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11
 12 **UNITED STATES DISTRICT COURT FOR**
 13 **THE CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION—LOS ANGELES**

15 ALTHEA POBRE DAYO, DON) **Case No. 2:11-cv-00728-GW-SH**
 16 CAJUCOM, JANE BULLECER,)
 17 RUBY CONDA, ET AL.,)
 18)
 Plaintiffs,)
 19 v.)
 20)
 JANET NAPOLITANO,)
 21 SECRETARY OF THE)
 22 DEPARTMENT OF HOMELAND)
 SECURITY; ET AL.,)
 23)
 24 Defendants.)

1 **STIPULATION AND AGREEMENT OF SETTLEMENT AND RELEASE**

2
3 Plaintiffs in the above-captioned matter, by and through their attorney, and
4 Defendants, by and through their attorneys, hereby enter into this Stipulation and
5 Agreement of Settlement and Release (the Stipulation or Settlement), as of the
6 Approval Date as defined in paragraph 4.
7

8 **WHEREAS:**

- 9
- 10 A. Plaintiffs Althea Pobre Dayo, Don Cajucom, Jane Bullecer and Ruby Conda
11 filed suit on behalf of themselves and all other similarly-situated persons
12 against Defendants in the United States District Court for the Central District
13 of California on January 25, 2011 (Docket Number 11-cv-00728), seeking
14 review over United States Citizenship and Immigration Services' (USCIS)
15 denial of their I-765, Applications for Employment Authorization. On
16 August 19, 2011, they filed an amended complaint, naming Francis
17 Raymond P. Dayo, Wblespher Espinoza and Amada Espinoza as named-
18 plaintiffs and adding the Executive Office for Immigration Review as a
19 Defendant. On October 4, 2011, Plaintiffs moved for class certification,
20 designation of class counsel and declaratory and injunctive relief.
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22 B. To date, the Court has not granted class certification, designation of class
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1 counsel, or declaratory or injunctive relief. Instead, on December 15, 2011,
2 the Court continued Plaintiffs' motion for class certification pending
3 possible settlement of the instant matter.
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5 C. Defendants deny all liability with respect to the action, deny that they have
6 engaged in any wrongdoing, deny the material allegations in the complaint
7 and amended complaint, deny that they committed any violation of law,
8 deny that they acted improperly in any way, and deny liability of any kind to
9 Plaintiffs, the putative Class, or the putative Class Members, but agree to the
10 settlement and dismissal of the Action with prejudice in order to: (i) avoid
11 the substantial expense, inconvenience, and distraction of protracted
12 litigation; and (ii) finally put to rest and terminate the Action and any and all
13 Settled Claims.
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17 D. Plaintiffs' counsel has conducted discussions and arm's length negotiations
18 with Defendants' counsel with respect to a compromise and settlement of the
19 action with a view to settling the issues in dispute and achieving the best
20 relief possible consistent with the interests of the named Plaintiffs, the
21 putative Class and all putative Class Members.
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25 E. After considering the benefits that Plaintiffs, the putative Class and the
26 putative Class Members will receive from settlement of the action and the
27 risks of litigation, Plaintiffs' counsel has concluded that the terms and
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1 conditions of this Settlement are fair, reasonable, and in the best interests of
2 the Plaintiffs, the putative Class, and the putative Class Members; has
3 agreed that the Released Parties should be released from the Settled
4 Claims pursuant to the terms and provisions of this Settlement; and has
5 agreed to the dismissal with prejudice of all Settled Claims.
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9 NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and
10 among the parties to this Stipulation, through their respective attorneys, in
11 consideration of the benefits flowing to the parties hereto from the Settlement, that
12 the Settled Claims of Plaintiffs as against the Released Parties shall be
13 compromised, settled, forever released, barred, and dismissed with prejudice, upon
14 and subject to the following terms and conditions:
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18 **I. DEFINITIONS**

