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UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STATE OF WASHINGTON,

Plaintiff,

CASE NO. 2:18-cv-00645 RSM

SETTLEMENT AGREEMENT

v.

ENVIRONMENTAL PROTECTION
AGENCY, an agency of the United States, and
ANDREW R. WHEELER, in his official
capacity as Administrator,

Defendants.

It is hereby stipulated by and between the undersigned plaintiff, the State of Washington (the "State"), and the undersigned defendants, the Environmental Protection Agency ("EPA") and Andrew R. Wheeler, in his official capacity as Administrator, by and through their respective attorneys, as follows:

1. On May 3, 2018, the State filed the above action for disclosure of records under the Freedom of Information Act ("FOIA") against EPA. The State's FOIA request sought all communications from EPA to members of the EPA Federal Advisory Committees sent from

1 10/31/2017 to 3/1/2018 related to an October 31, 2017 EPA directive entitled "Strengthening and
2 Improving Membership on EPA Federal Advisory Committees."

3 2. EPA represents that it has produced all non-exempt, responsive records.

4 3. In order to settle this action without further litigation, EPA agrees to pay the State's
5 attorney fees and costs pursuant to FOIA in the total amount of \$6,000. The execution of this
6 Settlement Agreement is not, is in no way intended to be, and should not be construed as an
7 admission of liability or fault on the part of EPA, or any of its agents, sub-agencies, contractors,
8 servants, or employees. In exchange, the State agrees to dismiss its complaint with prejudice and
9 without an additional award of costs or fees, pursuant to the stipulation signed in conjunction with
10 this settlement.

11 4. EPA's payment of \$6,000 represents the total fees and costs that will be paid in this
12 matter notwithstanding any additional fees or costs that the State has already incurred or may incur
13 in concluding this action, and will fully and finally resolve all outstanding issues related to State's
14 underlying claims in the above-captioned case (including but not limited to the State's December 14,
15 2018 FOIA appeal of FOIA No. EPA-HQ-2018-005342). Moreover, the State in this matter, on
16 behalf of themselves, administrators, and assigns does hereby unconditionally release EPA, its sub-
17 agencies, officers, agents, employees, and attorneys from any and all claims or demands that the
18 State asserted or could have asserted in the above-captioned case.

19 5. Any obligation of EPA to expend funds under this Settlement Agreement is subject to
20 the availability of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.
21 This Settlement Agreement shall not be construed to require EPA to obligate or pay funds in
22 contravention of the Anti-Deficiency Act.
23

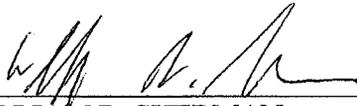
1 6. The persons signing this Settlement Agreement warrant and represent that they
2 possess full authority to bind the persons on whose behalf they are signing to the terms of the
3 Settlement Agreement.

4 7. Payment of the settlement amount will be made by Automated Clearing House
5 (ACH) electronic funds transfer according to the ACH transfer information provided by counsel for
6 the State to counsel for EPA.

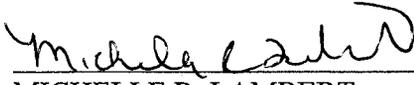
7 8. It is contemplated that this Settlement Agreement may be executed in several
8 counterparts. All such counterparts and signature pages, together, shall be deemed to be one
9 document.

10 9. The parties represent that each has been represented by counsel of choice in
11 connection with the review, approval, and execution of this Settlement Agreement; that each has
12 shown this Settlement Agreement to its respective attorneys, who has explained it and advised that it
13 is a legally binding contract; that each party has read and understood this Settlement Agreement; and
14 that each party intends to be bound by each provision of this Settlement Agreement.

15 10. This Settlement Agreement cannot be modified or amended except by an instrument
16 in writing, agreed to and signed by all of the parties, nor shall any provision of this Settlement
17 Agreement be waived other than by a written waiver signed by all of the parties.

18 SIGNED: 
19 WILLIAM R. SHERMAN
20 Assistant Attorney General
21 Attorney for Plaintiff

DATE: 4-8-2019

21 SIGNED: 
22 MICHELLE R. LAMBERT
23 Assistant United States Attorney
Attorney for Defendants

DATE: 5-8-2019