

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

**SUSANA PALACIOS-VALENCIA, on her
own behalf and on behalf of a class of
similarly situated persons; and
SOMOS UN PUEBLO UNIDO,**

Plaintiffs,

vs.

No. 1:14-cv-01050 WJ-KBM

**SAN JUAN COUNTY BOARD OF
COMMISSIONERS; and THOMAS
C. HAVEL, in his individual and official
capacities; the DEPARTMENT OF HOMELAND
SECURITY; and U.S. IMMIGRATION AND
CUSTOMS ENFORCEMENT,**

Defendants.

STIPULATION OF SETTLEMENT

Plaintiffs Susana Palacios-Valencia, on her own behalf and on behalf of a settlement class defined herein (“Settlement Class”), and Somos Un Pueblo Unido on behalf of its members and the Settlement Class (“Plaintiffs”); and Defendant San Juan County Board of Commissioners (“County Defendant”) (Plaintiffs and County Defendant are hereinafter collectively referred to as “the Parties”), by and through their respective counsel, hereby enter into this Stipulation of Settlement (“Stipulation of Settlement”).

I.

RECITALS

On May 13, 2016, Plaintiff Susana Palacios-Valencia, on behalf of herself and a class of similarly situated persons, and Somos Un Pueblo Unido, on behalf of its members and the class, filed a *Third Amended Complaint for Damages for Violations of Civil and Constitutional Rights and for Declaratory and Injunctive Relief* (“Complaint”) in the above-captioned matter. It is

agreed the *Third Amended Complaint* relates back to the original Complaint filed on November 19, 2014.

In the Third Amended Complaint, Plaintiffs allege the following: Throughout the time period encompassed by the class claims, the County Defendant unlawfully detained individuals, including Ms. Palacios-Valencia, at the San Juan County Adult Detention Center (“SJCADC”) pursuant to I-247 Immigration Detainers issued by U.S. Immigration and Customs Enforcement (“ICE”). Such unlawful detention was pursuant to the County Defendant’s policy of detaining persons based solely on Immigration Detainers even though Immigration Detainers are mere administrative requests, not warrants or judicial orders, and do not provide legal justification for the incarceration of individuals that ICE has asked to be detained. Plaintiffs allege these points of law were clearly established during the class period. Thus, the County Defendant’s policy and practice of detaining individuals pursuant to the Immigration Detainers deprived Ms. Palacios-Valencia and the class members of their freedom in violation of the Fourth and Fourteenth Amendments to the United States Constitution.

Plaintiffs sought damages against the County Defendant for civil rights violations under 42 U.S.C. § 1983 on behalf of herself and the class for allegedly being held in jail unlawfully due to the Immigration Detainers in violation of their constitutional rights. Plaintiffs also sought injunctive and declaratory relief against the County Defendant permanently enjoining it from any further detentions pursuant to Immigration Detainers and requiring them to cease and correct its allegedly unlawful policies and practices.

County Defendant denies Plaintiffs’ allegations. County Defendant contends Susana Palacios-Valencia was booked into SJCADC on a state law charge and ordered by the local Magistrate Court to serve a sentence of eight days. County Defendant contends ICE notified

SJCADC that Ms. Palacios-Valencia was an inadmissible and removable alien, and upon presentation of an I-247 Immigration Detainer, Federal law required the SJCDC to maintain custody of Ms. Palacios-Valencia for up to 48 hours after she would otherwise be eligible for release in order for ICE to take physical custody of her. County Defendant contends it acted reasonably, legally, and in good faith by holding Ms. Palacios-Valencia for ICE as required by Federal law, and in accordance with official documentation presented to the SJCDC by the United States government.

In addition, County Defendant contends that Ms. Palacios-Valencia was in the legal custody of the United States after the expiration of her commitment order from the Magistrate Court, and that the United States had a contract with San Juan County for the housing of Federal detainees, and that the contract applied to the detention of Ms. Palacios-Valencia and other similarly situated persons. County Defendant contends it did not violate the Fourth Amendment rights of Ms. Palacios-Valencia or the civil rights of other similarly situated persons.

Plaintiffs deny County Defendant's contentions.

The Parties undertook discovery which included exchange of documents, preparation of and responses to requests for production of documents.

The Parties attended mediation with Bruce Hall, Esq. on November 16, 2016, and continued settlement negotiations in the months following. Following extensive, arm's length negotiations, the Parties agreed to this Stipulation of Settlement which, subject to the approval of the Court, settles this action in the manner and upon the terms set forth below and fully resolves the dispute as between the Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, as follows:

II.

DEFINITIONS

1. “Administrator” means a claims administrator selected by County Defendant’s liability insurance carrier, Travelers, with the consent of Plaintiffs which will not unreasonably be withheld, which will be obligated to review and determine the validity and amount of claims submitted by Settlement Class Members (“SCMs”), according to the procedures set forth herein.

2. The “Bar Date” shall fall on the ninetieth (90th) day after the Administrator mails notice to the SCMs. The Bar Date is the date by which any SCM who wishes to receive payment pursuant to the Stipulation of Settlement must file his/her Claim Form(s), objections to this Stipulation of Settlement, or request to be excluded from the class (Opt-Out).

3. The “Claim Form” is the form required to be used to make a claim for payment under this settlement. A copy of the proposed Claim Form is attached as Exhibit “1.”

4. “Class Counsel” means John C. Bienvenu and Kristina Martinez.

5. The “Class Notice” means the notice in a form substantially similar to that attached hereto as Exhibit “2” (Notice by Mail); such other summary notice(s) to be published in the newspaper(s) identified in Paragraph 46 herein.