19 Wherever used in this Settlement, the following terms have the meanings set
20 forth below:
21

- 22 1. "Action" means the above-captioned Action pending in the United States
23 District Court for the Central District of California (Docket Number 11-cv-
24 00728).
- 25 2. "USCIS" means United States Citizenship and Immigration Services.
- 26 3. "EOIR" means Executive Office for Immigration Review.
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1 4. “Defendants” means Alejandro Mayorkas, Director, United States
2 Citizenship and Immigration Services (USCIS), in his official capacity;
3 Donald Neufeld, Associate Director, USCIS Center Operations Directorate,
4 in his official capacity; Mark J. Hazuda, Director, USCIS Nebraska
5 Service Center, in his official capacity; Robert M. Cowan, Director, USCIS
6 National Benefits Center, in his official capacity; Gregory A. Richardson,
7 Director, USCIS Texas Service Center, in his official capacity; Juan P.
8 Osuna, Director, Executive Office for Immigration Review, in his official
9 capacity; and the Executive Office for Immigration Review.
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13 5. “Applicants” means, for purposes of this settlement only, all individuals
14 residing within the jurisdiction of the United States District Court for the
15 Central District of California who, as of January 25, 2011, through the
16 Approval Date (as defined in paragraph 45 below):
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- 19 A. Filed an I-485, Application to Register Permanent Residence or
20 Adjust Status, with USCIS;
21
22 B. Had their I-485, Application to Register Permanent Residence or
23 Adjust Status, denied by USCIS;
24
25 C. Were issued a Notice to Appear by the U.S. Department of Homeland
26 Security;
27
28 D. Are in removal proceedings before the Immigration Court, Los

1 Angeles, California;

2 E. Have renewed, or will renew by the next scheduled hearing falling
3 after the Approval Date or within thirty (30) days of the Approval
4 Date, whichever comes later, their I-485, Application to Register
5 Permanent Residence or Adjust Status, in removal proceedings before
6 the Immigration Court, Los Angeles, California as detailed in
7 Paragraph 20 below;
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9
10 F. Filed an I-765, Application for Employment Authorization, with
11 USCIS, in order to seek employment authorization during the
12 pendency of their removal proceedings.
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14
15 G. Had their I-765, Application for Employment Authorization, denied
16 by USCIS on the basis that they did not have a pending, renewed I-
17 485, Application to Register Permanent Residence or Adjust Status,
18 before the Immigration Court, Los Angeles, California.
19

20 6. "Approval Date" means the date upon which the Settlement provided for in
21 this Stipulation shall become effective, as set forth in paragraph 45 below.
22

23 7. "Plaintiff(s)" or "Named Plaintiffs" means Althea Pobre Dayo, Don
24 Cajucom, Jane Bullecer, Ruby Conda, Francis Raymond P. Dayo,
25 Wblespher Espinoza and Amada Espinoza.
26

27 8. "Plaintiffs' counsel" means David M. Sturman. Should Plaintiffs' counsel
28

1 change his name or merge with other entities, those new entities shall also
2 qualify as Plaintiffs' counsel.

3
4 9. "Released Parties" means any and all of the Defendants, their predecessors
5 and successors, their departments and agencies, and their past or present
6 agents, employees, and contractors.

7
8 10. "Settled Claims" means any and all claims, in law or equity, that were
9 asserted or that could have been asserted by Plaintiffs in this Action, based
10 upon the facts alleged or that could have been alleged in the Amended
11 Complaint relating to the subject of this Action.

12
13 11. "Settlement" means the settlement provided for in this Stipulation.

14
15 12. "I-485" means Application to Register Permanent Residence or Adjust
16 Status.

17
18 13. "I-765" means Application for Employment Authorization.

19
20 14. "Immigration Court" means the Immigration Court in Los Angeles,
21 California.

22
23 15. "DHS" means the Department of Homeland Security.

24
25 16. "Immigration Court Practice Manual" refers to the manual maintained by the
26 Office of the Chief Immigration Judge, Executive Office for Immigration
27 Review.

28
17. "His" means both male and female aliens.

