

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement”) is entered into between plaintiffs Isidora Lopez-Venegas, Ana Maria Dueñas (a/k/a Ana Maria Sotelo Espinoza), Gerardo Hernandez-Contreras, Efrain Garcia-Martinez, Alejandro Serrato, Arnulfo Sierra (a/k/a Arnulfo Santana Herrera), Patricia Armenta (next friend of Martha Mendoza (a/k/a Martha Mendoza Armenta, Marta Mendoza, and Marta Mendoza Armenta)), Gorgonio Cabrera, Candelaria Felix (next friend of Yadira Felix), Coalition for Humane Immigrant Rights of Los Angeles, Pomona Economic Opportunity Center, and San Bernardino Community Service Center (“**Plaintiffs**”) and defendants Jeh Johnson, Secretary of Homeland Security; Gil Kerlikowske, Commissioner of U.S. Customs and Border Protection; Thomas Winkowski, Principal Deputy Assistant Secretary for U.S. Immigration and Customs Enforcement (“ICE”); Paul Beeson, Chief Patrol Agent for Border Patrol’s San Diego Sector; Gregory Archambeault, ICE San Diego Field Office Director; and David Jennings, ICE Los Angeles Field Office Director (all in their official capacities only) (“**Defendants**”) (Plaintiffs and Defendants collectively, “**Parties**,” or singularly, “**Party**”). Except as otherwise specified, defined terms shall have the meanings set forth in the Definitions and Recitals sections of this Settlement.

RECITALS

A. On or about June 4, 2013, Plaintiffs filed a complaint in the United States District Court for the Central District of California (“**Court**”) entitled *Lopez-Venegas, et al v. Napolitano, et al.*, Civil Case No. 13-cv-3972-JAK-PLAx (“**Action**”). Plaintiffs Isidora Lopez-Venegas, Ana Maria Dueñas (a/k/a Ana Maria Sotelo Espinoza), Gerardo Hernandez-Contreras, Efrain Garcia-Martinez, Samuel Nava (since voluntarily dismissed from the action) and Alejandro Serrato brought the Action in their individual capacities and seeking to represent a class of similarly situated persons. Plaintiff Yadira Felix, through her next friend Candelaria Felix, brought the Action in her individual capacity. Plaintiff Coalition for Humane Immigrant Rights of Los Angeles and Pomona Economic Opportunity Center brought the Action in their capacities as organizations alleging injury resulting from Defendants’ alleged misconduct. Plaintiffs asserted three claims for relief for alleged violations of (1) the Administrative Procedures Act, 5 U.S.C. § 551, et seq.; (2) the Immigration and Nationality Act, 8 U.S.C. § 1101, et seq.; and (3) the Fifth Amendment of the United States Constitution.

B. On July 1, 2013, Defendants filed a motion to transfer the Action to the United States District Court for the Southern District of California, which Plaintiffs opposed.

C. On September 11, 2013, Defendants filed a motion to dismiss the original complaint pursuant to Federal Rules of Civil Procedure 12(b)(1) for a lack of standing and 12(b)(6) for a failure to state a claim, which Plaintiffs opposed.

D. On October 2, 2013, Plaintiffs filed a First Amended Complaint (“FAC”). The FAC added as putative class representatives Arnulfo Sierra (a/k/a Arnulfo Santana Herrera) and Genaro Muñoz-Flores (since voluntarily dismissed from the case), as individual plaintiffs Gorgonio Cabrera and Martha Mendoza (a/k/a Martha Mendoza Armenta, Marta Mendoza, and Marta Mendoza Armenta), through her next friend Patricia Armenta, and as an organizational plaintiff the San Bernardino Community Service Center. Additionally, the FAC added a cause of action alleging a substantive due process violation with respect to Yadira Felix alone.

E. On October 31, 2013, Defendants withdrew their motion to change venue.

F. Additionally, on October 31, 2013, Defendants filed a motion to dismiss the FAC pursuant to Federal Rules of Civil Procedure 12(b)(1) for a lack of standing and 12(b)(6) for a failure to state a claim, which Plaintiffs opposed.

G. On November 5, 2013, plaintiffs Isidora Lopez-Venegas, Gerardo Hernandez-Contreras, Arnulfo Sierra, and Genaro Muñoz-Flores filed a motion for a preliminary injunction, which Defendants opposed. Plaintiff subsequently voluntarily withdrew Genaro Muñoz-Flores' request for a preliminary injunction.

H. On December 9, 2013, the Court heard oral argument on Defendants' motion to dismiss and the identified plaintiffs' motion for a preliminary injunction. On December 27, 2013, the Court issued an order granting and denying in part the motion to dismiss and denying the motion for preliminary injunction.

I. On January 9, 2014, plaintiffs Samuel Nava and Genaro Muñoz-Flores filed notices of voluntary dismissal of their claims.

J. On January 24, 2014, Defendants filed an answer to the FAC.

K. The Parties have engaged in months of discovery in this Action, including exchanging documents, taking depositions, and responding to written discovery requests. They have also sought resolution of certain discovery disputes before the Court.

L. On April 10, 2014, in an effort to reach a resolution of the Action, the Parties and representatives of the Parties attended an in-person settlement conference before the Honorable Paul L. Abrams, a Magistrate Judge from United States District Court for the Central District of California ("**Magistrate Judge**"). The Parties and representatives of the Parties participated in additional in-person settlement conferences before the Magistrate Judge on April 25, 2014, May 23, 2014, and June 10, 2014, which resulted in the Parties agreeing to settlement terms.

M. At all times, Defendants have denied and continue to deny any wrongdoing and deny that they committed, threatened, or attempted to commit, any of the wrongful acts or violations of law or duty that are alleged by Plaintiffs, and instead contend that Defendants have acted properly. Nonetheless, taking into account the uncertainty and risks inherent in litigation, Defendants have concluded that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement.

N. Representative Plaintiffs believe that Defendants violated the rights of individuals as alleged in their Complaint, and that they would be able to certify a class and prevail if this case proceeded to final adjudication. Nonetheless, Representative Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex actions, as well as the difficulties and delays inherent in such litigation. Based on their evaluation, Representative Plaintiffs and Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the best interests of the Class and agree to settle the claims raised in the Action upon the terms and conditions set forth in this Settlement Agreement.

O. Further, while the Individual and Organizational Plaintiffs believe that the claims asserted in the Complaint have merit, to obtain the benefits of the Settlement Agreement and avoid the costs and risks associated with continued litigation of the Action, the Individual and Organizational Plaintiffs concluded that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement.

P. Accordingly, it is now the intention of the Parties and the objective of this Settlement Agreement to settle and dispose of, fully and completely and forever, any and all claims and causes of action asserted in the Action.

AGREEMENT

Now, therefore, in light of the foregoing recitals, and the following terms and conditions, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. DEFINITIONS. The following section defines terms that are not defined above. Some definitions use terms that are defined later in this section:

1.1 The terms “*Agreement*” or “*Settlement Agreement*” mean this Settlement Agreement and Release, and all other documents attached hereto and/or incorporated by reference.

1.2 The term “*Approved Service Provider*” means (1) Plaintiffs’ Counsel, (2) persons employed by or affiliated with any of the Organizational Plaintiffs, and (3) up to twelve (12) other non-profit organizations, law school clinics, law firms and/or immigration practitioners, to be designated by Plaintiffs in one or more communications to Defendants.

1.3 The term “*Class Member*” means any person who meets the criteria for inclusion in the Settlement Class, regardless of whether that person files an application for class membership. However, a person is not a Class Member if: (1) Defendants deny his or her application for class membership and that decision is not otherwise reversed; or (2) Defendants deny him or her physical entry into the United States under § 2.2 of this Agreement.

1.4 The term “*Classwide Settlement*” means the settlement of the claims asserted by only the Representative Plaintiffs in the Complaint.

1.5 The term “*Class Period*” means the period starting June 1, 2009 and ending on the date of entry of the Preliminary Approval Order.

1.6 The term “*Complaint*” means the First Amended Complaint filed in this Action on or about October 2, 2013, unless otherwise stated.

1.7 The term “*Court*” means the United States District Court for the Central District of California.

1.8 The term “*Defendants’ Counsel*” means the attorneys from the United States Department of Justice who have appeared on behalf of Defendants, and have not withdrawn such appearance.

1.9 The term “*Fairness Hearing*” means the hearing at which the Court decides whether to approve the Classwide Settlement as being fair, reasonable, and adequate.

1.10 The terms “*Final Order Approving Classwide Settlement*” and “*Final Order*” means a proposed order approving the Classwide Settlement.

1.11 The term “*Final Settlement Date*” means two calendar days after the Final Order and Judgment become “final”. For the purposes of this paragraph, “final” means (a) if no appeal from the Final Order and Judgment is filed, the expiration of the time for the filing or noticing of any appeal from the Final Order and Judgment; or (b) if an appeal from the Final Order and Judgment is filed, and the Final Order and Judgment is affirmed or the appeal dismissed, and no petition for a writ of certiorari (“*Writ Petition*”) with respect to the appellate court’s judgment affirming the Judgment or dismissing the appeal (“*Appellate Judgment*”) is filed, the expiration of the time for the filing of a Writ Petition; or (c) if a Writ Petition is filed and denied, the denial of the Writ Petition; or (d) if a Writ Petition is filed and granted, the final affirmance of the Appellate Judgment or final dismissal of the review proceeding initiated by the Writ Petition.

1.12 The term “*Full Notice*” means the legal notice of the proposed Classwide Settlement terms (in English and Spanish), as approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Class Members under § 3.3. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.13 The term “*Internet Posting*” means a website set up by the Settlement Administrator for the purposes of providing the Class with notice of the proposed Classwide Settlement terms.

1.14 The term “*Individual*” means a natural person who is not a citizen or national of the United States.

1.15 The term “*Individual Plaintiffs*” means plaintiffs Martha Mendoza (a/k/a Martha Mendoza Armenta, Marta Mendoza, and Marta Mendoza Armenta) through her next friend Patricia Armenta, Gorgonio Cabrera, and Yadira Felix through her next friend Candelaria Felix.

1.16 The term “*Judgment*” means a proposed judgment in this Action that retains jurisdiction to enforce compliance with this Settlement Agreement. The judgment must be substantially similar to the form attached as **Exhibit E**.

1.17 The term “*Notice Plan*” means the plan for providing notice of the Classwide Settlement to members of the Settlement Class, which shall take a format substantially similar to the form attached as **Exhibit D**.

1.18 The term “*Organizational Plaintiffs*” means plaintiffs Coalition for Humane Immigrant Rights of Los Angeles, Pomona Economic Opportunity Center, and San Bernardino Community Service Center.

1.19 The terms “*Plaintiffs’ Counsel*” or “*Class Counsel*” mean the attorneys from the ACLU of San Diego & Imperial Counties, the ACLU of Southern California, the ACLU

Immigrants' Rights Project, and Cooley LLP who have appeared on behalf of the Representative Plaintiffs and have not withdrawn their appearance.

1.20 The terms "***Preliminary Approval and Provisional Class Certification Order***" and "***Preliminary Approval Order***" mean a proposed order preliminarily approving the Classwide Settlement and provisionally certifying the Class.

1.21 The term "***Qualifying Voluntary Return***" means any Voluntary Return that occurred within the Relevant Area during the period starting June 1, 2009, and ending on the date of the District Court's Preliminary Approval of the Classwide Settlement, on which a potential Class Member relies when applying to be a member of the Settlement Class.

1.22 The term "***Relevant Area***" means, with regard to Border Patrol, the geographic area covered by Border Patrol's San Diego Sector, and with regard to ICE, the geographic area covered by ICE's San Diego and Los Angeles Field Offices.

1.23 The term "***Representative Plaintiffs***" means plaintiffs Isidora Lopez-Venegas, Ana Maria Dueñas (a/k/a Ana Maria Sotelo Espinoza), Gerardo Hernandez-Contreras, Efrain Garcia-Martinez, Alejandro Serrato, and Arnulfo Sierra (a/k/a Arnulfo Santana Herrera).

1.24 The term "***Settlement***" means the settlement of the Action.

1.25 The term "***Settlement Administrator***" means Dahl Administration LLC.

1.26 The term "***Settlement Class***" means all Individuals who returned to Mexico pursuant to a Qualifying Voluntary Return, and who are described in both paragraphs (a) and (b) of this section:

- (a) Based on the facts as they existed at the time of his or her Qualifying Voluntary Return, the Individual:
 - (i) Last entered the United States with inspection prior to his or her Qualifying Voluntary Return and satisfied the non-discretionary criteria for submitting an approvable application to adjust status under 8 U.S.C. § 1255(a), based on a *bona fide* immediate relative relationship defined in 8 U.S.C. § 1151(b)(2)(A)(i);
 - (ii) Was the beneficiary of a properly filed Form I-130 Petition for Alien Relative based on a *bona fide* family relationship, which was pending or approved at the time of the Qualifying Voluntary Return;
 - (iii) Satisfied the non-discretionary criteria to apply for cancellation of removal under 8 U.S.C. § 1229b; or
 - (iv) His or her Qualifying Voluntary Return occurred on or after June 15, 2012, and at that time he or she satisfied the bulleted criteria for consideration for Deferred Action for Childhood Arrivals ("DACA") listed on page one of the June 15, 2012 memorandum from former Secretary of Homeland Security

Janet Napolitano; and

(b) At the time of application for class membership, the Individual:

- (i) Is physically present within Mexico; and
- (ii) Is inadmissible under 8 U.S.C. § 1182(a)(9)(B), due to his or her Qualifying Voluntary Return, except that this requirement does not apply to an Individual seeking recognition as a Class Member under § 1.26(a)(i) above.

1.27 The term “*Voluntary Return*” means the process by which an Individual in the custody of ICE or Border Patrol admits being unlawfully present in the United States, and returns to his or her country of citizenship or nationality under 8 U.S.C. § 1229c(a), in lieu of formal removal proceedings. This term does not include voluntary departure granted by an immigration judge during or at the conclusion of formal removal proceedings.

2. RELIEF FOR INDIVIDUALS, INCLUDING CLASSWIDE RELIEF.

2.1 Individuals Eligible for Relief. The following Individuals are eligible for the relief outlined in this section:

(a) Representative and Individual Plaintiffs:

- (i) Isidora Lopez-Venegas
- (ii) Ana Maria Dueñas (a/k/a Ana Maria Sotelo Espinoza)
- (iii) Gerardo Hernandez-Contreras
- (iv) Efrain Garcia-Martinez
- (v) Alejandro Serrato
- (vi) Arnulfo Sierra (a/k/a Arnulfo Santana Herrera)
- (vii) Martha Mendoza (a/k/a Martha Mendoza Armenta, Marta Mendoza, and Marta Mendoza Armenta)
- (viii) Gorgonio Cabrera
- (ix) Yadira Felix
- (x) Candelaria Felix (next friend of Yadira Felix)

(b) All Class Members.

2.2 Settlement Relief for Individuals.

(a) Defendants agree to facilitate processing of the Individuals identified in § 2.1 at

the San Ysidro Port of Entry.

(b) Time Limitations.

- (i)** For the Representative and Individual Plaintiffs, processing at the port of entry shall occur at a time of the Individual's choosing, between 7:00 a.m. and 7:00 p.m., no later than thirty (30) days after the date that this Agreement is executed by the Parties. Plaintiffs' Counsel shall provide Defendants' Counsel with the date and approximate time that each Individual Plaintiff plans to present at the port of entry at least 48 hours in advance.
 - (ii)** For Class Members, processing at the port of entry shall occur at a time of the Individual's choosing, between 7:00 a.m. and 7:00 p.m., no later than forty-five (45) days after written notification by electronic mail is provided by Defendants to Plaintiffs' Counsel that the Individual qualifies as a Class Member, or no later than forty-five (45) days after Plaintiffs' Counsel receive written notice of any judicial determination that the Individual qualifies as a Class Member, whichever is later. Plaintiffs' Counsel shall make reasonable efforts to learn the date and approximate time that each Class Member plans to present at the port of entry in advance of such Class Member's presentation. When Plaintiffs' Counsel learns of such information, Plaintiffs' Counsel shall provide that information to Defendants' Counsel, and, to the extent possible, shall endeavor to do so at least 72 hours in advance.
 - (iii)** The failure of any Representative Plaintiff, Individual Plaintiff, or Class Member to present himself or herself at the port of entry for processing within the applicable time period set out in §§ 2.2(b)(i) or 2.2(b)(ii) shall constitute a waiver of that Individual's claim to relief under this Agreement. If Defendants are unable to inspect or process an Individual on the day that he or she presents himself or herself at the port of entry, the Individual shall be allowed up to ten (10) additional days or to the end of the applicable time period, whichever is later, to again present himself or herself at the port of entry for inspection and processing.
- (c)** Upon a Representative Plaintiff's, Individual Plaintiff's, or Class Member's arrival at the port of entry, Defendants shall inspect the Individual and process him or her as an applicant for admission to the United States. A Representative Plaintiff, Individual Plaintiff, or Class Member may be permitted physical entry into the United States via admission, parole, or placement in removal proceedings. With regard to this single port of entry processing event only, Defendants agree not to invoke either (1) 8 U.S.C. § 1225(b)(1)(A)(i) based on 8 U.S.C. § 1182(a)(7) or (2) 8 U.S.C. § 1225(b)(2)(C) for any Individual who presents at the port of entry in accordance with the terms of this Agreement. With regard to this single port of entry processing event, Defendants shall not

invoke 8 U.S.C. § 1225(b)(1)(A)(i) solely based on Individual Plaintiff Martha Mendoza's previous applications for admission into the United States on or about August 23, 2013 and September 2, 2013.

- (d) If a Representative Plaintiff, Individual Plaintiff or Class Member is not permitted physical entry, he or she shall not be bound by this Agreement and shall not thereafter be considered a Class Member. In any such case, Defendants' counsel shall notify counsel for Plaintiffs by electronic mail of Defendants' decision not to allow physical entry as soon as practicable and include any known contact information and alien number for the Individual.
 - (i) If a Representative Plaintiff, Individual Plaintiff, or Class Member is denied physical entry, Plaintiffs' counsel may dispute that decision by sending a written statement to Defendants' counsel requesting to meet and confer regarding the matter. If the dispute is not otherwise resolved, counsel for the parties shall meet and confer telephonically and/or in person, in a good faith effort to resolve any dispute regarding the denial of physical entry. The meeting of counsel shall occur within thirty (30) days of Defendants' counsel's receipt of Plaintiffs' written statement, unless the parties otherwise agree.
 - (ii) If the meet-and-confer process does not resolve a dispute regarding the denial of physical entry to an Individual who otherwise qualifies for relief under this section of the Agreement, that Individual is not bound by this Agreement and may seek to challenge his or her Voluntary Return through separate litigation. In any such litigation, if Defendants rely on laches or any statute of limitations as a defense, Defendants agree that the statute of limitations shall be considered tolled during the time period between Plaintiffs' filing of this Action and the conclusion of the meet-and-confer process, and that such time period shall not count against the Individual as delay for purposes of laches. The dispute resolution procedures described elsewhere in this Agreement shall not apply to an Individual's challenge to the denial of physical entry.
- (e) After processing, if an Individual is allowed to physically enter the United States, Defendants agree to treat the Individual as if he or she occupies the same position that he or she occupied immediately prior to the Qualifying Voluntary Return for the purposes of evaluating:
 - (i) Whether he or she is inadmissible under 8 U.S.C. § 1182(a)(9)(B);
 - (ii) Whether he or she meets the continuous physical presence requirement for cancellation of removal found in 8 U.S.C. § 1229b(b)(1)(A) or the continuous residence criteria for relief under Deferred Action for Childhood Arrivals;

- (iii) Whether the Individual is deemed an “arriving alien” under 8 U.S.C. § 1225 for purposes of ICE’s detention authority; and
 - (iv) Whether the Individual withdrew or abandoned an application for immigration status or benefits that was pending at the time of the Qualifying Voluntary Return.
- (f) The parties stipulate that Yadira Felix’s alleged physical return to Mexico on or around August 13, 2012, constitutes a “Qualifying Voluntary Return” for the purposes of this Agreement. After processing, if Candelaria Felix is allowed to physically enter the United States, Defendants agree to treat her as if she occupies the same position as prior to her return to Mexico in evaluating whether she is deemed an “arriving alien” under 8 U.S.C. § 1225 for purposes of ICE’s detention authority.
- (g) Nothing in this Agreement shall be construed to affect or limit Defendants’ exercise of their lawful authority, discretionary or otherwise, for any and all applicants for admission other than those pursuant to and in accordance with this Agreement.

2.3 Procedures for Obtaining Relief for Individuals.

- (a) 120-Day Notice Period. During the 120-day period after the entry of the Final Order Approving Classwide Settlement, Plaintiffs’ counsel shall engage in reasonable efforts to identify potential Class Members and to disseminate information about the procedures an Individual must follow in order to apply for recognition as a Class Member.
- (b) 180-Day Application Period. For 180 days after the close of the 120-day notice period, Defendants shall accept applications for class membership that are timely and submitted by an Approved Service Provider. Defendants may reject, or decline to consider, any untimely application for class membership. Defendants shall accept and consider any premature applications for class membership as if such applications were received on the first day of the 180-day application period. An application’s timeliness shall be determined based on the timestamp on the email submitting the application and shall be based on Pacific Time. An Approved Service Provider may amend, supplement, or correct an application for class membership at any time within the 180-day application period before Defendants issue a decision on the application, but the date of such amendment, supplementation, or correction shall be treated as the submission date.
- (c) Application Procedure for Class Membership and Relief.
- (i) Any Approved Service Provider may submit an application for class membership to Defendants at a designated e-mail address on behalf of an Individual who reasonably believes that he or she qualifies as a class member.

- (ii) Defendants will not consider any application for class membership submitted by any person or entity other than an Approved Service Provider.
- (iii) Each and every application for class membership shall include the following information:
 - (1) A completed and signed Form G-28, noticing the appearance of an attorney, accredited representative, or other person who meets the legal qualifications for filing such Form;
 - (2) Applicant's full name, and any alternative names used;
 - (3) Applicant's alien number (if known), and any other identification number issued by the United States government;
 - (4) Applicant's date and place of birth;
 - (5) Applicant's full current address;
 - (6) Applicant's phone number and e-mail address (if any);
 - (7) The date (or approximate date) on which the Qualifying Voluntary Return occurred;
 - (8) The date (or approximate date) of the applicant's last entry into the United States prior to his or her Qualifying Voluntary Return;
 - (9) The U.S. Department of Homeland Security component, Border Patrol or ICE, that processed the Qualifying Voluntary Return;
 - (10) The class definition category (or categories) set forth in § 1.26 under which the applicant claims to qualify for class membership; and
 - (11) Documentary evidence showing that the applicant meets all of the requirements for class membership, including the criteria for the specific class definition category (or categories) under which the applicant claims to qualify for class membership. Documentary evidence must include a signed and sworn statement or statement executed under penalty of perjury as provided in 28 U.S.C. § 1746, by the applicant. Documentary evidence may include other corroborating and supporting documents. Defendants shall retain the sole discretion to decline to consider unsworn statements or statements not executed under penalty of perjury as provided in 28 U.S.C. § 1746.
- (iv) Attached to this Agreement as **Exhibit A** are guidelines describing the

forms of evidence that are required and/or recommended to be submitted with an application for class membership.

- (v) Certified English language translations shall accompany any non-English language documents submitted with an application for class membership. Such certification should be printed or legibly typed, signed by the translator, and include a statement that the translator is competent to translate the document, and that the translation is true and accurate to the best of the translator's abilities.
- (vi) All applications for class membership shall be submitted in electronic format as PDF attachment(s) to an e-mail address provided by Defendants to Plaintiffs' counsel.
- (vii) Each applicant bears the burden of showing by a preponderance of the evidence that he or she meets the requirements for class membership.

(d) Processing Applications for Class Membership and Relief

- (i) Plaintiffs' counsel shall serve as the primary point of contact for all communications by Defendants regarding all applications for class membership, including any applications submitted by an Approved Service Provider. Defendants may, but are not required, to communicate directly with any Approved Service Provider other than Plaintiffs' counsel regarding an application for class membership submitted by that Approved Service Provider.
- (ii) Defendants shall promptly consider all properly-filed applications for class membership. Defendants shall provide notice to Plaintiffs' counsel every two weeks regarding final decisions on applications for class membership made since the last such notice. If Defendants have not made a decision on an application within forty-five (45) days of the date of submission of the application, Plaintiffs' counsel may seek to compel a decision on the application by invoking the dispute resolution process set forth in § 5. Any dispute regarding Defendants' failure to render a decision on an application shall become moot if and when Defendants make a decision on the application at issue.
- (iii) If Defendants determine that an Individual does not meet the criteria for inclusion in the Settlement Class, they shall identify the basis for that determination (*e.g.*, by identifying the class membership criteria that the applicant failed to meet) at the same time that they provide notice to Plaintiffs' counsel that the application was denied.
- (iv) If Defendants approved an application for class membership or if Defendants' denial of an application for class membership is reversed pursuant to the dispute resolution process specified in § 2.4, the applicant shall be a Class Member, except as provided in § 2.2(d). To

obtain relief, the Class Member must follow the procedure set forth in § 2.2.

- (v) Except as provided in § 2.2(e) of this Agreement, Defendants' assessment of whether an Individual meets the criteria for inclusion in the Settlement Class in adjudicating an application for class membership shall not have any effect, binding or otherwise, on the adjudication of any request, application, or petition for an immigration benefit, deferred action, prosecutorial discretion, or relief from removal filed by, or on behalf of, that Individual.

2.4 Disputes about Class Membership.

- (a) Plaintiffs' counsel may challenge a decision by Defendants denying an application for class membership by submitting a written statement to Defendants' counsel detailing the reasons for their disagreement and requesting to meet and confer with Defendants' counsel regarding the dispute. If the dispute is not otherwise resolved, counsel for the parties shall meet and confer telephonically and/or in person, in a good faith effort to resolve any disagreement about whether an Individual meets the criteria for inclusion in the Settlement Class. The meeting of counsel shall occur within 30 days of Defendants' counsel's receipt of Plaintiffs' written statement, unless the parties otherwise agree.
- (b) In the event that any disagreement cannot be resolved through the meet-and-confer process described in § 2.4(a), Plaintiffs' counsel may request a ruling from the assigned Magistrate Judge to resolve the dispute.
 - (i) Any request by Plaintiffs' counsel for resolution of a dispute regarding class membership shall follow the same procedures outlined in Local Civil Rule 37-2.
 - (ii) Defendants shall file the administrative record upon which the Magistrate Judge's review of the dispute will be based. The administrative record shall include: (1) the class membership application and all documentation submitted in support of the application; (2) document(s) constituting Defendants' final decision denying class membership; and (3) any other documents or information considered by Defendants in evaluating the application, and that were material to Defendants' decision.
 - (iii) Review of any dispute regarding class membership by the assigned Magistrate Judge shall be limited to the administrative record, and shall be governed by the same legal standards applicable to claims under 5 U.S.C. § 706. In reviewing a dispute under this section, the Magistrate Judge shall not grant Defendants' interpretation of this Agreement deference.

- (iv) The assigned Magistrate Judge shall have the power to render a final and binding decision on any class membership dispute, not subject to further review.
- (v) If the assigned Magistrate Judge determines that his duties under § 2.4 are interfering with his ability to perform other functions, he may choose to assign those duties to a special master pursuant to Federal Rule of Civil Procedure 53. In such case, the special master shall have the same authority and duties as the assigned Magistrate Judge and the dispute resolution process shall proceed in the same manner set forth above. To the extent that the Parties must bear any costs of a special master under this provision, Plaintiffs and Defendants agree that they each will be responsible for one-half of such costs. However, if one side can demonstrate to the satisfaction of the Magistrate Judge that, due to the other side's gross negligence or bad faith, the other side is more responsible for the reference to the special master, then that side may ask the Magistrate Judge to allocate to the other side more than one-half of such costs.

3. CLASSWIDE SETTLEMENT PROCEDURES

3.1 Cooperation to Obtain Court Approval. The Parties shall jointly make reasonable and good faith efforts to secure the Court's approval of the Classwide Settlement.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiffs shall prepare and file a motion seeking preliminary approval of the Classwide Settlement and provisional class certification no later than August 18, 2014, and set the preliminary approval hearing for September 8, 2014, at 8:30 a.m., unless otherwise directed by the Court. The motion for preliminary approval of the Classwide Settlement and provisional class certification must request the Court to:

- (a) preliminarily approve the Classwide Settlement as being within the range of a fair, reasonable, and adequate settlement within the meaning of Federal Rule of Civil Procedure 23 and applicable law, and consistent with due process;
- (b) approve the provisional certification of the Rule 23(b)(2) Settlement Class;
- (c) appoint Representative Plaintiffs as class representatives;
- (d) appoint the ACLU of San Diego & Imperial Counties, the ACLU of Southern California, the ACLU Immigrants' Rights Project, and Cooley LLP as Class Counsel;
- (e) appoint Dahl Administration LLC, as the Settlement Administrator to assist Class Counsel in effectuating and administering the "Notice Plan" set forth in § 3.3;
- (f) set the date and time of the Fairness Hearing; and

- (g) stay all proceedings in the Action against Defendants until the Court renders a final decision on approval of the Classwide Settlement.

3.3 Notice. The Settlement Administrator shall abide by and shall administer the provision of notice of the Classwide Settlement in accordance with the terms, conditions, and obligations of this Agreement and the orders issued by the Court in this Action.

- (a) The Settlement Administrator's notice duties include, but are not limited to:
 - (i) Being responsible for consulting on and developing the Notice Plan, which shall describe the methods by which the Settlement Class will be informed about this Settlement. The Notice Plan shall be substantially in the form as described in the plan attached as **Exhibit D** to this Agreement. Class Counsel and Defendants' Counsel shall have input and approval rights, which shall not be unreasonably withheld, over the methods by which notice shall be provided.
 - (ii) Implementing and arranging for the publication of notice in forms consistent with the Full and Summary Notices attached to this Agreement as **Exhibits B** and **C** via various forms of print-media, radio, electronic media, and other physical media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as **Exhibit D**. At least 72 hours prior to publication, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with the written notice and/or notice script. If Class Counsel or Defendants' Counsel has concerns regarding the notice, they may raise those concerns with opposing counsel and the Settlement Administrator.
 - (iii) To the extent that the Settlement Administrator believes additional or different notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendants' Counsel shall have input and approval rights, which shall not be unreasonably withheld, over any additional or different notice. Notice provided to the Settlement Class shall begin to be provided on or before forty-five (45) days after entry of the Preliminary Approval Order and shall be completed by 120 calendar days after entry of the Preliminary Approval Order.
 - (iv) Creation and maintenance of a settlement website containing information about the lawsuit and settlement, including, but not limited to, containing copies of the Complaint, this Agreement, and Full Notice. The website shall be made available starting on or before thirty (30) days after entry of the Preliminary Approval Order and shall remain available until thirty (30) days after the end of the "180-day application period" discussed in § 2.3.

- (v) Providing a declaration to the Court attesting to the notice procedures utilized.
 - (vi) Responding to requests from Class Counsel, Defendants' Counsel, and, if applicable, the Court.
 - (vii) Otherwise implementing and assisting with the dissemination of the notice of the Classwide Settlement.
- (b) Defendants shall be responsible for the costs and fees of the Settlement Administrator associated with the provision of notice to the Settlement Class pursuant to this Agreement in the amount that is the lesser of fifty (50) percent of the total costs and fees or one hundred and fifty thousand dollars (\$150,000). Class Counsel shall be responsible for the Settlement Administrator's costs and fees in excess of the amount for which Defendants are responsible. If the total costs and fees of the Settlement Administrator exceed three hundred thousand dollars (\$300,000), the Plaintiffs are entitled to seek to renegotiate this paragraph with Defendants. Any such renegotiation shall not affect the other provisions of the Agreement, which shall remain in force.
- (c) Nothing in this paragraph or this Agreement shall prevent Class Counsel from further disseminating the Summary Notice to, *inter alia*, non-profit organizations and/or legal services providers in Southern California. Additionally, nothing in this paragraph or this Agreement shall prevent Class Counsel from issuing any press release regarding this Agreement or otherwise obtaining press attention for the Agreement.

3.4 Objections. Any Class Member who wishes to object to the fairness, reasonableness or adequacy of the class relief set forth in § 2 of this Agreement, or to the attorneys' fees and costs requested by Class Counsel, must deliver written objections to either (1) the Settlement Administrator, or (2) file them with the Court's CM/ECF electronic filing system, no later than 120 calendar days after entry of the Preliminary Approval Order. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail or international mail as evidenced by the postmark or submitted electronically to the Settlement Administrator through the Internet Posting or the Court through its CM/ECF electronic filing system. Written objections must be verified by a declaration under penalty of perjury or a sworn affidavit and must include: (a) the name and case number of the Action, (b) the full name, address, and telephone number of the person objecting; (c) a statement of each objection; and (d) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). Any Class Member who submits a written objection, as described in this paragraph, has the option to appear at the Fairness Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Classwide Settlement, or to the amount of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must also deliver to either (1) the Settlement Administrator, or (2) file with the Court's CM/ECF electronic filing system, a "Notice of Intention to Appear" no later than 120 calendar days after entry of the Preliminary Approval Order. Only Class Members who serve timely Notices of

Intention to Appear in accordance with this paragraph may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member shall be responsible for his or her personal attorney's fees and costs.

3.5 Final Order Approving Classwide Settlement. Before the Fairness Hearing, Representative Plaintiffs must apply for Court approval of a proposed Final Order. In support of the Final Approval Order, Representative Plaintiffs shall provide the Court with the declaration from the Settlement Administrator attesting to the notice procedures utilized.

4. PROSPECTIVE RELIEF

The Parties agree that the provisions of this section of the Agreement shall apply only to, and remain in effect in, the Relevant Area for a period of three (3) years from the date this Agreement is executed, unless otherwise provided.

4.1 Oral Advisals. In addition to the advisals set out in the "Notice of Rights" section of the version of the Form I-826 Notice of Rights and Request for Disposition ("Form I-826") that the Agencies used at the time Plaintiffs commenced this Action, Defendants shall provide each Individual who is given the opportunity to elect Voluntary Return the following advisals orally, in a language he or she understands, before he or she is allowed to request a disposition on Form I-826:

- (a) "If you choose to return to your country, you may lose the opportunity to apply for certain immigration benefits or forms of relief from removal that are only available to people present within the United States."
- (b) "If you have been in the United States without legal status for one year or more and choose to return to your country, you will be unable to legally return to the United States for ten years, unless you obtain a waiver. If you have been in the United States without legal status for more than 180 days but for less than one year and choose to return to your country, you will be unable to legally return to the United States for three years, unless you obtain a waiver. You may apply for a waiver only if you have a spouse or parent who is a U.S. citizen or lawful permanent resident."
- (c) "If you request a hearing before a judge in Immigration Court, you may be detained, or you may be eligible to be released from detention, either with or without payment of bond."
- (d) "If you choose to return to your country, you may change your mind and instead request a hearing before a judge in Immigration Court at any time before your departure from the United States. You should let an immigration officer know immediately if you change your mind."

4.2 Modification of Form I-826. Defendants shall modify Form I-826 to include the information set out in § 4.1(a)-(d) of this Agreement. Pending finalization of the modified Form I-826, Defendants shall use a Supplemental Advisal Form in the Relevant Area in conjunction with Form I-826. The Supplemental Advisal Form shall include the information set out in § 4.1(a)-(d) of this Agreement and shall be signed by any Individual who requests Voluntary Return.

4.3 Advisal Hotline. Defendants shall implement an informational audio recording in English and Spanish, to be accessible through a toll-free telephone hotline.

- (a) The informational audio recording shall include information relevant to Individuals who have been or will be offered the opportunity to request Voluntary Return, and shall follow the script included as **Exhibit F** to this Agreement.
- (b) Defendants shall post the toll-free advisal hotline phone number in areas where Individuals are processed for Voluntary Return and areas where Individuals are detained after electing Voluntary Return, and shall provide the toll-free advisal hotline phone number to an Individual prior to allowing him or her to request a disposition on Form I-826. Without limiting the generality of the foregoing, the toll-free advisal hotline phone number shall be included on the posted notice of rights referenced in § 4.4.
- (c) The telephone access requirements found in § 4.5(a)(iii) of this Agreement, and Defendants' other telephone access policies shall apply equally when an Individual seeks access to a telephone to call the advisal hotline.

4.4 Posting Notice of Rights and Advisals. In areas where Individuals are processed for Voluntary Return and areas where Individuals are detained after electing Voluntary Return, Defendants shall post signs in English and Spanish that include the contents of the "Notice of Rights" section of the version of Form I-826 that the Agencies used at the time Plaintiffs commenced this Action, as well as the advisals set out at § 4.1(a)-(d) of this Agreement. The substantive advisals on these signs shall be printed in a clear and conspicuous format.

4.5 Other Voluntary Return Procedures.

- (a) Prior to allowing an Individual to request a disposition on Form I-826, Defendants shall do the following:
 - (i) Provide meaningful access to a list of free legal service providers with telephonic contact information for those legal service providers, which is updated regularly, whether the Individual requests that list or not.
 - (ii) Provide meaningful access to telephonic contact information for the nearest Mexican consulate, whether the Individual requests that information or not.
 - (iii) Allow the Individual reasonable use of a working telephone whereby the Individual may seek to contact an attorney, BIA-accredited representative, family member, and/or the Mexican consulate.
- (b) After processing and while the Individual remains in custody at the facility where processing occurred, Defendants shall provide to any Individual who requested Voluntary Return access to a list of free legal service providers with telephonic contact information for those legal service providers, which is

updated regularly, whether the Individual requests that list or not.

- (c) If the Individual requests the opportunity to contact an attorney, BIA-accredited representative, family member, and/or the Mexican consulate, the Individual shall be allowed at least two (2) hours to seek to contact one or more of those third parties. During this period of at least two hours, Defendants shall not ask the Individual to make an election on Form I-826, and shall not process the Individual for Voluntary Return. If at the end of the period of at least two hours, the Individual has not been able to speak with any of those third parties, the Individual may not be provided with the option of Voluntary Return unless the Individual clearly signals his or her desire that processing resume and such desire is recorded on the Form I-213 or a Form I-213 continuation page.
- (d) Any incoming telephone calls from attorneys and BIA-accredited representatives who inquire about a specific Individual in their custody who will be, or already have been, asked to choose a disposition on Form I-826 shall be handled in the following manner:
 - (i) If the attorney or BIA-accredited representative wishes to enter an appearance on behalf of the Individual, Defendants shall instruct the attorney or BIA-accredited representative to fax or email a completed Form G-28, which need not be countersigned by the Individual, to the location where the Individual is being detained.
 - (ii) Upon receipt of a faxed or emailed copy of the G-28 form, Defendants shall provide the Individual with: (1) the attorney's or BIA-accredited representative's name and telephone number in writing; and (2) reasonable access to a working telephone. Upon request, the Individual shall then be allowed a reasonable amount of time to contact the attorney or BIA-accredited representative, including multiple calls and multiple attempts.
 - (iii) An Individual for whom a Form G-28 is received shall not be returned to his or her country of origin pursuant to Voluntary Return, unless the Individual expressly elects Voluntary Return or expressly affirms his or her prior election of Voluntary Return after: (1) speaking with the attorney or BIA-accredited representative; or (2) expressly declining to speak with the attorney or BIA-accredited representative.
 - (iv) If an Individual is being transported to the border pursuant to Voluntary Return when a Form G-28 is received, Defendants shall undertake all reasonable efforts to return such Individual to a processing facility prior to repatriation and provide him or her the opportunity to speak with the attorney or BIA-accredited representative and to rescind the Voluntary Return if he or she so chooses. Except when exigent or exceptional circumstances are present, such reasonable efforts shall include but are not limited to calling agents who are driving individuals to the border

with instructions to return the individual to a station and notifying an individual that an attorney or BIA-accredited representative seeks to speak to that individual.

- (e) Defendants shall require each Individual presented with Form I-826 to physically mark and initial his or her requested disposition.
- (f) Defendants shall provide each Individual who has elected Voluntary Return a copy of the final signed version of the Form I-826 as soon as practicable after it has been executed.
- (g) Defendants and their agents or officers shall not use threats; misrepresentations; subterfuge; pressure, including statements about negative consequences to family members if an Individual does not elect Voluntary Return; or any other attempt to influence the choice of an Individual whether or not to elect Voluntary Return. Defendants and their agents shall not give legal advice regarding any of the following topics with any individuals presented with the option of Voluntary Return: (a) the length of detention that might result if an individual requests a hearing before an immigration judge; (b) the likelihood that an individual will obtain relief from removal before an immigration judge; and (c) the likelihood that an individual will be allowed to lawfully return to the United States if he or she takes Voluntary Return.
- (h) Defendants shall allow an Individual to rescind a Voluntary Return at any time prior to physically departing from the territory of the United States.
- (i) None of the procedural requirements mandated by § 4 of this Agreement shall apply in any case in which Defendants process an Individual for a disposition other than Voluntary Return. None of the procedural requirements mandated by § 4 of this Agreement shall be construed to govern when or whether, after an Individual's arrest, Defendants may exercise their authority and discretion to process an Individual for a disposition other than Voluntary Return.

4.6 Training. Defendants shall instruct their officers or agents who either process Voluntary Returns or supervise processing of Voluntary Returns, as set forth in this section of the Agreement.

- (a) General Provisions.
 - (i) The persons presenting this instruction shall be competent instructors with significant experience and expertise in the relevant area of instruction. The instruction shall occur in a live in-person setting, with verbal instruction and/or lecture supplemented by the display and/or distribution of written materials. Each agent or officer receiving this instruction shall sign a certification indicating completion of the instruction.
 - (ii) Within sixty (60) days of the Parties' execution of this Agreement,

Defendants shall set a schedule for delivering all instruction required by this Agreement and provide that schedule to Plaintiffs' counsel, unless such instruction has already occurred.

- (iii) Within 180 days of the Parties' execution of this Agreement, Defendants shall complete delivery of all instruction required by this Agreement. Defendants shall re-instruct their agents and officers who either process Voluntary Returns or supervise processing of Voluntary Returns on the matters set out in § 4.6(b)-(c) of this Agreement at least once within the twelve (12) months after the initial instruction, and once within the twelve (12) months after the first re-instruction.
 - (iv) If an officer or agent who has not previously received the instruction required by this section is assigned to a position that involves processing Individuals for voluntary returns, that officer or agent shall receive the instruction required by this section before processing any Individual for a voluntary return.
 - (v) After completion of the initial instruction required by this Agreement, Defendants shall provide Plaintiffs' counsel with copies of all final written material(s) distributed as part of the instruction.
- (b) The instruction shall at a minimum advise Defendants' agents and officers who either process Voluntary Returns or supervise processing of Voluntary Returns of the following:
- (i) That the procedures mandated by this Agreement, to the extent that they are relevant to the instruction topics, are legally required and must be followed.
 - (ii) That Voluntary Return must be truly voluntary and that any threats, including statements about negative consequences to family members if an Individual does not elect Voluntary Return; misrepresentations; subterfuge; pressure; or any other attempt to influence the choice of an Individual whether or not to elect Voluntary Return are impermissible.
 - (iii) That certain topics shall not be discussed with any Individual who is presented with the option of Voluntary Return, including discussion of, *inter alia*, the following: (a) the length of detention that might result if an Individual requests a hearing before an immigration judge; (b) the likelihood that an Individual will obtain relief from removal before an immigration judge; and (c) the likelihood that an Individual will be allowed to lawfully return to the United States if he or she takes Voluntary Return.
- (c) The instruction shall advise Defendants' agents and officers who either process Voluntary Returns or supervise processing of Voluntary Returns on the procedures to follow in administering Voluntary Return, including:

- (i) Providing the oral advisals set out in § 4.1(a)-(d) of this Agreement to each Individual in a language the Individual understands before offering the option of Voluntary Return.
 - (ii) The importance of providing the advisals and disposition request options found on Form I-826 in a language that the Individual understands.
 - (iii) The procedures set out in § 4.5 of this Agreement.
 - (iv) The impermissibility of offering Voluntary Return to an Individual who the officer or agent knows or reasonably should know has a mental health problem, including a cognitive impairment, that would prevent the Individual from making a knowing and voluntary election.
- (d) The Training shall instruct Defendants' agents and officers on immigration law bases for the advisals set out in § 4.1, including:
- (i) The existence of the unlawful presence bars, described in 8 U.S.C. § 1182(a)(9)(B), and the limited discretionary waiver provision found in § 1182(a)(9)(B)(v).
 - (ii) That a Voluntary Return may result in an Individual's forfeiture of certain forms of immigration benefits or relief from removal only available to Individuals present within the United States.
 - (iii) That immigration law may allow immigration officers to release an Individual from detention with or without bond pending a hearing before an immigration judge.

4.7 Monitoring and confirmatory discovery.

- (a) Paper Discovery. As confirmatory discovery evidencing Defendants' compliance with the terms of this Agreement, Defendants shall provide the following documents and information to Plaintiffs' Counsel according to the schedule below.
- (i) Once every quarter, for the duration of the three-year period covered by the Agreement, Defendants shall provide Plaintiffs' Counsel with a document production. The first document production shall occur within three (3) months from the Parties' execution of the Agreement.
 - (ii) Each document production shall consist of a legible, text-searchable copy, produced electronically, of the following documents or information, as permitted by law: A random sample of completed files for Mexican nationals repatriated pursuant to Voluntary Return in the Relevant Area in the preceding three (3) month period.

- (iii) Each quarterly document production shall consist of twenty (20) files from Border Patrol station(s) within the Relevant Area, and twenty (20) files from ICE office(s) within the Relevant Area.
- (iv) A file shall include the following documents associated with a single Voluntary Return for one Individual, to the extent that such documents exist: (1) the completed I-826, I-210 and I-770 forms; and (2) the completed I-213 form, with any extension pages appended thereto. A file need not include any additional documents.
- (v) The parties agree that the Protective Order entered in this Action (Dkt. No. 67) shall govern the production and dissemination of information in the sample files that fall under this section.
- (vi) Defendants shall randomize the sampling of files produced as follows:
 - (1) For each quarter, Border Patrol shall produce the first two (2) Voluntary Return files for four of the eight stations in the San Diego Sector, and the first three Voluntary Return files from the four (4) remaining stations. If production as described above is not possible because a station or stations did not process at least two Voluntary Returns during a quarter, Border Patrol shall produce extra files from another station for that quarter to arrive at a total of twenty (20) files.
 - (2) For each quarter, ICE shall produce the first ten (10) Voluntary Return files from the San Diego Field Office and the first ten (10) Voluntary Return files from the Los Angeles Field Office (*i.e.* ten (10) files from the main Los Angeles Field Office and the Ventura, San Bernardino, and Santa Ana sub-field offices collectively). If either Field Office did not process ten (10) Voluntary Returns during a quarter, ICE shall produce extra files from the other Field Office for that quarter to arrive at a total of twenty (20) files.
 - (3) If Border Patrol or ICE did not process a total of twenty (20) Voluntary Returns in the Relevant Area for a given quarter, the agency shall produce as many Voluntary Return files as were processed.

(b) Exit Interviews.

- (i) In order to facilitate the ability of Plaintiffs' Counsel, their agents, and associates to conduct interviews with Individuals who have been repatriated through Voluntary Return, Defendants shall provide Plaintiffs' Counsel with the following information:
 - (1) To the extent that regular schedules exist, schedules for the

transportation of Individuals who have elected a Voluntary Return in the Relevant Area, including any schedules relating to third-party contractors providing transportation services to Border Patrol and/or ICE in the Relevant Area for the purpose of effectuating Voluntary Return.

- (2) Defendants shall provide the first schedules described in § 4.7(b)(i)(1), within thirty (30) calendar days from the Parties' execution of this Agreement, and shall thereafter provide updated schedules within one (1) month after any changes are made to the schedule, during the three-year time period covered by this Agreement.
- (3) By 11:00 a.m. Pacific Time on the first Tuesday of every other calendar month during the three-year time period covered by this Agreement, Defendants' Counsel shall provide specific information to Plaintiffs' Counsel about scheduled and known times that individuals will be repatriated to Mexico that day from within the Relevant Area. In the case of exigent or exceptional circumstances, Defendants' Counsel shall inform Plaintiff's Counsel and shall seek to reschedule for a mutually agreeable date and time.
- (ii) In the event that Defendants begin repatriating twenty (20) percent or more of the Voluntary Returns processed in the Relevant Area through a port of entry other than the San Ysidro Port of Entry during the period covered by this Agreement, Defendants shall promptly notify Plaintiffs' Counsel and shall provide any regular schedules that exist for repatriation of Voluntary Returns processed in the Relevant Area through a port of entry other than the San Ysidro Port of Entry.
- (iii) The parties agree that the Protective Order entered in this Action (Dkt. No. 67) shall govern all schedule and repatriation timing and location information provided to Plaintiffs' Counsel under this Agreement.
- (c) Regular Site Visits. Defendants agree to allow Plaintiffs' Counsel a total of thirty (30) site visits to ICE offices or Border Patrol stations within the Relevant Area during the duration of this Agreement. The visits shall be arranged in advance by the parties for a mutually agreeable date and time, not to exceed fifteen (15) total visits in any twelve-month period. Plaintiffs' Counsel may not visit any individual ICE office or Border Patrol station more than four (4) times total, and not more than three (3) times in any twelve-month period. During each visit, up to four (4) representatives of Plaintiffs' Counsel may tour the parts of the facility where Individuals are processed, or where Individuals who have elected Voluntary Return are held. One or more of Defendants' employees and/or representatives of Defendants' Counsel may accompany Plaintiffs' representatives on the tour and shall make a reasonable effort to respond to

questions concerning issues covered by this Agreement (*e.g.*, posting of signs, access to telephones, etc.). The parties agree that the Protective Order entered in this Action (Dkt. No. 67) shall govern all information learned or obtained by Plaintiffs' Counsel as a result of any site visits conducted under this Agreement.

5. DISPUTE RESOLUTION

5.1 In the event that Plaintiffs' Counsel allege that Defendants have failed to comply with any portion of § 4 of this Agreement, counsel shall provide Defendants' Counsel with a written statement describing the alleged non-compliance ("Notice of Non-Compliance"). Defendants shall provide a written statement responding to the alleged violation within fourteen (14) calendar days from receipt of the Notice of Non-Compliance.

5.2 Counsel for the parties shall meet and confer telephonically and/or in person in a good faith effort to resolve their dispute informally within thirty (30) calendar days of Defendants' Counsel's receipt of the Notice of Non-Compliance.

5.3 In the event that a Notice of Non-Compliance pursuant to § 5.1 of this Agreement is not resolved informally, counsel for any party to the Action may request that the assigned Magistrate Judge mediate the dispute.

(a) Counsel requesting such mediation shall contact the Magistrate Judge jointly with opposing counsel (unless opposing counsel otherwise consents) to schedule a mediation session, which may be held telephonically or in person, occurring within fourteen (14) days of the last conference regarding the alleged non-compliance, or as soon as the judge's schedule permits.

(b) If the parties are unable to resolve their dispute at that mediation session, the Magistrate Judge may further direct the parties to engage in a dispute resolution process for a time not to exceed thirty (30) days.

5.4 If the dispute has not been resolved through mediation or informal negotiation in conformity with this Agreement, within thirty (30) calendar days of the conclusion of the dispute resolution process described above in § 5.3, Plaintiffs' Counsel may file a motion to enforce the Agreement in the District Court. Counsel shall not file a motion to enforce the Agreement without first having requested that the assigned Magistrate Judge mediate the dispute as provided in § 5.3.

5.5 The Parties will endeavor to use the dispute resolution process set forth in § 5 of this Agreement to address allegations of substantial breaches of § 4 of this Agreement. The Parties will endeavor to avoid using the dispute resolution process in § 5 to address allegations of temporary or *de minimus* breaches of § 4 of this Agreement.

6. RELEASES OF CLAIMS.

6.1 Organizational, Representative, and Individual Plaintiffs. Upon execution of this Agreement, and except as otherwise provided herein, each of the Organizational, Representative and Individual Plaintiffs, along with their assignees, heirs, successors, and personal representatives, agrees to unconditionally release the United States of America and all Defendants,

including their sub-agencies, officers, agents, and employees, from any claims arising from the same facts that formed the basis of the claims and causes of action in the Action, including without limitation any claim for attorneys' fees and costs, whether for personal injuries, damage to property, or economic losses, whether known or unknown, whether arising under common law, statute, or the United States Constitution, whether for monetary damages, injunctive relief, or declaratory relief, and whether, when directed against a natural person, it is brought or stated against him/her in an official or personal capacity.

6.2 Class Members. Upon final approval by the Court of the Classwide Settlement portions of this Agreement, and except as otherwise provided herein, each Class Member and his or her assignees, heirs, successors and personal representatives, agrees to unconditionally release the United States of America and all Defendants, including their sub-agencies, officers, agents, and employees, from all claims asserted in the Complaint based on events that occurred on or before the date of entry of the Preliminary Approval Order. Nothing in this Agreement shall have any preclusive effect on any damages claim by any Class Member.

7. ATTORNEYS' FEES AND COSTS.

7.1 Payment of Attorneys' Fees and Costs. Upon final approval by the Court of the Classwide Settlement portions of this Agreement, Defendants agree to pay Plaintiffs an amount of seven-hundred thousand dollars (\$700,000) in attorneys' fees and costs in full settlement of attorneys' fees and costs for this Action and all obligations and disputes arising from it.

7.2 Reduction in Plaintiffs' Counsel's Attorneys' Fees and/or Costs. A reduction by the Court or by an appellate court of the attorneys' fees or litigation costs or the individual relief sought by the Plaintiffs and Plaintiffs' Counsel shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

8. ADDITIONAL PROVISIONS

8.1 Reservation of Jurisdiction. The Parties consent to retention of jurisdiction by the court and assigned Magistrate Judge over all disputes between and among the parties arising out of the settlement agreement, including but not limited to interpretation and enforcement of the terms of the settlement agreement, except as otherwise provided in the Settlement Agreement. The Parties further agree that they shall jointly request that the Judgment shall provide, "The Court and assigned Magistrate Judge shall retain jurisdiction over all disputes between and among the parties arising out of the Settlement Agreement, including but not limited to interpretation and enforcement of the terms of the Settlement Agreement, except as otherwise provided in the Settlement Agreement."

8.2 Defendants' Denial of Wrongdoing. This Settlement Agreement reflects the Parties' compromise and settlement of disputed claims. Its provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession.

8.3 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that they, including Representative Plaintiffs in their representative capacity on behalf of the Class, are the only persons having any interest in the claims asserted in this Action. Neither these claims, nor any part of these claims, have been assigned, granted, or transferred in any way to any other person, firm, or entity.

8.4 Voluntary Agreement. The Parties executed this Settlement Agreement voluntarily and without duress or undue influence.

8.5 Binding on Successors. This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

8.6 Parties Represented by Counsel. The Parties acknowledge that: (a) they have been represented by independent counsel of their own choosing during the negotiation of this Settlement and the preparation of this Settlement Agreement; (b) they have read this Settlement Agreement and are fully aware of its contents; and (c) their respective counsel fully explained to them the Settlement Agreement and its legal effect.

8.7 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity, against any of the claims or causes of action released by this Settlement Agreement and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

8.8 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

8.9 Construction and Interpretation. Neither Party nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter shall have no force or effect.

8.10 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

8.11 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and the Settlement and are incorporated into this Settlement Agreement as though fully set forth in the Settlement Agreement.

8.12 Modifications and Amendments. No amendment, change, or modification to this Settlement Agreement shall be valid unless in writing signed by the Parties or their counsel.

8.13 Governing Law. This Settlement Agreement is governed by federal law and must be interpreted under federal law and without regard to conflict of laws principles.

8.14 Further Assurances. The Parties must execute and deliver any additional papers, documents and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.

8.15 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

8.16 Execution Date. This Settlement Agreement is deemed executed on the date the Settlement Agreement is signed by all of the undersigned.

8.17 Counterparts. This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDFs of executed copies of this Settlement Agreement may be treated as originals.

8.18 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

8.19 Severability. If any provision of this Settlement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement shall continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt in good faith to renegotiate the provision of this Settlement that was declared invalid, void or unenforceable.

8.20 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any Court or tribunal in any state, territory, or jurisdiction, except in any proceedings concerning construction or enforcement of this Settlement Agreement.

8.21 References to Numbered Sections. All references to numbered sections made by way of the symbol "§" or otherwise pertain to the sections in this Agreement, unless otherwise specified.

8.22 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits shall be resolved in favor of this Settlement Agreement.

[CONTINUED ON THE NEXT PAGE]

List of Exhibits: The following exhibits are attached to this Settlement Agreement:

Exhibit A – Guidelines on Documentary and Other Evidence to Submit in Support of
an Application for Class Membership.

Exhibit B – Full Notice

Exhibit C – Summary Notice


Exhibit D – Notice Plan

Exhibit E – [Proposed] Final Judgment


Exhibit F – Advisal Hotline Script

The Parties have agreed to the terms of this Settlement Agreement and have signed below.


FOR DEFENDANTS:

 8-18-2014

JEFFREY S. ROBINS Dated
Assistant Director
United States Department of Justice
Civil Division
Office of Immigration Litigation
District Court Section

 8-18-2014

CRAIG A. DEFOE Dated
Trial Attorney
United States Department of Justice
Civil Division
Office of Immigration Litigation
District Court Section

 8-18-2014

TIMOTHY M. BELSAN Dated
Trial Attorney
United States Department of Justice
Civil Division
Office of Immigration Litigation
District Court Section

Attorneys for Defendants Jeh Johnson, Secretary of Homeland Security; Gil Kerlikowske, Commissioner of U.S. Customs and Border Protection; Thomas Winkowski, Principal Deputy Assistant Secretary for ICE; Paul Beeson, Chief Patrol Agent for Border Patrol's San Diego Sector; Gregory Archambeault, ICE San Diego Field Office Director; and David Jennings, ICE Los Angeles Field Office Director (all in their official capacities only).

Lista de Anexos: Adjunto a este Convenio de Conciliación se encuentran los siguientes anexos:

Anexo A – Pautas referentes a evidencia documental y otras a entregarse en apoyo a una solicitud de inclusión en la Colectividad

Anexo B – Notificación Completa

Anexo C – Notificación Resumida

Anexo D – Plan de Notificación

Anexo E – [Propuesto] Fallo Definitivo

Anexo F – Guión del Aviso por Línea Directa Telefónica

Las Partes aceptan los términos de este Convenio de Conciliación y han puesto sus firmas a continuación.

Fecha: 08-02-14

DEMANDANTE

Isidora Lopez-Venegas



Isidora Lopez-Venegas,
Individualmente/Individualmente y en su
capacidad de Representante

Fecha: _____

DEMANDADO []

Por: _____

Título: _____

De parte de []

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Fecha: 1 agosto 2014

DEMANDANTE

Ana Maria Dueñas

Ana Maria Dueñas

Ana Maria Dueñas,
Individualmente/Individualmente y en su
capacidad de Representante

Fecha: _____

DEMANDADO []

Por: _____

Título: _____

De parte de []

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Las Partes aceptan los términos de este Convenio de Conciliación y han puesto sus firmas a continuación.

Fecha: 10/08/2014

DEMANDANTE

Gerardo Hernandez-Contreras

Gerardo H-C
Gerardo Hernandez-Contreras,
[Individualmente/Individualmente y en su capacidad de Representante]

Fecha: _____

DEMANDADO ☐

Por: _____

Título: _____

De parte de ☐

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Las Partes aceptan los términos de este Convenio de Conciliación y han puesto sus firmas a continuación.

Fecha: 08-05-2014

DEMANDANTE

Efrain Garcia-Martinez

EFRAIN OSCAR GARCIA

Efrain Garcia-Martinez,
Individualmente/Individualmente y en su
capacidad de Representante

Fecha: _____

DEMANDADO ☐

Por: _____

Título: _____

De parte de ☐

List of Exhibits: The following exhibits are attached to this Settlement Agreement:

Exhibit A – Guidelines on Documentary and Other Evidence to Submit in Support of an Application for Class Membership.

Exhibit B – Full Notice

Exhibit C – Summary Notice

Exhibit D – Notice Plan

Exhibit E – [Proposed] Final Judgment

Exhibit F – Advisal Hotline Script

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

Dated: 8-1-2014

PLAINTIFF

Alejandro Serrato

Alejandro Serrato
Alejandro Serrato,
Individually/Individually and in her Representative
Capacity/On behalf of

Dated: _____

DEFENDANT ☐

By: _____

Title: _____

On behalf of ☐

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Las Partes aceptan los términos de este Convenio de Conciliación y han puesto sus firmas a continuación.

Fecha: 8/01/2014

DEMANDANTE

Arnulfo Sierra

Arnulfo Sierra

Arnulfo Sierra,
Individualmente/Individualmente y en su
capacidad de Representante

Fecha: _____

DEMANDADO []

Por: _____

Título: _____

De parte de []

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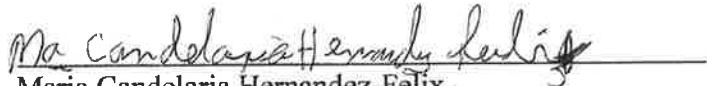
Anexo F – Guión del Aviso por Línea Directa Telefónica

Las Partes aceptan los términos de este Convenio de Conciliación y han puesto sus firmas a continuación.

Fecha: 18 ~~de~~ Agosto 2014

DEMANDANTE

Maria Candelaria Hernandez-Felix



Maria Candelaria Hernandez-Felix,
Individualmente/~~Individualmente y en su~~
~~capacidad de Representante~~

Fecha: _____

DEMANDADO []

Por: _____

Título: _____

De parte de []

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The Parties have agreed to the terms of this Settlement Agreement and have signed below.

Dated: 7/31/14

PLAINTIFF

Patricia Armenta



Patricia Armenta,
~~Individually/Individually and in her Representative~~
~~Capacity/On behalf of~~

Dated: _____

DEFENDANT []

By: _____

Title: _____

On behalf of []

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Las Partes aceptan los términos de este Convenio de Conciliación y han puesto sus firmas a continuación.

Fecha: AGOSTO, 5, 2014

DEMANDANTE

Gorgonio Cabrera

Gorgonio Cabrera
Gorgonio Cabrera,
Individualmente ~~Individualmente y en su~~
~~capacidad de Representante~~

Fecha: _____

DEMANDADO []

Por: _____

Título: _____

De parte de []

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The Parties have agreed to the terms of this Settlement Agreement and have signed below.

Dated: 08/12/14

**PLAINTIFF COALITION FOR HUMANE IMMIGRANT RIGHTS
LOS ANGELES**



[ANGELICA SALAS],
On behalf of Coalition for Humane Immigrant Rights Los Angeles

Dated: _____

DEFENDANT []

By: _____

Title: _____

On behalf of []

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The Parties have agreed to the terms of this Settlement Agreement and have signed below.

Dated: 8-12-14

PLAINTIFF POMONA ECONOMIC OPPORTUNITY CENTER



[Executive Director],
On behalf of Pomona Economic Opportunity Center

Dated: _____

DEFENDANT []

By: _____

Title: _____

On behalf of []

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Exhibit B – Full Notice

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Exhibit F – Advisal Hotline Script

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

Dated: 8/7/14

PLAINTIFF SAN BERNARDINO COMMUNITY SERVICE CENTER


[Emilio Amaya],
On behalf of San Bernardino Community Service Center

Dated: _____

DEFENDANT ☐

By: _____

Title: _____

On behalf of ☐

EXHIBIT A

GUIDELINES ON DOCUMENTARY AND OTHER EVIDENCE TO SUBMIT IN SUPPORT OF AN APPLICATION FOR CLASS MEMBERSHIP

Exhibit A - Guidelines on Documentary and Other Evidence to Submit in Support of an Application for Class Membership

INFORMATION NEEDED	FORMS OF REQUIRED AND/OR RECOMMENDED EVIDENCE
BIOGRAPHIC INFORMATION	
Name(s) Used	<u>Required</u> : Sworn Statement by Applicant <u>Recommended</u> : Copy of government-issued photo identification from the United States or Mexico (e.g. passport, driver's license)
Alien Number and other U.S. government-issued identification number	<u>Required</u> : Sworn Statement by Applicant <u>Recommended</u> : Copy of government-issued document with alien number; copy of U.S. government-issued document with identification number
Date and Place of Birth	<u>Required</u> : Sworn Statement by Applicant <u>Recommended</u> : Birth Certificate
Current Address	<u>Required</u> : Sworn Statement by Applicant <u>Recommended</u> : Documentary evidence of current presence in Mexico (e.g. utility bills, telephone bills, lease or rental agreements, deed or mortgage, renter's or homeowner's insurance, bank statements, identification documents with address information)
Phone Number and E-mail Address	<u>Required</u> : Sworn Statement by Applicant
QUALIFYING VOLUNTARY RETURN INFORMATION	
Date of Qualifying Voluntary Return	<u>Required</u> : Sworn Statement by Applicant <u>Recommended</u> : Copy of Executed Form I-826 (if applicant has custody of such document)
Agency – Border Patrol or ICE – that Processed the Qualifying Voluntary Return	<u>Required</u> : Sworn Statement by Applicant, if agency is known.
Date and method of last entry into the U.S. prior to Qualifying Voluntary Return	<u>Required</u> : Sworn Statement by Applicant <u>Recommended</u> : Form I-94 Arrival/Departure Record;
Settlement Class Definition Category(ies) Claimed (Section 1.26(a)(i)-(iv)).	<u>Required</u> : Sworn Statement by Applicant
INFORMATION RELEVANT TO SETTLEMENT CLASS CATEGORY QUALIFICATIONS (IF APPLICABLE)	
United States Citizen or Lawful Permanent Resident Spouse, Parent, Child, or Sibling	<u>Required</u> : Sworn Statement by Applicant providing the full name, date of birth, social security number, and alien number (if applicable) of his/her United States citizen or lawful permanent resident spouse,

United States Citizen or Lawful Permanent Resident Spouse, Parent, Child, or Sibling (continued)	parent, child, or sibling <u>Recommended:</u> Copy of birth certificate, passport, certificate of citizenship, or lawful permanent resident card for the Applicant's United States citizen or lawful permanent resident spouse, parent, child, or sibling
Spousal Relationship	<u>Required:</u> Sworn Statement by Applicant <u>Required:</u> Marriage Certificate; and documents showing termination of prior marriage(s) (if applicable)
Parent-Child Relationship	<u>Required:</u> Sworn Statement by Applicant <u>Required:</u> Birth Certificate of Child with Parent Information (for biological parent-child relationship); or Adoption documentation (if applicable); or Evidence of Legitimation (if applicable)
Sibling Relationship	<u>Required:</u> Sworn Statement by Applicant <u>Required:</u> Birth Certificates with Parent Information; and/or Evidence of Legitimation by same father (if applicable)
Beneficiary of Form I-130 on File at Time of Qualifying Voluntary Return	<u>Recommended:</u> Sworn Statement by Applicant; Sworn Statement by Form I-130 Petitioner; Copy of Filed Form I-130; and/or Copy of Form I-797C, Notice of Action (showing receipt and/or approval of Form I-130)
Continuous Physical Presence in United States Prior to Qualifying Voluntary Return	<u>Required:</u> Sworn Statement by Applicant <u>Recommended:</u> Form I-94 Arrival/Departure Record(s); Documentary evidence of continuous residence in U.S. (e.g. tax records, utility bills, telephone bills, lease or rental agreements, deed or mortgage, renter's or homeowner's insurance, bank statements, identification documents with address information)
Continuous Residence in United States Prior to Qualifying Voluntary Return, and Physical Presence in United States on June 15, 2012	<u>Required:</u> Sworn Statement by Applicant <u>Recommended:</u> Form I-94 Arrival/Departure Record(s); Documentary evidence of continuous residence in U.S. (e.g. tax records, utility bills, telephone bills, lease or rental agreements, deed or mortgage, renter's or homeowner's insurance, bank statements, identification documents with address information)
Criminal History/Good Moral Character	<u>Required:</u> Sworn Statement by Applicant identifying and describing all prior criminal history in any country (including the United States and Mexico), including arrests, charges, convictions, sentences, and criminal activity for which no arrest or charge occurred (if applicable); or Sworn Statement disclaiming any such prior criminal history (if applicable) <u>Recommended:</u> Charging and conviction documents for all prior criminal history, if any
Educational History at time of Qualifying Voluntary Return	<u>Required:</u> Sworn Statement by Applicant showing enrollment in high school, prior completion, or attainment of general education development certificate at time of Qualifying Voluntary Return <u>Required:</u> Copy(ies) of records, official or unofficial, from educational institution(s) showing enrollment in high school, prior completion, or attainment of general education development certificate at time of Qualifying Voluntary Return

Prior Military Service	<u>Required:</u> Sworn Statement by Applicant showing honorable discharge from Coast Guard or Armed Forces of the U.S. at time of Qualifying Voluntary Return <u>Required:</u> Copy(ies) of records from Coast Guard or Armed Forces of U.S. showing honorable discharge at time of Qualifying Voluntary Return
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*Certain types of "Information Relevant to Settlement Class Category Qualifications" referenced above may not be applicable, depending on which settlement class definition category the Individual claims he or she qualifies under.

**Exceptions may be available, on a case-by-case basis, if an Applicant is unable to submit evidence that is required under these Guidelines.

***These guidelines do not constitute legal advice. Questions regarding applications for class membership and these guidelines should be directed towards an Approved Service Provider. The definition of "Settlement Class" in Section 1.26 of the Agreement and the procedures and information set forth in Section 2.3 of the Agreement shall control over any inconsistent or contradictory information in these Guidelines.

EXHIBIT B

FULL NOTICE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ISADORA LOPEZ-VENEGAS, ET AL.

v.

JEH JOHNSON, ET AL.

Case No. 13-cv-03972

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If between June 1, 2009 and [Date] you agreed to return to Mexico while being detained by U.S. Border Patrol or U.S. Immigration and Customs Enforcement in Southern California and you then returned to Mexico, subject to restrictions stated below you may be eligible to return to the United States.

A federal court authorized this notice. This is not a solicitation from a lawyer.

The settlement will provide a process by which Class Members (defined in Section 5 below) can apply to return to the United States and the legal position they occupied prior to their departure from the United States.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
OBJECT	If you are a Class Member, you may write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved.	Deadline: [Month Day, Year]
ATTEND THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the Settlement and the request for attorneys' fees and costs of the lawyers who brought the Action.</p> <p>If you are a Class Member, you may, but are not required to, speak at the Fairness Hearing about any Objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" to the Court and the parties' attorneys, indicating your intent to do so.</p>	Hearing Date: [Month Day, Year at Time]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (CON'T)		
REQUEST PERMISSION TO RETURN TO THE UNITED STATES	If you are a Class Member and you would like to be eligible to return to the United States (subject to certain restrictions), you must complete a form demonstrating your status as a Class Member.	<i>To Be Determined.</i> If the Court grants final approval and there are no appeals of the order, it is presently anticipated that the application period will run from [Month Day, Year] to [Month Day, Year] . Please check this website for further updates as to the timing of the application period

These rights and options—and the deadlines to exercise them—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement at the Fairness Hearing described below and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION

1. What is the purpose of this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I am still not sure if I am included.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?
8. What do I have to do to begin the process to request to return to the United States if the Settlement is approved?
9. I am a Class Member. If the Defendants determine I am eligible to return to the United States, when will I be able to return to the United States?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Representative Plaintiffs receive any benefits for their efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS##

13. What am I giving up to obtain relief under the Settlement?

HOW TO OBJECT TO THE SETTLEMENT##

14. How do I tell the Court that I do not like the Settlement?

FAIRNESS HEARING.....##

15. What is the Fairness Hearing?

16. When and where is the Fairness Hearing?

17. May I speak at the hearing?

GETTING MORE INFORMATION##

18. How do I get more information?

BACKGROUND INFORMATION

1. *What is the purpose of this Notice?*

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 18 below.

2. *What is this lawsuit about?*

The Action asserts claims arising from the administration of the Voluntary Return authority (“Voluntary Return”) in Southern California by U.S. Border Patrol (“Border Patrol”), which is part of U.S. Customs and Border Protection (“CBP”) and U.S. Immigration and Customs Enforcement (“ICE”), all entities within the U.S. Department of Homeland Security (“DHS”). Under Voluntary Return, non-citizens unlawfully residing in the United States may voluntarily agree to leave the United States by signing a document waiving their right to appear before a judge. Plaintiffs contend that, as administered in Southern California, Voluntary Return violates their rights under both the Constitution and the statutes and regulations that apply to Border Patrol and ICE. Among other relief, on behalf of the putative class, Plaintiffs seek a declaration that their returns to Mexico from the United States were unlawful and an order that they be returned to the United States in the legal position that they occupied before returning to Mexico. Defendants deny any wrongdoing and any liability whatsoever.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 18 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Representative Plaintiffs” (in this Action, Isidora Lopez-Venegas, Ana Maria Dueñas, Gerardo Hernandez-Contreras, Efrain Garcia-Martinez, Alejandro Serrato, and Arnulfo Sierra (collectively, the “Representative Plaintiffs”)), sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, one court will

resolve the issues for all Class Members. The persons sued in this case, various representatives of Border Patrol, CBP, ICE, and DHS, are called the Defendants.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. The Court has **not** decided that the Representative Plaintiffs or Defendants should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement:

All Individuals who returned to Mexico pursuant to a Qualifying Voluntary Return, and who are described in both paragraphs (a) and (b) of this section:

- (a) Based on the facts as they existed at the time of his or her Qualifying Voluntary Return, the Individual:
 - (i) Last entered the United States with inspection prior to his or her Qualifying Voluntary Return and satisfied the non-discretionary criteria for submitting an approvable application to adjust status under 8 U.S.C. § 1255(a), based on a *bona fide* immediate relative relationship defined in 8 U.S.C. § 1151(b)(2)(A)(i);
 - (ii) Was the beneficiary of a properly filed Form I-130 Petition for Alien Relative based on a *bona fide* family relationship, which was pending or approved at the time of the Qualifying Voluntary Return;
 - (iii) Satisfied the non-discretionary criteria to apply for cancellation of removal under 8 U.S.C. § 1229b; or
 - (iv) His or her Qualifying Voluntary Return occurred on or after June 15, 2012, and at that time he or she satisfied the bulleted criteria for consideration for Deferred Action for Childhood Arrivals (“DACA”) listed on page one of the June 15, 2012 memorandum from former Secretary of Homeland Security Janet Napolitano; and
- (b) At the time of application for class membership, the Individual:
 - (i) Is physically present within Mexico; and
 - (ii) Is inadmissible under 8 U.S.C. § 1182(a)(9)(B), due to his or her Qualifying Voluntary Return, except that this requirement does not apply to an Individual seeking recognition as a Class Member under Paragraph (a)(i) above.

The term “Qualifying Voluntary Return” means any Voluntary Return that occurred within the Relevant Area during the period starting June 1, 2009, and ending on [DATE]. The term “Voluntary Return” means the process by which an Individual in the custody of ICE or Border Patrol admits being unlawfully present in the United States, and returns to his or her country of citizenship or nationality under 8 U.S.C. § 1229c(a), in lieu of formal removal proceedings. This term does not

include voluntary departure granted by an immigration judge during or at the conclusion of formal removal proceedings. The term “Relevant Area” means the geographic area covered by Border Patrol’s San Diego Sector and ICE’s San Diego and Los Angeles Field Offices.

6. *I’m still not sure if I am included.*

If you are still not sure whether you are included, for free help you can write [\[INSERT\]](#).

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

As part of the proposed Settlement, Class Members who complete an application process are eligible to return to the United States (subject to certain restrictions).

Further specifics regarding the application process are further described in paragraph [\[INSERT\]](#) of the Settlement.

8. *What do I have to do to begin the process to request to return to the United States if the Settlement is approved?*

If the Court grants Final Approval of the Settlement (see section 15 below), persons who believe they are Class Members will be allowed to apply for the relief provided for under the Settlement.

Guidelines for the application that may be used to obtain the relief are available [HERE](#). You may also obtain the guidelines by contacting [\[INSERT\]](#) at [\[INSERT\]](#). Once completed the application must be sent to [\[INSERT\]](#).

The time period for submitting an application will be determined once the Court holds the fairness hearing. Please check this website again for further updates. It is presently anticipated, however, that the time period for submitting applications will run from [\[Month Day, Year\]](#) until [\[Month Day, Year\]](#).

9. *I am a Class Member. If the Defendants determine I am eligible to return to the United States, when will I be able to return to the United States?*

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement at the Fairness Hearing described below and, if there are any appeals, after the appeals are resolved in favor of the Settlement. If there are appeals related to the settlement, it could take months or years before you will be permitted to return to the United States. ***Please be patient.***

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. *Do I have a lawyer in this case?*

The Court has ordered that [\[INSERT\]](#) (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Class Counsel will request \$700,000 for their attorneys' fees and costs (total). The Court will make the final decision as to the amounts to be paid to Class Counsel. As noted in Section 10 above, you will not be separately charged for these lawyers.

12. *Will the Representative Plaintiffs receive any benefits for their efforts in bringing this Action?*

The Representative Plaintiffs are being permitted to return to the United States under similar limitations as Class Members.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, you will be releasing your claims against Defendants. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendants regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website www.settlementwebsite.com contains the full terms of the release.

HOW TO OBJECT TO THE SETTLEMENT

14. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 16 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs.

If you are a Class Member and wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs, you must file a written objection with the Court and serve such objection on Class Counsel and Defendants' Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) [Month Day, Year].

CLASS COUNSEL	DEFENDANTS' COUNSEL	COURT
SEAN RIORDAN AMERICAN CIVIL LIBERTIES UNION OF SAN DIEGO & IMPERIAL COUNTIES P.O. BOX 87131 SAN DIEGO, CA 92138-7131	CRAIG A. DEFOE U.S. DEPARTMENT OF JUSTICE BEN FRANKLIN STATION P.O. BOX 868 WASHINGTON, DC 20044	HON. JOHN A. KRONSTADT U.S. DIST. CT., C.D. CAL., 255 EAST TEMPLE STREET, ROOM 750 LOS ANGELES, CA 90012-3332

Any written objections must state: **(a)** the name and case number of the Action, "*Lopez-Venegas v. Johnson*, Central District of California Case No. 13-cv-03972"; **(b)** the full name, address, and telephone number and/or email address of the person objecting; **(c)** the words "Notice of Objection" or "Formal Objection"; and **(d)** in clear and concise terms, the legal and factual arguments supporting the objection, including an attestation under the penalty of perjury of facts demonstrating that the person objecting is a Class Member. You may, but need not, file and serve your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you file and serve a written objection, you may appear at the Fairness Hearing, either telephonically or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you or your attorney intend to make an appearance at the Fairness Hearing, you must also deliver to Class Counsel and Defendants' Counsel, and file with the Court, no later than (*i.e.*, postmarked by) [Month Day, Year] a "Notice of Intention to Appear." If you are in Mexico and will not be appearing through counsel, after you submit a "Notice of Intention to Appear," you will be sent information so that you can attend the Fairness Hearing telephonically.

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney's(s') name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written brief, which must also contain a list of any such witnesses and a summary of each witness' expected testimony.

FAIRNESS HEARING

15. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class and to consider the award of attorneys' fees and expenses to Class Counsel.

16. When and where is the Fairness Hearing?

On [Month Day, Year at Time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable John A. Kronstadt in Courtroom 750 - 7th Floor of the U.S. District Court for the Central District of California, located at the Edward R. Roybal Federal Building and United States Courthouse, 255 East Temple Street, Los Angeles, CA 90012-3332.

The hearing may be postponed to a different date or time or location without notice. Please check www.settlementwebsite.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

17. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 14, you may speak at the Fairness Hearing only if (a) you have timely served and filed an Objection, and (b) you have timely served and filed a Notice of Intent to Appear.

GETTING MORE INFORMATION

18. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative complaint and other relevant pleadings filed in the Action, please visit the Settlement website located at: www.settlementwebsite.com. Alternatively, you may contact [INSERT] at the postal mailing address: [Address; City; State; ZIP].

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Dated: XXX XX, 2014

By: Order of the Central District of California
HONORABLE JOHN A. KRONSTADT
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT C

SUMMARY NOTICE

TO ALL INDIVIDUALS WHO AGREED TO RETURN TO MEXICO WHILE BEING DETAINED BY U.S. BORDER PATROL OR U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT IN SOUTHERN CALIFORNIA BETWEEN JUNE 1, 2009 AND [DATE]

What is the purpose of this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the United States District Court for the Central District of California (“Court”) titled *Lopez-Venegas v. Johnson*, Case No. 13-cv-03972 (“Action”). The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action concerns the Voluntary Return authority (“Voluntary Return”) administered by immigration enforcement agencies in Southern California. Under Voluntary Return, certain individuals who are not U.S. citizens or nationals (“Individuals”) unlawfully residing in the U.S. may voluntarily agree to leave the U.S. by signing a document waiving their right to appear before a judge. Plaintiffs contend that, as administered in Southern California, Voluntary Return violates their rights under both the Constitution and the statutes and regulations that apply to the immigration enforcement agencies. Defendants (representatives of U.S. immigration agencies) deny wrongdoing and liability and both sides disagree on what, if anything, the class could have obtained after trial. **No court has decided which side is right. But all parties have agreed that Defendants will provide relief to certain Individuals affected by Voluntary Return in order to resolve the Action.**

Am I a Class Member? You are a “Class Member” if you returned to Mexico pursuant to a Qualifying Voluntary Return in Southern California (with certain geographic limitations) between June 1, 2009 and [Month Day, Year] and you are an Individual described in both paragraphs (a) and (b) below:

- (a) Based on the facts as they existed at the time of your Qualifying Voluntary Return, you:
 - (i) Last entered the United States with inspection prior to your Qualifying Voluntary Return and satisfied the non-discretionary criteria for submitting an approvable application to adjust status under 8 U.S.C. § 1255(a), based on a *bona fide* immediate relative relationship defined in 8 U.S.C. § 1151(b)(2)(A)(i);
 - (ii) Were the beneficiary of a properly filed Form I-130 Petition for Alien Relative based on a *bona fide* family relationship, which was pending or approved at the time of the Qualifying Voluntary Return;
 - (iii) Satisfied the non-discretionary criteria to apply for cancellation of removal under 8 U.S.C. § 1229b; or
 - (iv) Your Qualifying Voluntary Return occurred on or after June 15, 2012, and at that time you satisfied the bulleted criteria for consideration for Deferred Action for Childhood Arrivals (“DACA”) listed on page one of the June 15, 2012 memorandum from former Secretary of Homeland Security Janet Napolitano; and
- (b) At the time of application for class membership, you:
 - (i) Are physically present within Mexico; and
 - (ii) Are inadmissible under 8 U.S.C. § 1182(a)(9)(B), due to your Qualifying Voluntary Return, except that this requirement does not apply to you if you are seeking recognition as a Class Member under Paragraph (a)(i) above.

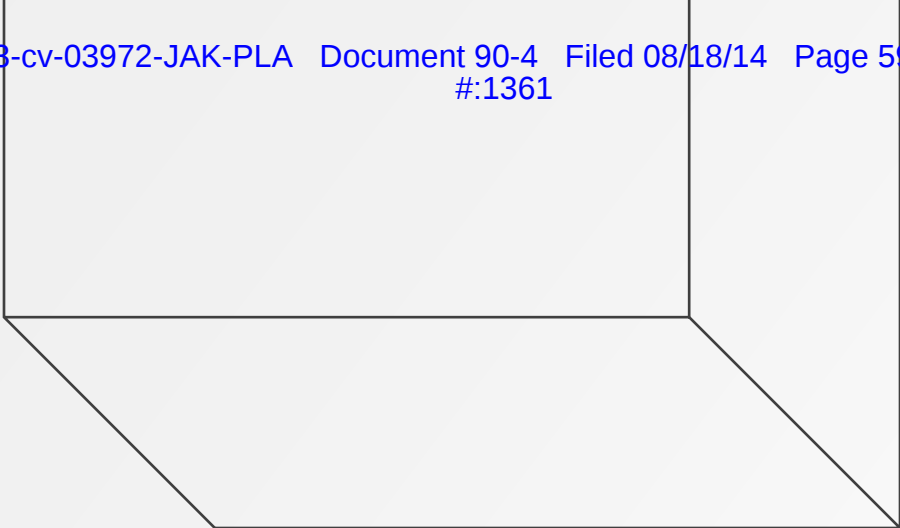
What relief does the Settlement provide? If you are a Class Member, you are eligible to seek to return to the United States (subject to certain restrictions). To do so you must complete an application demonstrating your status as a Class Member. If the Court grants final approval and there are no appeals of the order, the Parties currently anticipate that the application period will run from [Month Day, Year] to [Month Day, Year].

What are my other options? If you are a Class Member, you may object to the Settlement by [Month Day, Year]. The Court will hold a hearing on [Month Day, Year] at [Time] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for \$700,000 in attorneys' fees and costs. You may ask to appear at the hearing, but you are not required to do so.

More information? For complete information about the Settlement; to view the Settlement Agreement, related Court documents, and the criteria to request relief under this Settlement; and to learn more about how to exercise your various options under the Settlement (including information explaining how to object to the Settlement if you are a Class Member), visit www.settlementwebsite.com. You may also write to [INSERT] at [INSERT].

EXHIBIT D

NOTICE PLAN



Notice Plan Detail: Lopez-Venegas vs. Johnson

Notice Plan



The recommended notification plan will focus on delivering 25 million impressions all focused to reach class members based on regional and demographic data.

- Out of Home Bulletins
- Radio
- Display Media with custom built Hispanic channels consisting of top trafficked domains as verified by comScore
- Ads targeted to top search engines, ensuring class members can find claim website
- Ads targeted to top social networks , ensuring class members can find claim website

Advertisements in both Spanish and English.

Audience



Hispanic population, southern California & Mexico | Adults 18-64

- Focused on delivering 25MM targeted impressions to class members

Targeting Segments

- Hispanic individuals 18-64
- Friends and family of affected class
- Hispanic individual, southern California & Mexico
 - 66% aged 18-44
 - High radio listenership
 - Heavy mobile users, 78% access the internet via mobile

Summary



Notice Plan Summary

Notice plan will effectively notify class members via 25 million+ media impressions. Dahl/FRWD digital media methodology does not utilize broad based digital networks, instead sites are specifically selected based on class members media consumption in order to minimize wasted ad impressions and ultimately wasted ad spend.

Throughout the campaign media will be tracked to the campaign website using Google Analytics and media spend will be optimized on best performing channels based on campaign goals (claim submits, downloads, etc.).

Media	Impressions	Budget
Out of Home	3,500,000	\$35,000
Radio	2,500,000	\$25,000
Display	6,666,666	\$20,000
Social Media	13,000,000	\$6,500
Paid Search	200,000	\$2,000
Banner Production	-	\$1,500
Total	25,866,666	\$90,000

Media Examples – Outdoor Bulletins

OOH Media

Bulletins in high population Mexican border cities of Tijuana, Tecate and Mexicali, as well as focusing placements near border crossings.

Impressions: 3,500,000

Budget: \$35,000



*Specific placements will be finalized upon approval of plan

Media Examples – Radio

Terrestrial Radio

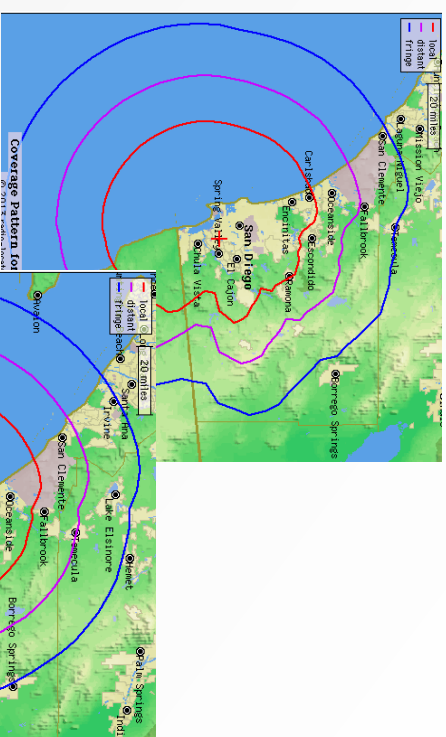
Radio ads :60 in length will be placed on top Spanish speaking radio stations near the Mexico/U.S. border.

Example Stations include:

- KLQV-FM, Spanish Adult Hits
- KLVN-FM, Regional Mexican

Impressions: 2,500,000

Budget: \$25,000



*Station Selection will be finalized upon approval of the plan

Media Examples – Display



Display Media

Placements across top hand selected websites that align with our core audience.



Impressions: 6,666,666

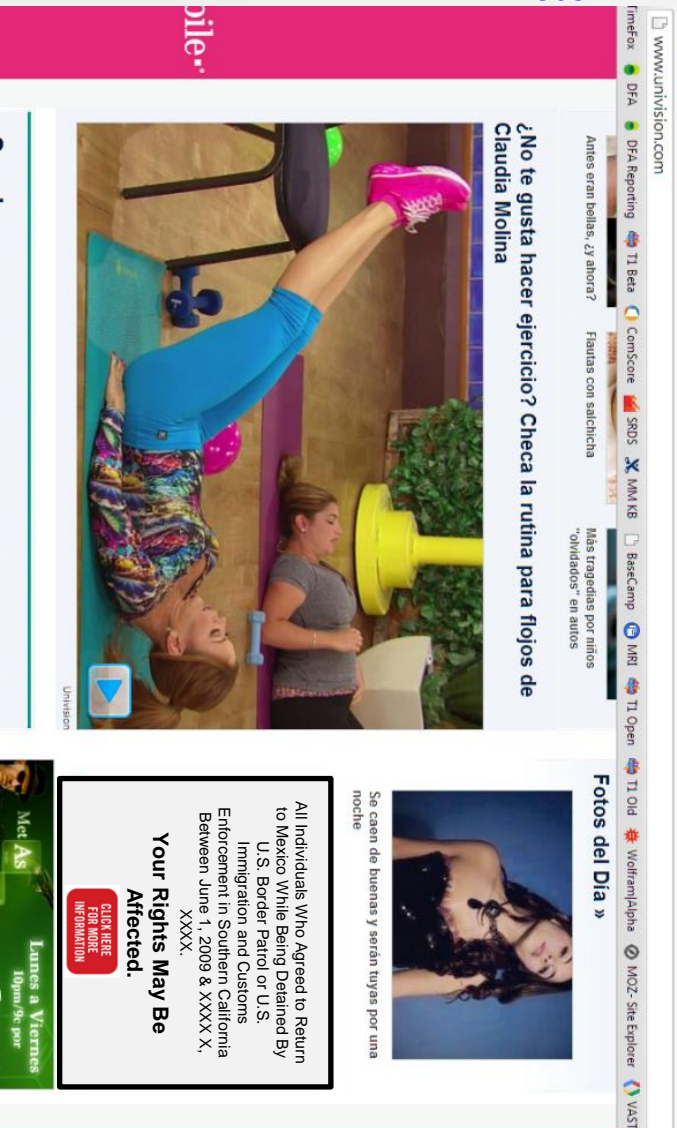
Budget: \$20,000

Media Examples – Display

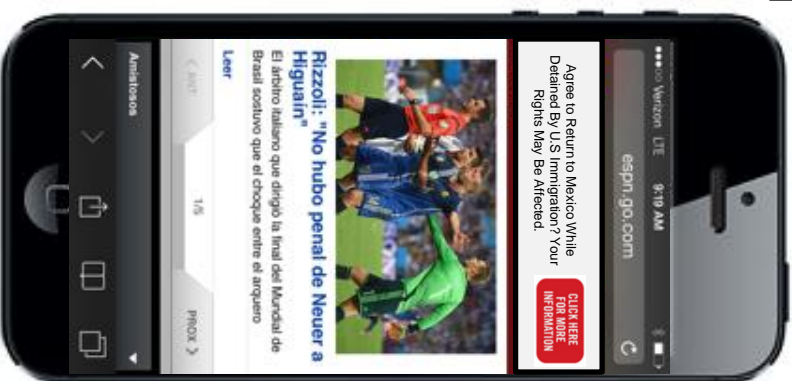
All Individuals Who Agreed to Return to Mexico While Being Detained By U.S. Border Patrol or U.S. Immigration and Customs Enforcement in Southern California Between June 1, 2009 & XXXX X, XXXX.

Your Rights May Be Affected.

CLICK HERE
FOR MORE
INFORMATION



*Creative messaging will be finalized upon approval of the plan | Actual banner sizes larger than pictured



Media Examples – Social

Social Media



Specific interests will be targeted to ensure reach of the class members. Example interest targets:

- Spanish language targeting
- ESPN Deportes
- Univision
- Univision Deportes Network
- Mexico National Football Team

Impressions: 13,000,000

Budget: \$6,500

Like · Comment · Share · 833 · 11 · 215

Mashable

15 hrs · 🌐

Want to get promoted? Make sure you're following this guide.

What Are the Factors That Most Often Lead to Promotion?

A Quora user answers the question, "Why do some people get promoted over others?"

MASHABLE.COM

Like · Comment · Share · 279 · 11 · 131

Mashable

July 14 at 5:20pm · 🌐

Good message. Poor execution.

Games You May Like

Guess The Emoji

Class Action Settlement

Test Out Optimizely

Free Webex Account

Sewer/Septic Repair Plan

Free Cable Testing Poster

*Creative messaging will be finalized upon approval of the plan

Dahl FRWD | Notice Plan for **Lopez-Venegas v Johnson**

Media Examples – Spanish



Social, Search, Display ads in Spanish

Display

Todos los individuos que acordaron volver a México Por ser detenidos por la Patrulla Fronteriza o de Inmigración y Control de Aduanas en el sur de California, entre 01 de junio 2009 y XXXX X, XXXX.

Sus derechos pueden verse afectados.



Paid Social

Acuerdo de Demanda Colectiva

Acordó regresar a México bajo custodia de Inmigración? Sus derechos pueden verse afectados.

Paid Search

Attn: Previos Detenidos

Durante su detención aceptó
Regresar a México? Aprenda Más

www.lopezvslawsuit.com

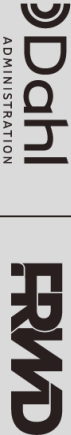
Acuerdo de Demanda Colectiva

Durante su detención aceptó
Regresar a México? Aprenda Más

www.lopezvslawsuit.com

*Creative messaging will be finalized upon approval of the plan

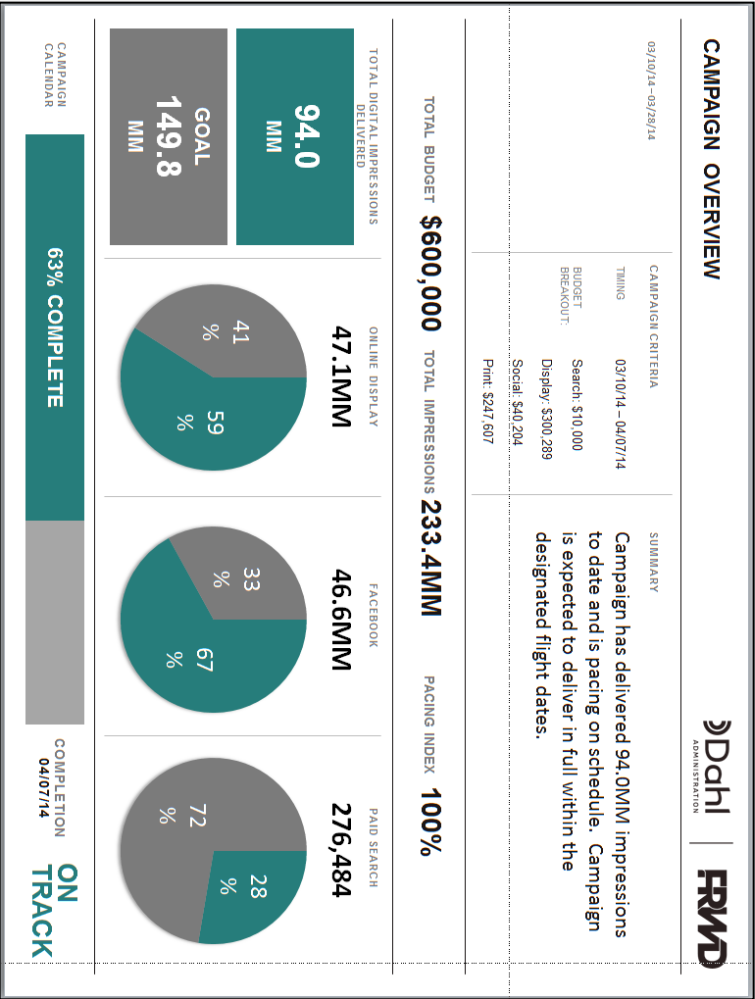
Reporting Example



Real Time Reporting & Summary Reporting

Reporting is done daily to ensure proper pacing toward campaign goals.

Reporting is delivered weekly with full campaign detail to ensure proper execution of the notice plan.



Notice Plan Notes and Considerations



1. Dahl and media partner FRWD will work with counsel to finalize a detailed Notice Plan under Court timelines

2. Dahl/FRWD is able to design a detailed Notice Plan consistent with Due Process and Rule 23 requirements

3. The detailed notice plan will include detailed declarations from Dahl/FRWD experts and additional materials to support Notice Plan approval

4. Listed Notice Plan cost estimates include all elements of digital notice plan planning, execution, and optimization as well as real-time reporting accessible by counsel (as applicable)

Contact



Dahl & FRWD

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Jeff Dahl

P: 952 562 3601

jdahl@dahladministration.com

Brittany Epand

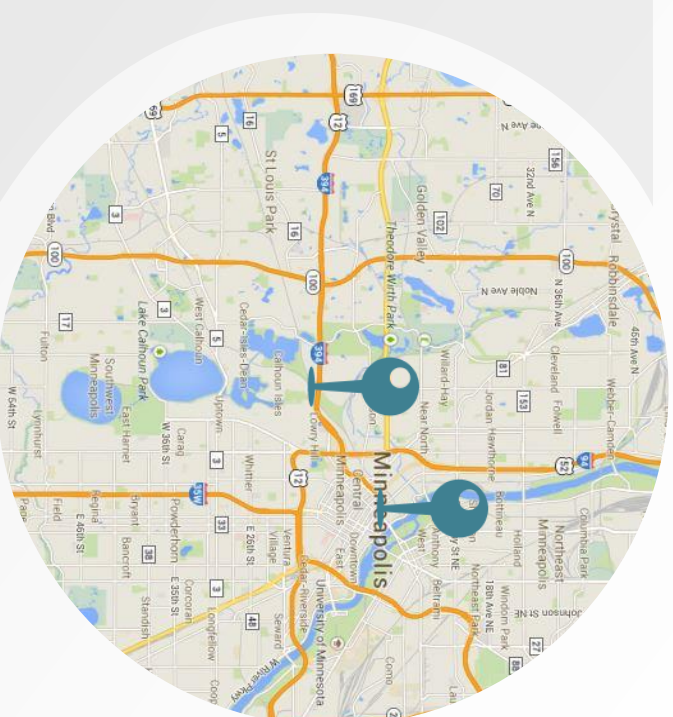
P: 651 253 4926

Brittany.epand@frwdco.com

Matt Larson

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Matt.larson@frwdco.com



* Google Maps, 2014

EXHIBIT E

[PROPOSED] FINAL JUDGMENT

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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 ISIDORA LOPEZ-VENEGAS, *et al.*,

12 Plaintiffs,

13 v.

14 JEH JOHNSON, *et al.*,

15 Defendants.
16

No. CV 13-03972-JAK (PLAx)

[PROPOSED] FINAL JUDGMENT

1 1. In the Final Order Approving Class Action Settlement, the Court
2 granted final certification of a class defined as:

3 All Individuals who returned to Mexico pursuant to a Qualifying
4 Voluntary Return between June 1, 2009, and [DATE], and who are
5 described in both paragraphs (a) and (b) below:

6 (a) Based on the facts as they existed at the time of his or her
7 Qualifying Voluntary Return, the Individual:

8 (i) Last entered the United States with inspection prior to his
9 or her Qualifying Voluntary Return and satisfied the non-
10 discretionary criteria for submitting an approvable
11 application to adjust status under 8 U.S.C. § 1255(a),
12 based on a *bona fide* immediate relative relationship
13 defined in 8 U.S.C. § 1151(b)(2)(A)(i);

14 (ii) Was the beneficiary of a properly filed Form I-130
15 Petition for Alien Relative based on a *bona fide* family
16 relationship, which was pending or approved at the time
17 of the Qualifying Voluntary Return;

18 (iii) Satisfied the non-discretionary criteria to apply for
19 cancellation of removal under 8 U.S.C. § 1229b; or

20 (iv) His or her Qualifying Voluntary Return occurred on or
21 after June 15, 2012, and at that time he or she satisfied
22 the bulleted criteria for consideration for Deferred Action
23 for Childhood Arrivals (“DACA”) listed on page one of
24 the June 15, 2012 memorandum from former Secretary of
25 Homeland Security Janet Napolitano; and

26 (b) At the time of application for class membership, the Individual:

27 (i) Is physically present within Mexico; and

28 (ii) Is inadmissible under 8 U.S.C. § 1182(a)(9)(B), due to
his or her Qualifying Voluntary Return, except that this
requirement does not apply to an Individual seeking
recognition as a Class Member under Paragraph (a)(i)
above.

The term “ICE” means U.S. Immigration and Customs Enforcement, and the term
“Border Patrol” means U.S. Border Patrol, both of which are within the U.S.

1 Department of Homeland Security. The term “Qualifying Voluntary Return”
2 means “any Voluntary Return that occurred within the Relevant Area during the
3 period starting June 1, 2009, and ending on the date of the District Court’s
4 Preliminary Approval of the Classwide Settlement, on which a potential Class
5 Member relies when applying to be a member of the Settlement Class.” The term
6 “Voluntary Return” means “the process by which an Individual in the custody of
7 ICE or Border Patrol admits being unlawfully present in the United States, and
8 returns to his or her country of citizenship or nationality under 8 U.S.C. § 1229c(a),
9 in lieu of formal removal proceedings. This term does not include voluntary
10 departure granted by an immigration judge during or at the conclusion of formal
11 removal proceedings.” The term “Relevant Area” means “with regard to Border
12 Patrol, the geographic area covered by Border Patrol’s San Diego Sector, and with
13 regard to ICE, the geographic area covered by ICE’s San Diego and Los Angeles
14 Field Offices.” Further, the term “Individual” means “a natural person who is not a
15 citizen or national of the United States.”

16 **2.** All persons who satisfy the class definition above are Class Members,
17 regardless of whether they file an application for class membership. However, an
18 Individual is not a Class Member if: (1) Defendants deny his or her application for
19 class membership and that decision is not otherwise reversed; or (2) Defendants
20 deny him or her physical entry into the United States.

21 **3.** In the Final Order Approving Class Action Settlement, the Court found
22 that notice of the Settlement Agreement and Release (“Settlement Agreement”) was
23 provided to Class Members by [INSERT] in compliance with Section 3.3 of the
24 Settlement Agreement, Federal Rule of Civil Procedure 23, and due process.

25 **4.** Consistent with the Settlement Agreement, by entry of this Final
26 Judgment, each Class Member and his or her assignees, heirs, successors, and
27 personal representatives unconditionally releases the United States of America and
28

1 all Defendants, including their sub-agencies, officers, agents, and employees, from
2 all claims asserted in the First Amended Complaint based on events that occurred
3 on or before the date of entry of the Preliminary Approval Order. This Judgment
4 shall not have preclusive effect on any damages claim by any Class Member.

5 **5.** The Court and assigned Magistrate Judge shall retain jurisdiction over
6 all disputes between and among the parties arising out of the Settlement Agreement,
7 including but not limited to interpretation and enforcement of the terms of the
8 Settlement Agreement, except as otherwise provided in the Settlement Agreement.

9 NOW, THEREFORE, the Court, finding that no reason exists for delay,
10 hereby directs the Clerk to enter this Final Judgment, pursuant to Federal Rule of
11 Civil Procedure 58, forthwith.

12
13 DATED: _____, 2014

14 JOHN A. KRONSTADT
15 UNITED STATES DISTRICT JUDGE
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EXHIBIT F

ADVISAL HOTLINE SCRIPT

Exhibit F – Script for Hotline

- You are currently in immigration custody because United States immigration officials believe that you are here without any lawful immigration status.
- Depending on the circumstances of your case, immigration officials might present you with, or may have already presented you with, the opportunity to request a voluntary return. The Form I-826, on which you can request a voluntary return, includes a written notice of important rights and advisals, and allows you to request one of three different options. A copy of the form will be, or should have been, given to you.
 - If you choose the first option, you are requesting a hearing before a judge in immigration court. The judge will decide whether you can stay in the United States. If you request a hearing, you may continue to be detained or you may be eligible to be released from detention, and payment of bond may or may not be required.
 - If you choose the second option, you are indicating that you believe you will face harm if you return to your home country. You will be asked additional questions before your case is referred to the immigration court for a hearing.
 - If you choose the third option, you are admitting that you are in the United States illegally, do not fear returning to your home country, and wish to return to your country as soon as arrangements can be made. By choosing this option, you are giving up your right to a hearing before a judge in immigration court. You may be held in detention until your departure and you will be returned to your home country as soon as possible. If you chose this option you may lose the opportunity to apply for certain immigration benefits or forms of relief from removal that are only available to people present within the United States.
- The immigration officer will ask you to choose one of those three options by marking next to that option, and signing the Form. The officer is not allowed to force or pressure you to choose any of the options on the Form.
- If you have already requested Voluntary Return, you may change your mind at any time before your departure from the United States and instead request a hearing before a judge in immigration court. You should let an immigration officer know immediately if you change your mind.
- If you choose Voluntary Return, you may be unable to legally return to the United States for three or ten years, depending on how long you have been in the United States without legal status. You may be able to return sooner if you apply for a waiver, but waivers are only available if you have a spouse or parent who is a U.S. citizen or lawful permanent resident. If you have been in the United States without legal status for 180 days or less, none of these provisions apply to you.

- You have the right to use a working telephone to attempt to contact an attorney, other legal representative, family member, and/or your consulate. If you have any questions about your rights or the options available to you, you may contact an attorney or other legal representative. You will be given access to a list of free legal service providers, and their telephone numbers, and you may call them to request help with your case.
- If you think that any immigration officer has violated your rights or improperly forced or pressured you to choose an option on the Form I-826, you have the right to file a complaint.
- Remember, if you have any doubts or questions about your options, you may contact an attorney or legal representative.