

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

ERIC JACKSON, ALARIC STONE, and)
MICHAEL MARCENELLE, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,)

v.)

MARKWAYNE MULLIN, in his official)
capacity as Secretary of Homeland Security, et al.,)

Defendants.)

Case No. 4:22-cv-00825-P

JOINT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and the parties' Settlement Agreement, the parties hereby stipulate to the dismissal with prejudice of this action and all of Plaintiffs' claims. A copy of the parties' Settlement Agreement is attached hereto.

Dated: April 15, 2026

Respectfully submitted,

/s/ Stephen M. Crampton

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SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of the Effective Date (as defined below) by and among Eric Jackson, Alaric Stone, and Michael Marcenelle (“Plaintiffs”) and Markwayne Mullin, Secretary of Homeland Security, Pete Hegseth, Secretary of War, Kevin Lunday, Commandant of the Coast Guard, and Brian Penoyer, Assistant Commandant for Human Resources of the Coast Guard, in their official capacities (“Defendants”) (collectively, the “Parties”).

On September 16, 2022, Plaintiffs filed a Class Action Complaint, motion for class certification, and motion for a temporary restraining order and preliminary injunction in the United States District Court for the Northern District of Texas (the “Court”), Case No. 4:22-cv-00825-P, alleging that Defendants’ denial of religious accommodations from its COVID-19 vaccination mandate violated the Religious Freedom Restoration Act, the First Amendment, and the Administrative Procedure Act (“Civil Action”). Civil Action Docket (“Dkt.”) Nos. 1, 4, 5.

In the interest of resolving Plaintiffs’ claims against Defendants without further litigation, the Parties hereby stipulate and agree as follows:

1. **Personnel Records.** The Coast Guard will review the Plaintiffs’ personnel records and remove (1) any CG-3307 (P&D-41 (series)) administrative remarks documenting a member’s decision to remain unvaccinated for COVID-19 and (2) Dr. Navarro’s memorandum. Plaintiffs understand and agree that the removal of such records from a service member’s record may foreclose that member from proving their eligibility in the future for relief related to their decision to remain unvaccinated for COVID-19, including relief ordered by the BCMR or by a federal court. Upon request by any service member who previously sought religious exemption from the COVID-19 vaccine requirement (“Covered Service Members”), the Coast Guard will review the Covered Service Member’s personnel records and remove (1) any CG-3307 (P&D-41 (series)) administrative remarks documenting a member’s decision to remain unvaccinated for COVID-19 and (2) Dr. Navarro’s memorandum. Upon such request, the Coast Guard will also provide instructions for the service member to retain documents requested to be removed for potential future use in obtaining further relief from the BCMR or federal court. The Coast Guard will accept requests from Plaintiffs and non-party Covered Service Members, for removal of these records and any other CG-3307 documenting a member’s vaccination status at any time after the Effective Date of this Agreement, and the Coast Guard will complete the removal within 60 days of such member’s request.

2. **ALCOAST.** Within one month of the Effective Date of this Agreement and again one year after the Effective Date of this Agreement, the Commandant of the Coast Guard will issue an internet-releasable ALCOAST general message re-emphasizing or otherwise declaring that:

a) The COVID-19 vaccination mandate was unlawful as implemented and an unfair, overbroad, and completely unnecessary burden on service members.

Settlement Agreement

b) The Coast Guard supports expressive activities, to include religious expression. Accommodation of sincerely held religious beliefs is a pillar of the Coast Guard's commitment to treating all service members with dignity and respect. The Coast Guard works to support each service member's religious practices to the broadest extent possible within the bounds of military readiness, unit cohesion, good order, discipline, health and safety. Discrimination on the basis of religion is contrary to the Coast Guard's core values of honor, respect, and devotion to duty.

c) Discrimination on the basis of religion is illegal discrimination. Members may consult the Coast Guard Civil Rights Manual, COMDINST M5350.4C dated May 2010, for more information.

d) In accordance with the Medical Manual, the COVID-19 vaccine is not a medical readiness requirement. As such, COVID-19 vaccination status shall not be considered in assessing individual service member readiness, suitability for assignment, or any other operational mission.

e) No Coast Guard member will consider another member's COVID-19 vaccination status, any allegation that the member violated an order to receive a COVID-19 vaccine, or the member's break in service (if any) resulting from the mandate in promotions, advancements, assignments, or other opportunities.

