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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION
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14 RICHARD GARRIES; ANDREW
15 YBARRA, individually and on
16 behalf of all others similarly
situated,

17 Plaintiff-Petitioners,

18 v.

19 LOUIS MILUSNIC, in his capacity
20 as Warden of Lompoc; and
21 MICHAEL CARVAJAL, in his
capacity as Director of the Bureau
of Prisons,

22 Defendant-Respondents.
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No. CV 20-4450-CBM-PVCx

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into effective May 17, 2022 by Plaintiff-Petitioners Richard N. Garries and Andrew G. Ybarra¹ on behalf of the members of the proposed class defined herein in Section 1 (the “Settlement Class”), on the one hand (collectively, the “Petitioners”), and the Defendant-Respondents, Bryan Birkholz in his official capacity as the current Warden² (the “Warden”) of the Federal Correctional Complex located in Lompoc, California (“FCC Lompoc”) and Michael Carvajal in his official capacity as Director of the Bureau of Prisons (the “BOP”), on the other hand (collectively, the “Respondents”).

RECITALS

Whereas, on May 16, 2020, several FCC Lompoc inmates brought this action (the “Action”) by filing a Complaint—Class Action For Declaratory and Injunctive Relief And Petition For Writ of Habeas Corpus [Dkt. no. 1] and then on June 1, 2020 filing a Corrected Complaint—Class Action For Declaratory and Injunctive Relief And Petition For Writ of Habeas Corpus [Dkt. no. 16] (the “Petition”) alleging that the Respondents were violating the Eighth Amendment rights of FCC Lompoc prisoners by (i) failing to make full use of their home confinement and compassionate release authority, and (ii) failing to implement adequate measures to prevent the spread of COVID-19 at FCC Lompoc;

Whereas Respondents deny and vigorously dispute that any FCC Lompoc inmate at issue in the present litigation has been treated with deliberate indifference relative to COVID-19 risk;

¹ Yonnedil Carror Torres, Vincent Reed, Felix Samuel Garcia, Andre Brown, and Shawn L. Fears were also named Petitioners when this action was filed, but the parties have agreed to dismiss them from the case because they are no longer in custody at Lompoc.

² Bryan Birkholz is a successor of named defendant Louis Milusnic in the official capacity of warden of FCC Lompoc.

1 Whereas, on March 26, 2020, Attorney General William Barr issued a
2 memorandum that directed the BOP to “prioritize the use of your various statutory
3 authorities to grant home confinement for inmates seeking transfer in connection
4 with the ongoing COVID-19 pandemic,” and provided a non-exhaustive list of
5 discretionary factors for evaluating inmates for home confinement;

6 Whereas, on March 27, 2020, Congress enacted the Coronavirus Aid, Relief,
7 and Economic Security Act (“CARES Act”), which authorized the Director of the
8 BOP to lengthen the amount of time prisoners can be placed on home confinement
9 under Section 3624(c)(2), provided that the Attorney General makes a finding that
10 “emergency conditions will materially affect the functioning of the Bureau”;

11 Whereas, on April 3, 2020, Attorney General Barr issued a memorandum in
12 which he found that “emergency conditions are materially affecting the functioning
13 of the Bureau” and directed the Bureau to “move with dispatch in using home
14 confinement, where appropriate, to move vulnerable inmates out of these
15 institutions” while cautioning that the BOP must continue to make “individualized
16 [home confinement] determinations”;

17 Whereas, on July 14, 2020, United States District Judge Consuelo B.
18 Marshall entered an order in this Action issuing a Preliminary Injunction (the
19 “Preliminary Injunction Order”) [Dkt. no. 45] that provisionally certified a class of
20 FCC Lompoc inmates who are medically vulnerable to COVID-19 and set forth
21 certain directives as to their review for placement on home confinement;

22 Whereas the Preliminary Injunction Order required the Respondents to file a
23 list of provisional class members with the Court along with a declaration
24 explaining the process used to identify the provisional class members in the list;

25 Whereas the Respondents have been reviewing provisional class members
26 for potential home confinement release and filing declarations setting forth their
27 decisions in that regard;

1 Whereas the BOP has statutory authority to transfer prisoners to home
2 confinement under 18 U.S.C. § 3624(c)(2) and 34 U.S.C. § 60541;

