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12 **UNITED STATES DISTRICT COURT**
13 **SOUTHERN DISTRICT OF CALIFORNIA**

14 Ms. L., et al.,

15 *Petitioners-Plaintiffs,*

16 v.

17 U.S. Immigration and Customs Enforcement
18 (“ICE”), et al.

19 *Respondents-Defendants.*

Case No. 18-cv-00428-DMS-AHG

Date Filed: April 23, 2025

**MOTION TO ENFORCE
SETTLEMENT AGREEMENT
REGARDING PROVISION OF
LEGAL SERVICES**

**MOTION TO ENFORCE SETTLEMENT AGREEMENT REGARDING
PROVISION OF LEGAL SERVICES**

Plaintiffs respectfully move the Court to enforce the Settlement Agreement in light of Defendants' recent actions with regard to legal services. Specifically, on Friday, April 11, Defendants abruptly notified the Acacia Center for Justice ("Acacia"), the main contractor that oversees the legal services Program that assists Class Members in their immigration cases, that Defendants do not intend to renew the legal services contract. Defendants did not provide class counsel with notification of the contract nonrenewal decision; and Defendants have not explained the reasons for the nonrenewal. Defendants have stated that they intend to continue to provide the legal services required by the Settlement, but have not provided any details as to how services will be provided, the scope or adequacy of such services, or how services may be practically transitioned without delays.

The current legal services contract is set to expire on April 30, 2025, in one week. Expedited relief is necessary because the abrupt and unexplained end of the current services will leave Class Members without the services that they greatly need to exercise their legal rights and relief options under the settlement.

Defendants state in regard to this motion:

"Defendants' position is that based on the limited information class counsel have provided, the government cannot agree not to oppose a motion to enforce. Class counsel's general citation to a 2.5-page portion of the Settlement, for the first time, on the morning of filing, without any more specific information, does not provide sufficient time to meet and confer in good faith as required by Section VII.C of the Settlement."¹

¹ As provided below at pp. 5-6, Plaintiffs contacted Defendants on April 15, after hearing of the termination of the current Acacia contract, and Defendants clearly understood that Plaintiffs were referring to a breach of the settlement provisions regarding the provision of legal services at that time under Section IV.B of the Settlement.

ARGUMENT

I. The Settlement Agreement’s Legal Services Provisions.

The Settlement Agreement provides that Defendants “will provide legal access and orientation . . . to specifically focus on *Ms. L.* Settlement Class members.” *See* Dkt. 721-1 (“Amended Settlement”) at 10, Sec. IV.B.2.c. The Settlement refers to this legal access program as “the Program.”

The Settlement provides that the Program must “provide assistance . . . short of full representation, including” legal advice, counseling, and consultation concerning immigration relief; assistance with preparing applications for relief, and Friend of the Court services (where allowed by the immigration court). *See* Amended Settlement, Sec. IV.B.2.c.i.a. The Settlement also requires the Program to provide “new resources and orientation presentations” to help Class Members navigate the immigration court and relief application processes. *Id.*, Sec. IV.B.2.c.i.c. The Settlement also requires the Program to facilitate pro bono representation for Class Members to leverage outside resources to serve Class Members and their families. *See id.*, Sec. IV.B.2.c.ii.

Critically, Defendants further agreed to “ensure that the Program is adequately resourced and funded to provide services for all unrepresented *Ms. L.* Settlement Class members, with the ability to increase funding to meet projected needs as determined by Defendants, taking into account information about needs provided by Plaintiffs.” *See id.*, Sec. IV.B.2.c.i.(d).

The legal services Program is of critical importance to the Class. Because of the complexities of the immigration system, Class Members require substantial counseling to understand their relief options, as well as the potential immigration pathways available to them under the Settlement Agreement’s parole and asylum-related provisions. *See* Hartman Decl. ¶¶ 4-10; Chadwick Decl. ¶¶ 5-9. Pro se individuals are ill-equipped to navigate this system on their own. *See, e.g., Salazar-Gonzalez v. Lynch*, 798 F.3d 917, 922 (9th Cir. 2015) (describing immigration law as

1 “an area of law that ranks just behind the federal tax code in complexity”).

