

## IN THE ARBITRATION OF

KEVIN S., *et al.*,

Plaintiffs,

vs.

NEW MEXICO CHILDREN, YOUTH and  
FAMILIES DEPARTMENT, and  
NEW MEXICO HUMAN SERVICES  
DEPARTMENT,

Defendants.

### **DEFENDANTS' OPENING BRIEF**

The New Mexico Children, Youth, & Families Department (“CYFD”) and the New Mexico Human Services Department (“HSD”) (collectively, the “State”), respectfully submit this opening brief in accordance with Section IX, Step-2(1)(a) of the Final Settlement Agreement (“FSA”)<sup>1</sup> and the Arbitrator’s Scheduling order.

### **INTRODUCTION**

The State has worked hard to establish a collaborative and productive relationship with Plaintiffs, especially under the new leadership at CYFD and HSD. The Corrective Action Plan (“CAP”)<sup>2</sup> is a product of collective, good-faith, and best efforts to discuss and resolve disputes about whether Defendants performed under the FSA. But child welfare work is difficult and nuanced. It is difficult because it involves children and families who have and are experiencing complex trauma, because the gaps in the service array available in New Mexico are vast, because of the high acuity needs of many children and youth in the State’s custody, and because of the

---

<sup>1</sup> The title of the relevant document is the “Settlement Agreement,” which is sometimes referred to as the “Final Settlement Agreement” (“FSA”) and is attached as Exhibit A to Plaintiffs’ Notice of Arbitration.

<sup>2</sup> The full title of the relevant document is the “Corrective Action Plan for Partial Resolution of Issues in Dispute” executed by the parties on June 30, 2023 (hereinafter referred to as the “CAP”) and is attached as Exhibit B to Plaintiffs’ Notice of Arbitration.

significant time and resources required to identify, develop, and sustain safe and stable placements. It is nuanced because each service provider, each team member, and each placement caregiver must be able to collaborate effectively to meet the unique needs of each and every individual child and youth in the State’s custody (and their families).

The difficult and nuanced nature of this work is frustrated by further attempts, including the 2023 Arbitration (unilaterally dismissed by Plaintiffs) and this 2024 Arbitration, both of which seek to impose even more obligations on the State beyond the Implementation Targets (22) and Target Outcomes (24) set forth in the FSA, and the revised goals set forth in the 24-page CAP. The State remains committed to realizing the vision embodied in the FSA (and by extension the CAP) to address systemic issues that need to be improved. To bring about meaningful and sustainable change, the State is not only working to meet goals set forth in the FSA and the CAP, the State is also focused on creating values-based and vision driven agencies.

Comprehensive overhaul of any system—especially one that requires multi-agency coordination—is complex, incremental, and iterative. The team members assembled to perform this challenging work are, with few exceptions, responsible not only for implementing the goals set forth in the FSA and CAP, but for the day-to-day operations of governmental agencies. Expecting seismic shifts to occur sustainably and successfully within short time frames is unrealistic.<sup>3</sup> The State has made significant progress and met most of its implementation targets,

---

<sup>3</sup> There are myriad lawsuits involving state child welfare agencies involving differing procedural mechanisms. According to one child welfare organization: “[T]hese approaches provide judges, independent monitors, and or other oversight committees with ongoing authority to enforce the performance benchmarks. As a result, *litigation is lengthy, with the average life span of a consent decree about 15 years, and expensive, with the cost of legal fees, monitoring, and consulting fees estimated to reach or surpass \$15 million over the lifetime of a single agreement.*” See: <https://www.casey.org/litigation-response/> (emphasis added).

none of which is recognized or acknowledged in the Notice of Arbitration.<sup>4</sup> The outcomes the State expects to follow will take time to observe in data and other information gathering. This is made more difficult by staff shortages and turnover, which is a national crisis, not unique to New Mexico.

Further, public reporting and perception of child welfare agencies is a direct driver behind the challenge of recruiting and retaining a robust workforce. This is a national issue that has been explored and confirmed through an extensive body of academic research. Far from helping to support CYFD's efforts to build a more appealing reputation to attract highly skilled workers, the inflammatory publicized statements about CYFD being, "broken," a "failure," and in "chaos," are detrimental to the department's efforts to recruit highly motivated and qualified staff. CYFD cannot successfully implement any of the systemic changes described in the FSA without a stable, supported workforce. The core problem is that people are hesitant to grow a career in an organization that is constantly maligned and denigrated in the media.

