IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

PRESIDENT DONALD J. TRUMP, *et al.*,

Plaintiffs,

v.

INTERNAL REVENUE SERVICE, *et al.*,

Defendants.

Case No. 26-cv-20609-WILLIAMS/LETT

MOTION FOR RELIEF FROM JUDGMENT OR ORDER, OR, IN THE ALTERNATIVE, FOR LEAVE TO APPEAR AS *AMICI CURIAE* BY THIRTY-FIVE FORMER FEDERAL JUDGES

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I. INTEREST OF MOVANTS/*AMICI CURIAE*

Movants are 35 former federal judges. A full list of Movants is listed in the attached Appendix. Movants are filing this motion because they have dedicated their professional lives to the administration of justice. The purported "settlement" that the parties never placed before this Court raises profound questions about the parties' candor toward the Court and manipulation of the judicial system, which threatens to undermine confidence in the administration of justice. As former judges, Movants have an interest in bringing to the Court's attention these concerns and the availability of relief under Rule 60 of the Federal Rules of Civil Procedure, which allows the Court to set aside the judgment and reopen the case.

Movants file directly under Rule 60 and in the alternative request leave to file as *amici curiae*. With respect to the former, the Eleventh Circuit has allowed that in "extraordinary circumstances," a non-party may raise a challenge of fraud on the court through Rule 60 even when the non-party's interests are not directly affected by the judgment. *See Kem Mfg. Corp. v. Wilder*, 817 F.2d 1517, 1521 (11th Cir. 1987). As explained below, the circumstances presented here are plainly extraordinary.

Alternatively, Movants seek leave to file as *amici*. The Court indisputably has the authority under Rule 60 to reopen a proceeding *sua sponte*. *See, e.g.*, *Fort Knox Music Inc. v. Baptiste*, 257 F.3d 108, 111 (2d Cir. 2001); 11 Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2870 (3d ed.). Should the Court take that route, Movants seek permission to file this brief as *amici* in the reopened matter. In either case, Movants ask the Court to exercise its authority under Rule 60 to set aside the judgment in this lawsuit, allowing the Court to resume its inquiry into whether there is an actual underlying case or controversy, or whether, to the contrary, this "case" that the parties purport to have "settled" is itself a fraud on the Court.

II. <u>INTRODUCTION</u>

On May 18, 2026, this Court dismissed this action with prejudice (ECF No. 62) in response to Plaintiffs' Notice of Voluntary Dismissal with Prejudice (the "Notice," ECF No. 52), filed earlier that day. The Court expressly noted in its Order dismissing the case that "the Notice does not reference any settlement or include a stipulation of settlement," and thus "there is no settlement of record."[1] The Court further noted that Defendants "neither submitted any settlement documents nor filed any documents ensuring that settlement was appropriate where there was an outstanding question as to whether an actual case or controversy existed."[2]

The Court was deceived. Despite Plaintiffs not having mentioned any settlement in their Notice, the Department of Justice ("DOJ") publicly announced a "settlement" of this action shortly after Plaintiffs filed their dismissal. That "settlement" commandeers the contrived sum of $1.776 billion from the United States Treasury, to be handed out to recipients chosen by a commission effectively controlled by the President.[3] The DOJ is calling this the "Anti-Weaponization Fund." The day after the "settlement" containing the Anti-Weaponization Fund was announced, the DOJ announced that it had subsequently agreed to release "any and all claims . . . whether presently known or unknown, that—as of the Effective Date of the Settlement Agreement—have been or could have been asserted by [the United States] against any of the Plaintiffs or related or affiliated individuals . . . or parties . . . by reason of, with respect to, in connection with, or which arise out of . . . any matters currently pending or that could be pending . . . before Defendants or other agencies or departments."[4] The plain language of this extremely broad provision sweeps in Internal Revenue Service ("IRS") audits of Plaintiffs' tax returns and all other claims the United States

[1] ECF No. 62 at 2.
[2] *Id.* at 2-3.
[3] *See* Ex. A, Settlement Agreement.
[4] Ex. B, Addendum to Settlement Agreement, at ¶ C.

might have against Plaintiffs—extraordinary benefits for which no consideration was provided to the government.[5]

The parties to this case are using this lawsuit as the legal justification for these actions. This is not speculation; the parties themselves have proclaimed it, repeatedly. For starters, the DOJ implemented all of the actions described above via a document expressly titled "Settlement Agreement," captioned with this case's caption, plus a three-paragraph addendum that references that "Settlement Agreement" in its first paragraph and in its third paragraph purports to "forever bar[] and preclude[]" the United States from pursuing claims that could have been asserted "by Defendants against any of the Plaintiffs" in this case.[6] The "Settlement Agreement" was signed by Associate Attorney General Stanley Woodward the same day Plaintiffs filed their Notice; in fact, Plaintiffs' filing of the Notice was expressly required by the "Settlement Agreement."[7] The addendum granting the extraordinarily broad releases to the President and his family and businesses was signed by Acting Attorney General Todd Blanche the next day, May 19.[8] Yet none of the parties filed either of these documents with the Court. In addition, shortly after announcing

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[5] *Id.*

[6] *See* Ex. A, Settlement Agreement; Ex. B, Addendum to Settlement Agreement.

[7] Ex. A, Settlement Agreement, at 5.

