No. 25-615

IN THE
# Supreme Court of the United States

SHANE VINALES, Individually and as Next Friend of L.V. and S.V., ET UX.,

*Petitioners,*

v.

AETC II PRIVATIZED HOUSING, L.L.C., ET AL.,

*Respondents.*

**On Petition for Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit**

## BRIEF FOR *AMICUS CURIAE* PROJECT ON GOVERNMENT OVERSIGHT IN SUPPORT OF PETITIONERS

COLLEEN E. ROH SINZDAK
*Counsel of Record*
NATALIE NOGUEIRA
NATHAN SCHNEIDER
ISHANI PANDYA
MILBANK LLP
1101 New York Ave., NW
Washington, D.C. 20005
(202) 835-7500
crohsinzdak@milbank.com

*Counsel for Amicus Curiae*

## TABLE OF CONTENTS

## TABLE OF AUTHORITIES

**TABLE OF AUTHORITIES—Continued**

Page(s)

**STATUTES:**

**TABLE OF AUTHORITIES—Continued**

**TABLE OF AUTHORITIES—Continued**

**TABLE OF AUTHORITIES—Continued**

## INTERESTS OF *AMICUS CURIAE*[1]

The Project on Government Oversight (POGO) is an independent, non-partisan watchdog that exposes waste, fraud, injustice, and abuses of power in the federal government. Founded in 1981, POGO's first project exposed bloated military spending on items such as a $7,600 coffee maker and a $436 hammer. Uncovering profiteering in the defense industry has always been at the heart of POGO's mission.

In recent years, POGO has been at the fore of reporting on the environmental hazards, neglect, and fraud plaguing military housing. As part of its investigations, POGO obtained and published contracts made between the government and private sector housing companies operating on federal enclaves, as well as the lease agreements these housing companies provide military families. These investigations, documenting a systematic lack of accountability in the military housing industry, provoked congressional inquiries into the Department of Defense's relationship with military housing providers. After POGO published an investigation on the dire conditions of military barracks in Guam, the Air Force announced a $297 million contract to design and build replacement housing. Throughout its history, POGO's zealous reporting has been applauded by Members of Congress from both sides of the aisle, nonprofits, as well as the media, and prompted real change that improves the lives of this country's servicemembers.

---

[1] No counsel for a party authored the brief in whole or in part, and no person or entity, other than the *amicus curiae* and its counsel, made a monetary contribution to the preparation or submission of the brief.

## INTRODUCTION AND SUMMARY OF ARGUMENT

Across the United States, servicemembers and their dependents have been forced to live in substandard military housing that exposes them to serious health hazards, including asbestos, lead-based paint, pest infestations, structural deterioration, and pervasive mold contamination. See, *e.g., More Trouble on the Home Front*, POGO: The Bridge (May 9, 2024), https://perma.cc/8QRZ-WVPM. Though states have enacted laws to protect residents from such unsafe housing conditions, private companies that provide housing on military bases frequently seek to avoid these state laws by relying on an aggressive application of the Federal Enclave Clause. In the decision below, the Fifth Circuit adopted that aggressive approach, thereby helping the private companies that maintain substandard military housing and hurting servicemembers, their families, and military readiness. That decision was wrong, and this Court should step in to correct it.

The Federal Enclave Clause provides that the federal government has exclusive legislative jurisdiction in federal enclaves, U.S. Const. art. I, § 8, cl. 17, a classification that applies to much of the land on which military housing is situated. This Court long ago recognized that federal law in federal enclaves can borrow local state law that is not inconsistent with federal law or overriding federal interests. See *Chi., Rock Island & Pac. Ry. Co.* v. *McGlinn*, 114 U.S. 542, 546 (1885). But, as the petition for certiorari explains, there is a disagreement between federal and state courts as to whether federal enclave law may borrow *current* state law or only the state law that existed at the time the land became a federal enclave. Pet. at 29-

30. In the decision below, the Fifth Circuit joined with the federal circuits that have held that, unless Congress expressly legislates to the contrary, federal enclave law borrows state law only to the extent it existed when the federal enclave was created—a date that is often (as in this case) at least three-quarters of a century ago.

