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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

12 NATIONAL BAIL FUND NETWORK, et al.,) Case No. 4:22-cv-07772-HSG
13 Plaintiffs,)
14 v.) **STIPULATION OF**
15 U.S. IMMIGRATION AND CUSTOMS) **SETTLEMENT; ORDER**
16 ENFORCEMENT and U.S. DEPARTMENT)
17 OF HOMELAND SECURITY,)
18 Defendants.)

19 IT IS HEREBY STIPULATED by and between the undersigned Plaintiffs National Bail Fund
20 Network, NorCal Resist, Refugee and Immigrant Center for Education and Legal Services, Prairielands
21 Freedom Fund, and American Immigration Council (collectively, “Plaintiffs”) and Defendants U.S.
22 Immigration and Customs Enforcement and U.S. Department of Homeland Security (collectively,
23 “Defendants”), by and through their respective attorneys, as follows:

24 WHEREAS, Plaintiffs filed the above-captioned action under the Freedom of Information Act
25 (“FOIA”), 5 U.S.C. § 552(a)(4)(B) on December 8, 2022;
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1 WHEREAS, Plaintiffs and Defendants wish to avoid any further litigation and controversy and
2 to settle and compromise fully any and all claims and issues that have been raised, or could have been
3 raised, in this action;

4 NOW, THEREFORE, in consideration of the mutual promises contained in this Stipulation of
5 Settlement (“Stipulation”), and other good and valuable consideration, the parties agree as follows:

6 1. No later than 30 days following the Court’s approval of this Stipulation, Defendant U.S.
7 Immigration and Customs Enforcement (“ICE”) shall (1) send an instruction to each ICE Enforcement
8 and Removal Operations (“ERO”) field office asking them to provide any records that they maintain—
9 apart from those that originated with ICE’s Enforcement and Removal Operations, Bond Management
10 Unit (“ERO-BMU”)—regarding bond processing or to confirm that they have none, and (2) search
11 ERO-BMU for the following categories of documents: (i) records relating to directives and instructions
12 to ICE field offices and employees regarding CeBonds; (ii) records relating to procedures, forms and
13 instructions regarding in-person bond payments; and (iii) records relating to procedures, forms and
14 instructions for physical release of a non-citizen, including instances in which physical release may be
15 delayed, upon the posting of a bond via CeBonds (the “Supplemental Search”). Subject to any
16 applicable FOIA exemptions, ICE shall release the processed records of the Supplemental Search, if
17 any, to Plaintiffs no later than 60 days following the Court’s approval of this Stipulation. In exchange,
18 Plaintiffs waive any challenge to the reasonableness, adequacy, or sufficiency of Defendants’ search for
19 records sought in their June 24, 2022 letter to Defendants (Dkt. 1-1) and through the Supplemental
20 Search. If Plaintiffs are dissatisfied with ICE’s withholdings in the Supplemental Search release,
21 Plaintiffs shall raise those concerns to Defendants within 30 days of ICE’s final release of records
22 processed from the Supplemental Search. ICE shall consider Plaintiffs’ challenges to withholdings in
23 good faith and respond to Plaintiffs within 30 days from the time that Plaintiffs raise challenges to any
24 withholdings.

25 2. No later than 30 days following the Court’s approval of this Stipulation, ICE will
26 discretionarily release to Plaintiffs the information redacted pursuant to FOIA exemption b(5) in the
27 document previously released to Plaintiffs as 2023-ICLI-00011_704.

28 3. No later than 30 days following the Court’s approval of this Stipulation, ICE will add a

1 “Bond Processing” header to its FOIA Library webpage and make available under that header the
2 documents released to Plaintiffs as 2023-ICLI-00011_567-642 and 2023-ICLI-00011_643-645. Upon
3 request by Plaintiffs within 30 days of the re-release described in Paragraph 2 above, ICE will also make
4 available under that header the document re-released as 2023-ICLI-00011_704. Plaintiffs reserve the
5 ability to request that ICE make available under that header other records that are released pursuant to
6 the Supplemental Search; ICE agrees to consider such requests without commitment of its response.

7 4. Defendants shall pay \$15,000 (fifteen thousand dollars and zero cents) to Plaintiffs in full
8 and complete satisfaction of Plaintiffs’ claims for attorneys’ fees, costs, and litigation expenses under
9 the FOIA, 5 U.S.C. § 552, as amended, in the above-captioned matter. This payment shall constitute full
10 and final satisfaction of any and all of Plaintiffs’ claims for attorneys’ fees, costs, and litigation expenses
11 that have been or will be incurred in the above-captioned matter, and is inclusive of any interest.

