

## SETTLEMENT AGREEMENT AND RELEASE

By and through their respective counsel, plaintiff Nicole Solas (“Plaintiff”) and defendant United States Secretary of Education Miguel Cardona, in his official capacity (“Defendant,” and collectively with Plaintiff, the “Parties”), hereby agree to settle and compromise the civil action captioned *Solas v. Cardona*, No. 24-3033 (D.D.C.) (the “Action”), under the terms and conditions set forth in this Settlement Agreement and Release (the “Agreement”).

1. As used herein, the following terms will have the following meanings:

- **Hidden/Unhidden:** At the time of this Action, X.com allows users to hide—and subsequently unhide—replies to the user’s own posts. The effect of hiding a reply is to remove the reply from the default public view and move it to a separate page that the public can choose to view, but that is not the default view. When a user unhides a reply that the user has previously hidden, that action returns the reply to the default public view.
- **Social Media Policies:** This phrase refers to both the internal and public-facing social media policies maintained by the U.S. Department of Education (the “Department”).

2. Within five business days of the complete execution of this Agreement, as defined in Paragraph 17 of this Agreement, the Department will unhide Plaintiff’s two replies dated September 17, 2024 at 3:47pm and September 19, 2024 at 6:20am under the @nicoletta0602 username, as identified in the Complaint, *see* ECF No. 2.

3. The Department will conduct an internal review of its existing Social Media Policies with a focus on ensuring compliance with the First Amendment (the “Review”). The Parties anticipate that the Review will take 6 months to complete.

- a. The Department retains discretion over the scope, manner, and outcome of such Review. Nothing in this Agreement shall be deemed to require the Review to result in any particular findings, conclusions, changes, amendments, recommendations, or adjustments to the Department’s existing social media policies.

- b. Any and all intermediary and final findings, conclusions, or recommendations of the Review shall remain internal to the Department unless otherwise subject to disclosure under federal law. That is, this Agreement shall not be construed so as to give Plaintiff the right to review or approve any aspect of the Review, including but not limited to its manner, method, findings, recommendations, or conclusions; provided, however, that the Department shall notify Plaintiff, through the undersigned counsel, when the Review is complete.
- c. The Parties anticipate that the Review will be completed in 6 months, but that any resulting changes or amendments to the Department's Social Media Policies may take longer to implement. The Parties agree that the Department will implement any changes as a result of the Review at its own discretion, and that no notice to Plaintiff or the public is required when implementing any changes.
- d. The Parties agree that any changes, modifications, or adjustments that result from the Review shall not be binding on the Department and that the Department retains discretion to further review, change, modify, eliminate, or otherwise adjust its social media presence and policies without notice to or approval from any party.

4. The Department will specify a process for members of the public to relay complaints regarding the Department's blocking, removing, editing, altering, or hiding of comments, replies, or other responses from members of the public on its social media accounts by emailing an existing, monitored email account (the "Complaint Process"). The relevant email account and instructions about the process for submitting a complaint will be posted publicly on the Department's Social Media Comment Policy webpage. The Department will also add an FAQ on this issue to its Contact Us page. The Department retains discretion over the method, manner, and function of the Complaint Process, and, except as set forth above, nothing in this Agreement shall be construed to require any specific action from the Department, or time to take action, as pertains to the Complaint Process or messages received via the Complaint Process. The Department retains discretion to terminate the Complaint Process if it reasonably determines that it is ineffective, underutilized, abused, or otherwise hinders the Department's mission. The

Department agrees that the Complaint Process will be optional to the public, and not create an exhaustion requirement that would preclude a member of the public from filing suit regarding the Department's social media policies or practices in the first instance. The Department shall take reasonable measures to ensure the Complaint Process is functional in an expeditious manner, and the Parties anticipate that this Complaint Process will become functional by fifteen (15) days after the complete execution of this Agreement, as defined in Paragraph 17 of this Agreement.

