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

Bianey GARCIA PEREZ, Maria MARTINEZ
CASTRO, Alexander MARTINEZ HERNANDEZ,
J.M.Z., on behalf of themselves as individuals and
on behalf of others similarly situated,

Plaintiffs,

v.

U.S. CITIZENSHIP AND IMMIGRATION
SERVICES; Ur JADDOU, Director, U.S.
Citizenship and Immigration Services;
EXECUTIVE OFFICE FOR IMMIGRATION
REVIEW; Mary CHENG, Acting Director,
Executive Office for Immigration Review,

Defendants.

Case No. 2:22-cv-00806-JHC

SETTLEMENT AGREEMENT

1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement (“Agreement”) is entered into by and between Bianey Garcia
3 Perez, Maria Martinez Castro, J.M.Z., Alexander Martinez Hernandez (collectively, “Named
4 Plaintiffs”), and the Class (defined below) (collectively, “Plaintiffs”), and U.S. Citizenship and
5 Immigration Services (“USCIS”), USCIS Director Ur Jaddou, Executive Office for Immigration
6 Review (“EOIR”), and EOIR Acting Director Mary Cheng (collectively, “Defendants”).
7 Plaintiffs and Defendants are referred to collectively herein as the “Parties.” The Parties hereby
8 STIPULATE and AGREE as follows:

9 **I. RECITALS**

10 WHEREAS:

11 **A. This Action**

- 12 1. On June 9, 2022, Plaintiffs filed this Action, Dkt. # 1, challenging the policies and
13 practices of USCIS, a component of the United States Department of Homeland Security
14 (“DHS”), and EOIR, a component of the United States Department of Justice,
15 implemented with respect to pending applicants for asylum and withholding of removal
16 and the 180-day Asylum EAD Clock;
- 17 2. Named Plaintiffs are four noncitizens who each applied for asylum or withholding of
18 removal and had their Asylum Application pending for more than 180 days but were
19 unable to obtain Employment Authorization Documents (“EADs”) upon reaching the
20 180-day period for eligibility to apply for work authorization. Named Plaintiffs brought
21 this Action on behalf of a putative class and three subclasses of similarly-situated
22 individuals;
- 23 3. Plaintiffs challenged Defendants’ policies and practices relating to notice and an
opportunity to challenge decisions that impact whether the 180-day Asylum EAD Clock
runs, stops, or restarts;
4. Plaintiffs challenged Defendants’ policies and practices related to the impact of federal
court of appeals or Board of Immigration Appeals (“BIA”) remands on the 180-day
Asylum EAD Clock;
5. Plaintiffs challenged Defendants’ policies and practices related to the 180-day Asylum
EAD Clock for unaccompanied children;
6. Plaintiffs challenged Defendants’ policies and practices related to the impact of a change
of venue on the 180-day Asylum EAD Clock;
7. On June 9, 2022, Plaintiffs filed their Motion for Class Certification, Dkt. # 2, and
Motion for Preliminary Injunction, Dkt. # 3;

- 1 8. On June 27, 2022, after this Action was filed, the Parties agreed to discuss settlement
2 and, while such discussions were ongoing, to stay Defendants' briefing deadlines for the
3 pending Motions for Class Certification and Preliminary Injunction;
- 4 9. The Court has granted the Parties' joint stipulations to stay Defendants' briefing
5 deadlines pending settlement discussions that have transpired since the onset of this
6 Action; and
- 7 10. The Parties have now agreed to resolve all claims through this Agreement and agree that
8 the Court may certify the Class and Subclasses for purposes of settlement pursuant to
9 Federal Rules of Civil Procedure 23.

7 **B. Benefits of Settlement**

- 8 1. The Parties desire to resolve this Action by entering into this Agreement, thereby avoiding
9 the time and expense of litigation;
- 10 2. The Parties, in consultation with their respective counsel, have determined that this
11 Agreement is fair, reasonable, adequate, and in the best interests of all Parties; and
- 12 3. Defendants deny that they have committed any act or omission giving rise to any liability,
13 deny any wrongdoing, and state that they are entering into this Agreement solely to
14 eliminate the uncertainties, burden, and expense of further protracted litigation. By entering
15 into this Agreement, Defendants: do not admit any factual allegations against them; do not
16 concede any defense or objection to the Action; do not admit having violated any law,
17 whether constitutional or statutory, federal, or state; and do not admit having violated any
18 regulation or administrative or judicial case law.

15 **II. DEFINITIONS, CONDITIONS, AND MISCELLANEOUS PROVISIONS**

16 NOW THEREFORE, in recognition that the Parties and the interests of justice are best served by
17 concluding the litigation, subject to the Court's approval and entry of an order consistent with
18 this Agreement, the undersigned Parties, through counsel, hereby STIPULATE and AGREE as
19 follows:

18 **A. Definitions**

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

- 20 1. **Action:** "Action" means the lawsuit *Garcia Perez v. USCIS*, No. 2:22-cv-00806-
21 JHC (W.D. Wash.).
- 22 2. **Adjournment Code:** "Adjournment Code" means the letter and/or number code
23 reflecting the reason a removal hearing concluded or was continued to another date
and time. EOIR primarily uses Adjournment Codes for tracking case information in
the Case Access System for EOIR ("CASE"). Adjournment Codes impact the
Asylum EAD Clock by either stopping or starting the Clock. The Immigration

1 Judge is responsible for making the reason(s) for any adjournment clear on the
2 record. Immigration Court administrators and court staff are responsible for
3 accurately entering each applicable Adjournment Code into CASE. The Assistant
Chief Immigration Judge for each Immigration Court is responsible for ensuring
that appropriate Adjournment Codes are used and entered accurately into CASE.

- 4 3. **Affirmative Asylum Clock Information:** “Affirmative Asylum Clock
5 Information” means information maintained by USCIS related to when and why an
6 Asylum EAD Clock for an affirmative Asylum Application (i.e., an application
pending before USCIS for adjudication) may have stopped and the number of days
7 accrued on the Clock.
- 8 4. **Agreement:** “Agreement” means this Settlement Agreement.
- 9 5. **Applicant:** “Applicant” means a noncitizen who becomes or may become eligible
10 to file, or who files, an Application for Employment Authorization based upon a
pending Asylum Application, pursuant to 8 C.F.R. §§ 208.7 and 274a.12(c)(8),
with: (1) USCIS if the noncitizen is in affirmative proceedings; or (2) EOIR if the
11 noncitizen is in defensive immigration court proceedings.
- 12 6. **Application for Employment Authorization:** “Application for Employment
13 Authorization” means the Form I-765, *Application for Employment Authorization*.
- 14 7. **Asylum Application:** “Asylum Application” means the Form I-589, *Application*
15 *for Asylum and for Withholding of Removal*.
- 16 8. **Asylum EAD Clock:** The “Asylum EAD Clock” measures the time period during
17 which an applicant’s Asylum Application has been pending with a USCIS asylum
18 office or an Immigration Court. USCIS adjudicates the Application for Employment
19 Authorization and uses the 180-day Asylum EAD Clock to determine eligibility for
20 employment authorization. An applicant may file an Application for Employment
Authorization based on their pending Asylum Application in the 8 C.F.R. §
21 274a.12(c)(8) category 150 days after filing their Asylum Application. An applicant
is not eligible to receive an EAD until their Asylum Application has been pending
22 for at least another thirty (30) days, for a total of 180 days. 8 CFR 208.7(a)(1). The
150-day waiting period and the 180-day eligibility period, commonly referred to as
23 the 180-day Asylum EAD Clock, do not include delays that the applicant requests
or causes while their Asylum Application is pending with an asylum office or with
the Immigration Court. 8 CFR 208.7(a)(2) and 1208.7(a)(2).
9. **Asylum EAD Clock Correction Request:** “Asylum EAD Clock Correction
Request” means the oral request to an Immigration Judge, or the written
correspondence received by an Immigration Court or the EOIR Office of the
General Counsel, from an applicant or their representative of record contesting
whether the Asylum EAD Clock is set to run or stop and/or requesting correction of

1 the Adjournment Code(s) that control the Asylum EAD Clock in their particular
2 case.

3 10. **Case Access System for EOIR:** “Case Access System for EOIR (CASE)” means
4 the current management system EOIR uses to track case information, which
5 includes adjournment code history. This includes any successor case management
6 system for EOIR.

7 11. **Class:** The definition of the “Class” is as follows:

8 All noncitizens in the United States who have filed or will file with USCIS
9 or EOIR a complete Asylum Application and who would be eligible for
10 employment authorization under 8 C.F.R. § 274a.12(c)(8) but for the fact
11 that their Asylum EAD Clock was stopped or not started prior to 180 days
12 after the date the noncitizen filed a complete Asylum Application.

13 i. Remand Subclass: Class members whose Asylum EAD
14 Clocks were or will be stopped following a decision by an
15 Immigration Judge and whose Asylum EAD Clocks are not
16 or will not be started or restarted following an appeal in
17 which either the BIA or a federal court of appeals remands
18 their case for further adjudication of their asylum and/or
19 withholding of removal claims.

20 ii. Unaccompanied Children Subclass: Class members in
21 removal proceedings who are unaccompanied children
22 (“UCs”) pursuant to 6 U.S.C. § 279(g) and whose Asylum
23 EAD Clocks are not started or will be stopped while waiting
for USCIS to adjudicate the filed Asylum Application.

iii. Change of Venue Subclass: Class Members in removal
proceedings whose removal proceedings have been or will
be transferred to a different Immigration Court through a
granted change of venue motion, and for whom EOIR has
stopped or will stop the Asylum EAD Clock based solely
on the change of venue.

