

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

GABRIELA SOLANO, on behalf of herself
and those similarly situated,

Plaintiff,

vs.

U.S. IMMIGRATIONS AND CUSTOMS
ENFORCEMENT; TAE D. JOHNSON,
Acting Director of U.S. Immigration and
Customs Enforcement; THOMAS P. GILES,
Director of Los Angeles Field Office, U.S.
Immigration and Customs Enforcement;
POLLY KAISER, Acting Director of San
Francisco Field Office, U.S. Immigration and
Customs Enforcement,

Defendants.

Case No. 2:21-cv-01576-AB (KSx)

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff, Gabriela Solano (“Plaintiff”), and Defendants U.S. Immigrations and Customs Enforcement (“ICE”); Tae D. Johnson, Acting Director of U.S. Immigration and Customs Enforcement; Thomas P. Giles, Director of Los Angeles Field Office, U.S. Immigration and Customs Enforcement; Polly Kaiser, Acting Director of San Francisco Field Office, U.S. Immigration and Customs Enforcement (collectively, the “Parties”), by and through their attorneys. This Agreement is effective as of the date the Court enters an order both dismissing the Action and retaining jurisdiction over the Agreement, as set forth below.

RECITALS

WHEREAS, on February 19, 2021, Plaintiff filed a Class Action Complaint (“Complaint”) against Defendants in the U.S. District Court for the Central District of California (the “Court”). The Complaint raised claims on behalf of a putative class of individuals that Defendants have adopted and implemented an unlawful policy of using private contractors to effectuate civil immigration arrests in ICE’s San Francisco and Los Angeles Areas of Responsibility.

WHEREAS, on June 3, 2021, Defendants filed a motion to dismiss the Complaint.

WHEREAS, on September 1, 2021, the Court denied Defendants’ motion to dismiss.

WHEREAS, on October 20, 2021, Defendants filed an Answer to the Complaint.

WHEREAS, Plaintiff believes that the claims in the Complaint have merit and that Plaintiff and the putative class members would be entitled to permanent injunctive relief.

WHEREAS, Defendants deny any and all liability of any kind to the Plaintiff or the putative class members, and have asserted several affirmative defenses.

WHEREAS, Plaintiff has not moved the Court for class certification in connection with the Action.

WHEREAS, the Parties, however, have concluded that further litigation would be protracted and expensive for all Parties. After taking into account these factors, as well as the risks

of further litigation, the Parties agreed to settle this matter in the manner and upon the terms set forth in this Agreement.

WHEREAS, the Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after extensive arms-length negotiations, including through two Settlement Conferences with the Honorable Karen L. Stevenson, which took place on December 14, 2021, and January 12, 2022.

WHEREAS, considering the benefits that Plaintiff and the specified Third-Party Beneficiaries (as defined below) will receive from settlement of the Action and the risks of litigation, Plaintiff and her counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and in the best interests of Plaintiff and the putative class members. Plaintiff has agreed that Defendants shall be released from the Settled Claims pursuant to the terms and provisions of this Agreement and has agreed, subject to the Court retaining jurisdiction over the Agreement, to the dismissal with prejudice of this Action.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective attorneys, in consideration of the benefits flowing to the Parties from the Agreement, that the Settled Claims shall be compromised, settled, forever released, barred, and dismissed with prejudice, upon and subject to the following terms and conditions:

I. DEFINITIONS

Wherever used in this Agreement, the following terms have the meanings set forth below:

- A. “**Action**” means the lawsuit captioned *Solano v. U.S. Immigration and Customs Enforcement, et al.*, Case No. 2:21-cv-01576-AB (KSx) (C.D. Cal.).
- B. “**Applicable Time Period**” means the period for three (3) years following the Effective Date, for which the terms of this Agreement remain in effect, except as expressly provided in Section III.B, below.
- C. “**CDCR Facilities**” means all facilities operated by the California Department of Corrections and Rehabilitation within the San Francisco and Los Angeles AORs to

house individuals serving terms of imprisonment in the State of California.

