

EXHIBIT A

The Honorable Lauren King

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

ABDIQAFAR WAGAFE, *et al.*,

Plaintiffs,

v.

DONALD J. TRUMP, President of the United States, *et al.*,

Defendants.

No. 2:17-cv-00094-LK

SETTLEMENT AGREEMENT

PREAMBLE

This Settlement Agreement (“Agreement”) is entered into by all Plaintiffs and Defendants in this class action lawsuit (collectively “the Parties”). Named Plaintiffs and class representatives Abdiqafar Wagafe, Mehdi Ostadhassan, Hanin Oman Bengezi, Mushtaq Abed Jihad, and Sajeel Manzoor, along with unnamed Plaintiff class members, are or were individuals with applications for adjustment of status or naturalization pending for longer than six months before United States Citizenship and Immigration Services (“USCIS”) and allegedly subject to USCIS’s Controlled Application Review and Resolution Program (“CARRP”). Defendants are the President of the United States, USCIS, the Secretary of the United States Department of Homeland Security (“DHS”), the Director of USCIS, the Associate Director of USCIS’s Fraud Detection and National Security (“FDNS”) Directorate, and the Associate Director of USCIS’s

1 Field Operations Directorate (“FOD”), with all individual Defendants being sued in their official
2 capacities.

3 WHEREAS, on January 23, 2017, Plaintiffs filed this lawsuit challenging, *inter alia*, the
4 legality of CARRP and USCIS’s alleged use of CARRP as to their adjustment of status and
5 naturalization applications, Dkt. Nos. 1 (Complaint), 47 (Second Amended Complaint);

6 WHEREAS, on June 21, 2017, the Court certified the following two classes:

7 A national class of all persons currently and in the future (1) who
8 have or will have an application for naturalization pending before
9 USCIS, (2) that is subject to CARRP or a successor “extreme
vetting” program, and (3) that has not been or will not be
adjudicated by USCIS within six months of having been filed; and

10 A national class of persons currently or in the future (1) who have
11 or will have an application for adjustment of status pending before
12 USCIS, (2) that is subject to CARRP or a successor “extreme
vetting” program, and (3) that has not been or will not be
adjudicated by USCIS within six months of having been filed.

13 Dkt. 69;

14 WHEREAS, on October 28, 2022, the Court, pursuant to the Parties’ stipulation,
15 “stay[ed] litigation as to the Adjustment Class claims in favor of proceeding first to an
16 adjudication of the Naturalization Class claims,” Dkt No. 613;

17 WHEREAS, on January 17, 2025, the Court, with respect to Naturalization Class claims,
18 entered partial summary judgment in Defendants’ favor and partial summary judgment in
19 Plaintiffs’ favor, Dkt. No. 679;

20 WHEREAS, following the Court’s ruling on the Parties’ cross-motions for summary
21 judgment as to the Naturalization Class claims, the Parties have conducted discussions and
22 negotiations in good faith with respect to a compromise and resolution of the lawsuit, with a
23 view to implementing the Court’s summary judgment order, settling the issues remaining in

1 dispute, and achieving the most effective relief possible consistent with the interests of the
2 Parties;

3 WHEREAS a trial on the remaining issues in dispute would be costly to all parties, and
4 past and future decisions of the Court may be subject to appeal by the unsuccessful Party with
5 the final outcome unknown; and

6 WHEREAS the Parties have concluded that the terms and conditions of this Settlement
7 are fair, reasonable, and in the best interests of the Parties, after considering the Court's order on
8 the Parties' cross-motions for summary judgment, as well as the benefits that the Parties will
9 receive from settlement of the lawsuit.