6. The “Class Period” is November 19, 2011 through March 1, 2017.

7. The “Database,” which has been previously reviewed and agreed to by the Parties, consists of the names of approximately 192 SCMs, as defined in paragraph 12 below, detained during the class period, and shall include the SCM’s date of birth; date of booking; date of release; dates held pursuant to an I-247 Immigration Detainer; and to the extent possible, the SCM’s last known address. The Database will be provided in hard copy and/or electronic form by the Parties to the Administrator no later than thirty (30) days from the date the United States

District Court grants preliminary approval of the terms of this Stipulation of Settlement. The Database shall not be provided by the Administrator, Class Counsel or Counsel for County Defendant to any other party to this litigation, or to any SCM.

8. The “Effective Date” means the date upon which the order entered by the Court approving the Stipulation of Settlement becomes final. The order will be deemed final only upon expiration of the time to appeal or, if a Notice of Appeal is filed, upon exhaustion of all appeals and petitions for writs of certiorari.

9. An “Opt-Out” is any potential Settlement Class Member who files a timely request for exclusion as specified in paragraphs 40 through 43 below.

10. “Released Persons” means County Defendant and its affiliates, subsidiaries, predecessors, successors, and/or assigns, together with past, present, and future officials, employees, representatives, and attorneys and/or agents of the San Juan County Board of Commissioners. “Released Persons” also includes any and all insurance carriers for the Released Persons.

11. A “Settlement Class Member” (“SCM”) means any member of the Settlement Class who does not file a valid and timely Request for Exclusion as provided in Paragraphs 40 through 43 of this Stipulation of Settlement.

12. “Settlement Class” means one of approximately 192 persons detained at the SJCADC from November 19, 2011 to March 1, 2017 pursuant to an I-247 Immigration Detainer, EXCEPT those persons:

- Who were arrested by agents of U.S. Immigration and Customs Enforcement (“ICE”); or
- Whose custody was transferred to another agency other than ICE; or

- Who had been served with a warrant of arrest for removal proceedings signed by a United States District Judge or United States Magistrate Judge; or
- Who were the subject of an Order of Deportation or Removal signed by a United States District Judge or United States Magistrate Judge.

13. “Verified claims” means claims that are made in writing on the Claim Forms and that are signed under oath by the SCM.

14. This Stipulation of Settlement is for settlement purposes only, and neither the fact of, nor any provision contained in this Stipulation of Settlement or its exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs or SCMs in this action or in any other pending or future action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of County Defendant or admission by County Defendant of any claim or allegation made in this action or in any other action, nor as an admission by any of the Plaintiffs, SCMs or Class Counsel of the validity of any fact or defense asserted against them in this action or in any other action. County Defendant denies all allegations of wrongdoing and denies any liability to Plaintiffs or to any other class members. The Parties have agreed that, in order to avoid long and costly litigation, this controversy should be settled pursuant to the terms of this Stipulation of Settlement, subject to the approval of the Court.

III.

TERMS AND EFFECT OF STIPULATION OF SETTLEMENT

15. The Parties agree solely for the purposes of this settlement and implementation that the action shall proceed as a class action, with the Settlement Class as defined in Paragraph 12 above, and that attorneys for the Class are Class Counsel defined in Paragraph 4 above; but if

such settlement fails to be approved or otherwise fails of consummation, then this Stipulation of Settlement is hereby withdrawn.

16. SCMs who comply with the requirements set forth in this Stipulation of Settlement will be paid specified sums determined by the process set forth herein in full satisfaction of all claims.

17. The Parties hereto stipulate and agree that the policies pertaining to Immigration Detainers at the San Juan County Detention Center were changed in large part in June 2014 at the direction of Detention Center Administrator Thomas C. Havel ("New Policy"). The Parties further stipulate and agree that additional policies pertaining to the manner in which the New Policy would be implemented and administered were developed as a result of Plaintiffs' and Plaintiffs' counsel's efforts preceding and during this lawsuit as set forth in Exhibit 3, and that the request for equitable relief against the County Defendant was thereby rendered moot.

18. The Stipulation of Settlement, as of the Effective Date, resolves in full all claims against the Released Persons by all of the SCMs, including the named Plaintiffs, involving alleged violation of law or constitutional rights, including their Fourth Amendment rights, their Fourteenth Amendment rights, or of any other federal, state or local law, regulation, duty, or obligation which are based upon or could be based upon or arise from the facts alleged in the lawsuit. When the Stipulation of Settlement is final, as of the Effective Date, all SCMs, including the named Plaintiffs, hereby release all such claims.

19. The Parties agree that the Court, by preliminarily approving the Stipulation of Settlement, will be certifying the class as defined in Paragraph 12, as the Settlement Class, subject to final approval of the Settlement at the fairness hearing and that the Court shall retain

exclusive and continuing jurisdiction of the action, Parties, SCMs, and the Administrator to interpret and enforce the terms, conditions and obligations under this agreement.

20. As of the Effective Date of this Stipulation of Settlement, the SCMs, including the named Plaintiffs, hereby waive any and all rights to pursue, initiate, prosecute, or commence any action or proceeding before any court, administrative agency or other tribunal, or to file any complaint with regard to acts of commission or omission by the Released Persons respecting such SCMs with respect to the claims made in the lawsuit that occurred during the Class Period.

21. This Stipulation of Settlement together with its exhibits contains all the terms and conditions agreed upon by the Parties hereto regarding the subject matter of the instant proceeding, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein, except as expressly provided herein.

