

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO**

**RAMAH NAVAJO CHAPTER,
OGLALA SIOUX TRIBE, and PUEBLO
OF ZUNI**, for themselves and on behalf
of a class of persons similarly situated,

Plaintiffs,

vs.

No. CIV 90-0957 LH/KBM ACE

DIRK A. KEMPTHORNE, Secretary of the
Interior, in his official capacity, et al.

Defendants.

**THIRD PARTIAL SETTLEMENT AGREEMENT
SETTLING ALL CLAIMS FOR EQUITABLE RELIEF**

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This Third Partial Settlement Agreement contains the agreement reached by the parties to finally settle and resolve all class claims for equitable and declaratory relief in this action, as well as to conditionally waive certain claims for monetary relief that Plaintiffs might otherwise bring in the future.

I. INTRODUCTION

WHEREAS, in this class action the Plaintiff Class raises three claims under the Contract Disputes Act (“CDA”), 41 U.S.C. §§ 601 et seq., and the Indian Self-Determination Act (“ISDA”), 25 U.S.C. § 450m-1, denominated the “Calculation Claim,” the “Shortfall Claim,” and the “Direct Contract Support Cost Claim” (hereinafter “Direct CSC Claim”), all as defined herein; and

WHEREAS, on May 25, 1999, the Court approved a partial settlement of the Calculation Claim for years prior to 1994 (Dkt. No. 287), but reserved for further litigation other claims for years 1994 forward; and

WHEREAS, on December 6, 2002, the Court approved a second partial settlement of all of Plaintiffs’ claims for monetary relief arising before 1994 relating to the Shortfall Claim and all claims for monetary relief arising prior to 1995 relating to the Direct CSC Claim (Dkt. No. 731), but reserved for further litigation any monetary claims for years 1994 forward relating to payment of indirect contract support costs, any monetary claims for years 1995 forward relating to payment of direct contract support costs, and all claims for equitable relief; and

WHEREAS, with respect to the reserved monetary claims, the parties filed cross-motions for summary judgment on the issue of whether Plaintiffs were entitled to monetary relief for any years from 1994 forward in view of Congress’ annual appropriations cap for payment of total

contract support costs ("CSC"); and

WHEREAS, by Order dated August 31, 2006 (Dkt. No. 1042), the Court denied Plaintiffs' motion for partial summary judgment and granted Defendants' cross-motion for partial summary judgment; and

WHEREAS, subject to Plaintiffs' right to appeal from the Court's Order of August 31, 2006, that Order fully disposes of Plaintiffs' remaining claims for monetary relief under any theory of recovery, including the Calculation Claim, the Shortfall Claim and the Direct CSC Claim; and

WHEREAS, Defendants have, during the pendency of this action, adopted a new policy governing the determination and payment of CSC, including Direct CSC, to ISDA contractors (attached hereto as Appendix C); and

WHEREAS, the parties desire to avoid the expense, delay, risk, and inconvenience of further litigation of the equitable relief claims remaining in this action;

NOW THEREFORE, in reliance upon the representations, mutual promises, covenants, releases, and obligations set out in this Third Partial Settlement Agreement ("PSA III"), and for good and valuable consideration also set out below, Plaintiffs and Defendants in this action, by and through their respective counsel, now hereby stipulate and agree to finally settle and resolve all claims for equitable relief, including the "Calculation Claim" and related carryforward issues, the "Shortfall Claim" and the "Direct CSC Claim," all as defined herein, and to conditionally waive certain claims for monetary relief that Plaintiffs may bring in the future.

II. DEFINITIONS

The following terms, as they are used in this PSA III, shall have the meanings defined

below:

A. PSA III

“PSA III” means this agreement and the following appendices:

Appendix A Optional Special Rate Templates and Instructions

Appendix B Carryforward Template Revisions and Instructions

Appendix C Interior Contract Support Policy (NPM-SELFD-1) dated May 8, 2006, and Interior Transmittal letter dated August 25, 2006 (“Interior CSC Policy”)

Appendix D Release of Claims

Appendix E [Proposed] Order Granting Preliminary Approval of PSA III and Directing Notice to the Class

Appendix F [Proposed] Notice to the Class of PSA III and Related Matters (“Settlement Notice”)

Appendix G [Proposed] Final Judgment Approving this PSA III

B. PSA I and PSA II

The parties’ first partial settlement agreement, approved by this Court on May 25, 1999 (Dkt. No. 287), is hereinafter referred to as “PSA I.” The parties’ second partial settlement agreement, approved by this Court on December 6, 2002 (Dkt. No. 731), is hereinafter referred to as “PSA II.”

C. Parties

1. Plaintiffs, the Class, Class Members or Tribal Contractors

“Plaintiffs,” “the Class,” “Class Members” or “Tribal Contractors” are interchangeable terms and consist of the named Plaintiffs Ramah Navajo Chapter, Oglala Sioux Tribe, and Pueblo of Zuni, and all Indian Tribes and organizations that have contracted or compacted with

the Secretary of the Interior under the ISDA, and whose cognizant agency, as defined by OMB Circular A-87, 2 C.F.R. Part 225, or other applicable OMB Circular, is the Department of the Interior. The Class includes the following Tribes which opted out of the class action, but were permitted to re-enter the class by Orders dated December 3, 1998 (Dkt. No. 247), December 8, 1998 (Dkt. No. 250), July 21, 1999 (Dkt. No. 300), August 1, 2000 (Dkt. No. 462), August 29, 2000 (Dkt. No. 466), September 1, 2000 (Dkts. 467, 468), and November 27, 2000 (Dkt. No. 487): Navajo Nation, White Mountain Apache Tribe, Eastern Shoshone Tribe, and Consolidated Tribes of Siletz Indians of Oregon.

2. Defendants

For purposes of this settlement only, "Defendants" are as follows: Dirk A. Kempthorne, Secretary of the United States Department of the Interior ("DOI"), in his official capacity; Carl J. Artman, Assistant Secretary for Indian Affairs, in his official capacity; Douglas J. Bourgeois, Director of the National Business Center ("NBC") of DOI, in his official capacity. The United States of America is not included as one of the "Defendants" for purposes of this settlement of equitable claims, but remains a defendant in this action for purposes other than equitable relief.

D. Final Approval

"Final Approval" is the entry of the Final Judgment by the Court, attached hereto as Appendix G, after notice and hearing, approving PSA III.

