

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

MARK GILBERT ESQUEDA

Plaintiff,

v.

MICHAEL R. POMPEO, U.S.
SECRETARY OF STATE,

Defendant.

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Civil Case No.: 0:19-cv-01236-PJS-BRT

Patrick J. Schiltz
United States District Judge

SETTLEMENT AND RELEASE OF ALL CLAIMS

It is hereby stipulated by and between the undersigned Plaintiff, Mark Gilbert Esqueda, and Defendant, Michael R. Pompeo, U.S. Secretary of State, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release of all Claims (Settlement Agreement).
2. As part of the resolution, based on recently uncovered evidence, the Department of State (DOS or the Department) acknowledges that Plaintiff is now able to meet his burden of establishing by the preponderance of the evidence that Mark Gilbert Esqueda was born in Texas, and that Mark Gilbert Esqueda is a U.S. citizen.
 - a. Plaintiff agrees to dismiss all claims against Defendant with prejudice, with each party bearing its own costs and fees. Within 60 days of the date of execution of this agreement, Plaintiff will submit to DOS a new passport application (Form DS-11) that is unexecuted, but signed by Plaintiff; a new passport photo of Plaintiff; and a copy of the front and back of a valid government identification card.
 - b. The Department acknowledges that Mark Gilbert Esqueda has now met his burden of proving U.S. citizenship under 22 C.F.R. § 51.40 and identity under 22 C.F.R. § 51.23. If Mark Gilbert Esqueda is eligible to receive a U.S. passport pursuant to 22 C.F.R. §§ 51.60-61 and 22 U.S.C. § 212a, DOS will issue Mark Gilbert Esqueda a U.S. passport book within 60 days of receipt of Plaintiff's passport application and supporting documentation (described above in section 2 (a)). In the event that Plaintiff is ineligible to receive a U.S. passport under 22 C.F.R. §§ 51.60-61 and 22

U.S.C. § 212a, Plaintiff agrees to dismiss his 8 U.S.C. § 1503 claim against the Department within 7 days of being informed of his ineligibility in writing.

3. This Settlement Agreement is not, and is in no way intended to be, and shall not be construed as, an admission of liability or fault on the part of Defendant, its agents, servants, or employees, and it is specifically denied that it is liable to Plaintiff. All parties enter into this Settlement Agreement for the purpose of settling his claim under 8 U.S.C. § 1503 and avoiding the expenses and risks of further litigation.
4. Plaintiff acknowledges the restrictions on the use of this Settlement Agreement imposed by Federal Rule of Evidence 408.
5. Except as provided for in section 2(b), Plaintiff agrees to dismiss this case in its entirety with prejudice, including all claims against all named defendants, within 7 days of receipt of the passport book.
6. The parties agree to bear their own costs and attorney fees, and to forego any request for such costs or fees under the Equal Access to Justice Act, 28 U.S.C. § 2412, or any other statute, rule, or legal doctrine. Plaintiff also agrees he will not initiate any litigation with respect to claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, stemming from the instant litigation. Plaintiff understands that he is waiving all claims, known or unknown, which may arise with respect to seeking any fees or costs from any defendant in the above-captioned matter.
7. This Settlement Agreement contains the entire agreement between the parties hereto. Plaintiff acknowledges and agrees that no promise or representation not contained in this Settlement Agreement has been made to him, and acknowledges and represents that this Settlement Agreement contains the entire understanding between the parties to this Settlement Agreement and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No oral or written statement, remark, agreement, or understanding that is not contained herein shall be recognized or enforced, nor does this Settlement Agreement reflect any agreed-upon purpose other than the desire of the parties to reach a full and final conclusion of the litigation and to resolve the issue of Plaintiff's citizenship without the time and expense of further litigation.
8. This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the parties to this Settlement Agreement, nor shall any provision hereof be waived other than by a written waiver signed by the parties to this Settlement Agreement.
9. Plaintiff has discussed this Settlement Agreement with his counsel, understands the terms and conditions of this Settlement Agreement, and the attorney is fully authorized to enter into it.
10. This Settlement Agreement may be signed in counterparts. Facsimile transmissions of the original signatures to this agreement shall have the same effect as the original signatures.

Dated: July 5, 2019


Mark Gilbert Esqueda

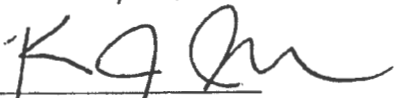
Plaintiff

Dated: 07/12/2019


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Attorney for Plaintiff

Dated: 7/12/2019


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Civil Division
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Attorney for Defendant

Dated: 5 JUL 2019