IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

LUIS JAVIER PEREZ-OLANO, CASA LIBRE YOUTH SHELTER, FREDDY GARRIDO-MARTINEZ, MANUEL GOMEZ, YAN JUN LI, LUIS MIGUEL MORALES, MICHAEL YUBAN OBANDO, MAEJEAN ROBINSON, LUCIA UREY, Plaintiffs, - vs - ERIC H. HOLDER, JR., United States Attorney General, JANET NAPOLITANO, Secretary of United States Department of Homeland Security, and OFFICE OF REFUGEE RESETTLEMENT, Defendants.	Case No. CV 05-3604 SETTLEMENT AGREEMENT

PREAMBLE

This Settlement Agreement ("Agreement") is entered into by all Plaintiffs and Defendants in this class action lawsuit (collectively, "the Parties"). Plaintiffs Luis Javier Perez-Olano, Freddy Garrido-Martinez, Manuel Gomez, Yan Jun Li, Luis Miguel Morales, Michael Yuban Obando, Maejean Robinson, and Lucia Urey, are or were juvenile aliens ("juveniles") seeking status and adjustment of status as special immigrant juveniles ("SIJ") under §§ 101(a)(27)(J) and 245 of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101(a)(27)(J) and 1255. Defendants are the Attorney General of the United States, the Secretary of Homeland Security, both of whom are being sued in their respective official capacities, and the Office of Refugee Resettlement ("ORR"), an agency in the United States Department of Health and Human Services ("HHS").

WHEREAS Plaintiffs filed this lawsuit challenging, *inter alia*, several of Defendants' policies, practices, and regulations regarding SIJ status and SIJ-based adjustment of status pursuant to 8 U.S.C. §§ 1101(a)(27)(J) and 1255; and

WHEREAS the District Court certified this case as a class action on behalf of (i) juveniles whose requests for specific consent to state court jurisdiction Defendant Department of Homeland Security ("DHS") denied or failed to decide prior to the juveniles' attaining 18 years of age ("Specific Consent Subclass"); and (ii) juveniles whose petitions for SIJ status Defendant DHS denied or revoked pursuant to 8 C.F.R. §§ 204.11(c)(1) or (5), or 205.1(a)(3)(iv)(A), (C), or (D) ("Age-Out Subclass"); but declined to certify a class on behalf of (iii) juveniles undergoing removal proceedings whose applications for SIJ-based adjustment of status Defendant DHS refused to adjudicate pursuant to 8 C.F.R. §§ 245.2(a)(1) and 1245.2(a)(1)(i), and 8 C.F.R. § 1003.2(c)(2) or 1003.23(b)(1) ("Removal Proceedings Subclass"); and

WHEREAS the District Court enjoined Defendants from requiring that juveniles in actual or constructive custody to obtain Defendants' specific consent prior to invoking the jurisdiction of state juvenile courts except where such courts determine or alter custody status or placement; and

WHEREAS the District Court upheld the facial validity of 8 C.F.R. §§ 204.11(c)(1), (5), and 205.1(a)(3)(iv)(A), (C), or (D), but reserved for trial whether Defendants unreasonably delayed the adjudication of SIJ applications subject to those regulations; and

WHEREAS the District Court sustained the facial validity of 8 C.F.R. §§ 245.2(a)(1), 1245.2(a)(1)(i), 1003.2(c)(2), and 1003.23(b)(1), but reserved for trial whether Defendants abused their discretion in applying those regulations to juveniles seeking SIJ status including plaintiff Freddy Garrido Martinez; and

WHEREAS the Parties have filed an appeal and cross-appeal with the United States Court of Appeals for the Ninth Circuit ("Ninth Circuit"), and such appeals remain pending and their outcome uncertain; and

WHEREAS a trial in this case would be complex, lengthy and costly to all parties concerned, and the decision of the District Court may be subject to appeal by the losing Party with the final outcome uncertain; and

