

# Exhibit 1

# Exhibit 1

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

NAK KIM CHHOEUN, MONY NETH,  
individually and on behalf of a class of  
similarly-situated individuals,

Petitioners,

v.

THOMAS GILES, Field Office Director,  
Los Angeles Field Office, United States  
Immigration and Customs Enforcement;  
et al.,

Respondents.

Case No. 8:17-cv-01898-JWH (GJSx)

Assigned to: Hon. John W. Holcomb

**SETTLEMENT AGREEMENT**

1 Petitioners, NAK KIM CHHOEUN and MONY NETH, individually and on  
2 behalf of a class of similarly-situated individuals; and Respondents, THOMAS  
3 GILES, Field Office Director, Los Angeles Field Office, United States Immigration  
4 and Customs Enforcement (“ICE”); MOISES BECERRA, Field Office Director, San  
5 Francisco Field Office, ICE; TAE D. JOHNSON, Senior Official Performing the  
6 Duties of the Director, ICE; ALEJANDRO MAYORKAS, Secretary, United States  
7 Department of Homeland Security (“DHS”); and MERRICK GARLAND, United  
8 States Attorney General, have reached a full and final settlement of the Action as set  
9 forth in the following terms of this Agreement.

10 **I. PURPOSE**

11 The Parties have agreed to the settlement and dismissal of this Action with  
12 prejudice in order to: (i) avoid the substantial expense, inconvenience, and distraction  
13 of further protracted litigation, including appeal; and (ii) terminate, and achieve  
14 finality with respect to, the Action.

15 Petitioners filed a Complaint (ECF No. 1) and First Amended Complaint (ECF  
16 No. 27) alleging due process and other violations in the process by which  
17 Respondents re-detain Cambodian nationals for removal. The Court certified a class  
18 of all Cambodian nationals in the United States who received final orders of  
19 deportation or removal, and were subsequently released from ICE custody, and have  
20 not subsequently violated any criminal laws or conditions of their release, and have  
21 been or may be re-detained for removal by ICE (ECF No. 149). The Court instituted a  
22 permanent injunction (ECF No. 336) providing certain protections to members of the  
23 certified class by requiring a notice of pending removal at least fourteen days before  
24 the noncitizen is re-detained for removal. This Agreement is intended to replace the  
25 permanent injunction with an immediate notice to members of the Settlement Class, as  
26 defined herein, that they are subject to removal and can seek to reopen their removal  
27 proceedings if their circumstances or the law underlying their removal order has  
28 changed, or other grounds for reopening exist. The intent of the Agreement is to

1 provide more timely and effective notice to address Petitioners’ claims.

2 **II. DEFINITIONS**

3 For the purposes of this Agreement, the following terms shall have the  
4 following meaning:

5 A. “Action” means the above-captioned cause of action and the appeal in  
6 *Chhoeun v. Marin*, No. 20-55665 (9th Cir.).

7 B. “Address of Record” means the last address associated with a Class  
8 Member and submitted by the Class Member to ICE.

9 C. “Agreement” means the settlement provided by the terms of this  
10 Settlement Agreement.

11 D. “Effective Date” means the date when the Court issues an order finally  
12 approving this Agreement.

13 E. “Settlement Class” means all Cambodian nationals in the United States  
14 who received final orders of deportation or removal, and were subsequently released  
15 from ICE custody, and have been or may be re-detained for removal by ICE.

16 F. “Class Members” means members of the Settlement Class as defined  
17 herein.

18 G. “Group 1 Class Members” means Class Members who were ordered  
19 deported or removed, detained under 8 U.S.C. § 1231(a), and released on orders of  
20 supervision as of the Effective Date.

21 H. “Group 2 Class Members” means Class Members who were ordered  
22 deported or removed, detained under 8 U.S.C. § 1231(a), and, subsequent to the  
23 Effective Date, are released on orders of supervision.

24 I. “Party” or “Parties,” in the singular, means Petitioners or Respondents,  
25 and in the plural, means Petitioners and Respondents.

26 J. “Petitioners” means Nak Kim Chhoeun, Mony Neth, and Class Members.

27 K. “Respondents” means Thomas Giles, Field Office Director, Los Angeles  
28 Field Office, ICE, in his official capacity; Moises Becerra, Field Office Director, San

1 Francisco Field Office, ICE, in his official capacity; Tae D. Johnson, Senior Official  
2 Performing the Duties of Director, ICE, in his official capacity; Alejandro Mayorkas,  
3 Secretary of DHS, in his official capacity; and Merrick Garland, United States  
4 Attorney General, in his official capacity, including their agencies and any successors  
5 to their responsibilities.

6 **III. GROUP NOTICES**

7 A. Group 1 Notices. Respondents agree to provide notice (“Group 1  
8 Notice”) to each Group 1 Class Member in accordance with this paragraph.<sup>1</sup>

9 1. Within six months of the Effective Date, Respondents will serve  
10 each of the Group 1 Class Members with the Group 1 Notice either: (i)  
11 personally when the Class Member reports as required under an order of  
12 supervision, or (ii) via regular mail sent to the Class Member’s Address of  
13 Record.

