

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.

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

II. CONSTRUCTION

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

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.

III. NOTICE TO CLASS MEMBERS & FAIRNESS HEARING

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

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

IV. APPROVAL OF AGREEMENT

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

19. This Agreement is only effective with Court approval.

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

V. TERMS OF SETTLEMENT AGREEMENT

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

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

UNITED STATES DEPARTMENT OF JUSTICE
Civil Division, Office of Immigration Litigation
P.O. Box 878, Ben Franklin Station
Washington, DC 20001
(202) 305-7035

- a. The stay of the Adjustment Class claims, *see* ECF Nos. 612 & 613, is lifted, and all claims of the Adjustment Class are dismissed with prejudice;
- b. Plaintiffs' Fifth Claim for Relief and Eighth Claim for Relief, with respect to the Naturalization Class, are dismissed with prejudice;
- c. Pursuant to the Court's summary judgment ruling with respect to Plaintiffs' Eighth Claim for Relief—that, with respect to the Naturalization Class, CARRP was adopted in an arbitrary and capricious manner—the case is remanded to USCIS without vacatur;
- d. On remand, USCIS shall take remedial action by rescinding the CARRP policy, as memorialized in the policy memoranda and guidelines set forth in the Certified Administrative Record, within seven months of the Court's order. USCIS will notify Plaintiffs and the Court promptly after CARRP has been rescinded.
- e. The Court shall retain jurisdiction over the case for the purpose of enforcing this agreement until notification that USCIS has rescinded CARRP. Should USCIS not rescind CARRP within seven months of the Court's order, Plaintiffs may move the Court for specific performance of the obligation to rescind CARRP or such other relief appropriate in the circumstances.
- f. The Court's jurisdiction contemplated in subsection (e) of this Paragraph shall expire upon notification to the Court of the rescission of CARRP as outlined in subsection (d) of this Paragraph, except as to a potential motion for costs, expenses and fees.

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

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

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

11 26. The Named Plaintiffs representing the Adjustment Class and the Adjustment
12 Class Members shall be deemed to have fully, finally, and forever released,
13 relinquished, and discharged all their Claims for Relief arising or accruing against
14 Defendants based on their actual or alleged use of CARRP on or before the
15 Termination Date.

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

20 28. Although the Court considered whether CARRP was, and found CARRP to be,
21 adopted in an arbitrary and capricious manner with respect to the Naturalization
22 Class only, the remedial action referenced in Paragraph 22(d), above, will also
23 apply to Adjustment Class members. Defendants' voluntary agreement to extend

1 the benefit of the Court's ruling in favor of the Naturalization Class to the
2 Adjustment Class is not, and is not intended to be, an admission on the part of the
3 Government that the Court has or had subject matter jurisdiction to adjudicate the
4 claims of the Adjustment Class in this lawsuit, and Defendants reserve the right to
5 assert a lack of subject matter jurisdiction as to the claims of the Adjustment Class
6 should their claims not be fully resolved by this Agreement.

7 29. This Agreement, whether or not executed, and any proceedings taken pursuant to
8 it—

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

17 b. shall not be offered or received against Defendants as evidence of
18 presumption, concession, or admission of any liability, negligence, fault,
19 wrongdoing, or in any way referred to for any other reason as against the
20 Parties to this Agreement, in any other civil, criminal, or administrative action
21 or proceeding, other than in proceedings to enforce this Agreement; provided,
22 however, that if this Agreement is approved by the Court, Defendants may
23

1 refer to it and rely upon it to effectuate the liability protection granted them
2 hereunder.

3 30. The Agreement does not constitute and shall not be construed or viewed as an
4 admission of any wrongdoing of liability of any Party.

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

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

16 33. All counsel shall be informed promptly in the event that any substitution is to be
17 made in counsel or representatives designated to receive notification under this
18 Agreement, and the name and contact information for substitute counsel or
19 designated representative shall be promptly provided to the opposing party.

