

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

CAMPAIGN LEGAL CENTER,

Plaintiff,

v.

**GENERAL SERVICES
ADMINISTRATION,**

Defendant.

Civil Action No. 18-1008 (EGS)

SETTLEMENT AGREEMENT AND RELEASE

Defendant General Services Administration (“Defendant,” or the “GSA”), by and through its counsel, and Plaintiff Campaign Legal Center (“Plaintiff,” or “CLC,” together with Defendant, the “Parties”), enter into this Settlement Agreement and Release (the “Agreement”) as follows:

1. The parties do hereby agree to settle and compromise the case of *Campaign Legal Center v. General Services Administration*, case no. 18-1008 (EGS) under the terms and conditions set forth herein.

2. Defendant shall pay Plaintiff a lump sum of Thirty-Three Thousand, Eight Hundred and Forty-Eight Dollars and Three Cents (\$33,848.03) in attorneys’ fees and costs in this matter.

3. Payment of such attorneys’ fees and costs will be made by an electronic transfer of funds to a bank account specified by Plaintiff. Upon execution of this Agreement, Plaintiff will promptly cause the documentation necessary to effectuate this payment to be completed and transmitted.

4. Plaintiff agrees to forever discharge, release, and withdraw any claims of access to records or portions of records sought in this action. Defendant agrees not to seek any fees from Plaintiff in connection with its response to the Freedom of Information Act request that gave rise

to the Complaint in this case.

5. This Agreement shall represent full and complete satisfaction of all claims arising from the allegations set forth in the Complaint filed in this action, including full and complete satisfaction of all claims for costs, attorneys' fees, search, review, or processing fees that have been, or could be, made in this case. In particular, this Agreement shall include all claims for attorneys' fees and costs, as well as search, review, and processing fees incurred by either Party in connection with the administrative Freedom of Information Act process, the District Court litigation process, and any other proceedings involving the claims raised in this action.

6. This Agreement shall not constitute an admission of liability or fault on the part of the Defendant or the United States or their agents, servants, or employees, and is entered into by both parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parties agree that this Agreement will not be used as evidence or otherwise in any pending or future civil or administrative action against Defendant or the United States, or any agency or instrumentality of the United States.

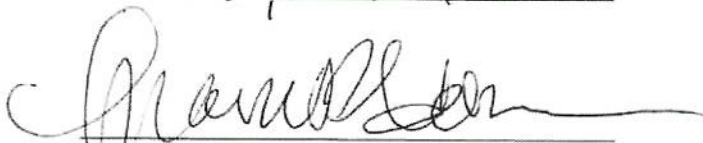
9. The parties agree that this Agreement, including all its terms and conditions and any additional agreements relating thereto, may be made public in their entirety, and Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552.

10. Concurrent with the execution of this Agreement, Plaintiff will seek the dismissal of this case with prejudice under Federal Rule of Civil Procedure 41(a) by filing a Stipulation of Dismissal with Prejudice.

11. This Agreement may be executed in counterparts as if executed by both parties on the same document.

* * *

Dated: 2/28/19



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Plaintiff

Respectfully submitted,

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