

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
EDUCATIONAL TESTING SERVICE
UNDER THE AMERICANS WITH DISABILITIES ACT
DOJ No. 100061054/USAO No. 2018V00723

This Agreement is entered into by and between the United States of America, acting through the Office of United States Attorney for the District of New Jersey (the “United States”), and Educational Testing Service (“ETS”).

BACKGROUND AND APPLICABLE LAW

1. ETS is a private, non-profit organization. Its offices and principal place of business are located in Mercer County, New Jersey.

2. ETS develops, administers, and/or scores various testing instruments including, but not limited to, (1) the GRE General Test (“GRE”), a standardized admissions test for graduate and professional education programs; and (2) the Praxis Tests (“Praxis”), a series of standardized instruments used for teacher licensing and certification.

3. The United States opened an investigation of ETS pursuant to Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. part 36.

4. ETS is subject to Title III, including 42 U.S.C. § 12189 and the implementing regulations, which apply to private entities that administer examinations “related to applications, licensing, certification, or credentialing for secondary or postsecondary education, professional, or trade purposes.” *See* 28 C.F.R. § 36.309.

5. Ensuring that private entities offering such examinations do not discriminate on the basis of disability is an issue of general public importance. Title III of the ADA authorizes the United States to investigate alleged violations, to use alternative dispute resolution when appropriate, including settlement negotiations to resolve disputes, and, if necessary, to bring a civil action in federal court in any case that raises issues of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. § 36.502, 503, 506.

6. As a private entity that offers examinations related to applications, licensing, certification, or credentialing for secondary or postsecondary education, professional, or trade purposes, ETS is subject to 28 C.F.R. § 363.09(b)(1)(iv)-(vi) concerning requests for documentation related to testing accommodations¹ for individuals with disabilities. Among other things, to avoid discrimination on the basis of disability, ETS must:

- a. limit its requests for documentation regarding testing accommodations for individuals with disabilities to requests that are “reasonable and limited to the need for the modification, accommodation, or auxiliary aid or service requested”;
- b. give “considerable weight to documentation of past modifications, accommodations, or auxiliary aids or services received in similar testing situations, as well as such modifications, accommodations, or related aids and services provided in response to an Individualized Education Program (IEP) provided under the Individuals with Disabilities Education Act or a plan describing services provided pursuant to section 504 of the Rehabilitation Act of 1973”; and
- c. respond “in a timely manner to requests for modifications, accommodations, or aids to ensure equal opportunity for individuals with disabilities.”

7. Between October 2017 and April 2020, the United States received multiple complaints alleging that ETS violated the ADA with respect to its testing accommodations process and procedures.

8. While the complaints varied by the particular circumstances, they all involved candidates with disabilities who stated that they were denied testing accommodations on the GRE and Praxis examinations, and/or that ETS delayed providing a final response to a request for a particular testing accommodation, thus preventing the testing candidate from taking the relevant ETS-administered examination with the needed testing accommodation. Furthermore, Complainants alleged unnecessary delays or confusing requirements to obtain and utilize needed testing accommodations.

9. In the course of its investigation, the United States determined the following:

- a. Complainant A.T. received a learning disability diagnosis from a qualified professional as a teenager, and consistently received

¹ Testing accommodations include required modifications, appropriate auxiliary aids and services and other alternative accessible arrangements for individuals with disabilities.

testing accommodations during high school and through college and graduate school, including extended time for examinations, extra breaks, and a quiet room for test taking. A.T. received those and similar testing accommodations on standardized examinations. A.T. provided documentation of this history of accommodations to ETS, but ETS repeatedly requested that A.T. submit additional documentation establishing that A.T.'s disability was currently causing functional limitations that warranted the requested accommodations by providing documentation within five years of the date of request, which would be costly for A.T. When A.T. advocated for ETS to follow current federal guidance regarding testing accommodations, ETS's former Director of the Office of Disability Policy responded, "I question the diagnosis of a learning disability, given the scores from the WISC-III and the WIAT-II when you were a teenager. There is no question that you were functioning in the gifted range (FS IQ 137), but you performed below expectations on only one single subtest of the WISC-III at that time, with little to no impact on your academic achievement skills." This ETS professional had never met or evaluated A.T. ETS declined to provide A.T. with any testing accommodations.

