

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

RONNY L. JACKSON, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, et al.,

Defendants.

No. 2:22-cv-241

SETTLEMENT AGREEMENT

I. BACKGROUND

On December 20, 2022, Plaintiffs Dr. Ronny Jackson, Stuart and Robbi Force, and Sarri Singer (“Plaintiffs”) filed a complaint, *Jackson v. Biden*, 2:22-cv-00241-Z, in the United States District Court for the Northern District of Texas (“Court”) against the President of the United States and the Secretary of State in their official capacities,¹ seeking declaratory and injunctive relief related to the Defendants’ alleged noncompliance with the Taylor Force Act, Pub. L. No. 115–141, div. S, title X, 132 Stat. 1143 (Mar. 3, 2018), codified at 22 U.S.C. § 2378c-1. In dismissing Defendants’ Motions to Dismiss, the Court found that it had jurisdiction over this matter. *See* Mem. Opinion and Order, ECF No. 38; Mem. Opinion and Order, ECF No. 58.

In 2018, Congress passed, and President Donald J. Trump signed, the Taylor Force Act, following the terrorist attack on and murder of veteran U.S. Army officer Taylor Force, a West Point graduate who served in Iraq and Afghanistan. Force was visiting Israel in 2016 as part of his education at Vanderbilt University when he was stabbed by Bashar Masalha, a Palestinian man from the West Bank. Masalha also wounded ten other individuals in the attack before he was ultimately killed by a responding force.

The Palestinian Authority, however, praised Masalha as a “heroic martyr” and rewarded his family with a monthly pension as part of its “Pay to Slay” program,

¹ Pursuant to Federal Rule of Civil Procedure 25(d), President Donald J. Trump and Secretary Marco A. Rubio are automatically substituted as parties to this action.

which offers significant and continued monetary benefits to individuals who commit terrorist acts within the State of Israel and to those individuals' families.

In passing the Taylor Force Act, Congress recognized that “[t]he Palestinian Authority’s practice of paying salaries to terrorists serving in Israeli prisons, as well as to the families of deceased terrorists, *is an incentive to commit acts of terror.*” *Id.* § 1002(1) (emphasis added). Congress further found that since FY 2015, annual appropriations legislation has mandated the reduction of Economic Support Fund aid to the Palestinian Authority because of its programs for acts of terrorism. *Id.* § 1002(4). Congress also noted that while the United States did not provide direct budgetary support to the Palestinian Authority, it did pay certain debts held by the Palestinian Authority, and it did fund programs for which the Palestinian Authority would have otherwise been responsible. *Id.* § 1002(2). In addition, Congress recognized that the United States supported community-based programs in the West Bank and Gaza that provide for basic human needs. *Id.* § 1002(3).

As enacted, the Taylor Force Act limits assistance for the West Bank and Gaza “under chapter 4 of part II of the Foreign Assistance Act of 1961 (22 U.S.C. 2346 et seq.; relating to Economic Support Fund)” if the assistance “directly benefits the Palestinian Authority,” *id.* § 1004(a), unless the Secretary of State certifies every 180 days that the Palestinian Authority, the Palestine Liberation Organization, and any successor or affiliated organizations:

- a. are taking credible steps to end acts of violence against Israeli and U.S. citizens that are perpetrated or materially assisted by individuals

under their jurisdictional control;

- b. have terminated payments for acts of terrorism against Israeli and U.S. citizens to any individual, after being fairly tried, who has been imprisoned for such acts of terrorism and to any individual who died committing such acts of terrorism, including to a family member of such individuals;
- c. have revoked any law, decree, regulation, or document authorizing or implementing a system of compensation for imprisoned individuals that uses the sentence or period of incarceration of an individual imprisoned for an act of terrorism to determine the level of compensation paid, or have taken comparable action that has the effect of invalidating any such law, decree, regulation, or document; and
- d. are “publicly condemning such acts of violence and are taking steps to investigate or are cooperating in investigations of such acts to bring the perpetrators to justice.”

22 U.S.C. § 2378c-1(a)(1)(A)–(D). This limitation on assistance, however, does not apply to payments made to the East Jerusalem Hospital Network, assistance for wastewater projects not exceeding \$5,000,000 in any one fiscal year, and assistance for any other program, project, or activity that provides vaccinations to children not exceeding \$500,000 in any one fiscal year. *Id.* § 2378c-1(b).

Since the passage of the Taylor Force Act, no Secretary of State has made the § 2378c-1(a)(1) certification. The Parties agree that the sole remaining issue in

Jackson v. Biden is the provision of assistance from the Economic Support Fund (“ESF”) for the West Bank and Gaza. They have negotiated this Agreement in good faith to ensure compliance with the Taylor Force Act and to avoid prolonging the litigation between the Parties. Defendants have agreed to fully comply with all applicable law, including the Taylor Force Act.

