

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

_____)	
HUMAN RIGHTS DEFENSE CENTER,)	
)	
Plaintiff)	
)	Civil Action No. 18-1064 (JEB)
v.)	(ECF)
)	
BUREAU OF PRISONS)	
)	
Defendant.)	
_____)	

SETTLEMENT AGREEMENT

Human Rights Defense Center (“Plaintiff” or “HRDC”) and the Federal Bureau of Prisons (“Defendant” or “BOP”) (collectively “the parties”), by and through their undersigned counsel, hereby enter into this Settlement agreement. The parties agree as follows:

1. Defendant will pay to the account of HRDC the amount of \$16,000 in full and complete satisfaction of Plaintiff’s claim for attorneys’ fees, expenses, and all other litigation costs pursuant to the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552(a)(4)(E). This payment shall constitute full and final payment for all attorneys’ fees, expenses, and costs for this litigation. This figure is inclusive of any interest. Defendant shall effectuate payment to within ninety (90) days of the effective date of this Settlement Agreement.

2. HRDC and BOP will jointly stipulate to dismiss this lawsuit with prejudice. Plaintiff shall, within two days of the effective date of this Agreement, file the Stipulation of Dismissal with Prejudice, attached hereto as Exhibit A.

3. HRDC hereby releases and forever discharges BOP and all of its officers, employees, agents, successors and assigns from any claims and causes of action that Plaintiff asserted or could have asserted regarding the FOIA request at issue in this litigation, including

past, present, or future claims for attorneys' fees, expenses, or costs in connection with this litigation, including any litigation or administrative proceedings that Plaintiff brought or could have brought regarding the FOIA request at issue.

4. The Plaintiff will provide the Defendant with its banking information and other information as needed by the Defendant to permit the Defendant to process an Electronic Funds Transfer payment to the Plaintiff.

5. In entering into this Agreement and 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 evidence of or as an admission of any issue of law or fact, or as regarding the truth or validity of any allegation or claim raised in the action, or as evidence of or as an admission by BOP regarding HRDC's eligibility for or entitlement to attorneys' fees and other litigations costs. This Agreement shall not be used as evidence or in any other manner to establish liability for fees, costs, amounts, or hourly rates in any other case or proceeding.

6. The parties may execute this Agreement in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Facsimiles and pdf versions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement. This Agreement may be executed on the parties' behalf by their attorneys of record and shall be effective on the date on which it has been executed by both parties.

7. This stipulation is binding upon and inures to the benefit of the parties hereto and their respective successor and assigns. It is the parties' intention that this filing complete the litigation in this case and the case is dismissed with prejudice.

Dated: June 5, 2019



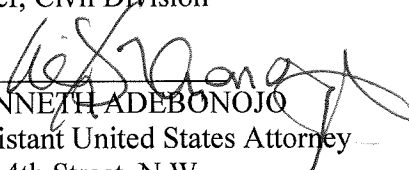
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Respectfully submitted,

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