This Court's intervention is urgently needed to reject the Fifth Circuit's approach and to recognize that courts applying the federal enclave doctrine may borrow current state law where doing so is consistent with federal law and policy. Not only is the Fifth Circuit's position incorrect, see Pet. 15-24, but it also makes it easier for the companies that provide military housing to evade crucial safety standards. That will perpetuate the severe deficiencies in military housing that POGO has identified, forcing servicemembers and their families to deal with health issues caused by mold and other contaminants. Federal interests are hurt, not helped, by that result.

Moreover, the position embraced by the Fifth Circuit is at odds with Congress's consistent policy of favoring state regulation with respect to housing and community development. For almost a century, federal statutes have empowered and funded states to set and enforce their own housing standards. It would be illogical to adopt an understanding of the federal enclave doctrine that requires courts to reject the application of relevant state law in a context that Congress itself has sought to empower states. Indeed, state courts have often borrowed current state law in analogous contexts, like child welfare, in which congressional policy generally favors the application of state and local regulation.

This Court should grant certiorari to embrace the state courts' sensible approach to the application of current state law, rejecting the federal circuits' narrow focus on state law as it existed at the creation of the federal enclave. Doing so would ensure that servicemembers who live on-base are entitled to the same housing protections as their colleagues who live off-base. And it would vindicate Congress's desire to gives states the ability to establish the rules regarding housing and public safety within their borders.

## ARGUMENT

### I. THE FIFTH CIRCUIT'S DECISION HARMS MILITARY FAMILIES LIVING ON FEDERAL ENCLAVES BY PREVENTING THEM FROM INVOKING VITAL SAFETY STANDARDS.

POGO's investigations reveal that families living in military housing on federal enclaves are persistently exposed to hazardous and debilitating conditions like mold contaminations. See*, e.g.,* René Kladzyk, *From Toxic Mold to Rampant Fraud: How Privatizing Military Housing Became a Nightmare for Soldiers*, POGO (May 7, 2024), https://perma.cc/U8C5-NA6A (*POGO Military Housing Report*). Those substandard housing conditions harm the health of servicemembers and their families and undermine military readiness. Yet Congress's efforts to address this issue have so far been ineffective. As a result, state housing safety laws often provide the only meaningful shield against companies that own deficient military housing. Because the Fifth Circuit's decision deprives servicemembers of this vital protection, it should be overturned.

A. In 1996, Congress privatized nearly all military housing. National Defense Authorization Act for

Fiscal Year 1996, Pub. L. No. 104-106, 110 Stat. 186, 544-552. The Department of Defense (DoD) entered into long-term—often fifty-year—contracts with companies that are now the landlords to roughly 700,000 people, including 100,000 children under five, who live in privatized military housing in the United States. *POGO Military Housing Report*. Respondent Hunt Military Communities ("Hunt") is the largest military housing owner in the United States.

Although the purpose of transferring military housing to private developers was to infuse capital into military housing, now both DoD and military families find themselves on the other side of a bad bargain. It is nearly impossible for DoD to terminate its lengthy contracts with substandard housing providers and those contracts generally fail to specify what tenant rights servicemembers are entitled to. *Ibid.* Moreover, servicemembers cannot easily withhold rent when they have a problem because their housing allowance is automatically deducted, and there is widespread confusion about the dispute resolution process that does exist. René Kladzyk, *Military Families Battle Rigged Housing Dispute Process*, POGO (Oct. 23, 2023), perma.cc/EQ5S-XWWT (*POGO Report on Confidentiality Requirements in Military Housing Leases*); *POGO Military Housing Report*. Perverse incentives have led to perverse outcomes. For years, congressional inquiries, reviews by the U.S. Government Accountability Office, and nonpartisan research have documented the prevalence of dangerous environmental hazards in privatized military housing,

including asbestos, lead-based paint, water damage, pest infestations, and mold.[2]

B. Mold is the most common—and most harmful—military housing issue. *POGO Military Housing Report*. In a voluntary October 2025 survey, 74% of servicemembers reported that their military housing had mold problems and 76% said that housing-related issues negatively impacted their family's health. Change the Air Foundation, *Unsafe and Unheard: Military Service Members and Their Families Sound Off on Dangerous Living Conditions* 5 (Nov. 2025), https://perma.cc/5PHD-N57T. Although federal oversight and data collection remains limited, surveys of military families are consistent with POGO's own findings. For example, a DoD report obtained through a FOIA request revealed that 61% of tenant complaints in the Marine Corps relate to mold. René Kladzyk, *"Operation Counter-Mold": The Hidden Battle in Military Homes*, POGO (Oct. 24, 2024),

