

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

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ROSHANAK ROSHANDEL, et al.,

No. C07-1739

Plaintiffs,

- against -

MICHAEL CHERTOFF, et al.,

Defendants.

-----X

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs in the above-captioned matter, on behalf of themselves, the Plaintiff Class, and all Class Members (collectively "Named Plaintiffs" or the "Class"), and Defendants Michael Chertoff, in his official capacity as Secretary of the Department of Homeland Security; Jonathan Scharfen, in his official capacity as Acting Director of USCIS; Anne Corsano, in her official capacity as District Director of the Seattle District of USCIS; Julia Harrison, in her official capacity as Field Office Director for the Seattle Field Office of USCIS; Michael B. Mukasey, in his official capacity as Attorney General of the United States; and Robert Mueller III, in his official capacity as Director of the Federal Bureau of Investigation (collectively "Defendants" or the "Government"), by and through their attorneys, hereby enter into this Settlement Agreement and Release (the "Agreement"), as of the date it is executed by all parties hereto and effective upon approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS:

A. On October 29, 2007, Named Plaintiffs commenced a civil action against Defendants on behalf of themselves and all others similarly situated captioned Roshandel, et al., v. Chertoff, et al., United States District Court for the Western District of Washington Case No.

C07-1739 (the "Action"), and sought class certification, designation of Class Counsel and declaratory and injunctive relief.

B. The Court certified the proposed class and appointed Class Counsel on April 25, 2008, and clarified the class definition on June 3, 2008. The Court also ordered Class Counsel to provide the Class with notice of the Action and an opportunity to opt-out. Court-approved notice was mailed to the Class on July 1 and 2, 2008.

C. By Order dated May 5, 2008, the Court denied Defendants' Motion to Dismiss and/or Remand.

D. On May 29, 2008, Named Plaintiffs filed a motion for partial summary judgment which was noted for consideration on August 8, 2008 and remains pending.

E. Defendants deny all liability with respect to the Action, deny that they have engaged in any wrongdoing, deny the allegations in both the Complaint and the First Amended Complaint, deny that they committed any violation of law, deny that they acted improperly in any way, and deny liability of any kind to the Named Plaintiffs, the Class, or the Class Members, but have agreed to the settlement and dismissal of the Action with prejudice in order to: (i) avoid the substantial expense, inconvenience, and distraction of protracted litigation; and (ii) finally put to rest and terminate the Action and any and all Settled Claims as defined in Paragraph 7.

F. In a Court-approved mediation on July 21, 2008 before the Hon. Brian Tsuchida, United States Magistrate Judge, the parties conducted discussions and arm's length negotiations with respect to a compromise and settlement of the Action with a view to settling all matters in dispute. Among other things, the parties have agreed to a timeline for adjudicating the remaining Class Members' naturalization applications and scheduling eligible Class Members for oath

ceremonies that will allow enough time for the majority of Class Members who are naturalized to register to vote in the November elections.

G. After considering the benefits that the Named Plaintiffs, the Class, and the Class Members will receive from settlement of the Action and the risks of litigation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and in the best interests of the Named Plaintiffs, the Class, and the Class Members; have agreed that Defendants shall be released from the Settled Claims pursuant to the terms and provisions of this Agreement; and have agreed to the dismissal with prejudice of all Settled Claims as defined in Paragraph 7.

H. As of July 21, 2008, USCIS determined that there were 371 Class Members, 283 of which were considered ready to be adjudicated upon order of remand. The relief contained in this Agreement is intended to provide complete relief to these Class Members.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among the parties to this Agreement, through their respective attorneys, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties hereto from the Agreement, that the Settled Claims shall be compromised, settled, forever released, barred, and dismissed with prejudice, upon and subject to the following terms and conditions:

I. DEFINITIONS:

Wherever used in this Agreement, the following terms have the meanings set forth below:

1. "Action" means the civil action captioned Roshandel, et al., v. Chertoff, et al., United States District Court for the Western District of Washington Case No. C07-1739. "Class" means the Plaintiff Class certified in the Action on April 25, 2008, as clarified on June 3, 2008,

pursuant to Rule 23 of the Federal Rules of Civil Procedure, comprised of “All lawful permanent residents of the United States residing in the Western District of Washington who have submitted naturalization applications to USCIS and (1) whose naturalization applications were not determined within 120 days of the date of their initial examination, (2) whose name checks remained pending on the 120th day after their initial examination, (3) whose FBI name checks remained pending on October 29, 2007, and (4) whose naturalization applications were not adjudicated as of April 25, 2008.” For the purpose of this Agreement, the word “examination” means the initial interview by USCIS. Further, “residing in the Western District of Washington” means that an applicant was a resident of the Western District of Washington at the time the application was filed, or that the applicant subsequently moved into the Western District of Washington and informed USCIS of his or her change of address. Applicants who filed in the Western District of Washington, but who have subsequently moved, are not part of the Class.