12. **Class Counsel:** “Class counsel” means counsel appointed to represent the Class in
accordance with Federal Rule of Civil Procedure 23(a)(4), as follows:

Matt Adams
Leila Kang
Aaron Korthuis
Northwest Immigrant Rights Project
615 2nd Ave Ste 400
Seattle, WA 98104

1 Trina Realmuto
2 Mary Kenney
3 Kristin Macleod-Ball
4 National Immigration Litigation Alliance
5 10 Griggs Terrace
6 Brookline, MA 02446

- 7 13. **Court:** “Court” means the U.S. District Court for the Western District of
8 Washington.
- 9 14. **EAD:** “EAD” means “Employment Authorization Document,” or a USCIS Form I-
10 766, *Employment Authorization Document* evidencing that the holder is authorized
11 to be employed in the United States.
- 12 15. **Effective Date:** “Effective Date” means the date this Agreement receives final
13 approval by the Court.
- 14 16. **Employment Authorization:** “Employment Authorization” means approval to be
15 employed in the United States.
- 16 17. **Fairness Hearing:** “Fairness Hearing” means the hearing required for Final
17 Approval of the Agreement pursuant to Federal Rule of Civil Procedure 23(e)(2).
- 18 18. **Preliminary Approval:** “Preliminary Approval” means that the Court has granted
19 the Parties’ Joint Motion for Preliminary Approval of Settlement and Request for
20 Fairness Hearing and ordered a Fairness Hearing.

21 B. Conditions of Settlement

- 22 1. Submission of the Settlement Agreement to Court for Preliminary Approval.

23 Within fifteen (15) days after execution, the Parties shall file a Joint Motion for Preliminary Approval of Settlement and Request for Fairness Hearing and ask the court to: issue an Order for Preliminary Approval, substantially in the form of Exhibit A; approve the Class Notice, substantially in the form of as Exhibit B; and set a Fairness Hearing to consider the Order for Final Approval, substantially in the form of Exhibit C, and any objections thereto.

The Parties’ counsel agree to cooperate fully in seeking the Court’s Preliminary Approval of this Agreement and to promptly agree upon and execute all such other documentation as reasonably may be required to obtain Preliminary Approval by the Court of the Agreement.

2. Notice to the Class.

The Parties shall notify Plaintiffs about this Agreement as follows:

- i. Within seven (7) days of Preliminary Approval, Defendants shall post the Class Notice (including a Spanish version) and Agreement on their websites.
- ii. EOIR shall post at least one paper copy of the Class Notice (including a Spanish version) on the bulletin board, or other similar location, in the waiting room of each Immigration Court.
- iii. Class Counsel will post the Class Notice (including a Spanish version) and Agreement on their organizational websites and will share the Class Notice with national immigration listservs.

3. Objection to Settlement

Within thirty (30) days of issuance of the Class Notice, any Plaintiff who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the settlement contemplated herein must file with the Clerk of Court and serve on the Parties a statement of objection setting forth the specific reason(s) for the objection, including any legal support or evidence in support of the objection, grounds to support his or her status as a Plaintiff, and whether the Plaintiff intends to appear at the Fairness Hearing. The Parties will have thirty (30) days following the objection period in which to submit answers to any objections that are filed. The statement of objection to the Clerk of the Court shall be sent to: Clerk, U.S. District Court for the Western District of Washington, 700 Stewart Street, Suite 14134, Seattle, WA 98101, and both the envelope and the statement of objection shall state “Attention: *Garcia Perez v. USCIS*, No. 2:22-cv-00806-JHC (W.D. Wash.)” Copies shall also be served on Class Counsel and counsel for Defendants.

4. Effect of the Court’s Denial of the Agreement.

If the Court rejects this Agreement, in whole or in part, or otherwise finds that the Agreement is not fair, reasonable, and adequate, this Agreement shall become null and void.

5. Termination Date.

This Agreement and all of its terms, and all rights acquired hereunder, shall end either four (4) years following the full implementation of all of the terms of the Agreement, or upon the Effective Date of this Agreement plus six (6) years, whichever shall first occur.

C. Miscellaneous Provisions

1. Entire Agreement.

1 This Agreement and its exhibits constitute the entire agreement among the Parties
2 hereto concerning the settlement of the Action, and no representations, warranties,
3 or inducements have been made by any Party hereto other than those contained
4 and memorialized in such documents. No representation or understanding,
5 whether written or oral, that is not expressly set forth herein shall be enforced or
6 otherwise given any force or effect in connection herewith.

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9 2. Full and Final Settlement.

10 The Parties intend that the execution and performance of this Agreement shall, as
11 provided below, be effective as a full and final settlement of, and shall fully
12 dispose of, all claims and issues that Plaintiffs raised against Defendants in the
13 Action. The Parties acknowledge that this Agreement is fully binding upon them
14 during the life of the Agreement. This Agreement shall be binding upon, and
15 inure to the benefit of, the successors and assigns of the Parties hereto.

16
17 3. Agreement Execution.

18 This Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them shall be deemed to be one and the same instrument
20 provided that counsel for the Parties to this Agreement shall exchange among
21 themselves original signed counterparts.

22
23 4. Modification.

This Agreement may not be modified or amended, nor any of its provisions be
waived, except by a writing signed by the Parties hereto or their successors-in-
interest or authorized representatives (i.e., Class Counsel). Within 120 days of the
Effective Date, counsel for the Parties will notify each other if they wish to meet
to discuss how implementation of the terms set forth in this Agreement are
functioning and progressing.

5. Settlement Authority.

All counsel and any other person executing this Agreement and any of the
exhibits hereto, or any related settlement documents, warrant and represent that
they have the full authority to do so, and that they have the authority to take
appropriate action required or permitted to be taken under the Agreement to
effectuate its terms.

6. Jurisdiction of the Court.

Subject to the dispute resolution procedures in Section II.E, the Court retains
jurisdiction to resolve any disputes over enforcement of the Agreement that arise
and are presented to the Court at any time between its Effective and Termination
Dates.

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2 7. Impact of Statutory, Regulatory, or Precedential Changes, and/or Operational Needs.

3 Nothing in this Agreement shall prevent Defendants EOIR and/or USCIS from
4 amending their regulations, manuals, policies, procedures, and/or practices, as
5 necessary for purposes of complying with applicable statutory changes, regulatory
6 changes, and/or precedential decisions. Nothing in this Agreement shall prevent
7 Defendants EOIR and/or USCIS from changing their technological infrastructure
8 to address mission or operational needs, while continuing to comply with their
9 obligations under this Agreement.

10 8. Severability.

11 If any provision of this Agreement is declared null, void, invalid, illegal, or
12 unenforceable in any respect, the remaining provisions shall remain in full force
13 and effect, except as specified in Section II.B.4.

14 9. No Precedential Value.

15 This Agreement, whether or not executed, and any proceedings taken pursuant to
16 it, shall not be deemed an admission by the Parties of the merit or lack of
17 merit of the opposing party's claims or defenses or as an admission of any
18 contested fact alleged by Plaintiffs. The Parties may not use the Agreement as
19 evidence or otherwise in any civil or administrative action or proceeding
20 against Defendants or the United States or any of their present or former officials,
21 employees or agents, either in their official or individual capacities, except for
22 proceedings necessary to implement or enforce the terms hereof.

23 10. Headings.

Headings in this Agreement are included solely for the convenience of the Parties,
are not part of the terms and conditions of the Agreement, and do not limit, alter,
or otherwise affect the provisions of, and the Parties' rights and obligations under,
this Agreement.

11. Applicable Law.

This Agreement and its terms shall be construed in accordance with the law of the
United States of America and the United States Court of Appeals for the Ninth
Circuit.

12. Interpretation.

The Parties acknowledge that the preparation of the 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 any
provision of the Agreement.

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13. Disclaimer.

Nothing in this Agreement should be construed as establishing any right or interest in challenging an adverse decision on an Asylum Application, or any other DHS or EOIR action, decision, determination, order, form, instruction, training material, delay, or process or procedure, beyond those expressly provided herein or under law.

D. Attorneys' Fees

1. The Parties agree to settle all claims by Plaintiffs and Class Counsel for fees, costs, and expenses, including but not limited to attorney fees incurred in this Action. Defendants agree to pay \$163,508.50. EOIR and USCIS shall each pay half of the amount. Defendants' payment of the Attorneys' Fee settlement amount shall satisfy any claims by Plaintiffs or Class Counsel for attorney fees and costs related to and for this Action.
2. Subject to Section II.D.1, Defendants shall make payment by electronic funds transfer in accordance with instructions provided to Defendants' counsel by one of Class Counsel. Within five (5) business days of the Effective Date, Class Counsel shall provide to Defendants all information necessary to accomplish the direct wire transfer into that account.
3. In exchange for, and effective upon receipt of, Defendants' payment of the amount agreed upon in Paragraph 1, Plaintiffs and Class Counsel shall fully and forever release and discharge Defendants, the United States of America, and their present and former officials, employees, and agents, in their official and individual capacities, from liability for any and all claims for attorneys' fees for work that has been performed or payment or reimbursement of expenses or costs that have been incurred in connection with this Action, including but not limited to fees and non-taxable expenses pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412 ("EAJA"), and taxable costs pursuant to EAJA and Local Civil Rule 54.

