

EXHIBIT
A

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the following parties, as of July 15, 2016 (the “Effective Date”): Plaintiffs Nil Govind Das, Saed Guled, Steffani Mowat, Rosario Juarez Alegria, Victor Escobedo, and Jorge Rosillo Zaragoza (“Plaintiffs”); and Defendant Bert Brantley, in his official capacity as Commissioner of the Georgia Department of Driver Services (“Defendant”).

This Agreement addresses Plaintiffs’ suit against Defendant, alleging violations of Equal Protection and the Supremacy Clause, and is intended to resolve all the claims raised in Plaintiffs’ suit entitled *Das, et. al v. Brantley*, 1:16-CV-1367-LMM and pending in the United States District Court for the Northern District of Georgia. However, the parties acknowledge that this Agreement does not serve as an acknowledgement or admission by Defendant that corrective measures are necessary to meet the constitutional and statutory rights of Plaintiffs, nor does this agreement serve as an acknowledgement or admission by Plaintiffs that Defendant has acted, or continues to act, in compliance with the Constitution or other laws of the United States.

WHEREAS, Plaintiffs filed suit on or about April 27, 2016 against Defendant challenging the constitutionality of Defendant’s practice of questioning an applicant regarding the lawfulness of their entry into the United States and/or continuous past authorized presence in the United States before determining eligibility for a Georgia driver’s license;

WHEREAS, the Defendant filed a motion to dismiss the suit as moot because Defendant contends that the Department of Driver Services (“DDS”) began following the Superior Court of Fulton County’s interpretation of the definition of lawful status in the REAL ID Act in *Ochoa Chavez v. Mikell*, 2015-CV-267634 (Ga. Super. Ct. Apr. 19, 2016), and *Villegas Torres v. Mikell*, 2015-CV-268588 (Ga. Super. Ct. Apr. 20, 2016);

WHEREAS, the Fulton County Superior Court orders in *Ochoa Chavez v. Mikell* and *Villegas Torres v. Mikell* were entered on April 19, 2016 and April 20, 2016. In those cases, the courts determined that the Real ID Act did not require a driver’s license applicant to prove lawful admission in order to demonstrate that he or she has lawful status under the Real ID Act, as implemented by 6 C.F.R. § 37.3;

WHEREAS, the court in *Ochoa Chavez* and in *Villegas Torres* held that the petitioners demonstrated they had lawful status for purposes of the Real ID Act by

showing proof, verifiable through the Systematic Alien Verification for Entitlement (SAVE) system, of their pending applications for adjustment of status to lawful permanent resident;

WHEREAS, Defendant's deadline for appealing the decisions in *Ochoa Chavez v. Mikell*, 2015-CV-267634 (Ga. Super. Ct. Apr. 19, 2016), and *Villegas Torres v. Mikell*, 2015-CV-268588 (Ga. Super. Ct. Apr. 20, 2016) expired on May 19 and May 20, 2016;

WHEREAS, Defendant represents that he and/or DDS have done the following since the issuance of the Fulton County Superior Court rulings concerning the Real ID Act:

- A. DDS staff have ceased requirement of proof of "lawful admission" into the United States and have ceased inquiry into prior immigration status as a requirement for license applicants who present an Employment Authorization Document ("EAD") with a (c)(9) or (c)(10) designation and who also present proof of a pending application for adjustment of status;
- B. On May 10, 2016, DDS notified counsel for Ochoa Chavez and Villegas Torres that his clients were eligible for issuance of driver's licenses;
- C. On or about May 13, 2016, Plaintiffs' counsel were notified by DDS' counsel that four (4) of the named plaintiffs' applications (Guled, Mowat, Escobedo, and Das) were reviewed by DDS pursuant to the Fulton County rulings, and were found to be eligible for licenses, and additional documents were requested from the other two named plaintiffs (Rosillo Zaragoza and Juarez Alegria) such that their applications could be similarly reviewed for eligibility;
- D. On May 16, 2016, Defendant issued a Manager's Bulletin which directed examiners at DDS customer service centers to accept EADs with (c)(9), (c)(10), (a)(11), and (c)(18) designations for issuance if the person also presented an I-797C showing case type I- 485, application for adjustment of status. DDS also issued change requests for the computer system to implement this change;
- E. DDS represents that, as of at least May 16, 2016, such cases ceased being referred to the DDS Office of Investigative Services for review and were instead referred only to the DDS SAVE unit if they did not pass initial verification;
- F. On May 17, 2016, Plaintiffs Mowat, Escobedo, Das, and Guled appeared at DDS and obtained their driver's licenses. DDS received Plaintiffs Juarez Alegria and Rosillo Zaragoza's documents for review; they too were

determined to be eligible for licenses. Plaintiffs Juarez Alegria and Rosillo Zaragoza were then notified on how to obtain their licenses;

- G. Between the dates of May 16, 2016 (when the Manager's bulletin was disseminated) and June 16, 2016, DDS represents that it has issued approximately 2,753 total licenses to applicants presenting an EAD with a (c)(9) or (c)(10) designation, or an average of approximately 119 per business day. Comparably, between January 1, 2016 and May 15, 2016, DDS represents that approximately 1,872 total licenses were issued to (c)(9) and (c)(10) EAD applicants, or an average of only approximately 19 per business day;
- H. By May 24, 2016, DDS had issued temporary driver's licenses to all six named Plaintiffs;
- I. On June 28, 2016, DDS issued a Manager's Bulletin to supplement the bulletin issued and disseminated on May 16, 2016. The June 28, 2016 Manager's Bulletin reaffirms that an I-797 or an I-797C indicating a case type of EOIR-42B is an acceptable document in addition to an I-797 or I-797C indicating a case type of I-485;

WHEREAS, Plaintiffs' attorneys have provided their services to Plaintiffs in this case on a *pro bono* basis, without charging or receiving any fees from Plaintiffs and without seeking from Plaintiffs reimbursement of costs advanced by Plaintiffs' counsel in litigating this case;

WHEREAS, Defendant denies Plaintiffs' allegations in this suit and Plaintiffs deny Defendant's defenses;

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated into this Agreement, and the mutual covenants contained herein, the sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties agree as follows:

1. The parties agree that a person who possesses and presents a valid Employment Authorization Document ("EAD") to DDS has lawful status for the purpose of eligibility for a Georgia driver's license under the REAL ID Act if she or he also has a pending application for adjustment of status to lawful permanent resident and presents proof of this pending application via documentary evidence that can be, and is, verified through (a) the Systematic Alien Verification for Entitlement ("SAVE") system operated by the United States Citizenship and Immigration Services ("USCIS"), an agency of the United States Department of Homeland

Security (“DHS”), or (b) alternate methods approved by DHS pursuant to 6 C.F.R. § 37.11 and 37.13.

2. The parties agree that a person demonstrates lawful status pursuant to 6 C.F.R. § 37.3 of the REAL ID Act and is eligible for a Georgia driver’s license if he or she presents:

a. an Employment Authorization Document (“EAD”) bearing a (c)(9) or (c)(10) classification, and

b. an original or copy of any one of the following documents, provided that all of the presented documents, including EADs, are able to be and are independently verified through SAVE:

i. a form I-797 or form I-797C issued by USCIS indicating case type I-485, or

ii. a form I-797 or form I-797C issued by USCIS indicating case type EOIR-42B, or

iii. a second document indicated in 6 C.F.R. § 37.11(g)(1) or documentation issued by DHS or another Federal agency demonstrating lawful status as defined by 6 C.F.R. § 37.3 and as determined by USCIS.

3. If an applicant presents a document listed at Paragraph 2(a) of this Agreement and one of the documents listed at Paragraph 2(b) of this Agreement and both documents are independently verified through SAVE, DDS will determine that the applicant has lawful status as defined in 6 C.F.R. § 37.3 for purposes of the Real ID Act for issuance of a driver’s license regardless of whether the applicant previously entered the United States lawfully and regardless of whether his or her presence in the United States was continuously authorized prior to applying for lawful permanent residency.