[8] *See* Ex. B, Addendum to Settlement Agreement. On its face, the creation of the Fund and the purported release violate established DOJ policies in many ways. The Justice Manual 4-3.400 requires that any compromise entered by the DOJ be "specifically limited to the immediate subject matter of the claim which was in fact compromised. In no case should a general release be issued to the debtor . . . ." It further provides that substantial settlements of claims under the Federal Tort Claims Act ("FTCA"), like the one here, "must receive explicit and advance approval through the Civil Division of the Department of Justice . . . . Requests are expected to demonstrate a thorough, thoughtful exploration of any issues relating to jurisdiction, liability, and damages, with the ultimate goal of ensuring that a proposed settlement is in the best interests of the United States." *Id.* 4-3.432; *see also* Ex. A, Settlement Agreement, at 1-2 (releasing President Trump's pending FTCA claims). The settlement is not limited to the claims in this lawsuit; the Department has issued a purported general release; and there is every reason to believe that the "thoughtful exploration" mandated by the Justice Manual has not occurred.

the "settlement," the Acting Attorney General issued an order creating the "Anti-Weaponization Fund."[9] That order—which references the "Settlement Agreement" in this case—explicitly identifies the Judgment Fund statute, 31 U.S.C. § 1304, under which Congress has authorized appropriations for payments of settlements against the United States, and 28 U.S.C. § 2414, which authorizes payments of "final" judgments against the United States including compromise settlements and "imminent" claims, as the statutory bases for the creation of the Anti-Weaponization Fund.[10] Payments purportedly made pursuant to these statutes in the absence of a genuine case or controversy are not authorized.

Movants submit that this "settlement" is a product of collusion and is itself a fraud on the Court. But the Court need not decide that ultimate issue now. At this juncture, Movants request only that the Court exercise its powers under Rule 60 to set aside its order ending the case based upon Plaintiffs' voluntary dismissal. That will allow the Court to commence an inquiry into whether the Court was deceived, including with respect to the existence of an underlying case or controversy and any purported arms-length negotiations undertaken to resolve it. As set forth below, this Court has the power under Rule 60 to determine whether there has been a "corruption of the judicial process itself," 11 Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2870 (3d ed.), and may set aside a judgment and reopen a case under Rule 60(d)(3), as well as other subsections of Rule 60, whether by this motion or *sua sponte*. Doing so will allow judicial review of the extraordinary—and historically unprecedented—circumstances presented by this litigation and by the collusive "settlement" that invokes this litigation as the legal justification for its terms.

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[9] *See* Ex. C, Anti-Weaponization Fund Order.
[10] *Id.* at ¶ G.

III. ARGUMENT

This Court may review the Notice and order of dismissal under Rule 60 and void them on multiple grounds. As an initial matter, a voluntary dismissal with prejudice is a final act subject to Rule 60 review. Non-parties, such as Movants, may seek Rule 60(d) relief, and even if they could not, this Court can issue relief under Rule 60 *sua sponte*. Regardless of the Court's path to review under Rule 60(d), the parties' hurried dismissal of this case, carried out to enact the unprecedented "settlement" before the Court could answer the critical "outstanding question as to whether an actual case or controversy existed,"[11] itself constitutes a fraud on the Court and on this proceeding, and thus should be set aside. Finally, even if the Court declines to set aside the dismissal as a fraud on the Court under Rule 60(d), it may do so *sua sponte* under Rule 60(b).

A. A Voluntary Dismissal with Prejudice Is Subject to Rule 60.

Plaintiffs' voluntary dismissal with prejudice under Rule 41(a)(1)(A)(i) is subject to review under Rule 60. Rule 60 provides for review of a "final judgment, order, or proceeding." Fed. R. Civ. P. 60(b); *see also* Fed. R. Civ. P. 60(d). A dismissal with prejudice "at any stage of a judicial proceeding, normally constitutes a final judgment on the merits which bars a later suit on the same cause of action." *Citibank, N.A. v. Data Lease Fin. Corp.*, 904 F.2d 1498, 1501-02 (11th Cir. 1990) (citation and internal quotation marks omitted). Thus, because they are akin to final judgments, courts have held that voluntary dismissals with prejudice are reviewable under Rule 60. *See, e.g.*, *Schmier v. McDonald's LLC*, 569 F.3d 1240, 1242 (10th Cir. 2009) ("A voluntary dismissal with prejudice operates as a final adjudication on the merits . . . and is thus a final judgment[.]" (cleaned up)); *Warfield v. AlliedSignal TBS Holdings, Inc.*, 267 F.3d 538, 541-42 (6th Cir. 2001) (reviewing a voluntary dismissal with prejudice under Rule 60); *Randall v. Merrill Lynch*, 820 F.2d 1317,

[11] ECF No. 62 at 3.

1320 (D.C. Cir. 1987) ("Rule 60(b) allows a court to relieve a party from a 'final judgment' for any reason justifying relief. Because the voluntary dismissal in this case operated as an adjudication on the merits, it was a 'final judgment' under Rule 60(b).").

Rule 60 review is still available even if—as Plaintiffs noted in the Notice—a Rule 41(a)(1) voluntary dismissal purportedly deprives the court of jurisdiction over the case. *See* ECF No. 52 at 1-2 (collecting cases). The Supreme Court reached that very conclusion last year in *Waetzig v. Halliburton Energy Servs., Inc.*, when it unanimously held that a voluntary dismissal (there, *without* prejudice) under Rule 41(a)(1)(A)(i)—the precise provision invoked by Plaintiffs in their Notice—was a "final judgment, order, or proceeding" subject to review under Rule 60. 604 U.S. 305, 307, 308 (2025).

B. Non-Parties May Move Under Rule 60.

Rule 60(d) is titled "Other Powers to Grant Relief" and provides that Rule 60 "does not limit a court's power to: (1) entertain an independent action to relieve a party from a judgment, order, or proceeding; (2) grant relief under 28 U.S.C. § 1655 to a defendant who was not personally notified of the action; or (3) set aside a judgment for fraud on the court." Fed. R. Civ. P. 60(d).

The Eleventh Circuit has long recognized that non-parties can bring a motion under Rule 60 based on fraud on the court, and further recognized that in "extraordinary circumstances," the non-party need not prove his or her "interests are directly affected by the final judgment[]" to do so. *See Kem*, 817 F.2d at 1521. *Kem* was decided before the 2007 amendments to Rule 60, and so addressed then-Rule 60(b), which at the time was where the relevant language—which provided that Rule 60 "does not limit the power of a court to entertain an independent action . . . to set aside a judgment for fraud upon the court"—was located. That language is now located in Rule 60(d),[12]

[12] This language was moved into subsection (d) as part of the 2007 amendments, which were "intended to be stylistic only." Fed. R. Civ. P. 60, advisory committee's note (2007).

but *Kem*'s holding regarding non-party standing to bring Rule 60 motions based on fraud on the court remains good law.