2. “Class Member” means any person included in the Class. This does not include anyone who has opted-out, is deceased, or has received a separate remand order from another Court.

3. “Effective Date of Settlement” or “Effective Date” means the date upon which this Agreement shall become effective, as set forth in Section VI below.

4. “Plaintiff(s)” or “Named Plaintiff(s)” means Roshanak Roshandel, Vafa Ghazi-Moghaddam, Hawo Ahmed, Lin Huang, Ahmad Alkabra, Mohammad Reza Aidinejad, and Zahra Abedin.

5. “Plaintiffs’ Counsel” or “Class Counsel” means Alfred A. Day of Ropes & Gray LLP; Rita V. Latsinova of Stoel Rives LLP; Sarah Dunne of the American Civil Liberties Union of Washington; and Matt Adams and Chris Strawn of the Northwest Immigrant Rights

Project. Should these entities change their names or merge with other entities, those new entities shall also qualify as Class Counsel.

6. "Released Parties" means any and all of the Defendants, their predecessors and successors, their departments and agencies, and their past or present agents, employees, and contractors.

7. "Settled Claims" means any and all actions, in law or equity, that were asserted or that could have been asserted by Plaintiffs or Class Members or anyone acting on behalf of or in place of a Class Member, based upon the facts alleged or that could have been alleged in the Amended Complaint relating to the subject of this action, including but not limited to claims under the Administrative Procedure Act ("APA"), including claims concerning APA notice and comment procedures, claims under 8 U.S.C §§ 1446, 1447, and any claims involving USCIS' jurisdiction and authority to adjudicate naturalization applications. PROVIDED, HOWEVER, that any individual Class Member's claims under 8 U.S.C. § 1421(c) are specifically excepted from the Settled Claims.

8. "Settlement" means the settlement provided for in this Agreement.

II. RELEASE: SCOPE AND EFFECT OF RELEASE

9. On the Effective Date, the Named Plaintiffs, the Class, and the Class Members, on behalf of themselves, their heirs, executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates, and partners, and any persons they represent ("Releasing Parties"), by operation of any final judgment entered by the Court, shall have fully, finally, and forever released, relinquished, and discharged the Released Parties of and from any and all of the Settled Claims, and the Releasing Parties shall forever be barred and enjoined from bringing or prosecuting any Settled Claim against any of the Released Parties.

10. This Agreement is subject to and contingent upon Court approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

III. PROCESSING OF CLASS MEMBERS' APPLICATIONS

In consideration of the releases contained herein and subject to this Agreement's conditions, USCIS will institute procedures for the processing of all current Class Members' applications for naturalization during the existence of this Agreement, as set forth below:

A. General Processing

11. Simultaneously with the final approval order from this Court for this Settlement Agreement, the Court shall enter, attached as Exhibit A to this Agreement, a class-wide remand order of the Class Members' naturalization applications to USCIS with instructions, as follows:

a. USCIS shall adjudicate a minimum of 283 naturalization applications from the Class and schedule those individuals who are eligible to be naturalized from this group of 283 Class Members for an oath ceremony on or before September 19, 2008;

b. USCIS shall have until October 18, 2008 to adjudicate the remaining Class Members' naturalization applications and schedule those individuals who are eligible to be naturalized for an oath ceremony on or before October 18, 2008; and

12. Subject to the procedures set forth in Section IV, USCIS shall adjudicate a minimum of 283 naturalization applications from the Class and schedule those individuals who are eligible to be naturalized from this group of 283 Class Members for an oath ceremony on or before September 19, 2008. Those eligible may be scheduled for an oath ceremony on September 12. If additional Class Members decide to opt-out of the Class, the number of individuals who opt-out after July 21, 2008 shall be subtracted from the total number of applications that must be adjudicated by September 19, 2008. The last day for Class Members to

opt-out is the date of the fairness hearing which is currently scheduled for Monday, August 25, 2008 at 9:30 a.m.