22. Each SCM shall be deemed to have submitted to the jurisdiction of the Court.

23. No Opt-Out shall share in any monetary benefits provided by this Stipulation of Settlement.

24. This agreement is subject to and conditioned upon the final approval of this Stipulation of Settlement and the issuance of the final order of dismissal by the Court, providing the below specified relief, which relief shall be pursuant to the terms and conditions of this Stipulation of Settlement and the Parties' performance of their continuing rights and obligations hereunder. The final order will be deemed final upon entry by the Court. The final order shall:

- a. Dismiss with prejudice all claims in the action as to the Released Persons including all claims for declaratory and injunctive relief against the Released Persons;

- b. Order that all SCMs are enjoined from asserting against any Released Person, any and all claims which the SCMs had, has, or may have in the future arising out of the facts alleged in the Complaint;
- c. Release each Released Person from the claims which any SCM has, had or may have in the future, against such Released Person arising out of the facts alleged in the Complaint;
- d. Determine that this Stipulation of Settlement is entered into in good faith, is reasonable, fair and adequate, and in the best interest of the Class; and
- e. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Stipulation of Settlement, including County Defendant and SCMs, to administer, supervise, construe and enforce the Stipulation of Settlement in accordance with the terms for the mutual benefit of all the Parties.

25. The Parties will take all necessary and appropriate steps to obtain preliminary approval of the Stipulation of Settlement, final approval of the Settlement, and dismissal of the action with prejudice.

IV.

RESOLUTION AND PAYMENT OF CLAIMS FOR DAMAGES

26. The Potential Settlement Fund for SCMs is the number of potential claims of SCMs, approximately 192, multiplied by \$2,000.00. Within 30 days of the Bar Date, and upon receipt of all verified claims from the Claims Administrator, County Defendant via its insurer, Travelers, will transmit to the Claims Administrator that portion of the Potential Settlement Fund claimed by all SCMs.

27. Three hundred thousand dollars and no/100 (\$300,000.00) will be paid by County Defendant via its insurer, Travelers, to Class Counsel within fifteen business days of approval by the Court for Plaintiffs' attorneys' fees, gross receipts tax on Plaintiffs' attorneys' fees, and litigation expenses incurred on behalf of Plaintiffs, subject to approval of the Court. County Defendant agrees not to contest Plaintiffs' request for approval of this amount for fees, gross receipts tax, and litigation expenses. In the event the Court approves less than this amount, the Plaintiffs reserve the right to appeal the Court's decision. In the event the Court approves more than this amount, the County Defendant reserves the right to appeal the Court's decision.

28. Twenty five thousand dollars and no/100 (\$25,000.00) will be paid by County Defendant via its insurer, Travelers, to Susana Palacios-Valencia as the class representative within fifteen business days of approval by the Court to acknowledge her participation and efforts in this lawsuit in securing damages for personal injury for SCMs and changes in the County Defendant's policies regarding Immigration Detainers, subject to approval of the Court. Fifteen Thousand Dollars and no/100 (\$15,000.00) will be paid by County Defendant via its insurer, Travelers, to Somos Un Pueblo Unido within fifteen business days of approval by the Court to acknowledge its participation and efforts in this lawsuit in securing damages for personal injury for SCMs and changes in the County Defendant's policies regarding Immigration Detainers, subject to approval of the Court. County Defendant agrees not to contest Plaintiffs' request for approval of these payments to class representatives. In the event the Court approves less than this amount, the Plaintiffs reserve the right to appeal the Court's decision. In the event the Court approves more than this amount, the County Defendant reserves the right to appeal the Court's decision.

29. The Claims Administrator shall be Rust Consulting, Inc. County Defendant, via its insurer, Travelers, will pay all claims administration expenses incurred by or on behalf of the Claims Administrator. Neither Plaintiffs nor Class Counsel will be responsible for payment of any claims administration expenses.

30. The Parties agree to make an application to the Court to appoint the Administrator as an officer of the Court for the purpose of implementing the terms of this Stipulation of Settlement. The Administrator shall be subject to judicial immunity to the fullest extent permitted by law. The Administrator shall be subject to the jurisdiction of the Court with respect to any dispute arising between the Administrator and the Parties regarding the implementation of the terms and conditions of the administration agreement.

V.

**PROCEDURES FOR RECEIVING
PAYMENT UNDER THIS STIPULATION OF SETTLEMENT**

31. Following final approval of this Stipulation of Settlement by the Court all SCMs who timely submit verified claims, which have not been disallowed pursuant to objections made pursuant to paragraph 44 below, shall be entitled to receive payment as set forth in the Plan of Allocation attached hereto as Exhibit 4.

32. The Parties expressly agree that the funds paid herein are not for economic damages or for punitive damages but are attributable to damages on account of personal injuries, including but not limited to bodily injury, mental and emotional distress, and pain and suffering, arising from an occurrence, within the meaning of § 104(a)(2) of the Internal Revenue Code of 1986, as amended.

33. Any SCM who fails to submit a Claim Form completed in accordance with the instructions contained therein by the Bar Date or any other Court mandated extension, shall be forever barred from receiving any payment pursuant to the Stipulation of Settlement. Such SCM shall in all other respects be bound by all of the terms of the Stipulation of Settlement, and the judgment entered herein, including but not limited to the release of all Released Persons of all claims resolved herein. To receive payment, an SCM shall be required to submit to the Claims Administrator an executed Claim Form signed under penalty of perjury with questions completed in accordance with the instructions provided. All Claim Forms must be submitted by the Bar Date unless such period is extended by order of the Court.

34. The Claim Form shall be submitted by first class mail and shall be deemed submitted upon the date of the postmark thereon.

35. SCMs who submit valid and timely claims and whose names appear on the Database will be paid by mail at the address specified on the Claim Form as soon as practicable after the Effective Date.