E. Dispute Resolution Mechanism.

With regard to claims raised in this Action and resolved by this Agreement, the dispute resolution provisions described below shall provide the sole means for a Party to challenge another Party's performance of obligations arising under this Agreement. Any claims alleging that a Party has failed to comply with the terms of this Agreement must be brought pursuant to this subsection. This Agreement shall not affect or in any way limit the ability of the Parties to challenge or obtain review of claims not resolved by or arising under this Agreement through any existing right or authority under law, regulations, or applicable procedures.

1. Dispute Resolution Terms.

- 1 i. The dispute resolution provisions of this Agreement only apply to the
2 Parties and are not intended to provide an alternate procedure by which
3 Plaintiffs may inquire about or contest Adjourment Codes or their
4 Asylum EAD Clock statuses. Any applicant seeking to inquire about or
5 contest an Adjourment Code or the status of their Asylum EAD Clock
 must do so through the existing administrative processes and procedures,
 as provided under: the Immigration and Nationality Act, 8 U.S.C. §§ 1101,
 et seq.; Title 8 of the Code of Federal Regulations; and the administrative
 processes and procedures established within this Agreement.
- 6 ii. For allegations that a Party has failed to comply with the terms of this
7 Agreement, counsel for the Party making the allegation (“complaining
8 party”) shall notify the counsel for the other Party (“responding party”) in
9 writing of the specific ground(s) upon which the complaining party bases
10 its claim of non-compliance with this Agreement, substantiated with
11 specific, detailed, and timely information about the alleged non-
12 compliance sufficient to enable the responding party to investigate and
13 respond to the allegation of non-compliance.
- 14 iii. Within forty-five (45) days after the responding party receives notice of
15 the allegation of non-compliance from the complaining party in
16 accordance with subparagraph (1)(ii) above, the responding party shall
17 notify the complaining party in writing of the results of the responding
18 party’s investigation of facts and any action that it has taken or intends to
19 take in connection with the allegation of non-compliance.
- 20 iv. Should any dispute regarding an allegation of non-compliance remain
21 after the Parties have undertaken the dispute resolution mechanism set
22 forth in subparagraphs (1)(ii) – (iii) above, the Parties shall negotiate in
23 good faith to resolve any such remaining disputes within thirty (30) days
 from the date the responding party sends notification of the results of its
 investigation under subparagraph (1)(iii) above.
- v. Should the Parties be unable to resolve any dispute of an allegation of
 non-compliance following implementation of the provisions of
 subparagraphs (1)(ii) – (iv) above, the complaining party may apply to the
 Court for enforcement of this Agreement. Before applying to the Court for
 enforcement of the Agreement, the complaining party shall notify the
 responding party of its intent to do so. Any actions brought to the Court
 under this subsection must be brought by either Defendants or by Class
 Counsel.
2. Deadline: All claims regarding non-compliance arising under this Agreement
 must be raised pursuant to the process outlined in Section II.E.1 as soon as
 possible, but no later than 180 days after discovery of the claim. If a complaining
 party raises a claim of non-compliance more than 180 days after the complaining

1 party reasonably should have discovered the claim, then the claim is waived. All
2 claims of non-compliance must be brought within 180 days after the Termination
Date of the Agreement, or the claim is waived.

3 **III. TERMS OF THE AGREEMENT**

4 By this Agreement, Defendants have agreed to modify certain of their processes, policies,
procedures, and practices that impact individuals filing Asylum Applications.

5 **A. Notice and Opportunity to Challenge Policy and Practice**

6 The Parties have agreed to the following terms:

7 1. EOIR Notice:

- 8 i. EOIR will provide written guidance to Immigration Judges that they: (1) must
9 clearly articulate the reason for the case adjournment on the record at the end of
10 each hearing; and (2) may inform the parties of whether the Asylum EAD Clock
is running or stopped. EOIR will provide Immigration Judges and Class Counsel
with the guidance ninety (90) days after the Effective Date of this Agreement.
- 11 ii. EOIR will upgrade its EOIR Courts & Appeals System (“ECAS”) CASE Portal,
12 accessible to attorneys and accredited representatives who have entered
appearances for individuals in immigration proceedings, to include case-specific
13 Adjournment Code history relating to the 180-day Asylum EAD Clock as part of
the information available to applicants’ representatives of record. EOIR’s Office
14 of Information Technology completed work on this initiative. The ECAS CASE
Portal is fully functional as of July 2023. ECAS technical support issues must be
15 reported using the established ECAS CASE Portal technical support notification
processes as provided by the ECAS Online Filing (justice.gov/eoir/ECAS)
16 access portal.

17 EOIR updated CASE to enable EOIR personnel to provide applicants who are
appearing in Immigration Court *pro se* with a printout of their case-specific
18 Adjournment Code history relating to the 180-day Asylum EAD Clock.
Requests for these printouts may be made by *pro se* applicants orally or in
19 writing. EOIR court personnel will provide a requested printout to a *pro se*
applicant at the time of an in-person, oral request or will respond within twenty-
20 five (25) business days of receipt of a written request, absent exceptional
circumstances. In the case of oral requests from *pro se* applicants that are not
21 made in-person, EOIR personnel will mail a printout to the applicant’s address
of record on file with EOIR within twenty-five (25) business days of receipt of
22 the request, absent exceptional circumstances.

23 2. Opportunity to Challenge/Correct Asylum EAD Clock Stoppage before EOIR:

- 1 i. EOIR will publish guidance on its website to clarify the requirements,
2 expectations, and procedures for an Asylum EAD Clock Correction Request
3 from applicants in proceedings before EOIR and/or their representatives of
 record. EOIR will publish guidance within ninety (90) days of the Effective Date
 of this Agreement.
- 4 ii. An applicant may raise an Asylum EAD Clock Correction Request in writing or
5 orally at an Immigration Court proceeding. If the applicant makes an oral
6 Asylum EAD Clock Correction Request at a proceeding, the Immigration Judge
 should address the request on the record.
- 7 iii. Written Asylum EAD Clock Correction Requests shall be addressed to the Court
8 Administrator of the relevant Immigration Court and shall be submitted via
9 email to a designated Asylum EAD Clock Correction Request email box or
 mailed to the Immigration Court. For cases on appeal, applicants shall submit a
 written Asylum EAD Clock Correction Request to EOIR’s Office of the General
 Counsel.
- 10 iv. EOIR will maintain on its website, separate from the guidance referenced in
11 subparagraph (2)(i), the email addresses and physical addresses for each
12 Immigration Court and the contact information for the Office of the General
 Counsel where Asylum EAD Clock Correction Requests may be sent.
- 13 v. For written Asylum EAD Clock Correction Requests, Immigration Courts and
14 the Office of the General Counsel must respond in writing within twenty-five
15 (25) business days of receipt of the request, absent exceptional circumstances.
- 16 vi. In response to a written Asylum EAD Clock Correction Request, Immigration
17 Courts and the Office of the General Counsel will provide the reasoning for
18 written Asylum EAD Clock Correction Requests that are rejected or denied.

19 3. USCIS Notice:

- 20 i. USCIS will modify the automated Case Status Online Tool (CSOL Tool) that is
21 currently available on USCIS’s website to allow anyone who submitted an
22 Asylum Application to determine, in addition to their current case status,
23 whether their Affirmative Asylum EAD Clock is stopped as a result of an
 applicant-caused delay. USCIS will display, in addition to the case status
 information, Affirmative Asylum Clock Information confirming that there is a
 clock stoppage as well as the total number of days accrued at the time of the
 stoppage. USCIS will implement these additions to the CSOL Tool within 180
 days of the Effective Date of the Agreement. Class Counsel will be apprised of
 any delay, foreseen or unexpected, of this date.
- ii. USCIS will revise the 180-Day Asylum EAD Clock Notice to provide an
 exhaustive list of clock-impacting events in the affirmative asylum process to

1 increase applicants' notice of consequences to their Asylum EAD Clock based
2 on actions they take or fail to take. USCIS will make the 180-Day Asylum EAD
Clock Notice available on its website.

3 4. Opportunity to Challenge/Correct Asylum EAD Clock Stoppage before USCIS:

4 i. USCIS will provide two (2) mechanisms to correct Asylum EAD Clock
5 information, as obtained via the CSOL Tool, that applicants believe is erroneous
or inaccurate:

6 a. First, USCIS will provide a mechanism for applicants to request a
7 correction through the eRequest Self-Service tool. USCIS will update
8 the eRequest Self-Service tool to provide an option whereby applicants
9 can inquire about stoppages related to their Affirmative Asylum Clock
10 Information. The eRequest Self-Service Tool website will provide clear
11 instructions for applicants that submit an inquiry using the receipt
12 number of their affirmative Asylum Application. Once an inquiry is
13 placed through the eRequest Self-Service Tool, the inquiry will be
routed to the appropriate asylum office having jurisdiction over the
applicant's Asylum Application for resolution (or that inquiry will be
referred to EOIR if the application is within EOIR's jurisdiction). Upon
receiving the inquiry, the asylum office will review the applicant's
inquiry for resolution. USCIS will implement this mechanism by 180
days from the Effective Date of the Agreement. Class Counsel will be
apprised of any delay, foreseen or unexpected, of this date.

14 b. Second, USCIS will provide a mechanism for applicants to call the
15 USCIS Contact Center. An applicant who, after using the CSOL Tool,
16 believes that their Asylum EAD Clock information is erroneous or
17 inaccurate, may call the USCIS Contact Center. After speaking with
the applicant, a live customer service agent will route the applicant's
inquiry to the appropriate asylum office having jurisdiction over the
applicant's Asylum Application (or direct the applicant to the Court
Administrator of the relevant Immigration Court if the application is
within EOIR's jurisdiction). Upon receiving the inquiry, the asylum
office will review the applicant's inquiry for resolution. USCIS will
19 implement this mechanism within 180 days from the Effective Date of
the Agreement. Class Counsel will be apprised of any delay, foreseen
20 or unexpected, of this date.