- D. “Civil Immigration Arrest”** means, for purposes of this Agreement, the assumption of physical custody of an individual by U.S. Immigration and Customs Enforcement pursuant to ICE’s civil arrest authority under the Immigration and Nationality Act and implementing federal regulations, for civil immigration enforcement purposes.
- E. “Contract”** means the contracts between Defendants and G4S, including the Blanket Purchase Agreements, statements of work, schedules, attachments, appendices, contract orders, and extensions, including but not limited to Contract Number 70CDCR18A00000002.
- F. “County Jails”** means all facilities operated by county sheriffs in the State of California within the San Francisco and Los Angeles AORs to house arrested individuals, individuals in criminal proceedings, and/or individuals serving terms of imprisonment.
- G. “Court”** means the United States District Court for the Central District of California.
- H. “Defendants”** means Defendants U.S. Immigrations and Customs Enforcement (“ICE”); Tae D. Johnson, Acting Director of U.S. Immigration and Customs Enforcement; Thomas P. Giles, Director of Los Angeles Field Office, U.S. Immigration and Customs Enforcement; Polly Kaiser, Acting Director of San Francisco Field Office, U.S. Immigration and Customs Enforcement, and their successors.
- I. “Disputing Parties”** shall mean and include Parties and Third-Party Beneficiaries
- J. “Effective Date”** means the date on which the Court enters an order both dismissing the Action with prejudice and expressly retaining jurisdiction to enforce the Agreement at any time during the Applicable Time Period, in the form attached

hereto as Exhibit A.

- K.** “**Form I-200**” or “**I-200 Forms**” means the Warrant for the Arrest of Alien or immigration warrant that is issued and signed by an authorized immigration officer, *see* 8 C.F.R. § 287.5(e)(2).
- L.** “**G4S**” means G4S Secure Solutions (USA), Inc. and its present and past affiliates, predecessors, successors, agents, representatives, directors, officers, temporary employees, employees, all persons now or previously under its control, and all persons presently or previously acting or purporting to act on its behalf.
- M.** “**Immigration Officer**” means any ICE Enforcement and Removal Operations (ERO) employee included within the definition of “immigration officer” as set forth by 8 C.F.R. § 1.2.
- N.** “**ICE Officer**” means “any officer employed by ICE ERO, stationed within the ICE Los Angeles and San Francisco Areas of Responsibility, with authority to conduct Civil Immigration Arrests.”
- O.** “**Los Angeles Field Office**” means the ICE ERO office with responsibility over the Los Angeles Area of Responsibility, including the Los Angeles Metropolitan Area (Counties of Los Angeles, Orange, Riverside, San Bernardino) and the California Central Coast (Counties of Ventura, Santa Barbara, San Luis Obispo), and includes all ICE offices within these geographic areas.
- P.** “**Monthly Facilities List**” means a list of the County Jails and CDCR Facilities where Civil Immigration Arrests occurred during a calendar month.
- Q.** “**Party**” or “**Parties**” means, in the singular one of and in the plural all of Plaintiff and Defendants.
- R.** “**Plaintiff**” means Gabriela Solano.
- S.** “**Plaintiff’s Counsel**” means counsel for Plaintiff in this Action, Vasudha Talla and William S. Freeman (ACLU Foundation of Northern California); Jingni (Jenny)

Zhao, Glenn Katon, and Anoop Prasad (Asian Americans Advancing Justice—Asian Law Caucus); Jacob S. Kreilkamp, David W. Moreshead, and Robert E. Bowen (Munger, Tolles & Olson LLP), and their successors.

- T.** “**Private Contractor**” means any individual or entity that has been contracted by ICE to provide for the transportation of individuals taken into ICE custody at County Jails and CDCR Facilities.
- U.** “**Released Parties**” means Defendants in their official capacities, as well as their past, present, or future successors, department heads, inferior officers, employees, agents, representatives, or contractors.
- V.** “**San Francisco Field Office**” means the ICE ERO office with responsibility over the San Francisco Area of Responsibility, including counties in Northern California from the California-Oregon border down to and including Kern County, California, and includes all the ICE offices within these geographic areas, but excluding the ICE offices in the State of Hawaii, Guam and Saipan.
- W.** “**Selected Facilities List**” means a list of five (5) facilities chosen by Plaintiff’s Counsel from the Monthly Facilities List.
- X.** “**Settled Claims**” means all claims for declaratory or injunctive relief that were brought by Plaintiff based on the facts and circumstances alleged in the Complaint, including but not limited to, claims that Defendants’ alleged policy of permitting Private Contractors to effectuate Civil Immigration Arrests at jails and prisons in California violates the Immigration and Nationality Act (“INA”) and its implementing regulations.
- Y.** “**Third-Party Beneficiaries**” means all persons who, after the Effective Date, allege that they have been subjected to a Civil Immigration Arrest at a County Jail or a CDCR Facility by a Private Contractor and not by an Immigration Officer.

