

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

ROBYN KRAVITZ, *et al.*,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF  
COMMERCE, *et al.*,

Defendants.

No. 8:18-cv-01570-GJH

**SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Diana Alexander, Lauren Rachel Berman, Sarah Bryan, Alejandro Chavez, Virginia Garcia, Michael Kagan, Robyn Kravitz, Michael Kravitz, Yamile Labori, Lazara Yoelvis Magadan, Richard McCune, Jose Moreno, Catherine Nwosu, Nnabugwu Nwosu, Linda Rivas, T. Carter Ross, Martha Sanchez, Sonia Casarez Shafer, and Joanne Wilson (“Plaintiffs”); and Defendants the United States Department of Commerce, the United States Census Bureau, Wilbur L. Ross, Jr., in his official capacity as United States Secretary of Commerce, Karen Dunn Kelley in her official capacity as the Deputy Secretary of Commerce, and Dr. Steven Dillingham, in his official capacity as Director of the United States Census Bureau (“Defendants”), by and through their undersigned counsel, enter into this Settlement Agreement and Release (the “Agreement”) as follows:

1. Defendants will pay Plaintiffs two million two hundred thousand dollars (\$2,200,000) in full and complete satisfaction of any claims by Plaintiffs for attorneys’ fees and litigation expenses in connection with the case of *Kravitz v. U.S. Department of Commerce*, No.

8:18-cv-01041-GJH (“Case No. 18-1041”). Defendants will also pay Plaintiffs three hundred thousand dollars (\$300,000) in full and complete satisfaction of any claims by Plaintiffs for taxable costs in connection with Case No. 18-1041. These payments will constitute full and final satisfaction of any and all of Plaintiffs’ claims for attorneys’ fees, costs, and litigation expenses in Case No. 18-1041, and are inclusive of any interest.

2. Defendants will pay the above amounts by wire transfer to an account at a financial institution designated in writing by counsel for Plaintiffs, consistent with the normal processing procedures followed by Defendants and the United States Department of the Treasury. After the parties’ execution of this agreement, Plaintiffs’ counsel will provide Defendants’ counsel the bank routing and account information for the account to receive such payments. Defendants will promptly prepare and submit all required documentation to the Department of the Treasury for processing and disbursement of the payments set forth above to ensure that payment is made as soon as practicable, which Defendants expect to be no more than 60 days from receipt of Plaintiffs’ bank account and routing information.

3. Upon execution of this Agreement, Plaintiffs release and forever discharge Defendants and their successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all past, present, or future claims for attorneys’ fees, costs, or litigation expenses in connection with Case No. 18-1041. Upon Execution of this Agreement, Defendants and their successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, release Plaintiffs from any and all past, present, or future claims concerning attorneys’ fees, costs, or litigation expenses in

connection with Case No. 18-1041. The foregoing mutual releases do not apply to any other litigation. The Parties agree that nothing in this Agreement bars or prohibits either Party from seeking to enforce the final judgment or permanent injunction in this case, or from enforcing this Agreement.

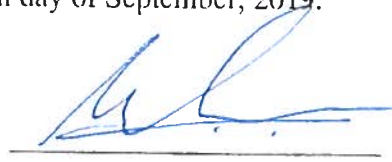
4. The parties acknowledge that this Agreement is entered into solely for the purpose of settling and compromising any claims for attorneys' fees, expenses, and costs incurred in this action without further litigation, and it will not be construed as evidence or as an admission regarding any issues of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendants regarding Plaintiffs' entitlement to attorneys' fees and other litigation costs or expenses. This Agreement will not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

5. This Agreement may be executed in counterparts on the parties' behalf by their attorneys of record, and is effective on the date by which both parties have executed this [REMAINDER OF PAGE LEFT BLANK]

Agreement. Facsimiles and pdf versions of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

SO STIPULATED AND AGREED this 27th day of September, 2019.

JOSEPH H. HUNT  
Assistant Attorney General



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