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Attorneys for Plaintiff CLAUDIA ESCOTO

**UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CLAUDIA ESCOTO,	)	Case No. 2:23-cv-03340-FMO-E
	)	
Plaintiff,	)	<b>NOTICE OF ACCEPTANCE OF</b>
	)	<b>DEFENDANT’S RULE 68 OFFER OF</b>
v.	)	<b>JUDGMENT TO PLAINTIFF</b>
	)	
MERRICK GARLAND, ATTORNEY	)	
GENERAL OF THE UNITED STATES, U.S.	)	Judge: Fernando M. Olguin
DEPARTMENT OF JUSTICE, DOES 1-10,	)	
	)	Action Filed: May 2, 2023
Defendants.	)	
	)	
	)	
	)	
	)	

1 TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD: PLEASE  
2 TAKE NOTICE that:

3 Plaintiff, Claudia Escoto, by and through her attorneys, Law Offices of Wendy Musell PC and  
4 Toni Jaramilla, A Professional Corp., hereby files Plaintiff's Notice of Acceptance of Defendant's  
5 Rule 68 Offer of Judgment to Plaintiff.

- 6 1. On May 2, 2023, Plaintiff filed this action against Defendant.
- 7 2. On January 24, 2024, Defendant served and Offer of Judgment in this action "to allow entry of  
8 judgment to be taken against him and in favor of Claudia Escoto on all claims" as follows:
- 9 • in the amount of \$1,200,000; plus (ii) "costs," 42 U.S. Code § 2000e-5(k),  
10 incurred prior to the date of this offer during the course of litigating the  
11 captioned action;
  - 12 • "a reasonable attorney's fee (including expert fees) as part of the costs," *id.*, to  
13 be agreed upon by the Parties or, if no agreement is reached, determined by the  
14 Court in its discretion, incurred prior to the date of this offer during the course  
15 of litigating the captioned action;
  - 16 • Specific terms of injunctive relief included as a part of the judgment, the exact  
17 terms of which are set forth in Exhibit A. *See* Exhibit A, attached herein.
- 18 3. Pursuant to Fed. R. Civ. P. 68, Plaintiff timely served written notice of her acceptance of  
19 Defendant's Rule 68 Offer of Judgment to Plaintiff via electronic filing system to Defendant's  
20 attorney of record, including providing service of this pleading.

21  
22 Dated: February 2, 2024

LAW OFFICES OF WENDY MUSELL PC  
TONI JARAMILLA, A PROFESSIONAL LAW CORP.

24 By: s/ Toni Jaramilla  
25 s/ Wendy Musell

26 Counsel for Plaintiff

# **EXHIBIT A**

1 BRIAN M. BOYNTON  
2 Principal Deputy Assistant Attorney General  
3 EMILY B. NESTLER  
4 Assistant Director  
5 DOROTHY CANEVARI  
6 M. ANDREW ZEE  
7 CAMERON SILVERBERG  
8 Trial Attorneys, Federal Programs Branch  
9 U.S. Department of Justice, Civil Division  
10 1100 L Street, NW, Room 11507  
11 Washington, DC 20001  
12 Tel.: (202) 616-8040  
13 Email: dorothy.m.canevari@usdoj.gov

14 *Attorneys for Defendant*

15  
16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 CLAUDIA ESCOTO,

19 Plaintiff,

20 v.

21 MERRICK GARLAND, in his official  
22 capacity as Attorney General of the United  
23 States,

24 Defendant.

Case No.: 2:23-cv-03340-FMO-E

**DEFENDANT'S RULE 68  
OFFER OF JUDGMENT**

1 Pursuant to Federal Rule of Civil Procedure 68, Defendant hereby offers to  
2 allow entry of judgment to be taken against him and in favor of Plaintiff Claudia  
3 Escoto on all claims on the following terms:  
4

- 5 1. Defendant shall pay to Plaintiff (i) the sum of one point two million dollars  
6 (\$1,200,000); plus (ii) “costs,” 42 U.S. Code § 2000e–5(k), incurred prior  
7 to the date of this offer during the course of litigating the captioned action;  
8 and (iii) including “a reasonable attorney’s fee (including expert fees) as  
9 part of the costs,” *id.*, to be agreed upon by the Parties or, if no agreement  
10 is reached, determined by the Court in its discretion, incurred prior to the  
11 date of this offer during the course of litigating the captioned action;  
12  
13  
14
- 15 2. Defendant shall modify Plaintiff’s Standard Form 50 (SF-50) to show a  
16 voluntary resignation instead of removal;  
17
- 18 3. Defendant shall remove all references to Plaintiff’s removal from her  
19 Electronic Official Personnel Folder (eOPF); and  
20
- 21 4. Defendant shall provide a neutral letter of reference that Plaintiff can use  
22 for any future job applications, which shall include (1) Plaintiff’s positions  
23 and titles while employed by the Executive Office for Immigration  
24 Review, (2) Plaintiff’s grade and salary as of her last day of employment,  
25 and (3) the dates of Plaintiff’s employment.  
26  
27  
28

1 This offer is intended to resolve all of Plaintiff's claims in this action,  
2 including without limitation any and all claims for damages, equitable relief, interest,  
3 expenses, attorney fees, expert fees, and other costs of suit.  
4

5 Under the provisions of Rule 68, this offer will be deemed withdrawn if not  
6 accepted by Plaintiff Claudia Escoto within (14) fourteen days of service of the offer.  
7  
8

9 Dated: January 24, 2024.

Respectfully submitted,

10 BRIAN M. BOYNTON

11 Principal Deputy Assistant Attorney General

12 EMILY B. NESTLER

13 Assistant Director

14 /s/ Dorothy Canevari

DOROTHY CANEVARI

15 M. ANDREW ZEE

16 CAMERON SILVERBERG

17 Trial Attorneys, Federal Programs Branch

18 U.S. Department of Justice, Civil Division

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21 *Attorneys for Defendant*  
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