

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

A.N.S.W.E.R. COALITION,)
)
Plaintiff,)
)
v.) Civil No. 05-0071 PLF
)
SALLY JEWEL, Secretary,)
United States Department)
of the Interior, et al.,)
)
Defendants.)
_____)

**JOINT STIPULATION OF SETTLEMENT OF ATTORNEYS' FEES ON
COUNT I OF THE AMENDED COMPLAINT**

In this case brought under the First Amendment to the Constitution, on March 20, 2008, this Court entered judgment for Plaintiff A.N.S.W.E.R. Coalition ("Plaintiff") on Count I of the Amended Complaint. Dkt. No. 59. The case was fully disposed of by this Court on January 28, 2016. Dkt. Nos. 219 & 220. Portions of that decision are currently on appeal. Dkt. No. 221. No appeal was taken of this Court's ruling on Count I of the Amended Complaint.

Accordingly, it is hereby agreed and stipulated between Plaintiff and Defendant Sally Jewel, Secretary, United States Department of the Interior ("Defendant"), collectively referred to hereinafter as "the Parties," by and through their respective attorneys, as follows:

1. The Parties agree to settle and compromise Plaintiff's claim for attorneys' fees and costs with respect to Count I of the

Amended Complaint in this action under the terms and conditions set forth herein.

2. In consideration of Plaintiff's agreement to dismiss all claims to attorneys' fees and costs with respect to Count I of the Amended Complaint, Defendant agrees to pay Plaintiff the total sum of ninety thousand dollars (\$90,000). The request for this payment will be made within five (5) days from the date this stipulation is filed.

3. By this Stipulation, Plaintiff waives, releases, discharges, and abandons any and all claims to attorneys' fees and costs, whether asserted or un-asserted, against Defendant in connection with the claims raised in Count I of the Amended Complaint.

4. The undersigned counsel represent that they are authorized to make this agreement on behalf of their clients.

5. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. The Parties agree that facsimiles of the signatures of counsel will be equally effective as original signatures.

7. The Parties understand that this Stipulation contains the entire agreement between Plaintiff and Defendant; that no promise or inducement has been made except as set forth herein; and that no representations, oral or otherwise, between Plaintiff and Defendant,

or their respective counsel, not included herein shall be of any force and effect.

8. This Stipulation of Settlement may not be amended, modified, waived, or supplemented except by written instrument executed by all Parties.

October 14, 2016

Respectfully submitted,

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Counsel for Plaintiff

APPROVED AND SO ORDERED:

DATE _____

UNITED STATES DISTRICT JUDGE