4. DDS represents that it has utilized the SAVE process prior to 2012. DDS will continue to utilize the SAVE process to verify documents presented as proof of lawful status in accordance with its SAVE Memorandum of Agreement (“MOA”) and the following procedures:

a. Initial verification will continue to occur at the customer service center

("CSC") level if the documents presented are ones that the CSC examiner may verify through SAVE at their terminal. If SAVE verification occurs at this first level, and provided the applicant meets all other requirements for a license that apply to any candidate for a driver's license regardless of their immigration status, DDS will issue a license to the applicant.

b. If the document(s) are unable to be verified through initial verification, then DDS will conduct second-level verification through the SAVE system. Within 2 business days of the day on which the DDS customer applied for a license, DDS will submit the SAVE case for second-level verification. If SAVE verification occurs at the second level, and provided the applicant meets all other requirements for a license that apply to any candidate for a driver's license regardless of their immigration status, DDS will issue a license to the applicant.

c. If SAVE does not verify the document(s) at the second-level verification stage, the case will go to third-level verification if indicated by SAVE or requested by the applicant. Third-level verification is conducted by the SAVE unit within the Central Issuance Department at DDS in Conyers. If, after an attempt at second-level verification, the SAVE program indicates that the third-level verification must be used or the applicant requests third-level verification, DDS will send the required forms and documents to USCIS for further verification in accordance with its MOA and/or any directive from the SAVE response in the case. DDS will initiate third-level verification within 5 business days of receiving a response through the second-level verification stage. If SAVE verification occurs at the third level, and provided the applicant meets all other requirements for a license that apply to any candidate for a driver's license regardless of their immigration status, DDS will issue a license to the applicant.

5. If an applicant's document(s) cannot be verified through SAVE during first level verification, Defendant will notify the applicant in writing that SAVE was unable to verify his or her status and that additional verification is required. The notification will contain the applicant's SAVE Case Number and a number for DDS customer service so that the applicant may check the status of his or her application. Any questions that cannot be answered by customer service concerning SAVE status shall be directed to the SAVE unit by customer service. If an applicant's status cannot be verified through SAVE thereafter, then DDS shall issue a written notice to the applicant within five business days of the conclusion of the third-level verification process by the SAVE unit. The notice shall state that, as of the date of the notice,

DDS has denied the applicant a license because his or her status could not be verified through SAVE. The notice shall also state that the applicant may appeal the denial in the superior court of Fulton County or the superior court in the county in which she or he resides, under Ga. Code § 40-5-66(a), within 30 days of the date of the notice.

6. DDS further agrees that it will do the following with regard to continuing to implement the rulings regarding the Real ID Act in *Ochoa Chavez v. Mikell*, 2015-CV-267634 (Ga. Super. Ct. Apr. 19, 2016), and *Villegas Torres v. Mikell*, 2015-CV-268588 (Ga. Super. Ct. Apr. 20, 2016) and the policies stated above:

a. Defendant will implement this Agreement through additional Manager's Bulletins, Change Requests, changes to the DDS website, and any other internal or publicly available policy statements, memoranda, training, or any other acts that are necessary to ensure that DDS staff complies with this Agreement. As part of this implementation, Defendant shall issue a new Manager's Bulletin or Manager's Bulletins stating that applicants for driver's licenses may demonstrate lawful status by presenting an EAD as described in Paragraph 2(a) and any of the documents listed at Paragraph 2(b) of this Agreement. Where the applicant has a current (c)(9) or (c)(10) classified EAD, the Manager's Bulletin(s) shall indicate that the applicant's documents shall be accepted and processed without further inquiry into the applicant's prior immigration status or lawful admission into the United States. The Manager's Bulletin(s) shall also state that any document which does not verify through SAVE at the center level, or any document that is not on the list of known recognizable documents at the CSC examiner level, shall be forwarded to the SAVE Unit for further SAVE verification. The Manager's Bulletin(s) shall clearly state that they supplement and/or supersede all previous Manager's Bulletins on this topic.

b. Defendant will also post on DDS' website that a non-citizen applicant may present any of the documents listed at Paragraph 2(b) of this Agreement, in addition to his or her valid EAD with a (c)(9) or (c)(10) designation when applying for a driver's license.

7. Within five business days of all parties signing this Agreement, the parties shall submit to the Court a joint motion for the entry of a consent stay of this case for 180 days. The motion shall incorporate the terms of this Agreement.

8. By no later than September 1, 2016, Defendant will report to Plaintiffs' counsel and the Court that all the actions required by Paragraph 6 have been completed.

Defendant shall attach to its notification the Manager's Bulletin(s) issued pursuant to Paragraph 6(a). Plaintiffs reserve the right to file a response to this report.

9. No later than 180 days following the parties' execution of this Agreement, Defendant shall file a report with the Court detailing what has been done to ensure continued compliance with this Agreement. Plaintiffs reserve the right to file a response to this report. Prior to seeking enforcement of this Agreement through the Court during the stay period, Plaintiffs' counsel shall report all alleged incidents of noncompliance to counsel for Defendant. Defendant shall have 10 business days from the date of Plaintiffs' counsel's report to Defendant of alleged noncompliance to respond to any such incidences alleged. Before seeking Court intervention or ruling, the parties shall meet and confer in good faith and attempt to negotiate a solution.

10. If Defendant demonstrates to the Court's satisfaction that Defendant has complied with this Agreement, then within 10 days of the Court's determination to that effect, the parties shall jointly move the Court for the entry of a court order retaining jurisdiction to enforce the Agreement for a period of one (1) year subsequent to dismissal (the "Enforcement Period"). Unless Defendant has unreasonably delayed the execution of this Agreement or has otherwise failed to act diligently to comply with the requirements of paragraphs 6 through 9, the Enforcement Period shall not extend beyond March 15, 2018.

11. Within 14 days of the Court's entry of an order retaining jurisdiction during the Enforcement Period, the parties shall jointly move for an order of dismissal pursuant to Fed. R. Civ. P. 41(a)(2), specifying that the dismissal is without prejudice and contingent on the entry of a court order prior to said dismissal retaining jurisdiction to enforce the Agreement for the Enforcement Period as delineated in Paragraph 10.

12. Within 90 (ninety) days after complete execution of this Agreement, Defendant shall pay to Plaintiffs' counsel a total of \$35,000.00 for costs, expenses, and attorneys' fees arising from the litigation of this case. This amount shall be paid as follows: by check in the amount of \$17,500.00 payable to the Law Office of Justin W. Chaney, and by check in the amount of \$17,500.00 payable to the Southern Poverty Law Center. Other than the amounts specified in this paragraph, each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with litigating this case up until the date on which this case is dismissed. The parties further agree that neither party is a prevailing party as a result of this Agreement. If, during the Enforcement Period following dismissal, Plaintiffs seek Court intervention regarding alleged noncompliance, the parties agree that any award of

attorney's fees and costs by the Court related to successful enforcement of the claims of noncompliance shall be limited to actual costs, expenses, and reasonable fees not to exceed \$200 per hour for attorneys, \$85 per hour for paralegals, and \$40 per hour for staff.

13. The Parties agree that this Agreement is entered into contingent on the U.S. District Court for the Northern District of Georgia retaining jurisdiction to enforce the terms of this agreement during the one-year Enforcement Period specified in Paragraph 10. Prior to seeking enforcement of this Agreement through the Court during the Enforcement Period, Plaintiffs' counsel shall report all alleged incidences of noncompliance to counsel for Defendant. Defendant shall have 10 business days from the date of Plaintiffs' counsel's report of alleged noncompliance to respond thereto. The parties further agree that before seeking enforcement through the Court, the parties shall meet and confer in good faith and attempt to negotiate a solution.

14. This Agreement is enforceable only by the parties and their counsel and is binding upon the parties, by and through their officials, agents, employees, assigns, and successors. No person or entity, other than the parties named herein, is intended to be a third party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity, other than the parties named herein, may assert any claim or right as a beneficiary or protected class under this Agreement in any civil, criminal, or administrative action. This Agreement does not authorize, nor shall it be construed to authorize, access to State of Georgia or DDS documents by persons or entities not a party to this Agreement except as allowed by applicable law.

15. Nothing in this Agreement shall be construed as an acknowledgement, an admission, or evidence of liability of DDS under the United States Constitution, or any other federal or state law, and this Agreement may not be used as evidence of liability on the merits of Plaintiffs' claims in this case or as evidence in any other civil or criminal proceeding. Nothing in this Agreement shall be construed as a waiver by Plaintiffs or members of the proposed plaintiff class of any future claims they may bring against Defendant or DDS.

16. Failure by any party or any party's counsel to enforce this entire Agreement or any provision thereof with respect to any provision herein shall not be construed as a waiver of any party's or any party's counsel's right to enforce other provisions of this Agreement.