The Eleventh Circuit is not alone. In another pre-2007-amendments case, the Sixth Circuit found in *Southerland v. Irons*, 628 F.2d 978, 980 (6th Cir. 1980), that "Rule 60(b) by its own terms does not limit the court's power to set aside a judgment induced by fraud. Furthermore, a claim of fraud on the court may be raised by a non-party." Post-2007, the Tenth Circuit found that "an 'independent action' under Rule 60[d] may be brought by one who was not a party to the original action." *Wellington v. MTGLQ Investors, LP*, No. 23-2101, 2024 WL 1573948, at *2 (10th Cir. Apr. 11, 2024) (citation omitted) (nonprecedential); *see also Silverstein v. Silverstein*, No. 07-cv-4057, 2025 WL 3003328, at *3 (E.D. La. Oct. 27, 2025) (finding that "[c]ourts have interpreted Rule 60(d)(3) to mean that a claim of fraud on the court may be raised by a non-party" (citation omitted)).

This case is an "extraordinary circumstance[]" meriting non-party relief under *Kem.* As set forth above, the parties here dismissed this case before the Court could complete its inquiry into whether there was an actual case or controversy, and then cited their "settlement" of this case as the legal justification for looting the federal treasury of $1.776 billion dollars and purporting to release all possible federal claims against President Trump, his family, and his businesses. In other words, the parties used the proceedings before this Court as a legal pretext while trying to deprive this Court of the opportunity to determine whether this was a real case or controversy in the first place. To insist that only a party may challenge such a scheme under Rule 60 would be, in effect, to reward and immunize such collusion from judicial scrutiny, since the parties to such a scheme will obviously never challenge the fraud. That is not the law.

C. The Court *Sua Sponte* May Investigate Whether a Fraud Has Been Perpetrated on the Court.

Even if the Court declines to entertain a non-party motion under Rule 60, it has the authority to issue *sua sponte* relief where, as here, the parties have effectuated a fraud upon the Court. Rule 60(d) specifically states that it does not "limit a court's power to . . . set aside a judgment for fraud on the court," Fed. R. Civ. P. 60(d)(3), and the Supreme Court has long recognized that courts have certain inherent powers that cannot be displaced by statute or the Rules of Civil Procedure. *See, e.g.*, *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43 (1991). These inherent powers flow from "the nature of [the] institution" and "cannot be dispensed with . . . because they are necessary to the exercise of all others[.]" *United States v. Hudson*, 7 Cranch 32, 34 (1812). The court's inherent powers include, as relevant here, the power to vacate a judgment upon proof that it was procured by fraud, *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 245 (1944), or conduct an investigation to determine whether a fraud upon the court has been committed, *Universal Oil Products Co. v. Root Refining Co.*, 328 U.S. 575, 580 (1946) ("The inherent power of a federal court to investigate whether a judgment was obtained by fraud, is beyond question."). Thus, the Court has the authority to *sua sponte* invalidate the voluntary dismissal. As Wright and Miller explains:

> Although a party may bring the matter to the attention of the court, this is not essential, and the court may proceed on its own motion. The fact that there are no adversary parties on the claim of fraud on the court does not deprive the court of jurisdiction. Since the original judgment, by hypothesis, must have been given in a "case or controversy," the court continues to have ancillary jurisdiction to determine whether it has been the victim of a fraud.

11 Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2870 (3d ed.) (citations omitted).

As courts around the country have repeatedly held, the Court also has authority to void the voluntary dismissal *sua sponte* under Rule 60(b). *See McDowell v. Celebrezze*, 310 F.2d 43, 44

(5th Cir. 1962); *see also, e.g.*, *Fort Knox Music*, 257 F.3d at 111; *Kingvision Pay-Per-View Ltd. v. Lake Alice Bar*, 168 F.3d 347, 350-51 (9th Cir. 1999); *United States v. Jacobs*, 298 F.2d 469, 472 (4th Cir. 1961). One such court explained that, even though Rule 60(b) states that it must be initiated "on motion," it does not specify that such motion must be made by a party. *Kingvision*, 168 F.3d at 351. And consistent with the court's inherent powers, "[t]he rule need not necessarily be read as depriving the court of the power to act in the interest of justice in an unusual case in which its attention has been directed to the necessity for relief by means other than a motion." *Jacobs*, 298 F.2d at 472. Thus, this Court can, and should, entertain relief under Rule 60(b) *sua sponte*.

D. The Parties' Actions Constituted a Fraud on the Court that Merits Voiding the Dismissal Under Rule 60(d).

A court may set aside a judgment under Rule 60(d)(3) for a fraud on the court that "does or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases." *Affordable Aerial Photography, Inc. v. Ditommaso*, No. 22-80030-CV, 2023 WL 11796994, at *3 (S.D. Fla. Nov. 9, 2023) (quoting *Travelers Indem. Co. v. Gore*, 761 F.2d 1549, 1551 (11th Cir. 1985)); *see also In re Levander*, 180 F.3d 1114, 1119 (9th Cir. 1999) ("To constitute fraud on the court, the alleged misconduct must harm the integrity of the judicial process." (internal quotation and alteration omitted)); 11 Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2870 (3d ed.) ("The cases in which it has been found that there was, or might have been, a 'fraud upon the court,' for the most part, have been cases in which there was the most egregious conduct involving a corruption of the judicial process itself." (internal quotation marks omitted)).

