

## SETTLEMENT AGREEMENT

Plaintiff Afsaneh Ashley Tabaddor (“Plaintiff”) and Defendant Loretta E. Lynch, Attorney General of the United States, United States Department of Justice (“the Department”) (collectively, “the Parties”), hereby enter into this Settlement Agreement (“Agreement”).

### RECITALS

WHEREAS, on August 12, 2014, October 3, 2014, and June 5, 2015, Plaintiff filed her Complaint, Amended Complaint, and Second Amended Complaint (collectively “the Complaint”), respectively, against the Department and other defendants who were later dismissed in *Tabaddor v. Lynch*, Case No. 14-cv-06309 (“the Action”) in the United States District Court for the Central District of California (“Court”), through which Plaintiff asserted claims including discrimination and retaliation pursuant to 42 U.S.C. § 2000-e *et seq.*

WHEREAS, by and through this Agreement, the Parties wish to resolve all claims, issues, complaints, or causes of action arising out of or relating to the Action that have been or could have been asserted.

Now, therefore, in consideration of the promises and mutual covenants and other good and valuable consideration set forth herein, the Parties hereby stipulate and agree as follows:

### AGREEMENT

1. The Department agrees that, as of the effective date of this Agreement, as defined in paragraph 22, the 2012 recusal order and recommendation at issue in the Action shall have no force or effect, including upon the future assignment of any cases to Plaintiff.

2. The Department will pay Plaintiff the total sum of \$200,000.00 as settlement consideration as follows: \$194,200 of Plaintiff’s attorneys’ fees and \$5,800 of damages to Plaintiff. The Department will promptly submit the paperwork to the Department of the Treasury (“Treasury”) necessary to effectuate the payment. The Department will direct Treasury to make

an electronic payment to Cooley LLP via direct deposit in Cooley LLP's account with routing information to be supplied. Plaintiff consents to the transmission of this information to Treasury for this purpose.

3. Notwithstanding anything else herein, the Department states that to the best of the Executive Office for Immigration Review's ("EOIR") knowledge, information and belief there has not been any allegation or finding of any bias, partiality or misconduct by Plaintiff in her capacity as an EOIR Immigration Judge in connection with the 2012 recusal order and recommendation at issue in the Action. The Department agrees to provide a letter to Plaintiff to that effect.

4. The Department agrees to review EOIR's application of 5 C.F.R. § 2635.502 pursuant to the Office of the Chief Immigration Judge's Operating Policies and Procedures Memorandum 05-02: Procedures for Issuing Recusal Orders in Immigration Proceedings, 8 C.F.R. § 1003.10(b), and 8 C.F.R. § 1240.1(b).

5. The Department agrees to review EOIR's application of 5 C.F.R. § 2635.807 with respect to Immigration Judges' receipt of compensation from a source other than the Government for teaching.

6. Plaintiff acknowledges that this Agreement does not create any independent right arising out of her status as the Plaintiff in the Action to participate in any way or to otherwise provide either substantive or procedural direction or input regarding the Department's reviews described in paragraphs 4 and 5.

7. The Department will complete the reviews described in paragraphs 4 and 5 in good faith.

8. The Department agrees that EOIR, including any office or component of EOIR, will not bring any claim or action, including any order, recommendation, corrective action or disciplinary action, against Plaintiff arising out of or relating to any facts or allegations pled in the Complaint through the effective date of this Agreement. The foregoing sentence shall not be interpreted to limit any authority and discretion of the Department, and specifically EOIR, relating to any future ethics opinions or recommendations provided to Plaintiff in connection with any actions not covered by the foregoing sentence. For avoidance of doubt, nothing in this Agreement releases or waives any rights Plaintiff may have in connection with any such future ethics opinion or recommendation.

9. This Agreement shall not constitute an admission by the Department or any of its employees, past or present, or by Plaintiff, of guilt, wrongdoing, or liability for any act, omission, or failure to act. This Agreement shall not constitute evidence or an admission by any Party as to any issue of law or fact raised by or about the Action, other than in the context of an action for breach of this Agreement.

10. Plaintiff hereby forever waives and releases, acquits, and discharges all claims she has alleged or could have alleged against the Department and agency components, agents, employees, and former employees, either in their official or individual capacities, arising from any and all claims, demands, and causes of action in the Complaint through the effective date of this Agreement.