21 ii. USCIS will respond to any Asylum EAD Clock Correction Request, absent
22 exceptional circumstances, within twenty-five (25) business days of receipt of an
Asylum EAD Clock Correction Request submitted via the Contact Center or
eRequest Self-Service Tool. USCIS will provide the reason(s) for any denial or
23 rejection in its written response.

- 1 iii. USCIS will update its public guidance to further clarify the requirements,
2 expectations, and procedures for contesting Asylum EAD Clock information in
3 accordance with this Agreement.

3 **B. Remand Policy and Practice**

4 The Parties have agreed to the following terms:

- 5 i. USCIS updated the language and the 180-day Asylum EAD Clock Notice on
6 September 23, 2022, to replace the prior version. The updated version explains:

7 “If the decision is appealed to the BIA or a U.S. Court of Appeals and the
8 BIA or U.S. Court of Appeals remands it (sends it back) to an immigration
9 judge or BIA for continued adjudication of your asylum claim, your 180-
10 day asylum EAD clock will be credited with the total number of days on
11 appeal (e.g. the time between the immigration judge’s decision and the
12 date of the BIA’s remand order or between the BIA’s decision and the
13 date of the U.S. Court of Appeals remand order). You will continue to
14 accumulate time on the 180-day Asylum EAD Clock while your asylum
15 claim is pending after the remand order, excluding any additional delays
16 you request or cause.”

- 12 ii. This updated language will remain in effect for the remainder of this Agreement.
- 13 iii. USCIS will also update its website and public messaging to include instructions
14 that an applicant should submit a copy of either (1) the BIA order remanding the
15 case back to the Immigration Judge or (2) the U.S. Court of Appeals’ remand
16 order to the BIA, with the Application for Employment Authorization, to
17 demonstrate that the applicant has accrued sufficient time on the 180-day
18 Asylum EAD Clock.

17 **C. Unaccompanied Children Policy and Practice**

18 The Parties have agreed to the following terms:

- 19 i. USCIS will issue guidance on its website and public messaging affirming that
20 for UCs with pending Asylum Applications before USCIS, any EOIR
21 Adjournment Code associated with the transfer of jurisdiction from EOIR to
22 USCIS should not stop the 180-day Asylum EAD Clock. This guidance will
23 clarify that in the case of UCs seeking an EAD based on pending Asylum
 Applications, adjudicators must not look to the EOIR Adjournment Codes
 associated with the transfer of a UC’s Asylum Application from EOIR to
 USCIS, which transfer will not cause the applicant’s Asylum EAD Clock to
 stop. However, if a UC’s case is referred by USCIS to EOIR, applicant-caused
 actions stopping the clock thereafter while the Asylum Application is pending
 before EOIR will be charged against the applicant. The guidance will confirm

1 that USCIS controls the 180-day Asylum EAD Clock in cases involving UCs
2 with Asylum Applications pending before USCIS. USCIS will provide Class
3 Counsel with a copy of the corresponding guidance. EOIR will include a
4 reminder in its guidance that USCIS guidelines and policies control the Asylum
5 EAD Clock for UCs.

4 **D. Change of Venue Practice**

5 The Parties have agreed to the following terms:

- 6 i. Defendants will change all applicable policy to reflect that a change of venue does
7 not stop the 180-day Asylum EAD Clock in cases pending before EOIR.

8 Defendants will update the CASE decision coding for EOIR and USCIS to reflect that a granted
9 change of venue does not stop the 180-day Asylum EAD Clock in cases pending before EOIR.
10 Defendants will provide Class Counsel with a copy of the EOIR Office of Information
11 Technology Release Notes for CASE that describe and confirm this update.
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1 **IN WITNESS WHEREOF**, the Parties have executed this Agreement, which may be executed
in counterparts, and the undersigned represent that they are authorized to execute and deliver this
2 Agreement on behalf of the respective Parties.

3 Consented and agreed to by:

4
5 DATED: July 29, 2024

Respectfully submitted,

6 For the Plaintiffs:

For the Defendants:

7 /s/ Matt Adams

BRIAN M. BOYNTON

8 Matt Adams

Principal Deputy Assistant Attorney General

Leila Kang

U.S. Department of Justice, Civil Division

Aaron Korthuis

WILLIAM C. PEACHEY

Director

9 Northwest Immigrant Rights Project

615 Second Avenue, Suite 400

10 Seattle, WA 98104

(206) 957-8611

11 matt@nwirp.org

aaron@nwirp.org

WILLIAM C. SILVIS

Assistant Director

12 /s/ Mary Kenney

CHRISTINA PARASCANDOLA

Senior Litigation Counsel

13 Mary Kenney

RUTH CHECKETTS

Special Attorney

14 Trina Realmuto

Kristin Macleod-Ball

MARIE FEYCHE

Trial Attorney

15 National Immigration Litigation Alliance

10 Griggs Terrace

16 Brookline, MA 02446

(617) 819-4447

17 mary@immigrationlitigation.org

18 trina@immigrationlitigation.org

kristin@immigrationlitigation.org

/s/ Aneesa Ahmed

ANEESA AHMED

Trial Attorney

Office of Immigration Litigation

District Court Section

Department of Justice, Civil Division

P.O. Box 868, Ben Franklin Station

Washington, D.C. 20044

(202) 451-7744

Aneesa.Ahmed@usdoj.gov

The Honorable John H. Chun
United States District Judge

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

Bianey GARCIA PEREZ, Maria
MARTINEZ CASTRO, J.M.Z., Alexander
MARTINEZ HERNANDEZ, on behalf of
themselves as individuals and on behalf of
others similarly situated,

Plaintiffs,

v.

U.S. CITIZENSHIP AND IMMIGRATION
SERVICES; Ur JADDOU, Director, U.S.
Citizenship and Immigration Services;
EXECUTIVE OFFICE FOR
IMMIGRATION REVIEW; Mary CHENG,
Acting Director, Executive Office for
Immigration Review,

Defendants.

Case No. 2:22-cv-00806-JHC

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF THE
SETTLEMENT AGREEMENT,
APPROVING NOTICE, AND
SETTING A FAIRNESS HEARING

1 WHEREAS, the above-captioned matter is pending before this Court as a certified class
2 action (the “Action”¹);

3 WHEREAS, the Parties have jointly moved, pursuant to Federal Rule of Civil Procedure
4 23(e), for an order: (i) preliminarily approving the Settlement Agreement dated July 29, 2024; (ii)
5 approving the form of Class Notice, attached as Exhibit B to the Settlement Agreement; and (iii)
6 scheduling a date for the Fairness Hearing, pursuant to Federal Rule of Civil Procedure 23(e) and
7 no earlier than sixty (60) days from the date of its approval of the form and manner of the Class
8 Notice, for the Court to consider and determine whether to approve the Settlement Agreement as
9 fair, reasonable, and adequate; and

10 WHEREAS, it preliminarily appears that: the class representatives and class counsel have
11 adequately represented the class; the Settlement Agreement is the product of extensive, arm’s
12 length negotiations; the relief provided in the Settlement Agreement is adequate; and the
13 Settlement Agreement treats class members equitably relative to each other,

14 The Court hereby GRANTS the Parties’ motion and ORDERS as follows:

- 15 1. The Court does hereby preliminarily approve the Settlement Agreement, including all
16 exhibits attached thereto, subject to further consideration at the Fairness Hearing described
17 below.
- 18 2. A Fairness Hearing shall be held before this Court on , 2024, at .m.
19 at the United States District Court for the Western District of Washington, 700 Stewart
20 Street, Suite 14134, Seattle, WA 98101, to: (i) determine whether the Settlement
21 Agreement, inclusive of all terms and conditions set out therein, is fair, reasonable,
22 adequate, in the best interests of the Class Members, and should be approved by the Court;
23 (ii) hear and rule on any objections by Class Members to the Settlement Agreement; and
24 (iii) determine whether the Court should enter the Settlement Agreement and issue a final

25 _____
26 ¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Settlement Agreement submitted to the Court contemporaneously with this proposed order.

1 judgment. The Court may hold the Fairness Hearing telephonically or by other virtual
2 means.

3 3. The Court reserves the right to adjourn the date of the Fairness Hearing or modify any other
4 dates set forth herein without further notice to Class Members, and retains jurisdiction to
5 consider all further applications arising out of or connected with the settlement.

6 4. The Court approves, as to form and content, the Class Notice attached to the Settlement
7 Agreement as Exhibit B. Not later than seven (7) calendar days following entry of this
8 order: (1) U.S. Citizenship and Immigration Services (“USCIS”) and Executive Office for
9 Immigration Review (“EOIR”) shall post the Class Notice in both English and Spanish and
10 the Settlement Agreement on their websites; (2) EOIR shall post a paper copy of the Class
11 Notice in both English and Spanish on the bulletin board, or other similar location, in the
12 waiting room of each Immigration Court; (3) Plaintiffs’ counsel shall post the Class Notice
13 in both English and Spanish and the Settlement Agreement on their organizational
14 websites; and (4) Plaintiffs’ counsel shall circulate the Class Notice on national
15 immigration listservs.

16 5. The Court previously certified the class as follows:

17 All noncitizens in the United States who have filed or will file with USCIS or EOIR
18 a complete Asylum Application and who would be eligible for employment
19 authorization under 8 C.F.R. § 274a.12(c)(8) but for the fact that their Asylum EAD
20 Clock was stopped or not started prior to 180 days after the date the applicant filed
21 a complete Asylum Application.

