

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

NATIONAL IMMIGRATION LITIGATION
ALLIANCE, et al.,

Plaintiffs,

v.

U.S. DEPARTMENT OF STATE,

Defendant.

Case No. 22-CV-11734 (NMG)

SETTLEMENT AGREEMENT

This agreement (Agreement) is made by and between Plaintiffs National Immigration Litigation Alliance and Church World Service (collectively, Plaintiffs) and Defendant U.S. Department of State (DOS) (collectively, the Parties), and concerns the above captioned case (the “Action”).

WHEREAS, on August 16, 2022, Plaintiffs submitted a Freedom of Information Act (FOIA) request, seeking records relating to the adjudication of Form I-730 Refugee/Asylee Relative Petitions and DOS’s related policies and practices;

WHEREAS, Plaintiffs filed a complaint on November 13, 2022, concerning DOS’s alleged failure to respond to the FOIA request, and seeking declaratory and injunctive relief and reasonable attorneys’ fees and costs under the FOIA;

WHEREAS, DOS subsequently produced records and information in response to Plaintiffs’ FOIA request;

WHEREAS, the Parties agree that there are no remaining disputes regarding the content of DOS’s productions or searches for records in response to Plaintiffs’ FOIA request, and that

summary judgment briefing on Plaintiffs' FOIA claims is not necessary;

WHEREAS, the Parties desire to avoid the continued expense and inconvenience of further litigation and desire to resolve this Action in its entirety; and

WHEREAS, this Agreement is not in any way intended to be, and should not be construed as, an admission of liability or fault on behalf of DOS, or the United States, or their present or former officials, employees, and/or agents, or as an admission of any fact(s) alleged by Plaintiffs in connection with this Action or otherwise, and it is specifically denied that DOS is liable to the Plaintiffs.

NOW, THEREFORE, in consideration of the covenants, undertakings, and promises set forth herein, and for other good and valuable consideration, the sufficiency of which is expressly and irrevocably acknowledged, the Parties hereby agree as follows:

I. Settlement Consideration

1. DOS shall pay to Plaintiffs the sum of TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$20,500.00) (hereinafter, the Settlement Payment) within 60 days after Plaintiffs provide to Defendant's counsel payment account and wire transfer details, or 60 days after the execution of this Agreement (whichever occurs later), in full satisfaction of any claim by Plaintiffs for expenses and costs in this Action. The Plaintiffs hereby waive any and all claims against DOS for attorneys' fees and costs arising out of this Action.

2. The Settlement Payment shall be made as follows: \$20,500.00 shall be paid to the National Immigration Litigation Alliance.

II. Release

In consideration for the Settlement Payment, the Parties agree that the Settlement Payment shall fully and forever discharge and release all claims and causes of action against

DOS, and their present or former officials, employees, and/or agents, in their official and personal capacities, which were asserted or could have been asserted in the Action involving the Plaintiffs' FOIA request, including all claims for damages, attorney fees and other litigation costs that have been or could have been raised in this case. Following receipt of the Settlement Payment, Plaintiffs will file with the Court the Stipulation of Dismissal with Prejudice attached hereto as Exhibit A.

III. Representations and Warranties

1. Each Party represents and warrants that in executing this Agreement, it does not rely on any promises, inducements, or representations made by any Party or third party with respect to this Agreement or any other matter, now or in the future.
2. Each Party represents and warrants that they have all rights necessary to negotiate the settlement of this Action, and to enter into and perform this Agreement.
3. Other than the express warranties given above, no other warranties are given, express or implied.
4. This Agreement has been entered into by Plaintiffs and DOS solely for the purposes of compromising disputed claims without continued legal proceedings and avoiding the expense and risk of such litigation. Therefore, this Agreement is not intended and shall not be deemed an admission by any Party as to the merit or lack of merit of an opposing Party's claims or defenses.
5. The Parties acknowledge that the preparation of this Agreement was collaborative in nature, and so agree that any presumption or rule that an agreement is construed against its drafter shall not apply to the interpretation of this Agreement or any term or provision hereof.
6. Each Party agrees to take such actions and to execute such additional documents as

may be necessary or appropriate to fully effectuate and implement the terms of this Agreement.

IV. Governing Law, Jurisdiction, and Venue

1. The validity, construction, interpretation, and performance of this Agreement, and any disputes or legal action arising under or from this Agreement, shall be governed by federal law, without reference to conflicts of laws principles.

2. In the event a dispute arises out of or relating to this Agreement, the Parties agree that such dispute shall be adjudicated in the Boston Division of the United States District Court for the District of Massachusetts. The Parties expressly consent to venue and personal jurisdiction in said courts for purposes of disputes arising under this Agreement.

V. Miscellaneous

1. Notice: All notices under or concerning this Agreement shall be delivered in writing to counsel of record in the Action, unless written notice is provided directing notice to be delivered elsewhere.

2. Entire Agreement: This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written) between the Parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by all Parties to this Agreement.

3. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. Tax Consequences: Compliance with all applicable federal, state, and local tax requirements shall be the sole responsibility of Plaintiffs. This Agreement is executed without

reliance upon any representation by Defendant as to tax consequences, and Plaintiffs are responsible for the payment of all taxes that may be associated with any settlement payments.

5. Each signatory to this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the persons or entities indicated below, and has done so freely and voluntarily, without any degree of duress or compulsion.

COUNSEL FOR DEFENDANT,
U.S. DEPARTMENT OF STATE,

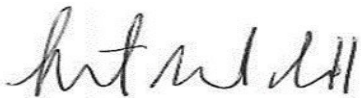
JOSHUA S. LEVY
Acting United States Attorney



Thomas E. Kanwit
Assistant U.S. Attorney
United States Attorney's Office
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 9200
Boston, MA 02210
617-748-3271
thomas.kanwit@usdoj.gov

Executed this 8th day of July 2024

COUNSEL FOR PLAINTIFFS



Kristin Macleod-Ball*
Trina Realmuto*
National Immigration Litigation Alliance
10 Griggs Terrace
Brookline, MA 02446
(617) 506-3646
kristin@immigrationlitigation.org
trina@immigrationlitigation.org

Stephanie Marzouk
Marzouk Law LLC
2464 Massachusetts Ave., Ste. 317

Cambridge, MA 02140
(617) 674-2112
sym@marzouklaw.com

**Admitted pro hac vice*

Executed this 3rd day of June 2024