

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LA UNIÓN DEL PUEBLO ENTERO, *et al.*,

Plaintiffs,

v.

WILBUR L. ROSS, in his official capacity as
U.S. Secretary of Commerce, *et al.*,

Defendants.

No. 8:18-cv-01570-GJH

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs La Unión Del Pueblo Entero; Texas Senate Hispanic Caucus; Texas House of Representatives Mexican American Legislative Caucus; Southwest Voter Registration Education Project; California Latino Legislative Caucus; Coalition for Humane Immigrant Rights; Dolores Huerta Foundation; Mi Familia Vota Education Fund; Somos Un Pueblo Unido; Georgia Association of Latino Elected Officials; Labor Council for Latin American Advancement; Promise Arizona; El Pueblo, Inc.; Maryland Legislative Latino Caucus; Asian Americans Advancing Justice-Chicago; Asian Services in Action, Inc.; Minkwon Center for Community Action Inc.; Chelsea Collaborative; Chicanos Por La Causa; Latino Community Fund of Washington; Arizona Legislative Caucus; California Asian Pacific Islander Legislative Caucus; California Legislative Black Caucus; OCA-Greater Houston; Friendly House; Four Directions, Inc.; Juanita Valdez-Cox; Gene Wu; Mia Gregerson; Cindy Ryu; Sharon Tomiko Santos; Raj Mukherji; and Oliver Semans, Sr. (“Plaintiffs”), and Defendants Wilbur L. Ross, Jr., in his official capacity as United States Secretary of Commerce; Dr. Steven Dillingham, in his official capacity as Director of the United

States Census Bureau; the United States Census Bureau; and the United States Department of Commerce, (“Defendants”), by and through their undersigned counsel, enter into this Settlement Agreement and Release (the “Agreement”) as follows:

1. Defendants will pay Plaintiffs one million three hundred and eighteen thousand dollars (\$1,318,000) in full and complete satisfaction of any claims by Plaintiffs for attorneys’ fees and litigation expenses in connection with the case of *La Unión Del Pueblo Entero v. Ross*, No. 8:18-cv-01570-GJH (“Case No. 18-1570”). Defendants will also pay Plaintiffs one hundred and thirty-two thousand dollars (\$132,000) in full and complete satisfaction of any claims by Plaintiffs for taxable costs in connection with Case No. 18-1570. These payments will constitute full and final satisfaction of any and all of Plaintiffs’ claims for attorneys’ fees, costs, and litigation expenses in Case No. 18-1570, and are inclusive of any interest.

2. Defendants will pay the above amounts by wire transfer to an account at a financial institution designated in writing by counsel for Plaintiffs, consistent with the normal processing procedures followed by Defendants and the United States Department of the Treasury. Plaintiffs’ counsel will provide Defendants’ counsel the bank routing and account information for the account to receive such payments. After the parties’ execution of this agreement, Defendants will promptly prepare and submit all required documentation to the Department of the Treasury for processing and disbursement of the payments set forth above.

3. Upon execution of this Agreement, Plaintiffs release and forever discharge Defendants and their successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all past, present, or future claims for attorneys’ fees, costs, or litigation expenses in connection with work performed in Case No. 18-

1570. This release does not apply to any other litigation. The Parties agree that nothing in this Agreement bars or prohibits either Party from seeking to enforce the final judgment or permanent injunction in this case, or from seeking fees and costs for work in the future in connection with such enforcement, or from enforcing this Agreement.

4. The parties acknowledge that this Agreement is entered into solely for the purpose of settling and compromising any claims for attorneys' fees, expenses, and costs incurred in this action without further litigation, and it will not be construed as evidence or as an admission regarding any issues of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendants regarding Plaintiffs' entitlement to attorneys' fees and other litigation costs or expenses. This Agreement will not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

5. This Agreement may be executed in counterparts on the parties' behalf by their attorneys of record, and is effective on the date by which both parties have executed this [REMAINDER OF PAGE LEFT BLANK]

Agreement. Facsimiles and pdf versions of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

SO STIPULATED AND AGREED this 27th day of September, 2019.

JOSEPH H. HUNT
Assistant Attorney General

CARLOTTA P. WELLS
Assistant Branch Director



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