Fraud on the court is established by clear and convincing evidence. *See, e.g., Booker v. Dugger*, 825 F.2d 281, 283 (11th Cir. 1987); *Kinnear-Weed Corp. v. Humble Oil & Ref. Co.,* 441 F.2d 631, 636 (5th Cir. 1971). Here, it is undisputed that this Court did not have the Settlement Agreement in front of it at the time Plaintiffs filed the Notice. The Settlement Agreement establishing the Anti-Weaponization Fund was not before the Court and the broad purported release of Plaintiffs' known and unknown liabilities was neither announced nor publicly released until after the case had been dismissed. It is also undisputed that Plaintiffs filed the Notice before the Court received briefing it had ordered regarding whether an actual case or controversy existed. In such circumstances, setting aside the Notice and reopening the case in order to determine whether an actual case or controversy existed is necessary to ensure that the parties have not corrupted the judicial process, and to prevent federal courts from providing cover to a collusive settlement. Indeed, the corruption of the judicial process is exactly what happened here. The parties have used this lawsuit—which was never an adversarial proceeding over which the Court even had jurisdiction—as a means to allow a "commission" controlled by the President to dole out $1.776 billion in taxpayer dollars without constitutional or congressional authority to do so, and to confer unlawful private benefits to the President and his family by purportedly prohibiting the United States from prosecuting any and all claims against them. And the parties have plainly tried to shield this conduct from necessary judicial scrutiny by short-circuiting this Court's inquiry into whether the lawsuit is in fact an actual case or controversy by filing the Rule 41(a)(1) Notice before they announced the "settlement"—clearly in hopes of preventing the Court from ever completing that inquiry, which, if it comes out against the parties, will undo their collusive "settlement."

The sequence of events that led to Plaintiffs' voluntary dismissal with prejudice makes this strategy self-evident. Shortly after the Court requested briefing on whether the Court had subject-

matter jurisdiction over this functionally non-adversarial proceeding, the government entered into a "settlement agreement" with Plaintiffs that required Plaintiffs to immediately dismiss this case (thus terminating the Court's "case or controversy" inquiry), and that purported to bind the United States to a stunningly broad release of potential claims and to pay billions of dollars before even trying to defend against Plaintiffs' claims. *See supra*; ECF No. 45 at 8–14. That the government has actively opposed nearly identical claims brought by different plaintiffs against the IRS only emphasizes the fraudulent nature of the "settlement" reached here. *See, e.g.*, *Safe Harbor Int'l, LLC v. IRS*, No. 25-cv-139, ECF No. 31, at 1 (D. Md. July 23, 2025) (government's motion to dismiss claim "for the unlawful inspection and disclosure of [plaintiffs'] return information"); *Griffin v. IRS*, No. 22-cv-24023, ECF No. 58 (S.D. Fla. Nov. 27, 2023) (government's motion to dismiss claim relating to disclosure of "return information" on ground that the discloser, Charles Littlejohn, was a contractor and thus "not an officer or employee of the IRS"). And the fact that the government never asserted even basic defenses, including that the claims were clearly untimely or that the alleged discloser here (Mr. Littlejohn, the same contractor as in *Griffin*) was not a government employee, only strengthens the conclusion that the litigation was collusive from the start and that its goal was to obtain legal authority for the purported "settlements."

Accordingly, because "[t]he parties' 'collusive' activity perpetrated a fraud on the judicial machinery itself, by fostering an appearance that the litigation involved adverse parties, when, in fact, it did not," the Court should void its prior dismissal and reopen the case to assess in due course whether a fraud occurred. *Whitmore v. Symons Int'l Grp., Inc.*, No. 1:09-cv-391, 2012 WL 1098631, at *9 (S.D. Ind. Mar. 30, 2012) (granting intervenor's Rule 60(d)(3) motion to set aside a judgment collusively procured by the parties and to reopen the case).

E. In the Alternative, the Court Should Void the Dismissal Under Rule 60(b).

If the Court is not inclined to void its prior dismissal under Rule 60(d), it should do so *sua sponte* under Rule 60(b), on multiple grounds. Both of the following provides ample basis for the Court to reopen this case.

First, Rule 60(b)(3) allows the Court to void a "final judgment, order, or proceeding" for "fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party." As discussed above, the parties' collusive dismissal and clandestine out-of-court settlement constitute a clear fraud on the court.

Second, Rule 60(b)(6), a catch-all provision, allows the Court to void its dismissal for "any other reason that justifies relief." While this provision only applies in "extraordinary circumstances," *BLOM Bank SAL v. Honickman*, 605 U.S. 204, 212–13 (2025), certainly the use of a collusive lawsuit to reach a settlement that includes the provision of billions of dollars in Treasury funds and grants the President and his family a release from any and all claims by the United States qualifies as such an "extraordinary circumstance." The unprecedentedly fraudulent scheme here more than warrants voiding the dismissal.

F. Reopening the Case Would Preserve the Status Quo.

Should the Court exercise its authority to reopen the case and hold additional proceedings, it would effectively preserve the status quo. Importantly, the Judgment Fund is only available for "final" settlements. 31 C.F.R. § 256.1(a)(1). A settlement premised on a dismissal that has been voided is not "final." Similarly, voiding the Notice and reopening the case would allow the Court to continue its jurisdictional inquiry. And, if the Court ultimately concludes that it did not have jurisdiction and dismissed the case on those grounds, such a dismissal would deprive the parties of their claimed justification for the settlement.

To be clear, the parties' settlement was not, and never will be, legally justified. That is because the Acting Attorney General's Order creating the Anti-Weaponization Fund identified the Judgment Fund, 31 U.S.C. § 1304, and the Attorney General's authority to enter "compromise settlements" under 28 U.S.C. § 2414, as the basis for the creation of the Anti-Weaponization Fund. Both of those authorities require the existence of a legitimate litigation and not, as here, one that is collusive, feigned, or fraudulent.

The DOJ is only allowed to enter "compromise settlements of claims"—such as this one—"for defense of imminent litigation or suits against the United States, or against its agencies or officials upon obligations or liabilities of the United States." 28 U.S.C. § 2414. And a feigned or collusive suit is not active or "imminent" litigation against the United States pursuant to which the DOJ is authorized to access the Judgment Fund and § 2414. *See* U.S. Gov't Accountability Off., GAO-08-978SP, 3 *Principles of Federal Appropriations Law* 14-35 (3d ed. 2008) (requiring that "[t]he agency must be confronted with a genuine disagreement or impasse" and "[t]here must be a legitimate dispute over either liability or amount"); 31 C.F.R. § 256.1(b) ("Fiscal Service requires that requests for payment identify the statute that forms the basis of the underlying claim. The award or settlement must comply with the statutory and regulatory requirements that authorize the award or settlement.").

But the Court need not decide those ultimate issues yet. As long as the Court appropriately exercises its authority to reopen the case, it would preserve the status quo and ensure that the "settlement" provisions cannot be carried out while the Court completes the inquiry that was derailed by the voluntary dismissal.

IV. CONCLUSION

For the foregoing reasons, the Court should set aside the Notice and order of dismissal and reopen the case for further proceedings.

LOCAL RULE 7.1(a)(3) CERTIFICATION

Counsel for Movants have made reasonable efforts to confer with all parties given the circumstances. In light of the extraordinary circumstances of this case, any conference would be futile. Nevertheless, counsel for Movants still provided the parties with notice, and sought their position, by emailing Plaintiffs' counsel and the Chief of the Civil Division for the United States Attorney's Office for the Southern District of Florida shortly before filing this motion on May 27, 2026.

May 27, 2026

Respectfully submitted,

/s/ Neal S. Manne

Neal S. Manne*
Justin A. Nelson*
Stephen Shackelford, Jr.*
Davida Brook*
Daniel J. Shih*
Zach Savage*
Glenn Bridgman*
Jillian Hewitt*
Nick Carullo*
Russell Rennie*
SUSMAN GODFREY L.L.P.^
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Telephone: 1-713-653-7802
Email: jnelson@susmangodfrey.com

Matthew J. Platkin*
Angela Cai*
Ravi Ramanathan*
Aaron E. Haier*
Conor Bradley*
PLATKIN LLP
413 Washington Ave.
Unit 174
Belleville, NJ 07109
Phone: (973) 561-1951
Email: mplatkin@platkinllp.com

Counsel for Movants / Amici Curiae Judge Michael Luttig (Ret.) and Judge Nancy Gertner (Ret.) only

Norman L. Eisen*
David W. Ogden*
Stephen A. Jonas*
DEMOCRACY DEFENDERS ACTION
600 Pennsylvania Ave. SE #15180
Washington, D.C. 20003
(202) 594-9958
Email: norman@democracydefenders.org

RIVERO MESTRE LLP
2525 Ponce de Leon Boulevard, Suite 1000
Miami, Florida 33134
Telephone: (305) 445-2500
Fax: (305) 445-2505
Email: arivero@riveromestre.com
Email: dtenjido@riveromestre.com

By: /s/ Andrés Rivero

Andrés Rivero
Florida Bar No. 613819
Daniela Tenjido-Eljaiek
Florida Bar No. 1031531

Counsel for Movants / Amici Curiae 35 Former Federal Judges

**Pro hac vice motions forthcoming*

^*primary office listed*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of May 2026, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which automatically serves all counsel of record for the parties who have appeared.

Pursuant to Southern District of Florida Local Rule 5.2(a), I further certify that I caused the foregoing to be served by certified mail, return receipt requested, on the following governmental entities who are defendants in this action or act as an entity which accepts service on behalf of the defendants in this action: (1) Internal Revenue Service, 1111 Constitution Avenue, NW, Washington, D.C. 20224; (2) United States Office of the Attorney General, 950 Pennsylvania Avenue, NW, Washington, D.C. 20530; and (3) Southern District of Florida United States Attorney's Office, 99 N.E. 4th Street, Miami, FL 33131. Service to these entities was made via mail pursuant to Federal Rule of Civil Procedure 5(b)(2)(C).

/s/ *Andres Rivero*
Andres Rivero

APPENDIX: LIST OF MOVANTS / *AMICI CURIAE*

Judge Michael Luttig, U.S. Circuit Judge, U.S. Court of Appeals for the Fourth Circuit (Ret.)

Judge Nancy Gertner, U.S. District Judge, District of Massachusetts (Ret.)

Chief Judge John W. Bissell, U.S. District Judge, District of New Jersey (Ret.)

Judge Geraldine Soat Brown, U.S. Magistrate Judge, Northern District of Illinois (Ret.)

Chief Judge Rubén Castillo, U.S. District Judge, Northern District of Illinois (Ret.)

Chief Judge U.W. Clemon, U.S. District Judge, Northern District of Alabama (Ret.)

Judge Susan E. Cox, U.S. Magistrate Judge, Northern District of Illinois (Ret.)

Judge Morton Denlow, U.S. Magistrate Judge, Northern District of Illinois (Ret.)

Judge David K. Duncan, U.S. Magistrate Judge, District of Arizona (Ret.)

Chief Judge Sheila Finnegan, U.S. Magistrate Judge, Northern District of Illinois (Ret.)

Judge Jeremy Fogel, U.S. District Judge, Northern District of California (Ret.)

Judge James C. Francis IV, U.S. Magistrate Judge, Southern District of New York (Ret.)

Judge Steven M. Gold, U.S. Magistrate Judge, Eastern District of New York (Ret.)

Judge A. Benjamin Goldgar, U.S. Bankruptcy Judge, Northern District of Illinois (Ret.)

Judge Paul W. Grimm, U.S. District Judge, District of Maryland (Ret.)

Chief Judge Robert Harlan Henry, U.S. Circuit Judge, U.S. Court of Appeals for the Tenth Circuit (Ret.)

Judge Thelton Henderson, U.S. District Judge, Northern District of California (Ret.)

Judge Richard J. Holwell, U.S. District Judge, Southern District of New York (Ret.)

Judge Ellen Segal Huvelle, U.S. District Judge, District of Columbia (Ret.)

Judge John E. Jones III, U.S. District Judge, Middle District of Pennsylvania (Ret.)