10 NOW, THEREFORE, in settlement of the matter, and in consideration of the promises
11 and undertakings set forth herein, it is hereby AGREED, by and among the Parties to this
12 Settlement, through their respective counsel, subject to approval of the Court pursuant to Rule
13 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the
14 Parties hereto from the Settlement, that the lawsuit shall be settled and resolved in full through
15 this Agreement, subject to the following terms and conditions:

16 **I. DEFINITIONS**

- 17 1. "Adjustment Class" refers to all members of the class of adjustment of status
18 applicants, defined above, on the Effective Date of the Agreement.
- 19 2. "Classes" or "Class Members" refers to all members of the Adjustment Class and
20 Naturalization Class, as defined below, on the Effective Date.
- 21 3. "Defendants" refers to all Defendants.
- 22 4. "Effective Date" is the date of final approval of the Agreement by the Court, in
23 accordance with Paragraphs 16, 18, 19 and 20.

- 1 5. “Naturalization Class” refers to all members of the class of naturalization
2 applicants, defined above, on the Effective Date of the Agreement.
- 3 6. “Party” or “Parties” refers to all Defendants or to all Plaintiffs or to all Defendants
4 and all Plaintiffs, as context indicates.
- 5 7. “Plaintiff” or “Plaintiffs” refers to the named Plaintiffs and all Class Members as
6 defined herein.
- 7 8. “Remedial Action” refers to the action taken by USCIS on remand, as discussed
8 in Paragraph 22(d).
- 9 9. “Termination Date” is the date upon which all terms of this Agreement will
10 terminate, in accordance with Paragraph 24.

11 **II. CONSTRUCTION**

- 12 10. This Agreement constitutes the entire Agreement among the Parties in settlement
13 of the lawsuit. It supersedes all prior agreements, representations, warranties,
14 statements, promises, covenants, understandings, whether oral or written, express
15 or implied, with respect to the subject matter thereof.
- 16 11. This Agreement is an integrated agreement at the time of authorization and
17 modification and may not be altered, amended, or modified except in writing
18 executed by Plaintiffs and Defendants.
- 19 12. If any provision of this Agreement is declared invalid, illegal, or unenforceable in
20 any respect, the remaining provisions shall remain in full force and effect,
21 unaffected and unimpaired.
- 22
- 23

1 13. This Agreement may be executed in a number of identical counterparts, all of
2 which shall constitute one agreement, and such execution may be evidenced by
3 signatures delivered by electronic transmission.

4 14. Titles and headings to Articles and Sections herein are inserted for convenience
5 and reference only and are not intended to be part of, or to affect the meaning or
6 interpretation of, this Agreement.

7 15. Counsel for the Parties, on behalf of themselves and their clients, represent that
8 they know of nothing in this Agreement that exceeds the legal authority of the
9 Parties or is in violation of any law. Defendants' counsel represent and warrant
10 that they are fully authorized and empowered to enter into this Settlement on
11 behalf of Defendants, and acknowledge that Plaintiffs' counsel enter into this
12 Agreement in reliance on such representation. Plaintiffs' counsel represent and
13 warrant that they are fully authorized and empowered to enter into this Settlement
14 on behalf of Plaintiffs, and acknowledge that Defendants' counsel enter into this
15 Agreement in reliance on such representation. The undersigned, by their
16 signatures on behalf of Plaintiffs and Defendants, warrant that upon execution of
17 this Agreement in their representative capacities, their principals, agents,
18 assignees, employees, successors, and those working for or on behalf of
19 Defendants and Plaintiffs shall be fully and unequivocally bound hereunder to the
20 full extent authorized by law.

1 **III. NOTICE TO CLASS MEMBERS & FAIRNESS HEARING**

2 16. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, within 30 days
3 after signing this Agreement, the Parties will jointly move the Court to direct
4 notice to the Classes, schedule a fairness hearing, and approve this Agreement.

5 17. For purposes of satisfying the notice requirement of Rule 23(e), Plaintiffs'
6 counsel will post and distribute the agreed upon "Public Notice to Possible Class
7 Members of Settlement" attached hereto. In keeping with past practices in this
8 litigation, if contacted in relation to the notice, Plaintiffs' counsel shall not
9 confirm to any person (1) whether any individual is part of the Classes in this
10 lawsuit, and (2) whether any individual's application for naturalization or
11 adjustment of status is or was subject to CARRP.

