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*and the Amended Claim 6 Class*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

JANE DOE 1, et al.,

Plaintiffs,

v.

ALEJANDRO MAYORKAS, et al.,

Defendants.

Case No. 5:18-cv-2349-BLF-VKD

~~PROPOSED~~ ORDER GRANTING  
UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS SETTLEMENT  
AND JUDGMENT

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff Does 6-8, on behalf of the Amended Claim 6 Class, have moved the Court for final approval of a proposed class action settlement with Defendants Alejandro N. Mayorkas, Tracy Renaud, Larry C. DeNayer, Antony Blinken, U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (“USCIS”) and U.S. Department of State (collectively, “Defendants”), the terms and conditions of which are set forth in the Joint Stipulation of Settlement and Release (the “Settlement Agreement”) (Exhibit 1 to the Williams Declaration).

For the reasons described more fully below, the Court hereby **GRANTS** Plaintiff Does 6-8’s Unopposed Motion for Final Approval of Class Settlement, and orders the following:

1. The Court has jurisdiction over the subject matter of this Action, Defendants, and the Claim 6 Class, defined as:

All Iranian refugees who (1) applied for refugee admission to the United States under the Lautenberg Amendment, whether as a principal applicant or derivative relatives; (2) traveled to Vienna, Austria, for processing; and (3) received denials under SAO security vetting conducted by the FBI after the change in SAO vetting was implemented beginning January 1, 2016; and their U.S.-based Close Family members who served as their U.S. ties.

ECF 463.

2. On December 9, 2021, the Court granted Preliminary Approval of the Settlement Agreement. ECF 474.

3. The Court hereby finds that the Class Notice (Exhibit 2 to the Williams Decl.) and the notice procedure as described in the Settlement Agreement: (1) meet the requirements of Rule 23(e)(1) and due process; (2) constitute the best practicable notice under the circumstances of this particular case, considering the nature, demographics, and geographic and financial circumstances of the Claim 6 Class; (3) are reasonably calculated, under the circumstances, to apprise the Claim 6 Class Members of their right to object to the proposed Settlement Agreement; and (4) are reasonable and constitute due, adequate, and sufficient notice to all those entitled to receive notice.

4. The Court finds that this Settlement complies with the *Northern District of California’s Procedural Guidance for Class Action Settlements* and hereby grants final approval

of the Settlement Agreement as fair, reasonable, and adequate in all respects to the Claim 6 Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

5. Accordingly, Plaintiff Does 6-8 and the Amended Claim 6 Class, and Defendants are hereby ordered to implement all remaining terms of the Settlement Agreement. The Defendants shall reopen and re-adjudicate the Class Members' Lautenberg refugee applications, pursuant to and in the manner provided by the terms of the Settlement Agreement.

6. The Court finds that Defendants have agreed to the payment of attorneys' fees and costs.

7. The Court approves the payment of attorneys' fees in the amount of \$201,377.97 from Defendants to Plaintiffs' counsel at the International Refugee Assistance Project.

8. The Court additionally finds the attorneys' fees amount to be fair and reasonable based upon a lodestar cross check. Plaintiffs' counsel set forth the hours spent and experience of each attorney working on the case and her corresponding billable rate. The Court finds the rates charged to be appropriate and reasonable in light of the experience of each attorney, and that the hourly rates—as outlined in the United States Attorneys' Office – District of Columbia Fees Matrix—are fair compared to prevailing market rates. The Court finds the hours expended to be reasonable when compared with the time and effort put forth by Plaintiffs' counsel in investigating, litigating, and resolving this case, as well as in light of the results achieved for the Class Members with respect to injunctive relief.

9. The Court also approves the payment of attorney's costs in the amount of \$12,427.65 from Defendants to Plaintiffs' counsel pursuant to U.S.C. § 2412 and U.S.C. § 504 *et seq.*

10. The Court hereby enters judgment in this action between Plaintiffs and Defendants.

11. Without affecting the finality of the Court's judgment in any way, this Court shall retain jurisdiction over enforcement of the Settlement Agreement (ECF 478-2, Ex. 1), including jurisdiction to resolve any dispute that arises regarding performance under this Settlement Agreement. The dismissal of Claim 6 is conditional on the Court entering an Order retaining

1 such jurisdiction. Upon Defendants' report pursuant to the Settlement Agreement (Settlement  
2 Agreement, ¶ 5), that all Claim 6 Plaintiff Class Members' cases have been reopened and re-  
3 adjudicated, including determination of any Requests for Review, and/or closed pursuant to the  
4 Settlement Agreement (Exhibit 1, paras. 1, 2, 3, 7), Defendants shall notify the Court of their  
5 compliance with the terms of the Settlement Agreement. The Court's jurisdiction to enforce the  
6 Settlement Agreement shall terminate automatically one (1) year following this notification.

7 12. This Court hereby dismisses this action with prejudice.

8 13. This document constitutes a judgment and separate document for the purposes of  
9 Rule 58(a).

10 14. This document is instead of the parties jointly moving move for dismissal of this  
11 action in the form of Exhibit E to the Settlement Agreement, per the language of paragraph 10 of  
12 the Settlement Agreement.

13 15. The Clerk shall close this case.

14 **IT IS SO ORDERED AND ADJUDGED.**

15  
16 DATED: February 10, 2022

  
Hon. BETH LABSON FREEMAN  
United States District Judge