WHEREAS Congress has enacted the Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 ("TVPRA 2008"), Pub. L. 110-457, 122 Stat. 5044 (2008), on December 23, 2008, and § 235(d) of the TVPRA 2008 amended the eligibility requirements for SIJ status at 8 U.S.C. § 1101(a)(27)(J) and amended the eligibility requirements for adjustment of status at 8 U.S.C. § 1255(h); and

WHEREAS § 235(d) of the TVPRA 2008 (1) transferred the authority over specific consent from DHS to HHS; and (2) extended the eligibility for SIJ status to all aliens who were under 21 years of age at the time they filed a completed application with USCIS; and

WHEREAS HHS, as of March 23, 2009, has assumed full authority over the specific consent determinations for the purposes of SIJ status under 8 U.S.C. § 1101(a)(27)(J), has issued public guidance clarifying that "specific consent" is only required if an SIJ petitioner seeks a juvenile court order determining or altering his or her custody status or placement, and has established a process for requesting specific consent and reconsideration of denials of specific consent; and

WHEREAS the Parties have conducted discussions and arm's length negotiations with respect to a compromise and settlement of this case, with a view to settling the issues in dispute and achieving the most effective relief possible consistent with the interests of the Parties; and

WHEREAS the Parties have (1) concluded that the terms and conditions of this Settlement are fair, reasonable, and in the best interests of the Named Plaintiffs and all Class Members; and (2) agreed to the dismissal of the Action with prejudice, and to seek dissolution of the Court's permanent injunction Order of January 8, 2008, *Perez-Olano v. Gonzalez*, 248 F.R.D. 248 (C.D. Cal. 2008), after considering the substantial benefits that the Parties will receive from settlement of the Action; and

NOW, THEREFORE, in full settlement of this action and in consideration of the promises and undertakings set forth herein and other consideration, the sufficiency of which is hereby acknowledged, it is hereby AGREED, by and among the parties to this Settlement,

through their respective attorneys, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties hereto from the Settlement, that the claims as against the parties shall be compromised, settled, forever released, barred and dismissed with prejudice, upon and subject to the following terms and conditions:

I. DEFINITIONS

As used throughout this Settlement the following definitions shall apply:

1. "Adjustment of status" refers to adjustment of status of SIJs pursuant to INA § 245(h), 8 U.S.C. § 1255(h), as amended by the TVPRA 2008.

2. "Alien" has the same meaning as that term is defined at INA § 101(a)(3), 8 U.S.C. § 1101(a)(3).

3. "Class member" or "class members" applies to all aliens, including, but not limited to, SIJ applicants, who, on or after May 13, 2005, apply or applied for SIJ status or SIJ-based adjustment of status based upon their alleged SIJ eligibility.

4. "Defendants" are Eric H. Holder, Jr., United States Attorney General; Janet Napolitano, Secretary of Homeland Security; and ORR, and their agents, employees, contractors and successors in office.

5. "Dependency order" means an order issued by a State juvenile court located within the United States, declaring a juvenile to be dependent on that juvenile court or legally committing to, or placing the juvenile under the custody of, an agency or department of a State, or an individual or entity appointed by a State or juvenile court located in the United States.

6. "Effective date" is the date upon which the Agreement enters into effect, in accordance with paragraph 36.

7. "Specific consent" refers to HHS's consent to permit a juvenile in HHS custody to invoke a State court's jurisdiction to determine or alter the custody status or placement of the juvenile. If a juvenile in HHS custody wishes to have a state court, not HHS, decide to move

him or her out of HHS custody and into a state-funded foster care home or other placement, the juvenile must first receive "specific consent" from HHS to go before the state court. However, if the juvenile wishes to go to state court only to be declared dependent in order to make an application for SIJ status (i.e., receive an "SIJ-predicate order"), the child does not need HHS' consent.

