

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
NO. 7:23-CV-897**

IN RE:

CAMP LEJEUNE WATER LITIGATION

This Document Relates To:

Charles Metcalfe, No. 7:24-cv-00976
Larry Abrams, No. 7:24-cv-00982
Tony Griffin, No. 7:24-cv-00973
Estate of Mark Kopp, No. 7:24-cv-00969
Estate of Timothy Coon, No. 7:24-cv-00978
Steven Janovitch, No. 7:24-cv-00919

**UNITED STATES' MEMORANDUM IN
OPPOSITION TO PLAINTIFFS' MOTION
FOR HEARING REGARDING THE
DEPARTMENT OF JUSTICE'S
ADMINISTRATION OF ELECTIVE
OPTION DETERMINATIONS**

INTRODUCTION

The Elective Option (“EO”) program is a voluntary settlement framework adopted by the Department of Justice and the Department of the Navy to evaluate and potentially settle Camp Lejeune Justice Act (“CLJA”) claims. Public Guidance on Elective Option for Camp Lejeune Justice Act Claims at 1, D.E. [914-1](#), at 2 [hereinafter, Public Guidance Document]. As explained in the Frequently Asked Questions document, the EO generally does not apply to claims already in litigation, but the Department of Justice, in its discretion, recently decided to investigate and offer to resolve claims that were “in litigation *as of October 6, 2023* consistent with the EO . . .” FAQs on Elective Option for Camp Lejeune Justice Act Claims at 2, D.E. [914-2](#), at 3 (emphasis added) [hereinafter, FAQs Document].

Prior to April 2026, any CLJA cases that were filed in district court *after October 6, 2023*, were not eligible for EO settlement. *Id.* The United States has since elected, in its discretion, to screen these previously ineligible cases for possible EO settlement. Plaintiffs in the above-captioned cases ask this Court to create an enforceable right from the very documents, the Public Guidance Document and FAQs Document, that previously precluded their cases from being

considered for EO settlement because their cases were filed after October 6, 2023. It was only after the United States, in its discretion, opted to remove this restriction that Plaintiffs' cases became eligible for EO consideration. The United States' discretion in applying the EO—the subject of Plaintiffs' Motion—is the very same discretion that allowed their cases to be considered for the EO at all. That Plaintiffs disagree with the United States' evaluations of their cases for settlement under this program is not grounds for review by the Court. Further, the *Accardi* doctrine that Plaintiffs cite does not transform the United States' discretionary EO settlement framework into a mandatory compensation program. Similarly, mere eligibility for EO consideration does not create an entitlement to payment, and a voluntary settlement framework does not become constitutionally protected property merely because the United States has established criteria for administering it. Accordingly, Plaintiffs' Motion should be denied.

BACKGROUND

On May 11, 2026, the United States sent letters to law firms representing potentially EO-eligible Plaintiffs, including Counsel for Plaintiffs in the above-captioned cases, requesting that they submit substantiating documentation within sixty days if those Plaintiffs would like to be reviewed by the Department of Justice for possible EO settlement. Through its correspondence, the United States clearly articulated the requirements for EO consideration, including the deadline for submitting substantiating documentation. Additionally, thirty days before the deadline, the United States sent reminders to law firms to upload substantiating documentation before the deadline elapsed. Counsel in the above-captioned cases was informed that the United States would review documentation for sixty-one potentially EO-eligible Plaintiffs that they represent. Counsel submitted documentation for twenty-one of those Plaintiffs. Counsel and the six above-captioned Plaintiffs now disagree with the United States' offers to settle (or not settle) their cases. In all but

one of these cases,¹ Counsel sent additional documentation *after* the deadline that was not included in his prior submissions. In one letter accompanying the post-deadline documentation, Counsel admitted that the “error originated in [their] own submission.” In another, Counsel wrote: “We begin by correcting our own submission, because the corrected exposure period is longer than the one we reported.”² Notably, Plaintiffs did not object to the deadline to submit documentation when it was stated in the United States’ May 11, 2026, letter, nor when it was reiterated to Counsel in the reminder email on June 10, 2026.