- b. Complainant K.C. was diagnosed with an anxiety disorder and attention deficit hyperactivity disorder ("ADHD") by a qualified professional in high school, and received testing accommodations during high school and throughout college, which included responding on paper copies of examinations and extended time for examinations. K.C. received those and similar testing accommodations on standardized examinations, and had her diagnoses reaffirmed by a psychiatrist in 2016. K.C. sought testing accommodations of additional time, a low-distraction environment, and a paper test to take the GRE, but ETS declined to provide such accommodations to K.C., unless K.C. provided an updated evaluation, which is costly.
- c. Complainant G.Y. received a childhood diagnosis of anxiety and later underwent evaluation by a qualified professional who found learning disabilities related to reading and processing speed. G.Y.'s public school system granted accommodations, including use of a human or screen reader, extra time, and a low-distraction environment. G.Y. had previously received testing accommodations on standardized tests consisting of small group testing, computer access for essay or short answer responses, pre-recorded audio, and extended testing time. G.Y. requested accommodations for the PRAXIS exam of 50%

additional time, pre-recorded audio or reader, and a small quiet testing space. ETS repeatedly requested that G.Y. submit an updated evaluation supported by recent testing and observation, which is costly. ETS later granted accommodations of 50% additional time and extended breaks, but continued to decline G.Y.'s the other requests absent additional documentation.

- d. Complainant K.R. was diagnosed by a qualified professional at age 25 with an anxiety disorder and obsessive-compulsive disorder, with the further notation that the disorders had affected K.R. since childhood and were chronic, lifelong conditions. K.R. sought three accommodations for her PRAXIS exam, (1) 50% additional time; (2) a paper-based test; and (3) a separate testing room. K.R. provided ETS with a letter from the qualified professional and a personal statement. ETS repeatedly responded that K.R.'s documentation was insufficient. After repeated efforts by K.R. and the diagnosing professional over many months, including a decision to drop all accommodations requests except for the additional time, K.R. received a one-time allowance of 50% additional time.
- e. Complainant D.D. was diagnosed as an adult by a qualified professional with ADHD and major depressive disorder. On advice from the diagnosing professional, D.D. sought accommodations of (1) 50% additional time; (2) extra breaks; (3) a paper-based test; and (4) a calculator, when taking the PRAXIS exam for teacher credentialing. ETS repeatedly requested additional documentation of D.D.'s disabilities and need for accommodations, which was expensive and burdensome for D.D. to obtain. Although D.D. sent detailed letters from a qualified professional and personal statements explaining D.D.'s personal history, D.D. eventually dropped all accommodations requests except for additional time.
- f. Complainant R.P. had well-documented vision-based disabilities and requested accommodations on the GRE exam of 50% additional time and a large print test book in paper format. ETS granted these accommodations, but the process of scheduling R.P.'s exam took months.
- g. Complainant A.J. was diagnosed by a qualified professional with ADHD and an anxiety disorder. A.J. first received accommodations from her public school system at age 14, with a renewed assessment by that system in A.J.'s junior year in high school. A.J. received a variety of accommodations, including 50%

additional time and a quiet setting for learning and tests. In 2019, a qualified professional affirmed the ADHD diagnosis. A.J. sought accommodation on the PRAXIS exam of 50% additional time. ETS responded that A.J. must provide additional support for her requested accommodations, including “documentation from a qualified evaluator” of the ADHD diagnosis, a costly requirement. A.J. submitted a complaint to the Department of Justice, which A.J. then provided to ETS. ETS granted A.J. a “one-time” accommodation of 50% extended testing time and extra testing breaks.

- h. Complainant B.C. is visually impaired and sought to take the GRE examination at home due to the COVID-19 pandemic. B.C. requested several accommodations, including the use of a personal magnifying device. He was told by ETS’s Disability Services Office that this accommodation was unavailable at home but that he could use magnification software. The magnification software did not work on the complainant’s home computer, and he was unable to take the GRE examination.
- i. Complainant A.C. was diagnosed with ADHD by a qualified professional and requested an accommodation of time-and-a-half, as well as additional breaks of up to thirty minutes on the GRE. ETS granted the requested accommodations for an in-person examination date. In March 2020, after the COVID-19 pandemic began, A.C. was told that at-home testing was only available to test-takers who did not need accommodations. Approximately one month after ETS made at-home testing available to those in need of certain accommodations, A.C. was able to schedule an examination with the previously granted accommodations. During Complainant A.C.’s at-home examination, ETS’s third-party online proctor service appeared unaware of the previously granted accommodations and closed A.C.’s examination when he attempted to take an approved break. A.C. ultimately spent several hours with technical support seeking permission to return to his examination. When he was able to return, he did not use any of his approved additional breaks for fear of having his examination closed a second time. In light of the disruptions to his examination, A.C. sought to retake the GRE before the normal 21-day waiting period. ETS did not grant him permission to do so.