8. "Juvenile" (including "juveniles") means any alien who is eligible to apply for a dependency order or SIJ predicate order in a State court as determined by the law of the State in which the alien is domiciled.

9. "Party" or "Parties" applies to Defendants and Plaintiffs.

10. "Plaintiff" or "Plaintiffs" applies to the named Plaintiffs and all class members as defined herein.

11. "SIJ applicant" means any juvenile who applies for SIJ status under INA § 101(a)(27)(J), 8 U.S.C. § 1101(a)(27)(J), or SIJ-based adjustment of status.

12. "SIJ predicate orders" means orders issued by a State court, or in the case of administrative proceedings, an administrative agency, (i) declaring a juvenile dependent on a juvenile court located in the United States or legally committing a juvenile to, or placing a juvenile under the custody of, an agency or department of a State, or an individual or entity appointed by a State or juvenile court located in the United States; and (ii) finding that the juvenile's reunification with one or both of the juvenile's parents is not viable due to abuse, neglect, abandonment, or a similar basis found under State law; and (iii) determining in administrative or judicial proceedings that it would not be in the juvenile's best interest to be returned to the juvenile's or the juvenile's parent's previous country of nationality or country of last habitual residence.

II. TERMS OF SETTLEMENT

13. This Agreement sets out nationwide policy governing the SIJ application process, including access to State juvenile courts, and shall supersede all practices, policies, procedures,

and Federal regulations to the extent they are inconsistent with this Agreement. Except as provided herein, this Agreement shall supersede the nationwide permanent injunction issued by the United States District Court for the Central District of California in this case on January 8, 2008, once the Court approves this Agreement and this Agreement becomes effective in accordance with all of the terms of paragraph 36.

14. USCIS shall not revoke or rescind an approved SIJ classification or SIJ-based adjustment of status issued pursuant to the injunction of January 8, 2008. This paragraph does not limit Defendants' ability to revoke or rescind SIJ classification or SIJ-based adjustment of status for reasons unrelated to the terms of the injunction of January 8, 2008.

15. For juveniles in HHS custody, obtaining SIJ status and SIJ-based adjustment of status may involve three components:

(a) The juvenile must obtain HHS's specific consent, but only if the juvenile seeks a juvenile court order determining or altering the juvenile's custody status or placement;

(b) The juvenile must obtain an SIJ predicate order.

(c) Lastly, the juvenile must apply for SIJ status and SIJ-based adjustment of status by filing a Form I-360 and Form I-485, with appropriate filing fees or a request for a fee waiver in accordance with the Immigration and Nationality Act, 8 U.S.C. §§ 1101, *et seq.*, applicable regulations, and the instructions on the forms.

16. For juveniles not in HHS custody, obtaining SIJ status and SIJ-based adjustment of status shall involve a two-step process.

(a) First, the juvenile must obtain an SIJ predicate order.

(b) Second, the juvenile must apply for SIJ status and SIJ-based adjustment of status.

17. Defendants shall not require SIJ applicants to obtain specific consent from HHS or any other federal agency or officer before an SIJ applicant may invoke the jurisdiction of a State juvenile court. However, if the SIJ applicant seeks a change in custody status or placement, the SIJ applicant must obtain specific consent from HHS, through the Director of ORR ("the

Director") before a State juvenile court may determine or alter the juvenile's custody status or placement. Nothing herein shall preclude a state court from issuing SIJ predicate orders prior to HHS's granting specific consent to the State court's exercising jurisdiction to change custody status or placement.

18. Within two business days following receipt of a request for specific consent, HHS will acknowledge receipt of the request via e-mail, facsimile, or telephone to the juvenile and/or his or her representative.

19. In determining whether to grant specific consent, the Director shall comply with the TVPRA 2008 section 235(c)(2), Pub. L. 110-457.

