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12 SUSANVILLE INDIAN RANCHERIA

13 UNITED STATES DISTRICT COURT

14 EASTERN DISTRICT OF CALIFORNIA

15
16
17 **SUSANVILLE INDIAN RANCHERIA**

Case No.

18 Plaintiff

COMPLAINT

19 v.

20 **UNITED STATES OF AMERICA,**

21 **KATHLEEN SEBELIUS**, in her official
capacity as Secretary, U.S. Department of
22 Health & Human Services

23 **YVETTE ROUBIDEAUX**, in her official
24 capacity as Director, Indian Health Service

25 Defendants.
26
27
28

COMPLAINT

The Plaintiff, for its cause of action against the Defendants named above, alleges as follows:

INTRODUCTION AND SUMMARY

1. This is a suit against the United States for breach of contract and statute by the Indian Health Service ("IHS"), an agency in the Department of Health and Human Services ("HHS"). Plaintiff, the Susanville Indian Rancheria ("Tribe"), seeks money damages under the Contract Disputes Act, 41 U.S.C. § 7101 *et seq.* ("CDA"), based on the Secretary's repeated violations of the Tribe's contractual and statutory right to the payment of full funding of contract support costs ("CSC") for contracts entered under the Indian Self-Determination and Education Assistance Act ("ISDEAA"), Pub. L. No. 93-638, as amended, 25 U.S.C. § 450 *et seq.*

2. Defendants breached the Tribe's contract by failing to pay the full CSC owed to the Tribe under the ISDEAA and the Tribe's contract and annual funding agreements ("AFAs") for calendar years 2005-2008.

3. Defendants paid only a portion of the CSC owed under the Tribe's contracts, due to Defendants' misapplication of federal contracting and appropriations law. In the appropriations acts each year, Congress imposed "caps" on aggregate CSC spending, which Defendants believed allowed them to underfund the Tribe's contracts. This resulted in CSC "shortfalls," which the IHS calculated for each of the years from 2005 to 2008 and reported to Congress.

4. The Supreme Court found Defendants' practice unlawful, holding that the IHS is responsible for fully funding ISDEAA contracts—including all of the required CSC—without regard to congressionally instituted caps on CSC funding as a whole. *Salazar v. Ramah Navajo Chapter*, 567 U.S. ___, 132 S. Ct. 2181 (2012). As long as there are sufficient appropriations to cover an individual contract's costs—even if there is not enough to fully fund all contracts—the Government's obligation to fully pay each individual contract remains. In the Court's words, "The agency's allocation choices do not affect the Government's liability in the event of an

1 underpayment." *Ramah*, 132 S. Ct. at 2192, citing *Cherokee Nation of Okla. v. Leavitt*, 543 U.S.
2 631, 641 (2005).

3 5. The Tribe's claims are indistinguishable from those in *Ramah*. The IHS received
4 sufficient funds in each year at issue to fully pay the Tribe's CSC, although Congress limited the
5 aggregate amount of funding for all CSC at the agency. The shortfall in CSC owed to the Tribe is
6 a result of the agency's allocation choices, but the Government remains liable for payment of the
7 full amount.

8 JURISDICTION AND VENUE

9 6. This controversy arises under agreements between the United States and the Tribe
10 for operation of Indian health programs carried out pursuant to ISDEAA contracts and funding
11 agreements. This Court has subject matter jurisdiction under the Tucker Act, 28 U.S.C. § 1491(a),
12 and the Indian Tucker Act, 28 U.S.C. § 1505, as well the ISDEAA and the CDA. *See* 25 U.S.C. §
13 450m-1(a) (providing original jurisdiction to United States district courts, concurrent with the
14 Court of Federal Claims, over civil actions for money damages arising under ISDEAA contracts).

15 7. On September 16, 2011, the Tribe requested an IHS contracting officer's decision
16 on claims for underpaid CSC for the calendar years 2005 and 2006. In two letters dated March 1,
17 2012, a contracting officer denied the Tribe's claims for 2005 and 2006. Thus, the Tribe has
18 exhausted its administrative remedies for the 2005 and 2006 claims, and filed this action within
19 twelve months of receiving the decisions, as required by the CDA. 41 U.S.C. § 7104(b).