II. SETTLEMENT RELIEF

A. Legal Acknowledgments.

1. Defendants acknowledge that Private Contractors, including but not limited to G4S, are not authorized under the INA or its implementing regulations to perform Civil Immigration Arrests.
2. Defendants acknowledge that taking an individual into the physical custody of ICE at a CDCR Facility, County Jail, or other law enforcement facility or setting constitutes a Civil Immigration Arrest, regardless of whether a Form I-200 is served there.

B. Implementation. Defendants agree to implement, or continue to implement, the following:

1. The San Francisco Field Office and Los Angeles Field Office will not permit Private Contractors, including, but not limited to G4S employees, to perform Civil Immigration Arrests at CDCR Facilities and County Jails in their respective Areas of Responsibility. While Private Contractors may be present at the time of an arrest, only Immigration Officers will be permitted to perform the arrests. After an arrest is made, an Immigration Officer may allow a Private Contractor to transport the individual.
2. Defendants will implement a policy and practice of requiring that (i) at the time of the Civil Immigration Arrest at a County Jail or CDCR Facility, the arresting Immigration Officer must serve a copy of the Form I-200 upon the arrestee; (ii) proper service of the Form I-200 by the arresting Immigration Officer consists of reading the Form I-200 to the arrestee and providing a copy of the Form I-200 to the arrestee at the time of the arrest; (iii) the certificate of service of the Form I-200 must be completed and signed by the arresting Immigration Officer at the time of the arrest at the County Jail

or CDCR Facility; and (iv) in the certificate of service of the Form I-200, the arresting Immigration Officer must insert the name of the facility where the arrest is occurring as the “location” of the arrest.

3. Defendants will provide direction, training, and supervision to ICE personnel sufficient to enforce compliance with the Agreement, consisting of:

a. **Training Materials:** Within ninety (90) days of the Effective Date, Defendants will create training materials that inform current and future ICE Officers working within the San Francisco and Los Angeles Field Offices of the policies and procedures set forth in paragraphs II.B.1 and II.B.2, above.

b. **Semi-Annual Training:** Within one hundred eighty days (180), or sooner depending on when the semi-annual training is scheduled, days of the Effective Date, Defendants will ensure that all ICE Officers working within the San Francisco Field Office and the Los Angeles Field Office receive the training set forth in paragraph II.B.3.1, above. Defendants will further ensure that this Semi-Annual Training is provided to all ICE Officers working within the San Francisco Field Office and the Los Angeles Field Office twice per fiscal year, through the Applicable Time Period. Defendants will provide a declaration, signed by the appropriate ICE representative, that certifies that every ICE Officer of the San Francisco Field Office and the Los Angeles Field Office has completed the training. That declaration shall be provided to Plaintiff’s Counsel within thirty (30) days of the completion of the Semi-Annual Training by

all San Francisco Field Office and Los Angeles Field Office ICE Officers during the Applicable Time Period.

- c. **Quarterly Email Broadcast:** Defendants will circulate by electronic mail a broadcast to all ICE Officers of the San Francisco Field Office and the Los Angeles Field Office that sets forth the policies and procedures in paragraphs II.B.1 and II.B.2, above. The first email broadcast shall occur within thirty (30) days of the Effective Date, and thereafter shall occur on a quarterly basis through the Applicable Time Period.
- d. **Physical Posting of Policy and Practice:** Within thirty (30) days of the Effective Date through the Applicable Time Period, Defendants will post a physical notice in the command or control centers of each office within the San Francisco Field Office and the Los Angeles Field Office that sets forth the policies and procedures in paragraphs II.B.1 and II.B.2, above. The physical notice shall be posted in a location within the command centers that is readily seen by employees of ICE as well as employees of G4S.
- e. **Initial Employee Training:** Defendants shall include a statement within their training materials for new ERO employees that ICE's civil arrest authority is non-delegable.
- f. **Search and Rescission of Materials:** Within thirty (30) days of the Effective Date, ICE ERO will make reasonable efforts to search for and rescind all existing training materials, policies, directives, post orders, procedures, checklists, or other documents that authorize or contemplate Private Contractor arrests, to the extent they are found.

