

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

Civil Action No. 14-cv-01282-KLM

WESTERN ENERGY ALLIANCE, a Colorado non-profit organization,

Plaintiff,

v.

UNITED STATES GEOLOGICAL SURVEY, a federal agency within the United States
Department of the Interior,

Defendant.

SETTLEMENT AGREEMENT

It is hereby stipulated and agreed by and between Western Energy Alliance ("Plaintiff"), and the U.S. Geological Survey ("Defendant") (collectively, "the parties"), as follows:

1. The parties do hereby agree to settle and compromise all claims related to attorneys' fees in the above-captioned case as described in paragraph 4.
2. Defendant agrees to pay sixteen thousand dollars (\$16,000.00) to Plaintiff in attorneys' fees and court costs in this matter. Payment shall be accomplished by electronic transfer to Wells Fargo within two weeks after this Settlement Agreement ("Agreement") is fully executed. Within two business days of execution of this Agreement, Plaintiff agrees to provide the necessary account and routing information. Defendant agrees that such information shall be held confidential and used only for purposes of accomplishing the transfer of funds pursuant to this Agreement.

3. Within one business day of execution of the Agreement, Plaintiff agrees to withdraw the motion for attorneys' fees and costs filed in the above-captioned case.

4. In return for the consideration recited in Paragraph 2, Plaintiff accepts that consideration as full settlement and satisfaction of any and all claims and demands for attorneys' fees, court or litigation costs, or any other costs authorized under the Freedom of Information Act ("FOIA") (whether before a court, administrative agency, or any other entity), relating to the FOIA requests at issue in the above-captioned case, identified as USGS-2013-00130 and USGS-2013-00131.

5. This Agreement is binding on Plaintiff and its current or former officers, directors, employees, agents, servants, and affiliates; and the successors and assigns of any of them.

6. This Agreement shall not constitute an admission of liability, fault, or that its claims regarding attorneys' fees under FOIA are not well-founded on the part of Defendant or any of its agencies, employees, agents or representatives. It is entered into by both parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

7. Plaintiff represents that has read the Agreement and understands all of its terms, that it has had a reasonable amount of time to consider whether to sign, that it has had an opportunity to discuss the terms of this agreement with its attorney, and that the agreement was signed with knowledge of the meaning and effect of each of its provisions.

8. Each party to this Agreement represents and warrants that it has fully authorized the individual signing this agreement on behalf of the party to do so.

9. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally, except by a writing signed by the party against whom the change, waiver, discharge, or termination is sought. This Agreement may be amended only by a written amendment signed by the parties.

10. The parties agree that this Agreement shall constitute the whole agreement.

11. Each party acknowledges and agrees that this Agreement supersedes all prior and contemporaneous written, oral, or implied in fact agreements among the parties, relating to the subjects of this Agreement.

12. The parties agree that this Agreement will not be used as evidence or otherwise in any pending or future civil or administrative action against Defendant or the United States, or any agency or instrumentality of the United States. The exception is that this Agreement may be used as evidence to enforce this Agreement.

13. If any paragraph or portion of this Agreement is determined to be unenforceable, the rest and remainder of this Agreement shall remain in full force and effect.

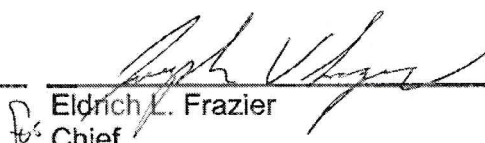
14. Duplicate copies of this Agreement shall act as originals if all the individuals sign them in the original identified on the signature page, below. The parties agree that this Agreement may be executed in counterparts and that facsimiles of the parties' signatures are acceptable.

15. This Agreement is considered executed upon the signature date of the final signatory to the agreement.



Kathleen Sgamma
V.P. of Government and Public Affairs
Western Energy Alliance
1775 Sherman Street Suite 2700
Denver, CO 80202

Date: *March 2, 2015*



Eldrich L. Frazier
Chief
Office of Enterprise Information Associate
Director for Information
U. S. Geological Survey

Date: *March 3, 2015*

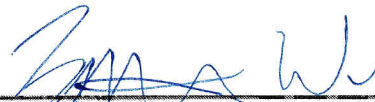
JOHN F. WALSH
United States Attorney



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Attorney for Plaintiff

Date: February 27, 2015



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Attorneys for Defendant

Date: *March 3, 2015*