36. The Administrator shall determine whether or not a person who has submitted a Claim Form is an SCM and shall reject claims by persons who are not SCMs. The Administrator will determine the dollar amount of each payment to an eligible SCM based upon the Administrator's review of the Plan of Allocation attached hereto as Exhibit 4.

37. The Administrator shall notify County Defendant and Class Counsel of each person the Administrator determines to be an SCM eligible for payment.

38. If either County Defendant or Class Counsel contests a claim on the ground of fraud or administrative error, the contesting party will notify the other party, the Administrator and the claimant. The other party and/or the claimant will have 10 days within which to respond

to the notice. After the deadline for response, the contesting party will submit any remaining issue to the District Court in accordance with local motion practice. The decision of the District Court will be final and unappealable. The contesting party will have the burden of proof.

39. For any Claim Form that the Administrator determines to be invalid or incorrect, the Administrator will provide written notice to the SCM that will include procedures and time limits for seeking reconsideration of the Administrator's determination. If the SCM timely and properly contests the Administrator's determination of the validity or correctness of the Claim Form, the Administrator will reconsider the Claim Form and make a second determination. If the Administrator determines a second time that the Claim Form is invalid or incorrect the Administrator will notify the SCM of his or her right to appeal to the District Court within thirty days of notice of the Administrator's second determination. The District Court's written decision on appeal from the Administrator's second determination will be final and unappealable.

VI.

EXCLUSION FROM THE SETTLEMENT CLASS

40. Any potential SCM who wishes to be excluded from the Settlement Class must submit a request to be excluded from the class in the form attached hereto as Exhibit 5 to the Administrator, so that it is postmarked or otherwise delivered on or before the Bar Date or as the Court may otherwise direct.

41. Any potential SCM who does not timely file a Request for Exclusion ("Opt-Out") shall conclusively be deemed to have become an SCM and to be bound by this Stipulation of Settlement and all subsequent proceedings, orders and judgments herein.

42. Any SCM who does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. SCMs who do not enter an appearance will be represented by Class Counsel.

43. The Administrator will report all Opt-Out elections to all counsel upon receipt, and will determine and report to counsel for the Parties not later than ten (10) days after the Bar Date the total number of timely and valid Opt-Out elections. If the total number of potential SCMs submitting timely and valid Opt-Out elections equals or exceeds 10, then the Defendant, in its sole discretion, may rescind their acceptance of this Stipulation of Settlement, in which case the Stipulation of Settlement will be rendered null and void and of no effect. To exercise this right of rescission, the Defendant must serve the Administrator and Class Counsel a written notice of rescission not later than thirty (30) days after the Administrator serves counsel for the Defendant with its totals of valid and timely Opt-Out elections received.

VII.

OBJECTING TO THE PROPOSED SETTLEMENT

44. Any SCM who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed settlement. The Court will enter an appropriate order setting forth the procedure for SCMs to submit comments or objections to the proposed settlement.

VIII.

NOTICE

45. Notice to SCMs shall be by first class mail, postage prepaid, to all individuals whose addresses are on record in the Database and by publication and broadcast as set forth below. All notices and information provided to SCMs shall be in English and Spanish.

46. The Administrator shall cause to be published in English and Spanish languages, in the Albuquerque Journal and the Farmington Daily Times, once a week in each of two consecutive weeks, notices in a form and manner agreed to by the Parties describing this settlement, the claims procedure and the procedure to object and/or to Opt-Out of the settlement. If the Parties cannot agree, the Court will determine the content of the published notice.

47. Announcements summarizing the proposed settlement in English and Spanish will be made on local radio stations across New Mexico three times during a week, during two successive weeks.

IX.

DISPUTE RESOLUTION

48. The Parties may bring an issue directly before the District Court when exigent facts or circumstances require immediate District Court action to prevent a serious violation of the terms of this Agreement, which otherwise would be without meaningful remedy.

X.

GOVERNING LAW

49. This Agreement will be subject to, governed by, and construed and enforced pursuant to the laws of New Mexico.

XI.

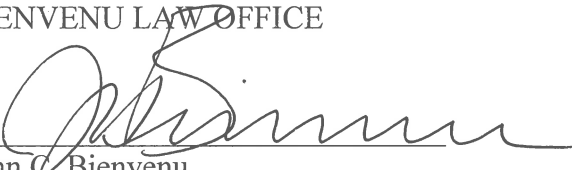
ENTIRE AGREEMENT

50. The terms of this Stipulation of Settlement and its attachments are the exclusive and final expression of all agreements by the Plaintiffs and County Defendant with respect to full and final settlement of this matter as between the Plaintiffs and County Defendant, but the Stipulation of Settlement does not, and is not intended to, constitute the entirety of agreements

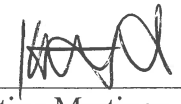
among the Defendants and their respective insurers, or between Plaintiffs and any other Defendant. The Parties have entered into this Stipulation of Settlement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Stipulation of Settlement. The terms of this Stipulation of Settlement may not be contradicted either by evidence of any prior or contemporaneous agreement or by the use of any form of extrinsic evidence whatsoever in any judicial, administrative, or other legal proceeding involving this Stipulation of Settlement.

Dated: March 3, 2017

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Attorneys for San Juan County Defendant

**SAN JUAN COUNTY IMMIGRATION DETAINER
CLASS ACTION CLAIM FORM**

**PALACIOS, et al., v. SAN JUAN COUNTY BOARD OF
COMMISSIONERS, et al.**

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW
MEXICO
No. 1:14-cv-01050 WJ-KBM**

FILL OUT THIS FORM IF YOU WERE DETAINED AT THE SAN JUAN COUNTY ADULT
DETENTION CENTER BASED ON AN IMMIGRATION DETAINER BETWEEN
NOVEMBER 19, 2011 AND MARCH 1, 2017. ALL MEMBERS OF THIS CLASS WHO
QUALIFY MAY RECEIVE A MONETARY AWARD.