1 **I. RELIEF AND REPORTING REGARDING THE PUTATIVE CLASS**
2 **AND PUTATIVE CLASS MEMBERS.**

3
4 18. Within ten (10) business days after the Approval Date, USCIS will provide
5 notice of the settlement to all named-Plaintiffs and their attorney(s) of record
6 by U.S. mail to their last address provided to USCIS. Within ten (10)
7
8 business days after the Approval Date, USCIS will provide public notice of
9 settlement to potential class members by posting the Notice of Settlement
10 attached as Exhibit 1 on USCIS's website and by disseminating the Notice
11 of Settlement through USCIS's Office of Communication and Office of
12 Public Engagement. USCIS will maintain public notice of settlement on its
13 website for one year from the date of its initial posting. Within ten (10)
14
15 business days after the Approval Date, the Los Angeles Immigration Court
16 will provide public notice of settlement to potential class members by
17 posting the Notice of Settlement attached as Exhibit 1 for public viewing in
18 the Court's public areas. The Los Angeles Immigration Court will maintain
19 public notice of settlement in its public areas for one year from the date of its
20 initial posting.
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25 19. Applicants who currently are pursuing federal court actions related to
26 USCIS's denial of an I-765 employment authorization claim arising under,
27 but not limited to, the Administrative Procedure Act, 5 U.S.C. § 701 *et seq.*,
28

1 the Mandamus Act at 28 U.S.C. § 1361 and the Declaratory Judgment Act at
2 28 U.S.C. § 2201, may benefit from the provisions of the settlement only if
3 they agree to voluntary dismissal of their federal court claims within sixty
4 (60) days after the Approval Date.
5

6 **A. Immigration Court Responsibilities.**

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8 20. An alien in removal proceedings who intends to renew his I-485 with the
9 Immigration Court will present two copies of the I-485 application he
10 originally filed with USCIS, or two copies of an I-485 application clearly
11 marked as an updated version of the application originally filed by the alien
12 with USCIS, including proof of proper fee payment, at the time of renewal
13 as follows: either before the Immigration Judge in the courtroom or, if
14 directed by the Immigration Judge, to be filed at the clerk's window; or,
15 should there be no hearing scheduled, by filing at the clerk's window along
16 with a motion by the alien that concedes removability as charged and
17 conveys his intent to renew his I-485. The Immigration Judge or court clerk
18 will stamp the first page of each copy of the alien's I-485 to confirm that the
19 alien's I-485 was received in the Immigration Court using one of the
20 attached examples in Exhibit 2. One copy of the stamped I-485 will be
21 provided to the alien's counsel (or the alien should he be unrepresented) and
22 shall serve as the alien's conformed copy. The other copy of the stamped I-
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1 485 will be placed in the alien’s record of proceedings before the
2 Immigration Court. The alien or his attorney may obtain a second
3 “conformed copy” of the I-485 application from the Immigration Court or
4 clerk’s window, for purposes of serving the second conformed copy on
5 DHS/ICE, by presenting three (3) copies of the I-485 application
6 as previously described in this paragraph along with proof of service on
7
8
9 DHS.

10 21. The Immigration Court has the discretion to provide the parties or their legal
11 representatives with copies of up to twenty-five (25) pages of documents
12 within the alien’s Record of Proceedings subject to the availability of court
13 resources. *See* Chapter 1.6(c) of the Immigration Court Practice Manual.
14 The documents must be clearly identified to the Immigration Court.
15
16

17 22. Defendants note that an alien or his attorney can submit a Freedom of
18 Information Act request in order to request his Record of Proceedings with
19 the Immigration Court. *See* Chapter 12.2 of the Immigration Court Practice
20 Manual.
21

22 23. Within the terms and conditions of this agreement the Immigration Court
23 can implement additional measures beyond those in Paragraph 20 as deemed
24 appropriate in Defendants’ sole and absolute discretion, including:
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26

27 A. Additional training to supplement training already given to all
28

1 Supervisory Clerks/Legal Assistants and Clerks/Legal Assistants
2 about updating entries of renewed I-485 applications filed with EOIR
3 into the Immigration Court's database system;
4

5 B. Additional training to supplement training already given to all
6 Immigration Judges on use of their individual date stamps to confirm
7 filings of renewed I-485 applications that are accepted in court; and
8

9 C. Additional training to supplement training already given to all
10 Supervisory Clerks/Legal Assistants and Clerks/Legal Assistants on
11 use of date stamps to confirm filings of renewed I-485 applications
12 that are accepted in court.
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15 24. At the next, regularly scheduled local American Immigration Lawyers
16 Association quarterly meeting in Los Angeles, California, immediately
17 following the Approval Date, the Immigration Court will provide
18 information about its existing and updated procedures for obtaining proof of
19 a renewed I-485 application.
20
21

22 **B. USCIS Responsibilities.**

23 25. USCIS recognizes that an I-485 properly renewed with the Immigration
24 Court by an alien in removal proceedings constitutes a "pending" application
25 for purposes of 8 C.F.R. § 274a.12(c)(9).
26

27 26. An alien seeking employment authorization by filing an I-765 under
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1 8 C.F.R. § 274a.12(c)(9) has the burden to establish that he has renewed his
2 I-485 with the Immigration Court in removal proceedings.