---

[2] See*, e.g.,* Blue Star Families, *Military Family Lifestyle Survey 2022 Comprehensive Report* 68, 126-127 (2023), https://perma.cc/CCJ3-ZMKY ("One in five active-duty family respondents (22%) indicated their family had been exposed to environmental toxins in military housing."); Sen. Elizabeth Warren, *Letter to the Honorable James M. Inhofe and the Honorable Jack Reed regarding investigation of the Military Housing Privatization Initiative* 4 (Apr. 30, 2019), https://perma.cc/96BB-PZZU (*Warren Investigation*); Elizabeth A. Field, *Military Housing Privatization: Preliminary Observations on DOD's Oversight of the Condition of Privatized Military Housing* 1, U.S. Gov't Accountability Off. (Dec. 3, 2019), https://perma.cc/E9QZ-FKBL; Off. of Sen. Jon Ossoff, *NEWS: Sens. Ossoff, Scott, Rubio Launch Bipartisan Inquiry into Pentagon's Oversight of Military Families' Health in Privatized Housing* (Mar. 27, 2023), https://perma.cc/P7LW-N6GQ.

https://perma.cc/3ZNE-7BHQ (*POGO Report on the Military's Mold Problem*).

Mold contamination affects indoor air quality. Medical evidence links the toxins produced by mold to a range of health conditions, including respiratory issues, flu-like symptoms, birth defects, immunosuppression, and cancer. *Ibid.* Studies have also found a connection between mold and a number of mental health issues, including depression, anxiety, and "brain fog." Infants and young children are more susceptible to the damaging effects of mold, and more likely to develop asthma as a result, because their lungs are less capable of filtering air pollutants. See*, e.g.,* Siyuan Xiao et al., *Household mold, pesticide use, and childhood asthma: A nationwide study in the U.S.*, Int'l J. Hyg. Env't Health, Apr. 2021, at 2.

Petitioners' account of mold contamination—which resulted in Mrs. Vinales needing sinus surgery and nine months of antibiotics, the Vinales children requiring medical treatment, and the destruction of all the Vinaleses' personal property, Am. Compl. at ¶¶ 94-102, Dkt. No. 9, *Vinales* v. *AETC II Privatized Housing, LLC*, No. 5:19-cv-01280-RBF (W.D. Tex. Nov. 23, 2019) (*Complaint*)—mirrors POGO's reporting on other military families. *POGO Military Housing Report*; *POGO Report on the Military's Mold Problem*. Because there are no federal mold standards, housing companies operating on military bases often resist mold testing, minimize the significance of contamination, and delay or fail to complete mold remediation, prolonging mold exposure and compounding harm to military families. One servicemember summarized the military housing experience to POGO as follows: "We are constantly stressed about the kids being in a house that is making them sick, and then

feeling bad because we cannot afford to live anywhere else." *POGO Report on the Military's Mold Problem*.

C. Housing is not just a quality-of-life issue, it is a military readiness issue. Experiences with substandard housing affect families' decisions to avoid on-base housing in the future and, in some cases, to leave military service altogether. Families report lost duty time, repeated medical visits for housing-related illness, protracted disputes with landlords, and psychological stress that degrades performance and morale. When a servicemember spends months navigating maintenance failures, moving their family in and out of temporary accommodations, or caring for a sick child, unit readiness and retention suffer.

These patterns are not unique to a single housing provider or housing installation. They reflect systemic weaknesses in maintenance quality, incentives, and oversight in military housing that allow preventable hazards to become chronic. At the core of the problem are the short-sighted privatization contracts that allow housing companies to retain their business, and even to receive incentive fees from DoD, despite providing substandard housing. *Warren Investigation* 9. For example, in 2021, Balfour Beatty, a major military housing provider, pleaded guilty to defrauding the U.S. military of millions by falsifying maintenance records that were never completed to obtain performance bonuses. *Justice Department Announces Global Resolution of Criminal and Civil Investigations with Privatized Military Housing Contractor for Defrauding U.S. Military*, U.S. Dep't of Just. (Dec. 22, 2021), https://perma.cc/UV53-XPRC. Hunt agreed to a $500,000 settlement with no admission of guilt in a similar federal fraud case in 2022. *Hunt Companies to Pay $500,000 To Resolve Fraud Allegations At*

*Dover Air Force Base*, U.S. Dep't of Just. (Jan. 6, 2022), https://perma.cc/GP7J-X8GJ. Neither has lost their military housing contracts. *POGO Military Housing Report*.