14 2. By the end of each month following the Effective Date,  
15 Respondents will provide to Petitioners’ counsel (1) a spreadsheet that includes  
16 a list of Group 1 Class Members, the Addresses of Record of each Group 1  
17 Class Member, and the date and method of service of each Group 1 Notice to  
18 each Group 1 Class Member during that month, and (2) copies of the Group 1  
19 Notices, including attachments, served on Group 1 Class Members during that  
20 month.

21 3. The Group 1 Notice that ICE will send to each Class Member in  
22 accordance with this Agreement will be in all material respects substantially the  
23 same as the attached Exhibit A.

24 4. Each Group 1 Notice will include the following attachments:

- 25 a. a copy of the Group 1 Class Member’s notice to appear,  
26 administratively final order of removal, and

27  
28 <sup>1</sup> All Notices referenced in this Agreement will include Khmer translations provided by Petitioners and agreed to by the Parties.

1                   b.     to the extent such documents are in the Group 1 Class  
2                   Member’s A-file and were relied upon by ICE in connection  
3                   with a removal order, the criminal conviction records upon  
4                   which the removal order rests.

5                   5.     Each Group 1 Notice will include the following information, either  
6                   incorporated in the notice or as an attachment:

- 7                   a.     contact information for Petitioners’ counsel; and  
8                   b.     instructions for accessing the list of free legal services  
9                   providers maintained by the Executive Office for  
10                  Immigration Review at [https://www.justice.gov/eoir/list-pro-](https://www.justice.gov/eoir/list-pro-bono-legal-service-providers)  
11                  [bono-legal-service-providers](https://www.justice.gov/eoir/list-pro-bono-legal-service-providers).

12                  6.     This Agreement does not require Respondents to serve a  
13                  subsequent Group 1 Notice on any Group 1 Class Member for any reason if the  
14                  initial Group 1 Notice was served in accordance with the Agreement.

15                  7.     Respondents will continue to serve notices under the terms of the  
16                  permanent injunction (ECF No. 336) until all Group 1 Notices are served under  
17                  this Section. Respondents will be under no obligation to serve notices under the  
18                  terms of the permanent injunction after all Group 1 Notices are served under  
19                  this Section.

20                  8.     Respondents will notify Petitioners’ counsel when all Group 1  
21                  Notices have been served in accordance with this Section.

22                  B.     Group 2 Notices. Respondents agree to provide notice (“Group 2  
23                  Notice”) to each Group 2 Class Member in accordance with this paragraph.

24                  1.     When a Group 2 Class Member is released from detention under 8  
25                  U.S.C. § 1231(a), Respondents agree to provide the Class Member a Group 2  
26                  Notice as part of the order of supervision paperwork.

27                  2.     The Group 2 Notice that ICE will send to each Class Member in  
28                  accordance with this Agreement is attached as Exhibit B.

1 C. Removed Individuals. There is no affirmative duty for ICE to provide  
2 notice to Cambodians who have already been removed.

3 D. The Parties agree that their counsel will meet and confer at least once per  
4 month for the first six months after the Effective Date to discuss the progression of the  
5 implementation of the terms of this Agreement, and thereafter as appropriate.

6 **IV. MOTION TO VACATE**

7 A. Simultaneously with the motion for a Preliminary Approval Order  
8 contemplated in paragraph VII(D), Respondents will file with the Court, on behalf of  
9 the Parties, a joint motion to vacate the order granting Petitioners' motion for  
10 summary judgment (ECF No. 319) and the judgment and permanent injunction (ECF  
11 No. 336). The motion will request that the Court enter the vacatur only if and when  
12 the Court grants final approval of this Agreement.

13 **V. DISPUTE RESOLUTION PROCESS**

14 A. The Court shall retain jurisdiction to enforce the terms of this Agreement  
15 until the Agreement expires. However, apart from the reporting and meeting  
16 requirements set out in Sections III(A)(2) and III(D), the Court may only enforce the  
17 terms of this Agreement on an individual basis with respect to the application of such  
18 terms to an individual Class Member.

19 B. Unless the alleged noncompliance involves a violation of the  
20 continuation of the terms of the permanent injunction provided by Section III(A)(6) of  
21 this Agreement, a Party that alleges noncompliance with this Agreement must engage  
22 in the dispute resolution process described in paragraphs C and D of this Section prior  
23 to seeking relief from the Court.

24 C. If the alleged noncompliance involves a violation of the continuation of  
25 the terms of the permanent injunction under Section III(A)(6), Petitioners will first  
26 notify Respondents of the alleged noncompliance and the Parties shall promptly  
27 thereafter meet and confer in good faith in an attempt to resolve any dispute.  
28 Petitioners will provide Respondents five (5) business days to resolve the alleged

1 noncompliance before filing a motion to enforce compliance with Section III(A)(6) of  
2 this Agreement with the Court.