On September 10, 2026, Plaintiffs filed the Motion for Hearing Regarding the Department of Justice’s Administration of Elective Option Determinations on the Court’s Master Docket, D.E. [913](#), despite the fact that Counsel is not part of the Plaintiffs’ Leadership Group (“PLG”), and therefore are not “permitted to file in the Master Docket.” *See* Case Management Order No. 2, (“CMO No. 2”), D.E. [23](#), at 3. On September 15, 2026, Counsel filed the present Motion in the above-captioned individual dockets, even though those cases are stayed pursuant to CMO No. 2. *Id.* at 4. On September 24, 2026, the Court denied the Motion filed in the Master Docket without

¹ In one of the six cases, *Steven Janovitch v. United States*, 7:24-cv-919, Counsel resubmitted the same documentation that it submitted in its original substantiation packet and asserted that the United States’ evaluation of the documentation was incorrect. Despite Plaintiffs’ assertion that the United States “simply declined to look at the records,” Pls.’ Mem., D.E. [914](#) at 2, the United States did review the records in all six cases and verified that its original evaluations of the documents submitted before the deadline were not made in error.

² Because Case Management Order No. 14 prohibits disclosure of Confidential Settlement Information including to the Court, D.E. [251](#) at 3, the United States does not attach the letters to this Memorandum. However, Plaintiffs disclose Confidential Settlement Information throughout their Memorandum in Support of their Motion. *See e.g.*, Pls.’ Mem., D.E. [914](#) at Exs. D–G (electronic correspondence regarding settlement between Counsel and the Department of Justice); at 6–7 (selectively quoting the contents of the United States’ individual offer letters); at 7–8 (describing in detail the contents of Counsel’s letters to DOJ, including detailed descriptions of documents sent with those letters); and at 8–9 (quoting and describing EO settlement discussions between Counsel and the Camp Lejeune Claims Unit at the Navy).

prejudice, finding that Plaintiffs violated CMO No. 2. Order, D.E. [923](#) at 3, *In re Camp Lejeune Water Litigation*, No. 7:23-cv-897 (E.D.N.C. Sept. 24, 2026).

LEGAL STANDARD

This Court has discretion to determine whether a hearing on a motion would aid the Court in deciding the motion. *See* Loc. Civ. R. 7.1(j). “Unless so ordered, motions shall be determined without a hearing.” *Id.*

ARGUMENT

I. This Court Has Consistently Refrained from Probing into the United States’ Voluntary Elective Option Settlement Framework.

The United States maintains that its evaluations of the above-captioned cases for EO settlement were accurate. As explained above, the EO offers made to these Plaintiffs (as well as the decision not to make an EO offer to two of these Plaintiffs) were based on the United States’ internal evaluation of the documentation provided by Counsel before the communicated deadline. Any “aggregate shortfall across” these offers is due to Plaintiffs’ failure to properly substantiate their claimed exposure periods by the clearly communicated deadline. Pls.’ Mem., D.E. [914](#) at 4. Nevertheless, the United States respectfully urges this Court to continue its practice of not evaluating the United States’ settlement determinations made under its voluntary EO framework.

This Court has consistently refrained from probing into the EO. In January 2026, the Court signed the Third Amended Stipulated Protective Order governing the disclosure of confidential information in the CLJA litigation. D.E. [802](#). This Order at 2(l) specifically states that “[n]othing in this Protective Order expands the Eastern District of North Carolina’s jurisdiction over the Department of the Navy’s Camp Lejeune Justice Act administrative claim process (‘Administrative Claim Process’), including, but not limited to the EO process for the Navy’s Camp Lejeune Justice Act Administrative Claims.” *Id.* at 8. The Order defines the “EO” as “the

elective settlement options for certain CLJA Claims established by the Department of Justice and the Navy, and any implementing guidance or subsequent amendments thereto.” *Id.* at 4–5 (citation modified).

Further, following the Court’s appointment in July 2024 of two Settlement Masters and a Magistrate Judge to act as a liaison on settlement issues, the Court issued an Order restricting the disclosure of settlement-related information at status conferences. D.E. [264](#) (hereinafter, “Confidential Settlement Information Order”). Specifically, the Court prohibited the Parties from presenting “Confidential Settlement Information” at the status conferences, which consists of “the contents of any written settlement statements or other settlement-related communications, and any occurrences, positions taken, or views expressed in connection with any settlement conference or discussion” *Id.* at n.1. The Court noted that “[t]he restrictions on ‘Confidential Settlement Information’ do not apply to statistical information on settlements reached by the government and settlement offers made by it on its own initiative without involvement of the Special Masters.” *Id.* at 1.

