

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Alex Berenson and the federal defendants named in their official capacities (the “Official Federal Defendants”)¹ in the lawsuit *Berenson v. Trump*, No. 23 Civ. 3048 (S.D.N.Y.), No. 25-2709 (2d Cir.) (the “action” or the “litigation”), through their undersigned counsel, are entering into this Agreement for the purposes of resolving this action in its entirety as between them, including any claim Plaintiff may have for an award of attorney’s fees and litigation expenses from the Official Federal Defendants pursuant to the Equal Access to Justice Act (“EAJA”), 28 U.S.C. § 2412.

- WHEREAS Plaintiff asserted in the litigation that the Official Federal Defendants violated the First Amendment of the United States Constitution by coercing Twitter to suppress and censor his disfavored, constitutionally protected speech regarding COVID-19 and the COVID-19 vaccines, specifically targeting him and causing him substantial injury, including his deplatforming from Twitter;
- WHEREAS the Official Federal Defendants recognize that the United States Government, by and through a formal Executive Order issued by President Donald J. Trump (cited and quoted below) has acknowledged and conceded that the Government did in fact violate the First Amendment by exerting substantial coercive pressure on social media companies such as Twitter to suppress disfavored speech like Plaintiff’s;
- WHEREAS on January 20, 2025, the President issued an Executive Order entitled “Restoring Freedom of Speech and Ending Federal Censorship,” 90 Fed. Reg. 8243 (Jan. 28, 2025) (the “Executive Order”);
- WHEREAS the Executive Order stated:²

“Over the last 4 years, the previous administration trampled free speech rights by censoring Americans’ speech on online platforms, often by exerting substantial coercive pressure on third parties, such as social media companies, to moderate, deplatform, or otherwise suppress speech that the Federal Government did not approve. Under the guise of combatting ‘misinformation,’ ‘disinformation,’ and ‘malinformation,’ the Federal Government infringed on the constitutionally protected speech rights of American citizens across the United States in a manner

¹ The Official Federal Defendants are Donald J. Trump, in his official capacity as President of the United States, and other defendants named in their official capacities in Paragraphs 30-33 of the Complaint in this action, ECF No. 1, and their successors, to the extent such successors exist. See Fed. R. Civ. P. 25(d); Fed. R. App. P. 43(c).

² Executive Order, § 1.

that advanced the Government’s preferred narrative about significant matters of public debate”;

- WHEREAS the Executive Order further declared³ that it is “the policy of the United States to:
 - (a) secure the right of the American people to engage in constitutionally protected speech;
 - (b) ensure that no Federal Government officer, employee, or agent engages in or facilitates any conduct that would unconstitutionally abridge the free speech of any American citizen;
 - (c) ensure that no taxpayer resources are used to engage in or facilitate any conduct that would unconstitutionally abridge the free speech of any American citizen; and
 - (d) identify and take appropriate action to correct past misconduct by the Federal Government related to censorship of protected speech”;
- WHEREAS the Executive Order further ordered⁴ that “[n]o Federal department, agency, entity, officer, employee, or agent may act or use any Federal resources in a manner contrary” to the policies set forth above;
- WHEREAS the Executive Order further called for⁵ “appropriate remedial actions” to be taken on the part of the Federal Government for censorship activities conducted by the Federal Government over the last 4 years;
- WHEREAS on July 21, 2025, the President issued a public statement declaring “Promises Made, Promises Kept”⁶ (“Promises Made, Promises Kept”), rightly and deservedly taking pride in his delivering on core campaign promises;
- WHEREAS in Promises Made, Promises Kept, the President specifically cited his campaign promise to “to bust up the censorship regime and bring back free speech again,” and specifically cited the Executive Order as delivering on that promise;
- WHEREAS Plaintiff and the Official Federal Defendants now desire to settle, compromise, and finally and forever resolve all matters, controversies, disputes, and claims that may exist relating to the subject matter of the litigation;

NOW, THEREFORE, Plaintiff and the Official Federal Defendants agree as follows:

³ Executive Order, § 2.

⁴ Executive Order, § 3(a).

⁵ Executive Order, § 3(b).