**You must complete and submit this claim form no later than _____, to qualify
for payment from settlement of this class action. If you do not return a completed claim
form by the due date you will receive NO MONEY from the settlement.**

CLASS ACTION CLAIM FORM

Please provide your correct name and address here if it
does not appear to the left:

Name

Address

City, State, Zip Code

Please provide the following information

Phone #: (_____)_____

New Mexico Driver's License No.: _____

Social Security Number: ____-____-____

Date of Birth: _____

* * * * *

Answer each of the following questions by placing a check in the “yes” _ or “no” _ box at the end of the question.

PLEASE PRINT YOUR ANSWERS CLEARLY

CAUTION . . . THESE ANSWERS ARE GIVEN UNDER PENALTY OF PERJURY. ANY MATERIAL FALSE STATEMENTS WILL RESULT IN A DENIAL OF THE CLAIM.

1. Were you detained at the San Juan County Adult Detention Center at any time between November 19, 2011 and March 1, 2017?

YES ☐

NO ☐

If so, state to the best of your ability the dates of your detention (that is, when you were booked into the jail, and when you were released): _____

ANY MATERIAL FALSE STATEMENT WILL RESULT IN DENIAL OF YOUR CLAIM.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF NEW MEXICO THAT THE ABOVE IS TRUE AND CORRECT.

DATED: _____

SIGNATURE: _____

The information given here is private, and will be used only for purposes of evaluating and administering your claim. Your information may be reviewed by attorneys for any of the parties for accuracy. Verification of claims may involve review of your federal, state and county detention records. The information will not be released to the public. DO NOT CALL OR WRITE TO THE CLERK OF THE COURT FOR INFORMATION REGARDING THE PROPOSED CLASS SETTLEMENT. If you have any questions about this lawsuit, write to the Claims Administrator _____ or visit the website at _____

THIS CLAIM FORM MUST BE SIGNED AND RETURNED WITH A POSTMARK NO LATER THAN _____. Use the enclosed return envelope and mail the completed **claim form** and any supporting information to:

If you need assistance in completing this form, please feel free to contact the Administrator {contact information} or Plaintiffs' Class Counsel: Bienvenu Law Office, P.O. Box 2455, Santa Fe, New Mexico 87501 or Coberly & Martinez, LLP, 1322 Paseo de Peralta, Santa Fe, New Mexico 87501.

If you qualify for payment and you would like your settlement check mailed to an address other than that on the first page of the Claim Form, provide it here: (Address if different) to which settlement check should be mailed:

Name or c/o_____

Street Address (or Post Office Box)_____

City_____, **State**_____ **Zip Code**_____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

**SUSANA PALACIOS-VALENCIA, on her
own behalf and on behalf of a class of
similarly situated persons; and
SOMOS UN PUEBLO UNIDO,**

Plaintiffs,

vs.

No. 1:14-cv-01050 WJ-KBM

**SAN JUAN COUNTY BOARD OF
COMMISSIONERS; and THOMAS
C. HAVEL, in his individual and official
capacities; the DEPARTMENT OF HOMELAND
SECURITY; and U.S. IMMIGRATION AND
CUSTOMS ENFORCEMENT,**

Defendants.

**NOTICE OF PROPOSED SETTLEMENT OF
SAN JUAN COUNTY IMMIGRATION DETAINER CLASS ACTION**

If you were detained at the San Juan County Adult Detention Center (“SJCADC”) on an Immigration Detainer between November 19, 2011 and March 1, 2017, you may be entitled to monetary compensation under a proposed class action settlement.

There is presently pending a lawsuit filed as a class action in the United States District Court, District of New Mexico. Plaintiffs Susana Palacios-Valencia and Somos un Pueblo Unido (“Plaintiffs”) and Defendant San Juan County Board of Commissioners (“County Defendant”) have proposed a settlement that, if it receives final approval, after all appeals, will provide that certain persons detained pursuant to an Immigration Detainer at the SJCADC between November 19, 2011 and March 1, 2017 will receive money. Records of the SJCADC show that you were detained at the facility during the relevant time period and may have been subject to an Immigration Detainer. To receive monetary compensation in this pending settlement, **you must fill out and mail a claim form by _____, 2017.**

**IF YOU WISH TO CLAIM MONETARY COMPENSATION,
OBTAIN, FILL OUT AND MAIL THE CLAIM FORM AS SOON
AS POSSIBLE BUT NO LATER THAN _____, 2017.**

For more information, please read this notice.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOU MAY BE ENTITLED TO RECEIVE A PAYMENT.**

There is now pending in the United States District Court, District of New Mexico, an action filed as a class action on behalf of persons detained at the SJCADC pursuant to an Immigration Detainer between November 19, 2011 and March 1, 2017. A Stipulation of Settlement, approved preliminarily by the Court, defines the class included in this settlement as follows:

All persons detained at the SJCADC from November 19, 2011 to March 1, 2017 pursuant to an I-247 Immigration Detainer, except those persons: (a) who were arrested by agents of U.S. Immigration and Customs Enforcement (“ICE”); or (b) whose custody was transferred to another agency other than ICE; or (c) who had been served with a warrant of arrest for removal proceedings signed by a United States District Judge or United States Magistrate Judge; or (d) who were the subject of an Order of Deportation or Removal signed by a United States District Judge or United States Magistrate Judge.