13. USCIS shall send Class Counsel a letter on September 19, 2008, informing Class Counsel of the total number of applications adjudicated and the total number of Class Members naturalized pursuant to Paragraph 12. Defendants shall also copy Class Counsel on any notices sent to Class Members, including without limitation denial notices and notices of oath ceremony.

14. Subject to the procedures set forth in Section IV, USCIS shall have until October 18, 2008 to adjudicate the remaining Class Members' naturalization applications and schedule those individuals who are eligible to be naturalized for an oath ceremony on or before October 18, 2008. Those eligible may be scheduled for an oath ceremony on October 17, 2008.

15. On October 18, 2008, USCIS will send Class Counsel a letter informing Class Counsel of the total number of applications adjudicated and the total number of Class Members naturalized pursuant to Paragraph 14, as well as the number of applications remaining to be adjudicated, if any. Defendants shall also copy Class Counsel on any notices sent to Class Members, including without limitation denial notices and notices of oath ceremony.

IV. DISPUTE RESOLUTION PROCEDURES; CONTINUING JURISDICTION

16. The Court shall retain continuing jurisdiction to supervise the implementation of this Agreement and to enforce its terms, and the terms of this Agreement shall be incorporated into the Order of the Court approving the Agreement.

17. If USCIS has not adjudicated a minimum of 283 Class Members' naturalization applications and scheduled those individuals who are eligible to be naturalized for

an oath ceremony on or before September 19, 2008 in accordance with Paragraph 12, the parties will meet and confer on September 21, 2008 via teleconference.

a. If a meet and confer on September 21, 2008 is necessary and the parties are not able to resolve any disputes that may exist, Class Counsel will inform Defendants' Counsel on or before September 30, 2008 whether they will seek relief from the Court.

b. The Court shall hear, mediate, and, to the fullest extent possible, obtain the agreement of all parties to resolve any dispute.

18. Should USCIS be unable to adjudicate the remainder of applications as set forth in Paragraph 14, the parties agree to meet and confer before October 28, 2008 via teleconference.

a. Should the parties not reach a resolution on the matter, the parties agree to mediation before the Hon. Brian Tsuchida, United States Magistrate Judge, on Tuesday, October 28, 2008.

b. Should the parties not reach resolution at mediation, Defendants shall inform the Court within ten (10) days of the mediation as to why Defendants have not adjudicated the remainder of the Class Members' naturalization applications by October 18, 2008. Defendants may, provided notice is given to Class Counsel, choose to go before the Court *ex parte, in camera* as to why the naturalization applications were not adjudicated by October 18, 2008.

c. Class Members may seek sanctions and/or contempt of court against Defendants only after exhausting the dispute resolution procedures detailed in Paragraphs 17 and 18 and only upon a determination by the Court that Defendants failed to show good cause for their inability to meet their obligations under this Agreement. For the purposes of

determining whether Class Members may seek sanctions and/or contempt of court only, good cause is demonstrated by showing (1) that the applicant is subject to an ongoing investigation concerning public safety, criminal activities, fraud or national security; or (2) circumstances beyond Defendants' control, including (a) force majeure or (b) any individual Class Member's failure, after receiving notice, to comply with lawful requests for information or failure, after receiving notice, to appear for any lawfully required appointment, hearing, or ceremony in connection with the naturalization process.

19. The parties agree that the Court will not be asked to exercise jurisdiction to supervise the implementation of this Agreement or to enforce its terms until the dispute resolution processes set forth in Paragraphs 17 and 18 are exhausted.

20. The parties agree that any mediation pursuant to Paragraph 19(b) shall be conducted confidentially and no public disclosure shall be made relating to any dispute before, during, or after the mediation. All documents and information disclosed by either party during the mediation process shall be governed by Rule 408 of the Federal Rules of Evidence and shall not be admissible in any judicial proceeding. All statements or conclusions of the mediator shall not be admissible in any subsequent judicial proceeding.

