

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ANGELICA DAVILA,

Plaintiff,

v.

Civil Action No.
2:13-cv-00070

NORTHERN REGIONAL JOINT
POLICE
BOARD, *et al.*,

Defendants.

**FULL RELEASE AND SETTLEMENT OF ALL CLAIMS
AGAINST DEFENDANT ALLEGHENY COUNTY**

This Full Release and Settlement of All Claims against Defendant Allegheny County ("Settlement Agreement") is entered into this 11 day of July, 2015 by and between Plaintiff Angelica Davila and Defendant Allegheny County ("Parties").

I, Angelica Davila, Plaintiff in this lawsuit, for and in consideration of the mutual promises herein and of the settlement payment by Allegheny County of \$25,000.00 (twenty-five thousand dollars and no cents), representing the full liquidation of any and all claims of any and all kinds whatsoever—past, present, and/or future—which claims are or may be had by me against Allegheny County in connection with the above-referenced lawsuit, including any and all claims for bodily injuries, civil rights violations,

constitutional harms, death, emotional distress, financial losses, pain and suffering, personal injuries, psychiatric and/or psychological injuries, attorneys' fees, costs of suit, sanctions, and any other claim that was or could have been presented in connection with the aforesaid lawsuit, do forever completely acquit, discharge, and release Allegheny County, and all its past, present, and future agents, attorneys, employees, officials, officers, representatives, successors, heirs, and assigns, of and from any and all manner of actions, awards, causes of action, claims, compensation, contracts, costs, debts, judgments, liabilities, losses, sanctions, suits in law or equity, verdicts, and demands of any kind whatsoever, known and unknown, foreseen and unforeseen, which I now have or may in the future have pertaining to and/or arising directly or indirectly out of my incarceration in the Allegheny County Jail, including, without limitation, any and all claims that were or could have been asserted by me in the aforesaid lawsuit.

**PLAINTIFF AND ALLEGHENY COUNTY
FURTHER ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT:**

1. Plaintiff and her counsel will execute and return this Settlement Agreement to counsel for Allegheny County.
2. Counsel for Allegheny County will supply to Plaintiff's counsel the W-9 tax forms and Vendor Creation forms required by the Allegheny County



Controller to process settlement payment under this Settlement Agreement.

3. Plaintiff and her counsel will execute and return to counsel for Allegheny County the aforesaid W-9 tax forms and Vendor Creation forms.

4. Except as otherwise provided herein, Allegheny County will be obligated to deliver settlement payment under this Settlement Agreement within ninety (90) days of entry of the order granting court approval of this Settlement Agreement.

5. Allegheny County will make settlement payment by check payable to: American Civil Liberties Foundation of Pennsylvania.

6. Allegheny County will deliver the settlement check to Plaintiff's counsel of record, Sara J. Rose, Esquire, of the American Civil Liberties Union ("the ACLU"), 247 Fort Pitt Blvd., Pittsburgh, PA 15222.

7. Sara J. Rose, Esquire, as counsel for Plaintiff, acknowledges and agrees by her signature below that any and all claims by her, the ACLU, and/or any other of Plaintiff's attorneys for attorneys' fees against Allegheny County under the federal civil rights statutes, for sanctions under the Federal Rules of Civil Procedure, and/or for any other money under any legal authority(ies) in connection with the instant lawsuit are being satisfied in full through the payment made pursuant to this Settlement Agreement.

8. The settlement payment made by Allegheny County under this Settlement Agreement will constitute all money that is due and/or will ever



be due to Plaintiff and/or her counsel from Allegheny County in connection with this lawsuit.

9. Allegheny County will not be responsible for court costs.

10. Plaintiff and Allegheny County intend that this Settlement Agreement will function as a *pro rata* joint tort release if any remaining party raises any claim for contribution or otherwise against Allegheny County.

11. Plaintiff is responsible for all tax liabilities and/or tax consequences, if there are any, related to their receipt of settlement money pursuant to this Settlement Agreement, and Allegheny County will have no responsibility for any such tax liabilities and/or tax consequences that may be asserted against Allegheny County arising from the payment made to Plaintiff pursuant to this Settlement Agreement. It is further agreed that Plaintiff will indemnify Allegheny County for any such tax liabilities and/or tax consequences if any are asserted against Allegheny County by anyone in connection with the payment made to Plaintiff by Allegheny County pursuant to this Settlement Agreement.

12. Plaintiff agrees and represents that she does not owe any taxes or other indebtedness to Allegheny County. As part of the terms and conditions of this Settlement Agreement, Allegheny County may perform a search of its taxing records to confirm that Plaintiff is not indebted in any way to Allegheny County. If Plaintiff owes taxes or other indebtedness to



Allegheny County, Allegheny County may deduct from the settlement payment any such taxes or indebtedness. If there are no outstanding taxes or other indebtedness, Allegheny County will process the settlement payment to Plaintiff as otherwise described herein.

