

SETTLEMENT AGREEMENT AND RELEASE

1. Plaintiff Christian Employers Alliance, and Defendants (United States Equal Employment Opportunity Commission (EEOC); Charlotte A. Burrows, in her official capacity as Chair of the EEOC; United States Department of Health and Human Services; Xavier Becerra, in his official capacity as Secretary of Health and Human Services; Office for Civil Rights of the United States Department of Health and Human Services (OCR); and Melanie Fontes Rainer, in her official capacity as Director of OCR), by and through their undersigned counsel, hereby enter into this Settlement Agreement as follows:

2. Defendants shall pay Plaintiff the amount of two hundred ten thousand U.S. dollars (\$210,000) in full and complete satisfaction of Plaintiff's claims for fees, costs, and litigation expenses in this civil action, *Christian Employers Alliance v. United States Equal Employment Opportunity Commission, et al.*, No. 1:21-cv-00195-DMT-CRH (D.N.D.) (the "Civil Action"). This payment shall constitute full and final satisfaction of any and all of Plaintiff's claims for fees, costs, and litigation expenses in the Civil Action, including all appellate proceedings, and is inclusive of any interest.

- a. Plaintiff directs that the payment of \$210,000 be made directly to Plaintiff's counsel, Alliance Defending Freedom, 15100 N 90th Street, Scottsdale, AZ 85260 (if mailed, please send "Attn: Amanda Duffy").
- b. The payment will be made by check consistent with the normal processing procedures and regulations of the U.S. Department of the Treasury, including offset.

3. Upon execution of this Settlement Agreement, Plaintiff hereby releases and forever discharges Defendants and their 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 claims for fees, costs, or litigation expenses in connection with the Civil Action.

4. Plaintiff or its counsel assume liability for any tax consequences that may arise from this Agreement. Compliance with all applicable federal, state, and local tax requirements shall be the sole responsibility of Plaintiff or its counsel. This Agreement is executed without reliance upon any representation by Defendants as to tax consequences, and Plaintiff or its counsel are responsible for the payment of all taxes that may be associated with the settlement payments. Further, nothing in this Agreement waives or modifies federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to this Agreement or the settlement proceeds, and this Agreement is executed without reliance on any representation by Defendants as to the application of any such law.

5. Plaintiff agrees to voluntarily dismiss without prejudice Counts II, IV, V, and VI of the First Amended Verified Complaint for Declaratory and Injunctive Relief in the Civil Action (the "Dismissed Claims"). Plaintiff and Defendants agree that within fourteen days of Plaintiff receiving the payment described in paragraph 2 of this Settlement Agreement, Plaintiff and Defendants will file a stipulation of voluntary dismissal of the Dismissed Claims in substantially the form of Exhibit A to this Settlement Agreement.

6. The parties acknowledge that this Settlement Agreement is entered solely for the purpose of settling and compromising fees, costs, and litigation expenses in this action without further litigation, and it shall not be construed as evidence or as an admission regarding any issue of law or fact, or as evidence or as an admission by Defendants, Plaintiff, or Plaintiff's counsel regarding Plaintiff's entitlement to, or the appropriate amount of, attorneys' fees and other litigation costs. This Settlement Agreement shall not be used in any manner to establish liability

or amount for fees, number of hours, or hourly rates in any other case or proceeding. Likewise, this Agreement may not be used as evidence or otherwise in any civil or administrative action or proceeding against Defendants or the United States or any of their present or former officials, employees or agents, either in their official or individual capacities, except for proceedings necessary to implement or enforce the terms hereof.

7. This Agreement contains the entire agreement between Plaintiff and Defendants as to attorneys' fees, costs, and other litigation expenses in the Civil Action and supersedes all previous agreements, whether written or oral, between the Parties relating to attorneys' fees, costs, and other litigation expenses in the Civil Action. No promise or inducement has been made except as set forth herein, and no representation or understanding, whether written or oral, that is not expressly set forth herein shall be enforced or otherwise given any force or effect in connection with the Agreement.

8. Plaintiff warrants and represents that no other action or suit with respect to the claims for attorneys' fees, costs, and other litigation expenses advanced in the Civil Action is pending or will be filed in or submitted to any other court, administrative agency, or legislative body other than future action, if necessary, to enforce the terms of this Agreement.

9. The terms of this Agreement may not be modified or amended, and no provision hereof shall be deemed waived, except by a written instrument signed by the Parties.

10. 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.

11. This Settlement Agreement, which may be executed in counterparts, shall be effective once it has been signed by all of the signatories identified below.

SO STIPULATED AND AGREED.

[SIGNATURE BLOCKS FOLLOW]

[REDACTED]

Dated: 8/9/2024

Christian Employers Alliance
Plaintiff
By Shannon O. Royce, President

[REDACTED]

Dated: 8/9/2024

Matthew S. Bowman
Senior Counsel
Alliance Defending Freedom
440 First Street NW, Suite 600
Washington, DC 20001
Counsel for Plaintiff

Dated: _____

Jeremy S.B. Newman
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
Washington, D.C. 20005

Counsel for Defendants

11. This Settlement Agreement, which may be executed in counterparts, shall be effective once it has been signed by all of the signatories identified below.

SO STIPULATED AND AGREED.

[SIGNATURE BLOCKS FOLLOW]

Christian Employers Alliance
Plaintiff
By Shannon O. Royce, President

Dated: _____

Matthew S. Bowman
Senior Counsel
Alliance Defending Freedom
440 First Street NW, Suite 600
Washington, DC 20001
Counsel for Plaintiff

Dated: _____

Jeremy S.B. Newman
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
Washington, D.C. 20005

Counsel for Defendants

Dated: _____

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
WESTERN DIVISION**

Christian Employers Alliance,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No. 1:21-cv-195-MDT-CRH
)	
United States Equal Employment)	
Opportunity Commission, <i>et al.</i>)	
)	
<i>Defendants.</i>)	
)	

STIPULATION OF DISMISSAL

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff Christian Employers Alliance and Defendants United States Equal Employment Opportunity Commission (EEOC); Charlotte A. Burrows, in her official capacity as Chair of the EEOC; United States Department of Health and Human Services; Xavier Becerra, in his official capacity as Secretary of Health and Human Services; Office for Civil Rights of the United States Department of Health and Human Services (OCR); and Melanie Fontes Rainer, in her official capacity as Director of OCR, by and through the undersigned counsel, hereby stipulate to the dismissal without prejudice of Counts II, IV, V, and VI of the First Amended Verified Complaint for Declaratory and Injunctive Relief (ECF No. 68). The parties further notify the Court that they have resolved the issue of Plaintiff’s attorneys’ fees and expenses.

Dated: _____, 2024

Respectfully submitted,

BRIAN M. BOYNTON
Principal Deputy Assistant Attorney General

MICHELLE R. BENNETT
Assistant Branch Director

/s/ Jeremy S.B. Newman

Jeremy S.B. Newman
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