f) Medical or physiological conditions, including vaccination status, are prohibited comments in officer and enlisted evaluation reports.

g) Promotion and selection boards are prohibited from discussing medical information or any information beyond matters of record presented to the board or panel.

h) All CG-3307 (P&D-41 (series)) administrative remarks documenting a member's decision to remain unvaccinated with the COVID-19 vaccine have been removed from Coast Guard Military Human Resources Records for all Coast Guard members who decided to not receive the COVID-19 vaccination. Any record entries or consideration by boards or panels of a member's vaccination status, decision not to take the vaccine, allegation of disobeying an order to receive a COVID-19 vaccination, or separation during the COVID-19 mandate is prohibited.

i) Upon request by any member who requested a religious accommodation from the vaccination mandate, the Coast Guard will review that member's military personnel record and remove any remaining records documenting vaccination status and any disciplinary or adverse actions taken on the basis of non-compliance with the COVID-19 Vaccine Mandate, to include Dr. Navarro's memorandum. In the ALCOAST general message, the Coast Guard shall not use the phrase "failure to comply with the COVID-19 vaccine mandate," or similar phrasing. Instead, it shall use the phrase "decision to remain unvaccinated for COVID-19."

3. **Selection Board Instructions.** The Coast Guard will include language in selection board instructions, for at least five years, which already began in November 2025, stating that boards shall not consider adverse information related to COVID-19 vaccination status. The Coast Guard shall permit, but not require, members to explain gaps or deficiencies in their records resulting from unlawful discrimination on the basis of COVID-19 vaccination status via letters to the board, and shall permit board members to consider such letters to the benefit, but never the detriment, of such members.

4. **Support for Religious Expression.** Within three months of the Effective Date of this Agreement and for at least one year, the Coast Guard will post a statement of support for religious expression on its public website at <https://www.uscg.mil/Resources/Civil-Rights/>. Within three months of the Effective Date of this Agreement and for at least three years, the Coast Guard will post information on its public website informing service members of their right to request a religious accommodation.

a) The statement of support for religious expression shall read as follows: *The United States Coast Guard supports expressive activities, to include religious expression. Accommodation of sincerely held religious beliefs is a pillar of the Coast Guard's commitment to treating all service members with dignity and respect. The Coast Guard works to support each service member's religious practices to the broadest extent possible within the bounds of military readiness, unit cohesion, good order, discipline, health and safety. Discrimination on the basis of religion is contrary to the Coast Guard's core values of honor, respect, and devotion to duty.*

5. **RAR Data.** Within three months of the Effective Date of this Agreement and for at least three years, the Coast Guard will post data on its public website at <https://www.uscg.mil/Resources/Civil-Rights/> regarding religious accommodation requests for immunization requirements that have been approved and denied.

6. **Training.** The Coast Guard has conducted and will continue to conduct religious accommodation training, which will include the revised version of Commandant Instruction 1000.15 as discussed at Paragraph 7. Within six months of the Effective Date of this Agreement and for at least three years, the Coast Guard will include religious accommodation training as part of the Prospective Commanding Officer, Officer in Charge, Executive Officer, and Executive Petty Officer course; as part of the Journeyman personal qualification standards for judge advocates; and as part of the onboarding of new chaplains. The program will also be posted on the Coast Guard's public website and in the Coast Guard's Online World of Learning (CG OWL) for review by members making a religious accommodation request as well as supervisors, commanders, and others involved in the religious accommodation process. The Coast Guard will require existing chaplains to take the CG OWL training once. The Coast Guard will share the documents with Plaintiffs for their review and input, but the final content of the documents will be within the Department of Homeland Security's discretion.

7. **Instruction 1000.15.** The Coast Guard will amend Commandant Instruction 1000.15 as follows:

a) On page 3 at paragraph 10(a), the last sentence shall read (with new text underlined): “*The Coast Guard has a compelling interest in mission accomplishment at the individual, unit, and organizational levels, including such necessary elements of mission accomplishment as military readiness, unit cohesion, good order and discipline, and health and safety. In the context of a religious accommodation request, the question is whether application of the military policy, practice, or duty to the requesting service member is the least restrictive means of furthering of a compelling government interest.*”

b) On page 5 at paragraph 11(b)(2)(a) the sentence shall read (with new text underlined): “*The military policy, practice, or duty as applied to the individual is in furtherance of a compelling governmental interest; and*”

c) On page 5 at paragraph 11(b)(2)(b) the sentence shall read (with new text underlined): “*The policy, practice, or duty is the least restrictive means of furthering that compelling government interest with respect to the specific individual requesting the accommodation.*”

