

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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HAITIAN CENTERS COUNCIL, INC., :  
INTERNATIONAL COALITION FOR HAITIAN :  
REFUGEES, INC., IMMIGRATION LAW :  
OFFICE OF THE JEROME N. FRANK :  
LEGAL SERVICES ORGANIZATION OF NEW :  
HAVEN, CONNECTICUT; DR. FRANTZ :  
GILBERT, MILOT BAPTISTE, KENNEDY :  
AUGUSTIN and YOLANDE JEAN, :  
on behalf of themselves and all :  
others similarly situated; :  
LENER MCCLIS and CLAUD KENOL, :  
on behalf of themselves and all :  
others similarly situated, :

Plaintiffs, :

- against - :

DORIS MEISSNER, COMMISSIONER, :  
IMMIGRATION AND NATURALIZATION :  
SERVICE; JANET RENO, ATTORNEY :  
GENERAL; IMMIGRATION AND :  
NATURALIZATION SERVICE; WARREN :  
CHRISTOPHER, SECRETARY OF STATE; :  
REAR ADMIRAL ROBERT KRAHEK and :  
ADMIRAL KIME, COMMANDANTS, :  
UNITED STATES COAST GUARD; and :  
COMMANDER, U.S. NAVAL BASE, :  
GUANTANAMO BAY, :

Defendants. :

STIPULATED ORDER  
APPROVING CLASS  
ACTION SETTLEMENT AGREEMENT

92 Civ. 1258 (SJ)

On January 18, 1994, this Court provisionally approved the Stipulated Settlement Agreement (annexed as Exhibit A) submitted by the parties. Published notice of the pendency of the Settlement Agreement and of the fairness hearing was given to class members as provided in the Court's January 18, 1994 Order Preliminarily Approving Stipulated Settlement Agreement and Directing Notice to Class by counsel

for the plaintiffs in the manner set forth in the Affidavit of Joseph F. Tringali, filed on February 8, 1994. On February 22, 1994, the Court held a fairness hearing to consider any objections to the proposed Settlement Agreement.

The Court having found that, as the parties have stipulated, the defendants have fully complied with all orders entered in this case and that plaintiffs are entitled to no further relief of any kind in this action, and having made an independent determination under Fed. R. Civ. P. 23(e) that the Settlement Agreement is a fair, adequate and reasonable settlement of this action, it is hereby

ORDERED that the Settlement Agreement annexed hereto is approved; and it is further

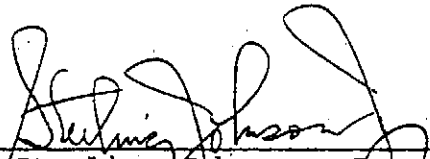
ORDERED that the Court's Interim Order of March 26, 1993, and the Order of June 8, 1993 (as clarified on July 9, 1993), including all of the declaratory and injunctive relief ordered by the district court, are vacated, and it is further

ORDERED that, pursuant to paragraph 3 of the Settlement Agreement, the instant action is dismissed in its entirety with prejudice, except that (i) the dismissal shall be without prejudice to potential future members of the certified class, i.e., "all Haitian citizens who ... will be 'screened-in'" and who "will be detained", and (ii) the Court retains continuing jurisdiction as provided for in paragraph 3 of the Settlement Agreement which jurisdiction over this action shall be terminated upon full satisfaction of the terms set forth in paragraph 5 of the Settlement Agreement; and it is further

ORDERED that the payment of attorneys' fees, expenses and the taxation of costs shall be made as provided in paragraph 5 of the

Settlement Agreement and the equal sharing of costs incurred in providing class notice shall be made as provided in Paragraph 3 of the Settlement Agreement. Upon entry of this Order, defendants shall pay to Simpson Thacher & Bartlett, in full satisfaction of all past, pending and potential future claims for attorneys' fees, expenses and costs arising out of this action, the sum of \$595,553.25 for fees and expenses under the Equal Access to Justice Act, 28 U.S.C. § 2412(d), and the sum of \$38,546.75 for costs under 28 U.S.C. § 2412(a). (These costs are for the kinds of expenditures set forth in 28 U.S.C. § 1920, which is made applicable to the United States by 28 U.S.C. § 2412(a).)

Dated: February 22, 1994

  
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Sterling Johnson, Jr.  
United States District Judge

## SETTLEMENT AGREEMENT

Re: Haitian Centers Council, Inc., et al. v. Chris Sale,  
Acting Commissioner, INS, et al., No. CV-92-1258,  
(E.D.N.Y.), appeal pending, No. 93-6216 (2d Cir.)

All of the parties to the above-referenced case, through their undersigned counsel, hereby agree to the following terms for resolving any and all claims and issues pending in this action:

1. The parties stipulate that the defendants-appellants (hereinafter "the Government") have fully complied with all orders entered in this case and that plaintiffs are entitled to no further relief of any kind in this action.

2. The parties will stipulate to the withdrawal of the Government's appeal in No. 93-6216, without prejudice, subject to reinstatement by written notice to the Clerk of the Court, so that this settlement can be fully executed. This stipulated withdrawal shall be without costs and without attorney's fees to any party. Costs and attorneys' fees will be paid under this agreement only as provided under Paragraph 5, infra.

3. If the court of appeals approves the stipulated withdrawal, the parties will jointly move that the district court vacate the Interim Order of March 26, 1993, and the Order of June 8, 1993 (as clarified on July 9, 1993), including all of the declaratory and injunctive relief ordered by the district court, and dismiss this action in its entirety with prejudice -- except that the dismissal shall be without prejudice to potential future members of the certified class, i.e., "all Haitian citizens who \* \* \* will be 'screened in' and who "will be detained." In the event that further proceedings are conducted in the district court under Federal Rule of Civil Procedure 23(e), plaintiffs will take full responsibility for providing whatever notice may be required to the class members, except that one-half of any costs incurred in providing such notice shall be paid by the Government. The district court shall retain jurisdiction solely to the extent necessary, if any, to enforce the terms of this agreement. Upon full satisfaction of the terms set forth in Paragraph 5, infra, all district court jurisdiction over this action shall be terminated.

4. If the district court grants in full the joint motion described in Paragraph 3, supra, the Government shall not reinstate its appeal in No. 93-6216, and the appeal shall thereafter be deemed withdrawn with prejudice. If the district court does not enter the order jointly requested by the parties, the Government shall reinstate its appeal.

5. Upon entry of the order jointly requested by the parties, as described in Paragraph 3, supra, the Government shall pay to plaintiffs the sum of \$634,100.00 in full satisfaction of all past, pending and potential future claims for attorneys' fees, expenses and costs arising out of this action. Payment of these fees,

expenses and costs shall be contingent upon the district court's entry of such order.

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DATE: October 21, 1993

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DATE: October 20, 1993