20. The Director shall make efforts to adjudicate requests for specific consent within 30 days of receipt. The Director will also make particular efforts to adjudicate requests marked "URGENT" when an applicant indicates there are special circumstances requiring expedited processing. If the Director denies the request, he or she will transmit to the juvenile and, if the juvenile is represented, to his or her legal representative the decision in writing, together with the evidence it relied on in reaching its decision.

21. A juvenile denied specific consent may appeal by filing a petition for administrative review with the Assistant Secretary for Children and Families, postmarked no later than 30 days after receipt of the Director's denial. An applicant may supplement the administrative record with additional evidence.

22. The Assistant Secretary for Children and Families will consider the administrative record, including all evidence provided by the juvenile or the juvenile's legal representative. Within fifteen business days from the date of receiving the request, the Assistant Secretary will send his or her decision on the petition to the juvenile and, if the juvenile is represented, to the juvenile's legal representative. This decision would be a final administrative decision.

23. Defendant USCIS shall not deny a class member's application for SIJ classification or SIJ-based adjustment of status on account of age or dependency status, if, at the time the class

member files or filed a complete application for SIJ classification, he or she was under 21 years of age or was the subject of a valid dependency order that was subsequently terminated based on age. Defendant USCIS shall not deny a class member's application for SIJ classification or SIJ-based adjustment of status on account of ineligibility for long-term foster care as this is no longer a statutory requirement.

24. Defendant USCIS shall not revoke a class member's SIJ classification on account of age or dependency status, if, at the time the class member files or filed a complete application for such status, he or she was under 21 years of age or was the subject of a valid dependency order that was subsequently terminated based on age. Defendant USCIS shall not revoke a class member's application for SIJ classification or SIJ-based adjustment of status on account of ineligibility for long-term foster care as this is no longer a statutory requirement.

25. Nothing in this Agreement shall be construed to waive any obligation or authority USCIS and HHS may have under the APA to promulgate valid and effective regulations at a date following the effective date of this Agreement (see paragraph 36).

26. Juveniles who file applications for SIJ classification and SIJ-based adjustment of status may file along with their applications for adjustment of status Form I-765 (Application for Employment Authorization), with a fee or fee waiver request.

27. Defendant USCIS shall, upon request and without fee, readjudicate the SIJ applications and, where applicable, SIJ-based adjustment of status applications of Lucia Urey, A 95469152, Maejean Robinson, A 95945493, and Freddy Garrido-Martinez, A 77609544, in accordance with the standards set out in this Agreement and the TVPRA 2008 and shall not deny their applications for SIJ status or SIJ-based adjustment of status on account of their current ages.

28. Upon request, defendant USCIS shall re-adjudicate applications for SIJ status and/or SIJ-based adjustment of status of individuals whose applications for such benefits were denied or revoked on or after May 13, 2005, for reasons inconsistent with this Agreement or § 235(d)(6) of

the TVPRA 2008. Class members who believe they are eligible for readjudication under this paragraph should file a Motion to Reopen with USCIS on Form I-290B, Notice of Appeal or Motion, with the appropriate fee or fee waiver request in accordance with the filing instructions in the attachment to this Agreement. Readjudication will be with respect to age eligibility, as addressed in paragraphs 23 and 24, and with respect to specific consent, as addressed in paragraphs 15 through 23. Defendant USCIS shall, within 90 days of the effective date of this Agreement, post a copy of the notice regarding this paragraph on Defendant USCIS's website and email a copy of the same notice to the USCIS list of non-governmental and community-based organizations.

29. Defendant ICE shall join motions to reopen removal proceedings filed by juveniles granted SIJ status when the following criteria are met: the juvenile (i) requests such joinder within 60 days of being notified by USCIS that it has granted him or her SIJ status; and (ii) is not inadmissible under INA § 212, 8 U.S.C. § 1182, or removable under INA § 237, 8 U.S.C. § 1227, on grounds that disqualify him or her from adjustment of status, or, if inadmissible, such grounds of inadmissibility have been waived or are waivable. Such joinder shall be without prejudice to ICE's right to contest any claim advanced by the alien regarding eligibility for adjustment of status. USCIS notification via U.S. mail shall establish a rebuttable presumption that the juvenile has been informed of a grant of SIJ status, which may be rebutted by the juvenile or his or her representative with evidence showing that (i) he or she failed to receive such notice or (ii) the failure to request such joinder was through no fault of the juvenile.

