

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

DANBURY AREA COALITION FOR)	
THE RIGHTS OF IMMIGRANTS, et al.,)	
)	
Plaintiffs,)	Civil No.: 3:06CV1992(RNC)(DFM)
v.)	
)	
U.S. DEPARTMENT OF)	
HOMELAND SECURITY,)	
)	
Defendant.)	
_____)	

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF CLAIMS
REGARDING FEES AND COSTS**

WHEREAS, by letter dated October 24, 2006, Plaintiffs submitted requests to the United States Bureau of Immigration and Customs Enforcement (“ICE”) pursuant to the Freedom of Information Act, 5 U.S.C. § 552 (“FOIA”), seeking records relating to the arrest of a group of day-laborers in Danbury, Connecticut on September 19, 2006 and to immigration enforcement in Danbury generally;

WHEREAS, on December 14, 2006, Plaintiffs filed a complaint against the Department of Homeland of Security (“DHS”), of which ICE is a component, seeking the release of such records;

WHEREAS, on February 25, 2010, the Magistrate Judge recommended that the motion for summary judgment filed by DHS be denied without prejudice, ECF No. 97, and on March 16, 2010, this Court approved and adopted this recommended ruling, ECF No. 98;

WHEREAS, the men arrested on September 19, 2006, brought a civil rights action, *Barrera et al. v. Boughton et al.*, No. 3:07-cv-1436-RNC (D.Conn.), which has now been settled and fully resolved between all parties;

WHEREAS, Plaintiffs have indicated their intent to file an application for attorneys' fees and other costs incurred in connection with this litigation pursuant to 5 U.S.C. § 552(a)(4)(E); and

WHEREAS, the Parties wish to resolve without further litigation their disputes recording the records sought and Plaintiffs' application for fees and costs;

IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, as follows:

1. The Parties do hereby agree to settle and compromise each and every claim, credit, demand, and right, whether known or unknown, directly or indirectly relating to the Plaintiffs' request for records, as well as for attorneys' fees and costs incurred by Plaintiffs in this litigation, under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release of Claims (hereinafter "Stipulation").

2. The Plaintiffs seek no further relief in this action, and consent to the Court's dismissal with prejudice of their claims.

3. In consideration for the release of Plaintiffs' claims for records and regarding attorneys' fees and costs, the United States shall pay to the Jerome N. Frank Legal Services Organization the sum of sixteen thousand dollars (\$16,000.00), which sum Plaintiffs and their counsel agree to accept as full settlement of any and all claims, credits, demands, rights and causes of action for attorneys' fees and costs incurred by Plaintiffs in this action.

4. Payment of the Sixteen Thousand Dollars referenced in paragraph 3 above will be made by government wire transfer to the trust account of Plaintiffs' attorney the Jerome N. Frank Legal Services Organization ("LSO"), Yale Law School. The settlement proceeds will be electronically transferred as follows:

Financial Institution: [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

Account Type: [REDACTED]

ABA Routing Number: [REDACTED]

Tax ID Number: [REDACTED]

5. Plaintiffs and their guardians, heirs, executors, administrators, and assigns, and each of them, hereby expressly agree to accept the payment above-described in paragraph 3 in full settlement and satisfaction of any and all claims, credits, demands, rights, and causes of action relating to attorneys' fees and costs incurred in litigating this case, which they may now have or hereafter acquire against Defendant, the United States of America, its agencies, representatives, agents, servants, and employees, past or present, in their official or individual capacities, for fees and costs relating to or incurred in the litigation of the above-captioned action.

6. This Stipulation for Compromise Settlement and Release of Claims is not in any way intended to be, and should not be construed as, an admission of liability on the part of the United States of America, its agencies (including but not limited to the Department of Homeland Security), representatives, agents, servants, and employees, and it is specifically denied that they are liable to the Plaintiffs under the Freedom of Information Act, for the claims in this litigation, including for attorneys' fees and costs. This settlement is entered into by all Parties for the purpose of compromising disputed claims and for avoiding the expenses and risks of further litigation.

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2011, a copy of the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/
Michael J. Wishnie
Counsel for Plaintiffs