D. The 2020 National Defense Authorization Act took several steps to hold housing companies accountable, with little success. The legislation established a formal dispute resolution process and provided for a "Tenant Bill of Rights." National Defense Authorization Act for Fiscal Year 2020, Pub. L. No. 116-92, §§ 3011, 3022, 133 Stat. 1198, 1917-19, 1932-35 (2019). But a Government Accountability Office report found widespread confusion across military branches about the resolution process for housing disputes, resulting in only a handful of families using the process. *Military Housing: DOD Can Further Strengthen Oversight of Its Privatized Housing Program* 16, U.S. Gov't Accountability Off. (Apr. 19, 2023), https://perma.cc/L2QW-9G74. POGO has also reported that the universal lease for military housing requires confidentiality to enter the formal dispute process, enabling companies to silence families and limit oversight. *POGO Military Housing Report*; *POGO Report on Confidentiality Requirements in Military Housing Leases*.

As for the Tenant Bill of Rights, its force is limited because it was co-drafted by the housing companies themselves, who had to consent to its application. *POGO Military Housing Report*. The Bill of Rights still starts promisingly enough, providing that tenants have "the right to reside in a housing unit and community that meets applicable health and environmental standards." § 3011, 133 Stat. at 1918. But, perhaps unsurprisingly, housing companies like respondents have attempted to evade the spirit of the

very legislation they helped draft whenever tenants have pressed their right to safe housing in the courts.

E. As this case illustrates, the federal enclave doctrine has played a key role in this evasion. Petitioners were subject to hazardous living conditions, including severe mold, in a house owned and operated by respondents at Randolph Air Force Base, a federal enclave formed in Texas in 1951. *Complaint* ¶¶ 88-102; *Vinales* v. *AETC II Privatized Hous., L.L.C.*, 146 F.4th 434, 439-440 (5th Cir. 2025). Petitioners therefore sought to bring suit alleging violations of Texas state law.

Texas law provides, for example, that Texas landlords must provide rentals that are safe and fit for human habitation and landlords "shall make a diligent effort to repair or remedy a condition" when put on notice and "the condition * * * materially affects the physical health or safety of an ordinary tenant." Tex. Prop. Code Ann. § 92.052(a) (West 2007). Concurrently, Texas Occupations Code governs mold remediation services. See*, e.g.,* Tex. Occ. Code §§ 1958.001 *et seq*. (West 2025).

Yet when petitioners tried to sue under Texas laws, respondents asserted that federal enclave doctrine barred their application because the laws did not exist in 1951 when Randolph Air Force Base became a federal enclave. See Cross-Appellant's Br. at 27-32, Dkt No. 93, *Vinales* v. *AETC II*, No. 24-50113 (5th Cir. Sep. 26, 2024). And even though Texas laws such as the implied warranty of habitability are plainly consistent with the 2020 federal law establishing the Tenant Bill of Rights and with federal policy more generally, the Fifth Circuit sided with respondents and refused to apply the current Texas law. That gutted petitioners' lawsuit. And it harmed the hundreds

of other servicemembers and their families that have joined similar lawsuits against military housing companies after their lives were thrown into chaos by housing conditions that violate state housing standards.[3] This Court should not permit that outcome to stand.

## II. FEDERAL POLICY FAVORS THE APPLICATION OF STATE LAW.

This Court's intervention is also necessary to ensure that federal enclave doctrine accords with Congress's choices about which matters are best left to state and local regulation. This Court has repeatedly explained that federal enclave law borrows pre-existing state laws that are consistent with federal policy to ensure "that no area however small will be without a developed legal system for private rights." *Parker Drilling Mgmt. Servs., Ltd.* v. *Newton*, 587 U.S. 601, 612 (2019) (quoting *James Stewart & Co.* v. *Sadrakula,* 309 U.S. 94, 100 (1940)). The same principle requires borrowing *current* state law in contexts like housing where Congress has indicated its preference for state and local regulation.

