

Honorable Judge Tana Lin

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DEEPTHI WARRIER EDAKUNNI, *et al.*,

Plaintiffs,

v.

ALEJANDRO MAYORKAS, Secretary of the  
Department of Homeland Security,

Defendant.

Case No. 21-cv-393-TL

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between Plaintiffs and Defendant Secretary of the Department of Homeland Security (“DHS”) Alejandro Mayorkas. Plaintiffs and Defendant are referred to collectively herein as the “Parties.” Out of a mutual desire to resolve the claims in the above-captioned case without need for further litigation and without admission of any liability, the Parties hereby stipulate and agree as follows:

**I. RECITALS**

1. Plaintiffs are 101 spouses of H-1B and L-1 nonimmigrant workers who had Forms I-539, Application to Change or Extend their Status (H-4 or L-2), and/or Forms I-765, Application for Employment Authorization Document (“EADs”), pending at various service

1 centers operated by United States Citizenship and Immigration Services (“USCIS”), a  
2 component of DHS. Plaintiffs sought to extend their nonimmigrant status and/or  
3 employment authorization based on their L-2 status or H-4 status.

4 2. On March 22, 2021, Plaintiffs filed this putative class action alleging,  
5 pursuant to the Administrative Procedure Act (“APA”), that USCIS has unlawfully delayed  
6 adjudication of their H-4 status extensions, H-4 EAD applications, L-2 status extensions, and  
7 unlawfully withheld L-2 EADs. The parties have already resolved the L-2 EAD unlawful  
8 withholding claim in *Shergill v. Mayorkas*, 21-cv-1296-RSM (W.D. Wash.).

9 3. Although Plaintiffs’ Third Amended Complaint was filed as a putative class  
10 action, no class has been certified.

11 4. USCIS has adjudicated all of Plaintiffs’ Forms I-539 and I-765 that were  
12 pending when the Third Amended Complaint was filed and were the subject of this  
13 litigation.

14 5. The Parties wish to resolve the disputes that are the subject of this Action  
15 without the expense and drain on resources that may be associated with protracted litigation.

16 **II. TERMS OF THE SETTLEMENT AGREEMENT**

17 NOW THEREFORE, in consideration of the mutual promises set forth herein, the  
18 Parties agree as follows:

19 **A. Definitions**

20 For purposes of this Settlement Agreement, the following terms shall be defined as:

21 1. **Action:** The term “Action” means the lawsuit *Edakunni, et al. v. Mayorkas*,  
22 No. 21-cv-393-TL (W.D. Wash.).

23 2. **Parties:** The term “Parties” refers to the named Plaintiffs in this Action and  
24

1 Defendant.

2 3. **Effective Date:** The term “Effective Date” means the date this Settlement  
3 Agreement is executed by the Parties.

4 4. **Bundle:** The term “Bundle” refers to the processing by USCIS of multiple  
5 forms together as a package.

6 5. **H-4 and L-2 Derivatives:** The term “H-4 and L-2 Derivatives” refers to the  
7 spouse and minor children of principal H-1B and L-1 nonimmigrant workers who are  
8 present in the United States in H-4 or L-2 nonimmigrant status or who have a pending  
9 change of status application requesting H-4 or L-2 nonimmigrant status.

10 6. **Properly filed together:** The term “properly filed together” means packaged  
11 together and filed at the same time and in the same location, consistent with USCIS form  
12 instructions.

13 **B. The individuals covered by this Settlement Agreement:**

14 The named Plaintiffs are covered by this Settlement Agreement. USCIS agrees to  
15 apply Section C to all H-4 and L-2 derivative beneficiaries who have properly filed together  
16 their Form I-539 and Form I-765, where applicable, with the underlying Form I-129.