10. As a result of its investigation, the United States has determined the following:

- a. ETS failed to limit its testing accommodations documentation requests for the Complainants, who are individuals with disabilities, to such information that is reasonable and tailored to the request for accommodations. Specifically,
 - i. ETS failed to give considerable weight to the determinations of qualified professionals, who had made individualized assessments of individual with disabilities that supported those Complainants' requested testing accommodation²;
 - ii. ETS failed to give considerable weight to past use of such testing accommodations for other similar high-stakes examinations for certain Complainants; and
 - iii. ETS failed to give considerable weight to the history of testing accommodations that certain Complainants were provided in the context of an Individualized Education Program (IEP) or Section 504 Plan (504 Plan).
- b. ETS failed to ensure that its process for considering testing accommodations for Complainants, who are individuals with disabilities, was conducted in a timely manner. Specifically,
 - i. ETS managed requests for testing accommodations in a timeframe and in a manner that resulted in certain delays in Complainants' scheduling test sittings where they could access some or all of their requested testing accommodations.
 - ii. ETS required additional levels of documentation, adding significant expense and time to the process for Complainants.
 - iii. ETS's testing administrator, ProctorU, failed in specific cases to provide ETS-approved, remotely administered testing accommodations for certain Complainants who chose to test remotely.
- c. As a result of ETS's policies and procedures, as applied or misapplied in these cases, ETS denied or constructively denied

² Including, for example, declining to consider such qualified professional diagnoses and reports solely on the basis of "recency."

Complainants' requests for accommodations in a manner that was not aligned with ETS's statutory and regulatory obligations.

11. ETS denies the Complainants' allegations and denies that it violated the ADA. Nonetheless, the United States and ETS have voluntarily entered into this Agreement in order to address and resolve the investigation. The United States and ETS agree that it is in the best interests of each, and the United States concludes that it is in the public interest, to resolve this matter on the mutually agreeable terms set forth below.

12. The Complainants are aggrieved persons pursuant to 42 U.S.C. § 12188(b)(2)(B).

ACTIONS TO BE TAKEN BY ETS

13. ETS will comply with the requirements of the ADA, 42 U.S.C. § 12189, and its implementing regulations, 28 C.F.R. § 36.309, including but not limited to the following requirements:

- a. ETS agrees that when it administers examinations related to applications, licensing, certification, or credentialing for secondary or postsecondary educational, professional, or trade purposes, to an individual with disability, it will ensure that the examination results will "accurately reflect the individual's aptitude or achievement level . . . rather than reflecting the individual's impaired sensory, manual, or speaking skills," 28 C.F.R. § 36.309(b)(1)(i); and
- b. ETS will ensure that any request for documentation of a need for a testing accommodation, including a required modification, accommodation, or auxiliary aid or service, will be "reasonable and limited to the need for the modification, accommodation, or auxiliary aid or service requested," *id.* at 36.309(b)(1)(iv); and
- c. ETS will respond in a timely manner to requests for modifications, accommodations, or aids to ensure equal opportunity for individuals with disabilities. *Id.* at 36.309(b)(1)(vi).

14. When evaluating requests for testing accommodations for individuals with disabilities, ETS will give considerable weight to the recommendations of qualified professionals who have personally observed an applicant in a clinical setting and have determined, in their clinical judgment and in accordance with generally accepted diagnostic criteria, that the individual is a person with a disability and that the testing accommodations recommended will enable the

candidate to demonstrate his or her actual ability and achievement level on the examination.