22 In addition, the Court previously certified the following subclasses:

23 **Remand Subclass.** Class members whose Asylum EAD Clocks were or will be
24 stopped following a decision by an Immigration Judge and whose Asylum EAD
25 Clocks are not or will not be started or restarted following an appeal in which either
26 the BIA or a federal court of appeals remands their case for further adjudication of
their asylum and/or withholding of removal claims.

Unaccompanied Children Subclass. Class members in removal proceedings who
are unaccompanied children (“UCs”) pursuant to 6 U.S.C. § 279(g) and whose

1 Asylum EAD Clocks are not started or will be stopped while waiting for USCIS to
2 adjudicate the filed Asylum Application.

3 **Change of Venue Subclass.** Class Members in removal proceedings whose
4 removal proceedings have been or will be transferred to a different Immigration
5 Court through a granted change of venue motion, and for whom EOIR has stopped
6 or will stop the Asylum EAD Clock based solely on the change of venue.

7 These are the class and subclasses for purposes of settlement purposes.

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6. Any Class Member may object to the Settlement Agreement and may also (but need not) appear in person or through counsel at the Fairness Hearing; provided, however, no Class Member or any other person or entity shall be heard or entitled to contest such matters unless that person has fully complied with the terms set out herein. To object, a Class Member must submit copies of: (a) a written statement identifying the Class Member's name, address, telephone number, and signature, and, if represented by counsel, the name, address, and telephone number of counsel; (b) a written statement explaining the Class Member's objection and the reasons for such objection; and (c) any documentation in support of such objection. Any objection shall not exceed twenty-five (25) pages in length. If the Class Member wishes to appear at the Fairness Hearing, he or she must include a statement of intention to appear at the Fairness Hearing. Objections must be filed by mailing the objection in an envelope postmarked on or before **DATE 30 DAYS AFTER THIS NOTICE** and addressed to: Clerk of the United States District Court for the Western District of Washington, 700 Stewart Street, Suite 14134, Seattle, WA 98101, and both the envelope and the statement of objection shall state "Attention: *Garcia Perez v. USCIS*, No. 2:22-cv-00806-JHC." Additionally, copies of any objections must be sent by first class mail to the following addresses and postmarked no later than thirty (30) days after the date of this Order, which shall appear on the Class Notice:

Matt Adams
NORTHWEST IMMIGRANT RIGHTS PROJECT
615 2nd Avenue, Suite 400
Seattle, WA 98104
Counsel for Plaintiffs

Aneesa Ahmed
Trial Attorney
United States Department of Justice
Civil Division
Office of Immigration Litigation – District Court Section
P.O. Box 868, Ben Franklin Station
Washington, D.C. 20044
Counsel for Defendants

7. Any person who fails to object in the manner described above shall be: (i) deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement Agreement; (ii) barred from raising such objection in this Action; and (iii) bound by the final order approving the Settlement Agreement from this Court.

8. The Parties shall file with the Court and serve responses to any objections not later than fourteen (14) calendar days following the allowed period of time for the submission of objections.

9. Pending the Court’s determination on whether to approve the Settlement Agreement, all due dates and proceedings in this case shall be stayed.

10. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Class Members.

IT IS SO ORDERED.

Dated this ____ day of _____, 2024.

The Honorable John H. Chun
UNITED STATES DISTRICT JUDGE

Presented this 29th day of July, 2024, by:

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For the Plaintiffs:

/s/ Matt Adams

Matt Adams
Leila Kang
Aaron Korthuis

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615 Second Avenue, Suite 400
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(206) 957-8611
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aaron@nwirp.org

/s/ Mary Kenney

Mary Kenney
Trina Realmuto
Kristin Macleod-Ball

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mary@immigrationlitigation.org
trina@immigrationlitigation.org
kristin@immigrationlitigation.org

For the Defendants:

BRIAN M. BOYNTON
Principal Deputy Assistant Attorney General
U.S. Department of Justice, Civil Division

WILLIAM C. PEACHEY
Director

WILLIAM C. SILVIS
Assistant Director

CHRISTINA PARASCANDOLA
Senior Litigation Counsel

RUTH CHECKETTS
Special Attorney

/s/ Aneesa Ahmed

ANEESA AHMED
MARIE FEYCHE
Trial Attorneys
Office of Immigration Litigation
District Court Section
Department of Justice, Civil Division
P.O. Box 868, Ben Franklin Station
Washington, D.C. 20044
(202) 451-7744
Aneesa.Ahmed@usdoj.gov

The Honorable John H. Chun
United States District Judge

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

Bianey GARCIA PEREZ, Maria
MARTINEZ CASTRO, J.M.Z., Alexander
MARTINEZ HERNANDEZ, on behalf of
themselves as individuals and on behalf of
others similarly situated,

Plaintiffs,

v.

U.S. CITIZENSHIP AND
IMMIGRATION SERVICES; Ur
JADDOU, Director, U.S. Citizenship and
Immigration Services; EXECUTIVE
OFFICE FOR IMMIGRATION REVIEW;
Mary CHENG, Acting Director, Executive
Office for Immigration Review,

Defendants.

Case No. 2:22-cv-00806-JHC

[PROPOSED] CLASS
NOTICE

DATED: DATE

IMPORTANT CLASS NOTICE

This Notice contains important information that may pertain to you. Please read it carefully. Under a proposed settlement of *Garcia Perez v. U.S. Citizenship and Immigration Services*, No. 2:22-cv-00806-JHC (W.D. Wash.), certain individuals who seek to file a complete Form I-589, *Application for Asylum and Withholding of Removal* (“Asylum Application”), or have already filed Form I-589, are entitled to new procedures relating to the crediting of time toward eligibility for employment authorization.

On June 9, 2022, Plaintiffs filed a class action complaint challenging the federal government’s practices with respect to Employment Authorization Documents (“EADs”) for applicants for asylum or withholding of removal who had their applications pending for more than 180 days. Plaintiffs are all noncitizens in the United States who have been placed in removal proceedings; have filed a complete Asylum Application; and have filed or will file a Form I-765, *Application for Employment Authorization* (“Form I-765”) pursuant to immigration regulations at 8 C.F.R. § 274a.12(c)(8). Defendants include U.S. Citizenship and Immigration Services (“USCIS”) and the Executive Office for Immigration Review (“EOIR”).

1 On July 29, 2024, Plaintiffs and Defendants filed a joint motion for class certification and joint
2 motion for preliminary approval of a Settlement Agreement. The general terms of those motions
3 are laid out below.

4 On **DATE**, the Court granted the Parties' joint motion for preliminary approval the Settlement
5 Agreement and ordered that a Fairness Hearing take place on **DATE**. Any objections to the
6 proposed settlement should be submitted to the Court within thirty (30) days of the date of this
7 notice, by mailing the objection in an envelope postmarked on or before **DATE 30 DAYS AFTER
8 THIS NOTICE** and addressed to: Clerk, U.S. District Court for the Western District of
9 Washington, 700 Steward Street, Suite 14134, Seattle, WA 98101, and including on the envelope
10 and the letter: "Attention: *Garcia Perez v. USCIS*, No. 2:22-cv-00806-JHC (W.D. Wash.)."
11 Objections shall not exceed twenty-five pages in length. Copies of the objection sent to the Court
12 also must be served on counsel for Plaintiffs and counsel for Defendants as set forth below:

13 **TO PLAINTIFFS:**

14 Matt Adams
15 NORTHWEST IMMIGRANT RIGHTS PROJECT
16 615 2nd Avenue, Suite 400
17 Seattle, WA 98104

18 **TO DEFENDANTS:**

19 Aneesa Ahmed
20 Trial Attorney
21 United States Department of Justice
22 Civil Division
23 Office of Immigration Litigation – District Court Section
24 P.O. Box 868, Ben Franklin Station
25 Washington, D.C. 20044

26 All objections must include: (a) a written statement identifying the Class Member's name, address,
telephone number, and signature, and, if represented by counsel, the name, address, and telephone
number of counsel; (b) a written statement explaining the Class Member's objection and the
reasons for such objection; and (c) any documentation in support of such objection. Any objection
shall not exceed twenty-five (25) pages in length. If the Class Member wishes to appear at the
Fairness Hearing, he or she must also include a statement of intention to appear at the Fairness
Hearing.

WHERE CAN I FIND THE COMPLETE SETTLEMENT AGREEMENT?

The complete Settlement Agreement, including definitions of the Class Members, exact terms of
relief, and the exact terms of any process available for Class Members to seek review of an alleged
violation of the Settlement Agreement, may be found at www.nwirp.org and
immigrationlitigation.org. In addition, this information is available on the USCIS website,
www.uscis.gov, and the EOIR website, www.usdoj.gov/eoir.

WHO IS A *GARCIA PEREZ* CLASS MEMBER?

This summary of the Class and Subclasses is meant to provide the general guidelines of who
qualifies as a Class Member. The *Garcia Perez* Class is a nationwide class comprised of a general
class and three subclasses. **There is no requirement and no process for applying for Class**

1 **Membership.** A person who falls within the categories enumerated below need not take any other
action to be recognized as a Class Member.

2 **Garcia Perez Class**

3 All noncitizens in the United States who have filed or will file with USCIS or EOIR a complete
4 Asylum Application and who would be eligible for employment authorization under
8 C.F.R. § 274a.12(c)(8) but for the fact that their Asylum EAD Clock was stopped or not started
prior to 180 days after the date the noncitizen filed a complete Asylum Application.