20 8. Also on September 16, 2011 the Tribe requested an IHS contracting officer's
21 decision on claims for underpaid CSC for calendar years 2007 and 2008. On September 19, 2012,
22 the Tribe also filed a supplemental claim for further unpaid CSC and expectancy damages from
23 lost third-party revenue. The Tribe has received no response from the IHS to any of these three
24 letters. The IHS has not issued a decision on these claims within a reasonable time, so they are
25 deemed denied. 41 U.S.C. § 7103(f)(5).

1 9. This court has jurisdiction to review IHS's decisions, and deemed decisions,
2 denying the Tribe's claims for FYs 2005-2008 under the CDA and Section 110 of the ISDEAA.
3 41 U.S.C. § 7104(b); 25 U.S.C. § 450m-1(a).

4 10. Venue is proper because the IHS California Area Office, which serves the Tribe
5 and other tribes in California, is located in Sacramento, California, and IHS CSC policy, as
6 applied to the Tribe, was carried out by the IHS California Area Office.

7 **PARTIES**

8 11. Plaintiff Susanville Indian Rancheria is a federally recognized Indian tribe located
9 in Susanville, California. The Tribe operates the Lassen Indian Health Center, a health facility
10 that provides health care services to tribal members and other beneficiaries pursuant to its
11 agreements with the IHS under the ISDEAA.

12 12. Defendant United States is a party to every ISDEAA agreement entered into by the
13 Tribe. *See* 25 U.S.C. § 450l(c) (Model Agreement § 1(a)(1)).

14 13. Defendant Kathleen Sebelius is the Secretary of Health and Human Services, and is
15 charged by law with the responsibility for implementing the ISDEAA, and other health laws
16 benefiting Indians, on behalf of the United States. 25 U.S.C. § 450f(a)(1); *id.* § 450b(i); 42 U.S.C.
17 § 2001. Defendant Sebelius is sued in her official capacity.

18 14. Defendant Yvette Roubideaux is the Director of the IHS, the primary agency that
19 carries out HHS's responsibility for implementing the ISDEAA, and other health laws benefiting
20 Indians, on behalf of the United States. Defendant Roubideaux is sued in her official capacity

21 **STATEMENT OF FACTS**

22 The ISDEAA

23 15. During calendar years 2005 and 2006, the Tribe provided health services to eligible
24 Indians and other eligible beneficiaries tribes pursuant to agreements entered into with the
25 Secretary of the HHS and the IHS under Title I of the ISDEAA, 25 U.S.C. § 450 et seq. In 2007
26 and 2008, the Tribe provided health care services pursuant to a Self-Governance Compact and
27 Funding Agreements authorized by Title V of the ISDEAA. *See* 25 U.S.C. § 458aaa et seq. For

1 the purposes of this action, there is no relevant difference between Title I and Title V agreements.
2 See 25 U.S.C. § 450j-1(a) (Title I provision governing funding, including for CSC); *id.* § 458aaa-
3 15(a) (Title V provision stating that "[a]ll provisions of sections . . . 450j-1(a) through (k) . . . of
4 this title . . . shall apply to compacts and funding agreements authorized by this part").

5 16. The ISDEAA authorizes the Tribe and other tribal organizations to assume
6 responsibility to provide programs, functions, services and activities ("PFSAs") that the Secretary
7 would otherwise be obligated to provide. In return, the Secretary must provide the Tribe two
8 types of funding under Section 106(a) of the ISDEAA: (1) "program" funds, the amount the
9 Secretary would have provided for the PFSAs had the IHS retained responsibility for them, *see* 25
10 U.S.C. § 450j-1(a)(1), sometimes called the "Secretarial amount" or the "106(a)(1) amount"; and
11 (2) "contract support costs," the reasonable administrative and overhead costs associated with
12 carrying out the PFSAs, *see id.* § 450j-1(a)(2) and (3).¹ See also *id.* § 450l(c), Model Agreement §
13 1(b)(4) (funding amount "shall not be less than the applicable amount determined pursuant to
14 section 106(a) of the [ISDEAA]").

15 17. There are three types of CSC: (1) start-up costs, which are one-time costs to plan,
16 prepare for and assume operation of a new or expanded PFSA, *see* 25 U.S.C. § 450j-1(a)(5) & (6);
17 (2) indirect costs ("IDC"), costs incurred for a common or joint purpose benefiting more than one
18 PFSA, such as administrative and overhead costs, *see id.* § 450j-1(a)(2); and (3) direct CSC
19 ("DCSC"), expenses directly attributable to a certain PFSA but not captured in either the IDC pool
20

21 ¹ Section 106(a)(2) of the ISDEAA mandates as follows:

22 (2) There shall be added [to the 106(a)(1) amount] contract support costs which shall
23 consist of an amount for the reasonable costs for activities which must be carried on by a tribal
24 organization as a contractor to ensure compliance with the terms of the contract and prudent
25 management, but which—

- 26 (A) normally are not carried on by the respective Secretary in his direct operation of the
27 program; or
28 (B) are provided by the Secretary in support of the contracted program from resources
other than those under contract.

