enter into this Settlement Agreement and Release for the sole purpose of satisfying Plaintiff's attorney's fees, expenses, and costs generated in connection with the above-referenced litigation.

The parties agree as follows:

1. Defendant will pay to Plaintiff the amount of \$4,000.00 to cover attorney's fees, expenses, and costs of all counsel in the above-captioned matter. This payment is full and final payment for all attorney's fees, expenses, and costs. This figure is inclusive of any interest.
2. Contingent upon receipt of payment pursuant to Paragraph 1 above, Plaintiff hereby releases Defendant and its successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all past, present, or future claims for attorney's fees, expenses, or costs in connection with the above-captioned litigation.

3. In consideration of such payment, Plaintiff hereby releases and forever discharges Defendant, and its successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all claims and causes of action that Plaintiff asserts or could have asserted in this litigation, or which hereinafter could be asserted by reason of, or with respect to, or in connection with, or which arise out of, the Freedom of Information Act request on which this action is based or any other matter alleged in the Complaint.

4. In making this payment, no party is making an admission of liability or fault to any other party, and this Agreement shall not be construed as an admission of liability or fault. This Settlement Agreement and Release will not be used in any manner to establish liability for fees, amounts, or hourly rates, in any other case or proceeding.

5. Concurrent with the execution of this Settlement Agreement and Release, Plaintiff's counsel shall seek the dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) by filing a Stipulation of Dismissal With Prejudice.

6. The below-signed counsel are authorized to enter into this Agreement on behalf of their respective clients.

7. This Settlement Agreement may be executed in counterparts, and is effective on the date by which both parties have executed the Agreement.

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Dated: June 14, 2011

Respectfully submitted,

/s/ David L. Sobel  
David L. Sobel  
D.C. Bar No. 360418  
Electronic Frontier Foundation  
1818 N Street, N.W., Suite 410  
Washington, DC 20036  
(202) 797-9009

*Attorney for Plaintiff*

TONY WEST  
Assistant Attorney General  
  
JOHN R. TYLER  
Assistant Director, Federal Programs Branch

/s/Thomas D. Zimpleman  
THOMAS D. ZIMPLEMAN  
IL Bar No. 6298040  
Trial Attorney  
United States Department of Justice  
Civil Division, Federal Programs Branch  
P.O. Box 883  
Washington, D.C. 20044  
Tel: (202) 514-3346

*Attorneys for Defendant*