12 **IV. APPROVAL OF AGREEMENT**

13 18. Plaintiffs' counsel and Defendants' counsel agree to cooperate fully with one
14 another in seeking Court approval of the Agreement and to promptly agree upon
15 and execute all other documentation as may be reasonably required to obtain final
16 Court approval of the Agreement.

17 19. This Agreement is only effective with Court approval.

18 20. The Agreement shall be deemed null and void if not approved by the Court.

19 **V. TERMS OF SETTLEMENT AGREEMENT**

20 21. The Effective Date of the Agreement is the date of the Court's final approval of
21 the Agreement.
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23

1 22. Within 10 days of the Effective Date of the Agreement, the Parties will jointly
2 move the Court to enter an order containing the following components:

3 a. The stay of the Adjustment Class claims, *see* ECF Nos. 612 & 613, is lifted,
4 and the claims of the Adjustment Class are dismissed with prejudice;

5 b. Plaintiffs' Fifth Claim for Relief and Eighth Claim for Relief, with respect to
6 the Naturalization Class, are dismissed with prejudice;

7 c. Pursuant to the Court's summary judgment ruling with respect to Plaintiffs'
8 Eighth Claim for Relief—that, with respect to the Naturalization Class,
9 CARRP was adopted in an arbitrary and capricious manner—the case is
10 remanded to USCIS without vacatur;

11 d. On remand, USCIS shall take remedial action by rescinding the CARRP
12 policy, as memorialized in the policy memoranda and guidelines set forth in
13 the Certified Administrative Record, within seven months of the Court's
14 order. USCIS will notify Plaintiffs and the Court promptly after CARRP has
15 been rescinded.

16 e. The Court shall retain jurisdiction over the case for the purpose of enforcing
17 this agreement until notification that USCIS has rescinded CARRP. Should
18 USCIS not rescind CARRP within seven months of the Court's order,
19 Plaintiffs may move the Court for specific performance of the obligation to
20 rescind CARRP or such other relief appropriate in the circumstances.

21 f. The Court's jurisdiction contemplated in subsection (e) of this Paragraph shall
22 expire upon notification to the Court of the rescission of CARRP as outlined
23

1 in subsection (d) of this Paragraph, except as to a potential motion for costs,
2 expenses and fees.

3 23. Nothing in this Agreement shall be construed to limit the discretion of Defendants
4 to issue a national security vetting policy applicable to applications for
5 immigration benefits submitted to USCIS.

6 24. The Termination Date of the Agreement is the date on which the Court's
7 jurisdiction outlined in Paragraph 22(e), above, expires.

8 25. The Named Plaintiffs and Class Members shall be deemed to have fully, finally,
9 and forever released, relinquished, and discharged their Fifth and Eighth Claims
10 for Relief arising or accruing against Defendants based on their actual or alleged
11 use of CARRP on or before the Termination Date.

12 26. By this Agreement, the Parties waive all rights to appeal from, or otherwise to
13 seek appellate review of, the Court's order on the Parties' cross-motions for
14 summary judgment and any and all other prior decisions by the Court made in the
15 course of this litigation.

16 27. Although the Court considered whether CARRP was, and found CARRP to be,
17 adopted in an arbitrary and capricious manner with respect to the Naturalization
18 Class only, the remedial action referenced in Paragraph 22(d), above, will also
19 apply to Adjustment Class members. Defendants' voluntary agreement to extend
20 the benefit of the Court's ruling in favor of the Naturalization Class to the
21 Adjustment Class is not, and is not intended to be, an admission on the part of the
22 Government that the Court has or had subject matter jurisdiction to adjudicate the
23 claims of the Adjustment Class in this lawsuit, and Defendants reserve the right to

1 assert a lack of subject matter jurisdiction as to the claims of the Adjustment Class
2 should their claims not be fully resolved by this Agreement.

