

# Exhibit 1

**SETTLEMENT AGREEMENT REGARDING PLAINTIFFS' REQUEST  
FOR AWARD OF FEES AND COSTS**

Plaintiffs and Defendants, by and through undersigned counsel, hereby agree to settle and compromise Plaintiffs' request for an award of attorneys' fees, costs, and expenses incurred up to and including September 26, 2024, pursuant to Section V.B of the Settlement Agreement, ECF No. 246-1, in the civil action captioned *Sweet v. Cardona*, No. 19-cv-03674-WHA (N.D. Cal.) (the "Civil Action"), arising from all of Defendants' material breaches of that agreement as of September 26, 2024, including failure to effectuate timely relief for class members who attended Exhibit C schools and members of Decision Group 1, under the terms and conditions set forth herein.

1. Defendants shall pay \$295,527 in full and complete satisfaction of Plaintiffs' claim for attorneys' fees, costs, and litigation expenses incurred up to and including September 26, 2024, based on all of Defendants' material breaches of the Settlement Agreement as of that date. Payment will be made by electronic funds transfer to the Project on Predatory Student Lending, on behalf of all Plaintiffs and all counsel for Plaintiffs. As soon as practicable following the execution date of this Agreement, Plaintiffs will provide Defendants with all necessary information required to make the electronic funds transfer, including: Plaintiffs' official name and mailing address; Payee Tax identification number, bank's name, and ABA (routing) number; and bank account number, account type, and DUNS number, if available.

2. After being provided full and complete payment instructions, the Department will effectuate the payment within 90 days of the receipt of such instructions. Payment may be made in more than one transfer. However, if, at the time that payment instructions are received, remaining appropriations for the Department are authorized for 120 days or fewer, then the Department shall effectuate payment within 90 days of the date that appropriations are reauthorized for a period of at least 180 days.

3. Upon execution of this Fees Agreement, Plaintiffs hereby fully and forever release and discharge Defendants, the United States, any department, agency, or establishment of the United States, and their present or former officials, employees, agents, successors, and assigns, in

1 their official and individual capacities, from any and all past, present, or future claims for  
2 attorneys' fees, costs, or litigation expenses incurred up to and including September 26, 2024, in  
3 connection with any alleged material breaches of the Settlement Agreement from January 28, 2023  
4 through the effective date of this Fees Agreement. Without limiting the generality of the foregoing,  
5 this release encompasses, resolves, and satisfies all claims for attorneys' fees and other litigation  
6 expenses in connection with all facets of the Settlement Agreement during that time period,  
7 including fees and/or expenses relating to any claims or causes of action that were or could have  
8 been raised in a motion to enforce pursuant to Section V of the Settlement Agreement.

9         4. This Fees Agreement has been entered into by Plaintiffs and Defendants solely for  
10 the purpose of settling and compromising potentially disputed claims for an award of attorneys'  
11 fees, costs, and expenses in the Civil Action without protracted legal proceedings and avoiding the  
12 expense and risk of litigation regarding such an award. Therefore, this Fees Agreement is not  
13 intended and shall not be deemed as evidence or an admission by any Party of the merit or lack of  
14 merit of an opposing Party's claims or defenses. Without limiting the generality of the foregoing,  
15 this Fees Agreement does not constitute, and shall not be construed as, an admission of liability or  
16 fault on the part of Defendants or the United States or their present or former officials, employees  
17 or agents, or as an admission regarding any issues of law or fact, including liability for fees,  
18 expenses, or costs pursuant to any applicable federal statute, or as an indication that Defendants'  
19 position or conduct in this litigation lacked substantial justification or otherwise was inappropriate.  
20 This Fees Agreement shall not be used in any manner to establish liability for fees, amounts, or  
21 hourly rates in any other case or proceeding. This Fees Agreement shall not be attached to any  
22 filing by Plaintiffs.

23         5. This Fees Agreement constitutes the entire agreement of the Parties, and no prior  
24 statement, representation, agreement, or understanding, oral or written, that is not contained herein  
25 will have any force or effect.

26         6. The terms of this Fees Agreement may not be modified or amended, and no  
27 provision hereof shall be deemed waived, except by a written instrument signed by the Party to be  
28 charged with the modification, amendment, or waiver, or by such Party's counsel.

7. The Parties acknowledge that this Fees Agreement constitutes a negotiated compromise. The Parties agree that any rule of construction under which any terms or latent ambiguities are construed against the drafter of a legal document shall not apply to this Fees Agreement.

8. This Fees Agreement may be executed in counterparts on the Parties' behalf by their attorneys of record, and is effective on the date by which both Parties have executed this Fees Agreement. Facsimiles and Adobe PDF versions of signatures shall constitute acceptable, binding signatures for purposes of this Fees Agreement.

SO AGREED.

For Defendants:

BRIAN D. NETTER  
Deputy Assistant Attorney General

MARCIA BERMAN  
Assistant Branch Director

 Digitally signed by  
STUART ROBINSON  
Date: 2024.11.05  
10:01:43 -05'00'  
STUART J. ROBINSON  
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Washington, DC 20005  
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For Plaintiffs:

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PROJECT ON PREDATORY STUDENT  
LENDING, INC.  
769 Centre Street, Suite 166  
Jamaica Plain, MA 02130  
Tel.: (617) 617-390-2669  
Fax: (617) 781-218-9625

Dated:

Dated:

Signature: 

Email: reisenbrey@ppsl.org

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# Sweet - Fees Settlement Agreement Signed

Final Audit Report

2024-11-05

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-11-05                                   |
| By:             | Rebecca Ellis (rellis@ppsl.org)              |
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## "Sweet - Fees Settlement Agreement Signed" History

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