Additionally, the constant accusations of the State's failures to make progress on the FSA's target outcomes have resulted in repeated and burdensome requirements to coordinate responses and provide exhaustive, detailed data and updates that were not originally required under the FSA. These requirements have resulted in a reallocation of limited resources, time, and money that could have been better utilized to meet the goals of the FSA. These systemic changes require focused, effective leadership. Due to the ongoing escalation of monitoring requested by the Plaintiffs, much of the agency's time and attention has been diverted to responding to endless and limitless data requests.

---

<sup>4</sup> On May 20, 2024, Plaintiffs served a Notice of Arbitration (hereinafter the "1<sup>st</sup> Notice"). This Opening Brief is limited to the issues raised in the 1<sup>st</sup> Notice. On July 15, 2024 (the date of this submission), Plaintiffs served an Amended Notice of Arbitration (hereinafter the "2<sup>nd</sup> Notice"). Defendants have not yet had opportunity to review the 2<sup>nd</sup> Notice and reserve their right to respond to any new issues raised in the 2<sup>nd</sup> Notice.

## BACKGROUND AND PROCEDURAL HISTORY

### A. The FSA

The Parties agreed to the FSA in March 2020. The FSA's stated purpose was to "set forth a plan and process for CYFD and HSD to improve the current system of care . . . ." *Id.* at 1. The Parties understood and agreed that the goals outlined in the FSA were "targets" for which the State agreed to make "good faith efforts" to achieve. Article II of the FSA defines the Performance Standard, as follows:

**Performance Standard** refers to the level of achievement Defendants must meet with respect to each Implementation Target and Target Outcome in order to fulfill the terms of the Agreement. Meeting the performance standard means making good faith efforts to achieve substantial and sustained progress toward achieving the Implementation Target or Target Outcome. A finding of good faith efforts to achieve each Implementation Target or Target Outcome shall be based on whether Defendants have made all reasonable efforts to achieve each Implementation Target or Target Outcome. The standard is not intended to assess Defendants' subjective intentions, plans, or promises.

FSA at 2-3 ("Definitions") (emphasis added). The State will demonstrate at the Arbitration Hearing that the State has made good faith efforts to, and in many cases has met, the targets set forth in the FSA.

The FSA further provided for dispute resolution procedures, including in relevant part, mediation, corrective action plans, and arbitration. *See* FSA, Article IX. Specifically, the FSA provides as follows:

**Step 1 – Alternative Dispute Resolution:** At any time following the execution of this Agreement, any Party or Parties may notify the other Parties that they are initiating the alternative dispute resolution process by providing written notice of the issue in dispute, the initiating Party's position on that dispute, and their choice to initiate the dispute resolution process to all other Parties and to the Co-Neutrals. The Co-Neutrals shall attempt to resolve the dispute through mediation within 30 Days of the initiation of the dispute. The Parties shall use good-faith, best efforts to discuss and resolve the dispute.

For any dispute over whether the Defendants have met the Performance Standard for an Implementation Target or Target Outcome by the agreed-upon deadline, the Co-Neutrals and the Parties shall attempt to agree on a corrective action plan through mediation. No Party shall initiate the arbitration process in Step 2 until the time for Defendants to complete any corrective action plan has expired.

**Step 2 – Arbitration:** After the Parties have completed the alternate dispute resolution process set forth in Step 1 and any time to resolve the disputed issue through a corrective action plan has elapsed, any party may initiate binding arbitration....

FSA at 10.

In short, any dispute over whether Defendants have met the Performance Standard” is subject to a two-step dispute resolution process. FSA at 10, § IX (“Dispute Resolution”). The initial step requires that the parties first “attempt to resolve the dispute through mediation” and a “corrective action plan.” FSA at 10 (“Dispute Resolution: Step 1 – Alternative Dispute Resolution”) (“For any dispute over whether the Defendants have met the Performance Standard for an Implementation Target or Target Outcome by the agreed-upon deadline, the Co-Neutrals and the Parties shall attempt to agree on a corrective action plan through mediation.”). The second step is this arbitration. FSA at 10-11 (“Dispute Resolution: Step 2 – Arbitration”) (“After the Parties have completed the alternative dispute resolution process set forth in Step 1 [the CAP] and any time to resolve the disputed issue through a corrective action plan has elapsed, any Party may initiate binding arbitration.”).

