

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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HAMEED KHALID DARWEESH, et al.,	:	
	:	
Petitioners,	:	Civil Action No.
	:	17-CV-480
v.	:	
DONALD TRUMP, President of the United States,	:	(Amon, J.)
et al.,	:	
	:	
Respondents.	:	
	:	
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SETTLEMENT AGREEMENT

Petitioners Hameed Khalid Darweesh and Haider Sameer Abdulkhaleq Alshawi and Respondents the President of the United States, the U.S. Department of Homeland Security, U.S. Customs and Border Protection (“CBP”), the Secretary of Homeland Security, the Commissioner of CBP, and the CBP New York Field Office Director in their official capacities settle and compromise the claims against Respondents in the above-captioned matter on the following terms and conditions:

WHEREAS the parties to this Agreement propose to fully and finally resolve their dispute pursuant to this Agreement without the further costs, burdens, and risks of litigation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

Definitions

1. “Petitioners” means Hameed Khalid Darweesh and Haider Sameer Abdulkhaleq Alshawi.

2. “Respondents” means the President of the United States, the Department of Homeland Security, CBP, the Secretary of Homeland Security, the Commissioner of CBP, and the CBP New York Field Office Director, in their official capacities.
3. “Parties” means both Petitioners and Respondents.
4. The “Executive Order” means the January 27, 2017 Executive Order entitled “Protecting the Nation from Foreign Terrorist Entry Into the United States,” Exec. Order No. 13,769, 82 Fed. Reg. 8,977.
5. The “Letter” means the letter that has been negotiated by the Parties and is attached to this Agreement as Exhibit A.
6. “Letter Recipients” means all individuals who, as of the date of the execution of this Agreement, provided contact information (either an e-mail address, phone number, or mailing address) in visa applications filed with the U.S. Department of State, and are known to Respondents to meet all of the following conditions: applied for admission at a port of entry in the United States; were found inadmissible solely as a result of the Executive Order; withdrew their application for admission; and since their withdrawal have neither entered the United States nor sought a visa for future travel to the United States.
7. “Agreement” means the present settlement agreement and all of its terms.

General Provisions

8. Best Interests of Parties. In entering this agreement, the Parties agree and represent that this Agreement serves the best interests of the Parties.

9. No Admission of Wrongdoing or Liability. Nothing in this Agreement shall be construed as an acknowledgment, admission, or evidence of any liability of Respondents, their employees, or agents, known or unknown. This Agreement may not be used as evidence of liability in this or any other proceeding.
10. Binding Agreement. This Agreement is binding upon Petitioners and their heirs, legal representatives and assigns, and upon Respondents and Respondents' successors in office, employees, and agents. This Agreement is solely between the Parties. This Agreement does not, and is not intended to, benefit any third parties or create any enforceable rights for any third party.
11. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties. This Agreement supersedes all prior agreements, representations, statements, promises, and understandings, whether oral or written, express or implied, with respect to this Agreement. This is an integrated agreement and may not be altered or modified, except by a writing signed by all representatives of all Parties at the time of authorization and modification.
12. Effective Date and Execution. This Agreement shall become effective when signed by all of the individuals listed below. The Agreement may be executed in counterparts. Facsimile or electronically scanned pages are as effective as an original.
13. Reliance on Own Counsel. All Parties acknowledge that, in entering into this Agreement, they have relied upon the legal advice of their respective attorneys, and that the Agreement's terms are fully understood and voluntarily accepted by them.
14. Governing Law. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by all parties to this Agreement and

shall not, therefore, be construed against any party as the author or drafter of the Agreement.