15. For those candidates on any standardized examination offered in the United States related to applications for post-secondary admission whose documentation establishes that they previously were approved to receive testing accommodations on any standardized examination offered in the United States related to applications for post-secondary admission (including, but not limited to, the SAT, ACT, GMAT, LSAT, and MCAT), and with respect to the testing accommodations for which they were previously approved, ETS shall require no more documentation than proof of the previous approval for such testing accommodations, and certification by the candidate through a checkmark box on the candidate form that the candidate has an ongoing need for the same testing accommodations. For all other instances, ETS will give “considerable weight” to an individual’s past history of testing accommodations on high stakes examinations in considering requests for testing accommodations by individuals with disabilities. 28 C.F.R. § 36.309(b)(1)(v).

16. ETS will give considerable weight to those testing accommodations provided in response to an IEP or 504 Plan.

17. ETS will not decline to consider, or otherwise fail to give considerable weight to, documentation that meets the above criteria set out in paragraphs 14-16 solely based on the “recency” of the documentation. Unless (a) an individual with a disability’s underlying diagnosis has changed; (b) the accommodations request lacks any evidence to support a finding of disability and/or functional limitation; or (c) objective evidence in the accommodations request demonstrates a clear evaluator error, ETS generally should not require additional documentation to verify the existence of a disability. If, after considering all provided documentation, ETS determines that additional documentation nonetheless is needed to support the specific request for a testing accommodation, ETS may request additional specific documentation with an explanation of the rationale for the request.

18. If ETS requests additional documentation to support the functional limitations as a result of a disability, as set out in the limited circumstance in paragraph 17, its analysis shall be consistent with the broad protections guaranteed by the ADA’s coverage of disability, e.g., that the threshold issue for whether an impairment substantially limits a major life activity should not require extensive analysis. 28 C.F.R. § 36.105. Under the ADA, physical or mental impairments, include, but are not limited to, emotional and mental illness, dyslexia, other specific learning disabilities, and Attention Deficit Hyperactivity Disorder. Additionally, ETS shall not consider the ameliorative effects of mitigating measures, as defined in the ADA, when determining substantial limitation.

19. In making additional requests for documentation regarding testing accommodations from a candidate with disabilities, ETS shall consider representations by the applicant concerning the financial and other resources available to the applicant and the availability of diagnostic assessments to the applicant. Similarly:

- a. ETS shall consider all facts and explanations offered by the candidate regarding his or her history or the need for the requested testing accommodations, including factors such as late-in-life diagnosis of disability, recent onset of a disability, progression of a disability, lack of resources, or having a non-traditional educational background; and
- b. ETS shall not reject or deny a candidate's application for a particular testing accommodation (including a request for a different or additional testing accommodation than previously received) solely because the candidate has no formal history of receiving that testing accommodation; and
- c. ETS shall update its test taker communications to include additional information specifying where test takers may (i) seek additional information regarding obtaining documentation irrespective of ability to pay; and (ii) find resources available for test takers with financial constraints.

20. ETS shall develop revised policies, practices, and procedures to implement the requirements set out in paragraphs 14-19 above for review and approval by the United States. Such policies, practices, and procedures will be submitted within 180 days of the effective date of this Agreement to the United States, whose approval will not be unreasonably withheld.

21. To ensure that requests for testing accommodations for individuals with disabilities are responded to within a timely manner, consistent with its existing practice, ETS agrees to implement, for review and approval by the United States, a new policy or revisions to its policies to (a) ensure that test takers do not experience unreasonable delays in receiving decisions from ETS on requests for accommodation, and (b) make clear to test takers that they may seek further review of denials of accommodations requests. This policy will include standard timelines to implement the provisions of this paragraph.

22. To ensure effective management of testing accommodations requests for individuals with disabilities, ETS agrees to deliver training that includes the following parameters:

- a. Within 180 days of the effective date of this Agreement, ETS will submit for approval by the United States, not to be

unreasonably withheld, a proposed ADA training course for ETS management and employees involved in handling, managing, and implementing requests for accommodations on the GRE and Praxis.

