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1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 PARS EQUALITY CENTER, *et al.*,
5 Plaintiffs,

6 v.

7 ANTONY BLINKEN, *et al.*,
8 Defendants.

Case No. 3:18-cv-01587-JD
Case No. 3:18-cv-07818-JD

9 PARS EQUALITY CENTER, *et al.*,
10 *and*
11 FARANGIS EMAMI, *et al.*,
12 Plaintiffs,

13 v.

14 ALEJANDRO MAYORKAS, *et al.*,
15 Defendants.
16

17
18 **SETTLEMENT AGREEMENT
ON EAJA FEES**

19 The Parties hereby agree as follows:

20 **I. RECITALS**

21 (A) Parties: The Parties to this agreement are:

22 (1) Plaintiffs, Pars Equality Center, et al., and Farangis Emami, et al., (“Plaintiffs”),
23 who are represented by counsel, Iranian American Bar Association, Babak G.
24 Yousefzadeh and others (*Pars* Plaintiffs), and Lotfi Legal, LLC, Shabnam Lotfi and
25 others (*Emami* Plaintiffs).

26 (2) Defendants, Alejandro Mayorkas, et al. (*Pars*), and Antony Blinken, et al. (*Emami*),
27 who are represented by counsel, Stephanie E. Gibbs, Jason Wisecup, David Kim,
28 Nicole P. Grant, and Samuel P. Go.

1 (B) Intention of the Parties: The Parties desire to resolve the claim for costs and fees in
2 the cases of *Emami, et al. v. Mayorkas, et al.*, 18-cv-1587 (N.D. Cal.), and *Pars*
3 *Equality Center, et al. v. Blinken, et al.*, 18-cv-7818 (N.D. Cal.), brought under the
4 Equal Access to Justice Act (“EAJA”), 28 U.S.C. § 2412(d), by entering into this
5 Agreement, thereby avoiding the time and expense of further litigation as to the
6 propriety and amount of an EAJA fee award. This Agreement is intended to dispose
7 of all claims or issues that were or may be raised by Plaintiffs against Defendants for
8 costs and fees under EAJA. The Parties acknowledge that this Agreement is fully
9 binding upon them, and on each of their successors during the life of the Agreement.
10 By entering into this Agreement, Defendants do not admit that an award of costs and
11 fees under EAJA is proper. The Parties concur that the Agreement is fully dispositive
12 of all issues at all stages of litigation, including any fees or costs that have been or
13 may be incurred by class counsel pursuant to, in connection with, or in the course of
14 the implementation of the Court’s injunction, dated May 14, 2014 (ECF 259).

17 (C) The Parties agree that this Settlement Award may not be altered, amended, modified,
18 or otherwise changed except by a writing duly executed by or on behalf of Plaintiffs
19 and the U.S. Attorney General. The Parties further stipulate that, following arms-
20 length negotiations, this Settlement Agreement comprises the entire agreement
21 concerning the obligations of the Parties with respect to any claims or defenses in
22 connection with the EAJA claim in this case.

24 (D) This Agreement is in no way related to or concerned with income or other taxes for
25 which Plaintiffs or their attorneys are now liable or may become liable for in the
26 future because of this Agreement.
27
28

1 (E) This Agreement is for the purpose of settling the action and for no other purpose.
2 Accordingly, this Agreement shall not bind the Parties, nor shall it be cited or
3 otherwise referred to, in any proceeding, whether judicial or administrative in nature,
4 in which the Parties or counsel for the Parties have or may acquire an interest, except
5 as necessary to affect the terms of this Agreement.
6

7 (F) This document constitutes a complete integration of the agreement between the
8 Parties and supersedes any and all prior oral or written representations,
9 understandings, or agreements among or between them.
10

11 **II. AGREEMENT**

12 (A) Defendants agree to pay, and Plaintiffs, through their designated representative, agree
13 to accept, a payment of \$893,457.14 in attorneys' fees and expenses under 28 U.S.C.
14 § 2412(d) and \$645.56 in costs under 28 U.S.C. § 2412(a), in full settlement of any
15 and all EAJA claims in the cases of *Emami, et al. v. Mayorkas, et al.*, 18-cv-1587
16 (N.D. Cal.), and *Pars Equality Center, et al. v. Blinken, et al.*, 18-cv-7818 (N.D.
17 Cal.).
18

19 (B) Payment is contingent upon Plaintiffs having provided the following written payment
20 information to Defendants:

- 21 1. Name of the payee.
- 22 2. Address of the payee.
- 23 3. Social Security or Tax Identification Number of payee.
- 24 4. Name of the payee's bank.
- 25 5. Address of payee's bank (including City and State).
- 26 6. Payee's bank routing number (for EFT payments).
- 27 7. Payee's bank account number.
- 28

- 1 8. Whether the account is a checking or savings account.
- 2 9. If payee is Plaintiffs' counsel, name of payee's counsel.
- 3 10. Payee's Counsel's state bar and bar license number.
- 4 11. Contact info for Payee if necessary to complete the transfer.
- 5 12. Whether Payee is a non-profit organization.

7 (C) Plaintiffs represent that they have no existing debts to the United States and that they
8 are not subject to an offset under *Astrue v. Ratliff*, 560 U.S. 586 (2010).

9 (D) Plaintiffs represent that their claims for attorney's fees, litigation costs, and other
10 expenses have been assigned to class counsel, and the Department of State accepts the
11 assignment and waives any applicable provisions of the Anti-Assignment Act, 31
12 U.S.C. § 3727.

13 (E) This Agreement does not waive Plaintiffs' or class counsel's tax liability or any other
14 liability owed to the United States government.

15 (F) Defendants agree to process and pay the settlement amount promptly upon receiving
16 the payment information. If the payment is not complete after this settlement is
17 finalized and **45 days** have elapsed from (a) Defendants' receipt of the payment
18 information required in Section II(B), or (b) the date of this filing, whichever is later,
19 then the Parties shall work together in good faith to promptly identify and resolve any
20 issues causing a delay in payment.

21 (G) This Agreement is governed by the laws of the United States. The exclusive
22 jurisdiction and venue for any dispute relating to this Agreement is in the United
23 States District Court for the Northern District of California. For purposes of
24 construing this Agreement, this Agreement shall be deemed to have been drafted by
25
26
27
28

1 all Parties and shall not, therefore, be construed against any Party for that reason in
2 any subsequent dispute.

3 (H) This Agreement is effective on the date of signature of the last signatory to the
4 Agreement (the “Effective Date”). Electronic transmissions of signatures shall
5 constitute acceptable, binding signatures for purposes of this Agreement.
6

7 Respectfully submitted,

8 *For Plaintiffs:*

9 By: /s/ Shabnam Lotfi
10 SHABNAM LOTFI
11 LOTFI LEGAL LLC

12 Dated: September 13, 2024

13 By: /s/ Babak G. Yousefzadeh
14 BABAK G. YOUSEFZADEH
15 SHEPPARD, MULLIN, RICHTER &
16 HAMPTON LLP

17 Dated: September 13, 2024

Attorneys for Plaintiffs

18 *For Defendants:*

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