

Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of the Chief Counsel  
606 S. Olive Street, 8<sup>th</sup> Floor  
Los Angeles, California 90014  
(213) 894-2805

Kevin Riley  
Deputy Chief Counsel

Javad Khazaeli  
Associate Legal Advisor

Marc Van Der Hout  
Van Der Hout, Brigagliano & Nightingale, LLP  
180 Sutter Street, Fifth Floor  
San Francisco, California 94104  
Telephone: (415) 981-3000  
Facsimile: (415) 981-3003

(Additional Counsel on Following Page)

UNITED STATES DEPARTMENT OF JUSTICE  
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW  
BOARD OF IMMIGRATION APPEALS

In the matter of:	)	
	)	
Khader Musa HAMIDE	)	
A19 262 560	)	
	)	In Deportation Proceedings
Michel Ibrahim SHEHADEH	)	
A30 660 528	)	
	)	
<u>Respondents</u>	)	Los Angeles, California

**STIPULATED AGREEMENT BETWEEN UNITED STATES DEPARTMENT OF  
HOMELAND SECURITY AND KHADER MUSA HAMIDE, A19 262 560**

RECEIVED

SEP 27 2007

Van Der Hout, Brigagliano  
& Nightingale

JK

David Cole  
Georgetown University Law Center  
600 New Jersey Ave., N.W.  
Washington, D.C. 20001  
Telephone: (202) 662-9078  
Facsimile: (202) 662-9408

Leonard Weinglass  
6 West 20<sup>th</sup> Street  
New York, New York 10011  
Telephone: (212) 807-8646  
Facsimile: (212) 242-2120

Ahilan T. Arulanantham  
American Civil Liberties Union of Southern California  
1616 Beverly Blvd.  
Los Angeles, CA 90026  
Telephone: (213) 977-9500  
Facsimile: (213) 250-3919

1. Acknowledgment. The undersigned parties to this Stipulated Agreement, Khader Musa Hamide (“Respondent”), A19 262 560, and the U.S. Department of Homeland Security (“DHS”), stipulate that this Agreement fully disposes of all issues in and arising from the above-captioned deportation proceedings; that it constitutes the entire Agreement between the parties; and that it is fully binding on the parties and their successors. No promises or conditions have been entered into other than those set forth in this Agreement. This Agreement is contingent upon the execution and granting of the attached Joint Motion to Vacate Immigration Judge’s January 29, 2007 Order Terminating Proceedings, to Vacate Orders Compelling Discovery and to Issue New Order Terminating Proceedings With Prejudice (“Motion to Vacate and Terminate”). Once this motion is signed and filed, it shall be, by this reference, incorporated into this Agreement, as shall the Order granting the motion.

2. Effective Date. The Effective Date of this Agreement shall be the date the Board of Immigration Appeals (“Board”) grants the attached Motion to Vacate and Terminate in its entirety. To take effect, the Agreement must be signed and dated by the parties listed below.

3. Joint Motion to Vacate Immigration Judge Einhorn’s January 29, 2007 Order Terminating Proceedings and to Issue New Order Terminating Proceedings With Prejudice. The parties agree to file the attached Motion to Vacate and Terminate with the Board. The attached motion will request that the Board vacate as moot the January 29, 2007 Order Terminating Proceedings, vacate as moot the orders of the immigration judge in this case involving searches for exculpatory evidence or relating to discovery, and terminate the instant proceedings with prejudice. The parties agree that all three parts of the motion are essential to the Stipulated Agreement, that the motion will ask the Board to grant all three parts of the motion and that if, for any reason, the Board does not grant all three parts of the motion, the parties will jointly file a

JK

Motion to Reconsider requesting that the Board grant all three parts of the motion or none at all. If the Board denies that motion, either party may challenge the decision. The parties further agree to waive any challenge to the Board's decision if and only if the Board does each of the following: 1) vacates as moot the January 29, 2007 Order Terminating Proceedings, 2) vacates as moot the orders of the immigration judge in this case as detailed in Attachments 1 and 2 of this Agreement, and 3) terminates the proceedings with prejudice.

