

DAVIS WRIGHT TREMAINE LLP

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22 Attorneys for Defendants

23 IN THE UNITED STATES DISTRICT COURT  
 24 THE NORTHERN DISTRICT OF CALIFORNIA  
 25 SAN FRANCISCO DIVISION

26	JEFFREY MARTINS,	)	Case No. C 13-00591 LB
27		)	
28	Plaintiff,	)	SETTLEMENT AGREEMENT
29		)	REGARDING ATTORNEYS' FEES
30	v.	)	
31		)	
32	UNITED STATES CITIZENSHIP AND	)	Action Filed: February 11, 2013
33	IMMIGRATION SERVICES, an agency of the	)	
34	United States Department of Homeland Security;	)	
35	UNITED STATES DEPARTMENT OF	)	
36	HOMELAND SECURITY; ALEJANDRO	)	
37	MAYORKAS, in his official capacity as Director	)	
38	of United States Citizenship and Immigration	)	
39	Services; JANET NAPOLITANO, in her official	)	
40	capacity as Secretary of the Department of	)	
41	Homeland Security,	)	
42		)	
43	Defendants.	)	
44		)	

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**Additional Counsel for Plaintiff**

ROBIN L. GOLDFADEN (SBN 208055)  
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1 In consideration of the terms set forth in this Settlement Agreement Regarding Attorneys'  
2 Fees and the covenants and conditions contained herein (the "Agreement"), Plaintiff Jeffrey  
3 Martins ("Plaintiff") and Defendants United States Citizenship and Immigration Services  
4 (USCIS), United States Department of Homeland Security (DHS), Alejandro Mayorkas, in his  
5 official capacity as Director of USCIS, and Rand Beers (substituted for Janet Napolitano), in his  
6 official capacity as Secretary of the DHS, (collectively, "Defendants"), by and through their  
7 undersigned counsel, hereby agree as follows:  
8

9 WHEREAS, on November 18, 2013, Plaintiff and Defendants (collectively, the "Parties")  
10 entered into a Settlement Agreement resolving their dispute in its entirety except for the amount of  
11 attorneys' fees, if any, Defendants would pay to Plaintiff;

12 WHEREAS, after good-faith negotiations, the Parties have agreed to resolve the issue of  
13 attorneys' fees subject to the conditions set forth in this Agreement.

14 IT IS HEREBY AGREED AS FOLLOWS:

15 Defendant will pay to Plaintiff's attorneys, the sum of \$250,000 (two hundred fifty thousand  
16 dollars) in full settlement of Plaintiff's claim for attorneys' fees. Payment shall be made as soon  
17 as practicable after Defendants provide to the Court and Plaintiff's counsel (as contemplated by  
18 Paragraph 1 of the Settlement Agreement filed in this action on November 18, 2013) written  
19 confirmation demonstrating their compliance with the terms of the Settlement Agreement and  
20 upon the Court's dismissal of the Complaint with prejudice (as contemplated by Paragraph 2 of  
21 the November 18, 2013, Settlement Agreement).  
22  
23

24 1. Although funds shall not become payable until after the complaint is dismissed  
25 with prejudice, to prevent delay of payment Defendant shall initiate processing a request for  
26 payment of the funds immediately upon execution of this Agreement so that funds are available  
27 when due. Payment of the sum shall be made by transmitting an Electronic Funds Transfer  
28 ("EFT") or by a check payable to: Davis Wright Tremaine LLP at the address set forth below:

DAVIS WRIGHT TREMAINE LLP

Davis Wright Tremaine LLP  
505 Montgomery Street, Suite 800  
San Francisco, California 94111-6533

This payment shall constitute the full and final satisfaction of any and all of Plaintiff's claims for attorney's fees, costs, and litigation expenses that could have been brought in the above-captioned matter, and is inclusive of any interest, provided however that Plaintiff shall not be precluded from seeking attorneys' fees, costs or other litigation expenses in the event of Defendants' material noncompliance with the November 18, 2013 Settlement Agreement.

MELINDA HAAG  
United States Attorney

Dated this 20th day of December, 2013.

By: /s/ Abraham A. Simmon  
ABRAHAM A. SIMMONS  
Assistant United States Attorney  
Office of the United States Attorney  
for the Northern District of California  
*For Defendants*

Dated this 20th day of December, 2013.

/s/ Thomas R. Burke  
Thomas R. Burke  
Davis Wright Tremaine LLP  
  
Robin Goldfaden  
Lawyers' Committee for Civil Rights of the  
San Francisco Bay Area  
*For Plaintiff*

**ATTESTATION PURSUANT TO GENERAL ORDER 45**

I, Thomas R. Burke, hereby attest that concurrences in the filing of this document have been obtained from each of the signatories.

/s/ Thomas R. Burke  
Thomas R. Burke

IT IS SO ORDERED:

Dated this 20th day of Dec. , 2013.

  
\_\_\_\_\_  
Honorable Laurel Beeler  
United States Magistrate Judge