Substantive Provisions

15. Respondents agree that within fourteen days of the execution of this Agreement, they will transmit a copy of the Letter to each Letter Recipient at the email address listed on the Letter Recipient's most recent visa application. The Letter will be transmitted in English and in Arabic and/or Farsi. Respondents have no obligation to confirm receipt of email and/or Letter by Letter Recipient.
16. Respondents agree that within seven days of fully complying with Paragraph 15, they will notify Petitioners of such compliance.
17. Respondents agree that on the date Respondents provide the notice required under Paragraph 16, they will designate in writing an individual within the U.S. Department of Justice who will serve as the point of contact for Petitioners' counsel for a period of 90 days from the date of the Paragraph 16 notice (the "Designee"). In the event Petitioners' counsel identify an individual who applied for admission at a port of entry in the United States, was found inadmissible solely as a result of the Executive Order, withdrew his or her application for admission, has not entered the United States since his or her withdrawal, and wishes to return to the United States, the Designee will work in good faith with Petitioners' counsel and all relevant government officials, including officials of the U.S. Department of State, U.S. Department of Homeland Security, and U.S. Department of Justice, to coordinate the processing of any application for a new visa or other travel document. The Parties agree that neither the Designee nor Respondents will

have any obligation to coordinate return of any individuals under this Agreement after expiration of the 90-day period.

18. The Parties agree that this Agreement does not entitle any Letter Recipient or other individual to a visa or other travel document. The Parties agree that, notwithstanding this Agreement, Letter Recipients remain subject to the provisions of the Immigration and Nationality Act and other applicable law, and as such may be found ineligible for a visa or travel document and, even after visa or travel document issuance, may be found inadmissible at a port of entry.
19. Petitioners agree that within seven days of receiving the notice of compliance described in Paragraph 16, Petitioners will file a Stipulated Dismissal in the above-captioned matter pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Stipulated Dismissal will state that the Parties agree that this action should be dismissed with prejudice, with each party to bear its own fees and costs, and that the Court does not retain jurisdiction to enforce the terms of this Agreement except as herein described.
20. Petitioners agree to waive and release all claims, known or unknown, that they have or may hereafter acquire, for declaratory and injunctive relief or monetary damages based on any challenge to the legality of, or otherwise related to, any inspection, detention, denial of admission, or any other action taken by any of the Respondents pursuant to the Executive Order, against all Respondents and their officers, employees, or agents, past or present, in their official and individual capacities. This waiver and release includes, but is not limited to, Petitioners' claims for declaratory and injunctive relief that are expressed in their "Petition for Writ of Habeas Corpus and Complaint for Declaratory and Injunctive Relief" (ECF No. 1).

21. The Parties agree to bear their own attorneys' fees and costs in this action. Petitioners agree that they shall not seek, solicit, or request attorneys' fees or litigation costs provided under the Equal Access to Justice Act, 28 U.S.C. § 2412, or any other provision.

22. Except as provided in Paragraph 17, upon Petitioners' filing of the Stipulated Dismissal as required by Paragraph 19, the Parties will have no further obligations to each other.

The district court's jurisdiction to enforce the terms in Paragraph 17 shall expire 90 days after the date Respondents provide the Paragraph 16 notice.

Signatures of the Parties:

Hameed Khalid Darweesh

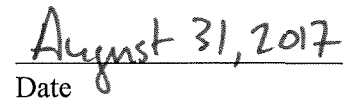
Date

Haider Sameer Abdulkhaleq Alshawi

Date




Muneer I. Ahmad
Counsel for Petitioners



Date

I understand the settlement
agreement in Darweesh v. Trump
and consent to it.

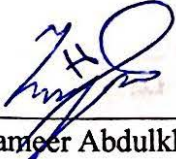


Hameed K. Darweesh

Signatures of the Parties:

Hameed Khalid Darweesh

Date



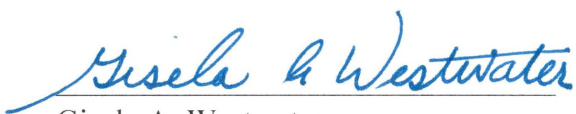
Haider Sameer Abdulkhaleq Alshawi

08/31/2017
Date

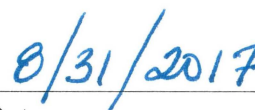
Muneer I. Ahmad
Counsel for Petitioners

Date

Chad A. Readler
Acting Assistant Attorney General
Civil Division
U.S. Department of Justice



Gisela A. Westwater
Counsel for Respondents



Date

EXHIBIT

A

To be circulated to individuals defined as “Letter Recipients” in Paragraph 6 of the Settlement Agreement:

Subject: Reapplying for a Nonimmigrant Visa Following Revocation of Executive Order 13,769

We wrote to you before because you have not entered the United States. If you still want to travel to the United States, you may contact your nearest U.S. embassy or consulate. You may also contact non-governmental organizations and attorneys that might be able to assist you free of charge. (See attached.)