4. **Notice to G4S:** Defendants will, through the Contracting Officer's Representative ("COR") or the Contracting Officer's Technical Representative ("COTR"), remind G4S that: (a) G4S employees may not make Civil Immigration Arrests; (b) the role of G4S contractors present at a Civil Immigration Arrest is to provide transport after the arrest is performed by an Immigration Officer; and, (c) G4S should ensure that all training materials, policies, directives, post orders, procedures, checklists, or other documents do not conflict with (a) and (b).

III. ENFORCEMENT AND MONITORING

- A. Plaintiff's Counsel shall be provided with the following records within 60 days of the Agreement's Effective Date:
 1. All materials created or used in conjunction with the trainings referenced in paragraph II.B.3.a, above;
 2. The first quarterly email broadcast described in paragraph II.B.3.c, above. Subsequent quarterly broadcasts shall be provided to Plaintiff's Counsel within 15 days of the broadcast being sent;
 3. The physical notice described in paragraph II.B.3.d, above;
 4. Any materials located by ICE, as described in paragraph II.B.3.f, above;
 5. The notice to G4S described in paragraph II.B.4, above; and
 6. Any materials located by G4S and provided to the COR/COTR, as described in paragraph II.B.4, above.
- B. For the first eighteen (18) full calendar months following the Effective Date, Defendants shall provide to Plaintiff's Counsel copies of fifty (50) I-200 Forms each calendar month, corresponding to Civil Immigration Arrests that occurred at County Jails and CDCR Facilities within the San Francisco and Los Angeles AORs that calendar month.

- a.** Within five (5) business days after the end of the calendar month, Defendants shall provide to Plaintiff’s Counsel a list of the County Jails and CDCR Facilities located within the San Francisco and Los Angeles AORs where Civil Immigration Arrests occurred during that calendar month (the “Monthly Facilities List”).
- b.** Each calendar month, within five (5) business days of receiving the Monthly Facilities List, Plaintiff’s Counsel shall provide to Defendants the names of five (5) facilities chosen from that list, in rank order (the “Selected Facilities List”).
- c.** Each calendar month, within 10 business days of receiving the Selected Facilities List, Defendants shall provide to Plaintiff’s Counsel the I-200 Forms corresponding to no fewer than fifty (50) Civil Immigration Arrests that occurred at the facilities on the Selected Facilities List, in the following order: Defendants shall first produce, in chronological order, the I-200 Forms corresponding to all the arrests that occurred at the first-ranked facility, followed by the I-200 Forms, in chronological order, corresponding to all the arrests that occurred at the second-ranked facility, and so on through each of the facilities as ranked on the Selected Facilities List, until I-200 Forms for fifty (50) arrests in total have been produced.
- d.** If fewer than fifty (50) arrests in total occurred at the facilities on the Selected Facilities List, Defendants shall, in addition, select as many additional County Jail or CDCR Facilities as is necessary and produce, in chronological order by date of arrest from each County Jail or CDCR Facility, I-200 Forms corresponding to arrests that occurred at that County Jail or CDCR Facility within the same

calendar month, until fifty I-200 Forms have been produced for that calendar month in total.

- e. Defendants shall produce the Forms I-200 referenced in this section without redaction. The Parties agree that the Forms I-200 and any other documents produced pursuant to this Agreement will be designated and treated as Confidential Material pursuant to the protective order entered in this Action.

IV. RELEASE: SCOPE AND EFFECT OF RELEASE

- A. As of the Effective Date, Plaintiff fully, finally, and forever releases, relinquishes, and discharges Defendants of and from any and all of the Settled Claims. Plaintiff hereby releases Defendants from liability for all claims, demands, rights, liabilities and causes of action for monetary, declaratory or equitable relief accruing from the Settled Claims. This Release shall not apply to claims that arise or accrue after termination of this Agreement.
- B. The Parties mutually expressly waive any and all rights under section 1542 of the Civil Code of the State of California, and any like or comparable provision or principle of common law in any other jurisdiction. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542 or any provision of law with a comparable effect, and for the purpose of implementing a full and complete

release and discharge, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, claims and causes of action which they do not know of or suspect to exist in his or its favor at the time of execution hereof and that this Agreement contemplates extinguishment of all such claims and causes of action.

