

SETTLEMENT AGREEMENT

By and through their respective counsel, Defendants, the United States of America (the “United States”), the U.S. Department of Homeland Security (“DHS”), DHS’s subcomponent U.S. Immigration and Customs Enforcement (“ICE”), DHS Secretary Alejandro Mayorkas, ICE Director Tae Johnson, DHS officials “Jane and John Does 1-6,” and ICE officials “Jane and John Does 7-12” (collectively, “Defendants”), and Plaintiffs Austin Sanctuary Network (“ASN”), First Unitarian Church of Salt Lake City (“First Unitarian”), Free Migration Project (“FMP”), María Chavalán Sut, Vicky Yulissa Chávez-Fino, Edith Espinal Moreno, and Hilda Veronica Ramirez-Mendez (collectively, “Plaintiffs”), (collectively, the “Parties”) hereby agree to settle and compromise the civil action captioned *Austin Sanctuary Network, et al. v. Mayorkas et al.*, Civ. A. No. 21-0164 (ZMF) (the “Civil Action”) under the terms and conditions set forth in this Settlement Agreement (the “Agreement”).

1. ICE shall:
 - a. grant three years of deferred action for the individual Plaintiffs María Chavalán Sut, Vicky Yulissa Chávez-Fino, Edith Espinal Moreno, and Hilda Veronica Ramirez-Mendez commencing on the date this Agreement is executed; and
 - b. exercise its prosecutorial discretion by filing a joint motion to reopen and dismiss, without prejudice, the pending immigration cases against the individual Plaintiffs Vicky Yulissa Chávez-Fino, Edith Espinal Moreno, and Hilda Veronica Ramirez-Mendez. Should the case arise, ICE will also give due consideration to any future request for prosecutorial discretion made by María Chavalán Sut.

Should any of the individual Plaintiffs be arrested or charged with a criminal offense, however, the terms of this paragraph of the Agreement will be nullified at the discretion of ICE with respect to the individual Plaintiff arrested or charged.

2. Plaintiffs and Plaintiffs' counsel agree and consent to Defendants' counsel filing the Stipulation of Dismissal attached hereto bearing Plaintiffs' counsel's printed signature (designated "By Permission") with the Court, and that such filing shall constitute a dismissal of the Civil Action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

3. Within 14 days of the dismissal of the Civil Action, ICE will execute and deliver a letter to Plaintiffs' counsel memorializing its granting of the three years of deferred action for the individual Plaintiffs María Chavalán Sut, Vicky Yulissa Chávez-Fino, Edith Espinal Moreno, and Hilda Veronica Ramirez-Mendez. Additionally, within 14 days of the dismissal of the underlying action, ICE will supply the individual Plaintiffs Vicky Yulissa Chávez-Fino, Edith Espinal Moreno, and Hilda Veronica Ramirez-Mendez, with a proposed joint motion to reopen and dismiss their pending immigration cases. Once each joint motion is finalized, ICE will submit each joint motion to the appropriate court in an expeditious manner.

4. Without conceding the merits of their claims and given the rescission or withdrawal of the civil fines in their cases, Plaintiffs agree to formally withdraw any pending appeals of civil fines pursuant to 8 C.F.R. § 1003.4.

5. Plaintiffs and their guardians, heirs, executors, administrators or assigns hereby agree to accept the terms outlined in the preceding paragraphs in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen, injuries, which they may have or hereafter acquire against the United States, its agents, servants and

employees on account of the same subject matter that gave rise to the Civil Action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages.

6. Plaintiffs and their guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify, and hold harmless the United States, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiffs or Plaintiffs' guardians, heirs, executors, administrators or assigns against any third party or against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the Civil Action.

7. This Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Plaintiffs. This Agreement is entered into by the Parties for the purpose of compromising disputed claims in the Civil Action and avoiding the expenses and risks of further litigation. This Agreement may not be used as evidence or otherwise in any civil or administrative action or proceeding against Defendant or the United States or any of their present or former officials, employees or agents, either in their official or individual capacities, except for proceedings necessary to implement or enforce the terms hereof.

8. It is also agreed, by and among the Parties, that each party will bear their own costs, fees, and expenses.

9. Each signatory to this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the persons or entities indicated below, and

has done so freely and voluntarily, without any degree of duress or compulsion. This Agreement is effective when signed by all parties hereto.

10. In the event any one of the Plaintiffs is a minor or a legally incompetent adult, the Plaintiff must obtain Court approval of the settlement at Plaintiffs' expense. Plaintiffs agree to obtain such approval in a timely manner: time being of the essence. Plaintiffs further agree that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event Plaintiffs fail to obtain such Court approval, this entire Agreement, and the compromise settlement set forth herein, is null and void.

11. This Agreement shall be governed by the laws of the United States and the District of Columbia without regard to the choice of law rules utilized in that jurisdiction.

12. This Agreement contains the entire agreement between the Parties hereto and supersedes all previous agreements, whether written or oral, between the Parties relating to the subject matter hereof. No promise or inducement has been made except as set forth herein, and no representation or understanding, whether written or oral, that is not expressly set forth herein shall be enforced or otherwise given any force or effect in connection herewith.

13. The terms of this Agreement may not be modified or amended, and no provision hereof shall be deemed waived, except by a written instrument signed by the party to be charged with the modification, amendment, or waiver, or by such party's counsel.

14. The Parties acknowledge that the preparation of this Agreement was collaborative in nature, and so agree that any presumption or rule that an agreement is construed against its drafter shall not apply to the interpretation of this Agreement or any term or provision hereof.

15. Each Party agrees to take such actions and to execute such additional documents as may be necessary or appropriate to fully effectuate and implement the terms of this Agreement.

16. The Parties understand and agree that this Agreement, including all the terms and conditions of the compromise settlement herein and any additional agreements or undertakings relating thereto, may be made public in its entirety and any Plaintiff who is a natural person expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A facsimile or other duplicate of a signature shall have the same effect as a manually executed original.

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FOR DEFENDANTS:

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** Motion for Pro Hac Vice Admission Granted*

Attorneys for Austin Sanctuary Network, First Unitarian Church of Salt Lake City, Free Migration Project, María Chavalán Sut, Vicky Yulissa Chávez-Fino, Edith Espinal Moreno, and Hilda Veronica Ramirez-Mendez