E. Effective Date

"Effective Date" of this PSA III shall be the date upon which the Final Judgment approving this PSA III becomes non-appealable, or, in the event of an appeal by a Class Member based upon a timely-filed objection to PSA III, upon the date of final resolution of said appeal

(absent a Court order disapproving this PSA III). A Proposed Final Judgment Approving this PSA III is appended hereto as Appendix G. In the event of a final Court order disapproving this PSA III (and absent an appellate ruling approving this PSA III), this PSA III shall be null and void.

F. Claims and Defenses

1. Calculation Claim

The "Calculation Claim" refers to any asserted or unasserted claim for relief in connection with an ISDA contract awarded by the Secretary of the Interior, as defined in Section 3.a.i. of PSA I, but for purposes of this PSA III, also includes any asserted or unasserted claims challenging NBC's or DOI Office of Inspector General's carryforward templates, policies, and practices previously in effect or in effect as of the date of execution of this PSA III. PSA-I Section 3.a.i provides as follows:

"Plaintiff's Cause of Action" is the Plaintiffs' claim stated in the First Amended Complaint filed January 2, 1991. The claim sought monetary and equitable relief based on shortfalls in payment of indirect costs associated with contracts entered into under the [ISDA] arising from Defendants' use of a method based on OASC-10 and [Office of Management and Budget] Circular A-87 for determining indirect cost rates or their equivalent and payments thereon which: (a) include funding provided by Other Federal Agencies in the direct cost base (b) resulting in lower indirect cost rate which was then (c) applied only to the BIA's portion of the direct cost base resulting in (d) determination of BIA contract support (indirect cost) entitlements which were lower in amount than required by [ISDA] because (e) Other Federal Agencies did not fully pay, and were known not to fully pay, supplemental indirect costs (f) which caused lower contract support (indirect cost) recoveries by the Class. [inserts added]

2. The Shortfall Claim

The "Shortfall Claim" refers to any claim for relief, in connection with an ISDA contract awarded by the Secretary of the Interior, alleging that the BIA and DOI failed to pay Plaintiffs the

amount generated by multiplying each Plaintiff's indirect cost rate by the BIA's direct program base pursuant to Office of Management and Budget ("OMB") Circular A-87, 2 C.F.R. Part 225, OMB Circular A-21, 2 C.F.R. Part 220, and OMB Circular A-122, 2 C.F.R. Part 230, and other applicable law.

3. The Direct CSC Claim

The "Direct CSC Claim" refers to any claim in connection with an ISDA contract awarded by the Secretary of the Interior alleging that Defendants failed to comply with 25 U.S.C. § 450j-1(a)(3)(A)(i) of the ISDA as regards Direct CSC.

G. Class Counsel

The term "Class Counsel" as used herein refers to Lead Class Counsel and Co-Class Counsel listed in subsections XX.A and B, below.

H. Fixed With Carryforward Rate

A "Fixed With Carryforward Rate" as used herein means an indirect cost rate that is based on an estimate of costs for a future period and is not subject to revision during the period of time covered by the rate. The Fixed With Carryforward Rate embodies a "carryforward" in that the contractor is required to report the amount needed to reconcile the difference between the costs estimated for the time covered by the rate for a previous period (usually two years prior) and the actual costs that were incurred for that period. The carryforward computation increases or decreases the new period's indirect cost pool and, thus, the rate for that new period to reflect the contractor's under-recovery or over-recovery of indirect costs for the previous period. The carryforward template for this kind of rate for ISDA contractors, as presently used by Defendants, uses actual expenditures, estimated (recoverable) and actual recoveries of indirect

costs in the computation of a carryforward amount.

I. Special Rates

“Special Rates” for purposes of this PSA III are indirect cost rates that separately allocate, from the total indirect cost pool, indirect costs associated with:

1. ISDA programs and non-ISDA programs, resulting in two rates; or
2. Department of the Interior (“DOI”) ISDA programs; Department of Health and Human Services (“DHHS”) ISDA programs; and non-ISDA programs, resulting in three rates.

Where Special Rates are calculated using a fixed with carryforward methodology, carryforward adjustments are calculated and applied separately for each such rate.

J. Template

“Template” refers to a spreadsheet(s), including instructions and formulas, that are used by contractors and NBC to calculate carryforward adjustments for Fixed With Carryforward indirect cost rates.

III. COVENANTS RELATED TO INDIRECT COST RATES

The parties agree to the following terms related to indirect cost rates:

A. Agreement Relating to Special Rates

1. Any Plaintiff, at its option, may negotiate for, and be issued, Special Rates by NBC (as defined in subsection II.I, above, and explained in more detail in Appendix A), instead of receiving a single rate. The use of Special Rates will not require an ISDA contractor to establish separate administrative structures for ISDA programs and non-ISDA programs, or for DOI-ISDA programs (*e.g.*, BIA-ISDA programs) and DHHS-ISDA programs (*e.g.*, IHS-ISDA

programs). Requests for Special Rates may be submitted to NBC in a single proposal and calculated as provided in Appendix A.

2. Under the Special Rates option, costs will be allocated from the indirect cost pool based on the percentage of the direct cost base that is attributable to each awarding agency, separating those costs by the categories identified in Section II.I.1 or 2 above, resulting in either two or three Special Rates. Examples of different ways to implement this method of allocating costs for purposes of calculating Special Rates are set forth in Appendix A to this PSA III and sample templates attached hereto. Electronic versions of the sample templates are also part of Appendix A. Appendix A also contains instructions on the step-by-step process by which a Plaintiff may calculate Special Rates based upon the direct cost base allocation methodology.

3. Nothing in this PSA III shall be construed:

- (i) to require a Plaintiff to negotiate or obtain Special Rates; or
- (ii) to require a Plaintiff to allocate costs for Special Rates in the manner set forth in Appendix A; or
- (iii) to eliminate a Plaintiff's option to negotiate any kind of single rate or a multiple rate otherwise authorized by OMB Circular A-87, 2 C.F.R. Part 225, OMB Circular A-21, 2 C.F.R. Part 220, or OMB Circular A-122, 2 C.F.R. Part 230.

B. Modifications Regarding Carryforwards

1. Changes to the "Indirect Cost Recovered/Collected" Column on NBC's Carryforward Template

(a) Unless otherwise requested by a Plaintiff, NBC, in calculating the carryforward adjustments, shall not include as indirect cost recovered/collected for ISDA

programs on any NBC carryforward template any funds used to pay indirect CSC that any Plaintiff diverted or reprogrammed from either

- (i) funds obtained from ISDA funding agencies for direct costs (including direct CSC), or
- (ii) tribal, private, or other funds

provided, in either event, that a Plaintiff provides NBC with either a single agency audit or an auditor's post-audit statement for the relevant year, documenting the sources and amounts of such diverted funds, and indicating that such funds were not paid by the funding agencies to Plaintiff for indirect costs. When a Plaintiff expends ISDA program funds to cover indirect costs, such expenditures shall not be included in the amounts recorded as direct cost expenditures (also called direct cost base or direct program costs) on NBC's carryforward templates.

