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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IMMIGRANT DEFENDERS LAW
CENTER, WESTERN STATE
COLLEGE OF LAW IMMIGRATION
CLINIC, PUBLIC COUNSEL, AND
ESPERANZA IMMIGRANT RIGHTS
PROJECT AT CATHOLIC
CHARITIES,

Plaintiffs,

v.

UNITED STATES IMMIGRATION
AND CUSTOMS ENFORCEMENT
AND UNITED STATES
DEPARTMENT OF HOMELAND
SECURITY,

Defendants.

No. CV 19-02058 CAS (AGR_x)

SETTLEMENT AGREEMENT

Plaintiffs Immigrant Defenders Law Center, Western State College of Law
Immigration Clinic, Public Counsel, and Esperanza Immigrant Rights Project at Catholic
Charities (collectively, “Plaintiffs”) and Defendants United States Immigration and
Customs Enforcement (“ICE”) and United States Department of Homeland Security

1 (“DHS”) (collectively, “Defendants” and together with Plaintiffs, the “Parties”), by and
2 through their respective counsel, hereby agree to settle and compromise each and every
3 claim of any kind, whether known or unknown, arising directly or indirectly from the
4 acts or omissions that gave rise to the above-captioned action, including related costs,
5 expenses, and attorneys’ fees. The Parties agree to the following terms:

6 1. Defendants shall pay Milbank LLP the amount of Fifteen Thousand Dollars
7 (\$15,000.00), pursuant to 5 U.S.C. § 552(a)(4)(E), which sum Plaintiffs agree to accept
8 as full and complete satisfaction of Plaintiffs’ claims for attorneys’ fees, costs, and
9 litigation expenses in the above-captioned matter, and is inclusive of any interest.

10 2. Defendants shall make payment of the total settlement amount, set forth in
11 Paragraph One (1) above, by electronic transfer of funds to Milbank LLP. Payment shall
12 be made within ninety (90) days of the execution of this Settlement Agreement.
13 Plaintiffs’ counsel has provided the necessary information for the electronic funds
14 transfer to the undersigned Assistant United States Attorney.

15 3. Upon the execution of this agreement, Plaintiffs hereby release and forever
16 discharge the United States, its agencies, departments, officers, employees, servants, and
17 agents, including Defendants, from any and all claims and causes of action that Plaintiffs
18 assert or could have asserted in this litigation, or which hereinafter could be asserted by
19 reason of, or with respect to, or in connection with, or which arise out of the specific
20 Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, request on which this action is
21 based or any other matter alleged in the Complaint, including, but not limited to, all past,
22 present, or future claims for attorneys’ fees, costs, or litigation expenses in connection
23 with the above-captioned litigation.

24 4. In consideration of the payment of the settlement amount and the other
25 terms of this Settlement Agreement, Plaintiffs shall immediately upon execution of this
26 agreement also execute a Stipulation of Dismissal with Prejudice pursuant to Federal
27 Rule of Civil Procedure 41(a), a copy of which is attached hereto as Exhibit A.

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1 5. The Stipulation of Dismissal shall dismiss, with prejudice, all claims
2 asserted in this action, or that could have been asserted in this action. This Settlement
3 Agreement is not, is in no way intended to be, and should not be construed as, evidence
4 or as an admission of liability or fault on the part of the United States, Defendants, their
5 agents, servants, employees, or officers, regarding any issue of law or fact, or regarding
6 the truth or validity of any allegation or claim raised in this action, or as evidence or as
7 an admission by the Defendants regarding Plaintiffs' entitlement to attorneys' fees and
8 other litigation costs under the FOIA.

9 6. Nothing in this Settlement Agreement shall constitute an admission that
10 Plaintiffs "substantially prevailed" in this action under 5 U.S.C. § 552(a)(4)(E). Records
11 produced to Plaintiffs under this Settlement Agreement were at the discretion of the
12 agency and shall not be construed as required by the FOIA. This Settlement Agreement
13 is entered into by the Parties solely for the purpose of compromising disputed claims in
14 this case and avoiding the expenses and risks of further litigation concerning Plaintiffs'
15 claims for attorneys' fees and litigation costs. This settlement agreement is non-
16 precedential with respect to any other proceeding involving either of the Parties,
17 including, but not limited to, any other FOIA action or administrative proceeding, and
18 shall have no effect or bearing on any pending or future request for records made by
19 Plaintiffs under the FOIA.

20 7. Compliance with all applicable federal, state, and local tax requirements
21 shall be the sole responsibility of the Plaintiffs. This Settlement Agreement is executed
22 without reliance upon any representation by Defendants as to tax consequences, and
23 Plaintiffs are responsible for the payment of any taxes that may be associated with the
24 settlement payments.

25 8. This Settlement Agreement contains the entire agreement between the
26 Parties hereto, and Plaintiffs acknowledge and agree that no promise or representation
27 not contained in this agreement has been made to it, and acknowledges and represents
28 that this Settlement Agreement contains the entire understanding between the Parties,

1 and contains all terms and conditions pertaining to the compromise and settlement of the
2 disputes referenced herein. No statement, remark, agreement, or understanding, oral or
3 written, that is not contained herein shall be recognized or enforced, nor does this
4 Settlement Agreement reflect any agreed upon purpose other than the desire of the
5 Parties to reach a full and final conclusion of the litigation and to resolve that suit
6 without the time and expense of further litigation.

7 9. The Parties agree that this agreement will not be used as evidence or
8 otherwise in any pending or future civil or administrative action against the United
9 States, Defendants, or any agency or instrumentality of the United States. The United
10 States expressly reserved the right to contest any hourly attorneys' fee rate sought in any
11 other case, and nothing contained herein is intended as an admission that any such rate is
12 reasonable under the FOIA or any other fee-shifting statute.

13 10. This agreement may be executed in two or more counterparts, each of
14 which shall be deemed to be an original and all of which together shall be deemed to be
15 one and the same agreement. A facsimile or other duplicate of a signature shall have the
16 same effect as a manually-executed original.

17 11. Upon execution of this agreement by all Parties hereto, this agreement shall
18 be binding upon and inure to the benefit of the Parties and their respective heirs, personal
19 representatives, administrators, successors, and assigns. Each signatory to this agreement
20 represents and warrants that he or she is fully authorized to enter into this agreement on
21 behalf of his or her client(s).

22 12. Execution of this agreement by counsel for the Parties and execution of the
23 Stipulation of Dismissal, attached hereto, shall constitute a dismissal of this action, with
24 prejudice.

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1 IN WITNESS WHEREOF, the Parties hereto, by and through their authorized
2 counsel, intending to be legally bound, have executed this agreement on the dates shown
3 below.

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5 Dated: July 26, 2020



ALEXANDRA ACHAMALLAH
Milbank LLP

7 JESSICA BANSAL
8 ACLU Foundation of Southern California

9 Attorneys for Plaintiffs
10 *Immigrant Defenders Law Center, Western
11 State College of Law Immigration Clinic,
Public Counsel, and Esperanza Immigrant
Rights Project at Catholic Charities*

12 Dated: July 24, 2020

13 NICOLA T. HANNA
14 United States Attorney
15 DAVID M. HARRIS
16 Assistant United States Attorney
17 Chief, Civil Division
18 JOANNE S. OSINOFF
19 Assistant United States Attorney
20 Chief, General Civil Section



MATTHEW BARRAGAN
Assistant United States Attorney

21 Attorneys for Defendants
22 *United States Immigration and Customs
23 Enforcement and United States Department of
24 Homeland Security*
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