You have received this Notice either because records of the SJCADC indicate that you may be in the class, or because you contacted the Claims Administrator. Whether or not you qualify as a class member will be based upon the records of the SJCADC. If these records do not contain your name and show you to be within the definition of the class, you will not qualify.

This Notice is to inform you that a settlement has been proposed in this action and that, as a potential class member, your rights may be affected by the settlement. This Notice also summarizes the terms and effect of the proposed settlement, what you can do to participate in it, how you may obtain money under the settlement, and what you must do if you choose to exclude yourself from the class.

SUMMARY OF THE CASE

On May 13, 2016, Plaintiff Susana Palacios-Valencia, on behalf of herself and a class of similarly situated persons, and Somos Un Pueblo Unido, on behalf of its members and the class, filed a *Third Amended Complaint for Damages for Violations of Civil and Constitutional Rights and for Declaratory and Injunctive Relief* (“Complaint”) in the above-captioned matter. It is agreed the *Third Amended Complaint* relates back to the original Complaint filed on November 19, 2014.

In the Third Amended Complaint, Plaintiffs allege that, throughout the time period encompassed by the class claims, County Defendant unlawfully detained individuals, including Ms. Palacios-Valencia, at the SJCADC pursuant to I-247 Immigration Detainers issued by U.S. Immigration

and Customs Enforcement (“ICE”). Plaintiffs’ allege the detentions were unlawful and undertaken pursuant to the County Defendant’s policy of detaining persons based solely on Immigration Detainers even though Immigration Detainers are mere administrative requests, not warrants or judicial orders, and do not provide legal justification for the incarceration of individuals that ICE has asked to be detained. Plaintiffs allege these points of law were clearly established during the class period. Plaintiffs allege County Defendant’s policy and practice of detaining individuals pursuant to the Immigration Detainers deprived Ms. Palacios-Valencia and the class members of their freedom in violation of the Fourth and Fourteenth Amendments to the United States Constitution.

Plaintiffs sought damages against County Defendant for civil rights violations under 42 U.S.C. § 1983 on behalf of herself and the class for being held in jail unlawfully due to the Immigration Detainers allegedly in violation of their constitutional rights. Plaintiffs also sought injunctive and declaratory relief against County Defendant to permanently enjoining them from any further detentions pursuant to Immigration Detainers and requiring them to cease and correct these policies and practices.

County Defendant denies Plaintiffs’ allegations. County Defendant contends Susana Palacios-Valencia was booked into SJCADC on a state law charge and ordered by the local Magistrate Court to serve a sentence of eight days. ICE notified SJCADC that Ms. Palacios-Valencia was an inadmissible and removable alien, and upon presentation of an I-247 Immigration Detainer, County Defendant contends Federal law required the SJCDC to maintain custody of Ms. Palacios-Valencia for up to 48 hours after she would otherwise be eligible for release in order for ICE to take physical custody of her. County Defendant contends it acted reasonably, legally, and in good faith by holding Ms. Palacios-Valencia for ICE as required by Federal law, and in accordance with official documentation presented to the SJCDC by the United States government.

In addition, County Defendant contends that Ms. Palacios-Valencia was in the legal custody of the United States after the expiration of her commitment order from the Magistrate Court, and that the United States had a contract with San Juan County for the housing of Federal detainees, and that the contract applied to the detention of Ms. Palacios-Valencia and other similarly situated persons. County Defendant contends it did not violate the Fourth Amendment rights of Ms. Palacios-Valencia or the civil rights of other similarly situated persons.

Plaintiffs deny County Defendant’s contentions.

The Parties undertook discovery which included exchange of documents, preparation of responses to request for production, and responses to requests for production.

SUMMARY OF THE PROPOSED TERMS

A Stipulation of Settlement (“Settlement”) was entered into after intensive negotiations between the parties, conducted with the assistance of a third party mediator. The Parties are requesting that the Court approve the Settlement.

A. Parties to the Settlement.

The Parties to the Settlement are the Plaintiffs, and County Defendant.

Class Counsel are John C. Bienvenu of the Bienvenu Law Office and Kristina Martinez of Coberly & Martinez, LLP.

B. Defendant Does Not Admit Any Liability.

Plaintiffs allege that the acts and/or omissions that are the subject of the claims covered by this action violated various state and federal laws. County Defendant denies all allegations of wrongdoing and denies any liability to Plaintiffs or to any other class members. The Parties have agreed that, in order to avoid long and costly litigation, this controversy should be settled pursuant to the terms of the Settlement, subject to approval of the Court.

C. Monetary Terms of the Settlement.

The Potential Settlement Fund for SCMs is the number of potential claims of SCMs, approximately 192, multiplied by \$2,000.00. Within 30 days of the Bar Date, and upon receipt of all verified claims from the Claims Administrator, County Defendant via its insurer, Travelers, will transmit to the Claims Administrator that portion of the Potential Settlement Fund claimed by all SCMs.

Three Hundred Thousand Dollars and no/100 (\$300,000) will be paid by County Defendant via its Insurer, Travelers, to Class Counsel within fifteen business days of approval by the Court for Plaintiffs’ attorneys’ fees, gross receipts tax on Plaintiffs’ attorneys’ fees, and litigation expenses incurred on behalf of Plaintiffs, subject to approval of the Court. Defendant agrees not to contest Plaintiffs’ request for approval of this amount for fees, gross receipts tax, and litigation expenses. In the event the Court approves less than this amount, the Plaintiffs reserve the right to appeal the Court’s decision. In the event the Court approves more than this amount, the County Defendant reserves the right to appeal the Court’s decision.

