

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MAKE THE ROAD NEW YORK and CENTER FOR
CONSTITUTIONAL RIGHTS,

Plaintiffs,

v.

Civil Action No.
19-cv-4607

UNITED STATES DEPARTMENT OF HOMELAND
SECURITY, UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICES, IMMIGRATION &
CUSTOMS ENFORCEMENT, and
THE EXECUTIVE OFFICE OF IMMIGRATION
REVIEW of the UNITED STATES DEPARTMENT
OF JUSTICE,

(Cogan, J.)

Defendants.
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**STIPULATION FOR SETTLEMENT
AND RELEASE OF ALL CLAIMS**

WHEREAS, on June 21, 2018, Plaintiffs Make the Road New York and The Center for Constitutional Rights (collectively, “Plaintiffs”) submitted a request pursuant to the Freedom of Information Act (“FOIA”) addressed to, *inter alia*, U.S. Department of Homeland Security (“DHS”), U.S. Citizenship and Immigration Services (“USCIS”), and U.S. Immigration and Customs Enforcement (“ICE”) (the “First Request”);

WHEREAS, on May 8, 2019, Plaintiffs submitted a request pursuant to FOIA to, *inter alia*, DHS, USCIS, and ICE (the “Second Request”);

WHEREAS, on August 9, 2019, Plaintiffs submitted a request pursuant to FOIA to the Executive Office of Immigration Review of the Department of Justice (“EOIR”) (the “Third Request”);

WHEREAS, the First Request, Second Request, and Third Request (collectively, the “Requests”) sought agency records related to the Notice of Public Rulemaking titled “Inadmissibility on Public Charge Grounds,” published for public comment on October 10, 2018, and the draft notice that was submitted to the Office of Management and Budget on March 29, 2018;

WHEREAS, on August 9, 2019, Plaintiffs filed this action under FOIA, alleging that DHS, USCIS, ICE, and EOIR (collectively, “Defendants”) had not responded to the Requests;

WHEREAS, Defendants have conducted searches and produced non-exempt responsive records;

WHEREAS, Plaintiffs contend that they are entitled to attorney’s fees under 5 U.S.C. § 552(a)(4)(E)(i); and

WHEREAS, the parties now wish to resolve this matter without further litigation.

NOW, THEREFORE, it is hereby STIPULATED and AGREED between the parties as follows:

1. Plaintiffs will submit a new request pursuant to FOIA (the “New Request”) to USCIS before the parties file the stipulation of dismissal with prejudice of this action. The language in the New Request will be:

Any formal guidance, directives, instructions, or memoranda provided to or used by adjudicators in making public charge determinations for applicants for adjustment of status based upon family and employment-based petitions. Plaintiffs seek only final guidance(s) and memoranda utilized by the agency, not earlier draft versions of such documents. Furthermore, Plaintiffs do not seek records regarding the determinations of the merits for underlying family-based or employment visas, but rather the guidance, directives, instructions or memoranda used for making public charge determinations at the adjustment of status stage.

2. USCIS will produce all non-exempt records responsive to the New Request within sixty (60) days after the parties file their stipulation of dismissal with the Court.

3. Plaintiffs waive their right to challenge in any respect or manner USCIS's response to the New Request.

4. As soon as reasonably practicable, Defendants shall pay to Plaintiffs via electronic funds transfer to the IOLTA account of Plaintiffs' counsel the sum of THIRTEEN THOUSAND, SEVEN HUNDRED, TEN DOLLARS, AND SIXTY-THREE CENTERS (\$13,710.63) in attorney's fees and litigation costs, pursuant to 5 U.S.C. § 552(a)(4)(E), which sum Plaintiffs agree to accept as full payment of any attorney's fees and costs Plaintiffs have incurred or will incur in this action for services performed up to the date of this Stipulation for Settlement and Release of All Claims.

5. This action is hereby dismissed with prejudice, and without costs or fees other than as provided in paragraph 4 of this Stipulation for Settlement and Release of All Claims.

6. The parties understand and agree that this Stipulation for Settlement and Release of All Claims contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

7. The parties understand and agree that the parties may sign this Stipulation for Settlement and Release of All Claims in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation and Order. PDFs of signatures shall have the same force and effect as original signatures and constitute acceptable, binding signatures for purposes of this Stipulation for Settlement and Release of All Claims.