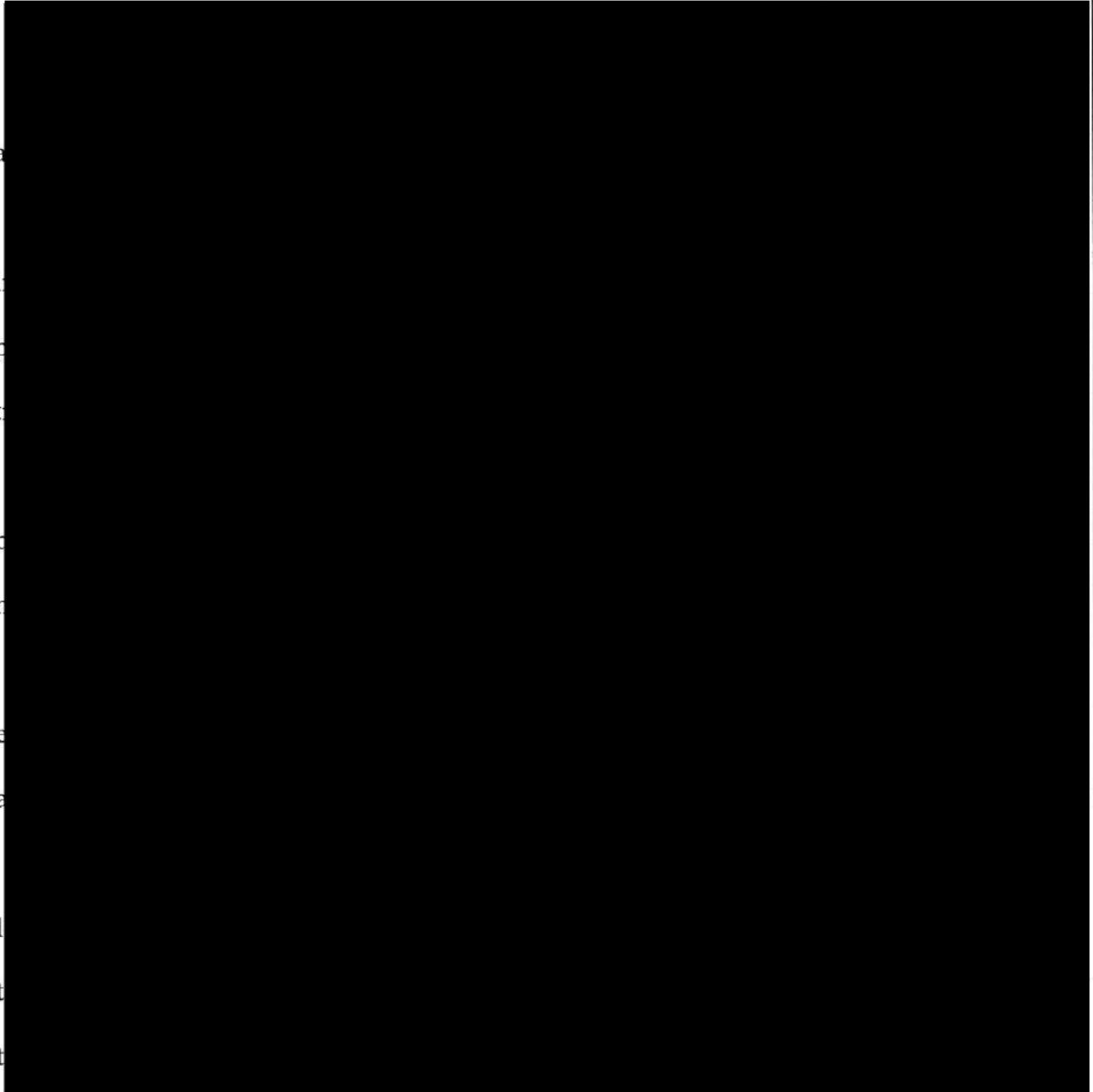
17 **C. Bundling the adjudications of Form I-539 and Form I-765 for H-4 and L-  
18 2 derivatives with the underlying Form I-129:**

19 1. USCIS will bundle the adjudication of the Form I-539 and Form I-765, where  
20 applicable, for H-4 and L-2 derivatives with the underlying Form I-129 when these forms are  
21 properly filed together regardless of whether they are filed under standard or premium  
22 processing.

23 2. USCIS will not bundle the adjudications of Forms I-539 and Forms I-765 if not  
24 properly filed together with the underlying Form I-129.

1           3.       The terms of Section C of the Settlement Agreement will commence 5 days after  
2 the Effective Date.

3           4.       This Settlement Agreement shall expire, and the entirety of the obligations set  
4 forth within its terms shall become null and void, two years after the Effective Date.



22           **E.       Release: Scope and Effect of Release**

23           As of the Effective Date, Plaintiffs, on behalf of themselves, their heirs, executors,  
24

1 administrators, representatives, attorneys, successors, assigns, agents, affiliates, and  
2 partners, and any person they represent, fully, finally, and forever release, relinquish, and  
3 discharge Defendant of and from any and all claims brought in this Action. The foregoing  
4 release includes all claims for injunctive or declaratory relief, whether known or unknown,  
5 that could have been brought on behalf of a putative class at any time prior to the Effective  
6 Date.

7 **F. Additional Provisions:**

8 1. This Settlement Agreement is not, is in no way intended to be, and should not  
9 be construed as, an admission of liability or fault on the part of DHS or its components,  
10 agents, representatives, or employees, and it is specifically denied that USCIS has  
11 unlawfully delayed the adjudications of Form I-539 or EADs to qualifying H-4 or L-2  
12 spouses. This Settlement Agreement is entered into by the Parties for the purpose of  
13 compromising disputed claims and avoiding the expenses and risks of further litigation.

14 2. This Settlement Agreement does not limit DHS or any of its component  
15 agencies from interpreting any of their regulations in accordance with the Immigration and  
16 Nationality Act.

17 3. This Settlement Agreement does not limit USCIS's authority to implement  
18 new regulations, policies or practices concerning status extensions or EADs for qualifying  
19 noncitizens with valid H-4 status or valid L-2 status. Furthermore, this Settlement  
20 Agreement may be superseded by future regulatory action or by an Act of Congress.