3 27. USCIS will accept a copy of the first page of the alien's I-485 bearing a date
4 stamp from the Immigration Court as evidence that the alien renewed his
5 I-485 with the Immigration Court and as evidence that the Immigration
6 Court accepted the alien's I-485 in removal proceedings. The copy of
7 the first page of the alien's I-485 bearing the Immigration Court's date
8 stamp must be included with the alien's I-765 application.

9 28. USCIS's acceptance of the I-485 described in paragraph 27 is solely for
10 evidentiary purposes only. The fact that an alien has renewed his I-485 with
11 the Immigration Court does not mean that an alien is *per se* eligible for
12 employment authorization and does not bar USCIS from denying an alien's
13 I-765 application based on articulated grounds within the Immigration and
14 Nationality Act and its attendant regulations.

15 29. Cases not able to be adjudicated are those in which: (a) the Applicants
16 failed to provide information requested by USCIS pursuant to the
17 regulations; (b) the Applicants failed to take some other action required by
18 USCIS pursuant to the regulations; (c) USCIS is awaiting receipt of
19 information from the Applicants; or (d) the Applicants have pending
20 individual federal court actions challenging the denial of an I-765
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1 application and where those claims have not been voluntarily dismissed.

2 30. Two hundred and fifty (250) days after the Approval date, the parties will
3 meet and confer to verify, in a manner mutually agreeable, that EOIR and
4 USCIS have met the terms identified in paragraphs 20 to 27 above.

5
6 31. If EOIR and USCIS have met the terms identified in paragraphs 20 to 27
7 above, the parties will file a joint stipulation to voluntarily dismiss the
8 action with prejudice within ten (10) days after they meet and confer.

9
10 32. If EOIR and USCIS have not met the terms identified in paragraphs 20 to 27
11 above, Plaintiffs' Counsel and Defendants' Counsel will attempt to resolve
12 any outstanding disputes.

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15 A. Plaintiffs' counsel will inform Defendants' Counsel on or before three
16 hundred (300) days after the Approval Date whether they will seek
17 relief from the Court. If no further relief is sought from the Court, the
18 parties will file a joint stipulation to voluntarily dismiss the action
19 with prejudice 365 days after the Approval Date.

20
21
22 B. The Court shall hear and, to the fullest extent possible,
23 obtain the agreement of both parties to resolve any dispute. If
24 Plaintiffs seek relief pursuant to this paragraph, the only issues to be
25 determined by the Court will be 1) whether Defendants' failure is
26 reasonable and 2) what relief, if any, should be ordered. The parties
27
28

1 will file a joint stipulation to voluntarily dismiss the action with
2 prejudice upon Defendants' compliance with any Order issued to
3 enforce this paragraph or after the Court's determination that
4 Defendants' failure was reasonable. The joint stipulation will also
5 ask the Court to vacate any enforcement order.
6

- 7
- 8 33. Starting from the Approval Date, upon learning of any facts that
9 constitute the basis for asserting that Defendants, without good cause
10 shown, have completely and materially failed to comply with the terms
11 imposed by the Settlement in paragraphs 20 to 27, Plaintiffs shall
12 promptly notify Defendants in writing within ten (10) days of learning of
13 Defendants' failure, inform Defendants of the facts that support the
14 contention and request a written response with respect thereto.
15
- 16
- 17 A. Both parties shall negotiate in good faith in an effort to resolve any
18 disputes.
19
- 20 B. If no resolution has occurred within thirty (30) days of the notice
21 provided to Defendants per paragraph 33 above, the Court shall hear
22 and, to the fullest extent possible, obtain the agreement of both parties
23 to resolve the dispute.
24
- 25 C. The parties agree that failure to comply with the terms in
26 paragraphs 20 to 27 of this Stipulation does not constitute a violation
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1 of this Settlement in the case of unforeseeable circumstances.