4. Termination of Proceedings. This Agreement is contingent on the signing and entering of all of the attached orders by the Board.

5. Effect of the Order of Termination. Removal proceedings, deportation proceedings, exclusion proceedings, or any other type of proceedings to expel or exclude Respondent from this country or take away his lawful permanent resident status may be brought in the future only as provided by paragraphs 7, 8 or 11 of this Agreement. If charges are properly brought pursuant to and in compliance with those paragraphs, the parties will not assert any preclusive effect, including but not limited to *res judicata* or estoppel, to the termination order. Except as provided in paragraphs 7, 8 or 11 of this Agreement, the government shall not attempt to deport, exclude, remove or otherwise expel Respondent from the United States nor bring any other proceeding to take away his lawful permanent resident status.

6. Agreement Regarding Petitions for Naturalization. Respondent acknowledges and agrees that he shall not petition for naturalization for a period of three years from the date this Agreement takes effect. Respondent agrees to withdraw promptly any naturalization applications that he may currently have pending before U.S. Citizenship and Immigration Services. Applying for naturalization before such date, except as authorized by paragraph 10 of this Agreement, shall be deemed a breach and a proper ground for denial of the application. This

JK

Agreement shall in no way limit the information that U.S. Citizenship and Immigration Services may consider if the Respondent applies for naturalization. If Respondent applies for naturalization, that application will be subject to the applicable laws and regulations in effect at the time of adjudication by U.S. Citizenship and Immigration Services.

7. No Removal nor Deportation Charges Based on Pre-Agreement Activities. DHS agrees not to charge Respondent as removable, deportable, excludable, or inadmissible, or bring any other type of proceedings to expel Respondent or take away his lawful permanent resident status based on any acts that Respondent has disclosed that he has engaged in prior to the date of this Agreement, any information currently in the possession of or otherwise known to DHS concerning Respondent, or any statements concerning such acts or information (regardless of whether those statements are made prior to, on, or after the effective date of this Agreement). DHS may charge Respondent as removable, deportable, excludable, or inadmissible, or bring any other type of proceeding to expel Respondent or take away his lawful permanent resident status for any activities, not related to the instant proceedings, that would render him removable pursuant to the Immigration and Nationality Act (“INA”). However, as the parties have agreed that the termination of this case contemplated by this Agreement is a termination with prejudice, DHS shall not charge Respondent as removable, deportable, excludable, or inadmissible, or bring any other type of proceedings to expel Respondent or take away his lawful permanent resident status based on any affiliations, associations, information or conduct in any way connected with any organizations that were identified or described in any testimony, motion, order, brief, or other submission by either party in the instant proceedings, or any other information or activity so identified or described, unless a breach, as described in paragraph 11, occurs. Nor shall DHS charge Respondent as removable, deportable, excludable, or inadmissible, or bring any other

JK

type of proceedings to expel Respondent or take away his lawful permanent resident status based on any statements concerning any of the matters described in the preceding sentence (regardless of whether those statements are made prior to, on, or after the effective date of this Agreement).

8. Future Activities. Subject to the limitations set forth in paragraph 7, if, after this Agreement takes effect, Respondent violates any provisions of the INA or commits any act that would render him removable pursuant to the INA, DHS may place Respondent in removal proceedings, or other type of proceedings as provided by law to expel or exclude Respondent from this country or take away his lawful permanent resident status, based upon that conduct.

9. Return of Respondent's Expired Re-Entry Document. U.S. Immigration and Customs Enforcement ("ICE") acknowledges that it is in possession of Respondent's expired re-entry document and agrees to return that document to Respondent within one month of the execution of this Agreement.

10. Issuance of Replacement I-551 Cards. ICE agrees that if Respondent is not issued a replacement I-551 card as proof of lawful permanent residency within six months of the execution of the Agreement, Respondent may immediately apply to U.S. Citizenship and Immigration Services for naturalization. Respondent filed an I-90, Application for Replacement Permanent Resident Card, file receipt number WAC9515351201, on May 12, 1995. DHS acknowledges that that application remains unadjudicated and that Respondent need do nothing further for DHS to adjudicate that application, except provide updated photographs and fingerprints if requested.