(b) Nothing in this PSA III shall be construed to require NBC to insert any amount in the "Indirect Cost Recovered/Collected" column of its template that is not documented in a Plaintiff's single agency audit or its auditor's post-audit statement for the relevant year.

(c) Notwithstanding anything in this PSA III, Plaintiffs shall remain obligated to account in their single agency audits for all sources of revenues or expenditures.

2. Changes in Carryforward of Over-Recoveries and Elimination of the Shortfall Column

(a) When calculating Fixed With Carryforward rates, Defendants agree that NBC will carry forward only indirect cost over-recoveries that are attributable to variances between the estimated indirect cost need (the Rate x Base amount) and the actual indirect costs incurred for that period (pool allocation), subject to the statutory ban prohibiting theoretical over-recoveries set forth in 25 U.S.C. § 450j-1(d)(1). NBC agrees that it will not carry forward as an

over-recovery any amounts paid in a given year to Plaintiffs for indirect costs that exceed the estimated indirect cost need (Rate x Base amount) for the same year. One simplified example of the new carryforward process under the terms of this PSA III is as follows: a tribal contractor incurred \$90 in actual indirect costs, but had an estimated indirect cost need (Rate x Base amount) of \$100; the tribe received \$120 from the funding agency for indirect costs (indirect costs collected or recovered); NBC currently carries forward the entire \$30 (the difference between the actual costs incurred and the indirect costs collected) as an over-recovery.

However, pursuant to the terms of this PSA III, in this situation, NBC would carry forward as an over-recovery only \$10, the difference between the \$100 Rate x Base amount and the actual costs incurred of \$90. The \$20 difference between the Rate x Base amount (\$100) and the amount of indirect costs collected (\$120) would not be carried forward to affect the indirect cost rate.

(b) To implement the obligation described in paragraph 2(a), above, Defendants agree to use a new carryforward template described and illustrated in Appendices A and B. The new template will eliminate the shortfall column, as set forth in the existing carryforward templates, and include new informational columns reflecting the amounts of over-funding and under-funding (relative to the Rate x Base amount) for indirect CSC that will not be carried forward in the calculation of indirect cost rates. A full description and explanation of the changes to the carryforward templates are set forth in Appendices A and B.

(c) Amounts in either of the informational columns referred to in subsection (b) above that reflect over-funding and under-funding shall not constitute a determination or admission that either the government or Tribal Contractors are liable to the other for any amount.

C. Revisions to Carryforward and Special Rate Templates

Without affecting the parties' respective rights under Section XVII and X of this PSA III, Defendants shall have the right to make minor changes to the Templates set forth in Appendices A and B at any time after the Effective Date of this PSA III, provided that the revisions do not produce a result different from the rates that would be produced without such revisions. The parties further agree that if, during the first six (6) months after implementation of the provisions of this PSA III (as set forth in subsection (d) below), either party discovers that there is what it believes to be an inadvertent error in the formulas underlying the Templates, and Class Counsel and Counsel for Defendants agree that changes to the formula need to be implemented, NBC may make such changes to the formula upon approval of the Court and without Notice to the Class.

D. Schedule for Implementation of Carryforward and Special Rate Changes

If the Effective Date of this PSA III is on or before November 15, 2008, Defendants agree that NBC will implement the Special Rates procedures and changes to the carryforward templates described in subsections III.A and B, above, for all indirect cost rates negotiated for fiscal years 2010 and thereafter, including carryforward adjustments calculated from the period two (2) years prior thereto. If the Effective Date of this PSA III is after November 15, 2008, Defendants agree that NBC will implement the Special Rates procedures and changes to the carryforward templates described in subsections III.A and B, above, for all indirect cost rates negotiated for fiscal years 2011 and thereafter, including carryforward adjustments calculated from the period two (2) years prior thereto. Nothing in this PSA III shall be construed to require NBC to renegotiate rates that were issued prior to the Effective Date of this PSA III or to apply these new procedures in negotiating indirect cost rates or carryforward adjustments for fiscal

years prior to fiscal year 2010.

E. Application of Indirect Cost Rates to Other Contracting Agencies

The parties agree that, for all Plaintiffs whose cognizant agency, as defined by OMB Circular A-87, 2 C.F.R. Part 225, or other applicable OMB Circular, is the Department of the Interior, the indirect cost rates issued by NBC or its successor established pursuant to the methodology approved in this PSA III shall constitute the indirect cost rates applicable to all federal and non-federal agencies pursuant to OMB Circular A-87, 2 C.F.R. Part 225, OMB Circular A-21, 2 C.F.R. Part 220, OMB Circular A-122, 2 C.F.R. Part 230, and other applicable laws to the same extent that the rates previously issued by NBC prior to this PSA III were applicable to those federal and non-federal agencies.

IV. COVENANTS RELATED TO DEPARTMENT OF THE INTERIOR CONTRACT SUPPORT COST POLICY

A. The parties agree that the Department of the Interior CSC Policy, attached hereto as Appendix C to this PSA III, addresses the determination and payment of Direct CSC pursuant to the ISDA (25 U.S.C. § 450j-1(a)(3)(A)(I)), and that the adoption of the Interior CSC Policy, coupled with the terms of this PSA III, fully resolves Plaintiffs' Direct CSC Claim for equitable, injunctive, and declaratory relief.

B. Nothing in this PSA III, including, but not limited to, Section XVII, shall be construed as prohibiting Defendants from rescinding, amending or changing the Interior CSC Policy, except that Defendants agree that no rescission, amendment or change in the Interior CSC Policy shall be made without prior notice to all Tribes and tribal organizations, including a comment period of no less than three months and consultation in accordance with the Bureau of Indian Affairs Government-to-Government Consultation Policy with representatives of the

National Congress of American Indians (“NCAI”) and the BIA CSC Workgroup established in subsection 5(B) of the Interior CSC Policy.

