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9 UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
11

12 LUIS ALBERTO YBOY FLORES,

13 Petitioner,

14 v.

15 ERNESTO SANTACRUZ, in his  
official capacity, Acting Director, U.S.  
16 Immigration and Customs Enforcement,  
et al.,

17 Respondents.  
18  
19

No. 2:25-cv-07882-JWH-AJR

**RESPONDENTS' NOTICE OF  
MOTION AND MOTION TO DISMISS  
PETITION**

Hearing Date: October 27, 2025  
Hearing Time: 1:30 p.m.  
Hearing Place: Roybal Courthouse  
255 E. Temple St.  
Courtroom 780

Honorable A. Joel Richlin  
United States Magistrate Judge

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1 **NOTICE OF MOTION AND MOTION TO DISMISS**

2 PLEASE TAKE NOTICE that on October 27, 2025, or as soon thereafter as they  
3 may be heard, the Respondents will, and hereby do, move this Court for an order  
4 dismissing Petitioner Luis Alberto Yboy Flores' habeas petition [[Dkt. 1](#)]. This motion  
5 will be made before the Honorable A. Joel Richlin, United States Magistrate Judge, at  
6 the Edward R. Roybal Federal Building and United States Courthouse located at 255  
7 East Temple Street, Los Angeles, CA 90012, Courtroom 780, 7th Floor.

8 Respondents move to dismiss the Petition on the grounds that (1) Petitioner's  
9 claim is speculative and unripe at this juncture, since he has not been redetained by ICE,  
10 he has already attended the physical appointment at issue, and he now has obtained a  
11 stay of removal from the BIA; and (2) to the extent Petitioner complains that he may in  
12 the future nonetheless be redetained, the Hon. Judge Hatter has already set the specific  
13 conditions under which those class members (like Petitioner) that Judge Hatter had  
14 ordered released on bail in the *Roman* class action may be redetained via approving the  
15 class-wide settlement agreement with detailed provisions on when the government's  
16 redetention of class members who had been released on bail is permitted, as well as  
17 setting the procedure for how such redetention may be contested. Judge Hatter's order  
18 regarding the scope and procedure of any potential redetention of individuals who (like  
19 Petitioner) he had ordered released on bail in the *Roman* class action may not be  
20 derogated and countermanded via an individual habeas petition, like this one, that  
21 attempts to force a conflicting secondary hearing before another judge.

22 This motion is made based upon this Notice, the attached Memorandum of Points  
23 and Authorities, all pleadings, records, and other documents on file with the Court in this  
24 action, and upon such other evidence and oral argument as the Court may consider.  
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1 This motion is made pursuant to the conference of counsel pursuant to Local Rule  
2 7-3, which took place on September 17, 2025. Petitioner's counsel opposed dismissal of  
3 this Petition, contending that it was not moot, and that the class settlement agreement in  
4 *Roman v. Hernandez* was not sufficient for Petitioner's desire to avoid any potential  
5 future redetention via additional judicial proceedings.

6  
7 Dated: September 24, 2025

Respectfully submitted,

8 BILAL A. ESSAYLI  
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9 DAVID M. HARRIS  
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10 Chief, Civil Division  
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13 /s/ Daniel A. Beck  
14 DANIEL A. BECK  
Assistant United States Attorney

15 Attorneys for Respondents  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY**

3 On August 21, 2025, Petitioner Luis Alberto Yboy Flores filed a Petition for Writ  
4 of Habeas Corpus and Complaint for Declaratory and Injunctive Relief [Dkt. 1]. That  
5 same day, Petitioner also filed an “*Ex Parte* Motion for Temporary Restraining Order”  
6 [Dkt. 2]. Because Petitioner the next day obtained a stay of removal from the Board of  
7 Immigration Appeals (BIA), however, ICE agreed that it would not detain him at his  
8 upcoming appointment on August 25, 2025, and on August 22, 2025, Petitioner  
9 withdrew the *Ex Parte* application [Dkt. 8]. Petitioner has not been arrested since, with  
10 no injunctive relief in place.