11. Effect of a Breach of this Agreement. Any material breach of this Agreement by Respondent will allow DHS, at its election and as a non-exclusive remedy, to void the entire Agreement. Under such circumstances, DHS may commence removal proceedings, or other type

JK

of proceedings as provided by law to expel or exclude Respondent from this country or take away his lawful permanent resident status, without limitation, and use any information the use of which would be otherwise barred by paragraph 7. Similarly, any material breach of this Agreement by the United States will enable Respondent, at his election and as a non-exclusive remedy, to void the entire Agreement.

12. Effectiveness of Counsel. Respondent has read this Agreement and has fully discussed this Agreement with his attorneys. The Respondent understands and agrees to the Agreement's terms. The Respondent has entered into this Stipulated Agreement freely and voluntarily, without reservation and free of any duress, threats, or coercion from any source. The Respondent also represents that he is fully satisfied with the representation he has received from his undersigned counsels, and others who may have assisted the undersigned, or otherwise provided advice to Respondent, and waives any claims of ineffective assistance of counsel.


13. Release from Liability. Respondent releases and forever discharges the U.S. Government, the Secretary of Homeland Security, DHS, ICE, CIS, the Attorney General, the Department of Justice, the Federal Bureau of Investigation, and all present and former officers, agents, and employees of those entities, from any and all claims, demands, damages, actions, causes of action, or suits of whatever kind or nature which now exist or which may hereafter accrue based on activities they have engaged in prior to the effective date of this Agreement, including but not limited to any action for attorney's fees or costs, arising out of or in any way connected with these proceedings, or resulting in this Stipulated Agreement and the attached Motions. Except in the event of any action for the purpose of enforcing the terms of this Agreement, Respondent agrees that he or any agent acting on his behalf shall not submit this Stipulated Agreement or any of the decisions and orders of the immigration judge that have been

JK


vacated as a result of this Agreement in any proceeding, whether in any federal court or before any administrative agency, against the U.S. Government, the Secretary of Homeland Security, DHS, ICE, CIS, the Attorney General, the Department of Justice, the Federal Bureau of Investigation, and all present and former officers, agents, and employees of those entities, as evidence of, or construed as or deemed to be evidence of, any wrongful action, negligence or any other claim of malfeasance.

14. Denial of Wrongdoing or Violation of Law. This Agreement shall in no way be construed as or deemed to be evidence of an admission by any party of a violation of any statute, rule or regulation.

15. Authority of DHS Counsel. The undersigned attorneys representing DHS hereby attest that they are authorized by DHS to sign this Stipulated Agreement and by so doing bind DHS to the terms and conditions of this Stipulated Agreement.

  
Date 9-29-07

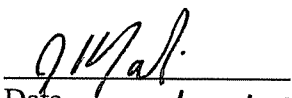
Khader Musa Hamide  
Respondent

  
Date 9-27-07

Marc Van Der Hout  
David Cole  
Ahilan T. Arulanantham  
Leonard Weinglass  
Counsel for Respondents  
by Marc Van Der Hout

  
Date 10-1-07

Kevin Riley  
Deputy Chief Counsel, Los Angeles  
U.S. Immigration and Customs Enforcement

  
Date 9/25/07

Javad Khazaeli  
Associate Legal Advisor  
U.S. Immigration and Customs Enforcement

JK

Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of the Chief Counsel  
606 S. Olive Street, 8<sup>th</sup> Floor  
Los Angeles, California 90014  
(213) 894-2805

Kevin Riley  
Deputy Chief Counsel

Javad Khazaeli  
Associate Legal Advisor

Marc Van Der Hout  
Van Der Hout, Brigagliano & Nightingale, LLP  
180 Sutter Street, Fifth Floor  
San Francisco, California 94104  
Telephone: (415) 981-3000  
Facsimile: (415) 981-3003

(Additional Counsel on Following Page)

THE UNITED STATES DEPARTMENT OF JUSTICE  
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW  
BOARD OF IMMIGRATION APPEALS