Subsequently, the Court issued another Order, which held that, in light of the Confidential Settlement Information Order, “updates on individual and global settlement efforts” should “no longer . . . be included in the [P]arties’ Status Reports or discussed at status conferences.” D.E. [271](#) at 1. In the February 26, 2026 Joint Status Report, the United States made a request to “make a public filing of statistics regarding administrative and litigation settlements reached to date, and to periodically include these statistics as an exhibit with status reports.” D.E. [817](#) at 15–16. The United States reiterated this request at the March 9, 2026 Status Conference. D.E. [824](#) at 15:23–16:21. Magistrate Judge Jones declined this request, explaining, “[n]ow that we have the Settlement Masters in place, we have a [M]agistrate [J]udge who is the designated liaison for that

process, I, frankly, don't think it's proper for me to even discuss too much of these matters. I'm focused on the litigation." *Id.* at 17:8–12.

Nonetheless, Plaintiffs appear to argue that this Court has the authority to force the United States to settle Plaintiffs' cases on their preferred terms. In its recent Order, the Court "[did] not find good cause for [Plaintiffs] to file their motions regarding settlement offers in stayed cases." Order, D.E. [923](#) at 3, *In re Camp Lejeune Water Litigation*, No. 7:23-cv-897 (E.D.N.C. Sept. 24, 2026) (emphasis in original), citing *In re A.T. Reynolds & Sons, Inc.*, 452 B.R. 374, 382 (S.D.N.Y. 2011) ("[A] court cannot force a party to settle" (internal citation omitted); *c.f.* Loc. Civ. R. 101(a) (explaining that court's local "rules are not intended to force settlement upon any party"). That this Court has ordered the Parties to "attend weekly meetings with the Settlement Masters" and to "use their best efforts to achieve a global settlement by October 30, 2026" has no bearing on the Court's authority, or even willingness, to inquire into the details of the United States' settlement determinations made under its voluntary EO framework. *See* Pls.' Mem., D.E. [914](#) at 2–3. As this Court has made clear, although the Court's Local Civil Rules regarding Alternative Dispute Resolution encourage the Parties to "engag[e] in settlement procedures voluntarily at any time," they "are not intended to force settlement upon any party." Loc. Civ. R. 101(a); *see also* Order, D.E. [923](#) at 3, *In re Camp Lejeune Water Litigation*, No. 7:23-cv-897 (E.D.N.C. Sept. 24, 2026) (same). Accordingly, the Court should continue its practice of refraining from exercising any jurisdiction over the United States' internal EO determinations.

II. The Court Does Not Have the Authority to Enforce or Review a Settlement Offer.

Plaintiffs fail to appreciate the distinction between a settlement *agreement* and a settlement *offer* made through a party's voluntary, non-binding settlement program. This distinction is fatal to the Plaintiffs' Motion. To enforce a settlement agreement, the Court "(1) must find that the parties reached a *complete agreement* and (2) must be able to determine its terms and conditions."

Hensley v. Alcon Lab'ys, Inc., 277 F.3d 535, 540-41 (4th Cir. 2002) (internal citations omitted) (emphasis added). The Court may not enforce a settlement matter if there is a “factual dispute over the existence of an agreement, over the authority of attorneys to enter into the agreement, or over the agreement's terms.” *Id.* at 541 (citing *Alexander v. Industries of the Blind, Inc.*, 901 F.2d 40, 41 (4th Cir. 1990); *Millner v. Norfolk & W. Ry. Co.*, 643 F.2d 1005, 1010 (4th Cir. 1981)). Indeed, the Fourth Circuit has held it to be “improper for the district court. . . to place itself in the role of ‘final arbiter’ of a settlement agreement.” *Bradley v. Am. Household Inc.*, 378 F.3d 373, 380 (4th Cir. 2004) (internal citations omitted). There is no settlement agreement here for the Court to enforce, as Plaintiffs have not accepted the offers made to them on August 28, 2026. Plaintiffs do not dispute that a complete settlement agreement has not been reached in any of these cases. *See* Pls.’ Mem., D.E. [914](#) at 14 (Plaintiffs requesting the Court to “toll the deadline to accept or decline the *offers* extended to [Plaintiffs], pending the United States’ compliance. . .”) (emphasis added). “If a district court concludes that no settlement agreement was reached or that agreement was not reached on all material terms, then it must deny enforcement.” *Hensley*, 277 F.3d at 541.