3 D. If either Party alleges that the other Party has failed to comply with the  
4 terms of this Agreement, the complaining Party will make such allegations in writing  
5 to the other Party, which will have ten (10) business days to respond. Within seven (7)  
6 business days thereafter, the Parties will meet and confer in good faith in an attempt to  
7 resolve the dispute.

8 E. If the meet and confer process is unsuccessful in resolving the dispute,  
9 the Parties shall participate in mediation before the complaining Party may file a  
10 motion to enforce this Agreement with the Court.

11 1. If the Parties participate in mediation in accordance with this  
12 Section, they shall jointly employ a mediator from the list maintained for  
13 Alternative Dispute Resolution by the United States District Court for the  
14 Central District of California. The complaining Party shall choose three  
15 mediators from the list, and the Parties shall jointly employ the mediator chosen  
16 by the other Party from the list of three chosen by the complaining Party.

17 2. The Parties will promptly choose and employ a mediator, and will  
18 participate in mediation in good faith and without delay after the mediator is  
19 chosen. If the dispute has not been resolved within thirty (30) days of the meet  
20 and confer process reaching an impasse and the complaining Party initiating  
21 mediation, the Parties may mutually agree to continue mediation or the  
22 complaining Party may file a motion to enforce this Agreement with the Court.

23 **VI. RELEASE AND SETTLEMENT OF CLAIMS**

24 A. This Agreement is subject to and contingent upon the Court vacating the  
25 order granting Petitioners' motion for summary judgment (ECF No. 319) and the  
26 judgment and permanent injunction (ECF No. 336), and the dismissal of this Action  
27 with prejudice.

28 B. The dismissal of this Action with prejudice shall provide as follows:

1 C. The Court shall retain jurisdiction over this Agreement, and all disputes  
2 between and among the Parties arising out of the Agreement, including but not limited  
3 to the interpretation and enforcement of the terms of the Agreement, except as  
4 otherwise provided in the Agreement, until the Agreement expires. This Agreement is  
5 binding on the Parties, their successors in office, employees, representatives,  
6 delegates, agents, assigns, and all persons acting on their behalf, to the extent  
7 permitted by law or required by this Agreement.

8 D. In consideration of the representations, promises, and agreements set  
9 forth herein, the sufficiency of which is hereby acknowledged, Petitioners hereby  
10 release and forever discharge Respondents from the claims that were brought on  
11 behalf of Petitioners based on the facts and circumstances alleged in the Complaint in  
12 this Action.

13 E. Class Members retain the right to file individual habeas claims on any  
14 grounds, except that during the three-year term of the Agreement, a Class Member  
15 who was served notice consistent with this Agreement may not file an individual  
16 habeas claim on grounds related to lack of pre-detention notice within the scope of the  
17 release.

18 F. Except as expressly stated herein, this Agreement shall not constitute an  
19 admission by any Respondent, Petitioner, or any Class Member for the purpose of  
20 asserting any claim or defense in any other proceeding, including but not limited to  
21 Class Members' immigration or criminal proceedings. All claims and defenses in  
22 proceedings other than this Action are expressly preserved by all Parties to this  
23 Agreement.

## 24 **VII. FINAL APPROVAL PROCEDURES**

25 A. This Agreement is contingent upon Court approval under Rule 23(e) of  
26 the Federal Rules of Civil Procedure ("Final Approval").

27 B. In accordance with Federal Rule of Civil Procedure 62.1(a), and within  
28 three (3) business days of the execution of this Agreement, the Parties will file a

1 Motion for an Indicative Ruling, requesting that the Court indicate that it would grant  
2 the Motion for Preliminary Approval Order referenced in paragraph VII(D) of this  
3 Agreement, and the Motion to Vacate referenced in Section IV of this Agreement.

4 C. In accordance with Federal Rule of Civil Procedure 62.1(b) and Federal  
5 Rule of Appellate Procedure 12.1, the Parties shall file a joint notice to the Court of  
6 Appeals should the Court grant the Motion for an Indicative Ruling referenced in  
7 paragraph VII(B) of this Agreement.

8 D. Preliminary Approval. Simultaneously with the Motion for an Indicative  
9 Ruling referenced in paragraph VII(B), the Parties shall jointly move for a Preliminary  
10 Approval Order, preliminarily approving this Agreement and finding this settlement to  
11 be fair, just, reasonable, and adequate; certifying the Settlement Class; appointing the  
12 Stanford Law School Immigrants' Rights Clinic as additional Class Counsel;  
13 approving the Class Notice to the Class Members; and setting a Fairness Hearing to  
14 consider the Final Approval Order and any objections thereto.

15 E. The joint motion for Preliminary Approval Order shall request that the  
16 Court order that, not later than fourteen (14) days after the later of entry of the  
17 Preliminary Approval Order or receipt of the information specified in paragraph  
18 VII(F)(1) (unless otherwise modified by the Parties or by order of the Court), the  
19 Parties shall effectuate notice to Class Members as described in paragraph VII(F) of  
20 this Agreement.