13. Allegheny County shall maintain and follow a written policy ("Policy") establishing guidelines and procedures pertaining to the receipt of certain immigration detainer requests and administrative warrants by Allegheny County, a copy of which policy is attached hereto and marked Exhibit 1.

14. The County shall ensure that the Policy is disseminated to all employees of the Allegheny County Jail and fully implemented.

15. The Parties agree that the Court shall retain continuing jurisdiction to enforce the terms of this Settlement Agreement for a period of two (2) years from the date of execution (the "Enforcement Period"), as agreed to in the stipulated Order of Dismissal. The parties do not anticipate a breach of this Settlement Agreement. In the event of a breach, however, the Parties agree:

a. The non-breaching Party will have lost the benefit of its bargain and therefore may take action to enforce this Settlement Agreement, subject to the procedures set forth below; and

b. The appropriate and hereby stipulated remedy upon proof of a breach is an order of specific performance.

16. While the Parties do not anticipate a breach of this Settlement Agreement, in the event a Party believes that the terms of this Settlement Agreement have been breached during the Enforcement Period, the Parties agree that the following procedure will govern:

a. The Party that believes the terms of this Settlement Agreement have been breached will notify the other Party of the specific nature of the alleged breach in writing to the attention of counsel for the Parties identified below:

Plaintiff's Counsel:
Sara J. Rose, Esq.
ACLU of Pennsylvania
247 Fort Pitt Blvd.
Pittsburgh, PA 15222

Defendant's Counsel:
Solicitor
Allegheny County Law Department
300 Fort Pitt Commons Building
445 Fort Pitt Boulevard
Pittsburgh, Pennsylvania 15219

b. After the notification set forth above, the Party believed to have breached the terms of this Settlement Agreement shall have seven (7) days from the date of notification to respond in writing to the attention of counsel for the Party identified above as to the specific

nature of the alleged breach, identifying a reasonable basis for the alleged breach and/or its good faith efforts to remedy the alleged breach.

c. If after the seven (7) day period, the Party believed to have breached the terms of this Settlement Agreement has not responded in writing to the attention of counsel for the party identified above as to the specific nature of the alleged breach, identifying a reasonable basis for the alleged breach and/or its good faith efforts to remedy the alleged breach, the Party that believes the terms of the Settlement Agreement have been breached may take action to enforce the terms of the Settlement Agreement by filing an appropriate motion with the Court, which will retain jurisdiction over the enforcement of this Settlement Agreement during the enforcement Period and to resolve any motion to enforce this Settlement Agreement that is filed prior to the expiration of the Enforcement Period.

d. If the Party believed to have breached the terms of this Settlement Agreement responds in writing to the attention of counsel for the Party identified above as to the specific nature of the alleged breach, identifying a reasonable basis for the alleged breach and/or its good faith efforts to remedy the alleged breach within the seven (7) day period, the Party that believes the terms of this Settlement



Agreement have been breached will not take action to enforce the terms of the Settlement Agreement, except as set forth in the following paragraphs:

i. If after receiving a written response set forth above, a Party still believes the terms of this Settlement Agreement have been breached, they will notify the other Party of the specific nature of the alleged breach and/or alleged deficiency in the identified justification and/or good faith efforts to remedy the alleged breach in writing, to the attention of counsel for the Party identified above.

ii. After the notification set forth above, the Party believed to have breached the terms of this Settlement Agreement shall have seven (7) days from the date of notification to respond in writing to the attention of counsel for the Party identified above setting forth any additional justification for the alleged breach and/or good faith efforts to remedy the alleged breach.

iii. Following the seven (7) day period, a Party that still believes the terms of this Settlement Agreement have been breached may take action to enforce the terms of the Settlement Agreement by filing an appropriate motion with the Court, which will retain jurisdiction over the enforcement of this Settlement Agreement during the Enforcement Period and to resolve any motion to enforce this

Settlement Agreement that is filed prior to the expiration of the Enforcement Period.

17. This Settlement Agreement will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

18. If any court of competent jurisdiction determines that any term, condition, paragraph, or provision of this Settlement Agreement is void or invalid, then only such term, condition, paragraph, or provision determined to be void or invalid will be stricken from the Settlement Agreement, and the remainder of the Settlement Agreement will continue in full force and effect in all other respects.

19. This Settlement Agreement may be executed in counterparts.

20. Plaintiff and Allegheny County make this Settlement Agreement in compromise of a disputed claim or claims embodied in the aforementioned lawsuit filed by Plaintiff. This Settlement Agreement is entered in order to avoid further expenses associated with continued litigation of this lawsuit and in order to make a full and final adjustment and resolution of all claims as between Plaintiff and Allegheny County in connection with this lawsuit. Neither this Settlement Agreement nor the settlement payment made hereunder will be construed as an admission of liability or wrongdoing on the part of Allegheny County or its past, present, and/or future agents, attorneys, employees, officials, officers, representatives, successors, heirs,

and/or assigns—such liability and wrongdoing being expressly denied on behalf of and by Allegheny County and on behalf of its past, present, and future agents, attorneys, employees, officials, officers, representatives, successors, heirs, and/or assigns.