3 Whereas the parties have been actively litigating this case;

4 Whereas the parties desire to resolve the present litigation on the mutually
5 acceptable terms set forth below, which they agree are a fair, reasonable and
6 adequate resolution of this case;

7 NOW, THEREFORE, in consideration of the promises set forth herein, the
8 parties agree and covenant as follows:

9 **SETTLEMENT TERMS**

10 **Settlement Class**

11 1. For purposes of this Agreement, the “Underlying Health Conditions”
12 are defined as “all current and future people in post-conviction custody at FCI
13 Lompoc and USP Lompoc over the age of 50, and all current and future people in
14 post-conviction custody at FCI Lompoc and USP Lompoc of any age with
15 underlying health conditions including chronic obstructive pulmonary disease;
16 serious heart conditions such as heart failure, coronary artery disease, or
17 cardiomyopathies; Type 2 diabetes; chronic kidney disease; sickle cell disease;
18 immunocompromised state from a solid organ transplant; obesity (body mass index
19 of 30 or higher); asthma; cerebrovascular diseases; cystic fibrosis; hypertension or
20 high blood pressure; immunocompromised state from blood or bone marrow
21 transplant; immune deficiencies, HIV, or those who use corticosteroids, or use
22 other immune weakening medicines; neurologic conditions such as dementia; liver
23 diseases; pulmonary fibrosis; thalassemia; Type 1 diabetes; and smokers,” as
24 defined in the Preliminary Injunction Order [Dkt. no. 45, at p. 48].

25 2. This Agreement is entered into on behalf of all members of the
26 “Settlement Class,” also referred to as the “Class Members,” which consists of any
27 person who is incarcerated at FCC Lompoc anytime from the date this Agreement
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1 is signed by the parties, i.e. May 17, 2022, until the termination date of this
2 Agreement, i.e. December 17, 2022, unless otherwise modified by the parties
3 pursuant to the terms of this Agreement, who has one or more of the Underlying
4 Health Conditions. However, any person who has been transferred or released
5 from FCC Lompoc will no longer be a member of the class after that transfer or
6 release even if he was previously a member, unless the person is returned to FCC
7 Lompoc.

8 **Inmate Home Confinement Reviews**

9 3. To the extent they have not already done so, the Respondents agree to
10 have all members of the Settlement Class reviewed for home confinement pursuant
11 to Attorney General Barr's March 26 and April 3, 2020 memoranda, the current
12 BOP guidance at the time of each review, and the standards set forth in the July 14,
13 2020 Preliminary Injunction Order [Dkt. no. 45], the October 8, 2020 Order
14 Granting Motion to Enforce Compliance with Preliminary Injunction and for Order
15 to Show Cause [Dkt. no. 105], and the August 27, 2021 Order Accepting Findings,
16 Conclusions and Recommendations of United States Magistrate Judge [Dkt. no.
17 290] (collectively, the "District Court Preliminary Injunction Orders").

18 4. Consistent with the Preliminary Injunction Order, Respondents shall
19 continue to make full and speedy use of their authority under the CARES Act and
20 evaluate each class member's eligibility for home confinement which gives
21 substantial weight to the inmate's risk factors for severe illness or death from
22 COVID-19 based their Underlying Health Conditions.

23 5. To the extent that the standards set forth in the District Court
24 Preliminary Injunction Orders differ from Attorney General Barr's March 26 and
25 April 3, 2020 memoranda or the current BOP guidance that is in effect at the time
26 of each review, the standards for home confinement review set forth in the District
27 Court Preliminary Injunction Orders shall control.

6. Respondents will continue to create Review Worksheets for each person being reviewed that include: (i) a list of the person's COVID-19 risk factors; (ii) the person's age; (iii) the offense/s of conviction; (iv) the person's projected release date (PRD); (v) the percentage of statutory time served; (vi) a list of pending charges or detainers, if applicable; (vii) the person's security level; (viii) the person's PATTERN risk level; (ix) if the release plan has been deemed unsuitable, the reasons for that conclusion; and (x) the person's DST, if he or she has one. If Respondents determine that a Class Member is not eligible for home confinement, they will provide a written explanation of the factual basis for any factors relied upon for the denial.