25 U.S.C. § 450j-1(a)(2).

1 or the 106(a)(1) amount, such as workers compensation insurance or other expenses the Secretary
2 would not have incurred because, for example, the Government is self-insured, *see id.* § 450j-
3 1(a)(3)(A).

4 18. The ISDEAA requires that, upon approval of the contract, "the Secretary shall add
5 the full amount of funds to which the contractor is entitled [under section 106(a) of the ISDEAA],"
6 including CSC. 25 U.S.C. § 450j-1(g) (emphasis added); *see also Cherokee Nation*, 543 U.S. at
7 634 ("The [ISDEAA] specifies that the Government must pay a tribe's costs, including
8 administrative expenses."). As noted above, one component of the required CSC under section
9 106(a) is indirect cost funding, which covers administrative and overhead costs, allowing all
10 program funds to be used to provide health care PFSA's for tribal members and other beneficiaries.

11 19. For the Tribe, the "full amount" of indirect costs was (and is) determined by
12 multiplying a negotiated indirect cost rate by the amount of the direct cost base. The Tribe's
13 indirect cost rate, direct cost base, resulting indirect cost requirement, and any shortfall in funding
14 was memorialized in the CSC "shortfall reports" IHS submitted to Congress each year in
15 accordance with the ISDEAA, as discussed further below. *See* 25 U.S.C. § 450j-1(c).

16 The CSC Shortfalls and the *Ramah* Case

17 20. Despite the ISDEAA's requirements that the Secretary shall pay the full amount of
18 CSC, the IHS has not done so. Since at least fiscal year 1993, IHS has underpaid the vast majority
19 of ISDEAA contractors, as documented in the agency's annual CSC "shortfall reports" to
20 Congress. IHS prepares the shortfall reports in compliance with ISDEAA section 106(c), which
21 requires that the agency submit to Congress an annual report on the implementation of the
22 ISDEAA, including:

23 (1) an accounting of the total amounts of funds provided for each program
24 and the budget activity for direct program costs and contract support costs of tribal
organizations under self-determination;

25 (2) an accounting of any deficiency in funds needed to provide required
26 contract support costs to all contractors for the fiscal year for which the report is
being submitted

1 25 U.S.C. § 450j-1(c). Each IHS Area Office, including the California Area, prepares a shortfall
2 report that shows how much each tribe and tribal organization in the Area was paid in CSC for the
3 fiscal year, how much IHS would have paid had Congress appropriated sufficient CSC funding to
4 pay every ISDEAA contractor in full, and the resulting shortfall, if any. The reports reflect the
5 data in the contracts, funding agreements, and indirect cost rate agreements of tribal contractors.

6 21. Though the form of the shortfall reports has varied somewhat over the years, the
7 essential information in the reports used to calculate the shortfalls has remained the same: the total
8 CSC requirement minus the actual CSC paid by the IHS equals the CSC shortfall, which is
9 reported to Congress.

10 22. Prior to fiscal year 1998, Congress imposed no statutory restriction on availability
11 of CSC, but IHS limited its payment to the amounts recommended in congressional committee
12 reports. In 2005, the U.S. Supreme Court held this practice unlawful, ruling that the
13 appropriations available to pay tribes the full CSC due under section 106(a) and their contracts
14 included the IHS's entire unrestricted lump-sum appropriation. *Cherokee Nation*, 543 U.S. at 642-
15 43 (2005). The Court held that IHS should have reprogrammed funds to pay the Cherokee the full
16 CSC due under its contracts.

17 23. Despite the *Cherokee* ruling, Defendants continued their practice of paying less
18 than full CSC to ISDEAA contractors. Defendants justified the systematic underpayment of CSC
19 by pointing to the CSC spending "caps" Congress has placed in the appropriations acts each year
20 beginning in fiscal year 1998. *See, e.g.*, Omnibus Consolidated and Emergency Supplemental
21 Appropriations Act, 1999, Pub. L. No. 105-277, 112 Stat. 2681, 2681-279 (1998) ("not to exceed
22 \$203,781,000 shall be for payments to tribes and tribal organizations for contract or grant support
23 costs associated with [ISDEAA] contracts").