5. Within thirty days of the complete execution of this Agreement, as defined in Paragraph 17 of this Agreement, and the receipt of the information from Plaintiff set forth in Paragraph 6, the Department agrees to submit for payment \$2,180 in full and complete satisfaction of any claims by Plaintiff for attorneys' fees, costs, or expenses in this Action. This payment will constitute full and final satisfaction of any and all of Plaintiff's claims for attorneys' fees, expenses, and costs in the Action, and are inclusive of any interest.

6. The Department will pay the above amount by electronic transfer to an account at a financial institution designated in writing by Plaintiff. Plaintiff will provide Defendant's counsel the bank routing and account information for the account, and all additional information requested by Defendant as needed to process payments. After the Parties' execution of this Agreement and receipt from Plaintiff of the necessary routing and account information, the Department will promptly prepare and submit all required documentation for processing and disbursement of the payments set forth above.

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 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 Defendant as to the application of any such law.

8. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiff will file the notice of dismissal attached to this Agreement as Exhibit A within seven days of the complete execution of this Agreement as defined in Paragraph 17 of this Agreement.

9. Plaintiff hereby waives any and all claims that have been brought or could have been brought regarding any of the facts associated with this Action, including for attorneys' fees, expenses, and costs. This waiver of rights does not preclude Plaintiff from bringing future lawsuits regarding future action taken by Defendant after the date of the execution of this Agreement, and Defendant does not waive any objections to jurisdiction, merits, or otherwise regarding any such lawsuits.

10. This Agreement has been entered into by Plaintiff and Defendant solely for the purposes of compromising disputed claims without protracted legal proceedings and avoiding the expense and risk of such litigation. This Agreement is not intended and will not be deemed an admission by any Party of the merit or lack of merit of an opposing Party's claims or defenses. Without limiting the generality of the foregoing, this Agreement does not constitute, and will not be construed as, an admission of liability or fault on the part of Defendant or as an admission of any contested fact alleged by Plaintiff in connection with this Action or otherwise. The Parties do not intend for this Agreement to be used as evidence or otherwise in any civil or administrative action or proceeding against Defendant.

11. This Agreement contains the entire agreement between the Parties hereto and supersedes all previous agreements, whether written or oral, between the Parties relating to the subject matter hereof. 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 will be enforced or otherwise given any force or effect in connection herewith.

12. The terms of this Agreement may not be modified or amended, and no provision hereof will be deemed waived, except by a written instrument signed by the party to be charged with the modification, amendment, or waiver, or by such party's counsel.

13. 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 will not apply to the interpretation of this Agreement or any term or provision hereof.

14. The Parties acknowledge that Defendant is required to comply with various statutory requirements, and that nothing in this Agreement will require Defendant or any other party to take action that violates then-current statutory requirements or then-current requirements of regulations.

15. The Parties understand and agree that this Agreement, including all the terms and conditions of the compromise settlement herein, may be made public in its entirety.

16. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same agreement. A facsimile or other duplicate of a signature will have the same effect as a manually executed original.

17. Upon execution of this Agreement by all Parties hereto, this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, administrators, successors, and assigns.

18. 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.

19. This Agreement is effective when signed by all parties hereto.

For Plaintiff:



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*Counsel for Plaintiff Nicole Solas*

Dated: January 15, 2025

For Defendant:



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*Counsel for Defendant*

Dated: January 15, 2025

**EXHIBIT A**

UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF COLUMBIA

NICOLE SOLAS,

Plaintiff,

v.

MIGUEL CARDONA, *in his official capacity  
as Secretary of the United States Department  
of Education*

Defendant.

Case No.: 1:24-cv-03033-CRC

**NOTICE OF VOLUNTARY  
DISMISSAL PURSUANT TO FED. R.  
CIV. P. 41(a)(1)(A)(i)**

**NOTICE OF VOLUNTARY DISMISSAL PURSUANT TO FED. R. CIV. P. 41(a)(1)(A)(i)**

Plaintiff Nicole Solas files this notice of dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i).

Dated: MONTH DD, YYYY

Respectfully submitted,