2 “Unforeseeable circumstances” include, but are not limited to, war,
3 invasion, hostilities, virulent contagious disease outbreaks requiring
4 quarantine, natural disasters, local fires, or other similar events that
5 impact the ability of either party to comply with the terms.
6

7
8 D. If Plaintiffs seek relief pursuant to this paragraph, the only issues to be
9 determined by the Court are 1) whether Defendants’ failure to meet
10 the term(s) at issue was reasonable, 2) whether Defendant’s failure to
11 issue work authorization was unreasonable and 3) if the Court
12 determines that Defendant’s failure to comply with Items 1 and 2
13 above was not reasonable, what relief should be ordered.
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16 **III. SETTLEMENT AS TO THE ESPINOZAS**

17
18 34. Wblespher Espinoza and Amada Espinoza have approved I-140s: On May
19 8, 2012, USCIS’s Administrative Appeals Office sustained the I-140 appeal
20 filed on their behalf and approved their I-140s.
21

22 35. The Immigration Court has no indication in the record of proceedings that
23 Wblespher Espinoza and Amada Espinoza renewed an I-485 in removal
24 proceedings.
25

26 36. Correspondingly, USCIS has no record that either Wblespher Espinoza or
27 Amada Espinoza filed an I-765 seeking employment authorization since
28

1 July 2009.

- 2 37. For purposes of settling the instant matter, Wblespher Espinoza and
3 Amada Espinoza may renew their I-485 with the Immigration Court by
4 presenting an I-485 to the Immigration Court at their next master
5 calendar hearing on September 25, 2012, or within sixty (60) days of the
6 Approval Date, whichever is later. Renewal of their I-485 will be pursuant
7 to the terms of this Settlement agreement outlined in paragraph 20 above.
8
- 9 38. Wblespher Espinoza and Amada Espinoza shall provide proof of
10 previously filed I-765 or file an I-765 with USCIS pursuant to the terms
11 of this Settlement agreement outlined in paragraphs 25 to 28 above within
12 thirty (30) days of renewing their I-485 with the Immigration Court as
13 outlined in paragraph 37.
14
- 15 39. Upon receipt of Wblespher Espinoza and Amada Espinoza's I-765s, USCIS
16 will adjudicate their I-765 applications within the regulatory prescribed time
17 period and determine their eligibility for employment authorization pursuant
18 to the terms of this Settlement Agreement at paragraphs 25 and 28 above.
19
- 20 40. This Settlement agreement does not bar Wblespher Espinoza and Amada
21 Espinoza from challenging in United States District Court the result of
22 USCIS's adjudication described in paragraph 39.
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1 **III. RELEASE; SCOPE AND EFFECT OF RELEASE**

2 41. Plaintiffs withdraw with prejudice their motion for certification of the class
3 in this action.
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5 42. Upon the approval of the Joint Stipulation to be filed pursuant to paragraph
6 31, this case will be dismissed with prejudice, and Plaintiffs, on behalf of
7 themselves, their heirs, executors, administrators, representatives, attorneys,
8 successors, assigns, agents, and affiliates shall be deemed to have fully,
9 finally, and forever released, relinquished and discharged Defendants of and
10 from any and all of the Settled Claims, and Plaintiffs shall forever be barred
11 and enjoined from bringing or prosecuting any Settled Claim against any of
12 the Defendants.
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16 **IV. CONTINUING JURISDICTION**

17 43. The parties agree that this Court will retain continuing jurisdiction for the
18 duration of the Settlement to supervise the implementation of this Settlement
19 and to enforce its terms. The Court's jurisdiction shall terminate pursuant to
20 the provisions of paragraphs 31, 32(B) and 33(D).
21
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23 **V. EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION**

24 44. The parties shall jointly present the proposed Settlement to the Court for
25 approval.
26

27 45. The effective date of this Settlement shall be the Approval Date, which shall
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1 be the date on which the parties are informed that the Court approves this
2 Settlement and enters a separate Order approving the settlement.