30. ICE shall join a motion to reopen removal proceedings against Plaintiff Freddy Garrido-Martinez. ICE's joinder shall be without prejudice to ICE's right to contest any claim advanced by Plaintiff Freddy Garrido-Martinez or his eligibility for SIJ-based adjustment of status.

31. In the event that immigration judges terminate the removal proceedings for Plaintiff Freddy Garrido-Martinez, USCIS shall, upon request and without fee, adjudicate his I-485

adjustment of status application.

VII. STATISTICS AND PUBLIC LIAISONS

32. Defendant, USCIS will compile, and make available to the public via the Internet, annual reports disclosing the number of Form I-360s, Petitions for Amerasian, Widow(er) or Special Immigrant, seeking SIJ status received, approved, and denied during the year, and the number pending at the end of the year. USCIS shall also provide notice to Plaintiffs' counsel that the reports have been disseminated to the public as provided above.

33. Within 30 days of the effective date of this Agreement, Defendants shall designate points of contact ("POC") within USCIS, ICE, and HHS to respond to inquiries from juveniles and their counsel regarding compliance with this Agreement. Defendants shall instruct such POCs to provide complainants with contact information for existing offices, e.g., Office of Civil Rights and Civil Liberties, with authority over noncompliance with this Agreement or violations of SIJ practices, policies, or procedures. Defendants shall also provide notice to Plaintiffs' counsel that the POCs have been appointed as provided above.

VIII. DISPOSITION OF CLASS ACTION, DISSOLUTION OF INJUNCTION, AND SUNSET CLAUSE

34. Upon the District Court's approval of this Agreement, the Parties will, within ten calendar days jointly move to dismiss this action, with prejudice, and dissolve the nationwide permanent injunction entered by the District Court; and (ii) withdraw their respective appeals from the District Court's January 8, 2008 order that are before the Ninth Circuit.

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

36. The Effective Date of this Agreement shall be the date when the last of the following three conditions has been satisfied:

(a) approval by the Court of this Agreement;

(b) entry by the Court of an order dissolving the nationwide permanent injunction entered by the District Court on January 8, 2008, and dismissing this action with prejudice; and

(c) withdrawal of both Parties' appeals that are pending before the Ninth Circuit.

37. On the Effective Date, the Named Plaintiffs, the Class, and the Class Members, on behalf of themselves, their heirs, executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates, and partners, and any persons they represent ("Releasing Parties"), shall be deemed to have, and by operation of the Final Judgment shall to the extent provided herein, fully, finally, and forever release, relinquish, and discharge the Released Parties of and from any and all the Settled Claims, and the Releasing Parties shall forever be barred and enjoined from bringing or prosecuting any of the Settled Claims against any of the Releasing Parties.

38. This Agreement, whether or not executed, and any proceedings taken pursuant to it:

a. Shall not be offered or received against any party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the parties of the truth in any fact or the validity of any claim that had been or could have been asserted in the action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the action, or any liability, negligence, fault, or wrongdoing of the Defendants; or any admission by the Defendants of any violations of, or failure to comply with, the Constitution, laws or regulations; and

b. Shall not be offered or received against the Defendants as evidence of a presumption, concession, or admission of any liability, negligence, fault, wrongdoing, or in any way referred to for any other reason as against the parties to this Agreement, in any other civil, criminal, or administrative action or proceeding, other than in proceedings to enforce this Agreement; provided, however, that if this Agreement is approved by the Court, Defendants may refer

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

39. The Agreement shall be deemed null and void if the Court does not approve the Agreement.

40. This Agreement shall be superseded by subsequent statutory amendments regarding specific consent, or age requirements for SIJ status or SIJ-based adjustment of status.