Judge Barbara M. G. Lynn, U.S. District Judge, Northern District of Texas (Ret.)

Judge Roanne L. Mann, U.S. Magistrate Judge, Eastern District of New York (Ret.)

Judge A. Howard Matz, U.S. District Judge, Central District of California (Ret.)

Chief Judge Paul Michel, U.S. Circuit Judge, U.S. Court of Appeals for the Federal Circuit (Ret.)

Judge Kathleen O'Malley, U.S. Circuit Judge, U.S. Court of Appeals for the Federal Circuit (Ret.)

Judge Brian Owsley, U.S. Magistrate Judge, Southern District of Texas (Ret.)

Judge Philip M. Pro, U.S. District Judge, District of Nevada (Ret.)

Judge Victoria A. Roberts, U.S. District Judge, Eastern District of Michigan (Ret.)

Judge Shira A. Scheindlin, U.S. District Judge, Southern District of New York (Ret.)

Judge Fern M. Smith, U.S. District Judge, Northern District of California (Ret.)

Judge John D. Tinder, U.S. Circuit Judge, U.S. Court of Appeals for the Seventh Circuit (Ret.)

Judge Ursula Ungaro, U.S. District Judge, Southern District of Florida (Ret.)

Judge T. John Ward, U.S. District Judge, Eastern District of Texas (Ret.)

Judge Mark L. Wolf, U.S. District Judge, District of Massachusetts (Ret.)

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 1:26-cv-20609-KMW

PRESIDENT DONALD J. TRUMP, et al.,

Plaintiffs,

v.

INTERNAL REVENUE SERVICE, et al.,

Defendants.

_______________________________________/

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT, TRUMP V. IRS (SDFL)

I. INTRODUCTION

This is a civil lawsuit ("the Case") brought by President Donald J. Trump, Donald J. Trump, Jr., Eric Trump, and The Trump Organization, LLC ("Plaintiffs") against the Internal Revenue Service ("IRS") and the U.S. Department of the Treasury ("Defendants") under 26 U.S.C. § 6103, 26 U.S.C. § 7431, and 5 U.S.C. § 552(a)(e)(10). In the interest of resolving the dispute between the parties, they hereby stipulate and agree as follows:

II. RECITALS

A. On January 29, 2026, Plaintiffs filed a complaint in the U.S. District Court for the Southern District of Florida, stating that a former IRS employee/contractor, Charles Littlejohn had illegally obtained access to, and illegally disclosed, Plaintiffs' tax returns and/or tax return information to media outlets in violation of the Internal Revenue Code and the Privacy Act. Counsel for Plaintiffs have indicated that, but for this settlement, they would intend to amend their complaint, including in order to likely add a putative class claim.

B. President Trump has also submitted two claims for relief pursuant to the Federal Tort Claims Act, based on the unlawful raid on Mar-a-Lago, in Palm Beach, Florida, in August of 2022, and the Russia-collusion hoax throughout his first term as President, and beyond (together, "the Pending Agency Claims"). Those claims are currently pending at the administrative level.

C. The conduct alleged in the Case and in the Pending Agency Claims is representative of the sustained use of the levers of government power by Democrat elected officials, political and career federal employees, contractors, and agents in order to target individuals, groups, and entities for improper and unlawful political, personal, and/or ideological reasons ("Lawfare" and "Weaponization"). Other well-known examples of Lawfare and Weaponization include the Biden Administration's abuse of the FACE Act, the Biden Administration's wrongful labeling of certain parents as domestic terrorists, and the IRS's targeting of groups based on improper ideological criteria.

D. To bring the Case and the Pending Agency Claims to a close FOREVER and FINALLY, the parties have determined to settle the Case and Pending Agency Claims, effective May 18, 2026 ("Effective Date").

III. RELIEF AND LEGAL AUTHORITY

A. As sole and complete relief for allegations in the Case and the Pending Agency Claims, Plaintiff President Donald J. Trump, and the other named Plaintiffs in the Case and in the Pending Agency Claims, will receive a formal apology from the United States, but will not receive any monetary payment or damages of any kind. *See Griffin v. IRS*, 1:22-cv-24023, S.D. Fla; WALL STREET JOURNAL, *The IRS Apologizes to Ken Griffin* (June 26, 2024), *available at* https://www.wsj.com/opinion/the-irs-apologizes-to-ken-griffin-citadel-tax-data-charles-littlejohn-propublica-d18b1917.

B. In exchange for the relief provided in this Settlement Agreement, and except as provided herein (e.g., the claims process described below), Plaintiffs hereby RELEASE, WAIVE, ACQUIT, and FOREVER DISCHARGE Defendants and the United States from, and are hereby FOREVER BARRED and PRECLUDED from prosecuting or pursuing, any and all claims, charges, counterclaims, causes of action, appeals, or requests for any relief, including injunctive, monetary, damages, tax payments, debt relief, costs, attorney's fees, expenses, and/or interest, that—as of the Effective Date—have been or could have been asserted by Plaintiffs in the Case or the Pending Agency Claims, by reason of, with respect to, in connection with, or which arise out of, matters in the Case or the Pending Agency Claims.

C. To provide a systematic process to hear and redress claims of others who, like Plaintiffs, state that they incurred harm from similar Lawfare and Weaponization, the Attorney General of the United States agrees to create "The Anti-Weaponization Fund," subject to the terms and limitations described herein.

IV. COMPOSITION AND OPERATION OF THE ANTI-WEAPONIZATION FUND

A. An accompanying order of the Attorney General, issued within 30 days of the Effective Date, shall establish funding and any other relevant requirements, rules, conditions, terms, and waivers, which shall be treated as incorporated herein. The Attorney General may also change the formal name of The Anti-Weaponization Fund by order. The corpus of The Anti-Weaponization Fund's funding does not represent the value of any current claim by Plaintiffs, but rather is based on the projected valuation of future claimants' claims, and accordingly the corpus of The Anti-Weaponization Fund's funding is not taxable income as to Plaintiffs, who receive no economic benefit from this Settlement Agreement.