24 24. In 2012, the U.S. Supreme Court considered the Government's responsibility to
25 fully fund CSC after Congress placed a cap on the amount of funding available for CSC. Echoing
26 its reasoning in *Cherokee*, the Court held that—even if Congress appropriates insufficient funds to
27 cover the aggregate amount due to every contractor, but enough to pay any individual contractor's

1 CSC—the government is obligated to pay each contractor's CSC in full. *Ramah*, 132 S. Ct. at
2 2186.²

3 25. The Court explicitly rejected arguments that the Government is not liable for full
4 CSC because Congress did not appropriate sufficient funding for all CSC, and that the ISDEAA
5 states that the Secretary "is not required to reduce funding for programs, projects, or activities
6 serving a tribe to make funds available to another tribe." *Ramah*, 132 S. Ct. at 2192, quoting 25
7 U.S.C. § 450j-1(b). The Court found this idea was "inconsistent with ordinary principles of
8 Government contracting law," and that the "agency's allocation choices do not affect the
9 Government's liability in the event of an underpayment." *Id.*³

10 26. The Tribe was one of the tribal contractors underpaid in 2005-2008 as a result of
11 IHS's allocation choices. According to the agency's own CSC shortfall reports, the Tribe suffered
12 significant CSC underpayments in 2005, 2006, 2007, 2008. The shortfalls documented in the
13 reports for those years are summarized in the following table:

14 **Table 1: Shortfall Summary**

Year	Total Requirement (\$)	Total Paid (\$)	Shortfall (\$)
2005	550,050	440,233	109,817
2006	721,072	496,948	224,124
2007	744,952	498,040	246,912
2008	769,447	499,756	269,692
TOTAL			850,545

21 ² "Once Congress has appropriated sufficient legally unrestricted funds to pay the contracts at issue,
22 the Government normally cannot back out of a promise to pay on grounds of 'insufficient appropriations,'
23 even if the contract uses language such as 'subject to the availability of appropriations,' and even if an
agency's total lump-sum appropriations is insufficient to pay *all* the contracts the agency has made."
Ramah, 132 S. Ct. at 2190 (internal quotations omitted) (emphasis in the original).

24 ³ The *Ramah* decision concerned CSC from the Bureau of Indian Affairs, but after that decision,
25 the Court vacated a Federal Circuit case involving the IHS that had reached a contrary conclusion. On
26 remand, the Federal Circuit followed *Ramah*, noting the IHS appropriations were limited by identical
27 language as the BIA appropriations in *Ramah*, and held the Secretary was obligated to pay all of the tribal
contractor's CSC. *Arctic Slope Native Ass'n, Ltd. v. Sebelius*, 2012 WL 3599217, No. 2010-1013 (Fed. Cir.
28 Aug 22, 2012) *on remand from Arctic Slope Native Ass'n, Ltd. v. Sebelius*, 133 S. Ct. 22 (2012), *vacating*
629 F.3d 1296 (Fed. Cir. 2010).

1 27. The Tribe presented claims based on the breaches of contract described above in
2 letters to the IHS dated September 16, 2011. The IHS denied the claims for 2005 and 2006 in
3 letters dated March 1, 2012. The IHS has failed to issue a decision on the claims for 2007 and
4 2008, so they are deemed denied. *See* 41 U.S.C. § 7103(f)(5).

5 Indirect Costs on Unpaid Direct CSC

6 28. The IHS CSC shortfall reports discussed above break out the shortfalls into
7 underpayments of direct CSC and, in a separate column, indirect CSC. As discussed above, direct
8 CSC is comprised of expenses directly attributable to a certain program or activity but not
9 captured in either the indirect cost pool or the program amount due under section 106(a)(1).⁴
10 Direct CSC is part of the direct cost base, and thus generates indirect cost funding through
11 application of the "rate-times-base" method described in paragraph 19 above. *See* IHS, INDIAN
12 HEALTH MANUAL § 6-3.4.E (2007) ("The DCSC, along with other Section 106(a)(1) funds, will be
13 considered part of the recurring base of the award.").

14 29. Underpayments of direct CSC, therefore, lower the Tribe's indirect cost funding as
15 well. The IHS shortfall reports, however, do not capture this additional indirect cost shortfall,
16 because the agency added to the direct cost base column only the amount of direct CSC paid, not
17 the amount from the "DCSC Negotiated" column.