3 28. This Agreement, whether or not executed, and any proceedings taken pursuant to
4 it—

5 a. shall not be offered or received against any party as evidence of, or construed
6 as or deemed to be evidence of, any presumption, concession, or admission by
7 any of the Parties of the truth in any fact or the validity of any claim that had
8 been or could have been asserted in the action or in any litigation, or the
9 deficiency of any defense that has been or could have been asserted in the
10 action, or any liability, negligence, fault, or wrongdoing of Defendants; or any
11 admission by Defendants of any violation of, or failure to comply with, the
12 Constitution, laws, or regulation; and

13 b. shall not be offered or received against Defendants as evidence of
14 presumption, concession, or admission of any liability, negligence, fault,
15 wrongdoing, or in any way referred to for any other reason as against the
16 Parties to this Agreement, in any other civil, criminal, or administrative action
17 or proceeding, other than in proceedings to enforce this Agreement; provided,
18 however, that if this Agreement is approved by the Court, Defendants may
19 refer to it and rely upon it to effectuate the liability protection granted them
20 hereunder.

21 29. The Agreement does not constitute and shall not be construed or viewed as an
22 admission of any wrongdoing of liability of any Party.
23

1 30. Only the Named Plaintiffs, as class representatives, or their Court-approved
2 substitutes, acting on behalf of themselves and their respective classes, have
3 standing to seek enforcement of this Agreement. Nothing in this Agreement is
4 intended to create an individual right of action to enforce this Agreement. This
5 Agreement may only be enforced in accordance with the express terms set forth in
6 Paragraph 22(e).

7 31. Nothing in this Agreement shall be construed to limit, waive, or preclude any
8 Named Plaintiff's or Class Member's challenge, in other litigation, to the legality
9 of any national security vetting policy applicable to applications for immigration
10 benefits submitted to USCIS, irrespective of any similarity or overlap between
11 such policy and CARRP.

12 32. All counsel shall be informed promptly in the event that any substitution is to be
13 made in counsel or representatives designated to receive notification under this
14 Agreement, and the name and contact information for substitute counsel or
15 designated representative shall be promptly provided to the opposing party.

16 Contact information for the parties is as follows:

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WAGAFE v. TRUMP
PUBLIC NOTICE TO POSSIBLE CLASS MEMBERS OF SETTLEMENT

Wagafe, et al. v. Trump, et al., No. 2:17-cv-00094 (W.D. Wash.), is a class action lawsuit challenging the Controlled Application Review and Resolution Program (“CARRP”), which United States Citizenship and Immigration Services (“USCIS”) applies to process certain benefits applications. The lawsuit alleges that the application of CARRP to naturalization (citizenship) and adjustment of status (green card) applications has caused unreasonable delays and denials.

On November 20, 2025, counsel for the parties to the lawsuit signed the attached agreement proposing to settle the case. On [DATE], the Court directed that potential *Wagafe* class members be notified of the settlement proposal through this public notice.

An individual is a *Wagafe* class member if:

1. The individual’s naturalization application has been pending for six months and is subject to CARRP; or
2. The individual’s adjustment of status application has been pending for six months and is subject to CARRP.

Accordingly, if your naturalization or adjustment of status application has been pending for six months or more, you may be a member of the *Wagafe* class. Individuals whose applications have already been approved or denied by USCIS are not class members. USCIS will not confirm or deny whether an individual is a class member, or whether the individual’s application was subject to CARRP. Per court order, *Wagafe* class counsel likewise may not disclose whether an individual is a class member, or whether the individual’s application was subject to CARRP.

That said, if you believe you are a *Wagafe* class member, and you have comments about the fairness, reasonableness, or adequacy of the attached, proposed settlement agreement, you may convey those comments to *Wagafe* class counsel. While they will not be able to provide you any information about your application, class counsel will represent the interests of the class in relation to the proposed settlement agreement at a fairness hearing to be scheduled upon conclusion of this public notice period. Following this hearing, the court may approve the settlement agreement, thereby binding the parties—including all class members—to its terms

and thus foreclosing all future claims covered under the agreement by class members.

You may contact *Wagafe* class counsel at:

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