21 4. This Settlement Agreement and obligations incurred herein, shall be a full  
22 and final disposition of the Action with prejudice.

23 5. Within a reasonable time following execution of this Settlement Agreement,  
24

1 the Parties shall file a joint motion asking the Court to dismiss the case against Defendant  
2 with prejudice.

3 6. The provisions of this Settlement Agreement embody and reflect the entire  
4 understanding of the Parties and there are no representations, warranties, or undertakings  
5 other than those expressed and set forth herein. The provisions of this Settlement  
6 Agreement shall not be modified or amended in any way except by writing signed by all  
7 Parties.

8 7. If there is a claim of breach of this Settlement Agreement, the Parties shall  
9 mutually resolve to address the matter within 120 calendar days of the date of notice of the  
10 breach. Only the named Plaintiffs may seek to enforce this Settlement Agreement if there is a  
11 claimed breach not resolved within 120 days.

12 8. It is contemplated that this Settlement Agreement may be executed in several  
13 counterparts, with a separate signature page for each party. All such counterparts and  
14 signature pages, together, shall be deemed to be one document.

15 9. The persons signing this Settlement Agreement warrant and represent that  
16 they possess full authority to bind the persons and entities on whose behalf they are signing  
17 to the terms of the settlement.

18 DATED: January 19, 2023

19 *Kripa Upadhyay*  
20 KRIPA UPADHYAY  
KARR TUTTLE CAMPBELL  
21 501 Fifth Ave., Ste. 3300  
Seattle, WA 98104  
22 Phone: 206-224-8092  
Email: kripa@karrtuttle.com

23 s/  
24 JONATHAN D. WASDEN

1 the Parties shall file a joint motion asking the Court to dismiss the case against Defendant  
2 with prejudice.

3 6. The provisions of this Settlement Agreement embody and reflect the entire  
4 understanding of the Parties and there are no representations, warranties, or undertakings  
5 other than those expressed and set forth herein. The provisions of this Settlement  
6 Agreement shall not be modified or amended in any way except by writing signed by all  
7 Parties.

8 7. If there is a claim of breach of this Settlement Agreement, the Parties shall  
9 mutually resolve to address the matter within 120 calendar days of the date of notice of the  
10 breach. Only the named Plaintiffs may seek to enforce this Settlement Agreement if there is a  
11 claimed breach not resolved within 120 days.

12 8. It is contemplated that this Settlement Agreement may be executed in several  
13 counterparts, with a separate signature page for each party. All such counterparts and  
14 signature pages, together, shall be deemed to be one document.

15 9. The persons signing this Settlement Agreement warrant and represent that  
16 they possess full authority to bind the persons and entities on whose behalf they are signing  
17 to the terms of the settlement.

18 DATED: January 19, 2023

19 s/  
20 KRIPA UPADHYAY  
21 KARR TUTTLE CAMPBELL  
22 501 Fifth Ave., Ste. 3300  
23 Seattle, WA 98104  
24 Phone: 206-224-8092  
Email: kripa@karrtuttle.com

23 s/  
24 JONATHAN D. WASDEN

1 WASDEN LAW  
9427 Goldfield Ln.  
2 Burke, VA 22015  
Phone: 843-872-4978  
3 Email: jon@wasden.law  
*admitted pro hac vice*

4 s/ Jesse M. Bless

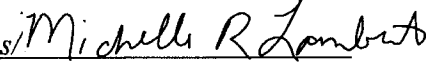
5 JESSE M. BLESS  
6 Bless Litigation  
6 Vineyard Lane  
7 Georgetown MA 01833  
781.704.3897  
8 jesse@blesslitigation.com  
*admitted pro hac vice*


9 s/ 

10 STEVEN A. BROWN  
REDDY & NEUMANN, P.C.  
11 11000 Richmond Avenue, Suite 600  
Houston, Texas 77042  
12 (713) 429-4793 Voice  
(713) 953-7797 Fax  
13 steven@rnlawgroup.com

14 *Admitted Pro Hac Vice*

15 *Attorneys for Plaintiffs*

16 NICHOLAS W. BROWN  
17 United States Attorney  
18 s/   
MICHELLE R. LAMBERT, NYS #4666657  
19 Assistant United States Attorney  
United States Attorney's Office  
20 1201 Pacific Avenue, Suite 700  
Tacoma, WA 98402  
21 Phone: 253-428-3824  
Fax: 253-428-3826  
22 E-mail: michelle.lambert@usdoj.gov

23 s/   
JAMES C. STRONG, WSBA # 59151



1 Assistant United States Attorney  
United States Attorney's Office  
2 700 Stewart Street, Suite 5220  
Seattle, Washington 98101-1271  
3 Phone: 206-553-7970  
Fax: 206-553-4073  
4 E-mail: james.strong@usdoj.gov

5 *Attorneys for Defendant*

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24