18 30. The damages caused by the breaches of contract described above therefore include
19 indirect costs on unpaid direct CSC. This amount can be determined each year by multiplying the
20 negotiated indirect cost rate by the direct CSC shortfall memorialized in that year's CSC shortfall
21 report.
22
23
24
25

26 ⁴ *See* 25 U.S.C. § 450j-1(a)(3)(A).
27
28

1 Expectancy Damages: Lost Third-Party Revenues

2 31. The damages caused by the breaches of contract described above include lost third-
3 party revenues. The Tribe generates significant revenue from billing Medicaid, Medicare, and
4 private insurance for health care services provided with IHS funding under the Tribe's ISDEAA
5 agreements.

6 32. As a result of IHS's underfunding of CSC in each year, the Tribe was forced to
7 divert program funds to cover fixed administrative and overhead expenses, reducing the amounts
8 available to provide health care services, some of which could have been billed to third parties.

9 33. The Tribe's third-party collection rate for each year can be determined by dividing
10 the amounts collected—which can be determined from the annual audit—by the total IHS program
11 funding for that year. For example, in FY 2006, for every dollar of IHS funding spent, the Tribe
12 recovered 61 cents in third-party billings—revenue used to provide further health care services to
13 members of the Tribe and other eligible beneficiaries. The amount of lost third-party revenues for
14 each year can be estimated by multiplying that year's collection rate by the CSC shortfall.

15 34. Diversion of program money, and the resulting loss of third-party revenue, was a
16 foreseeable consequence of the CSC underpayments. IHS has long known that CSC shortfalls
17 force tribes to divert program funds.⁵

18 **CAUSE OF ACTION – Breach of Contract**

19 35. All prior allegations are adopted by reference.

20 36. The Tribe's contracts incorporate the statutory duty to fully fund CSC. 25 U.S.C.
21 § 450j-1(a) & (g); *see also, e.g.*, Contract, art. V § 5(G); 2007 AFA § 5. This duty was affirmed
22 by the Supreme Court in *Ramah*, which other courts have followed. Despite this statutory and
23 contractual duty, during the years in question, the IHS failed to provide the full funding due under
24 the Contract.

25
26 ⁵ *See, e.g.*, U.S. GOV'T ACCOUNTABILITY OFFICE, GAO-99-150, INDIAN SELF-DETERMINATION
27 ACT: SHORTFALLS IN INDIAN CONTRACT SUPPORT COSTS NEED TO BE ADDRESSED 40-41 (1999)
(describing use of medical program resources to cover CSC shortfalls).

1 37. Instead, the IHS paid significantly less than its full CSC requirement in fiscal years
2 2005-2008, as acknowledged in IHS's own shortfall reports. In doing so, the IHS violated the
3 ISDEAA's requirement of full payment from available appropriations without regard to total
4 appropriations or any congressionally imposed aggregate caps, as affirmed by the Supreme Court
5 in *Ramah*, and breached its agreements with the Tribe, which incorporate the full-funding
6 requirement of section 106(a).

7 Claim 1: 2005

8 38. As indicated in the IHS's own shortfall report, the Tribe's indirect CSC requirement
9 for 2005 was \$550,050, yet the IHS paid only \$440,233. Therefore, the Tribe asserts a claim
10 under the ISDEAA and the Contract in the amount of **\$109,817**, plus indirect costs on unpaid
11 direct CSC, plus expectancy and other damages in an amount to be established by the evidence.

12 Claim 2: 2006

13 39. As indicated in the IHS's own shortfall report, the Tribe's indirect CSC requirement
14 for 2006 was \$721,072, yet the IHS paid only \$496,948. Therefore, the Tribe asserts a claim
15 under the ISDEAA and the Contract in the amount of **\$224,124**, plus indirect costs on unpaid
16 direct CSC, plus expectancy and other damages in an amount to be established by the evidence.

17 Claim 3: 2007

18 40. As indicated in the IHS's own shortfall report, the Tribe's CSC requirement for
19 2007 was \$744,942, yet the IHS paid only \$498,040. Therefore, the Tribe asserts a claim under
20 the ISDEAA and the Contract in the amount of **\$246,912**, plus indirect costs on unpaid direct
21 CSC, plus expectancy and other damages in an amount to be established by the evidence.

