UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

NATIONAL IMMIGRATION LITIGATION ALLIANCE, et al., Plaintiffs, v. U.S. CUSTOMS AND BORDER PROTECTION, Defendant.	Civil Action No. 1:21-11094-RGS

SETTLEMENT AGREEMENT

This agreement ("Agreement") is made by and between plaintiffs National Immigration Litigation Alliance, Al Otro Lado, and Haitian Bridge Alliance (collectively, the "Plaintiffs") and defendant United States Customs and Border Protection ("CBP") (collectively with Plaintiffs, the "Parties," and individually, a "Party"), and concerns the above captioned case (the "Action").

WHEREAS, on March 18, 2021, Plaintiffs submitted their Freedom of Information Act ("FOIA") request, seeking records "related to policies, complaints, and/or guidance related to CBP's advisals to, treatment of, and the expulsion or removal of mothers with children under six months," including records falling within five subcategories;

WHEREAS, Plaintiffs filed a complaint on July 1, 2021, concerning CBP's response to their FOIA request, and seeking declaratory and injunctive relief and reasonable attorneys' fees and costs under the FOIA;

WHEREAS, CBP subsequently produced documents and information in response to Plaintiffs' FOIA request;

WHEREAS, the Parties agree that there are no remaining disputes regarding the content of CBP's productions or searches for information 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 CBP, 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 CBP 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. CBP shall pay to Plaintiffs the sum of TWENTY THOUSAND DOLLARS ($20,000.00) (hereinafter, the "Settlement Payment") within 120 days after Plaintiffs provide to Defendant's counsel payment account and wire transfer details, or 120 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 CBP for attorneys' fees and costs arising out of this Action.

2. The Settlement Payment shall be made as follows: $20,000.00 shall be paid to the National Immigration Litigation Alliance, which agrees to pay the other Plaintiffs their share, if any, of the Settlement Payment.

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 CBP, 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 CBP 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.

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UNITED STATES CUSTOMS AND BORDER PROTECTION,

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Executed this 7th day of March, 2022

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Executed this 7th day of March, 2022