## **B. The CAP**

The CAP reflects a lengthy and resource intensive process which Plaintiffs’ counsel initiated by way of their demand for Alternative Dispute Resolution on January 6, 2023.<sup>5</sup> Pursuant to the FSA, the Parties scheduled (within 30 days of Plaintiffs’ counsels’ demand) and the State

---

<sup>5</sup> The CAP itself acknowledges that it is “Step 1” of the FSA’s dispute resolution process. CAP at 1 (“In the spirit of collaboration, counsel for Plaintiffs, CYFD and HSD . . . employed good-faith, best efforts to discuss and resolve disputes in furtherance of Step 1 of the Dispute Resolution process set forth in Section IX.A of the March 2020 Final Settlement Agreement (“Agreement”).”

participated in an initial mediation on January 31, 2023, during which two follow-up in-person mediations were set. This initial mediation was two weeks into a grueling sixty-day legislative session which ended March 18, 2023. Throughout the legislative session, both Departments contributed to a proposed Corrective Action Plan which they presented to Plaintiffs' counsel and the Co-Neutrals (serving as mediators with Co-Neutral Ryan in person and Co-Neutral Meltzer participating virtually) on March 18, 2023. The Parties recommenced mediation on Appendices A, B, and D of the Settlement Agreement on March 28 and 29 in-person at the Rodey firm. Continued targeted mediation for CYFD occurred on April 14, 2023, and for HSD on May 5, 2023. Concurrently, both HSD and CYFD finalized their compilation of 2022 annual data for Annual Reports, a requirement of the Settlement Agreement, which was ultimately submitted timely on May 1, 2023.

As part of its commitment to engaging with the Nations, Tribes and Pueblos of New Mexico, former CYFD Cabinet Secretary Barbara Vigil proposed a facilitated listening session with tribal leaders and their representatives to which Plaintiffs' counsel and the Co-Neutrals were invited. The State retained Justice Cheryl Fairbanks and Chief Justice Robert Yazzie to facilitate the session which some of Plaintiffs' counsel and Co-Neutral Meltzer participated in on May 10, 2023. The event was well attended - both in person and virtual - by Tribal leaders and partners with representation from nearly every New Mexico Nation, Tribe and Pueblo. This required a tremendous amount of preparation. For example, State staff hosted multiple planning meetings to include private meetings between the facilitators and Plaintiffs' counsel and between the facilitators and Co-Neutrals. While the event was well attended by State staff - many of whom regularly engage with New Mexico's N/T/Ps on ad hoc and recurring bases - it is representative of the lengths the State has taken to provide Plaintiffs' counsel and the Co-Neutrals an opportunity

to hear directly from New Mexico's Nations, Tribe, and Pueblos which are not a party to Kevin S. yet are integral to implementation of much of the work described therein.

The State then hosted another mediation at the Indian Pueblo Cultural Center on Appendix C of the Settlement Agreement on May 12, 2023, mediated by Co-Neutral Meltzer in-person with Co-Neutral Ryan participating by phone. The Parties continued mediation on each of the Settlement Agreement Appendices virtually on May 24 and June 9, 2023.

Since January 2023, the Parties and Co-Neutrals participated in eight mediation sessions, a facilitated listening session with N/P/T, numerous calls, extensive email exchange and significant effort to come to the agreement in the CAP of June 30, 2023. The State participated in good faith throughout the process under the Cabinet Secretaries and numerous other high-level staff. The CAP was the culmination of months of negotiation and courageous conversations between and among the Parties.

### **C. 2023 Arbitration**

The CAP was agreed to on June 30, 2023. The CAP expressly stated that: "The Parties agree that this CAP shall expire on January 5, 2024." CAP at 1 (emphasis added). The FSA expressly required that "[n]o Party shall initiate the arbitration process in Step 2 until the time for Defendants to complete any corrective action plan has expired." FSA at 10 (emphasis added). Plaintiffs breached the FSA (and to the extent it could be considered a separate contract, the CAP) by demanding arbitration on October 20, 2023, months before the CAP expired. After unilaterally demanding arbitration, Plaintiffs then litigated the matter for nearly two months (October to December 2023) while Defendants repeatedly raised that Plaintiffs had improperly initiated arbitration in breach of the FSA. Plaintiffs' breach aside, Defendants were ready and willing to proceed in arbitration to defend their good faith efforts to perform under the FSA. On December

7, roughly a week before the arbitration hearing was scheduled to commence, Plaintiffs unilaterally – and without the approval or consent of Defendants – abandoned the 2023 Arbitration.