21 F. Rule 23(e)(1) Notice. The Parties stipulate to the form of notice under  
22 Federal Rule of Civil Procedure 23(e)(1), which is attached at Exhibit C ("Class  
23 Notice").

24 1. Respondents will provide to Petitioners' counsel a spreadsheet of  
25 Group 1 Class Members; their Addresses of Record; their last phone number on  
26 record, if any; any attorneys of record with addresses on file with ICE or with  
27 the Executive Office for Immigration Review; and the addresses, and e-mail  
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1 addresses where available, of those attorneys of record, within forty-five (45)  
2 days of the signing of this Agreement.

3 2. Petitioners, through counsel or a third-party administrator, will  
4 mail a copy of the Class Notice to each Group 1 Class Member identified by  
5 Respondents under Section VII(F)(1).

6 3. Petitioners will mail or e-mail a copy of the Class Notice to any  
7 attorneys of record on file with ICE or with the Executive Office for  
8 Immigration Review identified by Respondents under paragraph VII(F)(1).

9 4. Respondents will post the Class Notice in a reasonably accessible  
10 location on a website controlled by Respondents for at least sixty (60) days.

11 5. Petitioners' counsel will post the Class Notice on the website of  
12 Asian Law Caucus for at least sixty (60) days.

13 6. Petitioners' counsel will e-mail the Class Notice to listservs of  
14 attorneys who provide representation to Class Members.

15 G. Objections to Settlement. The joint motion for Preliminary Approval  
16 Order shall request that the Court order the following procedure for objections: that on  
17 or before sixty (60) days after the Court issues a Preliminary Approval Order, any  
18 Class Member who wishes to submit comments or object to the fairness,  
19 reasonableness, or adequacy of this Agreement or the settlement contemplated herein  
20 must file with the Clerk of Court and serve on the Parties a statement of objection  
21 setting forth the specific reason(s), if any, for the objection, including any legal  
22 support or evidence in support of the objection, grounds to support their status as a  
23 Class Member, and whether the Class Member intends to appear at the Fairness  
24 Hearing. The Parties will have ten (10) days following the objection period in which  
25 to submit answers to any objections that are filed with the Clerk of Court.

26 H. The Parties agree that no Class Member may opt out of any of the  
27 provisions of this Agreement.

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1 I. Fairness Hearing. At the Fairness Hearing required under Federal Rule  
2 of Civil Procedure 23(e)(2), the Parties shall jointly move for entry of the Final  
3 Approval Order granting final approval of this Agreement to be final, fair, reasonable,  
4 adequate, and binding on all Class Members; overruling any objections to the  
5 Agreement; ordering that the terms be effectuated as set forth in this Agreement;  
6 giving effect to the releases as set forth in Section VI of this Agreement; and  
7 dismissing the Action with prejudice while retaining jurisdiction to enforce the  
8 Agreement until it expires.

9 J. If the Court grants Final Approval, the Parties stipulate that this  
10 Agreement shall not be construed as a consent decree or its equivalent.

11 K. If the Court grants Final Approval, the Parties shall file a stipulation of  
12 dismissal, with prejudice, in *Chhoeun v. Marin*, No. 20-55665 (9th Cir. 2020),  
13 pursuant to Federal Rule of Appellate Procedure 42(b).

14 L. If the Court rejects this Agreement, in whole or in part, or otherwise finds  
15 that the Agreement is not fair, reasonable, and adequate, the Parties agree to meet and  
16 confer to work to resolve the concerns articulated by the Court and modify the  
17 Agreement accordingly for the purpose of resubmitting a revised Agreement for the  
18 Court's consideration.

19 M. Except as otherwise provided herein, in the event the Agreement is  
20 terminated or modified in any material respect or fails to become effective for any  
21 reason, the Agreement shall be without prejudice and none of its terms shall be  
22 effective or enforceable; the Parties to this Agreement shall be deemed to have  
23 reverted to their respective status in the Action as of the date and time immediately  
24 prior to the execution of this Agreement; and except as otherwise expressly provided,  
25 the Parties shall proceed in all respects as if this Agreement and any related orders had  
26 not been entered.

27 N. If the Court rejects this Agreement, neither this Agreement nor any draft  
28 thereof, nor any negotiation, documentation, or other part or aspect of the Parties'

1 settlement discussions, nor any other document filed or created in connection with this  
2 settlement, shall have any effect or be admissible in evidence for any purpose in the  
3 Action or in any other proceeding, except in a proceeding to enforce the Agreement,  
4 and in any event only for the purposes of litigating the Action.