20 Contact information for the parties is as follows:
21
22
23

1 PLAINTIFFS

2 Matt Adams
3 Legal Director
4 Northwest Immigrant Rights Project
5 615 Second Ave., Ste. 400
6 Seattle, WA 98122
7 matt@nwirp.org

8 Charles Hogle
9 Staff Attorney, National Security Project
10 ACLU Foundation
11 125 Broad Street
12 New York, NY 10004
13 charlie.hogle@aclu.org

14 Nicholas P. Gellert
15 Senior Counsel
16 Perkins Coie
17 1301 Second Avenue Suite 4200
18 Seattle, WA 98101-3804
19 NGellert@perkinscoie.com

20 DEFENDANTS

21 Ethan B. Kanter
22 Chief, National Security Unit
23 Office of Immigration Litigation
Civil Division
U.S. Department of Justice
P.O. Box 878, Ben Franklin Station
Washington, DC 20001
(202) 616-9123

Lindsay M. Murphy
Deputy Chief, National Security Unit
Office of Immigration Litigation
Civil Division
U.S. Department of Justice
P.O. Box 878, Ben Franklin Station
Washington, DC 20001
(202) 616-4018

Brian C. Kipnis
Assistant United States Attorney
United States Attorney's Office for the Western District of Washington
700 Stewart Street, Suite 5220
Seattle, WA 98101
(206) 553-4426

UNITED STATES DEPARTMENT OF JUSTICE
Civil Division, Office of Immigration Litigation
P.O. Box 878, Ben Franklin Station
Washington, DC 20001
(202) 305-7035

1 DATED: March 4, 2026

2 BRETT A. SHUMATE
3 Assistant Attorney General
4 Civil Division
5 U.S. Department of Justice

6 ETHAN B. KANTER
7 Chief, National Security Unit
8 Office of Immigration Litigation
9 Civil Division

10 BRIAN C. KIPNIS
11 Assistant United States Attorney
12 Western District of Washington

13 BRENDAN T. MOORE
14 Trial Attorney
15 Office of Immigration Litigation

LINDSAY M. MURPHY
Deputy Chief, National Security Unit
Office of Immigration Litigation

W. MANNING EVANS
Senior Litigation Counsel
Office of Immigration Litigation

JESSE BUSEN
Counsel for National Security
National Security Unit
Office of Immigration Litigation

s/ Victoria M. Santora
VICTORIA M. SANTORA
Counsel for National Security
National Security Unit
Office of Immigration Litigation

Counsel for Defendants

DATED: March 4, 2026

/s/ Matt Adams

Matt Adams #28287

NORTHWEST IMMIGRANT RIGHTS
PROJECT

615 Second Ave., Ste. 400
Seattle, WA 98122
206.957.8611
matt@nwirp.org

/s/ Stacy Tolchin

Stacy Tolchin (admitted *pro hac vice*)
LAW OFFICES OF STACY TOLCHIN
634 S. Spring St. Suite 500A
Los Angeles, CA 90014
213.622.7450
Stacy@tolchinimmigration.com

/s/ Hina Shamsi

/s/ Charles Hogle

/s/ Lee Gelernt

Hina Shamsi (admitted *pro hac vice*)
Charles Hogle (admitted *pro hac vice*)
Lee Gelernt (admitted *pro hac vice*)
ACLU FOUNDATION
125 Broad Street
New York, NY 10004
212.549.2616
hshamsi@aclu.org
charlie.hogle@aclu.org
lgelernt@aclu.org

/s/ Harry H. Schneider, Jr.

/s/ Nicholas P. Gellert

/s/ David A. Perez

Harry H. Schneider, Jr. #9404
Nicholas P. Gellert #18041
David A. Perez #43959
PERKINS COIE LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Telephone: 206.359.8000
HSchneider@perkinscoie.com
NGellert@perkinscoie.com
DPerez@perkinscoie.com

/s/ Mohammad Tajsar

Mohammad Tajsar
ACLU OF SOUTHERN CALIFORNIA
1313 West 8th Street
Los Angeles, CA 90017
213.977.5268
mtajsar@aclusocal.org

/s/ Sabrineh Ardalan

Sabrineh Ardalan (admitted *pro hac vice*)
HARVARD IMMIGRATION AND
REFUGEE CLINICAL PROGRAM
Harvard Law School
6 Everett Street; Suite 3105
Cambridge, MA 02138
Telephone: (617) 495-0638
sardalan@law.harvard.edu

Counsel for Plaintiffs

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 applications for immigration benefits. The lawsuit alleges that the application of CARRP to naturalization (citizenship) and adjustment of status (green card) applications has caused unreasonable delays and denials in violation of the U.S. Constitution, the Immigration and Nationality Act, and the Administrative Procedure Act.

Two classes of plaintiffs, the Naturalization Class and the Adjustment Class, have been certified in the lawsuit. These plaintiff classes are described below. The Second Amended Complaint filed in the lawsuit (docket entry 47), which is the operative complaint asserting claims on behalf of class members, can be found [here](#).].

On January 17, 2025, a federal district court issued an order on the parties’ motions for summary judgment, which had sought to resolve claims in the lawsuit without trial. In this order, the court decided nearly all the claims of the Naturalization Class. The court’s order, which is docket entry 679, can be found [here](#).