V. TRAINING

A. Subjects Included in Training

Defendants agree to provide training to Plaintiffs in accordance with paragraphs C.1, C.2, and C.3 of this Section, on the following subjects:

- (i) the acceptable methodologies for calculating Special Rates as agreed upon in this PSA III and as set forth in OMB Circulars; and
- (ii) the steps that a Plaintiff may take, and the necessary elements that would need to be included in a Plaintiff’s audited financial statements, to allow for optimal carryforward calculations for a Plaintiff, including issues relating to identifying diverted tribal or program funds used for indirect CSC, and accounting in audited financial statements for CSC funds used by a Plaintiff to pay for direct CSC;
- (iii) the changes to NBC carryforward templates agreed to in this PSA III; and
- (iv) such other issues upon which Plaintiffs and Defendants may agree.

In addition, Class Counsel shall be given the opportunity during each training session to provide training on Contract Dispute Act procedures and remedies, including opportunities for alternative dispute resolution, and to prepare and present associated materials.

B. Development of Training Materials

1. In accordance with the schedule set forth below, Defendants agree to develop and publish on NBC’s website, if operational, and in printed and electronic form, detailed training materials (to be entitled “Ramah Settlement Training Materials”) that provide

guidelines and instructions regarding the training issues described in subsection A of this Section.

2. Within four months of the Effective Date of this PSA III, Defendants shall develop and submit the Ramah Settlement Training Materials to Class Counsel for their final approval.

3. Class Counsel shall have thirty days to review the materials and to provide recommended changes, if any, to NBC. Class Counsel and Defendants shall have thirty days thereafter to meet and confer on those recommended changes and NBC's proposed revisions, if any. If Class Counsel and Defendants remain unable to reach agreement on the training materials, either party may seek relief pursuant to the procedures set forth in Section XI, below. However, nothing in this PSA III shall be construed to authorize Class Counsel to withhold approval unless they establish that the training materials are inconsistent with the terms of this PSA III.

4. Within thirty days after Class Counsel has provided Defendants with final approval of the training materials in writing, NBC shall publish the training materials through its website, <http://www.nbc.gov/acquisition/ics/icshome.html>, if such website is operational, and shall make those materials available to ISDA contractors in the same manner as NBC makes information available to ISDA contractors in the normal course of business.

5. Defendants further agree that, upon the Effective Date of this PSA III, the DOI shall promptly place and maintain on its website a copy of the Final Judgment Approving this PSA III, as well as a copy of this PSA III with all appendices, for a period of at least five years from the Effective Date of this PSA III, provided that DOI has an operational website.

C. Training Sessions

1. Defendants agree that NBC will schedule and conduct no fewer than two training sessions for Plaintiffs. One training session shall be held at BIA's Southwest Regional Office's Training Center in Albuquerque, New Mexico. One training session shall be held at the Lloyd Center in Portland, Oregon. Defendants further agree to conduct a third, additional training session at the federal complex in Fort Snelling, Minnesota, provided that funds to pay for the third training session are available as set forth in paragraph D.2 of this Section. If the facilities specified herein are unavailable for whatever reason, the training sessions shall be held at the facilities of Defendants' choice in the same or nearby cities. The scheduled dates of the three training sessions shall be Defendants' choice. The training sessions shall last a minimum of two days. The topics addressed by NBC at the training sessions shall be those described in subsection A of this Section, above.

2. The training sessions shall be held within six months after Class Counsel approves the training materials developed by Defendants pursuant to subsection B of this Section. Class Counsel shall provide Defendants with a list of known Class Members that were sent the Settlement Notice attached as Appendix F to this PSA III. Defendants shall send notice of the date, time and content of the training sessions described in paragraph C.1 to Class Counsel, and to all Tribes and tribal organizations on the list provided to Defendants by Class Counsel. Before the training materials are finalized, Class Counsel shall draft a proposed training notice for this purpose and submit that draft notice to Defendants' counsel for concurrence.

3. Defendants agree that Class Counsel may designate in writing a maximum

of six individuals, including Class Counsel, as “training consultants” who may participate with NBC in conducting the training sessions.

D. Funding of Training Costs

1. Subject to the conditions and exceptions set forth in paragraphs 2 through 8, below, all costs incurred by NBC and Defendants in developing the Ramah Settlement Training Materials and conducting the training sessions referenced above shall be paid by Defendants.

2. Nothing in this PSA III shall be construed to require Defendants to fund more than a total of \$50,000 for NBC to develop the Ramah Settlement Training Materials and to conduct training sessions pursuant to subsections B and C of this Section. The parties agree that if the costs incurred by NBC in developing the Ramah Settlement Training Materials and conducting the three training sessions described in subsections B and C of this Section (including the labor costs of NBC personnel) would exceed \$50,000, Defendants shall not be obligated to conduct the third training session described in paragraph C.1 of this Section. Defendants agree that for purposes of this PSA III, NBC shall compute its costs according to rates and labor costs in accordance with its normal business practices.

3. All costs incurred by individual Plaintiffs to attend the training sessions shall be paid by the individual Plaintiffs, and not by Defendants nor by the Class from the Reserve Accounts as defined in Section VII, below.

4. All travel costs incurred by no more than two (2) NBC personnel conducting the training sessions described in paragraph C.1 of this Section, including, but not limited to, all transportation and hotel costs, shall be paid by Plaintiffs from the Reserve

Accounts as defined in Section VII. These cost shall be paid at rates set in accord with applicable Government travel policies.

5. All costs of reproducing the Ramah Settlement Training Materials for distribution to individual Plaintiffs shall be paid by Plaintiffs from the Reserve Accounts as defined in Section VII, below.

6. All costs for refreshments provided during the training sessions described in paragraph C.1 of this Section shall be paid by Plaintiffs from the Reserve Accounts as defined in Section VII.

7. All costs incurred by Class Counsel and fees and costs incurred by any training consultant designated by Class Counsel to review and advise Class Counsel and/or consult with NBC on the development of the training materials or to participate in the training sessions described in paragraph C.1 of this Section, shall be reimbursed from funds from the Reserve Accounts, as defined in Section VII, below, upon periodic application and approval by the Court.

8. Plaintiffs estimate that the Plaintiffs' share of the costs of training, including development of materials and participation in the training sessions, will not exceed \$50,000. However, Plaintiffs' budget includes an additional \$50,000 for the funding of the three training sessions, if needed and possible.

VI. SETTLED AND RESERVED CLAIMS

In consideration for the promises of Defendants as set forth herein in Sections III, IV, and V, above, Plaintiffs agree as follows:

A. Settled Claims

1. Plaintiffs agree that this PSA III resolves and extinguishes any and all claims, demands, rights, causes of action and counts for any type of equitable relief (including, but not limited to, injunctive or declaratory relief) under any theory of recovery encompassed in the Calculation Claim, the Shortfall Claim and the Direct CSC Claim, as defined in subsection II.F, above, that were or could have been raised by the Class in this action against Defendants.