41. This Settlement Agreement and all of its terms shall end six years following the effective date of this Agreement ("Termination Date").

IX. NOTICE AND DISPUTE RESOLUTION

42. All written communications required by this Agreement shall be transmitted by U.S. mail and electronic mail ("e-mail") to the undersigned counsel for Defendants and Plaintiffs at the addresses listed below. All counsel shall be informed promptly in the event that any substitution is to be made in counsel or representatives designated to receive notification under this Agreement, and the name and contact information for substitute counsel or designated representative shall be promptly provided.

43. In the event of alleged noncompliance with this Agreement, on an individual or class-wide basis, Defendants and the complaining class member(s) shall exchange written correspondence addressing the alleged noncompliance ("Notice of Noncompliance"). The responding party shall send a written response within a reasonable period of time (not to exceed seven days). Within thirty days of receipt of Notice of Noncompliance, counsel for the Parties shall meet and confer in a good faith effort to resolve their dispute informally. In the event that the dispute cannot be resolved, the Parties shall request the appointment of a Circuit Mediator for the Ninth Circuit to mediate the dispute. If the Ninth Circuit Mediator is not available to mediate the dispute, the Parties shall request that Magistrate Judge Zarefsky; or a Magistrate Judge from the United States Court for the Central District of California, who is designated by Judge Dean D. Pregerson; or, if Judge Dean D. Pregerson declines to designate a Magistrate Judge, the Parties shall request that a Magistrate Judge from the United States District Court for the Central

District of California, who is mutually agreeable to the Parties, be appointed to mediate the dispute. If the dispute cannot be resolved through mediation, the complaining class member(s) may move to enforce the Agreement on a class-wide basis in the Central District of California, or on an individual basis before the Central District of California. Once a juvenile initiates this alternate dispute resolution ("ADR") process, the removal action shall be stayed and he or she shall not be removed from the United States unless and until the matter has been resolved in favor of Defendants. The parties further agree to expedite the ADR process, *i.e.*, complete ADR within 21 days absent unforeseeable circumstances or emergency situations. Nevertheless, the parties shall promptly exhaust the administrative procedures provided herein before any defendant or class member(s) may seek judicial review by the Central District of California.

The Notice of Noncompliance shall be served on Plaintiffs addressed to:

Center for Human Rights & Constitutional Law
Peter A. Schey
Carlos Holguín
256 South Occidental Boulevard
Los Angeles, CA 90057
pschey@centerforhumanrights.org
crholguin@centerforhumanrights.org

And Defendants addressed to:

Melissa Leibman
David Kline
Joshua E. Braunstein
Office of Immigration Litigation
Civil Division
U.S. Department of Justice
P.O. Box 868, Ben Franklin Station
Washington, DC 20044
Melissa.Leibman@usdoj.gov
Joshua.Braunstein@usdoj.gov
David.Kline@usdoj.gov

X. NOTICE TO CLASS MEMBERS

44. The Parties acknowledge that Rule 23(e) of the Federal Rules of Civil Procedure requires that the Court direct notice to the Specific Consent Subclass and Age-Out Subclass and that it approve this Agreement before the claims of the certified subclasses may be dismissed

with prejudice pursuant to this Agreement.

45. Within 30 days after the parties sign this Agreement, the Parties will jointly move the Court to approve and direct notice to the subclasses, schedule a fairness hearing, and approve the Agreement.

46. Within 45 days of the Court approval and direction of Notice, Defendants shall inform the public about the existence of this Agreement via the Defendants' websites. The parties shall pursue such other public dissemination of information regarding this Agreement as they may independently deem appropriate.