B. The Anti-Weaponization Fund shall consist of five Members. Within 30 days of the Effective Date, the Attorney General shall issue an order appointing the Members, including the Chair of The Anti-Weaponization Fund, with such order being treated as incorporated herein. One of the Members shall be chosen in consultation with congressional leadership. The Members shall serve until The Anti-Weaponization Fund is concluded as described below, unless they resign or are removed by the President, who can remove any Member without cause. Any replacement shall be made by the same method as the initial appointment. A quorum is three Members. A majority of a quorum is authorized to take action.

C. Consistent with this Settlement Agreement, The Anti-Weaponization Fund shall have the power to determine its own procedures for submitting, receiving, processing, and granting or denying claims. *See In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico. on April 20, 2010*, No. 2:10-md-02179, ECF No. 1098 (E.D. La. Feb. 2, 2011). The Anti-Weaponization Fund may make those procedures public in whole or in part, in its discretion.

D. The Anti-Weaponization Fund shall have the power to issue formal apologies, issue monetary relief owed to claimants as a result of their legal rights, grant claims in whole or

in part, deny claims in whole or in part, defer review of claims, and receive and request evidence or other support for claims, including requesting information from, or consulting with, federal agencies.

E. On a quarterly basis, or otherwise as directed by the Attorney General, The Anti-Weaponization Fund shall provide to the Attorney General a confidential written report that includes the name and address of each claimant who has received any relief and if so, nature of such relief.

F. The Department of Justice, or a third-party contractor of the agency as designated by the Attorney General, may audit the claims submitted pursuant to this Agreement. The Department of Justice and/or any other government agency may, to the full extent permitted by law, make referrals for investigation or prosecution or prosecute or take other enforcement action to address any evidence of fraud.

G. The Anti-Weaponization Fund shall cease processing claims no later than December 1, 2028.

H. In the event that there is a balance remaining in The Anti-Weaponization Fund's account(s) after December 15, 2028, The Anti-Weaponization Fund shall transfer such balance before January 1, 2029, to the Department of Commerce, Interior, or another appropriate federal government account as designated by the President. *See, e.g.*, 43 U.S.C. §§ 1473, 1737(c); 15 U.S.C. § 1522.

I. The recipient of any relief from The Anti-Weaponization Fund will have sole responsibility to comply with their own applicable federal, state, and local tax requirements that arise as a result of this Settlement Agreement and any relief from The Anti-Weaponization Fund.

V. LIMITATIONS ON CLAIMS

A. Submission of a claim to The Anti-Weaponization Fund is voluntary. Claimants can include entities.

B. A claimant can choose whether to accept relief from The Anti-Weaponization Fund. If a claimant does so, the claimant must forgo all other relief, including judicial relief, whether previously asserted or not.

C. To be eligible for relief, a claimant must assert at least one legal claim stating that the claimant was a victim of Lawfare and/or Weaponization.

D. In evaluating claims, The Anti-Weaponization Fund shall consider the totality of the circumstances, including:

a. The strength of the claim and supporting evidence.
b. The claimant's actions.

c. The claimant's actual damages incurred as a result of the Lawfare and Weaponization.
d. Reasonable attorneys' fees paid by the claimant as a result of the Lawfare and Weaponization.
e. Any time the claimant spent in prison or otherwise in federal prison or custody as a result of the Lawfare and Weaponization.
f. Whether and to what extent the claimant has already obtained any form of relief for the Lawfare and Weaponization from any source.
g. Other factors The Anti-Weaponization Fund deems just and appropriate.

E. A claimant who already has a claim pending in court or administrative proceedings may be eligible for relief, subject to paragraph V.B.

F. The Anti-Weaponization Fund shall take reasonable steps to protect private personal and financial information submitted to them under this Settlement Agreement.

G. The Anti-Weaponization Fund shall impose controls and systems to avoid fraudulent claims.

VI. ENFORCEMENT

A. This Settlement Agreement is enforceable and challengeable solely by Plaintiffs, Defendants, and the United States.

B. Because the claims process is voluntary, there shall be no appeal, arbitration, or judicial review of claims, offers, or other determinations made by The Anti-Weaponization Fund. Denial by The Anti-Weaponization Fund, the pendency of a claim, or rejection of an offer by a claimant does not preclude a claimant from seeking judicial or other relief outside The Anti-Weaponization Fund process, if otherwise allowed by law.

VII. INTEGRATION AND COUNTERPARTS

This Settlement Agreement, including the accompanying orders by the Attorney General, constitutes the entire agreement of the Parties, and no prior statement, representation, agreement, or understanding, oral or written, that is not contained herein, will have any force or effect. This Settlement Agreement may be executed in counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

VIII. MODIFICATION

This Settlement Agreement may be modified only with the written agreement of the Parties.

IX. DUTIES CONSISTENT WITH LAW AND REGULATIONS

Nothing contained in this Settlement Agreement shall impose on Defendants or their agents, employees, or contractors any duty, obligation, or requirement, the performance of which would

be inconsistent with federal statutes. The Parties to this Settlement Agreement shall defend against any challenges to it in any forum.

X. SEVERABILITY

Should any provision of this Settlement Agreement be found by a court to be invalid or unenforceable, then the validity of other provisions of this Settlement Agreement shall not be affected or impaired, and such provisions shall be enforced to the maximum extent possible, including by modification by mutual agreement, if appropriate.

XI. DISMISSAL OF THE CASE AND WITHDRAWAL OF PENDING AGENCY CLAIMS

Plaintiffs agree to file a dismissal with prejudice of the Case under Rule 41(a)(1)(A)(i) on or before May 18, 2026. *See Am. Cyanamid Co. v. McGhee*, 317 F.2d 295, 297 (5th Cir. 1963). The parties further agree that by June 15, 2026, they will withdraw, terminate, and no longer pursue in any setting or forum the Pending Agency Claims.