21. The parties agree that any action or proceeding arising out of or in any way relating to this Agreement, including without limitation any proceeding to enforce the terms of this Agreement or show cause proceeding contemplated by this Section, shall be brought exclusively in the United States District Court for the Western District of Washington at Seattle, the Hon. Marsha J. Pechman presiding.

V. TERMS OF ORDER FOR NOTICE, HEARING AND FINAL JUDGMENT

22. Concurrently with their filing of this Agreement, Class Counsel and Defendants' Counsel shall jointly apply to the Court for Preliminary Approval of the Settlement provided for in this Agreement and entry of a Preliminary Approval Order. Such Preliminary Approval will seek approval of a Notice to the Class substantially in the form appended hereto as Exhibit B, as well as a finding that the following satisfies the publication requirements of Fed. R. Civ. P. 23: Within five (5) business days of the date of the Preliminary Approval, Class Counsel shall mail individual notice to the Class.

24. If the Settlement contemplated by this Agreement is approved by the Court, counsel for the parties shall request that the Court enter a Final Order Approving Settlement substantially in the form appended hereto as Exhibit C and shall enter the remand order appended hereto as Exhibit A.

25. Within 60 days following the Court's entry of the Final Order Approving Settlement, Class Counsel will publish a Notice of Final Settlement. The language of the Notice of Final Settlement will be agreed upon by the parties and will constitute updated notice to the Class.

VI. EFFECTIVE DATE OF SETTLEMENT; TERMINATION

26. The Effective Date of this Agreement shall be the date when all of the following shall have occurred: (a) entry of the Preliminary Approval Order; (b) approval by the Court of this Agreement, following notice to the Class and a fairness hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and (c) entry by the Court of the Final Order Approving Settlement, in all material respects in the form appended hereto as Exhibit C.

27. In the event that the Court's approval of the Agreement or the Final Judgment is reversed, vacated, or terminated on appeal, the parties' good-faith adherence to the terms of this Agreement prior to said reversal, vacatur, or termination shall not be considered unlawful.

28. Defendants' Counsel or Class Counsel shall have the right to terminate the Settlement and this Agreement by providing written notice of their election to do so ("Termination Notice") to all other parties hereto within thirty (30) days of (a) the Court declining to enter the Preliminary Approval Order or modifying that Preliminary Approval Order in any material respect; (b) the Court declining to approve the Settlement embodied in this Agreement or any material part of it; (c) the Court declining to enter the Final Order Approving Settlement or modifying the Final Order Approving Settlement in any material respect; or (d) the Court of Appeals or the United States Supreme Court's reversing, vacating, or modifying in any material way the Final Order Approving Settlement.

29. Except as otherwise provided herein, in the event that the Settlement is terminated or modified in any material respect or fails to become effective for any reason, then the Settlement shall be without prejudice and none of its terms shall be effective or enforceable; the parties to this Agreement shall be deemed to have reverted to their respective status in the Action as of the date and time immediately prior to the execution of this Agreement; and except as otherwise expressly provided, the parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In the event the Settlement is terminated or modified in any material respect, Defendants shall be deemed not to have waived, modified, or be estopped from asserting any additional defenses available to them.

VII. TERMINATION OF OBLIGATIONS

30. Unless earlier terminated by operation of Section VI, the obligations of this Agreement shall terminate upon adjudication of all Class Members' naturalization applications or upon order of the Court terminating this Agreement.

IX. NO ADMISSION OF WRONGDOING

31. This Agreement, whether or not executed, and any proceedings taken pursuant to it:

a. shall not be construed to waive, reduce, or otherwise diminish the authority of the Defendants to enforce the laws of the United States against Class Members, consistent with the Constitution and laws of the United States, and applicable regulations;

b. shall not be offered or received against the Defendants as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the Defendants of the truth of any fact alleged by Plaintiffs or Class Members, or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action, or of any liability, negligence, fault, or wrongdoing of the Defendants; or any admission by the Defendants of any violations of, or failure to comply with, the Constitution, laws or regulations; and

c. shall not be offered or received against the Defendants as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Agreement, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this

Agreement is approved by the Court, Defendants may refer to it and rely upon it to effectuate the liability protection granted them hereunder.