47. Within 30 days of the Effective date of this Agreement, Defendants shall distribute to ORR facilities receiving federal funds to provide shelter and services to juveniles detained by reason of their immigration status, all USCIS field offices and suboffices, and all ICE field office directors and special agents in charge, copies of this Settlement Agreement. If Defendants forward to their offices, employees, or agents any memorandum or instructions to implement this agreement, they will within two business days forward copies to Plaintiffs' counsel.

48. Within 30 days of the Effective date of this Agreement, Defendants shall provide at any facility funded by DHS or HHS for the purpose of providing care for juveniles (i) a list of free legal services available and (ii) notice that abused, abandoned, or neglected juveniles may apply for SIJ status, including the information set forth in Exhibit A attached.

XI. ATTORNEYS' FEES AND COSTS

49. Plaintiffs may attempt to negotiate, request, seek, or solicit attorney's fees and/or litigation costs in this action pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412, or any other provision independent of this Agreement upon execution of the same. Any application for fees and/or costs shall be filed no later than 30 days after the District Court approves this settlement agreement. Notwithstanding Plaintiffs' efforts to procure EAJA fees and/or costs, Defendants do not relinquish or waive any right or opportunity to challenge, oppose, or defend, in whole or in part, against Plaintiffs' efforts to obtain such fees and/or costs.

XII. ADMISSION OF LIABILITY

50. This Agreement does not constitute and shall not be construed or viewed as an admission of any wrongdoing or liability by any Party.

XIII. MODIFICATION OF AGREEMENT

51. This Agreement constitutes the entire agreement among the Parties as to all claims raised by Plaintiffs in this action, and supersedes all prior agreements, representations, warranties, statements, promises, covenants, and understandings, whether oral or written, express or implied, with respect to the subject matter thereof.

52. This Agreement is an integrated agreement at the time of authorization and modification and may not be altered, amended, or modified except in writing executed by Plaintiffs and Defendants.

53. If, prior to the Termination Date, Defendants USCIS and HHS issue regulations implementing the TVPRA 2008, the Parties agree to meet and confer about the possibility of terminating this Agreement prior to the Termination Date. However, the termination clause remains in full force and effect unless the parties reach a written agreement that provides for early termination this Agreement.

XIV. MUTUAL EXCLUSIVITY OF PROVISIONS

54. If any provision of this Agreement is declared invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in full force and effect, unaffected and unimpaired.

XV. MULTIPLE COUNTERPARTS

55. This Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile transmission.

XVI. TITLES AND HEADINGS

56. Titles and headings to Articles and Sections herein are inserted for convenience and reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

XVII.REPRESENTATIONS AND WARRANTY

57. Counsel for the Parties, on behalf of themselves and their clients, represent that they know of nothing in this Agreement that exceeds the legal authority of the Parties or is in violation of any law. Defendants' counsel represent and warrant that they are fully authorized and empowered to enter into this Settlement on behalf of the Secretary of Homeland Security, the Secretary of the Department of Health and Human Services, the Attorney General, and the United States Department of Justice, and acknowledge that Plaintiffs enter into this Agreement in reliance on such representation. Plaintiffs' counsel represent and warrant that they are fully authorized and empowered to enter into this Agreement on behalf of Plaintiffs, and acknowledge that Defendants enter into this Agreement in reliance on such representation. The undersigned, by their signatures on behalf of Plaintiffs and Defendants, warrant that upon execution of this Agreement in their representative capacities, their principals, agents, assignees, employees, successors, and those working for or on behalf of Defendants and Plaintiffs shall be fully and unequivocally bound hereunder to the full extent authorized by law.

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Date: 3-3-10

By: _____ By: _____

Peter A. Schey

Carlos R. Holguín

Center for Human Rights & Constitutional Law
256 South Occidental Boulevard
Los Angeles, CA 90057
(213) 388-8693

Counsel for Plaintiffs

Date: 5/4/10

By: _____

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