5 **VIII. NO ADMISSION OF LIABILITY**

6 A. Respondents deny all allegations raised by Petitioners in this Action, and  
7 specifically deny any wrongdoing, deny all liability, deny that they have committed  
8 any violation of law, and deny that they acted improperly in any way to Petitioners.  
9 Nothing in this Agreement shall be construed in any way as an admission,  
10 presumption, or concession by Respondents of any liability or wrongdoing  
11 whatsoever.

12 B. Respondents specifically disclaim any liability or wrongdoing  
13 whatsoever on the part of themselves, their agents, and their employees, but agree to  
14 settle this suit to avoid further protracted litigation.

15 **IX. ATTORNEYS' FEES AND COSTS**

16 A. The Parties agree to the settlement of attorneys' fees and costs to avoid  
17 further litigation and the costs and risks associated with litigating a request for fees  
18 and costs.

19 B. Respondents will deliver to Petitioners' counsel the Attorneys' Fee  
20 Settlement Amount in the sum of \$500,000, via direct wire transfer into an account  
21 designated by Petitioners' counsel, in settlement of all claims for attorneys' fees and  
22 costs that could have been or will be claimed in this litigation to date.

23 1. Within thirty (30) days of the Effective Date, Petitioners' counsel  
24 shall provide to Respondents' counsel all information necessary to accomplish  
25 the direct wire transfer into the account designated by Petitioners' counsel.

26 2. Within ninety (90) days of the delivery of all information  
27 necessary to accomplish the direct wire transfer, Respondents shall deliver the  
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1 Attorneys' Fee Settlement Amount to Petitioners' counsel by direct wire  
2 transfer into an account designated by Petitioners' counsel.

3 C. Petitioners and Petitioners' counsel acknowledge that payment of the  
4 Attorneys' Fee Settlement Amount by Respondents in accordance with the wire  
5 instructions shall resolve all of Respondents' liability for attorneys' fees and costs.

6 D. Petitioners' counsel shall be responsible for the allocation and payment  
7 of attorneys' fees and costs among themselves.

8 E. Respondents' payment of the Attorneys' Fee Settlement Amount shall  
9 satisfy any claims by Petitioners and Petitioners' counsel for attorneys' fees and costs  
10 related to and for the Action, including any fees and costs that may be incurred by  
11 Petitioners' counsel in the course of monitoring and enforcing the implementation of  
12 this Agreement.

13 **X. ENTIRE AGREEMENT**

14 A. This Agreement constitutes the entire agreement of the Parties and,  
15 except for any Protective Order entered by the Court, supersedes all prior agreements,  
16 representations, negotiations, and undertakings in this Action not set forth or  
17 incorporated herein.

18 B. Each Party represents and acknowledges that each Party is and has been  
19 represented by its own counsel. Each Party further represents and acknowledges that,  
20 in executing this Agreement, no Party relies or has relied upon any representations or  
21 statements made by any other Party or its counsel other than the promises and  
22 representations set forth in this Agreement. No other statement, promise, or  
23 agreement, either written or oral, made by any Party or agents of any Party that is not  
24 contained in this written Agreement will be enforceable.

25 C. This Agreement is the result of an arm's-length negotiation. Since all  
26 Parties contributed jointly, substantially, materially, and cooperatively in drafting this  
27 Agreement, it shall not be more strictly construed against one Party than as against  
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1 any other, and any uncertainty or ambiguity in this Agreement shall not be interpreted  
2 against any one Party.

3 **XI. EXECUTION OF AGREEMENT**

4 A. This Agreement may be executed in counterpart originals, all of which,  
5 when so executed and taken together, shall be deemed an original and all of which  
6 shall constitute one and the same instrument. Each counterpart may be delivered by  
7 email (as a PDF attachment) or facsimile, and an email or facsimile signature shall  
8 have the same force and effect as an original signature.

9 B. The individuals whose signatures are affixed to this Agreement in a  
10 representative capacity represent and warrant that they are authorized to execute this  
11 Agreement on behalf of, and to bind, the entity on whose behalf the signature is  
12 affixed.

13 C. Petitioners acknowledge they have had the right to consult with an  
14 attorney before signing this Agreement. Petitioners represent and warrant they have  
15 read this Agreement and reviewed it with their counsel, and further represent and  
16 warrant that they have executed this Agreement of their own free will and accord  
17 without further representation of any kind or character not expressly set forth herein.

18 **XII. AMENDMENTS**

19 A. Except as otherwise stated, this Agreement shall only be amended,  
20 revoked, changed, or modified through a written agreement executed by all Parties  
21 and approved by the Court.

22 B. No waiver of any provision of this Agreement will be valid unless it is in  
23 writing and signed by the Party against whom such waiver is charged and approved by  
24 the Court.

25 **XIII. GOVERNING LAW**

26 This Agreement does not supersede, and is not intended to supersede, any of the  
27 Respondents' obligations under federal or state law, whether such obligations exist  
28 now or at any time while this Agreement is effective. If Respondents later assert that

1 any federal or state law obligations require Respondents to modify the process  
2 outlined herein, Petitioners reserve the right to bring any claim under federal or state  
3 law challenging such modifications.