We wish to advise you that, should you wish to apply for a new visa, Executive Order 13,769 has been revoked and you are free to pursue a new visa application at any time. The previous revocation/cancellation of your visa pursuant to Executive Order 13,769 will not adversely affect a new visa application. In fact, a subsequent order, Executive Order 13,780 provides that “[a]ny individual whose visa was marked revoked or marked canceled as a result of Executive Order 13769 shall be entitled to a travel document confirming that the individual is permitted to travel to the United States and seek entry. Any prior cancellation or revocation of a visa that was solely pursuant to Executive Order 13769 shall not be the basis of inadmissibility for any future determination about entry or admissibility.”

While you are not required to engage an attorney or other third party to assist you with your visa application, should you wish to do so, there are non-governmental organizations and attorneys that might be able to assist you in preparing your visa application. As required by regulation, the U.S. Department of Justice’s Executive Office for Immigration Review (EOIR) maintains a List of Pro Bono Legal Service Providers (List). *See* 8 C.F.R. § 1003.61 and

§ 1292.2. The information posted on the List is provided to EOIR by the pro bono legal service providers and the recognized organizations. The List is searchable by state. For instance, in the National Capital Region, the List for the Arlington, Virginia immigration court may be found here: <https://www.justice.gov/eoir/file/ProBonoVA/download>, and is included as an attachment to this message. EOIR does not endorse any of these organizations, referral services, or attorneys. In addition, EOIR does not participate in, nor is it responsible for, the representation decisions or performance of these organizations, referral services, or attorneys. Please note, it is your responsibility to contact any non-governmental organization or attorney. And, the U.S. government neither endorses the services provided by any non-governmental organization or attorney, nor vouches for their qualifications or quality of services. The U.S. government does not warrant that any non-governmental organization or attorney will provide assistance in a given case.

Of course, we are precluded by U.S. law from guaranteeing that you will be found eligible for and issued a visa. We are additionally precluded from providing any guarantee that you will be granted admission at a port of entry should you be issued a visa. Nevertheless, we assure you that any application will be given proper consideration.

* Non Profit Organization

** Referral Service

*** Private Attorney

List of Pro Bono Legal Service Providers

Updated July 2017

<http://www.justice.gov/eoir/list-pro-bono-legal-service-providers>

Virginia

Disclaimer: As required by 8 C.F.R. § 1003.61, the Executive Office for Immigration Review (EOIR), Office of the Director, Office of Legal Access Programs maintains a list of organizations and attorneys qualified under the regulations who provide pro bono or free legal services. The information posted on this list is provided to EOIR by the Providers. EOIR does not endorse any of these organizations or attorneys. Additionally, EOIR does not participate in, nor is it responsible for, the representation decisions or performance of these organizations or attorneys.