2. Except for those reserved claims that are specifically set forth in subsection B of this Section, Plaintiffs further agree to waive any and all claims, demands, rights, causes of action and counts against the United States or Defendants in which a Plaintiff seeks to recover as monetary relief or money damages more indirect costs than would be recoverable under an ISDA contract awarded by Defendants applying an indirect cost rate calculated in conformity with this PSA III.

3. Except for those reserved claims that are specifically set forth in subsection B of this Section, Plaintiffs further agree to conditionally waive any and all claims, demands, rights, causes of action and counts against the United States and any other federal agency contracting under the ISDA, including IHS, in which a Plaintiff seeks to recover as monetary relief or money damages more indirect costs than would be recoverable using an indirect cost rate calculated in conformity with this PSA III provided that (i) the challenged rate was negotiated and issued using the new templates and methodology set forth in this PSA III; and (ii) that rate was accepted and applied by the funding agency as to ISDA contracts awarded by that agency in accordance with the applicable OMB Circular.

4. The claims settled by this PSA III as defined in paragraphs 1, 2 and 3

above, are hereinafter referred to as the "Settled Claims."

5. Plaintiffs, by and through their counsel, shall sign and file the Release of Claims attached hereto as Appendix D within 10 days after the Effective Date of this PSA III. Nothing in this PSA III and nothing in the Release shall limit Plaintiffs' rights to enforce this PSA III as set forth in Section X or bar their appeal from the Order of this Court dated August 31, 2006. Defendants' duties under this PSA III shall survive and continue after the filing of the Release.

B. Reserved Claims and Defenses

Notwithstanding any other provision in this PSA III, the parties agree that the following claims and defenses are not settled, dismissed, released or otherwise extinguished, and are expressly reserved:

1. Certain Claims for Monetary Relief and Money Damages Not Settled In PSA I or PSA II

Except as provided in Sections VI.A.2 and A.3 of this PSA III, all claims for monetary relief and money damages that were not settled by PSA I or PSA II are reserved. Plaintiffs specifically reserve their right to appeal from the Order of August 31, 2006 (Dkt. No. 1042), and nothing in this PSA III shall be construed as a waiver of the right to appeal from said Order.

2. Individual Claims Not Asserting the Settled Claims

Any claim or challenge to any cost determinations made by Defendants relating to whether a cost is allowable or reasonable under applicable OMB Circulars, and any claim relating to mathematical or input errors in the calculation of indirect cost rates which have occurred or may occur are reserved.

3. Interior CSC Policy Challenges

Except for the Calculation Claim, the Shortfall Claim, and the Direct CSC claim, as defined in Section II.F of this PSA III, all claims, including claims for monetary or equitable relief, brought in any forum or proceeding which has jurisdiction and which (i) challenge any aspect of the Interior CSC Policy or (ii) challenge the legality of any rescission, amendment or change of that policy, are reserved.

4. Other Reserved Claims

(a) All claims against the United States, or any government agency or officer, entity or organization relating to indirect cost rates established or issued by any agency or organization other than the DOI are reserved;

(b) All claims relating to contracts awarded by the Secretary of DHHS and involving an indirect cost rate established or issued by NBC or DOI are reserved, subject to the conditional waiver of claims described in subsection A of this Section;

(c) All claims relating to contracts awarded by any federal agency other than the DOI or DHHS are reserved;

(d) All claims unrelated to CSC under the ISDA are reserved.

5. Reservation of Government Defenses

Defendants specifically reserve the right to raise any defense against any claim that has been reserved by Plaintiffs for future litigation in this subsection.

VII. DISPOSITION OF BALANCE REMAINING IN RESERVE ACCOUNTS

A. Reserve Accounts from PSA I and PSA II

The reserve account from PSA-1 (CRIS Sub-Account 1:90-CV-0957-02) contained

\$604,810.67 as of March 26, 2008. The reserve account from PSA II (CRIS Sub-Account 1:90-CV-0957-09) contained \$293,649.02 as of March 26, 2008. The parties agree that all funds remaining in these accounts (hereinafter "Reserve Accounts") after all disbursements approved by the Court prior to the Effective Date of this PSA III as defined by Section II.E, augmented by interest earnings, shall be disbursed to cover approved costs incurred by Class Counsel and class consultants in connection with those training activities described in Section V as well as the implementation of this PSA III, and payment of attorneys' fees and costs for Class Counsel, pursuant to the terms set forth in Section VIII, all subject to approval by the Court.

B. Findings Regarding Disposition of the Reserve Account Balances

After all payments authorized by Section V.D.4-7 and Section VIII have been made, any funds remaining in the Reserve Accounts shall, upon certification of completion by Class Counsel and the Order of the Court, be paid to such organization(s) and upon such terms as Class Counsel shall recommend for the benefit of Plaintiffs.

C. Wells Fargo Account

Class Counsel presently maintains Wells Fargo Account 1352220320 which contained \$14,599.25 as of March 31, 2008. Subject to further Orders of this Court, Class Counsel shall make no further disbursements from this account until Class Counsel have been released from further obligations under PSA III as provided in Article XI, except that the funds in said account may otherwise be expended for any purpose authorized for the Reserve Account funds pursuant to Section V.D.4-7 and Section VIII of this PSA III.

VIII. CLASS COUNSEL'S ATTORNEYS' FEES AND COSTS

A. Allowable Fees and Costs

Upon application and subject to the approval of the Court, Class Counsel shall be awarded, allocated and paid their reasonable fees and costs incurred in achieving this PSA III, exclusive of services agreed to be performed without additional compensation by PSA I and PSA II. Allowable costs shall include those items identified in subsection 10.a of PSA I; in Article VII(A) of PSA II; in Section V.D.4-7 of this PSA III, above; and state gross receipts tax on fees, if applicable. Attorneys' fees and costs, as approved by the Court, shall be paid from the Reserve Accounts. Defendants shall not be responsible for payment of any attorneys' fees or costs in connection with claims settled by this PSA III.