The Parties recognize that as a governmental entity, the Palestinian Authority is responsible for fulfilling certain governmental responsibilities, including providing infrastructure, roads, schools, and public health services. If the Palestinian Authority were to receive U.S. taxpayer funds, it could relieve the Authority of paying for its governmental obligations, thereby freeing up resources to pay terrorists and their families for acts of terror via the Palestinian Authority’s Pay to Slay program.

The Parties further recognize that implementation of this Agreement will ensure compliance with the Taylor Force Act, that this Settlement Agreement will avoid prolonged and complicated litigation between the Parties, and that this Settlement Agreement is fair, reasonable, in the public interest, and consistent with all applicable law.

II. PARTIES BOUND

1. This Agreement is binding upon Defendants, their officers, agents, and employees performing official duties.
2. In any action to enforce this Settlement Agreement, the Defendants may not raise as a defense the failure of any officer, contractor, grantee, or instrumentality of the Defendants to take any action necessary to comply with this Agreement. The

Defendants shall provide notice of this Agreement to all relevant agencies, contractors, grantees, or other instrumentalities.

III. DEFINITIONS

3. Terms not otherwise defined in this Settlement Agreement have the meanings assigned in the Taylor Force Act or in regulations promulgated by the Department of State. Whenever the terms set forth below are used in this Agreement, the following definitions apply for purposes of this Settlement Agreement:

- “TFA” means the Taylor Force Act, Pub. L. No. 115–141, div. S, title X, 132 Stat. 1143 (Mar. 3, 2018).
- “Settlement Agreement” or “Agreement” means this settlement agreement.
- “Defendants” means the President of the United States and the Department of State.
- “DOJ” means the United States Department of Justice.
- “Effective Date” means the date upon which the Stipulation of Dismissal is filed on the case’s docket.
- “DOS” means the United States Department of State.
- “ESF” means the Economic Support Fund operated by DOS, authorized by the Foreign Assistance Act of 1961, 22 U.S.C. § 2346 *et seq.*
- “Including” means “including but not limited to.”
- “Paragraph” or “¶” means a portion of this Agreement identified by an Arabic numeral or an upper- or lower-case letter.
- “Parties” means the Defendants and the Plaintiffs.
- “Section” means a portion of this Agreement identified by a Roman numeral.
- “Work” means all obligations of the Defendants under Section VI. Performance of the Work.

IV. OBJECTIVES

4. The objectives of the Parties in entering into this Agreement are to ensure ongoing compliance with all applicable law, including the TFA, by the Defendants through the resolution of the remaining ESF dispute.

V. PERFORMANCE OF THE WORK

5. The Parties agree that the Palestinian Authority's Pay to Slay terrorism program "*is an incentive to commit acts of terror,*"² and that Congress's purpose in enacting the TFA was to stop terrorism. The Parties therefore agree that the Settlement Agreement should be consistent with this congressional purpose.

6. Defendants agree to fully comply with all applicable law, including the TFA.

7. Defendants agree that, in deciding whether to approve any ESF assistance for the West Bank and Gaza, and in determining whether such assistance directly benefits the Palestinian Authority, the Secretary of State may delegate the Secretary's decision-making responsibility only to the following three individuals: Deputy Secretary of State, Deputy Secretary of State for Management and Resources, or the Under Secretary of State for Foreign Assistance, Humanitarian Affairs, and Religious Freedom, and the reviewing official shall take into account the following criteria: (1) the intended primary beneficiary or end user of the assistance, (2) whether the Palestinian Authority is the direct recipient of the assistance, (3) whether the assistance involves payment to Palestinian Authority creditors, (4) the extent of ownership or control the Palestinian Authority exerts over an entity or

² Pub. L. 115–141, title X, §1002(1) (Mar. 23, 2018) (emphasis added).

individual that is the primary beneficiary or end user of the assistance, and (5) whether the assistance or services provided directly replaces assistance or services provided by the Palestinian Authority. This provision does not extend to any certification under section 1004(a) of the Taylor Force Act.

VI. DISPUTE RESOLUTION

8. In the event a Party believes this Settlement Agreement or any of its requirements have been violated, such Party will notify the other Party in writing [if to Plaintiffs via America First Legal Foundation and if to Defendants via the United States Department of Justice Civil Division, Federal Programs Branch] of the specific concerns of possible noncompliance. Thereafter, the Parties will attempt to address concerns raised in good faith.

9. If the Parties are unable to reach a satisfactory resolution of the issue or issues raised within forty-five (45) days of the date the concerned Party provides notice to the other Party, either Party may seek judicial review of the dispute in the form of a breach of contract claim by filing with the Court and serving on the other Party a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) days of the conclusion of the forty-five (45) day dispute resolution period. The motion shall contain a written statement of the moving Party's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Settlement Agreement.