21. This Settlement Agreement constitutes the entire agreement and understanding between Plaintiff, her counsel, Allegheny County, and counsel for Allegheny County in connection with the settlement of this lawsuit.

22. The terms of this Settlement Agreement are contractual and are not mere recitals.

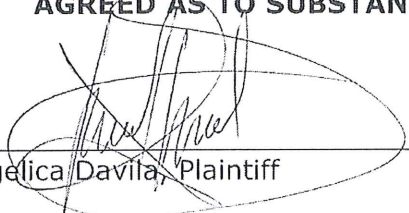
23. Nothing in this Agreement shall preclude any person not bound by this Agreement from filing a separate, original action to vindicate alleged rights that are otherwise addressed in this Agreement.

24. Plaintiff declares that she has carefully read this Settlement Agreement, knows and understands its contents, knows and understands that by signing it she is releasing certain rights in accordance with this Settlement Agreement, has conferred with her counsel concerning the terms of this Settlement Agreement and concerning the consequences of her signatures hereon, and knowingly signs this Settlement Agreement as her free and voluntary act with the intent to be bound legally by it.

IN WITNESS HEREOF AND INTENDING TO BE BOUND LEGALLY,
the undersigned set their hands and seals this 11 day of

July, 2015.

AGREED AS TO SUBSTANCE AND FORM. WITNESS:



Angelica Davila, Plaintiff



Sara J. Rose
Counsel for Plaintiff

William D. McKain
Allegheny County Manager

Andrew F. Szefi
Allegheny County Solicitor
Counsel for Allegheny County

Paul R. Dachille
Allegheny County Assistant Solicitor
Counsel for Allegheny County

END OF DOCUMENT.

Exhibit 1



**ALLEGHENY COUNTY
BUREAU OF CORRECTIONS**

APPLICABILITY: All Authorized Personnel

POLICY NUMBER: #50

EFFECTIVE: 6-19-15

TITLE: Immigration Detainers and Warrants

AUTHORIZED BY: ORLANDO L. HARPER, CCM

SIGNATURE:

Orlando L. Harper

POLICY

It is the policy of the Allegheny County Jail (ACJ) that the facility will not detain any inmate and will not delay the otherwise authorized release of any inmate, as a result of detainer requests or administrative warrants received by ICE. Further, it is the policy of the ACJ to cooperate and share information related to immigration detainers with ICE, criminal justice agencies, and judicial agencies, in accordance with the guidelines and procedures stated within this document.

PURPOSE

ACJ receives requests from the Department of Homeland Security, Immigration and Customs Enforcement ("ICE") to hold aliens not otherwise detained by criminal justice agencies for periods not to exceed 48 hours, excluding Saturdays, Sundays, and holidays to permit assumption of custody by the U.S. Government, pursuant to 8 CFR § 287.7. (DHS Form I-247). In addition, ACJ also receives administrative warrants ("Warrant for Arrest of Alien" Form I-200) purporting to require ACJ to detain the inmate for a violation of immigration law or regulation. The purpose of this policy is to establish guidelines and procedures pertaining to ACJ's receipt of immigration detainer requests and administrative warrants. Hereinafter, the term "detainer" means DHS Form I-247 and the term "administrative warrant" means Warrant for Arrest of Alien, Form I-200.

PROCEDURAL GUIDELINES

- A. Any inmate who has bondable charges upon admission shall be allowed to post bond to secure his or her release. An immigration detainer request or an administrative warrant shall not inhibit an inmate's ability to post bond.
- B. No inmate release shall be delayed, in any way, because of an immigration detainer. Any past practice of a "hold" or other delay in release for immigration detainer requests shall be discontinued.
- C. All warrants must be signed by a judge or magistrate. No inmate shall be booked on an administrative warrant signed by an ICE official. No inmate release shall be delayed, in any way, because of an immigration administrative warrant.
- D. The immigration detainer request and the administrative warrant form are public records. Copies of the forms shall be provided only pursuant to inspection of Public Records Act procedures or other legal process. ACJ staff may confirm by telephone, upon request from any party, whether or not a detainer request or administrative warrant has been received for an inmate. No other details from the detainer request may be given by telephone.

Procedures upon receipt of a detainer request or administrative warrant

1. Records staff will receive immigration detainer requests and administrative warrants from ICE and place a copy of the form(s) in the inmate file.
2. Records staff shall update the OMS system to indicate an agency hold for immigration.
 - a. No hold will actually exist, but this procedure will continue for the purposes of data collection and data sharing.
3. Records staff will close the immigration agency hold in the OMS system when the inmate is entitled to release.
4. When an inmate who is the subject of an ICE detainer request or administrative warrant has been released, records staff shall notify ICE, via email. Such notification will occur after the release

has been processed by all required staff in accordance with all releasing procedures and after records staff has been notified of the release.

5. Releases will not be delayed, in any way, as a result of immigration detainer requests or administrative warrants.