IN THE MATTERS OF:	)	A19 262 560
	)	A30 660 528
KHADER MUSA HAMIDE and	)	
	)	In Deportation Proceedings
MICHEL IBRAHIM SHEHADEH,	)	
	)	
Respondents.	)	
<hr/>		

**JOINT MOTION TO REINSTATE PROCEEDINGS, TO VACATE IMMIGRATION  
JUDGE'S JANUARY 29, 2007 ORDER TERMINATING PROCEEDINGS, TO VACATE  
ORDERS COMPELLING DISCOVERY AND TO ISSUE NEW ORDER  
TERMINATING PROCEEDINGS WITH PREJUDICE**

David Cole  
Georgetown University Law Center  
600 New Jersey Ave., N.W.  
Washington, D.C. 20001  
Telephone: (202) 662-9078  
Facsimile: (202) 662-9408

Leonard Weinglass  
6 West 20<sup>th</sup> Street  
New York, New York 10011  
Telephone: (212) 807-8646  
Facsimile: (212) 242-2120

Ahilan T. Arulanantham  
American Civil Liberties Union of Southern California  
1616 Beverly Blvd.  
Los Angeles, CA 90026  
Telephone: (213) 977-9515  
Facsimile: (213) 250-3919

The Department of Homeland Security (“DHS”) and the Respondents hereby jointly move the Board of Immigration Appeals (“Board”) to reinstate these proceedings which were administratively closed by order of the Board on September 17, 2007; to vacate as moot the Immigration Judge’s January 29, 2007 Order Terminating Proceedings; to vacate the October 26, 1992 Order of the Immigration Judge entitled “ORDER REGARDING RESPONDENTS’ RENEWED REQUEST FOR DISCLOSURE OF EXCULPATORY EVIDENCE” and the Orders of the Immigration Judge dated June 24, 1993, February 14, 1994, and June 16, 2005 also relating to discovery; and to terminate the instant proceedings with prejudice.

As grounds, the parties state that they have reached a proposed settlement agreement in this matter that terminates the proceedings with prejudice and thereby renders the above orders moot. As the proposed settlement is time sensitive, the parties request that the Board expedite this motion. Because the parties have jointly negotiated the language of the attached order, the submission of this motion as a joint motion is contingent on the Board’s adoption of the language in the attached Proposed Order without substantive change. If the Board is not prepared to issue an order that reflects the parties’ substantive agreement, set out in the attached order, the parties withdraw this motion.

Date: October 23, 2007

Respectfully submitted,

For the DHS:

---

Javad M. Khazaeli  
Associate Legal Advisor  
U.S. Immigration & Customs Enforcement

For Respondents:

---

Marc Van Der Hout  
David Cole  
Ahilan T. Arulanantham  
Leonard Weinglass  
Attorneys for Respondents  
by Marc Van Der Hout

ATTACHMENT 1

THE UNITED STATES DEPARTMENT OF JUSTICE  
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW  
BOARD OF IMMIGRATION APPEALS

IN THE MATTERS OF: ) A19 262 560  
 ) A30 660 528  
KHADER MUSA HAMIDE and )  
 ) In Deportation Proceedings  
MICHEL IBRAHIM SHEHADEH, )  
 ) (PROPOSED) ORDER  
Respondents. )  
\_\_\_\_\_ )

IT IS HEREBY ORDERED:

That, in light of the parties' settlement agreement in this matter and the filing of their Joint Motion predicated on that settlement agreement: these proceedings, which were previously administratively closed, be reinstated; that the Immigration Judge's January 29, 2007 Order Terminating Proceedings be **VACATED AS MOOT**; that the October 26, 1992 Order of the Immigration Judge entitled "ORDER REGARDING RESPONDENTS' RENEWED REQUEST FOR DISCLOSURE OF EXCULPATORY EVIDENCE" and the Orders of the Immigration Judge dated June 24, 1993, February 14, 1994, and June 16, 2005 also relating to discovery be **VACATED AS MOOT**; and that the proceedings be **TERMINATED WITH PREJUDICE**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Board Member