B. Application and Notice

Class Counsel may file an application for an award of attorneys' fees and costs to be paid from the Reserve Accounts. The application must be filed on or before distribution of the Settlement Notice pursuant to Section IX.B, below, which notice shall include the amount of the requested fees and costs incurred as of the date of the filing of the application. The application shall be filed and the Settlement Notice distributed no later than sixty (60) days prior to the date set by the Court for the fairness hearing mandated by F.R.Cv. P. 23(e)(2) ("Fairness Hearing"). Class Counsel's application, as well as Defendants' response, if any, and any objections to the application by Class Members, shall be considered at the same time as the Fairness Hearing on this PSA III.

C. Stipulations as to Attorneys' Fees and Costs

Nothing in this PSA III shall be construed to, or is intended to, compensate or reimburse,

or bar compensation, reimbursement or application for, attorneys' fees and costs by Class Counsel for services they perform in any other case or proceeding, including in the pending cases of *Tunica-Biloxi Tribe of Louisiana, et al. v. USA*, D.D.C. No. 1:02CV02413 (RBW) or *Pueblo of Zuni v. USA*, D.N.M. No. CIV 01-1046 WJ/LFG.

IX. PROCEDURES GOVERNING SETTLEMENT APPROVAL

The parties agree that this PSA III shall be implemented in the following manner:

A. Request for Preliminary Approval and Permission to Send and Publish Notice to Class

Upon execution, the parties shall jointly and promptly file this PSA III and request that the Court enter the Order Granting Preliminary Approval of PSA III and Directing Notice to the Class, attached hereto as Appendix E.

B. Distribution of the Notice to Class Members

1. Promptly after entry of the Order Granting Preliminary Approval of PSA III and Directing Notice to the Class, Class Counsel shall cause a notice, substantially in the form of the "Summary Notice of Third Settlement To All Members of the Ramah Class" ("Settlement Notice") attached as Appendix F, to be mailed to all federally-recognized Tribes and all known members of the Class by first-class mail; and shall submit the summary Settlement Notice for publication in either *Indian Country Today* or *News From Indian Country*, to at least one internet outlet reaching Indian country, and WWW.RNCSETTLEMENT.COM. Mailing and publication of the Notice shall occur no less than two months before the Fairness Hearing.

2. Defendants agree to publish, at their expense, the Settlement Notice on the NBC Indirect Cost website, <http://www.nbc.gov/acquisition/ics/icshome.html>, if operational, and on the BIA's website, <http://www.doi.gov/bureau-indian-affairs.html>, if operational, no less than

two months before the scheduled Fairness Hearing, provided that failure to publish this notice on the NBC or BIA websites shall not provide reason for the delay of the Fairness Hearing.

C. Agreement To Bear Cost of Providing Notice

Plaintiffs agree to bear the cost of providing notice to the Class except for those costs associated with the publication of the Settlement Notice on the NBC and BIA websites, which costs shall be born by Defendants.

D. Objections and Fairness Hearing

1. Any Class Member who wishes to object to the terms of this PSA III or the application for fees and costs, must file a written notice of objection (“Notice of Objection”) with the Court specifying the objections and the basis for such objections as provided in the Settlement Notice, with copies served on Defendants' counsel and on Class Counsel. In order to have an objection considered and heard at the Fairness Hearing, such written Notice of Objection must be filed with the Court and served on counsel by the date specified in the Settlement Notice attached hereto as Appendix F.

2. Any Class Member who has filed a timely written Notice of Objection to PSA III or the fee application as described in paragraph 1, above, may appear and be heard on the objection(s) contained in the Notice of Objection at the Fairness Hearing and may seek to show cause why the particular matter to which they objected (PSA III, the fee application, or both) should not be approved. Only timely filed objections shall be considered or heard at the hearing.

3. At the Fairness Hearing, the parties shall request the Court's approval of this PSA III and shall present such evidence and arguments as may be appropriate. Class Counsel and Defendants shall also be heard on Class Counsel's application for attorneys' fees

and costs.

X. RIGHT TO CHALLENGE BREACHES OF THIS PSA III

A. Written Notice on the Other Party

1. Before seeking adjudication of any allegation or complaint that Defendants have failed to comply with any provision of this PSA III, Class Counsel, or an individual Class Member after Class Counsel are relieved from their duties in this action as to equitable relief, shall serve a written notice upon the Director of the Federal Programs Branch, Civil Division, United States Department of Justice, and the Solicitor of the Department of the Interior. Such notice shall specify which term(s) of this PSA III allegedly have been violated, shall describe all the facts and circumstances then known supporting the claim that Defendants have violated the PSA III, and shall state that Plaintiffs or the individual Class Member intend to seek an order from the District Court to enforce compliance with this PSA III.

2. If Defendants, through counsel, allege that Plaintiffs have failed to comply with any provision of this PSA III, counsel for Defendants shall serve a written notice upon Class Counsel. Such notice shall specify which term(s) of this PSA III allegedly have been violated, shall describe all the facts and circumstances then known to Defendants supporting the claim that Plaintiffs have violated this PSA III, and shall state that Defendants, through counsel, intend to seek an order from the District Court to enforce compliance with this PSA III.

B. Sixty-Day Meet and Confer Period

Defendants shall have a period of sixty days after receipt of such notice described in paragraph A.1, above, to take appropriate action to resolve any claims of noncompliance. If such claims are not resolved after consultation between counsel for Defendants and Class Counsel

within that sixty-day period, or if, prior to the expiration of such sixty-day period, counsel for Defendants advise Class Counsel (or the individual Class member who filed the notice pursuant to paragraph A.1, above, in circumstances after Class Counsel have been relieved from their duties in this action as to equitable relief) that no further action will be taken by Defendants, Class Counsel (or the individual Class member) may apply to the District Court for an order compelling compliance with this PSA III. If Defendants allege that Plaintiffs have failed to comply with any provision in this PSA III, the same time-lines and procedures shall apply.

C. Not Initially Enforceable Through Contempt

The parties to this PSA III hereby waive and disclaim any initial right to seek enforcement of this PSA III through contempt sanctions. However, if after a party seeks an order compelling compliance with the agreement, the Court issues such order, any future violation of any such order may give rise to contempt sanctions as in any other case, as may otherwise be found warranted by the Court.

D. Enforcement By Individual Plaintiffs

After Class Counsel are relieved from their duties in this action as to equitable relief pursuant to Section XI, any Class Member shall have the right to seek equitable relief to enforce their rights established by this PSA III either in this action or in a separate legal proceeding as otherwise authorized by law, subject to the notice and confer provisions of Section X.A and B, above. Any Class Member who seeks monetary relief for money damages on an ISDA contract claim based on breach of this PSA III must pursue such claim in accordance with the Contract Disputes Act, 41 U.S.C. §§ 601 *et seq.*, 25 U.S.C. § 450m-1 and other applicable law.

