

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

NATIONAL IMMIGRATION LITIGATION
ALLIANCE,

Plaintiff,

v.

DEPARTMENT OF HOMELAND
SECURITY,

Defendant.

Civil Action No. 1:24-cv-13155-DJC

SETTLEMENT AGREEMENT

This agreement ("Agreement") is made by and between Plaintiff National Immigration Litigation Alliance ("Plaintiff") and Defendant Department of Homeland Security ("DHS" or "Defendant") (collectively, the "Parties"), and concerns the above captioned case (the "Action").

WHEREAS, on December 20, 2024, Plaintiff submitted its Freedom of Information Act request, seeking records "related to a July 10, 2024, letter from Representatives Mark E. Green and James Comer, in their capacities as Chairmen of the Committees on Homeland Security and Oversight and Accountability respectively, to DHS Secretary Alejandro Mayorkas relating to the Supreme Court's decision in *Loper Bright Enterprises v. Raimondo*, 144 S. Ct. 2244 (2024)."

WHEREAS, Plaintiffs filed a complaint on December 29, 2024, alleging DHS's failure to respond to the Request, and seeking declaratory and injunctive relief and attorneys' fees and costs under the FOIA;

WHEREAS, DHS conducted searches and processed located records for responsiveness and applicable FOIA exemptions;

WHEREAS, DHS produced records and information in response to the Request;

WHEREAS, Plaintiff no longer seeks to challenge the adequacy of DHS's

searches or any of the withholdings in the redacted records;

WHEREAS, the only outstanding issue in this case is Plaintiff's claim for attorneys' fees and costs, and the Parties have reached an agreement to resolve that claim and dispose of this matter without further litigation; 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 DHS, or the United States, or their present or former officials, employees, and/or agents, or as an admission of any fact(s) alleged by Plaintiff in connection with this Action or otherwise, and it is specifically denied that DHS is liable to the Plaintiff.

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. DHS shall pay to Plaintiff the sum of THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$3,500.00) (hereinafter, the "Settlement Payment") within 90 days after the later of (a) when Plaintiff provides to Defendant's counsel payment account and wire transfer details, and (b) the execution of this Agreement and filing of a Stipulation of Dismissal of this action with prejudice in full satisfaction of any claim by Plaintiff for expenses and costs in this Action. DHS's payment of the Settlement Payment shall constitute full and final satisfaction of any claims by Plaintiff for attorneys' fees and litigation costs in this matter and are inclusive of any interest. The Settlement Payment shall be made by electronic funds transfer, and counsel for Plaintiff will provide the

necessary information to Defendant's counsel to effectuate the transfer. Plaintiff hereby waives any and all claims against DHS for attorneys' fees and costs arising out of this Action.

2. The Settlement Payment shall be made as follows: \$3,500 shall be paid to 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 DHS 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 Request, including all claims for damages, attorney fees and other litigation costs that have been or could have been raised in this case.

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 Plaintiff and DHS 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 Eastern 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. Notices: 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 Plaintiff. This Agreement is executed without reliance upon any representation by Defendant as to tax consequences, and Plaintiff is 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.

Respectfully submitted,

Dated: May 15, 2025

PLAINTIFF

By their counsel,

/s/ Trina Realmuto

Trina Realmuto

Tomás Arango

National Immigration Litigation Alliance

10 Griggs Terrace

Brookline, MA 02446

(617) 819-4447

trina@immigrationlitigation.org

DEFENDANT

By its counsel,

LEAH B. FOLEY

United States Attorney

/s/ Shawna Yen

Shawna Yen

Assistant U.S. Attorney

U.S. Attorney's Office

1 Courthouse Way, Ste. 9200

Boston, MA 02210

(617) 784-3100