

The Honorable James L. Robart  
United States District Judge

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NORTHWEST IMMIGRANT RIGHTS  
PROJECT, *et al.*,  
  
Plaintiffs,  
  
v.  
  
UNITED STATES CITIZENSHIP AND  
IMMIGRATION SERVICES, *et al.*,  
  
Defendants.

Case No. 2:15-cv-00813-JLR

**JOINT STIPULATION OF  
SETTLEMENT RE: ATTORNEYS' FEES  
AND COSTS**

The parties, through their undersigned counsel, stipulate and agree as follows:

This settlement agreement (hereinafter "Agreement") is entered between Plaintiffs and Defendants (collectively, "the parties"), with reference to the facts and terms recited herein.

WHEREAS Plaintiffs commenced litigation styled as *Northwest Immigrant Rights Project, et al. v. U.S. Citizenship & Immigration Services, et al.*, No. 2:15-cv-00813-JLR (W.D. Wash.) on May 22, 2015 ("Litigation");

WHEREAS, on July 18, 2017, the district court granted Plaintiffs' motion for class certification in the Litigation;

1 WHEREAS, on July 26, 2018, the district court granted Plaintiffs’ motion for summary  
2 judgment in the Litigation;

3 WHEREAS Plaintiffs contend they are entitled to attorney’s fees and costs under the  
4 Equal Access to Judgment Act (“EAJA”) in connection with the Litigation;

5 WHEREAS in recognition that the parties and the interests of justice are best served by  
6 settling the disputes between them, the parties, through their counsel, have engaged in settlement  
7 negotiations and have agreed to settle their dispute, subject to the Court’s approval, without the  
8 need for further litigation;

9 NOW, THEREFORE, in consideration of the mutual agreements and promises entered  
10 into between the parties and intending to be legally bound, the parties agree as follows:  
11

12 TERMS OF AGREEMENT

13  
14 1. Effective Date of the Agreement. This Agreement will become effective upon  
15 execution of the Agreement by all parties or their authorized representatives and the Court’s  
16 approval of the settlement agreement (the “Effective Date”).  
17

18 2. Attorney’s Fees and Costs. U.S. Citizenship and Immigration Services  
19 (“USCIS”) agrees to pay to Northwest Immigrant Rights Project, to be allocated among the  
20 participating lawyer’s pursuant to counsels’ agreement, the sum of five-hundred thousand  
21 (\$500,000.00) dollars in attorney’s fees and costs under the Equal Access to Judgment Act  
22 (“EAJA”) (“Settlement Amount”) consisting of a payment in the amount of \$499,900.00 in  
23 attorney’s fees and \$100.00 in costs. Payment of the Settlement Amount will be made by  
24 government wire transfer, within **90 days** of the Court’s approval of the executed Settlement  
25 Agreement, as per the following:  
26

27 Name of Payee: **Northwest Immigrant Rights Project**  
28 Address of Payee: **615 2<sup>nd</sup> Ave., Ste. 400 Seattle, WA 98104**

1 Taxpayer ID of payee: **XXXXXXX**  
2 Name of payee's bank: **Columbia Bank**  
3 Address of payee's bank: **721 2<sup>nd</sup> Ave., Seattle, WA 98104**  
4 Payee's bank routing no.: **XXXXXXX**  
5 Payee's bank account no.: **XXXXXXX**  
6 Checking or savings: **Checking**

7 With respect to the payment of the Settlement Amount, Plaintiffs stipulate and agree that  
8 the United States will not sign an annuity application form, a uniform qualified settlement form,  
9 or any equivalent such forms, and that the United States will not pay the Settlement Amount into  
10 a qualified settlement fund or an equivalent fund or account. However, nothing in this paragraph  
11 precludes Plaintiffs from purchasing non-qualifying annuities after they have received the  
12 Settlement Amount. Compliance with all applicable Federal, state, and local tax requirements  
13 shall be the sole responsibility of Plaintiffs. This Agreement is executed without reliance upon  
14 any representation by USCIS as to tax consequences, and Plaintiffs are responsible for the  
15 payment of all taxes that may be associated with the settlement. Further, nothing in this  
16 Settlement Agreement waives or modifies Federal, state, or local laws pertaining to taxes,  
17 offsets, levies, and liens that may apply to this Stipulation or the Settlement Amount proceeds,  
18 and this Settlement Agreement is executed without reliance on any representation by USCIS as  
19 to the application of any such law.

