

MELINDA HAAG (CABN 132612)
United States Attorney
ALEX G. TSE (CABN 152348)
Chief, Civil Division
REBECCA A. FALK (CSBN 226798)
Assistant United States Attorney

450 Golden Gate Avenue, Box 36055
San Francisco, California 94102-3495
Telephone: (415) 436-7022
FAX: (415) 436-6748
rebecca.falk@usdoj.gov

Attorneys for Federal Defendant

Linda Lye (CA SBN 215584)
AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN CALIFORNIA
39 Drumm Street
San Francisco, CA 94111
Tel: (415) 621-2493
Fax: (415) 255-8437
llye@aclunc.org

Rachel Goodman (admitted pro hac vice)
AMERICAN CIVIL LIBERTIES UNION
125 Broad Street, 18th Floor
New York, NY 10004
Tel: (212) 549-2500
Fax: (212)549-2654
rgoodman@aclu.org

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALLIANCE OF CALIFORNIANS FOR
COMMUNITY EMPOWERMENT, et al,

Plaintiffs,

v.

FEDERAL HOUSING FINANCE AGENCY,

Defendant.

) CASE NO. 13-05618 KAW

) JOINT STIPULATION OF SETTLEMENT AND
) DISMISSAL WITH PREJUDICE

1 Defendant Federal Housing Finance Agency (“Defendant” or “FHFA”) and Plaintiffs Alliance of
2 Californians for Community Empowerment; Housing and Economic Rights Advocates; Action United
3 Pennsylvania; Alliance for a Just Society; Urban Revival dba City Life/Vita Urbana; Colorado
4 Foreclosure Resistance Coalition; Home Defenders League; New Jersey Communities United; New
5 York Communities for Change (collectively, “Plaintiffs”), by and through their respective counsel,
6 hereby stipulate and agree, as follows:

7 WHEREAS, on December 5, 2013, Plaintiffs filed their Complaint for Declaratory and
8 Injunctive Relief under the Freedom of Information Act (“FOIA”) (“Complaint”) regarding their FOIA
9 request submitted to Defendant on October 1, 2013 seeking all records pertaining to the use of eminent
10 domain to purchase mortgages (the “FOIA Request”);

11 WHEREAS, Plaintiffs and Defendant wish to avoid any further litigation and controversy and to
12 settle and compromise fully any and all claims and issues that have been raised, or could have been
13 raised in this action, which have transpired prior to the execution of this Joint Stipulation of Settlement
14 and Dismissal (“Stipulation”);

15 NOW, THEREFORE, in consideration of the mutual promises contained in this Stipulation, and
16 other good and valuable consideration, receipt of which is hereby anticipated, the parties agree as
17 follows:

18 1. The parties do hereby agree to settle and compromise each and every claim of any kind,
19 whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the
20 above-captioned action under the terms and conditions set forth in this Stipulation.

21 2. Defendant agrees to produce to Plaintiff certain documents, both in redacted and
22 unredacted form, as specified in its letter to Plaintiffs dated November 7, 2014, incorporated here by
23 reference and attached hereto as Exhibit A. Defendant further agrees to pay the sum of Fifty Five
24 Thousand Dollars (\$55,000) (“Settlement Amount”) to Plaintiffs’ counsel for Plaintiffs’ reasonable
25 attorney’s fees and costs, which sum shall be in full and final satisfaction of all Plaintiffs’ rights and
26 claims in this case, including but not limited to those for attorney’s fees, costs and other litigation
27 expenses, including interest, and Defendant shall have no further liability for any further amounts.

1 Payment will be made by electronic funds transfer promptly after notification of the entry of this
2 Stipulation onto the Court's docket, and counsel for the Plaintiffs will provide the necessary information
3 to counsel for the Defendant to effectuate the transfer. Plaintiffs and Plaintiffs' counsel agree to
4 cooperate with Defendant's counsel in promptly providing additional reasonable information needed for
5 requesting payment and transmission of funds.