SETTLEMENT AGREEMENT, TRUMP V. IRS (SDFL)

AGREED:

For Plaintiffs:

DATED: May 18, 2026

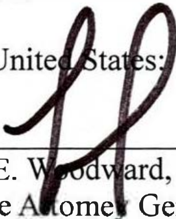
Daniel Z. Epstein, D.C. Bar No. 1009132
Epstein & Co. LLC
8903 Glades Rd, Ste A8 #2090
Boca Raton, FL 33434
E-mail: dan@epsteinco.co

Alejandro Brito, Florida Bar No. 098442
BRITO, PLLC
2121 Ponce de Leon Boulevard
Suite 650
Coral Gables, FL 33134
Office: 305-614-4071
Fax: 305-440-4385
Primary: abrito@britopllc.com
Secondary: apiriou@britopllc.com

Counsel to Plaintiffs President Donald J. Trump et al.

AGREED:

For the United States:



DATED: 05.18.26

Stanley E. Woodward, Jr.
Associate Attorney General
U.S. Department of Justice

AGREED:

For the Internal Revenue Service:

DATED: 5/18/26

Frank J. Bisignano
Chief Executive Officer
Internal Revenue Service

EXHIBIT B

Office of the Attorney General
Washington, D. C. 20530

May 19, 2026

A. The Settlement Agreement in *Trump v. Internal Revenue Service*, No. 1:26-cv-20609 (S.D. Fla.), has created the Anti-Weaponization Fund (the "Fund"). The Settlement Agreement directed the Attorney General to issue an order establishing funding and any other relevant requirements for the Fund.

B. Capitalized terms in this document shall have the same meaning as in the Settlement Agreement.

C. The United States RELEASES, WAIVES, ACQUITS, and FOREVER DISCHARGES each of the Plaintiffs from, and is hereby FOREVER BARRED and PRECLUDED from prosecuting or pursuing, any and all claims, counterclaims, causes of action, appeals, or requests for any relief, including injunctive relief, monetary relief, damages, examinations or similar or related reviews, appeals, debt relief, costs, attorney's fees, expenses, and/or interest, whether presently known or unknown, that—as of the Effective Date of the Settlement Agreement—have been or could have been asserted by Defendants against any of the Plaintiffs or related or affiliated individuals (including, without limitation, family or others filing jointly), or parties including trusts, parent, sister, or related companies, affiliates, and subsidiaries, by reason of, with respect to, in connection with, or which arise out of (1) any matters that were raised or could have been raised in the Case or the Pending Agency Claims; (2) Lawfare and/or Weaponization; or (3) any matters currently pending or that could be pending (including tax returns filed before the Effective Date) before Defendants or other agencies or departments.

Todd Blanche

Todd Blanche
Acting Attorney General

EXHIBIT C

Office of the Attorney General
Washington, D.C. 20530

May 18, 2026

A. The Settlement Agreement in *Trump v. Internal Revenue Service*, No. 1:26-cv-20609 (S.D. Fla.), has created the Anti-Weaponization Fund (the "Fund"). The Settlement Agreement directed the Attorney General to issue an order establishing funding and any other relevant requirements for the Fund.

B. Capitalized terms in this document shall have the same meaning as in the Settlement Agreement.

C. Within 60 days of the Effective Date, the United States shall provide the U.S. Department of the Treasury with all necessary forms and documentation to direct a payment of $1,776,000,000 to an account for the sole use by the Anti-Weaponization Fund ("Designated Account"). The corpus of the Anti-Weaponization Fund's funding does not represent the value of any claim by Plaintiffs, but rather is based on the projected valuation of future claimants' claims.

D. Once the funds are deposited into the Designated Account, the United States has no liability whatsoever for the protection or safeguarding of those funds, regardless of bank failure, fraudulent transfers, or any other fraud or misuse of the funds.

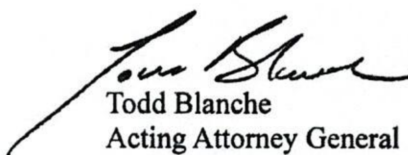
E. The funds deposited into the Designated Account may be used to pay for per diems, administrative services, funds, facilities, staff, travel, and other support services as may be necessary to carry out the mission of the Anti-Weaponization Fund. The Members of the Anti-Weaponization Fund shall serve as volunteers and gratuitous service providers, without any further compensation for their work on the Fund. They are allowed travel expenses, including per diem in lieu of subsistence, to the extent permitted by law.

F. None of the funds deposited or claimed shall be deemed to qualify for reimbursement by the Department of Justice to the Treasury or to the judgment fund.

G. Funding of the Anti-Weaponization Fund fully accords with longstanding authorities. The Automatic Payment of Judgments Act, ch. 748, § 1302, 70 Stat. 678, 694–95 (1956) (codified as amended at 31 U.S.C. § 1304), known as the Judgment Fund, established a permanent appropriation for the payment of settlements against the United States. The government may pay a settlement out of the Judgment Fund if: (1) the payment is not otherwise provided for; (2) the Secretary of the Treasury has certified the payment; and (3) the judgment is payable under one of several specified statutory provisions. *See Appropriate Source for Payment of Judgments and Settlements in United States v. Winstar Corp. and Related Cases*, 22 Op. O.L.C. 141, 153 (1998). Congress has provided for the payment of "final" judgments rendered against the United States, including "compromise settlements" and "imminent" claims. 28 U.S.C. § 2414.

H. Previous cases have been settled on similar terms. For example, in the *Keepseagle* litigation, the plaintiffs alleged improper behavior by the Department of Agriculture over a period of years, and the Obama Administration settled the case by establishing an

administrative claims process funded by $680,000,000 paid from the Judgment Fund, which was deposited into a bank account to fund the claims received. *Keepseagle v. Vilsack*, 102 F. Supp. 3d 306, 309 (D.D.C. 2015); *see also Garcia v. Vilsack*, No. 00–2445 (D.D.C.) & *Love v. Vilsack*, No. 00–02502 (D.D.C.).



Todd Blanche
Acting Attorney General