8. **DHS Memo.** After the first issuance of the ALCOAST detailed in Paragraph 2 above, the Department of Homeland Security will issue a memorandum matching, to the greatest extent possible, the Department of Defense memorandum dated May 7, 2025, available at https://www.defense.gov/Portals/1/Spotlight/2025/Guidance_For_Federal_Policies/Supplemental-Guidance-to-the-Military-Department-Discharge-Review-Boards-and-Boards-for-Correction-of-Military-Naval-Records.pdf. Specifically, the memorandum will state that the vaccination mandate was unlawful as implemented and an unfair, overbroad, and completely unnecessary burden on service members. The memorandum will also direct the Board of Correction of Military Records of the Coast Guard to exercise broad discretion in providing appropriate corrections to the records of service members and former service members who suffered harms resulting from the COVID-19 vaccine requirement. Service members who requested a religious accommodation to the COVID-19 vaccine requirement shall receive a decision and any necessary records corrections within the existing regulations and policies regarding timing of BCMR decisions.

9. **Coast Guard Cooperation.** The Coast Guard will fully cooperate with any internal review conducted by the Department of Homeland Security of the Coast Guard’s actions, policies, or practices related to the COVID-19 vaccinations.

10. **Intended Third-Party Beneficiaries.** The Parties expressly agree that all Covered Service Members are intended third-party beneficiaries of this Agreement. Each such member shall have the right to enforce the terms of the Agreement as if he or she were a party hereto. Nothing herein limits the ability of any Covered Service Member to pursue claims outside this Agreement or limits the rights of the Plaintiffs to enforce the Agreement.

11. **Release.** Except as specifically set forth herein, Plaintiffs hereby release and discharge the United States, Defendants, any department, agency or establishment of the United States, and their present or former officials, employees, successors, and agents, in their official and individual capacities, from any and all liabilities, claims, and causes of action, whether known or unknown, which are or may be based in whole or in part on any alleged act or omission associated with this case that occurred prior to the Effective Date of this Agreement, including but not limited to claims that have been raised or which could have been raised in the Civil Action (“Released Claims”).

12. **Attorneys’ Fees.** Defendants agree to pay the amount of \$750,000 within 30 days of the Effective Date of the Agreement or as soon thereafter as possible in satisfaction of Plaintiffs’ claims for attorney fees, costs, and expenses.

13. **Dismissal of Lawsuit.** Within seven days of the Effective Date of this Agreement, the Parties agree to file a joint stipulation dismissing with prejudice all of Plaintiffs’ claims under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) (“Stipulation”). The Parties agree that a copy of this Agreement will be attached to the Stipulation.

14. **Voluntary Execution.** By their signatures below, the Parties affirm that they have read and fully understand all the terms of this Agreement. Each signatory to this Agreement represents and warrants that the signatory is fully authorized to enter into this Agreement on behalf of the person(s) or entities indicated below, and has done so freely and voluntarily, without any degree of duress or compulsion.

15. **Entire Agreement.** This Agreement constitutes the full and complete understanding and agreement of the Parties with respect to the subject matter covered in it. There are no oral or written agreements between the Parties as to the subject matter of this Agreement that are not contained within this Agreement. No addition, deletion or amendment shall have any force or effect, except as mutually agreed to in a writing signed by all of the Parties.

16. **No Construction Against Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

17. **Governing Law.** Federal law will be the governing law in the event of any dispute between the Parties related to this Agreement.

18. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A portable document format (“.PDF”) signature, electronic image of a signature, or other duplicate of a signature shall have the same effect as a manually executed

original. Each Party agrees to take such actions to execute such additional documents as may be necessary or appropriate to fully effectuate and implement the terms of this Agreement.

19. **Effective Date.** This Agreement is effective as of the date on which the last Party executes it (“Effective Date” or “Effective Date of this Agreement”).

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFFS




Eric Jackson

09APR2026
Date

Alaric Stone

Alaric Stone

04/10/2026
Date



Michael Marsenelle

04/10/2026
Date

DEFENDANTS

Kathleen C. Jacobs

United States Department of Justice
Kathleen C. Jacobs
Trial Attorney
Federal Programs Branch

04/08/2026
Date

On Behalf of Defendants