22 In exchange for the Settlement Payment, Plaintiffs agree to fully release Defendants from  
23 all liability for attorneys' fees and costs incurred by Plaintiffs up to the date of the execution of  
24 the Settlement Agreement. This Agreement does not cover any fees for any motions to enforce  
25 the terms of this Court's injunction that may be filed in the future by Plaintiffs.  
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1           3.     Authority. The parties recognize and agree that this Agreement shall not be  
2 construed in any way limiting the authority of the Department of Homeland Security or USCIS  
3 to issue new regulatory guidance or sub-regulatory guidance.

4           4.     No Acknowledgment of Wrongdoing. The parties enter into this Agreement for  
5 the sole purpose of settling and disposing the Litigation referenced above. This Agreement does  
6 not constitute an admission of guilt or wrongdoing by any of the parties.  
7

8           5.     Entire Agreement. This Agreement constitutes the entire agreement between the  
9 parties with respect to this action and supersedes all prior discussions, agreements, and  
10 understandings, both written and oral, among the parties in connection with the settlement of this  
11 action.  
12

13           6.     Headings. Any headings or titles preceding any of the sections or provisions of  
14 this Agreement are inserted solely for the convenience of reference, shall not constitute a part of  
15 this Agreement, and shall not otherwise affect the meanings, content, effect, or construction of  
16 this Agreement.  
17

18           7.     Counterparts. This Agreement may be executed in counterparts, each one of  
19 which constitutes an original, and all of which constitute one and the same Agreement.  
20 Facsimiles and electronic transmissions of signatures shall constitute acceptable binding  
21 signatures for the purposes of this Agreement.  
22

23           IN WITNESS WHEREOF, the parties have executed this Agreement, and the  
24 undersigned represent that they are authorized to execute and deliver this Agreement on behalf of  
25 the respective parties.  
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1 Signed this 1st day of October, 2020.

2  
3 /s/ Devin Theriot-Orr

4 Devin Theriot-Orr, WSBA 33995  
5 Open Sky Law, PLLC  
6 20415 72<sup>nd</sup> Ave. S., Ste. 110  
7 Kent, WA 98032  
8 (206) 962-5052

/s/ Aaron S. Goldsmith

Aaron S. Goldsmith  
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Civil Division  
Office of Immigration Litigation  
District Court Section  
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9 /s/ Matt Adams

10 Matt Adams, WSBA No. 28287  
11 Northwest Immigrant Rights Project  
12 615 Second Avenue, Suite 400  
13 Seattle, WA 98104  
14 (206) 957-8611

Attorney for Defendants

15 /s/ Marc Van Der Hout

16 Marc Van Der Hout (*pro hac vice*)  
17 Van Der Hout, LLP  
18 180 Sutter Street, Suite 500  
19 San Francisco, CA 94104  
20 (415) 981-3000

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27 Scott D. Pollock (*pro hac vice*)  
28 Christina J. Murdoch (*pro hac vice*)  
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American Immigration Council  
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Brookline, MA 02446  
(617) 505-5375

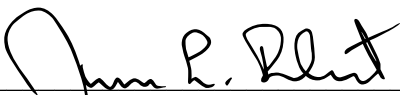
Attorneys for Plaintiffs

Joint Stipulation of Settlement Re: Attorneys' Fees and Costs  
Case No. 2:15-cv-00813-JLR

Northwest Immigrant Rights Project  
615 2<sup>nd</sup> Ave., Suite 400  
Seattle, WA 98104  
(206) 957-8628

1 IT IS SO ORDERED:

2 DATED: October 1, 2020

  
Honorable James L. Robart  
United States District Court Judge

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