5 **Remand Subclass**

6 Class Members whose Asylum EAD Clocks were or will be stopped following a
7 decision by an Immigration Judge and whose Asylum EAD Clocks are not or will not
8 be started or restarted following an appeal in which either the Board of Immigration
Appeals (“BIA”) or a federal court of appeals remands their case for further
adjudication of their asylum and/or withholding of removal claims.

9 **Unaccompanied Children Subclass**

10 Class Members in removal proceedings who are unaccompanied children (“UCs”)
11 pursuant to 6 U.S.C. § 279(g) and whose Asylum EAD Clocks are not started or will
be stopped while waiting for USCIS to adjudicate the filed Asylum Application.

12 **Change of Venue Subclass**

13 Class Members in removal proceedings whose removal proceedings have been or will
14 be transferred to a different Immigration Court through a granted change of venue
motion, and for whom EOIR has stopped or will stop the Asylum EAD Clock based
solely on the change of venue.

15 **WHAT BENEFITS ARE PROVIDED TO GARCIA PEREZ CLASS MEMBERS?**

16 This summary of the benefits available to Class Members is meant to provide the *general*
17 guidelines of who qualifies as Class Members. A person who believes he or she is a Class Member
18 and has been denied a *Garcia Perez* member benefit should first review the exact terms of the
Settlement Agreement or seek legal assistance to do so.

19 **Garcia Perez Class Benefits:**

20 EOIR will provide written guidance to Immigration Judges directing them to clearly articulate the
21 reason for the case adjournment on the record at the end of each hearing and that they may inform
22 the parties of whether the Asylum EAD Clock is running or stopped. EOIR upgraded the EOIR
23 Courts & Appeals System (“ECAS”) CASE Portal to include case-specific adjournment code
24 history relating to the 180-day Asylum EAD Clock as part of the information available to
25 applicants’ representatives of record. *Pro se* applicants may request, orally or in writing, a printout
26 of their case-specific adjournment code history relating to the 180-day Asylum EAD Clock;
Immigration Court personnel will be required to respond at the time of an in-person request or
within twenty-five (25) business days of receipt of a request not made in-person. EOIR will publish
guidance on its website to clarify the requirements, expectations, and procedures for individuals
who contest the status of their Asylum EAD Clocks in proceedings before EOIR. An applicant
may raise an Asylum EAD Clock correction request in writing or orally at an Immigration Court
proceeding and will receive a response at the Immigration Court hearing or a written response
within 25 business days of receipt of the request.

1 USCIS will modify its Case Status Online Tool (“CSOL”) to allow anyone with a pending Asylum
2 Application to determine, in addition to their current case status, whether their Affirmative Asylum
3 EAD Clock is stopped because of an applicant-caused delay and the total number of days accrued
4 at the time of a stoppage. USCIS will revise the 180-Day Asylum EAD Clock Notice to provide
5 an exhaustive list of clock-impacting events in the affirmative asylum process to increase
6 applicants’ notice of consequences to their Asylum EAD Clock based on actions they take or fail
7 to take. USCIS will provide a mechanism for applicants to request a correction of their Asylum
8 EAD Clock through the eRequest Self-Service tool on the USCIS website. USCIS will also provide
9 a mechanism for applicants to call the USCIS Contact Center, who will route the applicant’s
10 inquiry to an asylum office. USCIS will generally respond to any Asylum EAD Clock correction
11 request within 25 business days of receipt of a clock correction request. USCIS will update the
12 agency’s public guidance to clarify further the requirements, expectations, and procedures for
13 individuals who contest their Asylum EAD Clock information.

14 **Timeframe for benefits:**

15 EOIR will provide guidance regarding these benefits within ninety (90) days of the Effective
16 Date of the Settlement Agreement.

17 USCIS will provide these updates within 180 days of the Effective Date of the Settlement
18 Agreement.

19 **Remand Subclass Benefits:**

20 USCIS has updated the language on its website and clock notice to explain the time between an
21 Immigration Judge’s asylum decision and a BIA remand or between a BIA decision and a federal
22 court of appeals remand will be credited toward the 180-day Asylum EAD Clock. USCIS will
23 update its message to include instructions that an applicant should submit a copy of the applicable
24 remand order with their I-765 application.

25 **Timeframe for benefits:**

26 The updated language will remain in effect for the remainder of the Agreement.

Unaccompanied Children Subclass Benefits:

USCIS policies and guidelines will control the Asylum EAD Clock for UCs who have filed an
Asylum Application. USCIS will issue guidance affirming that, with regard to unaccompanied
children any adjournment code associated with the transfer of jurisdiction from EOIR to USCIS
should not stop the 180-day Asylum EAD Clock.

Timeframe for benefits:

The updated language will remain in effect for the remainder of the Settlement Agreement.

Change of Venue Subclass Benefits:

A change of venue will not stop the 180-day Asylum EAD Clock in cases pending before EOIR.
Defendants will update the adjournment codes for EOIR and USCIS to reflect that a change of
venue does not stop the 180-day Asylum EAD Clock in cases pending before EOIR.

Timeframe for benefits:

This policy will remain in effect for the remainder of the Settlement Agreement.

1 **WHAT IS THE EFFECTIVE DATE OF THE SETTLEMENT AGREEMENT?**

2 The *Garcia Perez* Settlement Agreement becomes effective upon the U.S. District Court’s final
3 approval of the Settlement Agreement.

4 **WHEN WILL THE SETTLEMENT AGREEMENT TERMINATE?**

5 The *Garcia Perez* Settlement Agreement and all of the rights acquired under the Settlement
6 Agreement, shall end four (4) years following the full implementation of all the terms of
7 Agreement, or upon the Effective Date of Agreement plus six (6) years, whichever shall first occur.

8 **HOW DO I BRING A CLAIM UNDER THE SETTLEMENT AGREEMENT?**

9 A person who believes he or she is a Class Member and has been denied a Class Member benefit
10 may be entitled to bring a claim under the *Garcia Perez* Settlement Agreement. If you believe that
11 you are a Class Member and that you have been denied a benefit of Class Membership, you must
12 follow the Dispute Resolution Mechanism outlined in the Settlement Agreement. For further
13 information regarding the dispute resolution process, including the complete *Garcia Perez*
14 Settlement Agreement, please visit the websites of Class counsel, www.nwirp.org, and
15 immigrationlitigation.org. In addition, this information is available on USCIS’ website,
16 www.uscis.gov, and EOIR’s website, www.usdoj.gov/eoir.

17 You may also contact the lawyers representing the Class:

18 NORTHWEST IMMIGRANT RIGHTS PROJECT
19 615 2nd Avenue, Suite 400
20 Seattle, WA 98104
21 (206) 587-4009
22 (206) 587-4025 (Fax)

23 NATIONAL IMMIGRATION LITIGATION ALLIANCE
24 10 Griggs Terrace
25 Brookline, MA 02446
26 (617) 819-4649

Do not contact the U.S. District Court for additional information.

Excmo. Sr. John H. Chun
Juez de distrito de los Estados Unidos

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO
OCCIDENTAL DE WASHINGTON
EN SEATTLE**

Bianey GARCIA PEREZ, Maria
MARTINEZ CASTRO, J.M.Z., Alexander
MARTINEZ HERNANDEZ, en
representación propia como individuos y
en representación de otros en situación
similar,

Demandantes,

v.

SERVICIOS DE CIUDADANÍA E
INMIGRACIÓN DE LOS EE. UU.; Ur
JADDOU, Director, Servicios de
Ciudadanía e Inmigración de los EE. UU.;
OFICINA EJECUTIVA PARA LA
REVISIÓN DE LA INMIGRACIÓN;
Mary CHENG, Director en Funciones,
Oficina Ejecutiva para la Revisión de la
Inmigración,

Demandados.

N.º de Caso 2:22-cv-00806-JHC

[PROPOSED] AVISO DE
DEMANDA COLECTIVA

FECHADO: DATE

AVISO DE DEMANDA COLECTIVA IMPORTANTE

Este aviso contiene información importante que puede afectarle. Le rogamos que lo lea atentamente. En virtud de un acuerdo propuesto en *García Pérez contra el Servicio de Ciudadanía e Inmigración de EE. UU.*, N.º 2:22-cv-00806-JHC (W.D. Wash.), determinadas personas que deseen presentar un formulario I-589, *Solicitud de Asilo y Retención de Expulsión* ("Solicitud de Asilo"), completo, o que ya hayan presentado el formulario I-589, tienen derecho a nuevos procedimientos relativos a la acreditación de tiempo para obtener autorización de empleo.

El 9 de junio de 2022, los demandantes presentaron una demanda colectiva impugnando las prácticas del gobierno federal con respecto a los Documentos de Autorización de Empleo ("EADs") para los solicitantes de asilo o retención de expulsión que tenían sus solicitudes pendientes durante más de 180 días. Los demandantes son todas las personas que no son ciudadanos estadounidenses que se encuentran en los Estados Unidos en proceso de expulsión;

1 han presentado una solicitud de asilo completa; y han presentado o presentarán un formulario I-
2 765, *Solicitud de autorización de empleo* (“Formulario I-765”), de conformidad con la normativa
3 de inmigración en 8 C.F.R. § 274a.12(c)(8). Los demandados son el Servicio de Ciudadanía e
4 Inmigración de EE. UU. (USCIS, por sus siglas en inglés) y la Oficina Ejecutiva de Revisión de
5 Inmigración (EOIR, por sus siglas en inglés).

6 El **DATE**, los Demandantes y los Demandados presentaron una moción conjunta para la
7 certificación de la demanda colectiva y una moción conjunta para la aprobación preliminar de un
8 Acuerdo de conciliación. Los términos generales de dichas mociones se exponen a continuación.