III. Plaintiffs Are Not Entitled to Relief Under the *Accardi* Doctrine or the Due Process Clause.

Plaintiffs’ Motion asserts that the United States did not follow the procedures it published under the EO, and thus claims that Plaintiffs are entitled to relief from this Court under the *Accardi* doctrine. *See* Pls.’ Mem., D.E. [914](#), at 10–12. Plaintiffs alternatively argue that the process afforded to them under the EO was inadequate and violates procedural due process under the Fifth Amendment. *See id.* at 13–14. Plaintiffs are not entitled to the relief sought under either theory. First, the EO is a voluntary settlement framework and was not designed to be a binding regulation; consequently, it does not have the force and effect of law. Thus, the *Accardi* doctrine does not apply. While *Accardi* may require an agency to follow certain procedural rules, it does not

transform a discretionary settlement program into a substantive entitlement, as Plaintiffs argue. Second, Plaintiffs’ procedural due process claim fails because Plaintiffs cannot establish a constitutionally protected property interest in a settlement under the EO.

A. The EO is a Voluntary Settlement Framework, Not a Binding Regulation.

The United States created the EO as a “voluntary process” designed to resolve qualifying CLJA claims quickly as an off-ramp from litigation. The United States expressly stated that the EO “supplements other processes currently available under the CLJA, which remain in place.” *See* Press Release, U.S. Dep’t of Just., Just. Dep’t and Dep’t of the Navy Announce Voluntary Elective Option for More Efficient Resol. of Camp Lejeune Just. Act Claims (Sep. 6, 2023), <https://www.justice.gov/archives/opa/pr/justice-department-and-department-navy-announce-voluntary-elective-option-more-efficient>. The EO Public Guidance is even more explicit. It describes the EO as a “voluntary framework” and as the “government’s approach to reviewing and potentially settling certain claims asserted under the CLJA.” *See* Public Guidance Document at 1. It expressly states:

1. The EO and the EO Guidance “do[] not have the force and effect of law;”
2. The EO and the EO Guidance do not represent the United States’ legal interpretation of governing law;
3. The EO and the EO Guidance cannot be used against the United States in the CLJA litigation;
4. The EO and the EO Guidance do not confer any rights; and
5. The EO and the EO Guidance do not constitute an offer of settlement.

Id. The Guidance further provides that both the EO and the Public Guidance Document may be amended or revoked. *See id.*

Those features distinguish this case from the Supreme Court’s traditional *Accardi* doctrine cases. In *United States ex rel. Accardi v. Shaughnessy*, 347 U.S. 260 (1954); *Service v. Dulles*, 354 U.S. 363 (1957); and *Vitarelli v. Seaton*, 359 U.S. 535 (1959), federal agencies had adopted

procedures governing the exercise of governmental authority over existing legal interests. The Supreme Court required adherence to those procedures because the agencies had undertaken to decide matters according to defined procedural standards. The EO is different. It does not adjudicate entitlement to compensation under the CLJA. It does not determine whether the United States is legally liable. It does not replace a statutory administrative process. And it does not create a judicially enforceable entitlement to any particular settlement amount. Rather, it is a voluntary mechanism by which the United States may elect to resolve certain CLJA claims without litigation.

As the Fourth Circuit recently observed, the *Accardi* doctrine “generally does not apply to an agency’s internal memoranda³, at least those that are neither designed to protect individual rights nor intended to have the force of law.” *Orellana v. Bondi*, 141 F.4th 560, 566 (4th Cir. 2025) (quoting *Diaz v. Rosen*, 986 F.3d 687, 690 (7th Cir. 2021)) (citations omitted). The Fourth Circuit explained:

Where internal policies are “not intended primarily to confer important procedural benefits upon individuals in the face of otherwise unfettered discretion,” or when the case is not such that “an agency [is] required by rule to exercise independent discretion [but] has failed to do so,” “there is no reason to exempt th[e] case from the general principle that it is always within the discretion of a court or an administrative agency to relax or modify its procedural rules adopted for the orderly transaction of business before it when in a given case the ends of justice require it.”