V. DISMISSAL; TERM OF AGREEMENT

- A. All terms of this Agreement shall remain in full force and effect during the Applicable Time Period, except as expressly provided in Section III.B, above.
- B. The Parties agree that the Court shall retain jurisdiction over all disputes between and among the Parties arising out of the Agreement, including but not limited to interpretation and enforcement of the terms of the Agreement, except as otherwise provided in the Agreement, for a term of three (3) years from the date of the entry of the order dismissing the Action with prejudice.
- C. Upon execution of the Agreement, the Parties shall forthwith jointly file the stipulated request attached hereto as Exhibit A, requesting that, pursuant to Fed. R. Civ. P. 41(a)(2), the Court enter this Agreement as a stipulated order and dismiss the Action with prejudice. The Parties agree that such stipulated dismissal with prejudice shall be effective only if the Court's order states that, notwithstanding such dismissal, the Court shall retain jurisdiction to interpret and enforce this Agreement for its three-year duration.

VI. DISPUTE RESOLUTION PROCEDURES; CONTINUING JURISDICTION

- A. During the Applicable Time Period, the Court shall retain jurisdiction to supervise the implementation of this Agreement and to enforce its terms as outlined below.
- B. The Parties acknowledge and agree that this Agreement is intended to benefit the Third-Party Beneficiaries in addition to Plaintiff. As such, Defendants agree that Third-Party Beneficiaries shall have the right to invoke the dispute resolution

procedures set forth in Section VI.C, below, and to enforce the terms of this Agreement through a motion to the Court. For purposes of this Section VI, “Disputing Parties” shall mean and include Parties and Third-Party Beneficiaries.

C. The Court will not be asked to exercise jurisdiction to supervise the implementation of this Agreement or to enforce its terms until exhaustion of the following dispute resolution process:

- 1.** Should counsel for a Disputing Party believe that Defendants are not complying with the requirements of this Agreement, such counsel shall promptly notify counsel for Defendants, in writing, of the specific grounds upon which non-compliance is alleged.
- 2.** Within thirty (30) to forty-five (45) days after receipt of the notice from counsel, counsel for Defendants shall notify counsel for the Disputing Party of Defendants’ position and any action Defendants have taken in connection therewith. The Disputing Parties shall negotiate in good faith to resolve the alleged non-compliance. This negotiation period will be considered exhausted if the Disputing Parties jointly determine that negotiations have reached an impasse, or if any Disputing Party invokes the formal meet-and-confer process under paragraph 3 of paragraph VI.C of the Agreement below.
- 3.** If any dispute cannot be resolved informally under paragraphs 1 or 2 of Section VI.C. of the Agreement, counsel for either Disputing Party may notify counsel for the opposing Disputing Party in writing and request that counsel meet and confer. The Disputing Parties shall meet within ten (10) calendar days of such notice in an attempt to arrive at a mutually satisfactory resolution of the dispute.

4. The Disputing Parties may refer any unresolved dispute to the Hon. Karen L. Stevenson for mediation. If Magistrate Judge Stevenson is no longer available or does not consent to serve as mediator, the Disputing Parties may refer the unresolved dispute to another magistrate judge in the Court for mediation, if the Disputing Parties mutually agree on the magistrate judge and such magistrate judge consents. If the dispute has not been resolved through mediation within fourteen (14) days, counsel may mutually agree to continue mediation or counsel for any Disputing Party may seek to enforce the Agreement through a motion to the Court. Additionally, if the Disputing Parties cannot agree on a magistrate judge, or if no mutually agreed upon magistrate judge consents, a Disputing Party may seek to enforce the Agreement through a motion to the Court.
 5. If the Disputing Parties do not reach resolution under the procedures of Paragraphs 1-4 of Section VI.B. of the Agreement, any Disputing Party may then file a motion requesting that the Court resolve the dispute.
 6. The mediation process described in Section VI.B of the Agreement shall be conducted confidentially such that no public disclosure shall be made regarding the mediation process at any time before, during, or after the mediation process, except that the final result of the mediation may be disclosed. All documents and information disclosed by any Disputing Party during the mediation process shall not be admissible in any judicial proceeding pursuant to Federal Rule of Evidence 408. All statements or conclusions of the mediator shall not be admissible in any subsequent judicial proceeding.
- D.** Any action or proceeding to enforce the terms of this Agreement shall be brought exclusively in the United States District Court for the Central District of California.

