

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

MIGRANT JUSTICE and MATT CAMERON,)
)
 Plaintiffs,) Case No. 2:17-CV-197
)
 v.)
)
 UNITED STATES DEPARTMENT OF)
 HOMELAND SECURITY, UNITED STATES)
 CUSTOMS AND BORDER PROTECTION, and)
 UNITED STATES IMMIGRATION AND)
 CUSTOMS ENFORCEMENT,)
)
 Defendants.)
)

SETTLEMENT AGREEMENT

Plaintiffs Migrant Justice and Matt Cameron and Defendants United States Department of Homeland Security, United States Customs and Border Protection, and United States Immigration and Customs Enforcement (collective, “the Parties”), by and through their respective counsel, hereby stipulate and agree as follows:

WHEREAS, on December 12, 2019, Plaintiffs filed their Amended Complaint for Declaratory and Injunctive Relief for Violation of the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552 et seq. (“Complaint”), regarding their FOIA requests submitted to Defendants on April 26 and July 17, 2017, seeking records pertaining to certain immigration enforcement actions in Vermont (the “FOIA requests”);

WHEREAS, Plaintiffs and Defendants wish to avoid any further litigation and controversy and to settle and compromise fully any and all claims and issues that have been raised, or could have been raised, in this action that have transpired prior to the execution of this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement Agreement and other good and valuable consideration, receipt of which is hereby anticipated, the Parties agree as follows:

1. The Parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action (“the Litigation”) under the terms and conditions set forth in this Settlement Agreement.
2. Defendants agree to pay the sum of \$74,000 (“Settlement Amount”) to Plaintiffs’ counsel for Plaintiffs’ reasonable attorney’s fees and costs, which sum Plaintiffs agree to accept as full and complete satisfaction of Plaintiffs’ claims for attorney’s fees, costs, and litigation expenses in the Litigation, and is inclusive of any interest. Payment of the Settlement Amount shall be made by electronic funds transfer to the National Center for Law and Economic Justice. Payment shall be made within ninety (90) days of the execution of this Settlement Agreement. Plaintiffs’ counsel has provided the necessary information for the electronic funds transfer to the undersigned Assistant United States Attorney.
3. The Parties will jointly stipulate to dismiss this lawsuit with prejudice. Plaintiffs shall, on the effective date of this Settlement Agreement, file the Stipulation of Dismissal with Prejudice pursuant to Federal Rule of Civil Procedure 41(a), a copy of which is attached hereto as Exhibit A. In the Stipulation of Dismissal, the Parties will request that the Court retain jurisdiction of this matter for the sole purpose of enforcing the contractual terms of this Settlement Agreement and that it enter an order administratively closing the litigation in accordance with Fed. R. C. P. 41(a)(2) and expressly state therein that it retains jurisdiction over the litigation only for that purpose and only for proceedings to enforce

this Settlement Agreement commenced by 120 days after execution of the Settlement Agreement.

4. Upon execution of this Settlement Agreement, Plaintiffs hereby release and forever discharge the Defendants and all of their officers, employees, agents, successors, and assigns from any claims and causes of action that Plaintiffs asserted or could have asserted in this litigation, or that hereafter could be asserted by reason of, or with respect to, or in connection with, or that arise out of, the FOIA Requests on which this litigation is based or any other matter alleged in the Complaint, including but not limited to all past, present, or future claims for attorney's fees, expenses, or costs in connection with the Litigation. This Settlement Agreement is understood not to preclude or prevent Plaintiffs from seeking through FOIA or other means records not sought in the FOIA Requests that gave rise to this action.
5. This Settlement Agreement shall represent full and complete satisfaction of all claims arising from the allegations set forth in the Complaint, including the full and complete satisfaction of all claims for costs; attorney's fees; and search, review, or processing fees that have been or could be made in this case in connection with Plaintiffs' FOIA claims. In particular, this Settlement Agreement shall resolve all claims for attorney's fees and costs, as well as search, review, and processing fees incurred by the Parties in connection with the FOIA administrative process, the District Court litigation process, and any other proceedings involving the claims raised in the Litigation.
6. In entering into this Settlement Agreement, no Party is making an admission of liability or fault to any other Party, and this Settlement Agreement shall not be construed as evidence 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 this litigation, or as evidence of or as an admission by Defendants regarding Plaintiffs' eligibility for or entitlement to attorney's fees or other litigation costs under the FOIA, except in the event of an action brought by any Party to enforce this Settlement Agreement.

7. This Settlement Agreement contains the entire agreement between the Parties hereto, and Plaintiffs acknowledge and agree that no promise or representation not contained in this agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced, nor does this Settlement Agreement reflect any agreed upon purpose other than the desire of the Parties to reach a full and final conclusion of the Litigation and to resolve that suit without the time and expense of further litigation.
8. If any provision of this Settlement Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. This Settlement Agreement may not be altered, modified, or otherwise changed in any respect except in writing, duly executed by the Parties or their authorized representatives.
10. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A facsimile or other duplicate of a signature shall have the same effect as a manually executed original.

11. Upon execution of this Settlement Agreement by all Parties hereto, this agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representative, administrators, successors, and assigns. Each signatory to this agreement represents and warrants that they are fully authorized to enter into this agreement on behalf of their clients.

12. Execution of this Settlement Agreement by counsel for the Parties and execution of the Stipulation of Dismissal, attached hereto, shall constitute dismissal of this action with prejudice.

DATED: November 21, 2022

/s/ Lia Ernst_____

Lia Ernst

ACLU Foundation of Vermont

Josh Stehlik

Sarah Kim Pak

National Immigration Law Center

Claudia Wilner

National Center for Law and Economic Justice

Attorneys for the Plaintiffs

DATED: November 21, 2022

/s/ Thomas E. Kanwit

Thomas Kanwit

Assistant United States Attorney

Attorney for the Defendants