11. The consideration provided to Plaintiff in this Agreement is in full accord and satisfaction of all claims which were, or could have been, raised in the Complaint, including but not limited to all claims for damages, or other expenses, as well as in full satisfaction of all claims for costs, including attorney fees and interest. Upon payment of the amount in paragraph

2 above, Plaintiff will file a joint stipulation for dismissal of the Action with prejudice. The form of the stipulation for dismissal to be filed in the Court is appended hereto.

12. Plaintiff represents and warrants that she is the sole and lawful owner of all rights, title and interests in and to every claim and other matter which she purports to release herein, and that she has not heretofore assigned or transferred, or purported or attempted to assign or transfer to any person or entity any claims or other matters herein released. Plaintiff shall indemnify the Department, and any of its departments, components and current or former employees, whether in their official or individual capacities, against, and defend and hold harmless from, any claims arising out of or relating to any such assignment or transfer of any claims or other matters released herein.

13. Plaintiff warrants that she has no other pending action, judicial, administrative, or otherwise, against the United States.

14. Compliance with all applicable federal, state and local tax requirements will be the sole responsibility of Plaintiff. Nothing in this Agreement waives or modifies federal, state or local law pertaining to taxes, offsets, levies, and liens that may apply to this Agreement or the settlement proceeds, and Plaintiff is executing this Agreement without reliance on any representation by the Department as to the application of any such law.

15. The terms of this Agreement and the attachment hereto, constitute the entire Agreement of the Parties entered into in good faith, and no statement, remark, agreement or understanding, oral or written, which is not contained herein, will be recognized or enforced. The Parties acknowledge and agree that no promise or representation not contained in this Agreement has been made, and acknowledge and represent that this Agreement contains the entire understanding between the Parties, and contains all terms and conditions pertaining to the

compromise and settlement of disputes referenced herein. Nor does this Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a compromise and settlement of the Action.

16. Should any provision hereof, for any reason, be deemed or held invalid or unenforceable, in whole or in part, by a court of law, said determination shall not affect any other provision of this Agreement.

17. This Agreement cannot be modified or amended except by an instrument in writing signed by the Parties, nor will any provision hereof be waived other than by a written waiver signed by the Parties.

18. This Agreement will be binding upon and inure to the benefit of Plaintiff and the Department and their respective successors, assigns and personal representatives, including any persons, entities, departments or agencies succeeding to the interests or obligations of the Parties.

19. Each person signing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of himself or herself, or on behalf of the party or department, agency or entity on whose behalf he or she signs this Agreement.

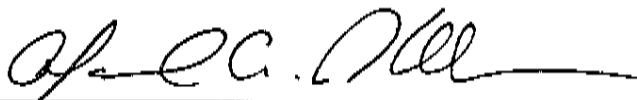
20. This Agreement will be considered a jointly drafted agreement and will not be construed against any party as the drafter.

21. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. This Agreement may be executed on facsimile or Adobe PDF attachments sent via electronic mail with the same force and effect as an executed original of the same.

22. The effective date of this Agreement will be the date on which it is executed by all the undersigned Parties.

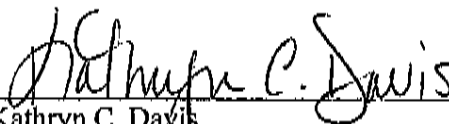
IN WITNESS WHEREOF, the Parties hereto have personally signed this Agreement or have caused this Agreement to be signed by their duly authorized representatives intending to be bound.

Dated: 11/3/2015



Afzanch Ashley Tabaddor  
*Plaintiff*

Dated: 11/3/15



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*Attorneys for Defendant*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

AFSANEH ASHLEY TABADDOR,

Plaintiff,

v.

LORETTA E. LYNCH, Attorney General of  
the United States, United States Department of  
Justice,

Defendant.

Case No. 2:14-cv-06309-GW-CW

**STIPULATION AND ORDER OF  
DISMISSAL WITH PREJUDICE**

Pursuant to the terms of the parties' settlement agreement, which are not incorporated herein, and Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Afsaneh Ashley Tabaddor and Defendant Loretta E. Lynch, Attorney General of the United States, United States Department of Justice, hereby stipulate to the dismissal of this action with prejudice.

Respectfully submitted,

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

COOLEY LLP

/s/ DRAFT

Ali M. M. Mojdehi (123846)

Attorney for Plaintiff

Dated:

U.S. DEPARTMENT OF JUSTICE

/s/ DRAFT

Kathryn C. Davis (D.C. Bar No. 985055)

Attorney for Defendant

IT IS SO ORDERED.

Dated:

\_\_\_\_\_  
GEORGE H. WU

United States District Judge