

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CENTER FOR AUTO SAFETY)
1825 Connecticut Avenue, NW)
Suite 330)
Washington, D.C. 20009,)

Plaintiff,)

v.)

Civil Action No. 08-2057 (RMU)

NATIONAL HIGHWAY TRAFFIC SAFETY)
ADMINISTRATION)
1200 New Jersey Avenue, SE)
West Building)
Washington, D.C. 20590,)

Defendant.)

STIPULATION OF SETTLEMENT AND VOLUNTARY DISMISSAL

Plaintiff, Center for Auto Safety, and Defendant, National Highway Traffic Safety Administration, by their undersigned counsel, in the interests of avoiding further litigation, and in order to settle Plaintiff’s claims in this Freedom of Information Act (“FOIA”) action, hereby stipulate and agree as follows:

1. Defendant shall pay counsel for Plaintiff the sum of one thousand three hundred and fifty dollars (\$1,350.00), for attorney fees and costs. Plaintiff agrees that payment of this sum shall constitute full and final settlement and satisfaction of all claims by Plaintiff for fees, costs, and expenses of every kind in this action, including those that have already been incurred or expended, and any which may be incurred or expended in the future regarding this action. This paragraph, however, is without prejudice to either party seeking fees and/or costs, for the

prevailing party in any proceeding necessary to resolve a claim of non-compliance with the terms of this Stipulation.

2. Within ten days after filing this Stipulation, Defendant shall submit the necessary request and documentation to the appropriate Agency component(s) to initiate payment to Plaintiff's counsel as described in Paragraph No. 1 herein.

3. All matters raised in this action are hereby dismissed with prejudice, except that the Court shall retain jurisdiction to resolve a claim of non-compliance, if any, with the terms of this Stipulation.

4. By this Stipulation, Plaintiff waives, releases and abandons any and all claims, whether asserted or not asserted against Defendant that arose from the March 26, 2008, FOIA request that formed the basis of Plaintiff's complaint up to and including the date of this Stipulation.

5. Undersigned counsel represent that they are authorized by their respective clients to sign this Stipulation of Settlement and Voluntary Dismissal. Plaintiff agrees not to institute any other actions, charges, complaints, appeals or other proceedings against Defendant or any of Defendant's past or present employees, officers, agents or representatives concerning any matter encompassed by the waiver and release of claims set forth herein.

6. Execution of this Stipulation shall not constitute a finding by the Court or an admission by the Defendant that it improperly withheld any information sought under the FOIA as alleged in the Complaint or otherwise, or that there was any wrongful conduct whatsoever.

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 or effect.

Respectfully submitted,

/s/ Adina H. Rosenbaum
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Dated: March 17, 2009