Plaintiffs’ premature demand for the 2023 Arbitration was and remains both a breach of the FSA and a breach of the covenant of good faith and fair dealing because the 2023 Arbitration interfered with CYFD and HSD’s ability to perform under the FSA and CAP. For nearly two months while the CAP remained active, CYFD and HSD were required to divert significant time and resources away from operations to defend against Plaintiffs’ premature arbitration. Defendants therefore assert as an affirmative defense that Plaintiffs’ filing of the 2023 Arbitration was a material breach of the FSA and a breach of the covenant of good faith and fair dealing.

#### **D. 2024 Arbitration**

On May 20, 2024, Plaintiff’s served the Notice of Arbitration commencing this arbitration (the “2024 Arbitration”). In their Notice of Arbitration, Plaintiffs identified four (4) substantive “Disputes for Arbitration”:

1. CYFD Workforce Caseloads;
2. Resource Family Recruitment (i.e. Building out family-based placements);
3. Well Child Visits (Appendix D); and
4. Data Submissions.

### **DISCUSSION**

#### **A. CYFD Workforce Caseloads**

CYFD remains committed to hiring the highest quality staff that demonstrate the competencies needed to recognize and respond to the diverse needs of children and families involved with protective services. CYFD remains dedicated to hiring a sufficient workforce that can maintain manageable caseloads and ensure the provision of the highest quality intervention

and support. The FSA directed CYFD to create a Workforce Development Plan with the goal that “CYFD have a sufficient number of caseworkers to ensure that no caseworker will carry a case load of greater than the current professional standard identified by the Child Welfare League of America (CWLA).” This commitment is responsive to a long existing, national issue for child protective agencies. In 1960, over six decades ago, the Childrens’ Bureau published a study which stated:

Turnover of staff in social agencies has been a serious concern of agency administrators for at least the past 10 years. Repeatedly, at conferences and in the professional journals, the complaint has been heard that staff turnover (1) handicaps the agency in its efforts to provide effective social services for clients; (2) is costly and unproductively time consuming; and (3) is responsible for the weary cycle of recruitment-employment- orientation-production-resignation [...] (emphasis added).

While robust and quality data on child protection agencies turnover is limited, more recent data suggests that among a sample of counties, states, tribes and territories “[i]n 2017 [...] turnover rates [...] varied from a low of 10% to a high of approximately 35%.” Casey Family Programs reported in August 2023 “[f]or about 15 years prior to the COVID-19 pandemic, child welfare turnover rates hovered between an estimated 20% and 40% with an estimated national average of 30%” (emphasis added). The COVID-19 pandemic has only exacerbated vacancy rates and seriously challenged recruitment efforts.

CYFD has maintained its efforts toward drafting and seeking Co-Neutral approval its Workforce Development Plan. Since this time last year, the State has re-submitted for approval its draft Workforce Development Plan (the “Plan”) six times incorporating changes and updates pursuant to Co-Neutral feedback each time. The Plan itself, which addresses CYFD’s strategy to monitor and track caseloads was approved July 13, 2023. However, CYFD has been working toward implementing the Plan and has made improvements both in terms of tracking data,

increasing recruitment, and reducing turnover. As articulated in the Plan, staff are our most valuable asset. CYFD also successfully negotiated a pause of union requirements for posting classified positions for a period of 14 days, further increasing the department's ability to adequately staff Protective Services.

In September 2023, CYFD Protective Services ensured Investigators, Permanency, Placement, Adoption Consultants, In-Home Services, Statewide Central Intake, Family Centered Mediators, Foster Connections Specialists, Attorneys and Supervisors received inequity pay to address years of compounding pay issues. All staff mentioned above were properly placed in the pay band of their respective position based off their experience, education, and licensure. CYFD PSD will continue to monitor budget and work to proceed to finish the inequities for all staff within the division.

CYFD will present evidence at the arbitration hearing that it has made good faith efforts to improve hiring, retention and caseload management.

## **B. Resource Family Recruitment**

CYFD remains committed to building a system that supports the placement of our children and youth in the least-restrictive environments that are safe, stable, and community-based. CYFD's licensed resource families - relative, kin, and non-relative - are trained and supported to understand and meet the unique needs of our children so they are able to heal and thrive.