XI. CONCLUSION OF CLASS COUNSEL'S DUTIES IN THIS ACTION

A. Class Counsel shall, for a period not to exceed one year from the Effective Date of this PSA III, ensure that the parties' covenants are carried out and that the training materials and training sessions required under this PSA III are prepared and carried out by Defendants.

B. No additional fees beyond those which may be awarded under Section VIII, above, shall be paid to Class Counsel for such post-settlement services, but Class Counsel may recover their additional costs associated with the oversight required under subsection A of this Section from the Reserve Accounts.

C. At the conclusion of the training sessions required under subsection V.C, above, and performance of the other covenants of Defendants, or the passage of one year from the Effective Date of this PSA III, whichever comes first, upon application by Class Counsel, Class Counsel shall be dismissed as Class Counsel with respect to equitable relief. Prior to such dismissal, Class Counsel shall provide the Court with a final status report as to the Reserve Accounts, any outstanding contracts with the National Congress of American Indians (NCAI), and a recommendation as to the disposition of remaining funds in the Reserve Accounts.

D. Nothing in this Section shall alter or affect Class Counsel's duties with respect to the contemplated appeal of the Class from the Court's Order of August 31, 2006.

XII. JURISDICTION OF THE COURT TO ENFORCE THIS AGREEMENT

The parties hereby stipulate and agree to entry of a Final Judgment, substantially in the form appended hereto as Appendix G, dismissing all of Plaintiffs' equitable claims in this action with prejudice, except that the Court shall retain jurisdiction for the purpose of enforcing compliance with the terms and conditions of this PSA III and to adjudicate or otherwise resolve

any pending claims which have not been released, pursuant to subsection VI.B. The parties agree that any Order of the Court granting judicial approval of this PSA III does not render the terms and conditions of this PSA III subject to the contempt powers of the Court except as set forth in subsection X.C. However, this provision shall not be construed to limit the power of the Court to enforce the terms of this PSA III through a separate order that may be issued by the Court after the conditions set forth in subsections X.A and B have been satisfied. Applications for orders seeking to enforce this PSA III may be brought by Class Counsel or any Class Member after Class Counsel's release.

XIII. INDEPENDENT RATIONALE AND JUSTIFICATION

Nothing contained in this PSA III shall be deemed to be an approval or adoption by any party of any party's rationale or justification for entering this PSA III.

XIV. PARTIES BOUND BY THIS PSA III

This PSA III binds each and every Defendant as defined in Section II.C.2, above. This PSA III also binds the Class, including but not limited to each of the Named Plaintiffs and each and every Class Member.

XV. INTEGRATION

This PSA III is the integrated understanding of the parties and replaces and supersedes any prior agreement, understanding, or contract between them regarding settlement of this dispute, except that PSA I and PSA II shall remain in full force and effect.

XVI. COOPERATION

The parties agree to exchange information and to prepare and execute such instruments as may be reasonably necessary to effectuate this PSA III.

XVII. MODIFICATION.

A. This PSA III may be modified only with the written approval of the parties to this PSA III and with the approval of the Court, upon such notice to the Class, if any, as the Court may require.

B. Notwithstanding the terms of Section III.C or subsection A of this Section of PSA III, nothing in this PSA III shall impair the right of Defendants to alter, without obtaining prior judicial approval or prior approval from the Class, any covenants or undertakings as set forth in Sections III, IV, or V to reflect changes in federal statutes or in OMB Circular A-87 (2 C.F.R. Part 225), OMB Circular A-21 (2 C.F.R. Part 220), or OMB Circular A-122 (2 C.F.R. Part 230), effective after the date of this PSA III, and the fact that such alterations were made without prior approval of the Court or the Class shall not be considered a violation of this PSA III.

C. Nothing in this Section of PSA III shall impair the right of any individual Class Member to (a) bring suit to challenge under applicable law any changes to federal statute or OMB Circulars, and (b) subject to the notice provisions of Section X of this PSA III, to seek an order from this Court that any alterations made by Defendants, as referenced in Subpart B above, were unnecessary to comply with changes to federal statute or OMB Circular A-87 (2 C.F.R. Part 225), OMB Circular A-21 (2 C.F.R. Part 220), or OMB Circular A-122 (2 C.F.R. Part 230).

XVIII. COUNTERPARTS

This PSA III may be executed in counterparts.

XIX. NO ADMISSION OF LIABILITY AND RESTRICTIONS ON USE OF PSA III

A. This PSA III does not represent an admission of liability by Defendants.

B. Plaintiffs agree that IHS and DHHS are not parties to this suit, are not bound by

this PSA III, have not authorized any of the Defendants to act on their behalf or to represent their interests in connection with this PSA III, and this PSA III shall have no collateral estoppel or res judicata effect in any case in which IHS and DHHS is a party.

C. This PSA III (including all Appendices, and data, documents, filings, or statements made or created during the negotiations leading up to this PSA III, or information exchanged between the parties in the course of those negotiations that Plaintiffs did not receive in discovery in other proceedings) may not be offered, taken, construed, or introduced as evidence of liability, as an admission of fact or legal proposition or statement of wrongdoing by either party in any subsequent proceedings in this action, including but not limited to any future proceedings relating to Plaintiffs' claims for monetary relief or monetary damages, or in any other action in which an agency or department of the United States Government is a party, pending now or filed subsequent to this PSA III, whether judicial or administrative, including but not limited to any suits by Tribes and tribal organizations relating to CSC, indirect cost rates and ISDA contracts. Notwithstanding the foregoing,

(i) this PSA III may be presented to this Court by any party to this PSA III solely to obtain the Court's final approval of this PSA III;

(ii) the terms and conditions of this PSA III may be presented by either party as necessary to enforce the terms of this PSA III in any proceeding or to any agency;

(iii) this Section shall not bar the right of any party to otherwise secure discovery of information that might have been exchanged during negotiation of this PSA III pursuant to applicable discovery rules, provided that the information or documents sought were not created for purposes of negotiating or finalizing this PSA III; and

(iv) the Release of Claims signed by Plaintiffs in Appendix D may be used as a defense by any government agency to any claim that the agency believes was released pursuant to this PSA III, subject to the right of any Plaintiff to argue that the said Release of Claims does not release the claims there at issue.