The court ruled for the Naturalization Class on one claim: that the federal government violated the Administrative Procedure Act when it implemented CARRP. Specifically, the court ruled that the federal government’s decision to implement CARRP violated the Administrative Procedure Act because it was “arbitrary and capricious.” For procedural reasons, the court did not decide one of the Naturalization Class’s claims: that CARRP violates class members’ Fifth Amendment right to substantive due process because it arbitrarily denies class members immigration benefits for which they are eligible under law. The court ruled against the Naturalization Class on its other claims, which are described below.

The court’s summary judgment order did not decide the remaining claims of the Adjustment Class, because those claims were, and currently are, stayed (i.e., paused).

On March 4, 2026, the attorneys for both sides of the lawsuit signed a proposal to settle the case. Under the proposed settlement, the federal government will not

appeal the court's ruling that CARRP violates the Administrative Procedure Act. The federal government will also rescind the CARRP policy, meaning the government will cancel the policy. This remedy—rescinding (i.e., cancelling) CARRP—will apply equally to the Naturalization and Adjustment classes, even though the court did not rule on the Adjustment Class's claims.

In exchange, the Naturalization and Adjustment classes will not appeal the rest of the court's rulings. They will also release their remaining claims—in other words, they will agree not to pursue any more litigation on the claims that remain in the lawsuit after the court's ruling.¹

The Adjustment Class will release :

- Claim 5, that Defendants violated the Fifth Amendment's Due Process Clause when they engaged in unauthorized and indefinite suspension of class members' green card applications under CARRP;
- Claim 6, that Defendants violated the Fifth Amendment's Due Process Clause by indefinitely suspending adjudication of class members' green card applications on the basis of their country of origin under CARRP;
- Claim 7, that CARRP creates additional, non-statutory adjudicatory criteria that are not permitted under the Immigration and Nationality Act and its implementing regulations;
- Claim 8, that CARRP is arbitrary and capricious under the Administrative Procedure Act; and
- Claim 9, that CARRP violates the Administrative Procedure Act because it was implemented without notice and comment.

The Naturalization Class will release:

- Claim 5, that Defendants violated the Fifth Amendment's Due Process Clause when they engaged in unauthorized and indefinite suspension of class members' citizenship applications under CARRP; and

¹ The court previously dismissed the Adjustment Class's Claim 4, that Defendants violated the Due Process Clause of the Fifth Amendment by failing to give class members notice that CARRP was applied to them, an explanation for why CARRP was applied to them, and any process for challenging CARRP's application to them. That dismissal can be found on page 17 of docket entry 69, dated June 21, 2017. As part of the proposed settlement, the Adjustment Class will not appeal the dismissal of its Claim 4.

- Claim 8, that CARRP is arbitrary and capricious under the Administrative Procedure Act.

These claims are listed on pages 47 to 50 of the Second Amended Complaint, linked above.²

On [DATE], the Court directed that potential *Wagafe* class members be notified of the settlement proposal through this public notice. *Wagafe* class counsel are publicly posting this notice on [DATE].

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. Under a court order, *Wagafe* class counsel are prohibited from disclosing 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 by mail or email to the address for class counsel listed below. While they will not be able to provide you any information about your application, or advise whether you are a class member, they will submit all comments to the Court for the Court's consideration. You should submit your name and A number with your comment so that Class Counsel can advise the Court if you are a class member; again, because

² In its summary judgment order, the court ruled that the first three claims in the Second Amended Complaint were moot. Those claims were not brought on behalf of the Naturalization and Adjustment classes, and they were based on Executive Orders that have since been repealed.

of a court order, this information may not be made public. Your comment must be submitted to class counsel in writing by [DATE 60 days from the date the notice is posted]. The Court will consider the comments conveyed by class counsel in conjunction with a hearing to be scheduled concerning the fairness of the proposed settlement agreement.

This fairness hearing will be open to the public. However, the court may close parts of the hearing discussing specific comments that could reveal whether a particular individual is a class member, limiting attendance to counsel and court staff.

The hearing has not yet been scheduled, but it will occur 30 days or more after [the DATE by which written comments must be submitted]. Should you wish to attend the fairness hearing and want to know the exact date, time, and location of the hearing, this information will be available at <https://www.nwirp.org>. This information will also be available via the Court's website at <https://www.wawd.uscourts.gov/calendar/all>, where the Court's schedule for the current week and following week appears.

Following the fairness 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:

Northwest Immigrant Rights Project
615 2nd Ave, Ste 400
Seattle, WA 98104

Email: wagafe@nwirp.org