X. ATTORNEYS' FEES

32. Within 90 days of the Effective Date of this Agreement, and in no event later than December 31, 2008, Defendants will deliver to Class Counsel the sum of \$185,000, in full settlement of all claims for attorneys' fees and costs that could have been or will be claimed in the Action. Of the \$185,000, the sum of \$14,000 shall be for costs. Class Counsel shall bear any costs incurred in connection with notifying the Class of the terms and conditions of this Agreement.

XI. ADDITIONAL PROVISIONS

33. This Agreement, and the obligations incurred herein, shall be in full and final disposition of the Action with prejudice, including any and all Settled Claims against Defendants. On the Effective Date, Plaintiffs and all Class Members shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Defendants of and from any and all Settled Claims, subject to the provisions of Paragraph 7.

34. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

35. This Agreement may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all parties hereto or their successors-in-interest.

36. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

37. This Agreement and its exhibits constitute the entire agreement among the parties hereto concerning the Settlement of the Action, and no representations, warranties, or

inducements have been made by any party hereto other than those contained and memorialized in such documents.

38. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the parties to this Agreement shall exchange among themselves original signed counterparts.

39. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

40. This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized by the parties that this Agreement is the result of arm's length negotiations between the parties and that all parties have contributed substantially and materially to the preparation of this Agreement.

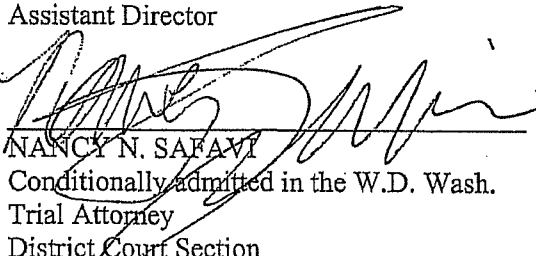
41. All Counsel and any other person executing this Agreement and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

42. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

EXECUTED this 13th day of August, 2008.

For and on behalf of Defendants:

GREGORY G. KATSAS
Assistant Attorney General
Civil Division, Department of Justice
DAVID J. KLINE
Director, Office of Immigration Litigation,
District Court Section
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Assistant Director



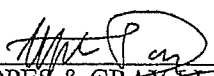
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Attorneys for Plaintiffs

Exhibit A

Hon. Marsha J. Pechman

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ROSHANAK ROSHANDEL, et al.,

Plaintiffs,

No. C07-1739-MJP

v.

MICHAEL CHERTOFF, Secretary, United States
Department of Homeland Security, et al.,

Defendants.

[PROPOSED] ORDER GRANTING
CLASS-WIDE REMAND

ORDER

Having granted the parties' joint motion to preliminarily approve a settlement of the above-captioned case, and after a duly noticed fairness hearing held on August 25, 2008, IS HEREBY ORDERED THAT pursuant to 8 U.S.C. § 1447(b), USCIS shall:

- (1) adjudicate a minimum of 283 naturalization applications from the Class and schedule those individuals who are eligible to be naturalized from this group of 283 Class Members for an oath ceremony on or before September 19, 2008;¹ and
- (2) USCIS shall have until October 18, 2008 to adjudicate the remaining Class Members' naturalization applications and schedule those individuals who are eligible to be naturalized for an oath ceremony on or before October 18, 2008.

¹ In accordance with Paragraph 12 of the Settlement Agreement, if additional Class Members decide to opt-out of the Class, the number of individuals who opt-out after July 21, 2008 shall be subtracted from the total number of applications that must be adjudicated by September 19, 2008.

1 This Order is filed in conjunction with the Court's final approval of the parties' Settlement
2 Agreement. Should USCIS be unable to adjudicate the Class Members' applications in
3 accordance with this remand order, the parties are bound by the procedures outlined in Section IV
4 of the Settlement Agreement.

5 This remand does not constitute an award of attorneys' fees and costs to either party
6 except as set forth in the Settlement Agreement. All claims in the above-referenced action are
7 hereby DISMISSED with prejudice.

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9 DATED this _____ day of August, 2008.

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District Judge Marsha J. Pechman

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1 Presented by:

2 DATED: August 13, 2008.

DATED: August 13, 2008.