The Court in such proceeding shall have the power to award such relief and issue such judgments as the Court deems proper and appropriate.

VII. ATTORNEYS' FEES

- A.** As part of this Agreement, the Parties hereby agree to settle Plaintiff's claim for attorneys' fees and costs pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412. The Parties agree to resolve Plaintiff's claim in the following amounts: an attorneys' fee award in the sum of \$195,920.86 and costs up to the sum of \$1,717.97.
- B.** Within 60 days of the Effective Date of this Agreement, Defendants shall pay to Plaintiff the sum of \$195,920.86 to settle and resolve any claims by Plaintiff or her Counsel for attorneys' fees related to this Action under the Equal Access to Justice Act, 28 U.S.C. § 2412, or any other statute.
- C.** Defendants shall deliver this payment by direct wire transfer into Plaintiff's designated account. Plaintiff shall provide Defendants all information necessary to accomplish the direct wire transfer within five days of the Effective Date of this Agreement.
- D.** Separately, Defendants agree to submit Plaintiff's request for \$1,717.97 in costs to the Bureau of the Fiscal Service within 10 days of the Effective Date of this Agreement for payment from the Judgment Fund of whatever portion of Plaintiff's cost request the Bureau determines is reimbursable as taxable costs under 28 U.S.C. § 1920. *See* 28 U.S.C. §§ 2412, 2414; 31 U.S.C. § 1304. Such payment shall settle and resolve any claims by Plaintiff or her Counsel for costs related to this Action under 28 U.S.C. § 2412.
- E.** The Parties agree to this settlement of attorneys' fees and costs to avoid further litigation and the costs and risks associated with litigating a request for fees and costs.

- F.** Plaintiff, on behalf of herself, her heirs, executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates, and partners, and any persons they represent, by operation of any final judgment entered by the Court, fully, finally, and forever releases, relinquishes, and discharges the Defendants of and from any and all claims for attorneys' fees and costs related to this Action..

VIII. ADDITIONAL PROVISIONS

- A. No Admission of Wrongdoing.** This Agreement, whether or not executed, and any proceedings taken pursuant to it:
- 1.** shall not be offered or received against the Defendants as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the Defendants of the truth of any fact alleged by the Plaintiff 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 of 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
 - 2.** shall not be offered or received against the Defendants as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, nor shall it create any substantive rights or causes of action against any of the Parties to this Agreement, in any other civil, criminal, or administrative action or proceeding, other than as expressly provided for by Paragraph VI, above, and such proceedings as may be otherwise necessary to effectuate the provisions of 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.

- B. Voluntary Agreement.** The Parties executed this Agreement voluntarily and without duress or undue influence.
- C. Binding on Successors.** This Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives, including those which may result from a reorganization of the relevant Defendant agencies.
- D. Authorization.** Each Party warrants and represents that each Party is fully entitled and duly authorized to give this complete and final release and discharge.
- E. Entire Agreement.** This Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.
- F. Exhibits.** The exhibits to this Agreement are integral parts of the Agreement and the settlement and are incorporated into this Agreement as though fully set forth in the Agreement.
- G. Modifications and Amendments.** No amendment, change, or modification to this Agreement shall be valid unless in writing signed by the Parties or their counsel.
- H. Governing Law.** This Agreement is governed by federal law and must be interpreted under federal law and without regard to conflict of laws principles.
- I. Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and the canon of contract interpretation set forth in California Civil Code section

1654 shall not be applied.

