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11 Attorney for Defendants

12 UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 13 SAN FRANCISCO

14 Shia Association of Bay Area, Inc .et al,

No. 11-01369 SC

15 Plaintiffs,

**JOINT STIPULATION  
 REGARDING DISMISSAL OF  
 COMPLAINT AND SETTLEMENT  
 OF ATTORNEYS' FEES AND  
 COSTS UNDER THE EQUAL  
 ACCESS TO JUSTICE ACT**

16 v.

17 United States of America, et al,

**Date: N/A  
 Time: N/A**

18 Defendants.  
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21  
 22  
 23 JOINT STIPULATION REGARDING DISMISSAL OF COMPLAINT AND SETTLEMENT OF ATTORNEYS' FEES AND COSTS UNDER THE EQUAL ACCESS TO JUSTICE ACT

1                   **JOINT STIPULATION REGARDING DISMISSAL OF COMPLAINT AND**  
2                   **SETTLEMENT OF ATTORNEYS’ FEES AND COSTS UNDER THE EQUAL ACCESS**  
3                   **TO JUSTICE ACT**

4                   The Parties to this action, Plaintiffs: Shia Association of Bay Area, Inc., Nabi Raza MIR,  
5                   Syeda Gulshan ZAHERA, A.R.M1., A.R.M2., A.R.M3., A.R.M4., and A.R.M5; and Defendants:  
6                   United States of America, Janet NAPOLITANO, Secretary, Department of Homeland Security;  
7                   Alejandro MAYORKAS, Director of United States Citizenship and Immigration Services  
8                   (“USCIS”); Rosemary Langley MELVILLE, Director of the USCIS California Service Center;  
9                   Eric HOLDER, Attorney General, Department of Justice; Carol KELLER, Field Office Director,  
10                  San Jose, California, United States Citizenship and Immigration Services; Hillary CLINTON,  
11                  Secretary of State; Perry, RHEW, Director of the USCIS Administrative Appeals Office; David  
12                  V. AGUILAR, Deputy Commissioner, U.S. Customs and Border Protection, hereby stipulate as  
13                  follows:

- 14                  1. The Court shall dismiss with prejudice all of Plaintiffs’ claims, including their Motion  
15                  under the Equal Access to Justice Act (“EAJA”), 28 U.S.C. § 2412(d), except that the  
16                  Court shall retain jurisdiction to enforce the terms of the attached Settlement Agreement  
17                  (Exhibit A), which the parties have entered into to resolve, *inter alia*, the issues remaining  
18                  in this case.
- 19                  2. Prior to filing any action to enforce the terms of this Agreement, however, the parties agree  
20                  to negotiate in good faith for a period of fourteen (14) days to resolve any dispute they may  
21                  have over whether the terms of the Agreement have been complied with and may extend  
22                  that fourteen (14) day period by agreement of the parties in order to obtain resolution of the  
23                  dispute. The fourteen (14) day period does not commence until either party notifies the

JOINT STIPULATION REGARDING DISMISSAL OF COMPLAINT AND SETTLEMENT OF ATTORNEYS’  
FEES AND COSTS UNDER THE EQUAL ACCESS TO JUSTICE ACT

1 other through written communication by and to counsel for the parties via email or  
2 facsimile. Any motion for attorneys' fees and costs to enforce the terms of this Agreement  
3 shall be subject to a new motion for such fees and costs and subject to the terms and  
4 standards set forth under the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412(d).  
5 The parties agree that the failure to comply with the deadlines in the settlement agreement  
6 due to "unforeseeable circumstances" does not constitute a violation of the settlement  
7 agreement. "Unforeseeable circumstances" include, but are not limited to, war, invasion,  
8 hostilities, virulent contagious disease outbreaks requiring quarantine, natural disasters,  
9 local fires, or other similar events that affect the ability of either party to comply with the  
10 settlement agreement deadlines.

11 Dated: December 20, 2012

Respectfully submitted,

12 /s/ \_\_\_\_\_  
13 Marc Van Der Hout  
14 Stacey Gartland  
15 Van Der Hout, Brigagliano & Nightingale, LLP  
Attorneys for Plaintiffs

16 Dated: December 20, 2012

17 /s/ \_\_\_\_\_  
18 Melissa Leibman  
19 Trial Attorney  
United States Department of Justice  
Civil Division  
Office of Immigration Litigation  
District Court Section  
Attorney for Defendants

20 Pursuant to stipulation, IT IS SO ORDERED.

21 Date: January 7, 2013

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23 \_\_\_\_\_  
Hon. Samuel Conti  
United States District Judge

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