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20 DENNIS JOSEPH RAIMONDO and
ERIC ANTHONY GARRIS

21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA
23 SAN FRANCISCO DIVISION
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1 DENNIS JOSEPH RAIMONDO (a.k.a. JUSTIN
2 RAIMONDO), an individual, AND ERIC
3 ANTHONY GARRIS, an individual,

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PLAINTIFFS,

v.

FEDERAL BUREAU OF INVESTIGATION

DEFENDANT.

Case No. 13-2295 JSC

**STIPULATION RE SETTLEMENT OF
FOIA ATTORNEYS' FEES**

1 Plaintiffs Dennis Joseph Raimondo and Eric Anthony Garris (“Plaintiffs”) and Defendant
2 Federal Bureau of Investigation (“Defendant”), through their counsel of record, hereby stipulate as
3 follows:

4 WHEREAS, on May 21, 2013, Plaintiffs filed their Complaint for Declaratory and Injunctive
5 Relief under the Freedom of Information Act (“FOIA”) and the Privacy Act (“Complaint”) seeking
6 disclosure of FBI records (the “FOIA Request”);

7 WHEREAS, on May 2, 2014, Plaintiffs filed a First Amended Complaint (“FAC”);

8 WHEREAS, on January 23, 2017, the Court dismissed with prejudice Plaintiffs’ FOIA claims
9 pursuant to the parties’ stipulation, with the exception of the issue of attorneys’ fees (Dkt. Nos. 100,
10 101);

11 WHEREAS, Plaintiffs and Defendant wish to avoid any further litigation and controversy and to
12 settle and compromise fully any and all claims and issues that have been raised, or could have been
13 raised in this action, with regard to Plaintiffs’ attorneys’ fees related to their FOIA claims in the above-
14 captioned litigation;

15 NOW, THEREFORE, in consideration of the mutual promises contained in this Stipulation, and
16 other good and valuable consideration, receipt of which is hereby anticipated, the parties agree as
17 follows:

18 1. Defendant shall pay \$299,000 (two hundred ninety-nine thousand dollars and zero cents)
19 to Plaintiffs in full and complete satisfaction of Plaintiffs’ claims for attorneys’ fees and costs under the
20 FOIA, 5 U.S.C. § 552, as amended, in the above-captioned matter. This payment shall constitute full
21 and final satisfaction of any and all of Plaintiffs’ claims for FOIA-related attorneys’ fees, costs, and
22 litigation expenses in the above-captioned matter, and is inclusive of any interest. Payment of this
23 money will be made by electronic funds transfer within 60 days after entry of this Stipulation on the
24 Court’s docket and after receipt of necessary information from Plaintiffs in order to effectuate the
25 payment.

26 2. Upon the execution of this Stipulation, Plaintiffs, having stipulated to voluntarily dismiss
27 their FOIA claims pursuant to the terms set forth in the Stipulation Re Settlement and Dismissal with
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1 Prejudice of FOIA Claims with the Exception of Attorney’s Fees (Dkt. Nos. 100 and 101), hereby
2 release and forever discharge Defendant, its successors, the United States of America, and any
3 department, agency, or establishment of the United States, and any officers, employees, agents,
4 successors, or assigns of such department, agency, or establishment, from any and all claims and causes
5 of action that Plaintiffs assert or could have asserted in this litigation, or which hereafter could be
6 asserted by reason of, or with respect to, or in connection with, or which arise out of, the FOIA Request
7 that was the basis of Plaintiffs’ First and Second Claims for Relief in the First Amended and
8 Supplemental Complaint for Declaratory and Injunctive Relief for Violation of the Freedom of
9 Information Act, 5 U.S.C. § 552 *et seq.* and the Privacy Act, 5 U.S.C. § 552a *et seq.* (“First Amended
10 Complaint”), including but not limited to all past, present, or future claims for FOIA attorneys’ fees,
11 costs, or litigation expenses in connection with the above-captioned litigation (the “Released Claims”).

12 3. The Released Claims do not include the Third and Fourth Claims for Relief alleged in the
13 First Amended Complaint.

14 4. The parties acknowledge that this Stipulation is entered into solely for the purpose of
15 settling and compromising any remaining FOIA claims in this action without further litigation, and it
16 shall not be construed as evidence or as an admission on the part of Defendant, the United States, its
17 agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of
18 any allegation or claim raised in this action, or as evidence or as an admission by the Defendant
19 regarding Plaintiffs’ entitlement to attorneys’ fees, costs, or other litigation expenses in this action. This
20 Stipulation shall not be used in any manner to establish liability for further fees or costs in this action, or
21 for fees or costs in any other case or proceeding involving Defendant.

22 5. This Stipulation is binding upon and inures to the benefit of the parties hereto and their
23 respective successors and assigns.

24 6. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the
25 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or
26 impaired thereby.

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

5 8. The persons signing this Stipulation warrant and represent that they possess full authority
6 to bind the persons on whose behalf they are signing to the terms of the Stipulation.

7 9. This Stipulation may not be altered, modified or otherwise changed in any respect except
8 in writing, duly executed by all of the parties or their authorized representatives.

9 10. The Stipulation may be executed in counterparts and is effective on the date by which
10 both parties have executed the Stipulation.

11
12 SO STIPULATED AND AGREED.

