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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Ilsa Saravia, as next friend for A.H., a
minor, and on behalf of herself individually
and others similarly situated,

Plaintiff,

v.

Merrick Garland, Attorney General, *et al.*,

Defendants.

Case No. 3:17-cv-03615-VC

Honorable Vince Chhabria

**EXHIBIT A TO DECLARATION OF MARTIN
S. SCHENKER IN SUPPORT OF
PLAINTIFFS' MOTION FOR ATTORNEY'S
FEES**

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**ILSA SARAVIA, as next friend for A.H., a)
minor, and on her behalf,)**

Case No.: 3:17-cv-03615

Plaintiff/Plaintiff,)

vs.)

**SETTLEMENT AGREEMENT AND
RELEASE**

**MERRICK GARLAND, U.S. Attorney)
General, et al.,)**

Honorable Vince Chhabria

**Respondents/Defendants.)
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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Plaintiff, Ilsa Saravia, as next friend for A.H., a minor at the time Saravia filed the above-captioned matter (“Plaintiff”), on behalf of herself and all Class Members, and Defendants Merrick Garland, Attorney General of the United States; Jean King, Director of the United States Executive Office for Immigration Review; Xavier Becerra, Secretary of the Department of Health and Human Services of the United States; JooYeun Chang, Acting Assistant Secretary of the Administration for Children and Families; Cindy Huang, Director of the Office of Refugee Resettlement; Alejandro Mayorkas, Secretary of the Department of Homeland Security; Tae D. Johnson, Acting Director of U.S. Immigration and Customs Enforcement; Tracy Renaud, Director of U.S. Citizenship and Immigration Services (collectively, the “Parties”), by and through their attorneys, in which Defendants have agreed to pay, and Plaintiff has agreed to accept, subject to the Court’s approval, one million, nine hundred and fifty thousand dollars (\$1,950,000) in full and complete satisfaction of any claims by Plaintiff for costs, attorneys’ fees, and litigation expenses, including any interest in connection with this lawsuit. This Settlement Agreement is effective as of the date it is executed by all Parties and upon final approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, as set forth below.

RECITALS

On October 16, 2020, the Court granted Plaintiff’s Motion for Preliminary Approval of Proposed Class Settlement. (ECF No. 245.)

On January 19, 2021, the Court granted Plaintiff’s Motion for Final Approval of Class Action Settlement. (ECF No. 249.)

The Parties vigorously negotiated at arm’s length to resolve Plaintiff’s claim for attorneys’ fees and costs pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412. At the Parties’ request, the Court referred their dispute regarding fees and costs to Magistrate Judge Laurel Beeler (ECF No. 255), during which they reached agreement on April 22, 2021.

The Parties have concluded that further litigation regarding Plaintiff's fees and costs would be protracted and expensive for all Parties. After taking into account these factors, as well as the risks of further litigation, the Parties agreed to settle in the manner and upon the terms set forth in this Agreement.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective attorneys, subject to the final approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, as follows:

1. The Parties do hereby agree to settle and compromise Plaintiff's claim or request for attorneys' fees ("fees") and litigation costs ("costs") in this matter, including any such claim or request not already before the Court up to and including the date of execution of this stipulation, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the claim or request for fees and costs in the above-titled action under the terms and conditions set forth in this Settlement Agreement.
2. This Settlement Agreement is not, is in no way intended to be, and shall not be construed as, an admission of liability or fault on the part of Defendants, their agents, servants, or employees, and it is specifically denied that they are liable to Plaintiff. All Parties enter into this Settlement Agreement for the purpose of settling Plaintiff's request for fees and costs under the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412(d), relating to or arising from the above-captioned civil action, and avoiding the expenses and risks of further litigation. Further, none of the terms of this Settlement Agreement may be offered or received into evidence or in any way referred to in any civil, criminal, or administrative action or proceeding other than proceedings that may be necessary to enforce the terms of this Settlement Agreement against Plaintiff or Defendants.