4 **XIV. CONFIDENTIALITY**

5 A. No part of this Agreement is or will be considered confidential by the  
6 Parties. This Agreement will be made available by request under the Freedom of  
7 Information Act, 5 U.S.C. § 552.

8 B. The Parties agree that any unapproved or draft version of this Agreement  
9 shall be considered confidential and privileged work product of the Parties, and shall  
10 not be disclosed except pursuant to an order of the Court.

11 **XV. TERM**

12 This Agreement shall expire and the entirety of the obligations set forth within  
13 its terms shall become null and void three years from the Effective Date.

14 IN WITNESS WHEREOF, the undersigned, having represented and warranted  
15 their authority to enter into and execute this Agreement, have executed this  
16 Agreement effective as of the last date written below.

17 **FOR PETITIONERS:**

18 Dated: 9-30-24

Nak Kim Chhoeun  
Nak Kim Chhoeun  
Petitioner

21 Dated: \_\_\_\_\_

\_\_\_\_\_  
Mony Neth  
Petitioner

23 Dated: \_\_\_\_\_

\_\_\_\_\_  
Aseem Mehta  
Asian Law Caucus  
Counsel for Petitioners

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1 any federal or state law obligations require Respondents to modify the process  
2 outlined herein, Petitioners reserve the right to bring any claim under federal or state  
3 law challenging such modifications.

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16 Agreement effective as of the last date written below.

17 **FOR PETITIONERS:**

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19 Dated: \_\_\_\_\_

\_\_\_\_\_  
Nak Kim Chhoeun  
Petitioner

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21  
22 Dated: 10-3-2024

\_\_\_\_\_  
Mony Neth  
Petitioner

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24  
25 Dated: October 8, 2024

\_\_\_\_\_  
Aseem Mehta  
Asian Law Caucus  
Counsel for Petitioners

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Dated: October 7, 2024



Sean A. Commons  
Sidley Austin LLP  
Counsel for Petitioners

Dated: October 7, 2024



Jingni Zhao  
Stanford Law School Immigrants' Rights  
Clinic  
Counsel for Petitioners

**FOR RESPONDENTS:**

Dated: 10/8/24



Troy D. Liggett  
U.S. Department of Justice  
Counsel for Respondents

# Settlement Agreement

## Exhibit A

*Chhoeun v. Giles*

No. 8:17-cv-01898-JWH

## Group 1 Notice

**INFORMATIONAL NOTICE:**  
**FOR ALL CAMBODIANS WITH DEPORTATION ORDERS**

--

*The purpose of this notice is to provide information to all Cambodians with deportation orders. This information may be useful to you as you consider your legal options.*

*You are **not required** to report to Immigration and Customs Enforcement (“ICE”) as a result of this notice. You are **not required** to take any action as a result of this notice.*

--

**For Your Awareness**

This informational notice is to remind you that you are subject to a final order of removal (also known as a “deportation order”). This means that ICE may take action to detain you and deport you to Cambodia at a future time.

The fact that you are receiving this informational notice does not mean that ICE has immediate plans to detain or deport you. All Cambodians with final orders of removal (deportation orders) are receiving this informational notice as part of a settlement in a class action lawsuit called *Chhoeun v. Giles*. A copy of the *Chhoeun* settlement agreement and more information about it is available at <https://www.ice.gov/legal-notices>.

**Consider Your Legal Options**

Your final order of removal (deportation order) remains valid. This means that ICE can try to deport you to Cambodia at any time in the future. When ICE decides to deport you, you are likely to be detained. In some cases, it may be possible to reverse a final order of removal (deportation order), which would prevent deportation.

- The legal process to reverse an order of removal (deportation order) involves filing a motion to “reopen” your immigration proceedings.
- You may file a motion to “reopen” with the immigration court or Board of Immigration Appeals, whichever last considered your case.
- There are a variety of reasons why someone may be eligible to “reopen” their immigration proceedings.
- However, not everyone is eligible to “reopen” their immigration proceedings.
- Whether you are eligible to “reopen” your immigration proceedings depends on the specific details of your case.
- If you wish to seek legal advice about whether you are eligible to “reopen” your immigration proceedings, you may contact the Asian Law Caucus, class counsel in *Chhoeun*. The Asian Law Caucus does not guarantee legal advice or representation, but will try to assist you.

- This is class counsel's contact information:

*Chhoeun* Class Counsel  
Asian Law Caucus  
55 Columbus Avenue  
San Francisco, CA 94111  
(415) 808-5256  
[cambodiasettlement@advancingjustice-alc.org](mailto:cambodiasettlement@advancingjustice-alc.org)

- You may also consider contacting an organization listed on the Executive Office for Immigration Review's List of Pro Bono Legal Service Providers, available at <https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>, or another trusted attorney of your choosing.

### **Information About Your Case**

Attached to this notice are copies of certain documents from your immigration files: your notice to appear, final order of removal, and criminal conviction records, if applicable.

