

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

JUDICIAL WATCH, INC.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 95-133 (RCL)
)	
DEPARTMENT OF COMMERCE,)	
)	
Defendant.)	
_____)	

**STIPULATION FOR SETTLEMENT OF ATTORNEYS' FEES AND
LITIGATION EXPENSES AND DISMISSAL WITH PREJUDICE**

Plaintiff and Defendant, by and through their undersigned counsel, hereby enter into this Stipulation of Settlement for Attorney's Fees and Litigation Expenses and Dismissal with Prejudice for the sole purpose of satisfying Plaintiff's claim for attorney's fees, costs, and litigation expenses in connection with the above-captioned litigation. This Stipulation does not include the attorney's fees and costs awarded to Plaintiff in this case by the U.S. Court of Appeals for the District of Columbia Circuit, which shall be paid separately. Specifically, the parties stipulate and agree as follows:

1. The parties agree to settle and compromise the remaining claims in this action under the terms and conditions set forth herein.
2. Plaintiff agrees to dismiss this action with prejudice.
3. In return for plaintiff's agreement to the item listed in paragraph 2 above, the United States government, on behalf of Defendant, shall pay Plaintiff the amount of eight hundred forty-two thousand five hundred dollars (\$842,500.00) in full and complete satisfaction of Plaintiff's

claims for attorneys' fees, costs, and litigation expenses under the Freedom of Information Act in the above-captioned matter.

4. It is also agreed by and among the parties that the total settlement amount of \$842,500.00 represents the entire amount of the compromise settlement, including interest or other compensation for delay.

5. After entry of this stipulation of settlement and dismissal by the Court, counsel for Defendant shall make a request within five (5) days to the Judgment Fund of the U.S. Department of the Treasury for payment to Plaintiff of the amount set forth in paragraph 3 above.

6. This stipulation for compromise settlement shall not constitute an admission of liability or fault on the part of defendant, its agents, servants or employees, and is entered into by both parties for the purpose of compromising disputed claims and avoiding the expense and risks of litigation.

7. In agreeing to this settlement, plaintiff Judicial Watch, Inc. hereby releases the United States, its employees, agents and officers, in either their official or individual capacities, from any and all claims for attorneys' fees and costs in this action, with the exception of the fees and costs awarded to plaintiff Judicial Watch by the Court of Appeals, as referenced in the introductory paragraph on page one of this Stipulation.

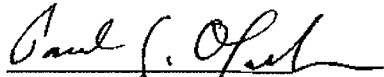
8. This Stipulation contains the entire agreement between the parties.

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

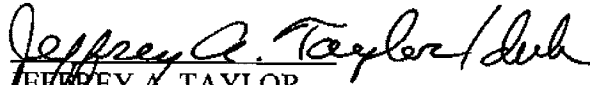
10. Execution of this stipulation by counsel for the parties shall constitute a dismissal of this action, with prejudice, effective upon entry by the Court.

Executed this 22 day of June, 2007.

Respectfully submitted,



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Counsel for Plaintiff

Counsel for Defendant

SO ORDERED:

UNITED STATES DISTRICT JUDGE

DATED: _____