9 El **DATE**, el Tribunal aceptó la moción conjunta de las Partes para la aprobación preliminar del
10 Acuerdo de Conciliación y ordenó que se celebrara una Audiencia de Imparcialidad el **DATE**.
11 Cualquier objeción al acuerdo propuesto debe presentarse al Tribunal en el plazo de treinta (30)
12 días a partir de la fecha de este aviso, enviando la objeción en un sobre con matasellos de **DATE**
13 **30 DAYS AFTER THIS NOTICE** o anterior y dirigido a: Clerk, U.S. District Court for the
14 Western District of Washington, 700 Steward Street, Suite 14134, Seattle, WA 98101, e
15 incluyendo en el sobre y en la carta: “Atención: *Garcia Perez v. USCIS*, N.º 2:22-cv-00806-JHC
16 (W.D. Wash).” Las objeciones no deberán exceder las veinticinco páginas de extensión. Copias
17 de la objeción enviada al Tribunal también deberán ser enviadas a los abogados de los
18 Demandantes y a los abogados de los Demandados, tal y como se indica a continuación:

19 A LOS DEMANDANTES:

20 Matt Adams
21 NORTHWEST IMMIGRANT RIGHTS PROJECT
22 615 2nd Avenue, Suite 400
23 Seattle, WA 98104

24 A LOS DEMANDADOS:

25 Aneesa Ahmed
26 Abogado litigante
United States Department of Justice
Civil Division
Office of Immigration Litigation – District Court Section
P.O. Box 868, Ben Franklin Station
Washington, D.C. 20044

Todas las objeciones deben incluir: (a) una declaración escrita en la que se identifique el nombre, la dirección, el número de teléfono y la firma del Miembro de la demanda colectiva y, si está representado por un abogado, el nombre, la dirección y el número de teléfono del abogado; (b) una declaración escrita en la que se explique la objeción del Miembro de la demanda colectiva y los motivos de dicha objeción; y (c) cualquier documentación que respalde dicha objeción. Las objeciones no podrán exceder de veinticinco (25) páginas. Si el Miembro de la demanda colectiva desea comparecer en la Audiencia de Imparcialidad, también debe incluir una declaración de intención de comparecer en la Audiencia de Imparcialidad.

¿DÓNDE PUEDO ENCONTRAR EL ACUERDO DE CONCILIACIÓN COMPLETO?

El Acuerdo de Conciliación completo, incluyendo las definiciones de los Miembros de la Demanda colectiva, los términos exactos de la reparación y los términos exactos de cualquier proceso disponible para que los Miembros de la Demanda colectiva soliciten la revisión de una supuesta

violación del Acuerdo de Conciliación, puede encontrarse en www.nwirp.org e immigrationlitigation.org. Además, esta información está disponible en el sitio web del USCIS, www.uscis.gov, y en el sitio web del EOIR, www.usdoj.gov/eoir.

¿QUIÉN ES UN MIEMBRO DE LA DEMANDA COLECTIVA *GARCIA PEREZ*?

Este resumen de la Demanda Colectiva y las subclases tiene por objeto proporcionar las directrices generales sobre quién reúne los requisitos para ser Miembro de la Demanda Colectiva. La Demanda colectiva *Garcia Perez* es una demanda colectiva de ámbito nacional compuesta por una demanda colectiva general y tres subclases. **No existe ningún requisito ni proceso para solicitar ser miembro de la clase o subclases.** Una persona que entre dentro de las categorías enumeradas a continuación no necesita realizar ninguna otra acción para ser reconocida como Miembro de la Demanda Colectiva.

Demanda colectiva *Garcia Perez*

Todas las personas que no son ciudadanos estadounidenses que se encuentren en Estados Unidos y que hayan presentado o vayan a presentar ante USCIS o EOIR una solicitud de asilo completa, y que tendrían derecho a una autorización de empleo bajo 8 C.F.R. § 274a.12(c)(8) de no ser porque su reloj de EAD de asilo se detuvo o no se inició antes de que pasaran 180 días después de la fecha en que presentó su solicitud de asilo completa.

Subclase de remisión

Miembros de la clase cuyos relojes de EAD de asilo se detuvieron o se detendrán tras una decisión de un juez de inmigración y cuyos relojes de EAD de asilo no se han iniciado o no se iniciarán o reiniciarán tras una apelación en la que la Junta de Apelaciones de Inmigración (BIA, por sus siglas en inglés) o un tribunal federal de apelaciones devuelva su caso para una nueva adjudicación de sus solicitudes de asilo y/o retención de expulsión.

Subclase de niños no acompañados

Miembros de la Demanda Colectiva en proceso de expulsión que son Menores No Acompañados (UCs, por sus siglas en inglés) de conformidad con 6 U.S.C. § 279(g) y cuyos Relojes EAD de Asilo no se han iniciado o se detendrán mientras esperan que USCIS decida la Solicitud de Asilo presentada.

Subclase de cambio de sede

Miembros de la Demanda colectiva en proceso de deportación cuyos procedimientos de deportación han sido o serán transferidos a una Corte de Inmigración diferente a través de una moción de cambio de sede, y para quienes EOIR ha detenido o detendrá el Reloj de EAD de Asilo basado únicamente en el cambio de sede.

¿QUÉ BENEFICIOS SE PROPORCIONAN A LOS MIEMBROS DE LA DEMANDA COLECTIVA *GARCIA PÉREZ*?

Este resumen de los beneficios disponibles para los Miembros de la Demanda Colectiva tiene por objeto proporcionar las pautas *generales* de quiénes califican como Miembros de la Demanda Colectiva. Una persona que cree que es Miembro de la Demanda colectiva y a la que se le ha denegado un beneficio de miembro *Garcia Perez* debe revisar primero los términos exactos del Acuerdo de conciliación o buscar asistencia legal para hacerlo.

Beneficios de la demanda colectiva Garcia Perez:

1 EOIR proporcionará orientación por escrito a los Jueces de Inmigración indicándoles que articulen
2 claramente la razón para el aplazamiento del caso en el registro al final de cada audiencia y que
3 puedan informar a las partes si el Reloj de EAD de Asilo está en marcha o detenido. EOIR actualizó
4 el Portal CASE del Sistema de Tribunales y Apelaciones de la EOIR (ECAS, por sus siglas en
5 inglés) para incluir el historial de códigos de aplazamiento de casos específicos relacionados con
6 el Reloj de 180 días del EAD para Asilo como parte de la información disponible para los
7 representantes de los solicitantes. Los solicitantes *pro se* pueden pedir, oralmente o por escrito,
8 una copia impresa del historial de códigos de aplazamiento específicos de su caso en relación con
9 el Reloj EAD de Asilo de 180 días; el personal del Tribunal de Inmigración deberá responder en
10 el momento de una solicitud en persona o dentro de los veinticinco (25) días hábiles siguientes a
11 la recepción de una solicitud no hecha en persona. La EOIR publicará directrices en su sitio web
12 para aclarar los requisitos, expectativas y procedimientos para las personas que impugnen el estado
13 de sus Relojes EAD de Asilo en los procedimientos ante la EOIR. Un solicitante puede presentar
14 una solicitud de corrección de un Reloj de Asilo EAD por escrito u oralmente en un procedimiento
15 ante el Tribunal de Inmigración y recibirá una respuesta en la audiencia del Tribunal de
16 Inmigración o una respuesta por escrito dentro de los 25 días hábiles siguientes a la recepción de
17 la solicitud.

18 USCIS modificará su Herramienta en Línea del Estado de Caso (CSOL, por sus siglas en inglés)
19 para permitir a cualquier persona con una Solicitud de Asilo pendiente determinar, además del
20 estado actual de su caso, si su Reloj de EAD de Asilo Afirmativo está detenido debido a un retraso
21 causado por el solicitante y el número total de días acumulados en el momento de una detención
22 del reloj. USCIS revisará su aviso sobre el Reloj de 180 días de EAD de Asilo para proporcionar
23 una lista completa de los acontecimientos que afectan el reloj en el proceso de asilo afirmativo,
24 para aumentar la notificación a los solicitantes sobre como las acciones que toman o dejan de tomar
25 afectan su Reloj de EAD de Asilo. USCIS proporcionará un mecanismo para que los solicitantes
26 pidan una corrección de su Reloj de EAD de Asilo a través de la herramienta eRequest Self-Service
en el sitio web de USCIS. USCIS también proporcionará un mecanismo para que los solicitantes
llamen al Centro de Contacto de USCIS, que dirigirá la consulta del solicitante a una oficina de
asilo. Por lo general, USCIS responderá a cualquier solicitud de corrección del Reloj de EAD de
Asilo dentro de los 25 días hábiles siguientes a la recepción de una solicitud de corrección del
reloj. USCIS actualizará la guía pública de la agencia para aclarar aún más los requisitos,
expectativas y procedimientos para las personas que disputen la información de su Reloj de EAD
de Asilo.

Plazo para los beneficios:

EOIR proporcionará orientación con respecto a estos beneficios dentro de los noventa (90) días
después de la Fecha Efectiva del Acuerdo de Conciliación.

USCIS proporcionará estas actualizaciones dentro de los 180 días después de la Fecha Efectiva
del Acuerdo de Conciliación.

Beneficios de la Subclase de Remisión:

USCIS ha actualizado el lenguaje en su sitio web y el aviso de reloj para explicar que el tiempo
entre la decisión de asilo de un juez de inmigración y una orden de devolución de la BIA, o entre
una decisión de la BIA y una orden de devolución de un tribunal federal de apelaciones, se
acreditará al Reloj EAD de Asilo de 180 días. USCIS actualizará su mensaje para incluir
instrucciones que un solicitante debe presentar una copia de la orden de devolución aplicable con
su solicitud I-765.