7. Respondents shall complete all steps necessary to finalize the transfer to home confinement of class members within one month of the decision to grant that inmate home confinement. If Respondents are unable to meet this deadline for any particular class member, they shall submit to Petitioners' counsel a written explanation of why they were unable to do so no later than one month and one week after the grant of home confinement.

Conditions of Confinement

8. Testing: Respondents will follow the BOP's guidelines regarding the testing of inmates as set forth in the most recent version of Module 3 of the BOP COVID-19 Pandemic Response Plan and COVID-19 Modified Operations Matrix. This includes re-testing of close contacts of positive patients during widespread institution transmission. As defined in Module 4 of the BOP COVID-19 Pandemic Response Plan, an individual is considered a close contact if they have not been wearing appropriate PPE and a) have been within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) OR b) had direct contact with infectious secretions of a COVID-19

1 case. Considerations when assessing close contacts include the proximity to the
2 infected person, duration of exposure, and the clinical symptoms of the person with
3 COVID-19 (i.e., coughing likely increases exposure risk as does an exposure to
4 severely ill persons).

5 9. As long as it is consistent with the guidelines in Modules 3 and 4 of
6 the BOP COVID-19 Pandemic Response Plan, Respondents will use a Test-
7 In/Test-Out strategy for inmates placed in quarantine.

8 10. Symptoms checks: FCC Lompoc will perform daily symptoms checks
9 for all people who have been placed in quarantine, as set forth in the BOP COVID-
10 19 Pandemic Response Plan, Module 4, for as long as that requirement remains in
11 effect.

12 11. Worker screening: When FCC Lompoc is at Operational Level 3, as
13 defined in the Modified Operations Matrix and Module 8 of the BOP COVID-19
14 Pandemic Response Plan, FCC Lompoc will follow the BOP guidelines to screen
15 workers assigned to health service units, for as long as those guidelines remain in
16 effect.

17 12. Medical isolation: FCC Lompoc will follow BOP guidelines regarding
18 the use of the Special Housing Unit (SHU) for medical isolation, as set forth in the
19 BOP COVID-19 Pandemic Response Plan, Module 4, for as long as these
20 guidelines remain in effect. Specifically, the medical isolation must be
21 “operationally distinct” from disciplinary or administrative restricted housing and
22 include daily medical visits; access to mental health services; make efforts to
23 provide similar access to radio, clock/watch, reading materials, personal property,
24 and commissary as in the individual’s regular housing unit; and consider increased
25 telephone privileges to maintain mental health and connection during isolation.

Monthly Updates

13. In lieu of filing reports with the district court, the Respondents shall provide Petitioners' counsel with monthly updates ("Monthly Updates") to the class list, Review Worksheets, and charts of class members approved for placement on home confinement reflecting dates of projected release and dates of actual release, through the termination date of this Agreement. The Monthly Updates shall also include a report regarding FCC Lompoc's compliance with the provisions of paragraphs 8 – 12 of this agreement, for as long as the referenced Modules of the BOP COVID-19 Pandemic Response Plan and COVID-19 Modified Operations Matrix remain in effect.

Resolution and Release of Claims/No Admission of Wrongdoing

14. The parties agree that this Agreement resolves all claims in the above-captioned case.

15. Upon final approval of this Agreement by the district court, the named Petitioner and all members of the Settlement Class, as defined in Paragraph 2 above, individually and behalf of all their respective heirs, beneficiaries, successors and assigns, in consideration of the benefits of this Agreement, release and forever discharge the Respondents and BOP, and all their respective present and former officers, employees, agents, heirs, successors and assigns, from all actions, causes of action, suits, claims, or controversies, for any and all forms of non-monetary relief arising from or based on either: (i) any denial of home confinement or exercise of the BOP's statutory authority under the CARES Act to transfer prisoners to home confinement which may be brought during the time this Agreement is in effect, except as otherwise provided under this Agreement, or (ii) any acts or omissions alleged or that could have been alleged in the Action relating to risks associated with the COVID-19 pandemic occurring prior to the Effective Date. For the avoidance of doubt, this release applies to any and all Class

1 Members' habeas corpus cases pursuant to 28 U.S.C. § 2241 seeking any relief due
2 to the COVID-19 pandemic for acts or omissions occurring prior to the Effective
3 Date.

