

Parties Reach Settlement in Lawsuit Filed on Behalf of Spouses of H-1B and L-1 Visa Holders

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The plaintiffs reached a settlement with the government under which USCIS agreed to return to bundling the adjudication of the Form I-539, Application to Extend/Change Nonimmigrant Status, and the Form I-765, Application for Employment Authorization, for H-4 and L-2 derivatives along with the underlying Form I-129, Petition for a Nonimmigrant Worker, when those forms are properly filed together, regardless of whether they are filed under standard or premium processing. (*Edakunni, et al. v. Mayorkas*, 1/19/23)

Honorable Judge Tana Lin

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DEEPTHI WARRIER EDAKUNNI, *et al.*,
Plaintiffs,

Case No. 21-cv-393-TL

v.

SETTLEMENT AGREEMENT

ALEJANDRO MAYORKAS, Secretary of the
Department of Homeland Security,
Defendant.

This Settlement Agreement is entered into by and between Plaintiffs and Defendant Secretary of the Department of Homeland Security (“DHS”) Alejandro Mayorkas. Plaintiffs and Defendant are referred to collectively herein as the “Parties.” Out of a mutual desire to resolve the claims in the above-captioned case without need for further litigation and without admission of any liability, the Parties hereby stipulate and agree as follows:

I. RECITALS

1. Plaintiffs are 101 spouses of H-1B and L-1 nonimmigrant workers who had Forms I-539, Application to Change or Extend their Status (H-4 or L-2), and/or Forms I-765, Application for Employment Authorization Document (“EADs”), pending at various service

1 centers operated by United States Citizenship and Immigration Services (“USCIS”), a
2 component of DHS. Plaintiffs sought to extend their nonimmigrant status and/or
3 employment authorization based on their L-2 status or H-4 status.

4 2. On March 22, 2021, Plaintiffs filed this putative class action alleging,
5 pursuant to the Administrative Procedure Act (“APA”), that USCIS has unlawfully delayed
6 adjudication of their H-4 status extensions, H-4 EAD applications, L-2 status extensions, and
7 unlawfully withheld L-2 EADs. The parties have already resolved the L-2 EAD unlawful
8 withholding claim in *Shergill v. Mayorkas*, 21-cv-1296-RSM (W.D. Wash.).

9 3. Although Plaintiffs’ Third Amended Complaint was filed as a putative class
10 action, no class has been certified.

11 4. USCIS has adjudicated all of Plaintiffs’ Forms I-539 and I-765 that were
12 pending when the Third Amended Complaint was filed and were the subject of this
13 litigation.

14 5. The Parties wish to resolve the disputes that are the subject of this Action
15 without the expense and drain on resources that may be associated with protracted litigation.

16 **II. TERMS OF THE SETTLEMENT AGREEMENT**

17 NOW THEREFORE, in consideration of the mutual promises set forth herein, the
18 Parties agree as follows:

19 **A. Definitions**

20 For purposes of this Settlement Agreement, the following terms shall be defined as:

21 1. **Action:** The term “Action” means the lawsuit *Edakunni, et al. v. Mayorkas*,
22 No. 21-cv-393-TL (W.D. Wash.).

23 2. **Parties:** The term “Parties” refers to the named Plaintiffs in this Action and
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1 Defendant.

2 3. **Effective Date:** The term “Effective Date” means the date this Settlement
3 Agreement is executed by the Parties.

4 4. **Bundle:** The term “Bundle” refers to the processing by USCIS of multiple
5 forms together as a package.

6 5. **H-4 and L-2 Derivatives:** The term “H-4 and L-2 Derivatives” refers to the
7 spouse and minor children of principal H-1B and L-1 nonimmigrant workers who are
8 present in the United States in H-4 or L-2 nonimmigrant status or who have a pending
9 change of status application requesting H-4 or L-2 nonimmigrant status.

10 6. **Properly filed together:** The term “properly filed together” means packaged
11 together and filed at the same time and in the same location, consistent with USCIS form
12 instructions.