10. Unless otherwise specified in this Settlement Agreement, the Party seeking relief shall bear the burden of demonstrating that it is entitled to such relief under applicable principles of law.

11. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of either Party under this Settlement Agreement, unless and until final resolution of the dispute so provides.

VII. COVENANTS AND RESERVATIONS BY DEFENDANTS

12. For purposes of this Settlement Agreement, or any action to enforce this Settlement Agreement, Defendants consent to venue in this judicial district.

13. Defendants covenant and agree to perform all obligations required by this Settlement Agreement in good faith and in accordance with the terms and schedules set forth herein. Defendants further covenant to ensure that all federal agencies, departments, and officials making awards under the ESF comply with the terms of this Settlement Agreement.

14. This Settlement Agreement shall not be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement. The obligations imposed by this Settlement Agreement are specific to the claims and circumstances addressed herein.

15. Nothing in this Settlement Agreement shall be construed to limit, restrict, or waive the constitutional authority and responsibility of the executive branch to faithfully execute the laws of the United States. Defendants reserve all executive

powers and authorities not specifically addressed by the terms of this Settlement Agreement.

16. The entry of this Settlement Agreement and the performance of obligations hereunder shall not estop the United States government from taking any action it deems necessary and appropriate in its governmental capacity with respect to matters not specifically addressed by this Settlement Agreement.

VIII. COVENANTS & RESERVATIONS BY THE SETTLING PLAINTIFFS

17. Subject to the reservations set forth in Paragraph 18 below, Plaintiffs covenant not to sue or to take administrative action against Defendants pursuant to any federal or state law for any matters addressed by this Settlement Agreement or that could have been addressed by the claims asserted in the complaint in this action. This covenant shall take effect upon the Effective Date of this Settlement Agreement and is conditioned upon the satisfactory performance by Defendants of their obligations under this Settlement Agreement. This covenant not to sue extends only to Defendants, their officers, agents, and employees performing official duties, and does not extend to any other person.

18. Notwithstanding any other provision of this Settlement Agreement, Plaintiffs expressly reserve, and this Settlement Agreement is without prejudice to, all rights against Defendants with respect to the following matters:

- a. Liability for matters not addressed by this Settlement Agreement; and
- b. Claims arising from future violations of applicable law by Defendants.

IX. EFFECT OF SETTLEMENT

19. The Parties agree that this Agreement resolves the complaint in the above captioned case and that each side is to bear its own costs and attorneys' fees.

20. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement. Each of the Parties expressly reserves any and all rights, defenses, claims, demands, and causes of action that it may have against any person not a party to this Settlement Agreement.

21. If any provision of this Agreement is determined to be invalid by the Court, such determination shall not affect the validity of any other provision of this Agreement, each of which shall remain in full force and effect.

X. RECORDS

22. Defendants agree to preserve all records related to support given to the Palestinian Authority and any entities related to, working in, or having common cause with, the Palestinian Authority, West Bank, or Gaza between January 20, 2021 and January 20, 2025, for a period of seven years.

XI. TERM

23. This Settlement Agreement shall expire ten (10) years from its Effective Date.

XIII. MODIFICATIONS TO AGREEMENT

26. Nonmaterial modifications to any Section must be in writing and are effective when signed (including electronically signed) by the Parties. Material modifications to any Section must be in writing, signed (which may be electronically signed) by the Parties.

XIV. SIGNATORIES

27. The undersigned representatives of Defendants and the undersigned representatives of the Plaintiffs certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.

XV. INTEGRATION

28. This Agreement constitutes the entire agreement among the Parties regarding the subject matter of the Agreement and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Agreement.

XVI. FINAL JUDGMENT

29. Upon entry of this Agreement, the Parties will file a stipulation of dismissal pursuant to Rule 41(a)(1)(A)(ii).

SO STIPULATED AND AGREED this 19th day of May, 2026.

Julie Alexa Strauss

JULIE STRAUSS*
ROBERT A. CROSSIN*
America First Legal Foundation
611 Pennsylvania Ave SE #231
Washington, DC 20003
Phone: (540) 579-2283
julie.strauss@aflegal.org
bobby.crossin@aflegal.org

*Admitted *pro hac vice*

Counsel for Plaintiffs

BRETT A. SHUMATE
Assistant Attorney General
Civil Division

JEAN LIN
Special Litigation Counsel
Federal Programs Branch

Benjamin Kurland

Benjamin Kurland (May 19, 2026 20:30:00 EDT)

BENJAMIN S. KURLAND
Trial Attorney
U.S. Department of Justice
Civil Division
Federal Programs Bench
1100 L Street, NW
Washington, DC 20005
Phone: (202) 598-7755
ben.kurland@usdoj.gov

Counsel for Defendants