A review of the last one hundred years of federal legislation makes clear that Congress has consistently sought to promote safe housing by empowering states

---

[3] See*, e.g., Dudek* v. *Balfour Beatty Cmtys. LLC.*, No. 5:25-cv-00923-FB (W.D. Tex. Aug. 4, 2025) (Texas state case removed to federal court after alleging failure under Texas law to remediate mold contamination in Fort Bliss privatized housing; case ongoing); *Talarico* v. *Balfour Beatty Cmtys., LLC.*, No. 4:25-cv-10037-JEM (S.D. Fla. May 6, 2025) (Florida state case removed to federal court after alleging failure under Florida law to remediate mold contamination in Naval Air Station Key West privatized housing; case ongoing).

to create and enforce their own safety standards. Because Congress has reinforced state jurisdiction over landlord-tenant relations and provided states with funding to enforce their own housing codes, federal enclave doctrine should not prohibit the application of current state laws regarding housing standards. Indeed, state courts have repeatedly held that federal enclave law incorporates current state law in analogous contexts, such as child welfare, where Congress has demonstrated its preference for state and local control. This Court should embrace that approach and reject the Fifth Circuit's myopic focus on pre-existing state law.

A. Starting with the New Deal and the Housing Act of 1937, Congress declared that "the policy of the United States [is] to promote the general welfare of the Nation by employing its funds and credit * * * to assist the several States * * * [to] remedy the unsafe and insanitary housing conditions and the acute shortage of decent, safe, and sanitary dwellings * * * that are injurious to the health, safety, and morals of the citizens of the Nation." Pub. L. No. 75-412, § 1, 50 Stat. 888, 888. Harold Ickes, Secretary of the Interior at the time, testified before the Senate that the bill resulted from President Roosevelt's campaign to encourage governors to regulate housing. Pub. Works Admin. No. 71463, Statement of Harold L. Ickes to S. Comm. on Educ. & Lab. Regarding S. 1685 (Apr. 14, 1937), https://perma.cc/ZMX5-Z4CV. To cure the "absence of State and local public agencies with necessary powers relating to housing," the bill offered funding designed to kickstart a new era in which states would raise the quality of American homes. *Ibid.*

In the Housing Act of 1949 and the Housing Act of 1954, Congress focused on other priorities, but it

continued to demonstrate a strong commitment to state regulation of housing through funding provisions. For example, the 1949 Act rewarded state agencies for "the adoption, improvement, and modernization of local codes and regulations relating to * * * adequate standards of health, sanitation, and safety for dwelling accommodations." Pub. L. No. 81-171, § 101(a), 63 Stat. 413, 414. And both Acts allocated funds to "encourage the operations of such local public agencies as are established on a State * * * basis * * * to contribute effectively toward the solution of community development or redevelopment problems on a State * * * basis." § 101(b), 63 Stat. at 414; Pub. L. No. 83-560, § 303, 68 Stat. 590, 623.

After the Department of Housing and Urban Development (HUD) was created in 1965, Congress repeatedly directed that its Secretary provide grants to support state efforts to improve and regulate housing, including efforts to enforce state building codes. See, *e.g.,* Housing and Community Development Act of 1974, Pub. L. No. 93-383, §§ 101-104, 88 Stat. 633, 633-634; HOME Investment Partnerships Act, Pub. L. No. 101-625, tit. II, §§ 202-203, 104 Stat. 4094, 4094-96 (1990). And HUD still provides grants directly to states to ensure safe housing through programs like the Community Development Block Grant and Section 8 Housing Grants for low-income families. 42 U.S.C. 5301-5320; 42 U.S.C. 1437f.

B. Correspondingly, this Court has "consistently affirmed that states have broad power to regulate housing conditions in general and the landlord-tenant relationship in particular." *Loretto* v. *Teleprompter Manhattan CATV Corp.,* 458 U.S. 419, 440 (1982). And DoD itself has not indicated opposition to state authority over housing standards. To the contrary,

DoD has explained to Congress that "the Military Departments require that [private housing] companies/projects follow all federal, *state, and local* guidelines for mitigating environmental health hazards, including mold and lead exposure." Patricia L. Coury, *Statement Before the Subcomm. on Mil. Constr., Veterans' Affs., and Related Agencies of the H. Comm. on Appropriations on the Military Housing Privatization Initative* 5 (Mar. 31, 2022), https://perma.cc/7CCR-TYNE (emphasis added). Further, "[i]t is DoD policy" to "[e]nsure that eligible personnel and their families have access to affordable, quality housing facilities * * * generally reflecting contemporary community living standards." *Dep't of Def. Manual No. 4165.63* 1 (Oct. 28, 2010) (as amended Apr. 1, 2025), https://perma.cc/73DJ-JDHE. "[C]ontemporary community living standards" are generally established through *state* law.