Twenty-five Thousand Dollars and no/100 (\$25,000.00) will be paid by County Defendant via its Insurer, Travelers, to Susana Palacios-Valencia as the class representative within fifteen business days of approval by the Court to acknowledge her participation and efforts in this lawsuit in securing damages for personal injury for SCMs and changes in County Defendant’s policies regarding Immigration Detainers, subject to approval of the Court.. In the event the Court approves less than this amount, the

Plaintiffs reserve the right to appeal the Court's decision. In the event the Court approves more than this amount, the County Defendant reserves the right to appeal the Court's decision.

Fifteen Thousand Dollars and no/100 (\$15,000.00) will be paid by County Defendant via its insurer, Travelers, to Somos Un Pueblo Unido within fifteen business days of approval by the Court to acknowledge its participation and efforts in this lawsuit in securing damages for personal injury for SCMs and changes in County Defendant's policies regarding Immigration Detainers, subject to approval of the Court. County Defendant agrees not to contest Plaintiffs' request for approval of these payments to class representatives. In the event the Court approves less than this amount, the Plaintiffs reserve the right to appeal the Court's decision. In the event the Court approves more than this amount, the County Defendant reserves the right to appeal the Court's decision.

D. Immigration Detainer Policy.

The policies pertaining to Immigration Detainers at the San Juan County Detention Center were changed in June 2014 at the direction of Detention Center Administrator, Thomas C. Havel ("New Policy"). Additional policies pertaining to the manner in which the New Policy would be implemented and administered were developed as a result of Plaintiffs' and Plaintiffs' counsel's efforts preceding and during this lawsuit as set forth in Exhibit 3 to the Stipulation of Settlement.

E. Your Options as a Class Member.

1. You May Choose to be Bound by the Settlement.

To qualify for a payment you must send in a completed Claim Form to the Claims Administrator. If you receive a notice by First Class Mail, a Claim Form will be included in the notice package. You can also get a Claim Form by: (1) calling Rust Consulting at 1-800-999-7940; (2) visiting the website for Rust Consulting, [website]; or (3) writing the Claims Administrator at **San Juan County Immigration Detainer Class Action, c/o Claims Administrator, Rust Consulting [address]**.

You have until _____, 2017, to submit a claim or to opt-out of the Settlement.

Mail your completed Claim Form to Claims Administrator at **San Juan County Immigration Detainer Class Action, c/o Claims Administrator, [name and address]**.

Remember, if you do not submit a Claim Form, you cannot get a payment. If you submit a Claim Form, you will be bound by the Settlement and receive money (if you are a class member and all other conditions are met). If you do not submit a Claim Form but do not exclude yourself from the class (as explained in the next paragraph), you will still be bound by the terms of the Settlement and dismissal entered in this case, but you will not receive any money.

By participating in this Settlement, or by doing nothing in response to this Notice, you will be waiving all your rights to all claims up to and including, March 1, 2017 related to detention based on Immigration Detainers at the SJCADC.

2. You May Choose to Exclude Yourself From the Class.

You do not have to take part in the Settlement or be a member of the class. This is called “excluding” yourself. If you exclude yourself, you cannot get a payment and you cannot object to the Settlement. Any Court orders will not apply to you. To exclude yourself, you must sign an “Opt-Out Form” that states that you want to be excluded from *Palacios, et al. v. San Juan County Board of Commissioners, et al.*, United States District Court, District of New Mexico, Case No. 1:14-cv-01050 WJ-KBM. Opt-Out Forms are available from the Claims Administrator at [address, toll-free number, website]. Your Opt-Out Form must be mailed and postmarked before _____ to the Claims Administrator at **San Juan County Immigration Detainer Class Action, c/o Claims Administrator, [name and address]**.

If you do not follow these instructions properly, you will lose your right to exclude yourself. If you exclude yourself, you cannot get any money from the Settlement of this case and you cannot object to the settlement terms. If you exclude yourself, you are no longer part of the class or the Settlement.

E. Fairness Hearing and Process for Objections.

A Fairness Hearing will be held on _____, 2017, at _____.m., at the United States District Court, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd. NW Suite 270, Albuquerque, New Mexico. If you are a class member and do not exclude yourself, you can tell the Court you do not like the Settlement or some part of it at this hearing. This is called objecting to the Settlement. For example, you can say you do not think that the Settlement is fair or adequate. The Court will consider your views.

To object, you must send a letter to the Court that contains all of the following:

1. The name and title of the lawsuit (*Palacios, et al. v. San Juan County Board of Commissioners, et al.*, United States District Court, District of New Mexico, Case No. 1:14-cv-01050 WJ-KBM);
2. A statement of each objection you have and the facts that support the objections;
3. A description of any law or case supporting the objections;
4. A statement on whether or not you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections, and, if so, how long you will need to present your objections; and

5. Copies of any documents you or your lawyer will present at the Fairness Hearing.

At the hearing on the proposed Settlement, the Court may schedule further hearings without further notice to the class. The matters considered at such future hearings may include, but shall not be limited to, further consideration of the fairness and adequacy of the proposed Settlement, consideration of the request for attorneys' fees and reimbursement of costs and expenses to Class Counsel, and the form and entry of the final judgment of dismissal in the event the proposed Settlement is approved by the Court.

Individually, or through counsel, any class member has the right to object to the proposed Settlement as a whole, to the amount of attorneys' fees and costs to Class counsel, or to any portion of either. ANY SUCH OBJECTIONS MUST BE FILED IN WRITING ON OR BEFORE _____, 2017, IN THE UNITED STATES DISTRICT COURT, DISTRICT OF NEW MEXICO, PETE V. DOMENICI U.S. COURTHOUSE, 333 LOMAS BLVD. NW SUITE 270, ALBUQUERQUE, NEW MEXICO, ATTENTION: CLERK, RE PALACIOS, ET AL V. SAN JUAN COUNTY BOARD OF COMMISSIONERS, ET AL, UNITED STATES DISTRICT COURT, DISTRICT OF NEW MEXICO, CASE NO. No. 1:14-cv-01050 WJ-KBM).

