

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ROBERT F. KENNEDY
HUMAN RIGHTS, *et al.*,

Plaintiffs,

v.

Case No. 25-cv-1774-JEB

DEPARTMENT OF STATE, *et al.*,

Defendants.

**NOTICE OF WITHDRAWAL OF
PLAINTIFFS' MOTION FOR DE-DESIGNATION**

Plaintiffs notify the Court that they withdraw their pending motion for de-designation, ECF No. 23. That motion concerned Defendants' confidentiality designation of a single document, Bates-stamped RFK Human Rights_0004–7. After the motion was fully briefed, Defendants agreed to produce a de-designated version of that document that includes only minimal redactions, attached here as Exhibit 1. Having now secured substantially the relief requested, Plaintiffs withdraw their pending motion. This withdrawal is without prejudice, as Plaintiffs reserve all rights to re-file a motion for de-designation in the event that the redacted information becomes material to this case at a later date.

Because this document has been de-designated, Plaintiffs respectfully propose that the filings related to their original motion for de-designation should be unsealed (with the attached, redacted version substituted for Exhibit 1 to the original motion). Now that the material at issue is no longer designated Attorney's Eyes Only, there is

no basis for the parties' discussion of that material to remain under seal and unavailable to the public. For similar reasons, Plaintiffs intend to file on the docket a revised redacted version of their pending motion for summary judgment, which will remove the redactions relating to this now de-designated document. *See* ECF No. 17 ¶ 3.

Dated: September 8, 2025

Respectfully submitted,

/s/ Jessica Anne Morton

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EXHIBIT 1

March 22, 2025

Ministry of Foreign Relations of El Salvador
Blvd. Cancillería , Calle El Pedregal, Antiguo Cuscatlan
La Libertad, El Salvador C.A

On behalf of the United States, I am pleased to inform you that, under the authority contained in the Foreign Assistance Act of 1961 (FAA), including sections 481 and 635 of that Act, the Government of the United States of America, through the Bureau of International Narcotics and Law Enforcement Affairs (INL), of the U.S. Department of State, hereby provides a sum of \$4,760,000 through this grant agreement for El Salvador's law enforcement and anticrime needs, which may include costs associated with the detention of members of the Foreign Terrorist Organization Tren de Aragua (TdA), whom El Salvador accepted from the United States. Your countersignature of this letter and the accompanying DS-1909 Federal Assistance Award coversheet acknowledges acceptance of these funds and your agreement to comply with the terms and conditions set forth in this letter.

On March 14, 2025, the Government of El Salvador (GOES) communicated its willingness to accept and house approximately 300 members of TdA removed for up to one year or until another decision is made on their disposition. The purpose of this grant is to provide funds to be used by Salvadoran law enforcement and corrections agencies for its law enforcement needs, which include costs associated with detaining the 238 TdA members recently deported to El Salvador.

The GOES shall not transfer any part of the funds provided under this grant to a third party or use funds for any purpose other than costs described above, subject to the terms and conditions identified in this grant agreement. Funds provided under this grant will be deposited into the GOES bank account using the following banking data:

U.S. Intermediate Bank: JP Morgan Chase Bank
BIC: CHASU33
ABA: [REDACTED]

Beneficiary Bank: Central Reserve Bank of El Salvador
BIC: CENRSVSS
Account Number: [REDACTED]

Final Bank: General Directorate of the Treasury
Account Number: [REDACTED]

Account: R DE H-DGT-ATENCIÓN A OTROS SERVICIOS

Additional terms and conditions of this grant are outlined in the attached Annex, which is incorporated into this letter by reference. The GOES further agrees to exercise due diligence to ensure compliance with section 620M of the FAA and Department of State policy, and to cooperate with the Department of State in the implementation of this requirement. At least 30 days prior to using these funds to provide assistance to any security force unit, the GOES agrees to identify such unit to the Department of State. The GOES agrees not to provide this assistance to any unit identified by the Department of State as prohibited under section 620M of the FAA.

The GOES agrees that no part of the funds provided by this grant will: a) be used in transactions with, or to provide resources or support to, individuals and organizations designated pursuant to Executive Order 13818 for being foreign persons who are current or former government officials, or persons acting for or on behalf of such an official, who are responsible for or complicit in, or have directly or indirectly engaged in corruption, including the misappropriation of state assets, the expropriation of private assets for personal gain, corruption related to government contracts or the extraction of natural resources, or bribery; or b) be used in transactions with, or to provide resources or support to, individuals and organizations associated with terrorism, including any individual or entity designated under United States Executive Order 13224 (a list of these names can be found on the following website <http://www.treasury.gov/ofac/downloads.sdnlist.pdf>), except as authorized under U.S. law or to support the detention of such individuals, including TdA members removed from the United States.

Further, GOES agrees that no part of the funds provided by this grant will be used in transactions with, or to provide resources or support to or through, a known drug trafficker in accordance with section 487 of the Foreign Assistance Act of 1961 (FAA).

The GOES will provide, within six months following the end of each calendar year, a comprehensive report of financial activity related to the funding provided through this agreement. The GOES will provide, upon request, additional reports of financial transaction-level activity related to the funding provided through this agreement as requested by the United States.

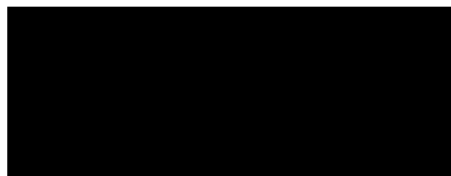
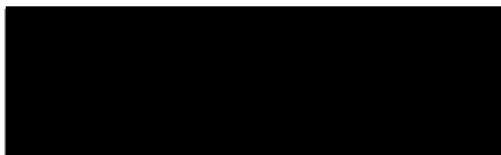
This agreement may be amended in writing if agreed to by both the Government of the United States and the Government of El Salvador.

The above agreement as memorialized in this letter is not an international agreement and any rights or obligations arising from it do not arise under international law. Any issue or dispute related to the agreement, including the legal obligations of the parties are to be

resolved solely through consultations between the Ministry of Foreign Relations of El Salvador and the Department of State. The Department of State does not assume liability for any third-party claims for damages arising out of this award.

Please counter-sign, as indicated below, and return this letter as soon as possible. Our receipt of this letter with your countersignature, indicating your acceptance of the terms and conditions of this letter, will serve as the official U.S. obligation of funds. The funds provided herein will be transferred to the GOES as soon as practicable following my receipt of your acceptance. The purpose of this grant, which is to support costs related to detention of members of TdA, will be met upon disbursement.

Sincerely,



Countersignature



Title

Date

Attachment: Annex – Additional Terms and Conditions

Annex – Additional Terms and Conditions

1. GOES agrees that none of the funds awarded under this agreement may be made available to encourage, mobilize, publicize, or manage mass-migration caravans towards the United States southwest border. Funds may not be made available for legal counseling on the United States asylum process, or for referrals to legal representation in the United States.
2. GOES agrees that funds may not be made available for legal counseling on the United States asylum process; and/or for referrals to legal representation in the United States.
3. GOES agrees that none of the funds awarded under this agreement may be made available for subawards, direct financial support, or otherwise used to provide any payment or transfer to United Nations Relief and Works Agency (UNRWA).
4. GOES agrees that none of the funds provided under this agreement may be used to lobby for or against abortion. The GOES agrees that none of the funds provided under this agreement may be used to pay for the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions.
5. GOES agrees that none of the funds awarded under this agreement may be used for any initiatives or programs, or any activities that do not comply with Executive Order 14173 titled Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By signing the letter, the Recipient certifies the following: 1) Its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and; 2) It does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws.