

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

LEOBARDO MORENO GALVEZ,

Plaintiffs,

v.

UR JADDOU, *et al.*,

Defendants.

Case No. 2:19-cv-00321-RSL

**SETTLEMENT AGREEMENT AND
RELEASE RELATING TO
ATTORNEYS' FEES, EXPENSES,
AND COSTS**

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Plaintiffs Leobardo Moreno Galvez, Jose Luis Vicente Ramos, and Angel de Jesus Muñoz Olivera, on behalf of themselves and the certified class, as well as Defendants, Ur M. Jaddou, Director of United States Citizenship and Immigration Services (“USCIS”), Alejandro Mayorkas, Secretary of the United States Department of Homeland Security (“DHS”), and Terri A. Robinson, Director of the National Benefits Center, by and through their respective counsel, hereby stipulate and agree as follows:

I. RECITALS

WHEREAS, Plaintiffs, Leobardo Moreno Galvez, Jose Luis Vicente Ramos, and Angel de Jesus Muñoz Olivera, on behalf of themselves and others similarly situated, filed a Complaint on March 5, 2019 (ECF No. 1), asserting that Defendants’ former legal guidance regarding a state court’s reunification authority violated Section 706(2) of the Administrative Procedure Act, 5 U.S.C. §§ 701, *et seq.* (“APA”), and that Defendants’ failure to adjudicate Special Immigrant Juvenile (“SIJ”) petitions within 180 days violated Section 706(1) of the APA.

WHEREAS, on July 17, 2019, the Court certified a nationwide class of “all individuals who have been issued predicate [SIJ] orders by Washington state courts after turning eighteen

years old but prior to turning twenty-one years old and have submitted or will submit [SIJ] petitions to [USCIS] prior to turning twenty-one years old.” (ECF No. 41); and

WHEREAS, on October 5, 2020, the Court granted Plaintiffs’ motion for summary judgment and request for permanent injunctive relief, declaring USCIS’s former legal guidance unlawful and permanently enjoining USCIS from applying the former legal guidance to the Class and permanently enjoining USCIS to adjudicate Class members’ SIJ petitions within 180 days, unless the class member requests additional time to respond to a Request for Evidence (“RFE”) or Notice of Intent to Deny (“NOID”) (ECF No. 76 at 19);

WHEREAS, on November 3, 2022, the Ninth Circuit Court of Appeals affirmed the district court’s issuance of injunctive relief, but vacated the provision of the permanent injunction permitting SIJ petitioners to toll the 180-day deadline when responding to RFEs and NOIDs and remanded the case for further modifications to the injunction consistent with the Ninth Circuit’s decision (*see Galvez v. Jaddou*, 52 F.4th 821, 838–39 (9th Cir. 2022)); and

WHEREAS, on September 22, 2023, the district court amended the permanent injunction by removing the provision that permitted members of the Class to toll the 180-day-adjudication deadline (ECF No. 99);

WHEREAS, on December 14, 2023, Plaintiffs filed a Motion for Attorneys’ Fees and Costs under the Equal Access to Justice Act (“EAJA”),

WHEREAS, the Parties, through their respective counsel, have conducted arms-length settlement negotiations regarding a compromise and settlement of Plaintiffs’ Motion for Attorneys’ Fees and Costs under EAJA,

NOW, THEREFORE, subject to the Court's approval as required herein and pursuant to Federal Rule of Civil Procedure 23(h), and in consideration of the mutual promises set forth below, the Parties agree as follows:

II. DEFINITIONS

As used in this Settlement Agreement and Release and its implementation and enforcement, the following capitalized terms shall have the meanings set forth below.

1. “**Action**” means *Moreno Galvez v. Jaddou*, 2:19-cv-321-RSL (W.D. Wash.).
2. “**Agreement**” means the Settlement Agreement and Release Relating to Attorneys’ Fees, Expenses, and Costs, to be filed in this Action.
3. “**Class**” and “**Class Members**” mean all individuals who have been issued SIJ orders by Washington state courts after turning eighteen years old but prior to turning twenty-one years old and have submitted or will submit SIJ petitions to USCIS prior to turning twenty-one years old.
4. “**Court**” means the United States District Court for the Western District of Washington, Hon. Robert S. Lasnik presiding.
5. “**Defendants**” means Ur M. Jaddou, in her official capacity as Director of USCIS, Alejandro Mayorkas, in his official capacity as Secretary of DHS, and Terri A. Robinson, in her official capacity as Director of the USCIS National Benefits Center, their predecessors and successors, their departments and agencies, and their past or present agents, employees, and contractors.
6. “**Defendants’ Counsel**” means all attorneys who represent Defendants in this Action.
7. “**Final Approval**” means the issuance of a written order by the Court approving the Agreement pursuant to Rule 23(h) of the Federal Rules of Civil Procedure.

8. “**Motion**” means Plaintiffs’ Motion for Attorneys’ Fees and Costs under the Equal Access to Justice Act, all exhibits attached thereto and declarations filed in support, ECF Nos. 100–108.
9. “**Parties**” means Plaintiffs and Defendants, as defined herein.
10. “**Plaintiffs**” means Leobardo Moreno Galvez, Jose Luis Vicente Ramos, Angel de Jesus Muñoz Olivera, and Class Members.
11. “**Plaintiffs’ Counsel**” means all attorneys who currently represent and/or previously represented Plaintiffs in this Action. Should Northwest Immigrant Rights Project change its name or merge with other entities, or should new counsel replace the current named attorneys, that new entity and/or attorneys shall also qualify as Plaintiffs’ Counsel.

III. TERMS OF SETTLEMENT

1. **Withdrawal of Motion.** Plaintiffs shall withdraw their Motion, as well as all exhibits and declarations filed in support of their Motion (ECF Nos. 100–108), within three (3) business days of the final approval of this Agreement.
2. **Defendants’ Consideration.** After Final Approval of the Agreement, the withdrawal of Plaintiffs’ Motion and supporting documents as agreed upon in Paragraph 1 of this Section, and USCIS’s receipt of all necessary payment information from Plaintiffs’ Counsel, Defendants shall pay \$400,000.00 in full and complete satisfaction of any claims by Plaintiffs and Plaintiffs’ Counsel for costs, attorneys’ fees, and litigation expenses incurred in connection with the Action. The payment will be made by electronic funds transfer in accordance with payment information provided to

Defendants' Counsel by Plaintiffs' Counsel, and under the normal processing procedures followed by the Department of the Treasury.

- 3. Waiver and Release.** In exchange for and effective upon receipt of payment of the amount agreed upon in Paragraph 2 of this Section, Plaintiffs and Plaintiffs' Counsel shall release Defendants from any and all claims by Plaintiffs and Plaintiffs' Counsel for or arising from attorneys' fees for work that has been performed or payment or reimbursement of expenses or costs that have been incurred in connection with this Action. This release encompasses claims under EAJA and any other basis for seeking payment of fees and expenses that have been incurred in the Action.
- 4. No Admission of Wrongdoing, Liability, or Facts.** The Parties further agree that neither this Agreement nor payment of the amount agreed upon in Paragraph 2 of this Section shall constitute a concession by Plaintiffs, Plaintiffs' Counsel, or Defendants as to: (a) the hourly rates that Plaintiffs' Counsel are entitled to; (b) the reasonable market rates for attorneys with similar experience and/or expertise as Plaintiffs' Counsel; (c) whether Plaintiffs' Counsel are entitled to rates exceeding the Statutory Maximum Rates Under EAJA established by the Ninth Circuit; (d) Plaintiffs' entitlement to attorneys' fees and other litigation costs and expenses, including any fact upon which Plaintiffs' Counsel have based any statements for fees and costs in their Motion and supporting documents (ECF Nos. 100–108); (e) any point of law, including but not limited to those concerning Plaintiffs' Motion; or (f) any alleged fact, wrongdoing, misconduct, or liability on the part of the United States, its officers, or any person affiliated with it.

- 5. Prohibited Use of This Agreement in Future Litigation.** Neither Defendants nor Plaintiffs nor their Counsel may cite to, offer, rely on, or otherwise refer to this Agreement, as evidence of entitlement to attorneys' fees or costs; reasonable attorney rates; market rates for attorneys, paralegals, or other staff; concession of liability or wrongdoing; or for any other reason, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
- 6. Approval Procedure.** This Agreement is subject to and contingent upon Court approval under Rule 23(h) of the Federal Rules of Civil Procedure. As soon as practicable after the execution of this Agreement, the Parties shall file a Joint Motion for an order: (a) granting preliminary approval of this Agreement and (b) approving the form of notice to Class Members. *See* Fed. R. Civ. P. 23(h). If the Court rejects this Agreement, in whole or in part, or otherwise finds that the Agreement is not fair and reasonable, the Parties agree to meet and confer to work to resolve the concerns articulated by the Court and modify the Agreement accordingly. As soon as practicable after the Court issues the preliminary approval order, the Parties shall each effectuate notice to Class Members in English and Spanish—the Defendants by posting a copy of the Notice on the USCIS website, and the Plaintiffs by posting a copy of the Notice on Plaintiffs' counsel's website.
- 7. Final Approval.** This Agreement shall be subject to the Final Approval of the Court. The Parties shall cooperate in presenting this Agreement to the Court for Final Approval, including at any hearing it determines necessary under Fed. R. Civ. P. 23(h). If a hearing is scheduled for the Final Approval of the settlement pursuant to Federal

Rule of Civil Procedure 23(h)(3), the Parties shall jointly move for Final Approval of this Agreement. If the Court grants Final Approval, the Parties stipulate that this Agreement shall not be construed as a consent decree or its equivalent. If the Court does not grant Final Approval, this Agreement shall be null and void, and nothing herein will prejudice the position of any Party with respect to the Action or otherwise, and neither Plaintiffs, Plaintiffs' Counsel, Defendants, or Defendants' Counsel may refer to the existence of this Agreement, nor any of its terms, nor any of the negotiations or proceedings connected with it, for any purpose in the Action or in any other proceeding.

- 8. Parties' Reservation of Rights.** This Agreement shall have no effect on Plaintiffs' right to move to enforce the permanent injunction (ECF No. 99) or Defendants' right to oppose any such motion. Defendants reserve the right to file a motion with the Court at any point to dissolve, vacate, or modify the permanent injunction, ECF No. 99, and Plaintiffs reserve the right to oppose any such motion.
- 9. Meet and Confer Requirement.** If any of the Parties intend to enforce this Agreement by filing a claim, the Party seeking enforcement shall meet and confer in good faith with the other Parties before filing a claim or action in any court. The Party seeking to enforce this Agreement shall provide the other party at least 30 days after the meet and confer to remedy the alleged breach before seeking any type of court intervention.
- 10. Integration.** This Agreement is the entire agreement between the Parties. All prior conversations, meetings, discussions, drafts and writings of any kind are superseded by this Agreement.

11. Rules of Construction. The Parties agree that their respective attorneys jointly drafted this Agreement. Accordingly, the Parties hereby agree that all rules of construction to the effect that ambiguity is construed against the drafting party are inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

12. Knowing and Voluntary Agreement. The Parties acknowledge that they have read this Agreement and enter into it knowingly and voluntarily, of their own free act and deed. The Parties acknowledge that they have evaluated the claims and contentions regarding fees, expenses, and costs, as well as the risks of continued litigation. The Parties, after considering the risk, delay, and the costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable.

13. Offsets. Nothing in this Agreement waives or modifies federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to this Agreement or the settlement proceeds, and Plaintiffs are executing this Agreement without reliance on any representation by Defendants as to the application of any such law.

14. Execution of Agreement. The undersigned representatives of the Parties certify that they are fully authorized by the Party they represent to enter into and execute the terms and conditions of this Agreement. This Agreement becomes effective on the date as of which all Parties have executed this Agreement. Facsimiles and PDF versions of signatures are acceptable, binding signatures for purposes of this Agreement, have the same force and effect as original signatures, and are equally admissible in any proceeding to enforce this Agreement as though an original.

15. Confidentiality. No part of this Agreement is or will be considered confidential by the Parties.

SO AGREED:

FOR PLAINTIFFS:

Dated: May 17, 2024

/s/ Matt Adams
MATT ADAMS
NORTHWEST IMMIGRANT RIGHTS
PROJECT
615 Second Avenue, Suite 400
Seattle, Washington 98104
Telephone: (415) 957-8611
Email: matt@nwirp.org

FOR DEFENDANTS:

WILLIAM C. PEACHEY
Director
JESSICA D'ARRIGO
Senior Litigation Counsel
ALEXA WHITE
Trial Attorney

Dated: May 17, 2024

/s/ Katelyn Masetta-Alvarez
KATELYN MASETTA-ALVAREZ
Trial Attorney
United States Department of Justice
Civil Division
Office of Immigration Litigation
District Court Section
P.O. Box 868, Ben Franklin Station
Washington, D.C. 20044
Tel.: (202) 514-0120
Katelyn.masetta.alvarez@usdoj.gov