

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiff David House and Defendants, Janet Napolitano, Secretary, U.S. Department of Homeland Security, the Commissioner, U.S. Customs and Border Protection, and John Morton, Director, U.S. Immigration and Customs Enforcement, in their official capacities (hereinafter "Parties"). Whereas the Parties now mutually desire to resolve all of the claims asserted by Plaintiff in this action without the need for further litigation, and without any admission of liability, the Parties hereby accordingly agree to compromise, settle, and resolve all of the claims asserted by Plaintiff in this action on the following terms and conditions:

1. Within 7 days of signing this Agreement, the Parties will execute and cause to be filed, in the United States District Court for the District of Massachusetts, a Stipulation of Dismissal with prejudice in the form appended hereto at Exhibit 1.
2. Within 30 days of the execution and filing of the Stipulation of Dismissal, Defendants will provide to Plaintiff the documents listed in Appendix A.
3. The Parties agree that the following types of information may be redacted from the documents listed in Appendix A:
 - Names, dates of birth, passport numbers, and US VISIT FIN for third-party individuals (e.g., individuals other than Mr. House.)
 - Agent and employee names, phone numbers, and assignments.
 - Internal numbers assigned to specific files/codes.
 - Law enforcement sensitive information related to the nature and status of government investigations; this information largely consists of the same 12-15 words that are repeated in the relevant documents.
 - Information pertaining to or relating to individuals other than Mr. House
4. Plaintiff, for himself and his administrators, heirs, representative, successors, or assigns, hereby waives, releases, and forever discharges Defendants, all of its agencies, components, offices, or establishments, and any officers, employees, agents, or successors, either in their official or individual capacities, of any such department, agency, component, office, or establishment, from any and all claims, demands, and causes of action of every kind, nature, or description, known to Plaintiff, which have been or could have been asserted in this action, or any other administrative or judicial proceeding against Defendants, arising out of or in connection with any event occurring prior to the date of this Agreement including, without limitation, events surrounding the November 3, 2010 border crossing of the Plaintiff and the detention of Plaintiff's devices.
5. Plaintiff, for himself and his administrators, heirs, representative, successors, or assigns, hereby waives, releases, and forever discharges Army CID and its employees, either in their official or individual capacities, from any and all claims, demands, and causes of action of every kind, nature, or description, known to Plaintiff, which have been or could have been asserted in this action, or any other administrative or judicial

proceeding against them, arising out of or in connection with events surrounding the November 3, 2010 border crossing of the Plaintiff and the detention of Plaintiff's devices.

6. Nothing in this Agreement or the affidavit affects the authority or discretion of the Defendants to engage in any screening, inspection, search, detention, or seizure on any basis whatsoever, and Mr. House may continue to be subject to lawful searches and inspections.

7. This Agreement is not and shall not be construed as an admission by Defendants of the truth of any allegation or the validity of any claim asserted in this action or the Defendants' liability therein. Nor is it a concession or an admission of any fault or omission in any act or failure to act, nor shall it be construed for any purpose whatsoever as an admission or presumption of wrongdoing on the part of Defendants. Nor shall any of the terms hereof be offered or received in evidence or in any way referred to in any civil, criminal, or administrative action (except in an separate action to enforce its terms).

8. The terms of this Agreement, and the attachment thereto, constitute the entire agreement of the Parties entered into in good faith, and no statement, remark, agreement, or understanding, oral or written, which is not contained therein, shall be recognized or enforced; nor does this Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a full and final conclusion of this action and to resolve the matter without the time and expense of further litigation.

9. This Agreement cannot be modified or amended except by an instrument in writing signed by the party to be charged therewith; nor shall any provision hereof be waived other than by a writing setting forth such waiver and signed by the party to be charged with such waiver.

10. This Agreement shall be binding upon and inure to the benefit of the Plaintiff and the Defendants and their respective successors, assigns, and personal representatives, including any persons, entities, departments, or agencies succeeding to the interests or obligations of the Parties.

11. Each person signing this Agreement, whether signing individually or on behalf of any person or entity, warrants and represents that he or she has full authority to so execute the Agreement on behalf of the party on whose behalf he or she so signs.

12. This Agreement, which may be signed in counterparts, shall take effect upon execution by all signatories below. This Agreement may be executed on copies sent by electronic mail with the same force and effect as an executed original of the same.

13. The Parties agree to bear their own costs and fees.

APPENDIX A TO THE SETTLEMENT AGREEMENT

1. The TECS Lookout that formed the basis of ICE's inspection of Mr. House on November 3, 2010.
2. A letter from ICE to the agency or agencies with which the images were shared, seeking technical and subject matter assistance pursuant to 19 U.S.C. § 507.
3. Six (6) Reports of Investigation, created by ICE, that provide detail related to ICE's November 3, 2010 inspection of Mr. House, as well as the search and detention of his devices.
4. Two documents generated by Army CID relating to its inspection of Plaintiff's imaged data. Specifically, (1) the Summary of Investigative Activity and (2) the Digital Forensic Examination Notes.
5. An index that shows the chain of custody for both Mr. House's devices and the images that were created from the devices. The index will reflect which government personnel, identified by agency and position, accessed or had custody of the devices or images of the devices. The index will also indicate the dates on which Mr. House's devices or images were disclosed to these individuals.
6. Affidavits from ICE and Army CID establishing that all existing images of the devices have been destroyed and confirming that no documents contain data extracted, or information derived, from the contents of the devices or images.
7. Affidavit confirming that the lookout that was the basis for ICE's November 3, 2010 inspection of Mr. House is no longer routinely accessible to customs officers and will not serve as the basis for automatic referrals to secondary inspection for Mr. House.

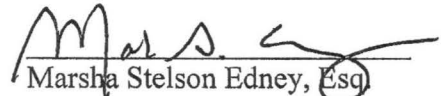
IN WITNESS WHEREOF, the Parties hereto have personally signed this Agreement or have caused this Agreement to be signed by their duly authorized representatives intending to be bound.

Dated: 5/23, 2013



David House

Dated: 5/20, 2013



Marsha Stelson Edney, Esq
United States Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue, N.W.
Washington, D.C. 20001
Tel: 202-514-4520; Fax: 202- 616-8470
Marsha.Edney@usdoj.gov Attorney for
Defendant