- These documents may assist you and an attorney to figure out whether you are eligible to "reopen" your immigration proceedings.
- If you wish to request your full immigration files, which would allow for a more complete review of your legal options, you may submit a Freedom of Information Act Request for your Record of Proceedings at <https://foia.eoir.justice.gov/> and for your Alien File at <https://first.uscis.gov/>.

# Settlement Agreement

## Exhibit B

*Chhoeun v. Giles*

No. 8:17-cv-01898-JWH

## Group 2 Notice

**INFORMATIONAL NOTICE:**  
**FOR ALL CAMBODIANS WITH DEPORTATION ORDERS**

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*The purpose of this notice is to provide information to all Cambodians with deportation orders.  
You are **not required** to take any action as a result of this notice.*

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**For Your Awareness**

You are being released from immigration custody on an order of supervision. This informational notice is to remind you that you are subject to a final order of removal (also known as a “deportation order”). This means that ICE may take action to detain you and deport you to Cambodia at a future time.

All Cambodians who are being released from immigration custody with final orders of removal (deportation orders) are receiving these notices as part of a settlement in a class action lawsuit called *Chhoeun v. Giles*. A copy of the *Chhoeun* settlement agreement and more information about it is available at <https://www.ice.gov/legal-notices>.

**Consider Your Legal Options**

Your final order of removal (deportation order) remains valid. This means that ICE can try to deport you to Cambodia at any time in the future. When ICE decides to deport you, you are likely to be detained. In some cases, it may be possible to reverse a final order of removal (deportation order), which would prevent deportation.

- The legal process to reverse an order of removal (deportation order) involves filing a motion to “reopen” your immigration proceedings.
- Whether you are eligible to “reopen” your immigration proceedings depends on the specific details of your case.

You should retain copies of certain documents from your immigration files, including your notice to appear, final order of removal, and criminal conviction records, if applicable.

- At a future time, these documents may assist you and an attorney to figure out whether you are eligible to “reopen” your immigration proceedings.
- If you wish to request your full immigration files, which would allow for a more complete review of your legal options, you may submit a Freedom of Information Act Request for your Record of Proceedings at <https://foia.eoir.justice.gov/> and for your Alien File at <https://first.uscis.gov/>.
- If you wish to seek legal advice about whether you are eligible to “reopen” your immigration proceedings, you may consider contacting an organization listed on the Executive Office for Immigration Review’s List of Pro Bono Legal Service Providers, available at <https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>, or another trusted attorney of your choosing.

# Settlement Agreement

## Exhibit C

*Chhoeun v. Giles*

No. 8:17-cv-01898-JWH

# Class Notice



United States District Court for the Central District of California

*Chhoeun, et al. v. Giles, et al.*

Case No. 8:17-cv-01898-JWH

## Notice of Proposed Class Action Settlement

*Authorized by the U.S. District Court for the Central District of California*

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### **PLEASE READ THIS NOTICE CAREFULLY.**

IF YOU ARE:

- A CAMBODIAN NATIONAL,
- WHO RECEIVED A DEPORTATION ORDER; AND
- WAS RELEASED FROM IMMIGRATION DETENTION,

YOU MAY BE A CLASS MEMBER ENTITLED TO RELIEF.

#### **Important things to know:**

- A federal court has authorized this notice.
- This is not an advertisement.
- You are not being sued.
- You can learn more at: [www.CambodiaSettlement.com](http://www.CambodiaSettlement.com)

## About This Notice

### Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit brought on behalf of Cambodian nationals with deportation orders. **You received this notice because you may be a part of the group of people covered by the lawsuit, called the “class.”** This notice gives you information about the class action lawsuit, the proposed settlement, and your rights as a class member.

## Learning About the Lawsuit

### What is this lawsuit about?

Two Cambodian nationals, Nak Kim Chhoeun and Mony Neth (called "Petitioners"), brought this class action lawsuit on behalf of all Cambodian nationals with deportation orders who were released from immigration detention and have been or may be re-detained by U.S. Immigration and Customs Enforcement ("ICE") to be deported to Cambodia. The lawsuit argues that ICE violated the rights of Cambodian nationals with deportation orders by re-detaining them for deportation without warning. The goal of the lawsuit is to require ICE to give notice to Cambodian nationals before re-detaining them, so that these individuals have an opportunity to explore legal challenges to deportation. The lawsuit does not ask for money.

### Why is there a settlement agreement?

The Court ruled in favor of Petitioners and ordered ICE to provide notices to Cambodian nationals with deportation orders 14 days before they are re-detained for deportation. The Government has appealed that ruling and denies all claims of wrongdoing. Petitioners and their lawyers believe that the settlement is in the best interests of the class because it provides immediate benefits to class members while avoiding the risk of losing the case on appeal. The Government is settling to avoid the expense, inconvenience, and distraction of further litigation, which could take years.