3. Plaintiff understands that she is waiving any additional claims or requests, known or unknown, which may arise, but only with respect to seeking any fees or costs from Defendants arising out of the above-titled matter up to and including the date of execution of this Settlement Agreement.
4. In full settlement and satisfaction of any and all claims, demands, rights, or causes of action for fees and taxable costs only, against Defendants in the above-titled case up to and including the date of execution of this agreement, including those which are not parties to this Settlement Agreement, of whatsoever kind and nature, arising out of or in connection with any event related to this action, including Plaintiff's request for fees and costs and subsequent mediation:
 - a. The Parties agree that Defendants will pay Plaintiff \$1,950,000.00 in settlement of Plaintiff's EAJA claim or request for fees and costs.
 - b. Defendants' payment, as identified in Paragraph 4(a) above, shall be accomplished by electronic funds transfer to Plaintiff's counsel's account on behalf of Plaintiff. Within ten business days of the execution of this Settlement Agreement by all Parties, Plaintiff's counsel shall provide Defendants with the banking information necessary for Defendants to effectuate payment. Defendants will make every effort to remit payment of these fees and costs in a timely manner and, in any event, no more than 90 days after both execution of this Settlement Agreement and Plaintiff's counsel provides the information necessary to facilitate payment.
 - c. Plaintiff represents that her request for fees and costs has been assigned to her counsel and waives all rights for payment of fees and costs in this action.

Defendants accept the assignment and waive any applicable provisions of the Anti-Assignment Act, 31 U.S.C. § 3727.

5. This Settlement Agreement contains the entire agreement between the Parties hereto. Plaintiff acknowledges and agrees that no promise or representation not contained in this Settlement Agreement has been made to her, and acknowledges and represents that this Settlement Agreement contains the entire understanding between the Parties to this Settlement Agreement and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No oral or written statement, remark, agreement, or understanding that is not contained herein shall be recognized or enforced, nor does this Settlement Agreement reflect any agreed-upon purpose other than the desire of the parties to reach a full and final conclusion of Plaintiff's request for fees and costs without the time and expense of further litigation.
6. This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the parties to this Settlement Agreement, nor shall any provision hereof be waived other than by a written waiver signed by the parties to this Settlement Agreement.
7. This Settlement Agreement shall be binding upon Plaintiff and Defendants and their respective assignees and representatives, including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto or having an interest herein.
8. This document constitutes the complete integration of the Agreement between the Parties and supersedes any and all prior oral or written representation, understandings, or agreements among or between the parties with regards to fees and costs. Plaintiff has

discussed this Settlement Agreement with her counsel, understands the terms and conditions of this Settlement Agreement, and is fully authorized to enter into it.

9. This Settlement Agreement may be signed in counterparts. Facsimile or electronic transmissions of the original signatures to this agreement shall have the same effect as the original signatures.
10. This Settlement Agreement is deemed executed when the Settlement Agreement is last signed by all of the individuals listed in the signature block below, and on the date the Court grants final approval of the Settlement Agreement.
11. The Parties shall jointly make reasonable and good faith efforts to secure the Court's approval of the Settlement Agreement.
12. Within 30 days of Plaintiff's receipt of payment, the Parties shall file a joint stipulation for dismissal of Plaintiff's claim or request for fees and costs under EAJA.

Dated: May 25, 2021, 2021

COOLEY LLP

By: Martin S. Schenker
Martin S. Schenker

Dated: May 26, 2021, 2021

AMERICAN CIVIL LIBERTIES UNION
IMMIGRANTS' RIGHTS PROJECT

By: Stephen B. Kang
Stephen B. Kang

Dated: May 27, 2021, 2021

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN CALIFORNIA

By: William S. Freeman
William S. Freeman

Dated: May 26, 2021, 2021

LAW OFFICES OF HOLLY COOPER

By: Holly Cooper
Holly S. Cooper

Dated: May 25, 2021, 2021

NEW YORK CIVIL LIBERTIES UNION
FOUNDATION

By: Amy Belsher
Amy Belsher
Attorneys for Petitioner/Plaintiff

Dated: May 25, 2021, 2021

UNITED STATES DEPARTMENT OF JUSTICE

By: Fizza Batool
Fizza Batool

Dated: May 25, 2021, 2021

By: Sarah B. Fabian
Sarah B. Fabian
Counsel for Defendants