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4 STOEL RIVES LLP
Attorney for Plaintiffs

GREGORY G. KATSAS
Assistant Attorney General

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6 /s/ Rita V. Latsinova
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Local Counsel for Defendants

Exhibit B

**NOTICE OF PROPOSED SETTLEMENT
AND HEARING IN CLASS ACTION FOR NON-CITIZENS WHO HAVE NOT
RECEIVED A DETERMINATION ON THEIR NATURALIZATION APPLICATION
AFTER 120 DAYS FROM THEIR INITIAL INTERVIEW**

**ROSHANDEL, ET AL. v. CHERTOFF, ET AL., Case No. C07-1739
IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

The court authorized this notice. This is not a solicitation from a lawyer.

TO: All lawful permanent residents of the United States residing in the Western District of Washington who have submitted naturalization applications to USCIS and (1) whose naturalization applications were not determined within 120 days of the date of their initial examination, (2) whose name checks remained pending on the 120th day after their initial examination, (3) whose FBI name checks remained pending on October 29, 2007, and (4) whose naturalization applications were not adjudicated as of April 25, 2008.

“Residing in the Western District of Washington” means that an applicant was a resident of the Western District of Washington at the time the application was filed, or that the applicant subsequently moved into the Western District of Washington and informed USCIS of his or her change of address. Applicants who filed in the Western District of Washington but who have subsequently moved are not part of the class.

Purpose of This Notice

This notice has three purposes: 1) to tell you about the proposed settlement and fairness hearing; 2) to tell you how to obtain more information, including a full copy of the proposed settlement agreement; and 3) to explain how you may object to the proposed settlement.

Background

This class action lawsuit was filed on October 29, 2007, to challenge alleged delays by the Government in adjudicating applications for naturalization (“Form N-400”) caused by pending FBI name checks. The parties have reached a proposed settlement that the Court has preliminarily approved.

Description of Proposed Settlement Agreement

The following description is a summary of the key points in the proposed settlement agreement. Information on obtaining a copy of the full, proposed agreement is provided after this summary.

(1) USCIS agrees to adjudicate the naturalization applications for approximately 82% of the class members and schedule eligible class members

from this group for oath ceremonies on or before September 19, 2008. Eligible class members from this group will be naturalized in plenty of time to allow the individual to register to vote in the 2008 Presidential election by mail. Those eligible may be scheduled for an oath ceremony on September 12 or October 17, more details are provided in a the below section. The parties further agree to meet and confer and, if unable to reach a voluntary agreement, seek relief from the Court with respect to any class members from this group whose naturalization applications remain pending on September 19, 2008.

(2) USCIS also agrees to adjudicate the remaining class members' naturalization applications and schedule eligible class members from this group for oath ceremonies on or before October 18, 2008. Eligible class members from this group will be naturalized in time to allow the individual to register to vote in person for the 2008 Presidential election. The parties agree to meet and confer, mediate, and, if unable to reach a voluntary agreement, seek relief from the Court with respect to any class members whose applications remain pending as of October 18, 2008.

(3) In exchange, the class members release Defendants from all "Settled Claims" as defined in Paragraph 7 of the settlement agreement. This means that class members will not be able to sue Defendants for any delay they experienced in the processing of their naturalization applications. Class members will, however, be able to challenge any denial of their naturalization application. For a complete description of the releases and "Settled Claims," you should obtain a full copy of the proposed settlement agreement.

(4) Defendants do not admit any wrongdoing, fault, or liability. The settlement agreement cannot be used against Defendants as evidence of any wrongdoing, fault, or liability in future actions.

(5) Finally, Defendants agree to pay class counsel \$185,000 in attorneys' fees and costs incurred in connection with this case.

THIS IS A SUMMARY OF THE PROPOSED AGREEMENT. TO UNDERSTAND IT FULLY, YOU SHOULD READ THE ENTIRE AGREEMENT. Copies of the proposed settlement may be obtained from: 1) The ACLU website (www.aclu-wa.org), and 2) the NWIRP website (www.nwirp.org).

Fairness Hearing

You are hereby notified that a fairness hearing is scheduled for **August 25, 2008**, at **9:00 a.m.**, before the Honorable Marsha J. Pechman of the United States District Court for the Western District of Washington, U.S. Courthouse, 700 Stewart Street, Seattle, WA 98101. At the fairness hearing, the Court will consider the proposed settlement of the claims that were brought on your behalf in this lawsuit and any objections to the settlement. You are not required to attend the fairness hearing, but you may attend if you would like.