6 3. Plaintiffs hereby agree to accept production of certain documents, both in redacted and
7 unredacted form, as specified in Defendant's letter to Plaintiffs dated November 7, 2014, incorporated
8 by reference and attached hereto as Exhibit A and the Settlement Amount in full settlement and
9 satisfaction of all claims, and hereby releases and forever discharges Defendant, its successors, the
10 United States of America, and any department, agency, or establishment of the United States, and any
11 officers, employees, agents, successors or assigns of such department, agency or establishment, from
12 any and all claims and causes of action that Plaintiffs assert or could have asserted in this litigation, or
13 which hereafter could be asserted by reason of, or with respect to , or in connection with, or which arise
14 out of, the FOIA Request on which this action is based or any other matter alleged in the Complaint,
15 including but not limited to all past, present or future claims for attorneys' fees or costs, or litigation
16 expenses in connection with the above-captioned litigation. This Stipulation is understood not to
17 preclude or prevent Plaintiffs from seeking through FOIA or other means records not sought in the
18 FOIA Request (FHFA FOIA No. 2014 FOIA 001) that gave rise to this action.

19 4. This Stipulation shall represent full and complete satisfaction of all claims arising from
20 the allegations set forth in the Complaint, including the full and complete satisfaction of all claims for
21 costs, attorney's fees, search, review or processing fees that have been or could be, made in this case in
22 connection with Plaintiffs' FOIA claims. In particular, this Stipulation shall resolve all claims for
23 attorney's fees and costs, as well as search, review and processing fees incurred by both Plaintiffs and
24 Defendant in connection with the administrative FOIA process, the District Court litigation process, and
25 any other proceedings involving the claims raised in this action.

26 5. This Stipulation shall not constitute an admission of liability or fault on the part of the
27 Defendant or the United States or their agents, servants, or employees, and is entered into by both parties

1 for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further
2 litigation.

3 6. The parties agree that this Stipulation shall not be used as evidence or otherwise in any
4 pending or future civil or administrative action against Defendant or the United States, or any agency or
5 instrumentality of the United States, except in the event of an action brought by any party hereto to
6 enforce this Stipulation.

7 7. This Stipulation shall be binding on and inure to the benefit of the parties hereto and their
8 respective successors and assigns.

9 8. Execution of this Stipulation by counsel for the parties shall constitute a dismissal of all
10 claims in this action with prejudice, effective upon entry of this stipulation onto the Court's docket,
11 pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

12 9. The persons signing this Agreement warrant and represent that they possess full authority
13 to bind the persons on whose behalf they are signing to the terms of the settlement.

14 10. The provisions of California Civil Code Section 1542 are set forth below:

15 "A general release does not extend to claims which the creditor does not know or suspect to exist
16 in his or her favor at the time of executing the release, which if known by him or her must have
17 materially affected his or her settlement with the debtor."

18 Plaintiffs, having, been apprised of the statutory language of Civil Code Section 1542, and fully
19 understanding the same, nevertheless elects to waive the benefits of any and all rights he may have
20 pursuant to the provision of that statute and any similar provision of federal law. Plaintiffs understand
21 that, if the facts concerning Plaintiffs' claim and the liability of the government for damages pertaining
22 thereto are found hereinafter to be other than or different from the facts now believed by them to be true,
23 the Stipulation shall be and remain effective notwithstanding such material difference.

24 11. If any withholding or income tax liability is imposed upon Plaintiffs based on the
25 Settlement Amount or any other term of this Stipulation, Plaintiffs shall be solely responsible for paying
26 any such determined liability from any government agency. Nothing in this Stipulation constitutes an
27 agreement by Defendant concerning the characterization of the Settlement Amount for the purposes of
28 the Internal Revenue Code, Title 26 of the United States Code.

1 12. If any provision of this Stipulation shall be invalid, illegal, or unenforceable, the validity,
2 legality, and enforceability of the remaining provision shall not in any way be affected or impaired
3 thereby.

4 13. This Stipulation shall constitute the entire agreement between the parties, and it is
5 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the
6 parties hereto. The parties further acknowledge that no warranties or representations have been made on
7 any subject other than as set forth in this Stipulation.

8 14. This Stipulation may not be altered, modified, or otherwise changed in any respect except
9 in writing, duly executed by all parties or their authorized representatives.

10 15. This Stipulation may be executed in counterparts and is effective on the date by which
11 both parties have executed the Stipulation.

12 IT IS SO STIPULATED.

13
14 DATED: December 15, 2014

By: /s/ Rachel Goodman
RACHEL GOODMAN
Attorney for Plaintiffs

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16
17 DATED: December 15, 2014

MELINDA HAAG
United States Attorney

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19 By: /s/ Rebecca A. Falk
REBECCA A. FALK¹
Assistant United States Attorney
Attorneys for Federal Defendant

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27 ¹ I, Rebecca A. Falk, hereby attest, in accordance with the Civil L.R. 5(i)(3), the concurrence in
the filing of this document has been obtained from the other signatory listed here.