- b. Such training will address the requirements of Title III of the ADA including the requirements of 42 U.S.C. § 12189 and 28 C.F.R. § 36.309. Such training will also address the terms and obligations of this Agreement.
- c. Such training will be conducted by a trainer or trainers with substantive legal knowledge of the ADA. ETS will submit the trainer's name(s) to the United States for approval, not to be unreasonably withheld, prior to the commencement of the ADA training.
- d. For each session of such training conducted under this Agreement, ETS will maintain attendance logs that include the date of the training and the names and titles of participants/attendees. ETS will provide the United States with the attendance records for such trainings as part of the reporting requirements for ETS set forth below.
- e. For any person who otherwise would qualify to attend such training, but who is hired by ETS within the first year after the final training session conducted under this Agreement, ETS shall ensure that such person receives the training, whether by video or an additional live session of such training.
- f. ETS will require any online proctor service that administers any ETS examination to train all online proctors on granted testing accommodations for at-home test takers and how to administer each available testing accommodation in the at-home testing environment. ETS will also provide any online proctor service that administers any ETS test with access to the training course and associated materials referenced in paragraph 22.a.

23. Where ETS has granted, or would typically grant, a testing accommodation for an individual with a disability that is available during an in-person examination at a testing location, it will provide the same testing accommodation for an at-home examination, unless ETS can demonstrate that doing so fundamentally alters the measurement of the skills or knowledge the examination is intended to test or would result in an undue burden, 28 C.F.R. § 36.309(b)(3).

24. ETS will promptly respond to all requests for at-home accommodations and communicate all approved accommodations for at-home test takers to the online proctor service administering the examination. ETS will identify a designated point of contact at ETS, or at the online proctor service that ETS has selected, so that test takers may contact such individual before or during the testing session (directly or indirectly) to address any difficulties that may arise with the approved accommodation. ETS will provide at-home test takers with disabilities who have been granted testing accommodations with information about how to reach this point of contact before or during the scheduled date (directly or indirectly). The designated point of contact will have access to information regarding all granted testing accommodations for a given examination date and will be able to communicate with individual online proctors to ensure that approved accommodations are provided.

TESTING ACCOMMODATIONS FOR COMPLAINANTS

25. Within fifteen (15) days of the Effective Date of this Agreement, ETS will notify the Complainants that it will grant all of the accommodations originally requested by the Complainants if any such Complainant shall request them on a future GRE or Praxis examination. For example, to the extent that a particular Complainant applied originally for three distinct accommodations, and later reduced the request to a single accommodation, said Complainant shall be entitled to the three accommodations originally requested. Any such Complainant will be subject to all standard requirements for registering for the GRE or Praxis examination.

26. Apart from the provision of testing accommodations as set forth herein, any administration of the GRE or Praxis to a Complainant will be under the same conditions as those afforded other GRE or Praxis examinees.

MONETARY RELIEF

27. Within fifteen (15) days of receiving each individual's signed copy of the attached release, ETS shall pay the following to the Complainants:

- a. Complainant A.T.: ten thousand dollars (\$10,000);
- b. Complainants K.C. and G.Y.: five thousand dollars (\$5,000);
- c. All remaining Complainants discussed herein: two thousand five hundred dollars (\$2,500) each.

28. ETS will provide written notification to counsel for the United States, including a copy of the check, when it has completed all of the actions described in this section.

REPORTING REQUIREMENTS

29. For the duration of this Agreement, ETS agrees to preserve all records related to this Agreement. ETS also agrees that upon twenty (20) business days' written notice, representatives of the United States are permitted to inspect and copy any of ETS's records related to this matter or bearing on compliance with this Agreement.

30. Starting on the first day of the month following sixty days from the effective date of this Agreement, every six (6) months until the conclusion of the three-year reporting period, ETS will submit an update, in written form, providing information and describing progress in ensuring testing accommodations as described in this Agreement including, but not limited to:

- a. All training discussed in "Actions To Be Taken" above;
- b. Data on requests for accommodation lodged by test takers during the period including, but not limited to, (i) the number of applicants seeking testing accommodations (and of those, how many sought at-home testing accommodations); (ii) the total number of separate testing accommodations requested by those applicants; (iii) the number of such separate testing accommodations requests granted in whole by ETS; (iv) the number of such separate testing accommodations requests denied by ETS; (v) the number of applicants whose testing accommodations requests were denied or deferred pending submission of more recent professional evaluations; (vi) the number of such separate testing accommodations requests withdrawn by the applicant; (vii) the number of applicants whose testing accommodations requests remain in pending status awaiting additional documentation for consideration of requests at the end of the reporting period; and (viii) the number of applicants whose testing accommodations requests from prior reporting periods remain in pending status awaiting additional documentation for consideration of requests;
- c. For each request that was denied or deferred pending submission of more recent professional evaluations, list the candidate number for the applicant, the requested testing accommodation, whether the request was for an at-home accommodation, and any other reason(s) for the denial or deferral of decision;
- d. Any written complaints and requests for reconsideration or investigation following the standard application and appeal

process that are lodged with ETS by applicants for testing accommodations, whether or not resolved by ETS; and

- e. All policy changes with respect to handling, management, and implementation of requests for testing accommodation, including the reasons for the policy change and the process for making the decision to change the policy.