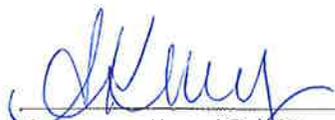
17. If, within the Enforcement Period, there is a change in the REAL ID Act or in

federal regulations implementing that Act or a change in the law and/or Constitution of the State of Georgia which renders any obligation of this Agreement inconsistent with federal or state law, any party may seek a ruling from the Court on the continuing validity of the obligation in question. Before seeking a Court ruling, the parties shall meet and confer in good faith and attempt to negotiate a solution.

18. In the event any provision of the Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.

19. This Agreement shall constitute the entire integrated agreement of the parties. All agreements and understandings between the parties are embodied and expressed herein.

The parties declare that they are eighteen years of age or older, of sound mind, and laboring under no mental disability, and that they have been advised by counsel as to the consequences of this Agreement, and they consent to its terms as provided herein.



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On behalf of Attorneys for Defendant



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Fax: (404) 221-5857
gillian.gillers@splcenter.org
On behalf of Attorneys for Plaintiffs

{client signatures follow}

Client's Signature:

Nil Govind Das
Nil Govind Das

DECLARATION OF INTERPRETER

1. My name is Dr. Rekha Gupta.
2. I am over 18 years old.
3. I certify that I am fluent in Hindi and English.
4. I certify that on July 21, 2016, I orally translated the attached settlement agreement to Nil Govind Das from English to Hindi.
5. Nil Govind Das has affirmed that he agrees to the terms of the settlement agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 28th day of July, 2016

Digitally signed by dr. rekha gupta
DN: cn=dr. rekha gupta, o, ou, email=rekhargupta@yahoo.com, c=US
Date: 2016.07.28 14:50:55 -04'00'

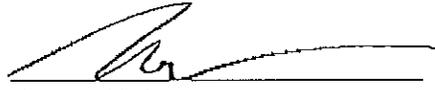
Dr. Rekha Gupta, Interpreter

Client's Signature:


Saed Guled

July 19-2016

Client's Signature:

A handwritten signature in black ink, appearing to read 'Steffani Mowat', written over a horizontal line.

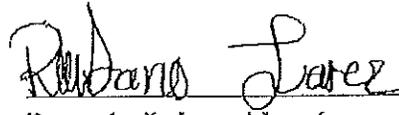
Steffani Mowat

Client's Signature:

[see below]

Rosario Juarez Alegria

Firma de Cliente:

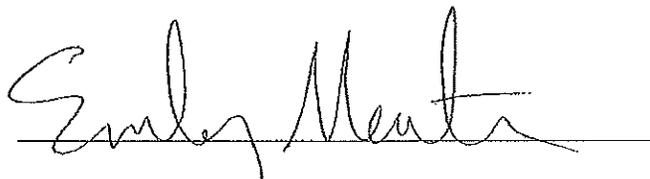

Rosario Juárez Alegría

DECLARATION OF INTERPRETER

1. My name is Emily Martin.
2. I am over 18 years old.
3. I certify that I am fluent in Spanish and English.
4. I certify that I provided a true and accurate written Spanish translation of the attached Settlement Agreement to Rosario Juarez Alegria, and that she assented to the terms of the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 28th day of July, 2016

A handwritten signature in cursive script, appearing to read "Emily Martin", written over a horizontal line.

Emily Martin, Interpreter

Client's Signature:

A handwritten signature in black ink, appearing to read 'Victor Escobedo', written over a horizontal line.

Victor Escobedo

Client's Signature:

[see below]

Jorge Rosillo Zaragoza

Firma de Cliente:

Jorge Rosillo

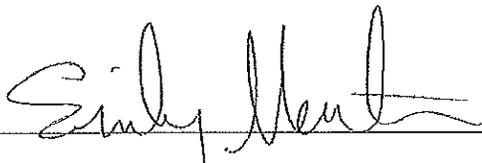
Jorge Rosillo Zaragoza

DECLARATION OF INTERPRETER

1. My name is Emily Martin.
2. I am over 18 years old.
3. I certify that I am fluent in Spanish and English.
4. I certify that I provided a true and accurate written Spanish translation of the attached Settlement Agreement to Jorge Rosillo Zaragoza, and that he assented to the terms of the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 28th day of July, 2016



Emily Martin, Interpreter

Client's Signature:

A handwritten signature in black ink, appearing to be 'B. Brantley', written over a horizontal line.

Bert Brantley, in his official capacity as
Commissioner of the Georgia Department of
Driver Services