13 **B. The individuals covered by this Settlement Agreement:**

14 The named Plaintiffs are covered by this Settlement Agreement. USCIS agrees to
15 apply Section C to all H-4 and L-2 derivative beneficiaries who have properly filed together
16 their Form I-539 and Form I-765, where applicable, with the underlying Form I-129.

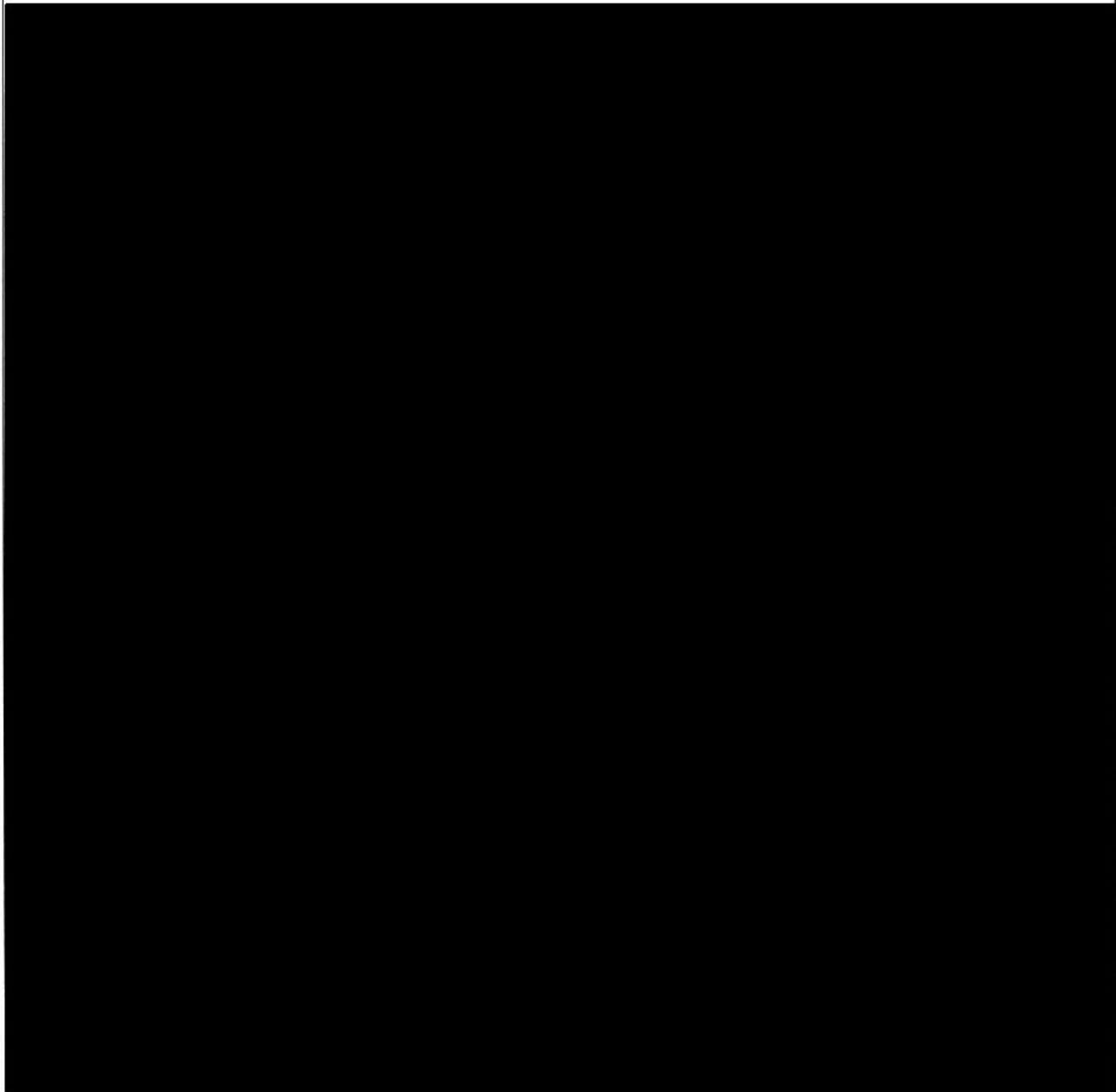
17 **C. Bundling the adjudications of Form I-539 and Form I-765 for H-4 and L-
18 2 derivatives with the underlying Form I-129:**

19 1. USCIS will bundle the adjudication of the Form I-539 and Form I-765, where
20 applicable, for H-4 and L-2 derivatives with the underlying Form I-129 when these forms are
21 properly filed together regardless of whether they are filed under standard or premium
22 processing.

