

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO-OAKLAND DIVISION

4  
5 AMERICAN CIVIL LIBERTIES  
6 UNION FOUNDATION, *et al.*,

7 *Plaintiffs,*

8 v.

9 DEPARTMENT OF JUSTICE, *et al.*,

10 *Defendants.*  
11

Case No. 19-CV-00290-EMC

12  
13 **STIPULATION AND ~~[PROPOSED]~~**  
14 **ORDER OF DISMISSAL**

15 Plaintiffs American Civil Liberties Union Foundation and American Civil  
16 Liberties Union Foundation of Northern California and Defendants—the U.S.  
17 Department of Justice, the Federal Bureau of Investigation, the U.S. Department of  
18 Homeland Security, U.S. Customs and Border Protection, U.S. Citizenship and  
19 Immigration Services, U.S. Immigration and Customs Enforcement, and the U.S.  
20 Department of State—by and through their undersigned counsel, enter into this  
21 Stipulation and Order of Dismissal as follows.

22 Upon the Court’s approval of this Stipulation and Order:

23 1. Defendants will pay Plaintiffs the amounts specified below in full and complete  
24 satisfaction of any claim by Plaintiffs for attorneys’ fees, costs, and litigation  
25 expenses under the Freedom of Information Act (“FOIA”) in connection with  
26 the case of *ACLU, ET AL., v. DOJ, ET AL.*, Case No. 3:19-cv-0290-EMC (N.D.  
27 Cal.) (“Case No. 19-0290”). The payments shall be divided between certain  
28 agencies and components of Defendants as follows:

A. To the American Civil Liberties Union Foundation, (1) the Federal  
Bureau of Investigation will pay \$51,698.00; (2) U.S. Immigration

1 and Customs Enforcement will pay \$41,358.40; (3) U.S. Customs  
2 and Border Protection will pay \$41,358.40; (4) U.S. Citizenship  
3 and Immigration Services will pay \$31,018.80; (5) the Department  
4 of Justice, Office of Information Policy, will pay \$15,509.40; (6)  
5 the Department of Homeland Security will pay \$15,509.40; and (7)  
6 the Department of State will pay \$10,339.60.

7 B. To the American Civil Liberties Union Foundation of Northern  
8 California, (1) the Federal Bureau of Investigation will pay  
9 \$8,302.00; (2) U.S. Immigration and Customs Enforcement will  
10 pay \$6,641.60; (3) U.S. Customs and Border Protection will pay  
11 \$6,641.60; (4) U.S. Citizenship and Immigration Services will pay  
12 \$4,981.20; (5) the Department of Justice, Office of Information  
13 Policy, will pay \$2,490.60; (6) the Department of Homeland  
14 Security will pay \$2,490.60; and (7) the Department of State will  
15 pay \$1,660.40.

16 2. These payments will constitute full and final satisfaction of any and all of  
17 Plaintiffs' claims for attorneys' fees, costs, and litigation expenses in Case No.  
18 19-0290 incurred through the date of this Stipulation and Order, and are  
19 inclusive of any interest. Any subsequent claim for attorneys' fees and costs in  
20 connection with Case No. 19-0290 will be limited to a claim for fees and/or  
21 costs in connection with any future application to enforce the Stipulation and  
22 Order.

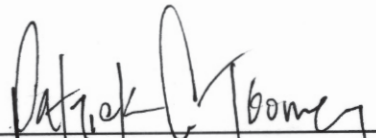
23 3. Defendants will pay the above amounts by wire transfer to the accounts at  
24 financial institutions designated in writing by counsel for Plaintiffs consistent  
25 with normal processing procedures followed by Defendants and the United  
26 States Department of the Treasury, once Plaintiffs' counsel have provided the  
27 bank routing and account information requested by Defendants for the  
28 individuals and accounts to receive such payment. After the parties' execution

1 of this agreement, Plaintiffs will promptly provide all required account  
2 information. Upon receipt of this information, Defendants will promptly  
3 prepare and submit all required documentation for processing and disbursement  
4 of the payment set forth above. Defendants will make all reasonable efforts to  
5 effectuate payment within 90 days of the date that Plaintiffs' counsel provides  
6 the necessary information for the accounts to receive payment. Nothing in this  
7 Agreement waives or modifies any federal, state, or local law pertaining to  
8 taxes, offsets, levies, and liens that may apply to this Agreement or the  
9 settlement payment, and this Agreement is executed without reliance on any  
10 representation by Defendants as to the application of any such law.

- 11 4. Plaintiffs release and forever discharge Defendants and their successors, the  
12 United States of America, and any department, agency, or establishment of the  
13 United States, and any officers, employees, agents, successors, or assigns of  
14 such department, agency, or establishment, from any and all past, present, or  
15 future claims for attorneys' fees, costs, or litigation expenses in connection with  
16 Case No. 19-0290. This release does not apply to any other litigation.
- 17 5. Plaintiffs hereby release and forever discharge Defendants, and their successors,  
18 the United States of America, and any department, agency, or establishment of  
19 the United States, and any officers, employees, agents, successors, or assigns of  
20 such department, agency, or establishment, from any and all claims that  
21 Plaintiffs asserted, or could have asserted during this litigation, arising out of  
22 the FOIA requests on which this action is based.
- 23 6. The parties acknowledge that this Stipulation and Order is entered into solely  
24 for the purpose of settling and compromising any remaining claims in Case No.  
25 19-0290 without further litigation, and it will not be construed as evidence or as  
26 an admission regarding any issues of law or fact, or regarding the truth or  
27 validity of any allegation or claim raised in this action, or as evidence or as an  
28 admission by Defendants regarding Plaintiffs' entitlement to or eligibility for

- 1 attorneys' fees and other litigation costs under the FOIA. This Stipulation and  
2 Order will not be used by Plaintiffs in any manner to establish liability for fees,  
3 amounts, or hourly rates in any other case or proceeding involving Defendants.  
4 7. This action is accordingly dismissed with prejudice pursuant to Fed. R. Civ. P.  
5 41(a)(1), provided that the Court shall retain jurisdiction over any issues that  
6 might arise relating to the enforcement of this Stipulation and Order.  
7 8. This Stipulation and Order may be executed in counterparts on the parties'  
8 behalf by their attorneys of record. Facsimiles and pdf versions of signatures  
9 will constitute acceptable, binding signatures.

10  
11 STIPULATED AND AGREED on March 5, 2024.

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13   
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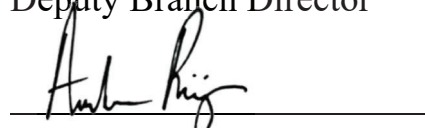
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Date: April 8, 2024