If you wish to appear and present your objections at the Fairness Hearing, you must also submit a Notice of Intention to Appear that identifies the case, contains your name and address, and explains the reason the appearance is desired. The Notice of Intention to Appear and any objections must be filed with the Court on or before _____, 2017. You may be represented by your own attorney. If you are represented by an attorney at the hearing, his or her name, address and telephone number must be included in the Notice of Intention to Appear as well. A copy of the Statement of Objection and/or Notice of Intention to Appear must also be mailed to: Bienvenu Law Office, P.O. Box 2455, Santa Fe, NM 87504-2455; Coberly & Martinez, LLP, 1322 Paseo de Peralta, Santa Fe, NM 87501; and Eaton Law Office, P.O. Box 25305, Albuquerque, NM 87125-5305.

F. How to Obtain Further Information.

DO NOT TELEPHONE OR WRITE TO THE COURT OR COURT CLERK FOR INFORMATION REGARDING THE PROPOSED CLASS SETTLEMENT. For additional information regarding the Settlement and Claim Form, or to request a copy of the Stipulation of Settlement, Claim Form or Class Counsel's Application for Attorneys' Fees, you should contact the Claims Administrator at **San Juan County Immigration Detainer Class Action, c/o Claims Administrator, Rust Consulting at _____ [address]**. You may also check the Claims Administrator's website at [website], or call 1-800-999-7940. You may also obtain detailed information about the case by examining the court file located in the office of the Clerk of the United States District Court, District of New Mexico, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd. NW Suite 270, Albuquerque, New Mexico.

G. Court Approval.

Although the Court has reviewed the proposed Settlement and granted preliminary approval, no decision as to final approval has been, or will be, reached by the Court until the Fairness Hearing. This Notice does not indicate that the Court has given final approval to the Settlement.

Dated: _____

POLICIES REGARDING IMMIGRATION DETAINERS AND INTERACTION WITH
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
(3-02-2017)

1. No person shall be detained at the San Juan County Adult Detention Center (“SJCADC”) based **solely** on the issuance or receipt of an I-247 Immigration Detainer.
2. A person may be detained on an I-247 Immigration Detainer if:
 - a. The I-247 Immigration Detainer indicates that:
 - i. A Warrant of Arrest for removal proceedings has been served; or
 - ii. An Order of Deportation or Removal from the United States has been obtained;
 - AND**
 - b. The Warrant for Arrest, or Order of Deportation or Removal is signed by a U.S. District Court Judge, or a U.S. Magistrate Judge, and a copy is provided to SJCADC.
3. In those instances where an I-247 Immigration Detainer is accompanied by a Warrant for Arrest, or Order of Deportation or Removal signed by a U.S. District Court Judge, or a U.S. Magistrate Judge, a person will not be detained for more than forty-eight hours beyond the time that he/she would otherwise be eligible for release, excluding weekends and holidays.
4. A person may be transferred directly to the custody of ICE only if a Warrant for Arrest, or Order of Deportation or Removal, signed by a U.S. District Court Judge, or a U.S. Magistrate Judge, has been provided.
5. Nothing in this policy shall affect, alter or limit SJCADC’s authority or obligation to hold a person pursuant to a federal criminal complaint.
6. No person’s release from the facility will be delayed **solely** because an I-247 Immigration Detainer was issued and received by the SJCADC.
7. A person’s right to post a fine with SJCADC will not be denied or delayed **solely** because an I-247 Immigration Detainer was issued by ICE.
8. A complete copy of an I-247 Immigration Detainer received by SJCADC shall be promptly provided to the person named in the Immigration Detainer.

9. A written notice will be placed in the Booking area of the SJCADC informing inmates, in Spanish and English, that they are not obligated to speak with ICE and not obligated to meet with ICE while incarcerated in the SJCADC.
10. Immigration status or national origin will not be inquired into, and to the extent this information is obtained, it will be treated as confidential to the extent permitted by law.
11. Any list of persons booked into the SJCADC that is routinely provided to other governmental agencies/departments may be provided to ICE. The list provided to ICE shall only contain the same information provided to other governmental agencies/departments.
12. Information regarding the release of an inmate will not be proactively provided to ICE by the SJCADC.
13. This policy is to be construed in accordance with federal law.

PLAN OF ALLOCATION

(Exhibit 4 to Stipulation of Settlement)

Subject to final Court approval and exhaustion of all appeals so as to affirm that Court approval:

All SCMs who were detained in the period November 19, 2011 through March 1, 2017 at the San Juan County Adult Detention Center pursuant to an Immigration Detainer and who submit verified claims shall be entitled to receive the following payments in full satisfaction of their claims:

1. \$2,000 for each separate occasion in which the SCM:
 - a. Was booked into the San Juan County Adult Detention Center; and
 - b. Was subject to an Immigration Detainer
2. Excluded as SCMs are any persons:
 - a. Who were arrested by agents of U.S. Immigration and Customs Enforcement (“ICE”); and/or
 - b. Whose custody was transferred to another agency other than ICE; and/or
 - c. Who had been served with a warrant of arrest for removal proceedings signed by a United States District Judge or United States Magistrate Judge; and/or
 - d. Who were the subject of an Order of Deportation or Removal signed by a United States District Judge or United States Magistrate Judge.