Prior to securing and onboarding a private contractor to support heightened foster parent recruitment and retention efforts, CYFD designated a specialized team to focus on five targeted counties as required under the CAP. Teams met weekly and implemented recruitment efforts in their identified counties, including activities such as partnering with local churches to host informational meetings and presentations, hosting monthly informational sessions in local county

offices, distributing flyers to local businesses, schools, and community areas, producing radio and newspaper advertisements, posting updated orientation and training dates on the CYFD website, inviting current foster parents to speak at informational sessions, holding presentations at libraries, schools, and childcare centers, partnering with local businesses to advertise on their marquees, and staffing informational booths at community events such as local Fiestas, parades, Pride events, movies in the park, holiday activities, and various other community events.

CYFD executed a contract on July 21, 2023, with Jonathan Salazar to develop a robust system of recruitment and retention strategies to increase the number of safe, stable, and appropriate family-like placements, including the implementation of a comprehensive foster parent recruitment campaign. Mr. Salazar was chosen for this effort because of his success in implementing a community-driven “spider-web networking model” in Oregon to recruit and retain foster parents and for his development of an effective mobile App called Home Base. Mr. Salazar’s model provides monetary incentives to resource parents for successful referrals and licensure of new foster families. This model includes holding house meetings to use word-of-mouth advertising.

At the onset of contract execution, Mr. Salazar conducted an assessment of the department’s current practices and resources. CYFD utilized his findings to inform the reorganization of the Placement Pillar. In September 2023 the Placement Pillar launched and reorganized/expanded CYFDs placement workforce in the following manner:

- Regional specialized recruitment and retention teams were formalized allowing placement and adoption workers to maintain focus on their primary job responsibilities of supporting and retaining foster and adoptive families.
- A team of Navigator Specialists was formed to support prospective foster parents from inquiry to licensure and to support general recruitment strategies. This team manages the County Based Recruitment Teams comprised of CYFD staff (cross-pillar) and local stakeholders. Each county-based team has developed a local Recruitment and Retention Plan that includes demographic data to inform their

recruitment goals. These plans are updated regularly to ensure applicability to the county's placement needs for children and youth in State's custody.

- A Recruitment and Retention Team conducts targeted recruitment for specialized populations, children/youth with higher acuity needs, and children freed for adoption.
- A Resource Parent Training team was also formed. These trainers will support Foster Parent pre-service and ongoing training. These trainers will be available for specialized training needed to support and retain current resource parents as well.

Mr. Salazar participates in bi-weekly meetings with these specialized teams to support and guide these teams in reviewing progress and improving each county's recruitment plan to ensure CYFD remains on target to achieve its recruitment goals. The Recruitment and Retention team has identified all prospective resource homes currently in the queue and is actively navigating these inquiries and applicants through the home study and licensure process. CYFD has renewed a contract with the SAFE Consortium for Children to train and certify staff as home study writers. Additionally, CYFD has hired temporary workers and onboarded an additional contractor to support staff in completing home studies. These additional resources meet with the team twice a week to review efforts and provide solutions to challenges.

Finally, CYFD established a workgroup with CYFD's Behavioral Health and HSD to increase Treatment Foster Care providers and identify Foster Care Plus families. Mr. Salazar has also joined this group to contribute ideas on targeted recruitment of families who have the abilities and skills to care for our high-acuity children and youth.

CYFD will present evidence at the arbitration hearing that it has made good faith efforts to improve recruitment and retention of resource families.

### **C. Well-Child Visits**

The State's goal is to build a system that thoroughly understands the unique needs of each child and youth in the State's custody and has the holistic services needed to address these needs.

Screenings and assessments are timely and conducted to facilitate appropriate referrals to services and to ensure a deep understanding of our children and youth's needs. Well child visits for all children and youth in custody has been and remains a high priority for CYFD and HSD. While not at 100% – a result that is impossible and not achieved by any other State – the State has made substantial progress on this issue.

In June 2023, CYFD hired a full-time EPSDT Coordinator to track the business processes around Well-Child Visits, including scheduling, appointment completion, and documentation acquisition. Additionally, this position is responsible for reaching out to workers to provide reminders regarding due dates and assisting in the collection of documentation from providers. The coordinator works collaboratively with HSD, meeting weekly, to cross-reference CYFD's data with billing data in the Medicaid system from providers and to discuss solutions for barriers that continue to arise with scheduling and documentation. Since initiating this new process our data is continuously improving.