2 In addition, separated families often face unique challenges. For example, as
3 the Court knows, parents were often jammed through the asylum system while
4 suffering the immediate trauma of their separation, frequently resulting in removal
5 proceedings where they lacked a fair chance to present their asylum claims. Children,
6 for their part, were often put into removal proceedings separate from their parents,
7 who were critical witnesses or sources of factual information that support their asylum
8 claims. Although the Settlement Agreement’s asylum-related provisions were
9 intended, in part, to remedy the effects of the separation on the family’s immigration
10 proceedings, pro se Class Members still face significant difficulties traversing the
11 procedural and substantive steps required to avail themselves of those procedures.

12 The parties agreed to Settlement terms concerning the legal services Program in
13 light of this ongoing concern. To effectuate their obligations under these Settlement
14 provisions, Defendants entered into a contract with the Acacia Center for Justice
15 (“Acacia”) in April 2024 to provide a broad spectrum of services to *Ms. L.* Settlement
16 class members and their families. The initial contract was for a one-year renewable
17 term. Van Hofwegen Decl., Exhibit A. Under this main contract, Acacia
18 subcontracted with nine different regional immigration legal services providers and
19 one national pro bono provider throughout the country. Van Hofwegen Decl. ¶ 6.

20 Under these contracts, legal services providers have been working diligently to
21 identify Class Members, conduct intakes and assessments of their legal needs and
22 relief options, and provide legal services and pro bono placements for separated
23 families. Although Acacia’s contract precludes it from providing public information
24 concerning the number of individuals it has served so far, 2 of the providers estimate
25 that they have together served over 200 individuals in the year or so that the Program
26 has been in operation. Alcaide Decl. ¶¶ 3-5; Farb Decl. ¶ 2. The Program’s legal
27 services providers are already overstrained, given the numerous Class Members who
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1 are currently unrepresented in their immigration or removal cases. Alcaide Decl. ¶6;
2 Farb Decl. ¶ 4; Hartman Decl. ¶¶ 4-10; Chadwick Decl. ¶ 10. Towards the end of
3 2024 and early 2025, the Program’s providers had to stop accepting new cases to
4 ensure that they could provide adequate services to their existing clients. Alcaide
5 Decl. ¶ 6; Farb Decl. ¶ 4; Chadwick Decl. ¶ 10; Hartman Decl. ¶ 11(a).

6 Termination, even for a short period of time, of legal services, would be a clear
7 breach of the terms of the Settlement Agreement, as would any decrease in the level of
8 services. The Agreement requires Defendants to “ensure that the Program is
9 adequately resourced and funded to provide services for all unrepresented Ms. L.
10 Settlement Class members[.]” Amended Settlement Agreement, Sec. IV.B.2.c.i.(d).
11 Indeed, the Settlement Agreement specifically contemplates that Defendants may need
12 to “*increase* funding to meet projected needs,” which Defendants should do to meet
13 the current gap in legal services. *Id.*

14 Plaintiffs’ concern about the government actions, and lack of explanation, come
15 on the heels of increased cuts to immigration legal services. In the last few weeks,
16 Defendants have taken aggressive action to terminate or non-renew a variety of legal
17 services programs that work with noncitizens in the immigration system, including
18 two programs that provide legal representation to unaccompanied children and the
19 Immigration Court Help Desk. *See, e.g., Cmty. Legal Servs. in E. Palo Alto v. United*
20 *States Dep’t of Health & Hum. Servs.*, No. 25-CV-02847-AMO, 2025 WL 973318, at
21 *1 (N.D. Cal. Apr. 1, 2025) (granting TRO to block “termination of funding for
22 counsel representing unaccompanied children in immigration proceedings”), *appeal*
23 *filed* Apr. 11, 2025; Memorandum in Support of Plaintiffs’ Renewed Motion for TRO,
24 *Amica Center for Immigrant Rights, et al., v. U.S. Dep’t of Justice*, 25-cv-00298-RDM
25 (D.D.C. Apr. 14, 2025), Dkt. 53-1 (addressing termination of multiple legal services
26 programs, including Immigration Court Help Desk).

27 Although Plaintiffs are not seeking relief concerning those other programs via
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1 this Motion, Plaintiffs note that the termination of these programs may have
2 significant effects on *Ms. L.* Class Members. Chadwick Decl. ¶¶ 12-13; Hartman
3 Decl. ¶¶ 1, 11(b), 12. As the Court knows, Defendants generally designated children
4 as “unaccompanied” after forcibly separating them, and therefore providers working
5 with unaccompanied children took on many Class Members’ immigration cases. In
6 addition, the Settlement contemplates that some of the services the *Ms. L.* Program
7 provides build on existing Immigration Court Help Desk systems. *See* Amended
8 Settlement, Sec. IV.B.2.c.i.(a)-(b). If Defendants succeed in terminating these other
9 legal services programs, even more *Ms. L.* Class Member families will be without
10 legal assistance.