XX. NOTICES

Notices required under this PSA III shall be sent to:

- A. Lead Class Counsel:
Michael P. Gross
460 St. Michael's Drive, Suite 401
Santa Fe, New Mexico 87505-7602
Telephone (505) 995-8066
Fax (505) 989-1096
E-mail: mpgross@cnsf.com
- Co-Class Counsel:
C. Bryant Rogers
VanAmberg, Rogers, Yepa, Abeita, and Gomez, LLP
P. O. Box 1447
Santa Fe, New Mexico 87504-1447
Telephone (505) 988-8979
Fax (505) 983-7508
E-mail: cbrogers@nmlawgroup.com
- B. Class Counsel for the Direct CSC Claim:
Lloyd B. Miller
Sonosky, Chambers, Sachse, Miller & Munson, LLP
900 West Fifth Avenue, Suite 700
Anchorage, Alaska 99501
Telephone (907) 258-6377
Fax (907) 272-8332
E-mail: Lloyd@sonosky.net
- C. Counsel for Defendants:
Acting Assistant Attorney General
Gregory Katsas
- Gregory J. Fouratt
United States Attorney

Jan E. Mitchell
Assistant United States Attorney
P.O. Box 607
Albuquerque, New Mexico 87103

James Gilligan
Assistant Branch Director
Federal Programs Branch

Karen K. Richardson
Senior Counsel
United States Department of Justice
20 Massachusetts Ave., Room 6126
Washington, DC 20530
Telephone (202) 514-3374
Fax (202) 616-8460
E-mail: Karen.Richardson@usdoj.gov

By their signatures below the parties in the above-styled matter, by and through counsel, indicate their consent to the terms and conditions set forth above.

COUNSEL FOR PLAINTIFFS RAMAH NAVAJO CHAPTER AND OGLALA SIOUX TRIBE AND LEAD CLASS COUNSEL

Michael P. Gross
MICHAEL P. GROSS

May 14, 2008
Date

CO-CLASS COUNSEL

C. BRYANT ROGERS

Date

COUNSEL FOR PLAINTIFF PUEBLO OF ZUNI, AND CO-CLASS COUNSEL FOR THE DIRECT CSC CLAIM

LLOYD B. MILLER

Date

PLAINTIFF RAMAH NAVAJO CHAPTER

Lee S. Dine, President
By its Designated Representative

5/14/08
Date

PLAINTIFF OGLALA SIOUX TRIBE

By its President

Date

PLAINTIFF PUEBLO OF ZUNI

By its Governor

Date

By their signatures below the parties in the above-styled matter, by and through counsel, indicate their consent to the terms and conditions set forth above.

COUNSEL FOR PLAINTIFFS RAMAH NAVAJO CHAPTER AND OGLALA SIOUX TRIBE AND LEAD CLASS COUNSEL

MICHAEL P. GROSS Date

CO-CLASS COUNSEL

C. BRYANT ROGERS Date 5/15/08

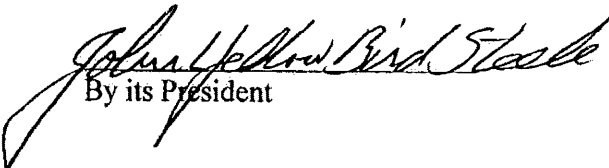
COUNSEL FOR PLAINTIFF PUEBLO OF ZUNI, AND CO-CLASS COUNSEL FOR THE DIRECT CSC CLAIM

LLOYD B. MILLER Date

PLAINTIFF RAMAH NAVAJO CHAPTER

By its Designated Representative Date

PLAINTIFF OGLALA SIOUX TRIBE


By its President Date 5/15/08

PLAINTIFF PUEBLO OF ZUNI

By its Governor Date

By their signatures below the parties in the above-styled matter, by and through counsel, indicate their consent to the terms and conditions set forth above.

COUNSEL FOR PLAINTIFFS RAMAH NAVAJO CHAPTER AND OGLALA SIOUX TRIBE AND LEAD CLASS COUNSEL

Michael P. Gross

May 14, 2008

MICHAEL P. GROSS

Date

CO-CLASS COUNSEL

C. BRYANT ROGERS

Date

COUNSEL FOR PLAINTIFF PUEBLO OF ZUNI, AND CO-CLASS COUNSEL FOR THE DIRECT CSC CLAIM

Lloyd B. Miller

May 18, 2008

LLOYD B. MILLER

Date

PLAINTIFF RAMAH NAVAJO CHAPTER

By its Designated Representative

Date

PLAINTIFF OGLALA SIOUX TRIBE

By its President

Date

PLAINTIFF PUEBLO OF ZUNI

By its Governor

Date

By their signatures below the parties in the above-styled matter, by and through counsel, indicate their consent to the terms and conditions set forth above.

COUNSEL FOR PLAINTIFFS RAMAH NAVAJO CHAPTER AND OGLALA SIOUX TRIBE AND LEAD CLASS COUNSEL

MICHAEL P. GROSS

Date

CO-CLASS COUNSEL

C. BRYANT ROGERS

Date

COUNSEL FOR PLAINTIFF PUEBLO OF ZUNI, AND CO-CLASS COUNSEL FOR THE DIRECT CSC CLAIM

LLOYD B. MILLER

Date

PLAINTIFF RAMAH NAVAJO CHAPTER

By its Designated Representative

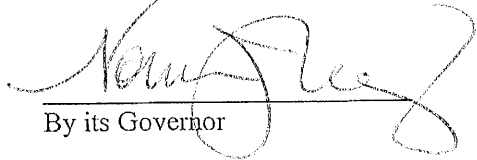
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PLAINTIFF OGLALA SIOUX TRIBE

By its President

Date

PLAINTIFF PUEBLO OF ZUNI



By its Governor

5/16/08

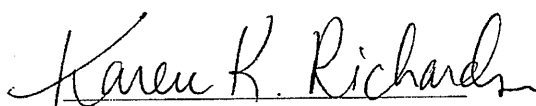
Date

COUNSEL FOR DEFENDANTS

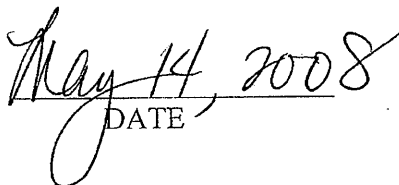
GREGORY KATSAS
Acting Assistant Attorney General

GREGORY J. FOURATT
United States Attorney
JAN ELIZABETH MITCHELL
Assistant United States Attorney

JAMES GILLIGAN
Assistant Branch Director
Federal Programs Branch
Civil Division



KAREN K. RICHARDSON
Senior Counsel
Federal Programs Branch
Civil Division
United States Department of Justice


DATE