3
4 46. The obligations set forth in this Settlement Agreement will terminate on the
5 date that the parties file the joint stipulation of voluntary dismissal described
6 in Paragraph 31 or two years from the Approval Date, whichever is later.
7

8 **VI. NO ADMISSION OF WRONGDOING**

9 47. This Stipulation, whether or not executed, and any proceedings taken
10 pursuant to it:
11

12 A. Shall not be construed to waive, reduce or otherwise diminish the
13 authority of Defendants to enforce the laws of the United States
14 against applicants, consistent with the Constitution, laws of the United
15 States, and applicable regulations;
16

17
18 B. Shall not be offered or received against Defendants as evidence of, or
19 construed as or deemed to be evidence of, any presumption,
20 concession, or admission by any of the Defendants of the truth of any
21 fact alleged by Plaintiffs or the validity of any claim that had been or
22 could have been asserted in the Action or in any litigation, or the
23 deficiency of any defense that has been or could have been asserted in
24 the Action, or of any liability, negligence, of fault, or wrongdoing
25 of Defendants; or any admission by Defendants of any violations of,
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1 or failure to comply with, the Constitution, laws or regulations; and

2 C. Shall not be offered or received against Defendants as evidence of a
3 presumption, concession, or admission of any liability, negligence,
4 fault, or wrongdoing, or in any way referred to for any other reason as
5 against any of the parties to this Stipulation, in any other civil,
6 criminal, or administrative action or proceeding, other than such
7 proceedings as may be necessary to effectuate the provisions of
8 this Settlement; provided, however, that if this Settlement is approved
9 by the Court, the parties may refer to it and rely upon it to effectuate
10 the liability protection granted them hereunder.
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15 **VII. ATTORNEYS' FEES**

16 48. Within one hundred and twenty (120) days of the Approval date, Defendants
17 will deliver to Plaintiffs' Counsel the sum of \$350 in taxable costs under 28
18 U.S.C. § 1920, and \$70,000 in other fees, in settlement of all claims for
19 attorneys' fees and costs that could have been or will be claimed in this
20 litigation to date. Plaintiff's counsel does not waive any claims to attorney's
21 fees and costs should future litigation pursuant to paragraph 33(D) of this
22 Agreement arise in this matter prior to dismissal.
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26 **VIII. ADDITIONAL PROVISIONS**

27 49. This Settlement, and the obligations incurred herein, shall be in full and final
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1 disposition of the Action with prejudice, including any and all Settled
2 Claims against Defendants. On the Approval Date, Plaintiffs shall be
3 deemed to have fully, finally, and forever released, relinquished, and
4 discharged Defendants of and from any and all Settled Claims.
5

6 50. This Settlement may not be modified or amended, nor may any of its
7 provisions be waived except by a writing signed by all parties hereto or their
8 successors-in-interest.
9

10 51. The waiver by one party of any breach of this Settlement by any other party
11 shall not be deemed a waiver of any other prior or subsequent breach of this
12 Settlement.
13

14 52. This Settlement and its exhibits constitute the entire agreement among the
15 parties hereto concerning the Settlement of the Action, and no
16 representations, warranties, or inducements have been made by any party
17 hereto other than those contained and memorialized in such documents.
18

19 53. This Settlement may be executed in one or more counterparts. All executed
20 counterparts and each of them shall be deemed to be one and the same
21 instrument provided that counsel for the parties to this Settlement shall
22 exchange among themselves original signed counterparts.
23


24 54. This Settlement shall be binding upon, and inure to the benefit of, the
25 successors and assigns of the parties hereto.
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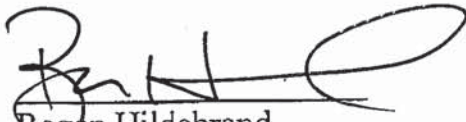
1 55. This Settlement shall not be construed more strictly against one party than
2 another merely by virtue of the fact that it, or any part of it, may have been
3 prepared by counsel for one of the parties, it being recognized by the parties
4 that this Settlement is the result of arm's length negotiations between the
5 parties and that all parties have contributed substantially and materially to
6 the preparation of this Settlement.
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9 56. In the event that any of the terms or provisions of this Agreement are
10 declared invalid or unenforceable by any Court of competent jurisdiction or
11 any Federal or State Government Agency having jurisdiction over the
12 subject matter of this Agreement, the remaining terms and provisions that
13 are not effected thereby shall remain in full force and effect.
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16 57. All counsel and any other person executing this Settlement and any of the
17 exhibits hereto, or any related settlement documents, warrant and represent
18 that they have the full authority to do so and that they have the authority to
19 take appropriate action required or permitted to be taken pursuant to the
20 Settlement to effectuate its terms.
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Attorney for Plaintiffs

Attorneys for Defendants

Dated: 7/25/12

Dated: 8/1/12

EXHIBIT 1

(USCIS letterhead)

NOTICE

This notice is for any individual who may benefit from a settlement negotiated in an action in the United States District Court for the Central District of California in *Dayo, et al. v. Napolitano*, 11-cv-00728.