23 2. USCIS will not bundle the adjudications of Forms I-539 and Forms I-765 if not
24 properly filed together with the underlying Form I-129.

1 3. The terms of Section C of the Settlement Agreement will commence 5 days after
2 the Effective Date.

3 4. This Settlement Agreement shall expire, and the entirety of the obligations set
4 forth within its terms shall become null and void, two years after the Effective Date.



22 **E. Release: Scope and Effect of Release**

23 As of the Effective Date, Plaintiffs, on behalf of themselves, their heirs, executors,
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1 administrators, representatives, attorneys, successors, assigns, agents, affiliates, and
2 partners, and any person they represent, fully, finally, and forever release, relinquish, and
3 discharge Defendant of and from any and all claims brought in this Action. The foregoing
4 release includes all claims for injunctive or declaratory relief, whether known or unknown,
5 that could have been brought on behalf of a putative class at any time prior to the Effective
6 Date.

7 **F. Additional Provisions:**

8 1. This Settlement Agreement is not, is in no way intended to be, and should not
9 be construed as, an admission of liability or fault on the part of DHS or its components,
10 agents, representatives, or employees, and it is specifically denied that USCIS has
11 unlawfully delayed the adjudications of Form I-539 or EADs to qualifying H-4 or L-2
12 spouses. This Settlement Agreement is entered into by the Parties for the purpose of
13 compromising disputed claims and avoiding the expenses and risks of further litigation.

14 2. This Settlement Agreement does not limit DHS or any of its component
15 agencies from interpreting any of their regulations in accordance with the Immigration and
16 Nationality Act.

17 3. This Settlement Agreement does not limit USCIS's authority to implement
18 new regulations, policies or practices concerning status extensions or EADs for qualifying
19 noncitizens with valid H-4 status or valid L-2 status. Furthermore, this Settlement
20 Agreement may be superseded by future regulatory action or by an Act of Congress.

21 4. This Settlement Agreement and obligations incurred herein, shall be a full
22 and final disposition of the Action with prejudice.

23 5. Within a reasonable time following execution of this Settlement Agreement,
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1 the Parties shall file a joint motion asking the Court to dismiss the case against Defendant
2 with prejudice.

3 6. The provisions of this Settlement Agreement embody and reflect the entire
4 understanding of the Parties and there are no representations, warranties, or undertakings
5 other than those expressed and set forth herein. The provisions of this Settlement
6 Agreement shall not be modified or amended in any way except by writing signed by all
7 Parties.

8 7. If there is a claim of breach of this Settlement Agreement, the Parties shall
9 mutually resolve to address the matter within 120 calendar days of the date of notice of the
10 breach. Only the named Plaintiffs may seek to enforce this Settlement Agreement if there is a
11 claimed breach not resolved within 120 days.

12 8. It is contemplated that this Settlement Agreement may be executed in several
13 counterparts, with a separate signature page for each party. All such counterparts and
14 signature pages, together, shall be deemed to be one document.

15 9. The persons signing this Settlement Agreement warrant and represent that
16 they possess full authority to bind the persons and entities on whose behalf they are signing
17 to the terms of the settlement.

18 DATED: January 19, 2023

19 *Kripa Upadhyay*
20 KRIPA UPADHYAY
KARR TUTTLE CAMPBELL
501 Fifth Ave., Ste. 3300
21 Seattle, WA 98104
Phone: 206-224-8092
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23 s/
24 JONATHAN D. WASDEN

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19 *s/* _____
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