C. In light of the extensive evidence that federal policy favors state regulation and community standards with respect to housing, it would be illogical to hold that the federal enclave doctrine prohibits the application of any state housing law that wasn't in effect when the land became a federal enclave. Were that the case, current state housing standards would apply on newly created federal enclaves, but would not apply on other federal enclaves, such as Fort Leavenworth, over which Kansas ceded jurisdiction in 1875. 1875 Kan. Sess. Laws 95. It is untenable that the Federal Enclave Clause should be understood to require new bases to conform to 21st century housing standards while Fort Leavenworth is relegated to Kansas's 19th century standards.

D. Indeed, state courts applying the federal enclave doctrine have consistently and appropriately

borrowed current state law in analogous contexts, such "as public schooling, voting, and welfare benefits," where "Congress has mandated that the states act." *State ex rel. Child., Youth & Fams. Dep't* v. *Debbie F.*, 905 P.2d 205, 207-208 (N.M. Ct. App. 1995). In so holding, state courts often reason that "the grant of power back to the state may be *implied* from national legislation." *Bd. of Cnty. Comm'rs of Arapahoe Cnty.* v. *Donoho*, 356 P.2d 267, 271-272 (Colo. 1960) (emphasis added); see also *Cobb* v. *Cobb*, 545 N.E.2d 1161, 1163-64 & n.5 (Mass. 1989) (support from military authorities for application of state law underscores finding that state law does not "interfere with the primary jurisdiction of the Federal government"); *Petition of Salem Transp. Co. of N.J.*, 264 A.2d 47, 49 (N.J. 1970). The approach reflects the common-sense proposition that federal enclave doctrine does not require courts to reject the application of state law where doing so would be contrary to Congress's own preferences.

Moreover, this approach ensures that the federal government's exclusive jurisdiction does not deprive enclave residents of basic protections and benefits that Congress intended them to receive. For example, in *Debbie F.* the New Mexico Supreme Court allowed the state to apply its child protection laws on an enclave to intervene on behalf of abused children who would otherwise be "left without any governmental protection." 905 P.2d at 208. The state high court observed that "it seems illogical to conclude that there is interference [with federal interests] when the state is carrying out a program contemplated by federal statute." *Ibid.*

Other state high courts are in accord. See, *e.g.*, *Donoho*, 356 P.2d at 273 (allowing the state to pay disability benefits to an enclave resident); *Cobb*, 545

N.E.2d at 1164 (allowing the state to enforce a restraining order on an enclave); *Salem Transp.*, 264 A.2d at 49 (allowing a state to enforce bus service regulations on an enclave). Intermediate state courts also reflect this trend. See, *e.g.*, *Bd. of Chosen Freeholders of Burlington Cnty.* v. *McCorkle*, 237 A.2d 640 (N.J. Super. Ct. Law Div. 1968) (allowing a state to commit mentally ill enclave residents); *Terry Y.* v. *Benny Y.*, 161 Cal. Rptr. 452 (Cal. Ct. App. 1980) (allowing a state to remove an abused child residing on an enclave from the custody of his parents).

E. The Fifth Circuit should have applied the same reasoning in this case. Because Congress has repeatedly encouraged state regulation of housing safety and has not itself addressed the problems petitioners faced here, such as dangerous mold and otherwise substandard living conditions, the court of appeals should have borrowed applicable state law. Instead, it refused to apply any state law that didn't exist in 1951, effectively granting military housing providers immunity from state housing law. That holding is contrary to the federal housing policy embodied in federal laws, and it is contrary to the federal interest in the health of its servicemembers and military readiness in general. This Court should therefore intervene to overturn the Fifth Circuit's decision and ensure uniformity in the application of the federal enclave doctrine.

## CONCLUSION

For the foregoing reasons and those explained in the petition for a writ of certiorari, we respectfully urge the Court to grant the petition.

Respectfully submitted,

COLLEEN E. ROH SINZDAK
*Counsel of Record*
NATALIE NOGUEIRA
NATHAN SCHNEIDER
ISHANI PANDYA
MILBANK LLP
1101 New York Ave., NW
Washington, D.C. 20005
(202) 835-7500
crohsinzdak@milbank.com

*Counsel for Amicus Curiae Project on Government Oversight*

December 29, 2025