Purpose of This Notice

This notice is to inform you of the settlement, explain how you may ensure your inclusion in the settlement group and provide you with assistance if you need additional information.

Generally

Plaintiffs brought this lawsuit in January 2011 to challenge United States Citizenship and Immigration Services' (USCIS) adjudication of employment authorization applications. Plaintiffs alleged that USCIS was unlawfully finding that an alien in removal proceedings who renewed his application for adjustment of status in removal proceedings did not have a pending application for employment authorization purposes. Further, Plaintiffs alleged that the Immigration Court in Los Angeles, California, was not providing them with documentary evidence that demonstrated that they had renewed their adjustment of status applications in removal proceedings.

The Parties

Plaintiffs are aliens who are in removal proceedings in the Immigration Court in Los Angeles, California, who renewed their adjustment of status application in removal proceedings and who were denied employment authorization by USCIS.

Defendants include USCIS and the Executive Office for Immigration Review.

Which Applicants Are Included?

Applicants are defined as individuals who, as of January 25, 2011:

- Filed an I-485, Application to Register Permanent Residence or Adjust Status, with USCIS;
- Had their I-485, Application to Register Permanent Residence or Adjust Status, denied by USCIS;
- Were issued a Notice to Appear by the Department of Homeland Security;
- Are in removal proceedings before the Immigration Court, Los Angeles, California;
- Renewed, will renew or will file a motion to review their I-485, Application to Register Permanent Residence or Adjust Status, in removal proceedings before the Immigration Court, Los Angeles, California;
- Filed an I-765, Application for Employment Authorization, with USCIS, in order to seek employment authorization during the pendency of their removal proceedings;
- Had their I-765, Application for Employment Authority, denied by USCIS on the

basis that they did not have evidence of a pending I-485, Application to Register Permanent Residence or Adjust Status, before the Immigration Court, Los Angeles, California.

If you fit all of the above requirements, and have filed an individual action in federal court seeking review over USCIS's denial of your employment authorization claim, please note that USCIS cannot adjudicate your application under the settlement agreement.

To benefit from the settlement adjudication benchmarks, you must voluntarily dismiss your action. The effective result of the agreement is that the Los Angeles Immigration Court will be able to provide you with proof of renewed filing of an adjustment application in order to support any I-765 application that is properly filed with USCIS in the future. Should your future application filed under the settlement agreement be denied, you would be able to refile your individual action against USCIS. In addition, should your application be denied, you are not barred from bringing a case against USCIS after exhaustion of any administrative remedies.

The decision to dismiss your individual case is left to you.

For More Information:

The attorney of record for plaintiffs is Mr. David M. Sturman, who can be contacted at the following address:

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EXHIBIT 2

RECEIVED
JUN -7 2012
THOMAS Y.K. FONG
IMMIGRATION JUDGE

RECEIVED
DEPARTMENT OF JUSTICE

APR 26 2012

EXECUTIVE OFFICE FOR
IMMIGRATION REVIEW
IMMIGRATION COURT
LOS ANGELES, CALIFORNIA

U.S. DEPARTMENT OF JUSTICE

12 JUN -5 AM 11: 52

IMMIGRATION AND
NATURALIZATION SERVICE
LOS ANGELES, CA

#9

#4

On this date, the court verified that this application
has been filed with the court.

~~Signature~~

APR - 9 2012

DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
IMMIGRATION COURT
LOS ANGELES, CALIFORNIA

CERTIFICATE OF SERVICE

Case No. 2:11-cv-00728-GW-SH

I hereby certify that on August 1, 2012, true and correct copies of the foregoing document were served pursuant to the district court's ECF electronic filing system to the following parties:

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s/ Regan Hildebrand
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