New Mexico suffers from a severe shortage of health care providers, particularly in the rural areas of our state. According to a recent publication by New Mexico In Depth:

“New Mexico has a severe shortage of healthcare workers, particularly in the state's rural and frontier areas, where a third of the state's 2.1 million people live. Lawmakers and the governor invested millions to close the gap earlier this year, but advocates say it's not enough. We don't have enough doctors anywhere in New Mexico, but especially in rural New Mexico. The challenge is large: in July the state was short 1,000 physicians and almost 7,000 nurses, according to published job announcements around the state. Every state is confronting too few medical professionals. That means New Mexico competes nationally, even internationally, for a too small pool of nurses, doctors, and other health workers. Transportation challenges rural residents face are also an enormous barrier. Usually, if you're 15 minutes late, your appointment gets canceled. So what if there's a car accident? What if your car breaks down, if something comes up that you have no control over? People travel in two and a half hours for appointments.”

See: <https://nmindepth.com/2023/lawmakers-tackled-new-mexicos-crisis-of-rural-health-care-workers-it-wasnt-enough/>.

The State will present evidence that the Departments have made good faith efforts to provide timely well-child checks for children and youth in State custody.

#### **D. Data Submissions**

The State remains committed to providing data to improve resources and care for children and youth in State custody. The State will present evidence that (1) in many instances, the electronic systems of the State were designed to manage individual cases or employees, not to provide the type of aggregate data requested by the Co-Neutrals; (2) the State has expended substantial time and resources to modify its electronic systems to attempt to provide the data requested; and (3) the State has made good faith efforts to provide timely data, including providing data that is above and beyond anything agreed to in the FSA.

### **CONCLUSION**

Many of the barriers that CYFD and HSD are encountering are due to vastly complex systemic issues that are outside the control of either agency and will require a coordinated statewide effort to overcome. Despite tireless advocacy efforts from CYFD and HSD it is beyond the power and scope of either agency to address widespread provider shortages, programmatic infrastructure limitations, or legislative gridlock.... The term “child welfare” does not just describe the work of CYFD’s Child Protective Services. It includes a vast network of public and private partnerships within the realms of medical and behavioral health care, the courts, education, antipoverty programs, affordable housing, substance abuse prevention and treatment, and domestic violence intervention programs—all of which should be provided through a trauma-responsive and

culturally reflective lens. CYFD and HSD remain committed to lead the charge but a shift of this magnitude cannot be successful if it rests solely on the shoulders of two state agencies.

Respectfully submitted,

JACKSON LOMAN STANFORD  
DOWNEY & STEVENS-BLOCK, P.C.

By /s/Travis G. Jackson/s/

R. Eric Loman

Travis G. Jackson

Attorneys for Defendants

201 Third Street, Suite 1500

Albuquerque, NM 87102

(505)767-0577

[eric@jacksonlomanlaw.com](mailto:eric@jacksonlomanlaw.com)

[travis@jacksonlomanlaw.com](mailto:travis@jacksonlomanlaw.com)

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing pleading was served via electronic mail and on the following counsel for Plaintiffs on the 15th day of July 2024.

### **ARBITRATOR**

Charles R. Peifer  
Peifer, Hanson, Mullins & Baker, P.A.  
20 First Plaza NE, Suite 725  
Post Office Box 25245  
Albuquerque, New Mexico 87125  
Telephone: (505) 247-4800  
[cpeifer@peiferlaw.com](mailto:cpeifer@peiferlaw.com)

Michael Hart  
Martinez, Hart, Sanchez & Romero  
1801 Rio Grande Blvd. NW, Suite A  
Albuquerque, NM 87104  
505-806-1780  
[mikeh@osolawfirm.com](mailto:mikeh@osolawfirm.com)  
Counsel for Plaintiffs

Tara Ford  
Public Counsel  
610 South Ardmore Avenue  
Los Angeles, CA 90005  
(213) 385-2977  
[tford@publiccounsel.org](mailto:tford@publiccounsel.org)  
Counsel for Plaintiffs

Christina West  
Kayla Jankowski  
Barnhouse Keegan Solimon & West, LLP  
7424 4th Street NW  
Los Ranchos De Albuquerque, NM 87107  
Office: (505) 842-6123  
[cwest@indiancountrylaw.com](mailto:cwest@indiancountrylaw.com)  
[kjankowski@indiancountrylaw.com](mailto:kjankowski@indiancountrylaw.com)  
Counsel for Plaintiffs

JACKSON LOMAN STANFORD  
DOWNEY & STEVENS-BLOCK, P.C.

By /s/Travis G. Jackson  
Travis G. Jackson