Id. (quoting *Am. Farm Lines v. Black Ball Freight Serv.*, 397 U.S. 532, 538–39 (1970) (cleaned up)). Thus, only when agency guidance establishes “binding norms” does the *Accardi* doctrine apply. See *C.G.B. v. Wolf*, 464 F. Supp. 3d 174, 224 (D.D.C. 2020) (citations omitted and cleaned up). Indeed, the Supreme Court has held that the enforceability of agency guidance depends upon

³ While the Public Guidance and FAQs Documents were made publicly available, the United States’ determinations as to whether and how to settle claims through this voluntary settlement framework (the EO) are a matter of internal policy.

whether they impose binding norms on the agency. *Vitarelli*, 359 U.S. at 539–40; *Service*, 354 U.S. at 372.

Plaintiffs’ Motion recognizes the limitation of the *Accardi* doctrine, albeit reducing it to a footnote and summarily dismissing the limitations as not applying here. *See* Pls.’ Mem., D.E. [914](#), at 12 n.3. But the Fourth Circuit’s limitation of *Accardi* is crucial here. Following the Fourth Circuit’s guidance in *Orellana*, the fact that the EO is a voluntary settlement framework and not a binding regulation renders the *Accardi* doctrine inapplicable. In *Orellana*, the Fourth Circuit determined that an agency’s internal memorandum was not binding and did not create any individual right requiring the court to grant a petitioner’s requested relief under the *Accardi* doctrine. *See* 141 F.4th at 566–68. The court specifically found that “there is nothing in the text or substance of [the agency’s internal memorandum] that indicates it is for the benefit of any individual applicant or intended to have the force of law.” *Id.* at 566. Thus, the Fourth Circuit found the agency’s memorandum did “not create any individual right.” *Id.* at 567.

The same is true here. As with the agency memorandum in *Orellana*, “there is nothing in the text or substance” of the Public Guidance or FAQs documents “that indicates [they are] for the benefit of any individual applicant or intended to have the force of law.” *Id.* at 566. To the contrary, the substance, purpose, and structure of the EO establish that it is a voluntary and discretionary settlement mechanism that the United States expressly reserved the authority to amend or revoke. *See* Public Guidance Document at 1. Further, it is not intended “for the benefit of any individual applicant,” as it applies generally to all claimants. *Orellana*, 141 F.4th at 566. The Public Guidance Document expressly disclaims the force and effect of law, expressly disclaims the creation of rights, and expressly provides that the EO’s existence does not constitute an offer of settlement. *See* Public Guidance Document at 1. Given its plain language and substance, the EO was not

designed to be a binding regulation that has the force and effect of law. The EO therefore does “not create any individual right.” *Orellana*, 141 F.4th at 567; *see also Oldaker v. Giles*, 724 F. Supp. 3d 1315, 1339 (M.D. Ga. 2024) (declining to apply *Accardi* and finding that a government policy that included language disclaiming creation of right or benefit “can hardly be characterized as one which has the full force and effect of law”).

Contrary to Plaintiffs’ assertion, Plaintiffs are not substantially prejudiced because they did not receive a settlement offer under the EO, or because they received a settlement of a lesser value than they believed should apply under the EO’s Public Guidance Document. *See* Pls.’ Mem., D.E. [914](#), at 12 n.3. The EO merely “supplements other processes currently available under the CLJA, which remain in place.” *See* Press Release, U.S. Dep’t of Just., Just. Dep’t and Dep’t of the Navy Announce Voluntary Elective Option for More Efficient Resol. of Camp Lejeune Just. Act Claims (Sep. 6, 2023), <https://www.justice.gov/archives/opa/pr/justice-department-and-department-navy-announce-voluntary-elective-option-more-efficient>. Plaintiffs can still receive relief through their cases under the CLJA, whether through an independent settlement of a case, or a Court dismissal of the action, or judgment on the merits.

B. Plaintiffs Have No Property Interest in an EO Settlement.

Plaintiffs’ Motion alternatively argues that the process afforded to them under the EO was inadequate and violates procedural due process under the Fifth Amendment. *See* Pls.’ Mem., D.E. [914](#), at 13–14. But Plaintiffs’ due process theory fails at the outset because Plaintiffs cannot establish a constitutionally protected property interest in a settlement under the EO.

To establish a procedural due process violation, a plaintiff must first identify a protected interest—namely, life, liberty, or property. *Strickland v. United States*, 32 F.4th 311, 347–48 (4th Cir. 2022). Plaintiffs “do not contend that the EO creates an entitlement to be offered a settlement.”