22 Claim 4: 2008

23 41. As indicated in the IHS's own shortfall report, the Tribe's CSC requirement for
24 2008 was \$769,447, yet the IHS paid only \$499,756. Therefore, the Tribe asserts a claim under
25 the ISDEAA and the Contract in the amount of **\$269,692**, plus indirect costs on unpaid direct
26 CSC, plus expectancy and other damages in an amount to be established by the evidence.

PRAYER FOR RELIEF

- 1
- 2 42. The Tribe therefore requests that this Court:
- 3 A. Award the Tribe **\$850,545** in damages for unpaid CSC, as detailed in the
- 4 IHS CSC shortfall reports, Table 1, and paragraphs 38-41 above;
- 5 B. Award damages for indirect costs on unpaid direct CSC in each year in an
- 6 amount to be determined by the proof;
- 7 C. Award expectancy damages for lost third-party revenues resulting from the
- 8 CSC underpayments, in an amount to be determined by the proof;
- 9 D. Award such other damages as may be proven in this action;
- 10 E. Order the payment of interest on these claims pursuant to the CDA, 41
- 11 U.S.C. § 7109, and the Prompt Payment Act, Chapter 39 of Title 31, United
- 12 States Code;
- 13 F. Award the Tribe its attorney fees and expenses pursuant to the Equal
- 14 Access to Justice Act, 28 U.S.C. § 2412 and 25 U.S.C. § 450m-1(c) and
- 15 other applicable law; and
- 16 G. Grant the Tribe such other and further relief as the Court deems appropriate.

17

18 Respectfully Submitted,

19 Dated: March 1, 2013

20 HOBBS, STRAUS, DEAN & WALKER LLP

21

22 By



ADAMP. BAILEY
GEOFFREY D. STROMMER
STEPHEN D. OSBORNE

23

24

25 Attorneys For Plaintiff
SUSANVILLE INDIAN RANCHERIA

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Susanville Indian Rancheria

(b) County of Residence of First Listed Plaintiff Lassen (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Adam P. Bailey; Hobbs, Straus, Dean, & Walker, LLP 1903 21st St., 3rd Floor; Sacramento, CA 95811 Phone: (916) 442-9444

DEFENDANTS

U.S. Dep't of Health and Human Services, Kathleen Sebelius, Secretary; Indian Health Service, Yvette Roubideaux, Director; United States of America

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 41 U.S.C. 7101 et seq. - Contract Disputes Act

Brief description of cause: Breach of contract - underpayment by HHS of contract support costs

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 850,545.00 CHECK YES only if demanded in complaint. JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 03/01/2013 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT

for the

Eastern District of California [dropdown icon]

Susanville Indian Rancheria

Plaintiff(s)

v.

Kathleen Sebelius, Yvette Roubideaux, and the United States of America

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) The Honorable Benjamin B. Wagner
United States Attorney for the Eastern District of California
501 "I" Street, Suite 10-100
Sacramento, CA 95814

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Adam P. Bailey
Hobbs, Straus, Dean & Walker, LLP
1903 21st St., 3rd Floor
Sacramento, CA 95811
Phone: (916) 442-9444

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of California [dropdown icon]

Susanville Indian Rancheria

Plaintiff(s)

v.

Kathleen Sebelius, Yvette Roubideaux, and the United States of America

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) The Honorable Eric H. Holder, Jr. Attorney General of the United States Department of Justice 950 Pennsylvania Avenue, NW Washington, D.C. 20530-0001

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Adam P. Bailey Hobbs, Straus, Dean & Walker, LLP 1903 21st St., 3rd Floor Sacramento, CA 95811 Phone: (916) 442-9444

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of California [dropdown icon]

Susanville Indian Rancheria

Plaintiff(s)

v.

Kathleen Sebelius, Yvette Roubideaux, and the United States of America

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) William B. Schultz, General Counsel
Department of Health and Human Services
200 Independence Ave., SW Room 713-F
Washington, DC 20201

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Adam P. Bailey
Hobbs, Straus, Dean & Walker, LLP
1903 21st St., 3rd Floor
Sacramento, CA 95811
Phone: (916) 442-9444

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

Eastern District of California [dropdown icon]

Susanville Indian Rancheria

Plaintiff(s)

v.

Kathleen Sebelius, Yvette Roubideaux, and the United States of America

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Dr. Yvette Roubideaux, Director, Indian Health Service, 801 Thompson Ave. Suite 400, Rockville, MD 20852-1627

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Adam P. Bailey, Hobbs, Straus, Dean & Walker, LLP, 1903 21st St., 3rd Floor, Sacramento, CA 95811, Phone: (916) 442-9444

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
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Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: