waterskraus

PLEASE RESPOND TO THE DALLAS OFFICE

March 21, 2016

Via ECF
The Honorable Susan D. Wigenton
U.S. District Court, District of NJ
Martin Luther King, Jr. Federal Building
& U.S. Courthouse
50 Walnut Street
Newark, NJ 07102

Re: Civil Action No. 2:09-cv-04414-DFW-SCM; *In Re: Zimmer Durom Hip Cup Products Liability Litigation*; MDL-2158

Dear Judge Wigenton:

Pursuant to your Order of March 14, 2016 [Doc. 844], the undersigned Plaintiffs (hereinafter, "Objecting Plaintiffs") hereby submit this letter in opposition to the Case Management Order Regarding Settlement Agreement ("Proposed CMO") and Proposed Letter to State Court Judges ("Proposed State Court Letter") attached to the correspondence sent to the Court by Andrew Campbell, counsel for Zimmer, on March 11, 2016 [Doc. 843] (the "Campbell Letter"). For the reasons discussed below, Objecting Plaintiffs object to: (a) being forced to participate in the U.S. Durom Cup Settlement Program Agreement ("Settlement Program"); (b) the entry of the Proposed CMO; and (c) the circulation of the Proposed State Court Letter.

I. So-Called "Claimants' Liaison Counsel" does not have the authority to bind Objecting Plaintiffs to a settlement agreement.

The authority and responsibilities of liaison counsel in an MDL arise solely from the court that appoints them, and the scope of their duties is primarily ministerial.[1] In the words of the District Court of New Jersey, the term "plaintiffs' liaison counsel" cannot be invoked "for any purpose other than

[1] *See generally Vincent v. Hughes Air W., Inc.*, 557 F.2d 759, 773 (9th Cir. 1977) ("The liaison counsel serves all parties on one side of the dispute. He is selected either by his colleagues or by the court, and his duties are generally ministerial.").

those necessary to carrying out the designated duties of that appointment."[2] The authority and responsibilities vested by the Court with Plaintiffs' Liaison Counsel in this litigation are listed in paragraph 23 of Case Management Order No. 1 [Doc. 17]. Those enumerated powers do not include – *and could not reasonably include* – the ability to bind *unwilling* Plaintiffs to a settlement agreement or an elaborate, lengthy alternative dispute resolution (ADR) program.[3]

Moreover, it must be noted that this Settlement Program was signed by something Zimmer is calling "Claimants' Liaison Counsel,"[4] which is not the same as Plaintiffs' Liaison Counsel in the MDL.[5] Of the two Plaintiffs' attorneys who signed this Settlement Program and who have joined Zimmer in requesting entry of the Proposed CMO – Mark Lanier of the Lanier Law Firm and Chris Seeger ("Seeger") of Seeger Weiss LLP – only Seeger is formally part of Plaintiffs' Liaison Counsel, and he is just one of five lawyers serving in that role.[6] In fairness to Seeger, he made it clear when he first presented this agreement to the Court that he was not speaking on behalf of anyone other than himself.[7] As such, even if Plaintiffs' Liaison Counsel had

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[2] *In re Pantopaque Prod. Litig.*, 938 F. Supp. 266, 270 (D.N.J. 1996).

[3] For example, Objecting Plaintiffs refer the Court to its Order dated September 1, 2015 [Doc. 750], in which the Court held that Waters & Kraus did not have the authority in its capacity as a member of Plaintiffs' Liaison Counsel – absent express authorization – to waive the *Lexecon* rights of Plaintiffs whom they do not directly represent.

[4] *See* Campbell Letter.

[5] As such, the following statement in the Proposed State Court Letter is inaccurate and misleading: "Recently, the **Plaintiffs' settlement counsel** and Zimmer entered into a Settlement Agreement . . . ." Proposed State Court Letter (emphasis added).

[6] The other lawyers that comprise Plaintiffs' Liaison Counsel other than Seeger are Gibbs Henderson of Waters & Kraus, Wendy Fleishmann of Lieff Cabraser, Derek Braslow of Pogust Braslow & Millrood, and James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. *See* Case Management Order No. 1 [Doc. 17], dated Sept. 23, 2010, at ¶ 20; Agreed Case Management Order Supplementing Plaintiffs' Liaison Counsel [Doc. 184], June 13, 2013; and Order Granting Plaintiffs' Motion to Substitute Counsel [Doc. 730], dated June 26, 2015.

[7] *See* **Ex. A**, Hearing Tr., dated Jan. 11, 2016 ("1/11/16 Hearing Tr."), at 13:7-9 ("In fairness to counsel, except for Rick Meadow, they're just learning of

the authority to bind *unwilling* Plaintiffs to a settlement agreement, they would not be able to exercise that authority in this instance because Plaintiffs' Liaison Counsel collectively did not negotiate and/or approve (a) the Settlement Program or (b) the language in the Proposed CMO and Proposed State Court Letter.[8]

II. This Court does not have the authority to require Objecting Plaintiffs to participate in the Settlement Program.

The Proposed CMO includes a clause that states, "If any individual plaintiff does not participate in the process established by the Settlement Agreement, including satisfying all deadlines established by the Settlement Agreement, their individual case **may be the subject of a dismissal motion by Zimmer**."[9] This provision would effectively make participation in the Settlement Program mandatory for all MDL Plaintiffs, as Zimmer itself concedes in the Proposed State Court Letter it drafted.[10] While Zimmer wants to portray this Settlement Program as nothing more than a conventional ADR process, the terms of this agreement allow Zimmer to drag that process out through September 15, 2017.[11] Thus, the Proposed CMO would require all MDL Plaintiffs to participate in the a process that could, at Zimmer's sole discretion, last up to 18 months, during which time, under the Proposed CMO, all litigation in the MDL (with the exception of 4 cases) would be stayed.[12]

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some of this now because we kept this under wraps for a while, while we were talking, so."); and *id*. at 12:20-22 ("MR. SEEGER: I don't want to make representations for anybody or make them [think] I'm trying to talk them into anything . . . .").

[8] Indeed, to the contrary, objections to this language were communicated to Zimmer's counsel prior to the filing of the Campbell Letter.

[9] Proposed CMO at ¶ 2 (emphasis added).

[10] *See* Proposed State Court Letter ("In order to facilitate the success of the Settlement Agreement, I entered a Case Management Order that will require all plaintiffs who have filed cases in the MDL to participate in the Settlement Agreement, and that all pre-trial discovery be stayed so long as the Settlement Agreement remains in effect.").

[11] *See* U.S. Durom Cup Settlement Program Agreement at § IV.B.

[12] *See* Proposed CMO at ¶ 3.

Worse, the Proposed State Court Letter would urge all state courts to enter similar stays for their Durom Cup cases.[13]

Since it is clear that just one of the five lawyers comprising Plaintiffs' Liaison Counsel does not have the authority to bind unwilling Plaintiffs to this process, the question then becomes: Does this Court have the authority to require Objecting Plaintiffs to participate in the ADR process contained within the Settlement Program and stay all proceedings until that process's completion? As discussed below, the answer to that question is an emphatic "no."

Although there is no Third Circuit authority directly on-point, two federal courts have conducted extensive analyses regarding the proper boundaries of a district court's ability to require participation by unwilling parties in an ADR process: the First Circuit in *In re Atlantic Pipe Corporation*, 304 F.3d 135 (1st Cir. 2002) and the Northern District of Illinois in *In re African-American Slave Descendants' Litigation*, 272 F. Supp. 2d 755 (N.D. Ill. 2003). According to these courts, there are "four potential sources of judicial authority for ordering mandatory, non-binding [ADR in] pending cases, namely, (a) the court's local rules, (b) an applicable statute, (c) the Federal Rules of Civil Procedure, and (d) the court's inherent powers."[14] Each of these potential sources of judicial authority is discussed *infra*.

A. The Local Rules for the District Court of New Jersey do not give this Court the authority to require Objecting Plaintiffs to participate in the Settlement Program.

The Local Rules for the District Court of New Jersey ("Local Rules") expressly provide for only two types of ADR: arbitration under L. Civ. R. 201.1 and mediation under L. Civ. R. 301.1. Neither of those provisions grants this Court the authority to mandate participation by Objecting Plaintiffs in the elaborate, 18-month ADR process laid out in the Settlement Program. Further, there is not a separate rule giving judges the authority to fashion *ad*

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[13] *See* Proposed State Court Letter ("I encourage you to consider entering a similar order requiring any individual plaintiff in a Durom Cup lawsuit pending before you to participate in the Settlement Agreement and, to the extent necessary, stay any state court proceedings pending resolution of any individual plaintiff's Durom Cup case.").

[14] *In re Atl. Pipe*, 304 F.3d at 140.

hoc ADR solutions. Thus, the Court cannot rely on the Local Rules for the authority to make participation in the Settlement Agreement compulsory. Indeed, as set out below, L. Civ. R. 301.1 does not even give this Court the authority to make participation in the mediation portion of the Settlement Program mandatory, much less require Plaintiffs to engage in the 6-month process that would precede the mediation process.[15]

While L. Civ. R. 301.1(d) does provide that, "Each Judge and Magistrate Judge may, without the consent of the parties, refer any civil action to mediation," the rest of L. Civ. R. 301.1 and Appendix Q to the Local Civil Rules contain very specific procedures for any compulsory mediation that cannot be ignored by this Court.[16] The mediation procedure contained within the Settlement Program's would violate those rules in at least two respects.

Most significantly for present purposes, L. Civ. R. 301.1(e)(5) allows for no more than a 90-day stay of the proceedings to complete any compulsory mediation **unless** the parties and mediator jointly request an extension.[17] Under the terms of the Settlement Program, the mediation portion of the Settlement Program would not even begin until September 15, 2016 at the earliest, and could, at Zimmer's sole discretion, continue up to September 15, 2017.[18] The Proposed CMO would, in turn, stay all proceedings in the MDL

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[15] Since the Settlement Program does not provide for arbitrations, and L. Civ. R. 201.1 provides for compulsory arbitration only in cases where the plaintiff concedes the amount in controversy is below $150,000, this discussion will focus on the mediation provisions found in L. Civ. R. 301.1.

[16] *See, e.g.*, *Edwards v. New Jersey*, Civ. No. 13-214 (NLH), 2015 WL 5032680, at *7 (D.N.J. Aug. 25, 2015) (explaining that, because L. Civ. R. 301.1(d) states that certain types of cases found in L. Civ. R 72.1 cannot be referred to mandatory mediation, and the at-issue case was one of the types of cases identified in L. Civ. R. 72.1, "this civil action could have been referred to [mandatory] mediation.").

[17] *See also* L. Civ. R. Appx. Q at § I ("L. Civ. R. 301.1(e)(5) does provide that the parties and the mediator may make a joint application for an extension of the stay, thus recognizing that certain cases may need additional time for settlement.")

[18] *See* U.S. Durom Cup Settlement Program Agreement at § IV.A.-B. Notably, §IV.A. states, "Zimmer will set the date and location of the mediation for scheduling purposes."

until that entire process is completed.[19] Since all Plaintiffs do not agree to that stay, this Court lacks the authority to order a stay six times longer than the 90-day stay permitted by L. Civ. R. 301.1(e)(5).

Additionally, L. Civ. R. 301(e)(1) specifies that the mediator or mediators "shall" be selected by the court-appointed compliance judge.[20] L. Civ. R. 301.1(a), in turn, sets out who the court-appointed compliance judge can select as mediator or mediators in the absence of an agreement by all the parties.[21] Here, there is no indication that the three mediators hand-picked by Zimmer in section IV.A. of the Settlement Program meet these qualifications, and all parties do not consent to their appointment. Accordingly, this Court does not have the authority to require Objecting Plaintiffs to participate in the mediation portion of the Settlement Program for that reason as well.

In sum, this Court cannot rely on the Local Rules of the District Court of New Jersey to: (a) require unwilling Plaintiffs to participate in the ADR process laid out by the Settlement Program; or (b) stay all proceedings for 18 months while that process takes place.

B. This Court has no statutory basis for requiring Objecting Plaintiffs to participate in the Settlement Program.

As was the case in *In re Atlantic Pipe*, *supra*, there is only one potential source of statutory authority for this Court to order all Plaintiffs to participate in the Settlement Program: the Alternative Dispute Resolution Act of 1998 ("ADR Act"), 28 U.S.C. §§ 651-658.[22] "Although the ADR Act was designed to promote the use of ADR techniques, Congress chose a very well-defined

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[19] Proposed CMO at ¶ 3. The only way the stay could be lifted prior to that date is if Zimmer consents.

[20] *See* L. Civ. R. Appx. Q at § II.A. ("When a case is referred to mediation the compliance judge shall designate a mediator or co-mediators as may be appropriate.")

[21] L. Civ. R. 301.1(c) makes it clear that a mediator other than a panel mediator appointed by the Chief Judge under L. Civ. R. 301.1(a) can be used only if all parties are in agreement. *See* L. Civ. R. 301.1(c) ("Where all parties select as a mediator a person not designated as a panel mediator under L. Civ. R. 301.1(a), the parties and mediator may, by written agreement, fix the amount and terms of the mediator's compensation.").

[22] *In re Atl. Pipe*, 304 F.3d at 141.

path: it granted each judicial district, rather than each individual judge, the authority to craft an appropriate ADR program."[23] Here, as set out above, the District Court of New Jersey has done precisely that: it has formulated the arbitration and mediation procedures found in L. Civ. R. 201.1 and L. Civ. R. 301.1 for cases in this District. Due to the existence of these rules, this Court cannot now choose to disregard them and put in place and order something entirely different.[24] As the First Circuit explained in *In re Atlantic Pipe*, "[t]o say that the [ADR] Act authorize[s] each district judge to disregard a district-wide ADR plan (or the absence of one) and fashion innovative procedures for use in specific cases is simply too much of a stretch."[25]

C. The Federal Rules of Civil Procedure do not grant this Court the authority to require Objecting Plaintiffs to participate in the Settlement Program.

Federal Rule of Civil Procedure 16 does state, in relevant part, that "the court may take appropriate action . . . with respect to . . . (9) settlement and the use of special procedures to assist in resolving the dispute **when authorized by statute or local rule** . . . ."[26] However, the emphasized language acts as a limitation on what actions courts can appropriately take in this regard. As the First Circuit in *In re Atlantic Pipe* noted, those words "are a frank limitation on the district courts' authority to order [ADR] thereunder, and we must adhere to that circumscription."[27] The Northern District of Illinois was even blunter: "Federal Rule of Procedure 16(c)(9) does not give [district courts] the authority to order mediation on unwilling litigants absent a statute or local rule authorizing such a decision."[28] In the instant situation, there is simply no statute or local rule that grants this Court the authority to require any unwilling Plaintiffs to participate in the *ad hoc* 18-month ADR process

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[23] *Id.*
[24] *See, e.g., In re African-American Slave Descendants Litig.*, 272 F. Supp. 2d at 759 ("Because the Northern District of Illinois has not adopted a local rule giving the court authority to compel mediation on an unwilling litigant, the court cannot, pursuant to the ADR Act , order mediation where one party objects.")
[25] *In re Atl. Pipe*, 304 F.3d at 142.
[26] FED. R. CIV. P. 16(c)(9) (emphasis added).
[27] *In re Atlantic Pipe Corp.*, 304 F.3d at 142 (citing *Schlagenhauf v. Holder*, 379 U.S. 104, 121, 85 S. Ct. 234, 13 L. Ed. 2d 152 (1964)).
[28] *In re African-American Slave Descendants' Litig.*, 272 F. Supp. 2d at 759.

contained within the Settlement Program. Accordingly, this Court cannot rely on the authority granted to it by the Federal Rules of Civil Procedure to require participation in the Settlement Program.

D. This Court does not have the inherent authority to require participation in the Settlement Program.

The *In re Atlantic Pipe* Court indicated that a district court's inherent powers cannot be invoked to order unwilling participants to participate in a novel, compulsory ADR process where the relevant federal district has already adopted local rules that authorize specific ADR procedures.[29] Because the at-issue district court in *In re Atlantic Pipe* had not yet adopted local rules on the subject of ADR, the First Circuit concluded that it *could* have ordered a mandatory mediation on unwilling participants using its inherent authority under certain circumstances, but that "the district court's failure to set reasonable limits on the duration of the mediation and the mediator's fees doom[ed] the [mediation] decree."[30] The instant matter differs from that situation, of course, because the District Court of New Jersey has already formulated rules regarding when district courts can order mandatory ADR, and how that ADR must be conducted.

Even leaving that argument aside, however, there are other reasons why this Court cannot make participation in this Settlement Program compulsory using its inherent authority. In *In re Atlantic Pipe*, *supra*, the First Circuit summarized the key limitations on a district court's inherent powers:

> Of course, a district court's inherent powers are not infinite. There are at least four limiting principles. **First**, inherent powers must be used in a way reasonably suited to the

[29] *See In re Atl. Pipe*, 304 F.3d at 143 ("At one time, the inherent power of judges to compel unwilling parties to participate in ADR procedures was a hot-button issue for legal scholars. []. Although many federal district courts have forestalled further debate by adopting local rules that authorize specific ADR procedures and outlaw others, e.g., D.N.H. R. 53.1 (permitting mandatory mediation); D. Me. R. 83.11 (permitting only voluntary mediation); D. Mass. R. 16.4 (permitting mandatory summary jury trials but only voluntary mediation), the District of Puerto Rico is not among them. Thus, we have no choice but to address the question head-on.")

[30] *In re Atl. Pipe*, 304 F.3d at 148.

> enhancement of the court's processes, including the orderly and expeditious disposition of pending cases. *Coyante v. P.R. Ports Auth.*, 105 F.3d 17, 23 (1st Cir. 1997). **Second**, inherent powers cannot be exercised in a manner that contradicts an applicable statute or rule. *Chambers* [*v. NASCO, Inc.*, 501 U.S. 32, 47, 111 S.Ct. 2123, 115 L.Ed.2d 27 (1991)]. **Third**, the use of inherent powers must comport with procedural fairness. *Id.* at 50, 111 S.Ct. 2123. And, [**fourth**], inherent powers "must be exercised with restraint and discretion." *Id.* at 44, 111 S. Ct. 2123.[31]

Each of these limitations is discussed in the context of the instant matter below.

1. Using the Court's "inherent powers" to require participation in the Settlement Program would not encourage the orderly and expeditious disposition of pending case, and would not be procedurally fair.

As to the first and third limitations outlined above, requiring Objecting Plaintiffs to participate in a mandatory 18-month ADR process would not, for several reasons, promote the orderly and expeditious disposition of pending cases, nor would it comport with notions of procedural fairness.

First, under the Settlement Program, if Zimmer unilaterally determines that a Plaintiff "may be barred from filing a lawsuit against Zimmer by the applicable statute of limitations" or had a revision that, in Zimmer's estimation, "occurred as a result of infection, trauma, or other causes unrelated to the Durom Cup," Zimmer plans to offer such Plaintiffs only $25,000.[32] Waters & Kraus's experience with Zimmer has demonstrated it will assert one of these defenses (or all of them) in almost *every* case. Thus, if past behavior is any indication, many Plaintiffs can expect to receive nothing more than an offer of $25,000 as part of this Settlement Program – an amount that would be unacceptable to almost everyone. If that probable scenario unfolds, the parties will have wasted 18 months on an entirely fruitless process, and the ultimate resolution of this litigation will have been delayed, not expedited.

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[31] *Id*. at 143 (emphasis added).
[32] *See* U.S. Durom Cup Settlement Program Agreement at § II.B.

In a similar vein, absent an "extraordinary injury" (*e.g.*, a heart attack within 72 hours of a revision surgery), the maximum amount Zimmer will ever pay any Plaintiff under the terms of the Settlement Program is $290,000.[33] Although Zimmer likes to point out that if a Plaintiff does not agree with the award that Zimmer determines under section III of the Settlement Program he or she can opt for mediation, the terms of the Settlement Program limit the scope of any such mediation to whether the Plaintiff qualifies for any of the predetermined "reductions" or "enhancements" – which, as discussed above, can total $290,000 at the most.[34] Since many firms in this litigation have Plaintiffs whom they know will not accept an award of $290,000 under any circumstances, this Proposed CMO and Settlement Program would effectively stay their cases for 18 months for no reason.

Next, certain provisions included in the Settlement Program would create real ethical problems for any Plaintiffs' lawyer who represents multiple Plaintiffs in this litigation. Specifically, section I.B.1. of the Settlement Program would require participating attorneys to "register each and every U.S. plaintiff or claimant they represent who was implanted with a Durom Cup . . . ." That requirement would automatically create an ethical quandary for any Plaintiffs' counsel who has clients that do want to participate and clients who do not want to participate. An order that would require participation in a settlement agreement that unavoidably creates that kind of conflict would certainly not comport with anybody's notion of "procedural fairness."

Finally, even though, on its face, the Settlement Program does not explicitly require each and every Plaintiff to accept Zimmer's unilaterally decided-upon settlement offer, the deal would in practice require almost all Plaintiffs (90%) to accept that amount to prevent Zimmer from voiding the agreement. Specifically, section V.A. of the Settlement Program provides:

> if less than 90% of a Participating Counsel's Eligible Claimants complete the categorization process and accept Zimmer's offer without mediation, Zimmer has the option, in its sole discretion, ***to terminate or enforce*** this Settlement

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[33] Zimmer would only pay this much in the unlikely event that your client had two additional revision surgeries following the revision of their Durom Cup and three dislocations within 1 year of their revision of their Durom Cup.

[34] *See* U.S. Durom Cup Settlement Program Agreement at § II.B.3.

> Agreement, the Settlement Program, all individual settlement offers made or accepted pursuant to this Settlement Agreement, and all Individual Settlement and Release Agreements, as to any or all of that Participating Counsel's Eligible Claimants.[35]

Given this provision, Plaintiffs will either have to almost completely acquiesce to Zimmer's settlement offers without mediation or risk having Zimmer void the deal – thereby resulting in a total waste of 6 months. When you consider that aspect of the deal along with the real likelihood, discussed above, that Zimmer will make liberal use of the clause allowing it to only offer $25,000 in any case that "may" have a statute of limitations, trauma and/or infection issue, the possibility that this entire process will be a giant exercise in futility becomes very real.

2. Using the Court's "inherent powers" to require participation in the Settlement Program would contradict this District's Local Rules and would not show restraint.

Entry of the Proposed CMO, which would require all Plaintiffs to participate in an 18-month *ad hoc* ADR process and stay all litigation for the duration of that period, would not be consistent with notion that district courts should show restraint in exercising their inherent authority. Indeed, as discussed above, the terms of that Proposed CMO and Settlement Program would be in direct contradiction of several of this District's Local Rules.

Nor could such an exercise of the Court's inherent authority be justified on the grounds of judicial efficiency. As the First Circuit cautioned, "When mediation is forced upon unwilling litigants, it stands to reason that the likelihood of settlement is diminished. Requiring parties to invest substantial amounts of time and money in mediation under such circumstances may well be inefficient."[36] The Eleventh Circuit has voiced similar sentiments, advising that, "compelling a party to submit to settlement talks it does not wish to enter and which cannot resolve the dispute of their own force may

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[35] U.S. Durom Cup Settlement Program Agreement at § V.A (emphasis in original).
[36] *In re Atl. Pipe*, 304 F.3d at 144.

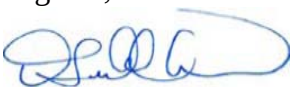
well *increase* the time and treasure spent in litigation."[37] Here, there are a substantial number of Plaintiffs who have determined that this deal does not make sense for them. It would not be efficient (or fair) to force those cases to languish on the sidelines while the Settlement Program process played out.

III. Conclusion

Objecting Plaintiffs certainly understand and, indeed, share the Court's desire to move this litigation toward a resolution. However, for the many reasons discussed above, entering the Proposed CMO, requiring all Plaintiffs to participate in the Settlement Program, and sending the Proposed State Court Letter would not only frustrate rather than further that goal; those actions would go well beyond this Court's authority.

Obviously the issues currently before the Court are of great import to many parties and the Court's ruling on those requests will have far-reaching implications on this litigation both in the MDL and state court. Accordingly, if the Court is in anyway inclined to enter the Proposed CMO and/or circulate the Proposed State Court Letter, we would respectfully request a hearing on those matters.

Regards,



Gibbs C. Henderson
Plaintiffs' Co-Liaison Counsel and
Counsel for Below-Listed MDL Plaintiffs

[37] *Advanced Bodycare Solutions, LLC v. Thione Int'l, Inc.*, 524 F.3d 1235, 1240 (11th Cir. 2008) (emphasis in original).

Evelyn G. Barnes
Terry K. Bellgowan
Renee I. Blaylock
Roger D. Bolton
Michael L. Bozyk
James D. Braden
Linda M. Carik
Charles Cartwright
Debra S. Charlesworth
Johnnie Conway
Sheryl L. Crank
Lorraine M. Desrochers
Carolyn Eaton
Michale Ann Edwards
Thomas John Eisert
Steven E. Elliott
Sandlee Fairbanks
Jose Fernandes
Lola G. Finley
Bradley Gaidos
Ruth B. Guyton
Michael Hanrahan
Brian C. Hill
Phyllis Hossie
David Hughes, III
Roger Carl Krueger
Caleb Steven Lee
Kimo Leopoldo
William J. Malloy
Dennis L. McElroy
Kathleen L. McGurk
William T. Meredith
Lyman Dean Millizer
Harry V. Nachtigall
Merle Norwalk
Barbara Page
Donald Eugene Phillips
Richard Polson,
Timothy Rash
Sandy Robinson
Marylou Rochau
Gene Allen Rohrer
Marthe Shallies
James A. Sims
Janet P. Spielvogel
Robert L. Stevenson
Andrea Svinarich
Janet E. Taylor
David A. Walsh
Barbara Whitehill
William F. Wingate
Frances S. Wood

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