## Learning About the Settlement

### What does the settlement provide?

Below is a summary of the key points in the settlement agreement. To get a copy of the full agreement, see the section entitled “Where Can I Get More Information?” after this summary.

1. Notices for Cambodians with deportation orders. ICE will mail an informational notice to all Cambodian nationals who have deportation orders and have been released from immigration detention. The notice will have two purposes:

**First**, the notice will remind the individual that they are subject to a final deportation order, and that ICE may take action to detain and deport them at some time in the future. However, the notice will not be a warning that ICE has immediate plans to detain or deport the individual. The fact that an individual receives a notice does not mean that they will be immediately detained or deported.

**Second**, the notice will provide information on how the individual can explore whether they have legal options to prevent deportation. Specifically, the notice will explain what a motion to “reopen” a deportation order is and provide information about free legal services providers. The notice will also include copies of certain documents from the individual’s immigration files and instructions on how to request the individual’s full immigration files, which would help an attorney figure out if a motion to “reopen” is possible.

2. Notices for Cambodians who receive new deportation orders. ICE will give an informational notice to all Cambodian nationals who receive deportation orders and are released from immigration detention after the settlement agreement is approved. This notice will be similar to the notice described above. For a three-year period, ICE will give these notices to individuals when they are released from immigration detention.
3. Lawyers’ fees and costs. The Government will pay \$500,000 to Class Counsel to reimburse them for their time and expenses on the case.
4. Giving up claims. For a three-year period, class members will not be able to sue the Government about the same claims that were brought in this lawsuit.

## Key Resources

### Where can I get more information?

The Court has appointed lawyers from the nonprofit organization Asian Law Caucus, Stanford Law School Immigrants’ Rights Clinic, and the law firm Sidley Austin LLP to represent the class. These lawyers are called Class Counsel. You can get a copy of the full settlement agreement and a copy

of this notice by visiting Class Counsel’s website or by emailing, calling, or writing to Class Counsel using the information below. Please do not call the Court to ask about this settlement.

Class Action Clerk U.S. District Court for the Central District of California 411 West Fourth Street, Room 1053 Santa Ana, CA 92701-4516	Troy Liggett U.S. Department of Justice P.O. Box 868, Ben Franklin Station Washington, DC 20044	Chhoeun Class Counsel Asian Law Caucus 55 Columbus Avenue San Francisco, CA 94111
Resource	Contact Information	
Website	<a href="http://www.CambodiaSettlement.com">www.CambodiaSettlement.com</a>	
Your Lawyers	Chhoeun Class Counsel Asian Law Caucus 55 Columbus Avenue San Francisco, CA 94111 (415) 808-5256 <a href="mailto:cambodiasettlement@asianlawcaucus.org">cambodiasettlement@asianlawcaucus.org</a>	

## Objecting

### How can I object to the settlement?

If you like the settlement, you do not have to do anything.

If you do not like the settlement, you cannot “opt out” or exclude yourself from the settlement. But you can ask the Court to deny approval of settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or deny the settlement. If the Court denies approval, the lawsuit will continue. If that is what you want to happen, you must object.

You can object to the settlement in writing. Written objections must include:

- The case name and number, *Chhoeun v. Giles*, Case No. 8:17-cv-01898-JWH;
- The class member’s full name;
- The class member’s or their attorney’s current address and telephone number;
- An explanation of why the class member objects to the settlement agreement including any supporting documents; and
- Whether the class member intends to appear at the “Fairness Hearing,” described below.

All written objections and supporting papers must be filed or post-marked on or before \_\_\_\_\_, 2024. Copies must be mailed or hand-delivered to the Court and to counsel for both parties at each of the following addresses:

## Next Steps

### When and where will the Court hold a hearing on the fairness of the settlement?

The Fairness Hearing is scheduled for \_\_\_\_\_ at \_\_\_\_\_ before Honorable John W. Holcomb, United States District Judge, in Courtroom 9D, United States Courthouse, 411 West Fourth Street, Santa Ana, California 92701. Note that this date and time may change without further notice to the class. You can find out if the date and time has changed by visiting Class Counsel's website at [www.CambodiaSettlement.com](http://www.CambodiaSettlement.com), or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

At the Fairness Hearing, Class Counsel and the Government will ask the Court to approve the proposed settlement agreement. If there are objections, the Court will consider them. If the Court decides that the settlement is fair, reasonable, and adequate, the Court may grant final approval of the settlement. You may appear at the Fairness Hearing yourself or through an attorney. If you want to appear through your own attorney, you are responsible for hiring and paying that attorney, and your attorney will need to file a notice of intent to appear with the Court.

### Recommendation to update contact information with ICE

If the settlement agreement is approved, ICE will use the contact information currently on file for you to mail the informational notice required by the settlement. If you want to receive the benefits of the settlement agreement, it is important that you update your address with ICE. You may update your contact information with ICE by completing a change-of-address form online at <https://onlinechangeofaddress.ice.gov/ocoa>. You also may update your contact information by visiting the local ICE office where you attend check-ins.