ENFORCEMENT AND MISCELLANEOUS PROVISIONS

31. **Effective date:** The Effective Date of this Agreement is the date of the last signature affixed below. All time periods specified in this Agreement will run from that Effective Date unless otherwise specified.

32. **Term:** The duration of this Agreement is three (3) years from the Effective Date.

33. **Consideration:** In consideration for this Agreement, the United States will not institute a civil action at this time alleging a violation of the ADA related to the facts in the “Background” section, *supra*, except as provided below. The parties to this Agreement agree and acknowledge that this consideration is adequate and sufficient.

34. **Enforcement:** The United States may review compliance with this Agreement at any time. ETS will cooperate fully with the United States’ efforts to monitor compliance with this Agreement, including, but not limited to, providing the United States with reasonably requested information. If the United States believes that ETS has failed to comply with any requirement of this Agreement or that any requirement has been violated, the United States will notify ETS in writing and the parties will attempt to resolve the issue in good faith. If the parties are unable to reach a satisfactory conclusion within thirty (30) days of the date the United States notified ETS, the United States may file a civil action in federal district court to enforce the terms of this Agreement, and take any other action to enforce Title III of the ADA.

35. **Non-Waiver:** Failure by the United States to enforce any provision of this Agreement will not be construed as a waiver of its right to enforce any provision of this Agreement.

36. **Modifications:** Any modification of this Agreement requires the written consent of both ETS and the United States; provided that the United States and ETS may agree in writing to extend the applicable deadlines specified in this Agreement. With regard to any of the deadlines specified in this Agreement, ETS will notify the United States at least ten (10) business days before any deadline of an anticipated inability to meet the deadline and the reasons why, and will request an extension of time to a specific date. The United States will not unreasonably

deny requested extensions made in good faith and following ETS's due diligence to meet such a requirement.

37. Counterparts: This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same Agreement. Electronic or similar signatures are acceptable and will bind the party so signing if conveyed to the other party.

38. Severability: If any provision of this Agreement is determined to be invalid, unenforceable, or otherwise contrary to applicable law, such provision will be deemed restated to reflect as nearly as possible and to the fullest extent permitted by applicable law its original intent and will not, in any event, affect any other provision, all of which will remain valid and enforceable to the fullest extent permitted by applicable law.

39. Other violations: This Agreement is not intended to remedy any potential violations of the ADA or any other law, other than those specifically addressed by this Agreement in Paragraphs 7-10. Nothing in this Agreement will preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Agreement.

40. Entire Agreement: This Agreement contains the entire agreement between the United States and ETS concerning the subject matter described in Paragraphs 6-9, and no other statement, promise, or agreement concerning the subject matter hereof, either written or oral, made by any party or agent of any party, if not contained in this Agreement, will be enforceable as part of this Agreement.

41. Binding nature of Agreement: This Agreement will be binding on ETS and its subsidiaries, agents, employees, officers, contractors, successors, and assigns.

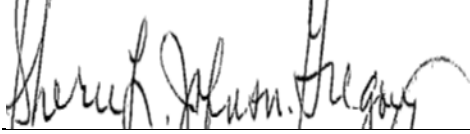
42. Publicity: This Agreement is a public document.

43. Authority: The signatories below for ETS represent that they have the authority to bind ETS to the terms of this Agreement.

* * * *

AND NOW, by their signatures below (on the next page), the parties hereto enter into the Agreement and consent to the execution of all aspects thereof.

EDUCATIONAL TESTING
SERVICE



Sheree L. Johnson-Gregory,
SVP, General Counsel

Dated: December 13, 2022

PHILIP R. SELLINGER
UNITED STATES ATTORNEY

/s/

JOHN STINSON
SUSAN MILLENKY
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Office of the United States
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Dated: 12-19-22