Deadline to Opt Out of the Class

You previously received a notice about your right to opt-out of the class. The deadline to opt-out of the class is August 25, 2008. If you wish to opt-out, your opt-out request must be postmarked by that date. If you do not opt-out, you will be bound by any settlement or order of the Court in this case.

Procedures for Agreement or Objection:

IF YOU AGREE with the proposed settlement, you do not need to do anything at this time.

IF YOU DISAGREE with the proposed settlement, you have a right to object to it and to the dismissal of the claims in the lawsuit. Your objections will be considered by the Court ONLY IF you follow these procedures:

1. Objections must be in writing and must be sent by mail to the Clerk of the United States District Court for the Western District of Washington, U.S. Courthouse, 700 Stewart Street, Seattle, WA 98101,
ALL OBJECTIONS MUST CONTAIN THE FOLLOWING INFORMATION:
 - a. A reference to "Roshandel v. Chertoff, Case No. C07-1739".
 - b. The name, address, and telephone number of the person filing the objection.
 - c. A statement of the reasons for the objection.
 - d. A statement that copies of the objections have also been sent to the attorneys listed at the end of this notice.
2. You must send copies of your objections to all attorneys listed at the end of this notice.
3. The deadline for filing objections and mailing them to the attorneys listed below is **August 20, 2008**. If Objections are filed by mail, they must be received on or before **August 20, 2008** to be considered timely. Objections received after that date will not be considered. Class members who do not file objections on or before **August 20, 2008** will not be permitted to oppose the proposed settlement at the fairness hearing.
4. No later than **August 22, 2008**, the attorneys for the class and Defendants shall file and serve responses, if any, to objections they timely receive from persons opposed to the proposed settlement.

Attorneys' Names and Addresses:

For the Plaintiffs:

Rita Latsinova
Stoel Rives LLP
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Seattle, WA 98101

For the Defendants:

Nancy N. Safavi
Office of Immigration Litigation
Civil Division
P.O. Box 868
Ben Franklin Station
Washington, DC 20044

Information Regarding Oath Ceremonies

Oath ceremonies for the first group of eligible candidates will be on September 12th, one in the morning and one in the afternoon. Notices will be mailed to the class members with the date, respective time and location of the ceremony. In addition, the notices will contain a copy of the N-445, Notice of Naturalization Oath Ceremony, which must be prepared and brought to the ceremony along with the Form I-551, Resident Alien Card. If a class member requires additional documents such as photographs, it will be stated on the oath ceremony notice.

If a class member has changed his or her name, marital status, traveled outside the United States or had any criminal violations since the naturalization interview, the class member should contact class counsel as soon as possible to determine what evidence needs to be brought to the oath ceremony to establish continued eligibility.

(Class counsel should in turn notify USCIS of any such changes as soon as possible so that eligibility or processing issues can be addressed in advance of the ceremonies.)

An oath ceremony for the second group of eligible candidates will be on October 17th. Notices, with the information listed above, will be mailed to class members.

Exhibit C

Hon. Marsha J. Pechman

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ROSHANAK ROSHANDEL, et al.,

Plaintiffs,

v.

MICHAEL CHERTOFF, Secretary, United States
Department of Homeland Security, et al.,

Defendants.

No. C07-1739-MJP

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AGREEMENT**

ORDER

Having granted the parties' joint motion to preliminarily approve a settlement of the above-captioned case, and after a duly noticed fairness hearing held on August 25, 2008,

IT IS HEREBY ORDERED THAT final approval of the parties' proposed settlement agreement (the "Agreement") is GRANTED. The terms of the Agreement are hereby incorporated into this Order. The case is dismissed with prejudice and without an award of costs or fees to either party except as set forth in the Agreement. Unless earlier terminated by operation of Section VI of the Agreement, the obligations of the Agreement shall terminate upon adjudication of all Class Members' naturalization applications or upon the Court terminating the Agreement. The Court shall retain continuing jurisdiction to supervise the implementation of the Agreement and to enforce its terms.

1 IT IS HEREBY SO ORDERED.
2

3
4 Dated this ____ day of August, 2008.
5

6
7 Hon. Marsha J. Pechman
8 United States District Court Judge
9

10 Presented by:
11

12 STOEL RIVES LLP
13 Attorneys for Plaintiffs

14 /s/ Rita V. Latsinova
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