See Pls.’ Mem., D.E. [914](#), at 13. Plaintiffs instead assert that they have a right to a *particular* settlement *process* under the EO. See *id.* (“[O]nce the government determined that a claimant is eligible and fixed his injury tier and exposure duration and extended an offer, the plaintiff has secured a benefit of defined dimensions.”). But the EO creates no such entitlement. Eligibility for consideration is not entitlement to payment; a settlement *offer* is not a settlement contract; and a voluntary settlement framework does not become constitutionally protected property merely because the United States has established discretionary criteria for administering it.

Plaintiffs do not, and cannot, establish a legitimate claim of entitlement to an EO settlement under any “defined dimensions.” See *id.* The Due Process Clause protects only those governmental benefits in which an individual has a “legitimate claim of entitlement.” *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577 (1972). An abstract desire or unilateral expectation is insufficient. *Id.*; *Town of Castle Rock, Colo. v. Gonzalez*, 545 U.S. 748, 756–57 (2005). A government benefit generally does not constitute protected property where officials retain discretion over whether to confer it. *Town of Castle Rock*, 545 U.S. at 756; *Stewart v. Bailey*, 7 F.3d 384, 392–93 (4th Cir. 1993).

Plaintiffs do not have a “legitimate claim of entitlement” to an EO settlement because the United States reserves complete discretion to settle a case under the EO. The Public Guidance Document makes clear that the EO is a “voluntary framework,” which does not “confer[] any rights or constitute[] an offer of settlement.” Public Guidance Document, D.E. [914-1](#), at 1. Moreover, as Plaintiffs acknowledge, for claims considered while in the Navy’s administrative process, “the Navy *may* request substantiation from the claimant,” “*may* ask the claimant to provide additional supporting documentation,” “*may* . . . provide the claimant with the documents the Department of the Navy reviewed,” and “*may* repeat its internal investigations . . . and substantiation

requests . . . as appropriate.” *Id.* at 6 (emphasis added). The FAQs further clarify that, under the Navy’s administration of the EO, when a request for reconsideration is made by the claimant, a “new offer . . . *may* be the same, more, or less than the original offer.” FAQs Document, D.E. [914-2](#), at 6 (emphasis added). The Public Guidance and FAQs Documents do not “mandate a particular outcome” to Plaintiffs under the EO “once certain conditions [have] been met.” *See Stewart*, 7 F.3d at 392–93. Rather, they establish a voluntary framework through which the United States *may* resolve certain qualifying claims. Ultimately, the United States reserves complete discretion to settle a case under the EO.

Plaintiffs therefore cannot convert an alleged entitlement to participate in a discretionary settlement framework into a constitutionally protected property interest. The EO creates no such entitlement. *See Roth*, 408 U.S. at 577; *see also Robbins v. U.S. Bureau of Land Mgmt.*, 438 F.3d 1074, 1087–88 (10th Cir. 2006) (holding that a government settlement agreement or promise concerning regulatory treatment does not create a protected property interest absent a legitimate claim of entitlement to a substantive benefit); *McKinney v. D.C.*, 142 F.4th 784, 794 (D.C. Cir. 2025) (holding that a government settlement agreement’s plain language and context did not create a legitimate claim of entitlement to a protected property interest). Nor does an alleged departure from EO procedures independently create a constitutional property interest. It is well established that “an entitlement to nothing but procedure” cannot “be the basis for a property interest.” *Town of Castle Rock*, 545 U.S. at 764; *see also Olim v. Wakinekona*, 461 U.S. 238, 250 (1983) (“Process is not an end in itself. Its constitutional purpose is to protect a substantive interest to which the individual has a legitimate claim of entitlement.”); *Doyle v. Okla. Bar Ass’n*, 998 F.2d 1559, 1570 (10th Cir. 1993) (rejecting a due process claim based on “nothing more than a right to process”).

Accordingly, Plaintiffs do not have a constitutionally protected property interest in a settlement under the EO, nor do they have a right to a particular settlement process under the EO.

CONCLUSION

For the foregoing reasons, Plaintiffs' Motion should be denied.

Dated: September 25, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on September 25, 2026, I electronically filed the foregoing using the Court's Electronic Case Filing system, which will send notice to all counsel of record.

/s/ Patrick J. Ryan
Patrick J. Ryan