⁶ <https://www.whitehouse.gov/articles/2025/07/president-trump-has-kept-his-promises-and-then-some>

1. Plaintiff and the Official Federal Defendants do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions by any current or former federal office, employee, servant, or agent acting in an official capacity that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement (the “Agreement”).
2. The Official Federal Defendants shall pay to Plaintiff the sum of \$150,000.00 via electronic funds transfer. Plaintiff will provide the Official Federal Defendants’ counsel, within seven days of the execution of this Agreement, with all necessary information required to make the electronic funds transfer.
3. Plaintiff shall file a stipulation of dismissal with prejudice in this lawsuit, in substantially the form attached as Attachment A of this Agreement, physically signed by counsel for Plaintiff and the Official Federal Defendants.
4. Plaintiff hereby irrevocably releases all Official Federal Defendants, both entities and individuals, both formerly named and currently named, in an official capacity, from all claims Plaintiff may have against them, whether in equity or damages, that relate to or arise from, directly or indirectly, the events giving rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown. Plaintiff’s release as described above shall include, but is not limited to, all current and former federal defendants in their official capacities, named or unnamed, in the above-captioned action. Plaintiff’s release does not include former federal defendants in their individual capacities or any other defendant in the above-captioned action.
5. The payment described in paragraph 2 is in full and complete satisfaction of any and all claims for attorney’s fees, costs, and expenses incurred by Plaintiff in this action as

against the Official Federal Defendants, and is inclusive of any interest. Upon execution of this Agreement, Plaintiff hereby releases and forever discharges the Official Federal 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 in an official capacity from any and all past, present, or future claims for attorney's fees, costs, or litigation expenses in connection with this litigation. Consistent with this release, Plaintiff agrees not to file any motion for fees, costs, or litigation expenses from the Official Federal Defendants after the submission of the agreed-upon stipulation to the Court.

6. This Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of any particular defendant named in this litigation or any particular defendant's agents, servants, or employees. This 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, or as evidence of any admission by the Official Federal Defendants regarding Plaintiff's entitlement to attorney's fees and other litigation costs. Similarly, this Agreement is not, and is in no way intended to be, and should not be construed as an admission by Plaintiff that the Agreement reflects the full extent of Plaintiff's injuries or of damages which he claims he is entitled to recover as a result of the events giving rise to the above-captioned litigation. This Agreement is entered into by the parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation. Nothing in this Agreement prevents Plaintiff from pursuing Plaintiff's claims against the remaining defendants in the above-captioned action.

7. 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 any Official Federal Defendant as to tax consequences, and Plaintiff is responsible for the payment of all taxes that may be associated with payments related to this agreement. 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 any Official Federal Defendant as to the application of any such law.
8. The Agreement may be executed in counterparts, and is effective on the date by which both parties have executed this Agreement. Facsimiles and pdf versions of signatures will constitute acceptable, binding signatures for purpose of this Agreement.
9. The below-signed counsel are authorized to enter into this Agreement on behalf of their respective clients.

For Plaintiff:

For the Official Federal Defendants:

/s/ James R. Lawrence, III

/s/ Alyssa B. O'Gallagher

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ATTACHMENT A

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

Alex Berenson,

Plaintiff-Appellant,

v.

Donald Trump, President of the United States, in his official capacity, Robert Flaherty, Director of Digital Strategy at the White House, in his official capacity, Vivek H. Murthy, Surgeon General of the United States, in his official capacity, United States of America, Scott Gottlieb, M.D., former FDA Commissioner and member of the Board of Directors of Pfizer, Inc., Albert Bourla, Ph.D., D.V.M. Chief Executive Officer of Pfizer, Inc.,

Defendants-Appellees,

STIPULATION

Docket Number: 25-2709

The undersigned counsel for the parties stipulate pursuant to FRAP 42(b) that the above-captioned case is withdrawn with prejudice without costs and without attorneys' fees as to Appellees the United States and Donald Trump and the Surgeon General of the United States, to the extent those individuals are sued in their official capacities.

Date: May 11, 2026

Attorney for Official-Capacity Federal Appellees
Alyssa B. O'Gallagher, Assistant U.S. Attorney
U.S. Attorney's Office, Southern District of New York

Date: May 11, 2026

Attorney for Appellant
James R. Lawrence III
Envisage Law