4 16. This Agreement shall in no way be deemed an admission by any party
5 of liability, fault, misconduct, or a violation of any policies, procedures, or federal,
6 state, or local laws or regulations. Neither this Agreement nor the fact of this
7 settlement shall be construed to be, nor shall it be, admissible in any proceeding as
8 evidence of an admission by any party of a violation of any policies, procedures, or
9 federal, state, or local laws or regulations; nor shall this Agreement or the fact of
10 settlement constitute evidence of any admission by any party as to any issue of law
11 or fact. This Agreement is entered into by all parties for the purposes of
12 compromising disputed claims and avoiding the expenses and risks of litigation.
13 This Agreement shall only ever be admissible in a proceeding to enforce its terms.

14 **Duration and Termination of Settlement**

15 17. The parties intend that this Agreement will remain in place until a)
16 December 17, 2022, b) the day the national emergency declaration with respect to
17 the Coronavirus Disease 2019 (COVID–19) under the National Emergencies Act
18 (50 U.S.C. 1601 et seq.) terminates; or c) the day the Attorney General determines
19 that emergency conditions no longer materially affect the functioning of the Bureau
20 of Prisons, whichever is earlier, but upon the mutual consent of the parties, this
21 date of termination may be modified, shortened or extended.

22 18. Upon termination of this Agreement, without the need for any further
23 order of any state or federal court, all jurisdiction of any court to enforce this
24 Agreement shall end, apart from the enforcement of any judgment or order to pay
25 fees and costs.

Certification of the Settlement Class, Vacatur, and Dismissal

19. This Agreement is not a consent decree and shall not be incorporated into any judgment of the district court. To the contrary, this is a private settlement agreement governed by the provisions of 18 U.S.C. § 3626(c)(2)(A) which the parties agree is a fair, reasonable and adequate resolution of this Action.

20. Petitioners and Respondents shall jointly move pursuant to Fed. R. Civ. P. 23(e) & (h) and 41(a)(2) to approve this Agreement, for certification of a settlement class consisting of the Settlement Class, and to dismiss with prejudice the Petition concurrent with the district court's final approval of the Agreement. The motion for approval of this Agreement must request that the district court:

- a. Preliminarily approve the Agreement as being a fair, reasonable, and adequate settlement within the meaning of Federal Rule of Civil Procedure 23 and applicable law, and consistent with due process;
- b. Preliminarily approve the certification of a settlement class;
- c. Appoint Petitioners Garries and Ybarra as class representatives;
- d. Dismiss Petitioners Yonnedil Carror Torres, Vincent Reed, Felix Samuel Garcia, Andre Brown, and Shawn L. Fears from this action, since they are no longer incarcerated at FCC Lompoc;
- e. Appoint Petitioners' counsel as class counsel;
- f. Approve the Notice Plan set forth below; and
- g. Set the date and time of a fairness hearing at which the district court will decide whether to approve the Agreement as being a fair, reasonable, and adequate settlement of the claims of the certified class.

1 21. Concurrently with the contemplated motion seeking preliminary
2 approval of the Agreement and provisional class certification, the parties will
3 jointly submit to the district court a motion to vacate the District Court Preliminary
4 Injunction Orders, meaning the July 14, 2020 Preliminary Injunction Order [Dkt.
5 no. 45], the October 8, 2020 Order Granting Motion to Enforce Compliance with
6 Preliminary Injunction and for Order to Show Cause [Dkt. no. 105], and the
7 August 27, 2021 Order Accepting Findings, Conclusions and Recommendations of
8 United States Magistrate Judge [Dkt. no. 290], with such vacatur to be entered only
9 if, and not before, the time the Court enters an order granting final approval of this
10 Agreement. It is understood and agreed to by the parties that the entry of an order
11 vacating the Preliminary Injunction Orders is a condition precedent to the
12 effectiveness of this Agreement and the obligations of the parties thereunder, and
13 that the parties shall request that such an order shall not issue unless and until the
14 Agreement has been finally approved by the district court.

15 22. Promptly after this Agreement is signed, the parties will stipulate to
16 request that the district court issue an order shortening time so that the matter is
17 submitted to the Court for final approval of the settlement no later than June 30,
18 2022. The parties shall also request that the district court stay its rulings on the
19 Respondents' pending motion to dissolve the preliminary injunction [Dkt. no. 250],
20 the Respondents' motion for summary judgment [Dkt. no. 251], and the
21 Petitioners' motion for class certification [Dkt. no. 345] until after the fairness
22 hearing on this Agreement is held. If the Agreement is approved by the district
23 court in connection with the fairness hearing, the parties agree that these three
24 motions will then be withdrawn as moot.

