UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREEDOM OF THE PRESS FOUNDATION and KNIGHT FIRST AMENDMENT INSTITUTE AT COLUMBIA UNIVERSITY,

Plaintiffs,

- versus –

DEPARTMENT OF JUSTICE, NATIONAL SECURITY AGENCY, CENTRAL INTELLIGENCE AGENCY, and OFFICE OF THE DIRECTOR OF NATIONAL INTELLIGENCE,

Defendants.

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DATE FILED: 7/07/2021

No. 17 Civ. 9343 (JGK)

STIPULATION AND PROPOSED ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, on October 10, 2017, Plaintiffs Freedom of the Press Foundation and the Knight First Amendment Institute at Columbia University ("Plaintiffs") submitted requests pursuant to the Freedom of Information Act ("FOIA") to Defendants the Department of Justice, National Security Agency, Central Intelligence Agency, and the Office of the Director of National Intelligence (collectively, the "Government" and together with Plaintiffs, the "Parties");

WHEREAS, on November 29, 2017, Plaintiffs filed this action challenging the Government's alleged failure to respond properly to the Requests;

WHEREAS, on October 9, 2020, the Court issued an Opinion and Order granting Plaintiffs' motion for summary judgment as to certain redactions under FOIA Exemption 5 made by the Department of Justice Criminal Division and denying Plaintiff's motion for summary judgment as to all other claims;

WHEREAS, the Parties agree that the only remaining issue in this matter concerns Plaintiffs' claim of entitlement to attorney's fees and litigation costs reasonably incurred in this matter pursuant to 5 U.S.C. § 552(a)(4)(E); and

WHEREAS, the Parties wish to resolve Plaintiffs' claim for attorney's fees and litigation costs consensually and without further litigation;

NOW, THEREFORE, it is hereby **STIPULATED** and **AGREED** between the Parties as follows:

1. Pursuant to 5 U.S.C. § 552(a)(4)(E), as soon as reasonably practicable after the Court has endorsed and docketed this Stipulation and Order, the Government shall pay to Plaintiffs the sum of $45,000 (the "Settlement Amount"), by government wire transfers made by each of the Defendant agencies and agency components listed below to the bank account designated by Plaintiffs' attorney. Plaintiffs, through their undersigned attorney, agree to accept the Settlement Amount as full payment of any costs and/or attorney's fees that they have incurred in connection with this matter for services performed up to the date of this Stipulation and Order, according to the following schedule:

   a. The Department of Justice Criminal Division shall pay $44,286.93;

   b. The Federal Bureau of Investigation shall pay $334.95;

   c. The Department of Justice Office of Information Policy shall pay $41.54;

   d. The Office of the Director of National Intelligence shall pay $127.23;

   e. The Central Intelligence Agency shall pay $141.84;

   f. The National Security Agency shall pay $67.51.

2. Plaintiffs shall be solely responsible for full compliance with all applicable Federal, state, and local tax requirements. Plaintiffs, through their undersigned attorney, execute

this agreement without reliance upon any representation by the Government as to tax consequences, and Plaintiffs are responsible for the payment of all taxes that may be associated with this settlement. Plaintiffs understand and agree that this transaction may be reported to the Internal Revenue Service and other government agencies in the ordinary course of the business of the United States.

3. Effective upon payment of the Settlement Amount set forth in Paragraph 1, Plaintiffs release the United States, its agencies, departments, officers, employees, servants, and agents, including Defendants, from any claims for attorney's fees, costs, and expenses of any kind, and however denominated, relating to services performed in connection with the above-captioned matter.

4. Nothing in this Stipulation and Order shall constitute an admission by the United States or its agencies, including Defendants, that Plaintiffs "substantially prevailed" in this case under 5 U.S.C. § 552(a)(4)(E).

5. The Parties understand and agree that this Stipulation and Order contains the entire agreement between them. No statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

6. This action is hereby dismissed with prejudice provided that the Court shall retain jurisdiction over any issues that may arise relating to this Stipulation and Order.

7. This stipulation may be executed in counterparts. Facsimile or PDF signatures shall have the same force and effect as original signatures.

Dated: New York, New York
July 6, 2021

KNIGHT FIRST AMENDMENT
INSTITUTE AT COLUMBIA
UNIVERSITY
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SO ORDERED.

Dated: New York, New York
July 6, 2021

THE HON. JOHN G. KOELTL
United States District Judge