List of Pro Bono Legal Service Providers

Updated July 2017

<http://www.justice.gov/eoir/list-pro-bono-legal-service-providers>

Arlington Immigration Court

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<p>Catholic Charities Immigration Legal Services of Washington D.C.*</p> <p>924 G Street, N.W. Washington, DC 20001 Tel: (202) 772-4356 www.catholiccharitiesdc.org/ILS Walk-in Intake: Tuesdays at 9:30am</p> <p>1618 Monroe Street, N.W. Washington, DC 20010 Tel: (202) 939-2420 Walk-in Intake: Wednesdays at 9:00am</p> <p>201 E. Diamond Avenue, 3rd floor Gaithersburg, MD 20877 Tel: 301-740-2523 Walk-in Intake: Wednesdays at 9:00am</p> <p>12247 Georgia Avenue Silver Spring, MD 20902 Tel: (301) 942-1790</p> <p>Walk-In Intake: Thursdays at 8:00am Intake Closed the Last Thursday of the Month</p> <p>201 E. Diamond Avenue, 3rd Floor Gaithersburg, MD 20877 Tel: (301) 740-2523</p> <p>Group Talk and Consultations: Wednesdays at 12:00pm</p> <ul style="list-style-type: none"> • First come first serve • Please bring all your documents • If you have been arrested, bring related documents 	<p>George Washington University Law School Immigration Clinic*</p> <p>565 20th St NW Washington, DC 20052 (202) 994-7463 law.gwu.edu/immigration-clinic</p> <ul style="list-style-type: none"> • All forms of relief from removal • Must call for appointment <p>• Intake is open during academic semesters only</p> <p>Human Rights First*</p> <p>805 15th Street NW, Suite 900 Washington DC 20005 Phone: (202) 370-3313 www.humanrightsfirst.org/asylum/asylum-seekers-and-potential-clients-refugee-protection/probono-program/</p> <ul style="list-style-type: none"> • Provide representation for non-detained asylum seekers before the Arlington and Baltimore Courts who are admitted into our program • Must be afraid to return to home country due to persecution or torture • No walk-ins, call via telephone for assistance • Leave a message and our staff will call you back to conduct a full interview • Languages: Spanish, French, Amharic, Tigrinya, others as needed <p>HIAS (Silver Spring)*</p> <p>1300 Spring St, Suite 500 Silver Spring, MD 20190 Phone: (301) 844-7248 legalhelp@hias.org www.hias.org</p> <ul style="list-style-type: none"> • Children and families from Central America seeking humanitarian relief • Asylum seekers who are scientists, sholars, artists, or professionals • Languages: Spanish and Portugeuse

Disclaimer: As required by 8 C.F.R. § 1003.61, the Executive Office for Immigration Review (EOIR), Office of the Director, Office of Legal Access Programs maintains a list of organizations and attorneys qualified under the regulations who provide pro bono or free legal services. The information posted on this list is provided to EOIR by the Providers. EOIR does not endorse any of these organizations or attorneys. Additionally, EOIR does not participate in, nor is it responsible for, the representation decisions or performance of these organizations or attorneys.

List of Pro Bono Legal Service Providers

Updated July 2017

<http://www.justice.gov/eoir/list-pro-bono-legal-service-providers>

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<p>Capital Area Immigrants' Rights (CAIR) Coalition*</p> <p>1612 K Street, NW, Ste. 204 Washington, DC 20006 (202) 331-3320 - Main Line (202) 331-3329 - Detention Hotline Fax: (202) 331-3341</p> <ul style="list-style-type: none"> • Provides legal services to detained individuals before the Arlington and Baltimore Immigration Courts 	<p>Kids In Need of Defense (KIND)*</p> <p>Washington DC Office 2815 Hartland Rd, Suite 110 Falls Church, VA 22043 Tel: (202) 670-3585 Fax: (703) 942-6798 infodc@supportkind.org www.supportkind.org</p> <ul style="list-style-type: none"> • KIND only represents minors and unaccompanied children • KIND ayuda a menores de edad y nino/as no-acompanados
<p>Georgetown University Law Center*</p> <p>Center for Applied Legal Studies 600 New Jersey Avenue, NW, Suite 332 Washington, DC 20001 (202) 662-9565</p> <ul style="list-style-type: none"> • Call first. Must have an appointment • Represents only non-detainees • Represents aliens seeking Asylum in removal proceedings 	<p>Northern Virginia Family Service*</p> <p>6400 Arlington Blvd, Suite 110 Falls Church, VA 22042 Phone: (571) 748-2806 Fax: (703) 237-2083 www.nvfs.org</p> <ul style="list-style-type: none"> • No detained clients • Languages: Spanish with interpretation in other languages
<p>Catholic Immigration Service, Inc.*</p> <p>1720 I (Eye) Street, NW, Ste. 607 Washington, DC 20006 (202) 466-6611 catholicisorganization@gmail.com</p> <ul style="list-style-type: none"> • Represents individuals in removal proceedings & adjustment of status • Represents unaccompanied children (UAC) • Represents individuals under DACA and (TPS) proceedings • Will not represent those with criminal convictions 	<p>Ayuda*</p> <p>2755 Hartland Road, Suite 100 Falls Church, Virginia 22043 Tel: (703) 444-7009 Fax: (703) 444-0038 www.ayuda.com</p> <ul style="list-style-type: none"> • All case types, non-detained only • No calls from detention • Will consider cases with criminal convictions • Languages: Spanish, French and Portuguese

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