25 23. **Notice to Class Members.** The parties will propose to the district
26 court a notice that shall be given to Class Members upon preliminary approval of
27 the Agreement via the following:
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- a. Posting in FCC Lompoc, including at locations and in formats accessible to disabled inmates;
- b. Posting an electronic version of the notice on the electronic bulletin board of TRULINCS available to all Class Members in FCC Lompoc.

24. “Effective Date” means the date when the district court has issued (1) an order finally approving this Agreement; (2) an order vacating its Preliminary Injunction Order; and (3) an order dismissing the Action with prejudice.

25. The parties shall use their best efforts to ensure that the Agreement becomes effective. If, notwithstanding such best efforts, the Effective Date does not occur and it becomes apparent that the Effective Date will not occur, the parties shall attempt to negotiate a new agreement resolving the claims in this Action. Should the parties be unable to negotiate a new agreement, the parties shall be returned to their respective positions in the Action as of the date of the execution of the Agreement.

Dispute Resolution Procedures

26. Throughout the duration of the Agreement, the parties agree to enforce the Agreement and to only resolve any dispute, controversy or claim arising out of or relating to this Agreement pursuant to the procedures outlined below.

27. The following Dispute Resolution Procedures will govern any dispute, controversy or claim arising out of or relating to this Agreement, or any breach or enforcement of this Agreement:

- a. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or any breach or enforcement of this Agreement, counsel for the parties shall meet and confer with each

1 other before seeking intervention from the Court. The parties agree to
2 meet and confer within 5 days of notice of a dispute.

- 3 b. Any party to this Agreement may request that a mediator, or a United
4 States Magistrate Judge for the Central District of California,
5 participate in a meet and confer, or in a meeting subsequent to a meet
6 and confer, in order to facilitate informal resolution of the issue.
- 7 c. If the parties are unable to resolve their dispute informally, Petitioners
8 may move for reinstatement of the Action in the Central District of
9 California, alleging that the Respondents have breached the
10 Agreement. If the district court finds that there has been such a
11 breach, Petitioners' sole remedy will be reinstatement of the
12 injunctive relief claims brought in the lawsuit at the time of the
13 alleged breach.
- 14 d. Petitioners agree not to seek any attorneys' fees and/or costs for any
15 time spent in any portion of dispute resolution.

16 **Other Provisions**

17 28. It is understood between the parties that certain presently
18 unforeseeable events or conditions, including but not limited to changes in the
19 established treatment practices or standard of care for treatment of COVID-19
20 infection or the prevalence or effect of COVID-19 in the state of California, may
21 prevent or obviate the need for compliance with this Agreement. If so, the
22 parties agree to enter into good-faith discussions to attempt to resolve such issues
23 or modify or terminate this Agreement as appropriate. In the event the parties are
24 unable to reach agreement, the Dispute Resolution Procedures set forth above shall
25 apply.

26 29. The provisions of this Agreement may be temporarily suspended or
27 modified in part or in their entirety if the Respondents or their designees determine
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1 that a “genuine emergency” exists at FCC Lompoc. Genuine emergency means any
2 extraordinary circumstances under which it is reasonable to conclude that there is
3 any actual or potential threat to the security of FCC Lompoc, or to the safety of the
4 staff, prisoners or other persons within any one of the institution’s facilities. If a
5 “genuine emergency” lasts longer than forty-eight hours, or occurs more than once
6 in a one-week period, Respondents shall report to Petitioners’ counsel, within
7 forty-eight hours except for good cause, the date of the emergency, the nature of
8 the emergency, and which provisions of this Agreement have been temporarily
9 suspended. For the avoidance of doubt, this Section is subject to the Dispute
10 Resolution Procedures in Paragraphs 26 and 27.