12 Payment of this money will be made by one electronic funds transfer or check promptly after
13 notification of the Court’s entry of this Stipulation and after receipt of necessary information from
14 Plaintiffs in order to effectuate the payment. Defendants will make all reasonable efforts to make
15 payment within thirty (30) days of the date that Plaintiffs’ counsel provides the necessary information
16 for the electronic funds transfer and this Stipulation is approved by the Court, whichever is later, but
17 cannot guarantee payment within that time frame.

18 5. In consideration of the terms set forth in this Stipulation, Plaintiffs hereby release and
19 forever discharge Defendants, their successors, the United States of America, and any department,
20 agency, or establishment of the United States, and any officers, employees, agents, successors, or
21 assigns of such department, agency, or establishment, from any and all claims and causes of action that
22 Plaintiffs assert or could have asserted in this litigation, or which hereafter could be asserted by reason
23 of, or with respect to, or in connection with, or which arise out of, the specific FOIA requests on which
24 this action is based, including but not limited to all past, present, or future claims for attorneys’ fees,
25 costs, or litigation expenses in connection with the above-captioned litigation.

26 6. ICE agrees that this Stipulation does not preclude Plaintiffs from submitting FOIA
27 requests pursuant to 5 U.S.C. § 552(a)(3) in the future for records related to CeBonds.

28 7. The provisions of California Civil Code Section 1542 are set forth below:

1 “A general release does not extend to claims that the creditor or releasing party does not know or
2 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.”

3 Plaintiffs having been apprised of the statutory language of Civil Code Section 1542 by Plaintiffs’
4 attorney, and fully understanding the same, nevertheless elects to waive the benefits of any and all rights
5 Plaintiffs may have pursuant to the provision of that statute and any similar provision of federal law.
6 Plaintiffs understand that, if the facts concerning any injuries, liability for damages pertaining thereto, or
7 liability for attorneys’ fees, costs or litigation expenses are found hereafter to be other than or different
8 than the facts now believed by it to be true, this Stipulation shall be and remain effective
9 notwithstanding such material difference.

10 8. In consideration of the terms of this Stipulation, Plaintiffs agree to execute a Stipulation
11 of Dismissal within seven days of the Court’s approval of this Stipulation, a copy of which is attached
12 hereto as Exhibit A. The Stipulation of Dismissal shall dismiss, with prejudice, all claims asserted in
13 this action, or that could have been asserted in this action. The fully executed Stipulation of Dismissal
14 will be held by Defendants’ attorney and will be filed with the Court within five (5) business days of the
15 expiration of the final 30-day period set forth in Paragraph 1 above.

16 9. The parties acknowledge that this Stipulation is entered into solely for the purpose of
17 settling and compromising any remaining claims in this action without further litigation, and it shall not
18 be construed as evidence or as an admission on the part of Defendants, the United States, its agents,
19 servants, or employees regarding any issue of law or fact, or regarding the truth or validity of any
20 allegation or claim raised in this action, or as evidence or as an admission by the Defendants regarding
21 Plaintiffs’ entitlement to attorneys’ fees, costs, or other litigation expenses under FOIA. This
22 Stipulation shall not be used in any manner to establish liability for fees or costs in any other case or
23 proceeding involving Defendants.

24 10. This Stipulation is binding upon and inures to the benefit of the parties hereto and their
25 respective successors and assigns.
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1 11. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the
2 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or
3 impaired thereby.

4 12. This Stipulation shall constitute the entire agreement between the parties, and it is
5 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the
6 parties hereto. The parties further acknowledge that no warranties or representations have been made on
7 any subject other than as set forth in this Stipulation.

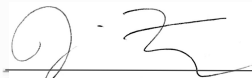
8 13. The persons signing this Stipulation warrant and represent that they possess full authority
9 to bind the persons on whose behalf they are signing to the terms of the Stipulation.

10 14. This Stipulation may not be altered, modified or otherwise changed in any respect except
11 in writing, duly executed by all of the parties or their authorized representatives.

12 15. It is contemplated that this Stipulation may be executed in several counterparts, with a
13 separate signature page for each party. All such counterparts and signature pages, together, shall be
14 deemed to be one document.

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16 IT IS SO STIPULATED.

17 DATED: January 11, 2024



18 _____
Jessica Zhang
19 Attorney for Plaintiffs National Bail Fund Network, NorCal
20 Resist, Refugee and Immigrant Center for Education and
21 Legal Services, Prairielands Freedom Fund, and American
Immigration Council

22 ISMAIL J. RAMSEY
23 United States Attorney

24 DATED: January 11, 2024


By:



25 _____
Sapna Mehta
26 Assistant United States Attorney
27 Attorney for Defendants
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 1/11/2024


HON. HAYWOOD S. GILLIAM, JR.
United States District Judge

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