

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, as of May 6, 2024, is entered into by the parties in *Doe v. Roanoke Police Department*, Case No. CL24000481-00, currently pending in the Virginia Circuit Court for Roanoke City.

██████████ identified as “Jane Doe,” is the petitioner (“Petitioner”). The Petitioner is represented by Sophia Gregg of the American Civil Liberties Union of Virginia (“Petitioner’s Counsel”).

The Respondent is the Roanoke Police Department (“Respondent” or “RPD”). Respondent is represented by Tim Spencer of the Roanoke City Attorney’s Office.

The parties agree as follows:

1. **Dismissal of Case No. CL24000481-00:** The parties shall, by and through Petitioner’s Counsel, cause the Petition pending in the Circuit Court for the City of Roanoke, Case No. CL24000481-00, to be voluntarily dismissed in accordance with the terms of this Agreement. The parties consent to the reservation and exercise of jurisdiction by the Roanoke Circuit Court over all disputes between and among the Parties arising out of this Agreement for the period set forth in Paragraph 17 of this Agreement.
2. **Settlement Payment:** In full and fair settlement of this matter, but without admitting liability, the Respondents, by and through the City of Roanoke, agree to pay to Petitioner, within 60 days of the entry of the final order in this matter, the sum of four thousand four hundred and sixty-seven dollars and fifty cents (\$4,467.50) for court costs (\$117.50) and attorney’s fees (9 hours, 20 mins at rate \$450/ hour= \$4,350). The check shall be made payable to the order of “ACLU Foundation of Virginia” and delivered to the attention of Sophia Gregg. This figure includes any costs, expenses, and/or attorneys’ fees that Petitioner may otherwise have been entitled to recover against the Roanoke Police Department.
3. **Certification:** RPD agrees to certify Petitioner’s USCIS Form I-918, Supplement B, at issue in Case No. CL24000481-00 and send the original copy to Petitioner’s Counsel within 30 days of this settlement. Should Petitioner require the re-issuance of the same, RPD will provide it to Petitioner’s Counsel without delay, within ten business days.
4. **U Visa Certification Policy:** RPD agrees to adopt a U visa certification policy, ensuring that all requests for certifications for victims of qualifying criminal activity received by RPD are responded to and not unreasonably denied. In drafting the policy, RPD will abide by the requirements set forth in Va. Code §§1500-1502.
5. **Publicize U Visa Certification Procedures:** Within 60 days of the date of this settlement, RPD agrees to make public their procedures for processing requests for certifications for victims of qualifying activities and their representatives. These

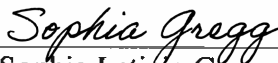
procedures shall include the contact information for the certifying official(s) designated by RPD to issue U nonimmigrant status certifications; the manner and means by which a requestor can submit their request, including a mailing or email address; the timelines for which requestors can expect a reply from RPD, not to exceed 120 for initial requests and 90 days for requests to reissue, unless by written agreement; the criteria for obtaining an expedited response from RPD; and information regarding the available legal and administrative remedies for a requestor who believes their request has been unjustly denied or refused.

6. **Notification to RPD Employees, Agents, and Contractors:** RPD agrees to make all reasonable efforts to ensure that its certifying official(s), relevant employees, and agents are aware of the provisions of this settlement and of their obligations to comply with its terms.
7. **Releases:** The undersigned Parties unconditionally release and discharge each other, their agents, representatives, insurance carriers, attorneys, predecessors-in-interest, successors-in-interest, heirs, assigns, and personal representatives in their individual and representative capacities (collectively, the “Released Parties”), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, rights, costs, losses, debts and expenses of any nature whatsoever, now known, which they ever had or now have by reason of any matter, fact or cause asserted in Case No. CL24000481-00. This Release specifically encompasses only those claims brought against the Roanoke Police Department or any employees, officers, or agents thereof in Case No. CL24000481-00.
8. **No Admission of Liability:** The Petitioner acknowledges that this Agreement does not constitute an admission by the Respondent of any: (a) liability; (b) violation of any federal, state, or local statute, law, regulation, order, or other requirement of law; (c) breach of contract, actual or implied; (d) commission of any tort; or (e) other civil wrong.
9. **Virginia Law Applies:** This Agreement shall be deemed to have been made within the Commonwealth of Virginia and shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. This Agreement shall not be construed with a presumption against the Party causing this Agreement to be drafted. This Paragraph is intended only to address the law applicable to the interpretation and enforcement of this Agreement, and not to affect the law that may apply to any future claims that the Petitioner may assert for relief outside of this Agreement; nothing in this Paragraph shall preclude the Petitioner from asserting a claim concerning any other right or privilege that she may have, under federal law, state law or other applicable law.
10. **Severability:** If one or more provisions of this Agreement shall be ruled unenforceable or void, the Parties may enforce the remainder of this Agreement.
11. **Non-Waiver:** Failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that or any other provision.

12. **Voluntary Agreement:** The Petitioner has had an opportunity to consult with an attorney regarding the execution of this Agreement. The Petitioner acknowledges that, in authorizing this Agreement, she relied only on the promises set forth in this Agreement and not on any other promise made by the Roanoke Police Department. This Agreement has been entered into freely, knowingly, and voluntarily and not as a result of coercion, duress, or undue influence.
13. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to its subject matter. This Agreement supersedes all other understandings, agreements, communications, or negotiations (whether written or oral) between the Parties hereto with respect to such subject matter.
14. **Written Amendment Required:** This Agreement may not be amended, changed, or altered, except by a writing signed by the Parties.
15. **Binding Obligations:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, including future Chiefs of Police of the Roanoke Police Department, their assigns, estate, heirs, and personal representatives.
16. **Counterparts:** This Agreement may be executed in counterparts, and if so executed, each such counterpart shall have the force and effect of an original. A facsimile or copy of an original signature transmitted to the other Party is effective as an original document.
17. **Court Jurisdiction:** The parties agree to request that the Court retain jurisdiction over this matter for a period of six months for the purpose of enforcing the parties' compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Entered:



Sophia Leticia Gregg
Counsel for Petitioner



Timothy R. Spencer
Counsel for Respondent