11 **Attorneys’ Fees and Costs**

12 29. Respondents shall pay Petitioners the amount of \$375,000.00 in
13 attorney’s fees. The parties shall otherwise bear their own costs. Petitioners agree
14 to accept Respondents’ payment of \$375,000.00 as full and complete satisfaction
15 of Petitioners’ claims for attorneys’ fees, costs, and litigation expenses, inclusive
16 of any interest. Petitioners’ counsel will provide Respondents’ counsel with the
17 necessary information for the transfer of these funds. Respondents shall make
18 payment of the fees amount within forty-five (45) days of the district court’s final
19 approval of this Agreement.

- 20 a. Petitioners represent that their claims for attorney’s fees,
21 litigation costs, and other expenses have been assigned to their
22 counsel.
- 23 b. This Agreement does not waive Petitioners’ tax liability or their
24 attorneys’ tax liability or any other liability owed to the United
25 States government.
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1 **Miscellaneous Provisions**

2 30. **Notices.** All notices contemplated by this Agreement, other than
3 notice to the Class Members, shall be in writing and shall, unless expressly
4 provided otherwise herein, be delivered by email to the Parties' counsel.

5 31. **Entire Agreement.** This Agreement contains the entire agreement
6 between the Parties and constitutes the complete, final, and exclusive embodiment
7 of their agreement with respect to the Action. This Agreement is executed without
8 reliance on any promise, representation, or warranty by any Party or any Party's
9 representative other than those expressly set forth in this Agreement.

10 32. **Modifications and Amendments.** No amendment, change, or
11 modification to this Agreement shall be valid unless in writing signed by the
12 parties or their counsel.

13 33. **Governing Law.** This Agreement is governed by federal law and
14 must be interpreted under federal law and without regard to conflict of laws
15 principles.

16 34. **Public Agreement.** The parties agree that this Agreement may be
17 made public, and Petitioners expressly consent to such release and disclosure
18 pursuant to 5 U.S.C. § 552a(b).

19 35. **Further Assurances.** The Parties shall execute and deliver any
20 additional papers, documents and other assurances, and must do any other acts
21 reasonably necessary, to perform their obligations under this Agreement and to
22 carry out this Agreement's expressed intent.

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1 IN WITNESS WHEREOF, the parties, by and through their authorized counsel,
2 intending to be legally bound, have executed this agreement on the dates shown
3 below.

4 Plaintiff-Petitioners and Class Representatives
5 Richard N. Garries and Andrew G. Ybarra, by
6 and through Counsel,

7 DATED: June 20, 2022

8 Donald Specter
9 Sara Norman
10 Sophie Hart
11 Patrick Booth
12 Jacob J. Hutt
13 PRISON LAW OFFICE

14 

15 DONALD SPECTER
16 Attorneys for Plaintiff-Petitioners

17 DATED: June 20, 2022

18 Naeun Rim
19 Ima E. Nsien
20 David Boyadzhyan
21 C. Ryan Fisher
22 MANATT, PHELPS & PHILLIPS, LLP

23 

24 NAEUN RIM
25 Attorneys for Plaintiff-Petitioners
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27
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1 DATED: June 20, 2022

2 Terry W. Bird
3 Dorothy Wolpert
4 Shoshana E. Bannett
5 Kate S. Shin
6 Oliver Rocos
7 Christopher J. Lee
8 BIRD, MARELLA, BOXER, WOLPERT,
9 NESSIM, DROOKS, LINCENBERG & RHOW,
10 P.C.

11 

12 OLIVER ROCOS
13 Attorneys for Plaintiff-Petitioners
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1 DATED: June 20, 2022

Peter J. Eliasberg
Peter Bibring
ACLU FOUNDATION OF SOUTHERN
CALIFORNIA

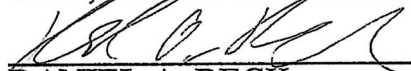
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5 PETER BIBRING
6 Attorneys for Plaintiff-Petitioners

7 Defendant-Respondents, Bryan Birkholz and
8 Michael J. Carvajal, in their Official Capacity
9 and by and through Counsel,

10 DATED: June 20, 2022

11 TRACY L. WILKISON
12 United States Attorney
13 DAVID M. HARRIS
14 Assistant United States Attorney
15 Chief, Civil Division
16 JOANNE S. OSINOFF
17 Assistant United States Attorney
18 Chief, General Civil Section

14 

15 DANIEL A. BECK
16 Assistant United States Attorney
17 Attorneys for Respondents-Defendants