Plazo para los beneficios:

1 El lenguaje actualizado permanecerá en vigor durante el resto del Acuerdo.

2 **Beneficios de la subclase de menores no acompañados:**

3 Las políticas y directrices de USCIS controlarán el Reloj de EAD de Asilo para UCs que han
4 presentado una Solicitud de Asilo. USCIS emitirá directrices afirmando que, con respecto a los
niños no acompañados, cualquier código de aplazamiento asociado con la transferencia de
jurisdicción de EOIR a USCIS no debe detener el reloj de 180 días de EAD de Asilo.

5 **Plazo para los beneficios:**

6 El lenguaje actualizado permanecerá en vigor durante el resto del Acuerdo de Conciliación.

7 **Beneficios de la subclase de cambio de sede:**

8 Un cambio de sede no detendrá el Reloj de 180 días de EAD de Asilo en casos pendientes ante
9 EOIR. Los demandados actualizarán los códigos de aplazamiento para EOIR y USCIS para reflejar
que un cambio de sede no detiene el Reloj de 180 días de EAD de Asilo en los casos pendientes
ante EOIR.

10 **Plazo para los beneficios:**

11 Esta política permanecerá en vigor durante el resto del Acuerdo de Conciliación.

12 **¿CUÁL ES LA FECHA EFECTIVA DEL ACUERDO DE CONCILIACIÓN?**

13 El Acuerdo de Conciliación *Garcia Perez* entra en vigor una vez que el Tribunal de Distrito de
14 EE. UU. apruebe definitivamente el Acuerdo de Conciliación.

15 **¿CUÁNDO FINALIZARÁ EL ACUERDO DE CONCILIACIÓN?**

16 El Acuerdo de Conciliación *Garcia Perez* y todos los derechos adquiridos en virtud del Acuerdo
17 de Conciliación, finalizarán cuatro (4) años después de la plena aplicación de todos los términos
del Acuerdo, o en la Fecha Efectiva del Acuerdo más seis (6) años, lo que ocurra primero.

18 **¿CÓMO PUEDO PRESENTAR UNA RECLAMACIÓN EN VIRTUD DEL ACUERDO
19 DE CONCILIACIÓN?**

20 Una persona que crea que es Miembro de la Demanda Colectiva y a la que se le haya denegado un
21 beneficio de Miembro de la Demanda Colectiva puede tener derecho a presentar una reclamación
22 en virtud del Acuerdo de Conciliación *Garcia Perez*. Si cree que es un Miembro de la Demanda
colectiva y que se le ha denegado un beneficio de Miembro de la Demanda colectiva, debe seguir
23 el Mecanismo de resolución de disputas descrito en el Acuerdo de conciliación. Para obtener más
información sobre el proceso de resolución de disputas, incluyendo el Acuerdo de Conciliación
24 *Garcia Perez* completo, visite los sitios web de los abogados de la Demanda Colectiva,
www.nwirp.org, e immigrationlitigation.org. Además, esta información está disponible en el sitio
web de USCIS, www.uscis.gov, y en el sitio web de EOIR, www.usdoj.gov/eoir.

25 También puede ponerse en contacto con los abogados que representan la Demanda colectiva:
26

NORTHWEST IMMIGRANT RIGHTS PROJECT

615 2nd Avenue, Suite 400

Seattle, WA 98104

(206) 587-4009

(206) 587-4025 (Fax)

NATIONAL IMMIGRATION LITIGATION ALLIANCE

10 Griggs Terrace

Brookline, MA 02446

(617) 819-4649

No se ponga en contacto con el Tribunal de Distrito de EE. UU. para obtener información adicional.

The Honorable John H. Chun
United States District Judge

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

Bianey GARCIA PEREZ, Maria
MARTINEZ CASTRO, J.M.Z., Alexander
MARTINEZ HERNANDEZ, on behalf of
themselves as individuals and on behalf of
others similarly situated,

Plaintiffs,

v.

U.S. CITIZENSHIP AND IMMIGRATION
SERVICES; Ur JADDOU, Director, U.S.
Citizenship and Immigration Services;
EXECUTIVE OFFICE FOR
IMMIGRATION REVIEW; Mary CHENG,
Acting Director, Executive Office for
Immigration Review,

Defendants.

Case No. 2:22-cv-00806-JHC

[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF THE SETTLEMENT
AGREEMENT

WHEREAS, the above-captioned matter is pending before this Court as a certified class action (the “Action”¹);

WHEREAS, the Parties made an application, pursuant to Federal Rule of Civil Procedure 23(e), for an order: (i) preliminarily approving the Settlement Agreement dated July 29, 2024, setting forth the terms and conditions for the settlement of the Action; (ii) approving the form of Class Notice, attached as Exhibit B to the Settlement Agreement; and (iii) scheduling a date for

¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Settlement Agreement attached hereto as Exhibit 1.

1 the Fairness Hearing, pursuant to Federal Rule of Civil Procedure 23(e), for the Court to consider
2 and determine whether to approve the terms of the Settlement Agreement as fair, reasonable, and
3 adequate; and

4 WHEREAS, this Court issued a Preliminary Approval Order, approved the form of Class
5 Notice, and held a Fairness Hearing on XXX, XX, 2024, see Dkt. # XXX; and

6 WHEREAS, this Court has duly considered the arguments in favor of the Settlement
7 Agreement and any objection properly submitted in opposition to the Settlement Agreement;

8 This Court hereby overrules any and all objections filed in opposition to the Settlement
9 Agreement and finds the Settlement Agreement to be fair, reasonable, and adequate, because:

- 10 1. Class Members were adequately represented by class representatives and Plaintiffs’
11 counsel;
- 12 2. The Settlement Agreement was the product of arm’s-length negotiations;
- 13 3. The Settlement Agreement provides Class Members with adequate relief; and
- 14 4. The Settlement Agreement treats Class Members equitably.

15 THEREFORE, the settlement of this Action pursuant to the terms and conditions of the
16 Settlement Agreement is hereby approved pursuant to Federal Rule of Civil Procedure 23(e) and
17 shall be binding on all parties to the Settlement Agreement: the Named Plaintiffs, Class Members,
18 U.S. Citizenship and Immigration Services (“USCIS”), USCIS Director Ur Jaddou, Executive
19 Office for Immigration Review (“EOIR”), and EOIR Acting Director Mary Cheng. The terms,
20 conditions, and releases as set forth in the Settlement Agreement are hereby effectuated.

- 21 1. The Court previously certified the class as follows:

22 All noncitizens in the United States who have filed or will file with USCIS or EOIR
23 a complete Asylum Application and who would be eligible for employment
24 authorization under 8 C.F.R. § 274a.12(c)(8) but for the fact that their Asylum EAD
Clock was stopped or not started prior to 180 days after the date the applicant filed
a complete Asylum Application.

25 In addition, the Court certified the following subclasses:

1 **Remand Subclass.** Class members whose Asylum EAD Clocks were or will be
2 stopped following a decision by an Immigration Judge and whose Asylum EAD
3 Clocks are not or will not be started or restarted following an appeal in which either
the BIA or a federal court of appeals remands their case for further adjudication of
their asylum and/or withholding of removal claims.

4 **Unaccompanied Children Subclass.** Class members in removal proceedings who
5 are unaccompanied children (“UCs”) pursuant to 6 U.S.C. § 279(g) and whose
6 Asylum EAD Clocks are not started or will be stopped while waiting for USCIS to
adjudicate the filed Asylum Application.

7 **Change of Venue Subclass.** Class Members in removal proceedings whose
8 removal proceedings have been or will be transferred to a different Immigration
9 Court through a granted change of venue motion, and for whom EOIR has stopped
or will stop the Asylum EAD Clock based solely on the change of venue.

10 These are the class and subclasses for purposes of the Agreement.

- 11 2. The Agreement is hereby incorporated by reference in this Order, and all terms or phrases
12 used in this Order shall have the same meaning as in the Agreement.
- 13 3. The Agreement provides that Defendants shall pay Plaintiffs the amount of \$163,508.50 in
14 attorneys’ fees and costs. The Court finds that the provisions for payment of attorneys’ fees
15 and costs are reasonable.
- 16 4. The Court shall retain jurisdiction over all disputes between and among the Parties arising
17 out of the Agreement, including but not limited to interpretation and enforcement of the
18 terms of the Agreement, except as provided in the Agreement and pursuant to the terms of
19 the Agreement.

20 IT IS SO ORDERED.

21
22 Dated this ____ day of _____, 2024.

23
24 _____
25 The Honorable John H. Chun
26 UNITED STATES DISTRICT JUDGE

1 Presented this 29th day of July, 2024, by:

3 For the Plaintiffs:

4 /s/ Matt Adams

5 Matt Adams
6 Leila Kang
7 Aaron Korthuis

8 Northwest Immigrant Rights Project
9 615 Second Avenue, Suite 400
10 Seattle, WA 98104
11 (206) 957-8611
12 matt@nwirp.org
13 aaron@nwirp.org

14 /s/ Mary Kenney

15 Mary Kenney
16 Trina Realmuto
17 Kristin Macleod-Ball

18 National Immigration Litigation Alliance
19 10 Griggs Terrace
20 Brookline, MA 02446
21 (617) 819-4447
22 mary@immigrationlitigation.org
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24 kristin@immigrationlitigation.org

For the Defendants:

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