- J. Further Assurances.** The Parties must execute and deliver any additional papers, documents, and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Agreement and to carry out this Agreement's expressed intent.
- K. Execution Date.** This Agreement is deemed executed on the date the Agreement is signed by all of the undersigned.
- L. Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDFs of executed copies of this Agreement may be treated as originals.
- M. Recitals.** The Recitals are incorporated by this reference and are part of the Agreement.
- N. Severability.** If any provision of this settlement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement shall continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt in good faith to renegotiate the provision of this Settlement that was declared invalid, void or unenforceable.
- O. Failure of Agreement to Become Effective.** The Parties shall use their best efforts to ensure that the Agreement becomes effective. If, notwithstanding such best efforts, the Effective Date does not occur and it becomes apparent that the Effective Date will not occur, the Parties shall attempt to negotiate a new agreement resolving the claims in this Action. Should the Parties be unable to negotiate a new agreement, the Parties shall be returned to their respective positions in the Action

as of the date and time immediately prior to the execution of this Agreement; and except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

P. Deadlines. All deadlines in this Agreement will be calculated in accordance with the rules set forth in Federal Rule of Civil Procedure 6(a).

Q. Force Majeure. Any Defendant(s) shall be excused from compliance with the terms and conditions of this Agreement and required by the Implementation Date to the extent and for such time that performance is impossible or impracticable by circumstances that it either could not have reasonably anticipated or is beyond its reasonable control, including, but not limited to, any act of God, pandemic disease, fire, flood, earthquake, explosion, war, or terrorist attack (a “Force Majeure Event”). Any Defendant seeking an extension from compliance due to the occurrence of a Force Majeure Event must notify Plaintiff by email as soon as reasonably possible (but in all events no later than three business days) after the occurrence of the Force Majeure Event, specifying the nature and extent of the Force Majeure Event, the anticipated duration of such Defendant(s)’s inability to fully perform hereunder as a result of such Force Majeure Event, and the efforts such Defendant(s) is undertaking to mitigate the impact of the Force Majeure Event. A Defendant(s) whose performance hereunder is impacted by a Force Majeure event must undertake diligent efforts to minimize the impact of such Force Majeure Event on its performance. Performance hereunder shall not be excused for delays to the extent they have occurred regardless of a Force Majeure Event.

The undersigned, by their signatures on behalf of Plaintiff 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 Plaintiff shall be fully and unequivocally bound hereunder to the full extent authorized by law.

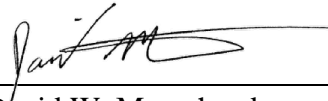
On Behalf of Plaintiff

Dated: _____, 2022

By: _____
Plaintiff Gabriela Solano

Dated: July 6, 2022

MUNGER, TOLLES & OLSON LLP

By: 

David W. Moreshead
Counsel for Plaintiff

Dated: _____, 2022

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN CALIFORNIA

By: _____
William S. Freeman
Counsel for Plaintiff

Dated: _____, 2022

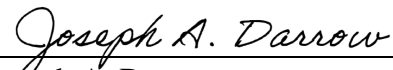
ASIAN AMERICANS ADVANCING JUSTICE-
ASIAN LAW CAUCUS

By: _____
Jingni (Jenny) Zhao
Counsel for Plaintiff

On Behalf of All Defendants

Dated: July 5, 2022

UNITED STATES DEPARTMENT OF JUSTICE

By: 

Joseph A. Darrow
Trial Attorney
U.S. Department of Justice, Civil Division
Office of Immigration Litigation – DCS
Counsel for Defendants

On Behalf of Plaintiff

Dated: _____, 2022

By: _____
Plaintiff Gabriela Solano

Dated: _____, 2022

MUNGER, TOLLES & OLSON LLP

By: _____
David W. Moreshead
Counsel for Plaintiff

Dated: 7/5, 2022

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN CALIFORNIA

By: 
William S. Freeman
Counsel for Plaintiff

Dated: _____, 2022

ASIAN AMERICANS ADVANCING JUSTICE-
ASIAN LAW CAUCUS

By: _____
Jingni (Jenny) Zhao
Counsel for Plaintiff

On Behalf of All Defendants

Dated: _____, 2022

UNITED STATES DEPARTMENT OF JUSTICE

By: _____
Joseph A. Darrow
Trial Attorney
U.S. Department of Justice, Civil Division
Office of Immigration Litigation – DCS
Counsel for Defendants

On Behalf of Plaintiff

Dated: July 6, 2022

By: 
Plaintiff Gabriela Solano

Dated: _____, 2022

MUNGER, TOLLES & OLSON LLP

By: _____
David W. Moreshead
Counsel for Plaintiff

Dated: _____, 2022

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN CALIFORNIA

By: _____
William S. Freeman
Counsel for Plaintiff

Dated: July 6, 2022

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