



1 for LPRs seeking extension of the document evidencing their status;

2 WHEREAS, Plaintiffs alleged that the stickers that USCIS affixed to expired LPR cards to  
3 extend expiration dates were not valid long enough to process I-90s, as set forth in their published  
4 schedules;

5 WHEREAS, Defendants deny the allegations in Plaintiffs' Second Amended Complaint;

6 WHEREAS, the Parties believe it is in their mutual interest to settle the litigation to avoid the  
7 risks and burdens of trial in this matter, and accordingly enter into this Pantoja agreement to resolve  
8 all claims brought forth in the instant action.

9 NOW, THEREFORE, in full settlement of the pending litigation and undertakings set forth  
10 herein, the sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed, by and  
11 between the undersigned, as follows:

12 **I. Parties**

13 1. Plaintiffs are the three Plaintiffs named in the Second Amended Complaint: Jesus  
14 Rodriguez-Padilla, Guadalupe Gonzalez-Mora, and Reynaldo Ozuna-Villareal.

15 2. Defendants are Dora Sanchez, Field Officer in Charge, USCIS, Harlingen TX;  
16 Michael Chertoff, Secretary of U.S. Department of Homeland Security (DHS); and the United States  
17 of America.

18 **II. Terms of Agreement**

19 3. The effective date of this agreement is the final date on which the Parties'  
20 representatives sign below.

21 4. Plaintiffs agree to dismiss their Second Amended Complaint as to the named  
22 plaintiffs within 10 days of the effective date of this agreement.

23 5. Plaintiffs agree to withdraw their motion for class certification within 10 days of the  
24 effective date of this agreement.

25 6. Plaintiffs agree to withdraw their pending opposed motion on behalf of Julian  
26 Alvarado-Chavez, an unnamed member of the putative class herein, to intervene as a named  
27 plaintiff. The motion will be withdrawn within 10 days of the effective date of this agreement.

1           7. Defendants agree to pay \$7,500 in attorney fees as part of the comprehensive  
2 settlement within 60 days of the effective date of this agreement. The payment of \$7,500 will be  
3 made to Refugio del Rio Grande, Inc., and will fully satisfy all claims for attorney fees and costs in  
4 this action. Plaintiffs will not seek additional fees or costs under the Equal Access to Justice Act or  
5 any other provision of law.

6           8. The Parties agree with respect to the named Plaintiffs and interveners that Defendants  
7 have satisfied all issues alleged in the Second Amended Complaint, and are making good faith  
8 efforts to resolve said issues with respect to members of the putative class.

9           9. This agreement applies to and is binding upon all Plaintiffs and Defendants, including  
10 Defendants' officers, agents, employees, successors and assigns.

11           **III. Dispute Resolution During Life of Agreement and Termination**

12           10. To the extent one Party contends that the other is not abiding by the terms of the  
13 agreement during the two (2) years this agreement is in effect, or if Plaintiffs come forward during  
14 the two-year period with evidence of ongoing practices challenged in the Second Amended  
15 Complaint, the Parties agree to negotiate in good faith to resolve any existing disputes.

16           11. The Parties further agree that, prior to bringing any enforcement action, and only after  
17 good faith negotiations between the Parties' counsel fail, the Parties will attempt to resolve any  
18 disputes with the assistance of a United States Magistrate Judge in the District Court for the  
19 Southern District of Texas.

20           12. The Parties agree that, for the life of the agreement, the United State District Court for  
21 the Southern District of Texas has jurisdiction to enforce the provisions of this agreement. However,  
22 the Parties agree that Plaintiffs will bring no enforcement action without first obtaining a  
23 certification from a United States Magistrate Judge that good faith negotiations between the Parties  
24 have occurred and that disputes between the Parties are irreconcilable without Court intervention. If  
25 parties are unable to reach an agreement after good faith negotiations and after a certificate has been  
26 obtained from a United States Magistrate Judge, the parties agree that the matter should be brought  
27 before Judge Randy Crane, United States District Court Judge for the Southern District of Texas.

28           13. This agreement constitutes the entire agreement among the Parties as to the claims

1 raised by Plaintiffs in the Second Amended Complaint.

2 14. This is an integrated agreement and may not be altered or modified except by a  
3 writing signed by all Parties in interest at the time of the authorization and modification.

4 15. This agreement and all responsibility and obligations set forth herein shall terminate  
5 two (2) years from the effective date of this agreement at which time the Parties shall move that the  
6 case be dismissed with prejudice.

7 **III. No Admission of Liability**

8 16. The Parties understand and expressly agree that the terms of this agreement and the  
9 settlement provided for herein, are intended to compromise disputed claims, to avoid litigation, and  
10 to buy peace, and that this agreement and the settlement provided for herein do not constitute and  
11 shall not be construed or viewed as an admission of any wrongdoing or liability by any Party.

12 **IV. Representations**

13 17. The Parties to this agreement represent and warrant unto each other that:

14 A. Each of them has legal capacity, and authority to compromise and release all  
15 claims as provided herein;

16 B. Each of them has the legal capacity and authority to enter into and perform all  
17 the terms of this agreement; and

18 C. Each of them has read this agreement, understands its terms, and intends to be  
19 legally bound by it.

20 **V. Sufficiency of Consideration**

21 18. The Parties acknowledge that the covenants contained in this agreement provide good  
22 and sufficient consideration for every promise, duty, release, obligation, agreement, and right  
23 contained in this agreement.

24 **VI. Advice of Counsel**

25 19. Each Party to this agreement acknowledges that it has had the benefit of advice of  
26 competent legal counsel with respect to the decision to enter into this agreement and the settlement  
27 provided for herein.  
28

1 **VII. Mutual Exclusivity of Provisions**

2 20. If any provision of this agreement is declared invalid, illegal or unenforceable in any  
3 respect, the remaining provisions shall remain in full force and effect, unaffected and unimpaired.

4 **VIII. Defense of Agreement**

5 21. The Parties agree to defend the provisions of this agreement. The Parties shall notify  
6 each other of any court challenge to this agreement.

7 **IX. Successors**

8 22. This agreement shall be binding on all successors, assignees, employees, and all those  
9 working for or on behalf of Defendants and Plaintiffs.

10 **X. Titles and Headings**

11 23. Titles and headings to Articles and Sections herein are inserted for convenience and  
12 reference only, and are not intended to be part of or to affect the meaning or interpretation of this  
13 agreement.

14 For PLAINTIFFS

15 By: Elisabeth (Lisa) S. Brodyaga Date: 8/29/08  
16 Elisabeth Lisa S Brodyaga  
17 Attorney At Law  
Refugio del Rio Grande, Inc

18 For DEFENDANTS

19 By: Arthur J. Rizer Date: 29 Aug 08  
20 Arthur Rizer  
21 Trial Attorney  
22 Office of Immigration Litigation  
District Court Section  
Civil Division