

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

IMMIGRANT LEGAL ADVOCACY PROJECT)
and AMERICAN CIVIL LIBERTIES UNION)
OF MAINE FOUNDATION,)

Plaintiffs,)

v.)

Case No. 2:21-cv-00066-JAW

U.S. IMMIGRATION AND CUSTOMS)
ENFORCEMENT,)

Defendant.)

SETTLEMENT AGREEMENT & RELEASE

Plaintiffs Immigrant and Legal Advocacy Project and American Civil Liberties Union of Maine Foundation (together, “Plaintiffs”) and Defendant United States Immigration and Customs Enforcement (“ICE” or “Defendant” and, together with Plaintiffs, the “Parties”), by and through undersigned counsel, hereby enter into this Settlement Agreement and Release (“Settlement Agreement”). The Parties agree as follows:

1. Defendant shall pay Plaintiffs twenty-five thousand eight-hundred seventy-eight (\$25,878.00) in full and complete satisfaction of Plaintiffs’ claims for attorney’s fees, costs, and litigation expenses under the Freedom of Information Act (“FOIA”) in the above-captioned matter. This payment shall constitute full and final satisfaction of any and all of Plaintiffs’ claims for attorney’s fees, costs, and litigation expenses in the above-captioned matter, and is inclusive of any interest. Payment shall be due to Plaintiffs one-hundred twenty (120) days from the date of this Settlement Agreement. Notwithstanding the foregoing sentence, Defendant shall use best efforts to make payment within ninety (90) days of this Settlement Agreement.


2. Upon execution of this Settlement Agreement, Plaintiffs hereby release and forever discharge Defendant and its 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 attorney's fees, costs, or litigation expenses in connection with the above-captioned litigation.

3. This Settlement Agreement is not confidential. However, the Parties acknowledge that this Settlement Agreement is entered into solely for the purpose of settling and compromising any remaining claims in this action without further litigation, and that the Settlement Agreement shall 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. The Parties further acknowledge that this Settlement Agreement shall not be construed as evidence or as an admission by Defendant regarding Plaintiffs' entitlement to attorney's fees and other litigation costs under the FOIA, or as evidence or as an admission by Plaintiffs as to the full amount of such fees and costs for which it would otherwise be entitled in this action. The Settlement Agreement shall not be used as evidence to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

4. This Settlement Agreement may be executed in counterparts on the Parties' behalf by their attorneys of record, and is effective on the date by which the Parties have executed this Settlement Agreement. Facsimiles and PDF versions of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

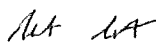
SO STIPULATED AND AGREED.
THIS 28th DAY OF September 2023.

DARCIE N. MCELWEE
United States Attorney

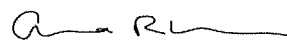


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