

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

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HEALTHY FUTURES OF TEXAS,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND  
HUMAN SERVICES, et al.,

Defendants.

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Civil Action No. 18-CV-992 (KBJ)

**SETTLEMENT AGREEMENT AND RELEASE**

Plaintiff, Healthy Futures of Texas, Inc. ("Plaintiff"), and Defendants, U.S. Department of Health and Human Services and Alex M. Azar ("Defendants"), by and through their undersigned counsel, hereby enter into this settlement agreement as follows:

1. Defendants shall pay the amount of fourteen thousand, two hundred forty-two dollars and seventy-nine cents (\$14,242.79) in full and complete satisfaction of Plaintiff's claims for attorney's fees, costs and litigation expenses under the Equal Access to Justice Act ("EAJA") in the above-captioned matter. This payment shall constitute full and final satisfaction of any and all of Plaintiff's claims for attorney's fees, costs, and litigation expenses in the above-captioned matter, and is inclusive of any interest. This payment shall be made payable to Public Citizen Foundation and shall be transmitted within 90 days of the date of execution of this Settlement Agreement.

2. 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 past, present, or future claims for attorney's fees, costs, or litigation expenses incurred in connection with the above-captioned litigation.

3. The parties acknowledge that this Settlement Agreement is entered solely for the purpose of settling and compromising Plaintiff's demand for attorney fees, costs, and litigation expenses under the EAJA, without further litigation, and it shall not be construed as evidence or as an admission regarding any issue of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendants regarding Plaintiff's entitlement to attorney's fees and other litigation costs under the EAJA. This Settlement Agreement shall not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

4. This Settlement Agreement may be executed in counterparts, and is effective on the date by which both parties have executed the Agreement.

5. The undersigned Plaintiff's counsel represent and warrant that they have been authorized by Plaintiff to execute this Agreement on Plaintiff's behalf.

6. The undersigned Defendants' counsel represent and warrant that they have been authorized by Defendants to execute this Agreement on Defendants' behalf.

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For Plaintiffs:

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*Counsel for Plaintiff*

Dated: \_\_\_\_\_

For Defendants:

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*Counsel for Defendants*

Dated: 11/16/2018