

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff the Electronic Privacy Information Center ("Plaintiff") and defendants the U.S. Department of Justice, National Security Division ("NSD"); Federal Bureau of Investigation ("FBI"); and U.S. Department of Justice, Criminal Division ("CRM") (collectively, "Defendants"), by and through their undersigned counsel, hereby enter this Settlement Agreement ("Agreement") regarding the civil action, *Electronic Privacy Information Center v. U.S. Department of Justice, Criminal Division, et al.*, 12-cv-127 (D.D.C.) (BJR) (the "Action"), which relates/related to Freedom of Information Act requests submitted by Plaintiff to each of the Defendants in June 2011 (collectively, the "FOIA Requests") that sought four categories of documents:

- (A) All records regarding any individuals targeted for surveillance for support for or interest in WikiLeaks;
- (B) All records regarding lists of names of individuals who have demonstrated support for or interest in WikiLeaks;
- (C) All records of any agency communications with Internet and social media companies including, but not limited to Facebook and Google, regarding lists of individuals who have demonstrated, through advocacy or other means, support for or interest in WikiLeaks; and
- (D) All records of any agency communications with financial services companies including, but not limited to Visa, MasterCard, and PayPal, regarding lists of individuals who have demonstrated, through monetary donations or other means, support or interest in WikiLeaks.

1. **Voluntary Dismissal of the Action.** Within three business-days of the Execution Date of this Agreement, the parties will file a joint stipulation to voluntarily dismiss this Action with prejudice pursuant to Federal Rule of Civil Procedure 41(a). The voluntary dismissal shall be in substantially the same form as the voluntary dismissal attached hereto as Attachment A.

2. **No Assignment of Rights and Interests.** Plaintiff represents and warrants that it is the sole and lawful owner of all rights, titles, and interests in all claims and matters which it purports to release herein, and that it has not heretofore assigned or transferred, attempted to assign or transfer, or purported to assign or transfer any claim or matter released herein. This Agreement is not intended to create, and does not create, any third-party beneficiary rights or any other kind of right or privilege for any person, group, or entity.

3. **Payment.** Within thirty (30) days of the Execution Date of this Agreement, NSD shall pay Plaintiff Seven-Thousand-Five-Hundred dollars (\$7500.00). This payment shall serve as NSD's consideration for this agreement. In addition and for further consideration, NSD agrees not to seek from or against Plaintiff costs associated with this Action.

4. **Consideration by FBI and CRM.** As consideration for this agreement, FBI and CRM each agree not to seek from or against Plaintiff costs associated with this Action.

5. **Release and Discharge.** Plaintiff hereby releases and forever discharges Defendants from any and all claims, whether presently known or unknown, that have been or could have been brought or raised regarding the FOIA Requests in this litigation or administrative proceedings regarding the FOIA Requests so that this Agreement is in full and complete satisfaction for any claim that Plaintiff brought or could have brought in this Action regarding either (a) the FOIA Requests, or (b) attorney fees, costs, and/or litigation expenses.

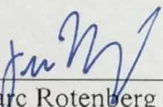
6. **No Admission of Liability.** Defendants deny liability as to each of the claims that were raised, or that could have been raised, regarding the FOIA Request or attorney fees, costs, and/or litigation expenses. This Agreement does not constitute, and may not be construed as, a determination or admission that (a) Defendants are liable in any capacity for claims that were raised or that could have been raised in this litigation regarding the FOIA Requests or in administrative proceedings regarding the FOIA Requests; (b) Plaintiff is a prevailing party or that Plaintiff substantially prevailed in any aspect of this litigation; (c) Defendants lacked substantial justification for any position taken in this litigation or in administrative proceedings related to this litigation. Except in an action alleging a breach of the terms of this Agreement, no warranty, representation, term, or provision of this Agreement may be offered or received in evidence or referred to in any civil, criminal, or administrative action against the Defendants or against any federal agency. This Agreement should not be construed as evidence or an admission of Plaintiff's entitlement to attorney fees and costs.

7. **Rule of Construction.** This Agreement shall be considered a jointly drafted agreement and shall not be construed against either Plaintiff or Defendants as the drafter.

8. **Integration.** This Agreement and its Exhibits constitute the entire agreement and understanding between the Plaintiff and Defendants regarding this litigation and administrative proceedings related to this litigation. Any statement, representation, remark, agreement, or understanding, in oral or written form, that is not contained in this Agreement shall not be enforced, recognized, or used to interpret this Agreement or its Exhibits.

9. **Execution in Counterparts.** This Agreement may be executed and delivered in counterparts. Each counterpart, when executed, shall be considered one and the same instrument, which shall comprise the Agreement, which takes effect on the Execution Date (the final date that all counterparts are signed and executed).

For Plaintiff:



Marc Rotenberg (DC Bar # 422825)
Julia Horwitz (DC Bar # 1018561)
ELECTRONIC PRIVACY
INFORMATION CENTER
1718 Connecticut Avenue, N.W., Suite 200

7/9/2015

Date

Washington, D.C. 20009
(202) 483-1140 (telephone)
(202) 483-1248 (facsimile)

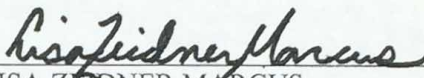
For Defendants:

7/1/15
Date

BENJAMIN C. MIZER
Principal Deputy Assistant Attorney General

JOHN R. GRIFFITHS
Director, Federal Programs Branch

ELIZABETH J. SHAPIRO
Deputy Branch Director


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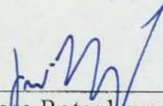
Counsel for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

_____)	
ELECTRONIC PRIVACY)	
INFORMATION CENTER,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 12-cv-00127 (BJR)
)	
U.S. DEPARTMENT OF JUSTICE)	
CRIMINAL DIVISION, et al.,)	
)	
Defendants.)	
_____)	

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff the Electronic Privacy Information Center and Defendants the U.S. Department of Justice, National Security Division; the Federal Bureau of Investigation; and the U.S. Department of Justice, Criminal Division hereby stipulate to the dismissal of this action with prejudice.

Date: _____

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Respectfully submitted:

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Counsel for Defendants

SETTLEMENT AGREEMENT - ATTACHMENT A
Initialed by JH for Plaintiff and LZM for Defendants