11 **II. Expedited Relief Is Necessary to Prevent Irreparable Harm to the**
12 **Class.**

13 In the spring of 2025, Acacia Center for Justice was awaiting confirmation from
14 Defendants that they would exercise their option to renew the contract, as expected.
15 However, on Friday, April 11, 2025, Acacia Center for Justice received a notification
16 that the government did not intend to renew the contract. Van Hofwegen Decl.,
17 Exhibit B. The contract will end on April 30, 2025.

18 Legal services providers have already relied on the expected continuation of the
19 Program, developing waitlists to triage limited resources, and assuring class members
20 legal services would be available upon renewal. Farb Decl. ¶ 4; Alcaide Decl. ¶ 6.
21 Acacia has already had to inform their legal services subcontractors about the non-
22 renewal. And although the contract will not expire until the end of the month,
23 Defendants’ actions are already having the effect of disrupting legal services, and
24 creating fear from those waiting for help that none will come in time, or will cause
25 beneficiaries to miss deadlines. Alcaide Decl. ¶ 10. Absent the contract, the legal
26 services subcontractors have no choice but to stop services altogether.

27 Defendants’ plan as to how to replace the legal services (as well as the
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1 adequacy of such a plan) has not been communicated. On April 15, Plaintiffs
2 contacted Defendants' counsel about the termination of the Acacia contract,
3 specifically stating that termination of legal services would violate provisions of the
4 Agreement guaranteeing such services. On April 18, Counsel for Defendants stated
5 they were "looking into" it and "expected to get back ... soon." On April 21,
6 Defendants stated that:

7 "The Ms. L. Settlement Agreement does not require EOIR to contract
8 with any particular organization. EOIR informs us that, regardless of
9 what happens to the Acacia contract, EOIR will provide the services it
is required to provide, pursuant to the Settlement Agreement.

10 EOIR further informs us that it has no intention of ending, and does
11 not plan for a lapse in, services required under the settlement. EOIR
12 respectfully disagrees with ACLU's understanding that "lapse in the
contract" constitutes a breach of the settlement."

13 On April 22, Plaintiffs communicated that, absent details about how legal services
14 would be implemented, they would need to move the Court. Defendants subsequently
15 stated, without further detail, that:

16 "At the termination of the Acacia contract, EOIR intends to facilitate a
17 legal access and orientation program which implements the provision
of all EOIR-required services set forth in the Settlement Agreement."

18 Plaintiffs reiterated that they needed to know details, including when the services
19 will start, what services will be provided, what "facilitate" means, and how
20 Defendants will avoid delay in providing services after having cancelled the contract
21 with notice or explanation, and that without sufficient clarity, they would need to
22 alert the court at 9 AM PST today. Defendants communicated that it was not clear
23 that there was any breach or noncompliance with the Agreement, and provided their
24 position on Plaintiffs' intention to file the instant motion as set forth above.

25 As of the filing of this motion, Defendants have not provided any further
26 information in response to Plaintiffs' queries as to the plan for services.

27 The Settlement Agreement's Dispute-Resolution process requires the parties to
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1 initially meet and confer to resolve disputes, with the party responding to allegations
2 of a breach of settlement with thirty days. Settlement at Sec. VII.C. The timeline,
3 however, has prevented Plaintiffs from following this process. Defendants'
4 nonrenewal of the legal services contract occurred on April 11th, less than 30 days
5 before the provided services would end. To date, Plaintiffs have still not been
6 informed as to how services will be provided in the absence of the contract. Class
7 members have relied on the legal services structure to access basic rights under the
8 settlement and, in the absence, diminishment, or any delay in continuation of services,
9 will face harm.

10 CONCLUSION

11 For these reasons, the Court should grant this Motion.

12 DATED: April 23, 2025

Respectfully submitted,

14 /s/ Lee Gelernt

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CERTIFICATE OF SERVICE

I hereby certify that on April 23, 2025, I electronically filed the foregoing with the Clerk for the United States District Court for the Southern District of California by using the appellate CM/ECF system. A true and correct copy of this brief has been served via the Court's CM/ECF system on all counsel of record.

/s/ Lee Gelernt

Lee Gelernt