11 This Petition is thus effectively moot, since the concern it had raised regarding  
12 Petitioner’s upcoming physical appointment on August 25, 2025 has come and gone, and  
13 the operative stay on his removal makes his claim of being potentially subjected to a  
14 future wrongful redetention both unduly speculative and unripe.

15 Unfortunately, however, Petitioner appears to insist on using his Petition to secure  
16 broader relief against *any possible future detention* beyond what he (as a class member)  
17 was already granted by Judge Hatter in the class action case of *Kelvin Hernandez Roman*  
18 *et al. v. Chad F. Wolf et al.*, 5:20-cv-00768-TJH-PVC, which Judge Hatter had ordered  
19 Petitioner released on bail pursuant to.<sup>1</sup>

20 Because Judge Hatter had granted a class-wide bail motion for class members in  
21 *Roman* (including Petitioner) due to the concerns over extreme COVID-19 risk prevalent  
22 at that time in the Adelanto detention facility [*see Roman Dkt. 118*], the scope of the  
23 potential redetention of such *Roman* class members who were released on bail was  
24 thereafter extensively litigated. Detailed terms under which the government could  
25 redetain these class members, relative to their bail release status, were negotiated by the  
26 parties as part of their proposed classwide settlement agreement, which was then

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28 <sup>1</sup> Undersigned counsel was counsel of record for the government in *Roman*.

1 presented to Judge Hatter for his review in connection with a motion for approval of the  
2 settlement following full class action process. *See Roman*, [Dkt. no. 2636-2](#), Settlement  
3 Agreement, Section III. A full copy of the *Roman* Settlement Agreement is attached as  
4 Exhibit A to this brief.

5 After that class action procedure, including a notice and objection period, Judge  
6 Hatter ultimately approved the Settlement Agreement by order dated June 2, 2025. *See*  
7 *Roman* [Dkt. no. 2704](#). Because the class members in *Roman* had been ordered released  
8 on bail by Judge Hatter due to a temporary health risk crisis at Adelanto—specifically,  
9 the early COVID-19 pandemic—the *Roman* Settlement Agreement included extremely  
10 detailed provisions specifying how their future redetention could occur. *See* Settlement  
11 Agreement, Section III, pp. 9-13. It further included provisions addressing how any  
12 disputes regarding such redetention may be resolved. *Id.* pp. 17-19. It provided that  
13 Judge Hatter retained continuing jurisdiction over these issues. *Id.* p. 19.

14 Unhappy with the *Roman* Settlement Agreement’s extremely detailed terms  
15 delineating the permissible scope of redetention of the class members and the procedures  
16 for contesting their redetention, however, Petitioner complains he may nonetheless be  
17 detained again in the future, because the *Roman* Settlement Agreement’s provisions and  
18 procedures governing the redetentions of class members are too limited for his tastes.  
19 The Settlement Agreement indeed does not bar all potential redetentions of class  
20 members without mandating that another judicial hearing be held for every specific class  
21 member. But those procedures and limitations are *exactly what Judge Hatter gave*  
22 *Petitioner and all the other class members as their remedy, following Judge Hatter’s*  
23 *prior orders requiring their release on bail*. The issue was thus already addressed by a  
24 neutral decision maker, who provided due process. Petitioner is not entitled to now get  
25 *another judge* to impose a different and more stringent set of redetention limitations that  
26 he would prefer. Relative to his release as ordered by Judge Hatter [*Roman* [Dkt. no.](#)  
27 [500](#)], he has already received due process from a neutral decision-maker—Judge Hatter  
28 himself—setting terms under which he might be taken back into redetention, including

1 limits imposed on the government’s ability to do so. To the extent Petitioner may have  
2 wanted even stronger limitations imposed on any potential future revocation of the  
3 release that Judge Hatter had ordered, then as a *Roman* class member he was able to  
4 communicate any such concerns to his class counsel at the time, or to object to the  
5 Settlement Agreement during its notice and objection period. He did neither. He cannot  
6 now, via a habeas petition, belatedly countermand the *Roman* Settlement Agreement’s  
7 explicit provisions delineating the circumstances when class members who were released  
8 from detention by that Court may, or may not, be detained.

9 In sum, the Petition should be dismissed because it is unduly speculative and  
10 unripe at this juncture, and also because insofar as Petitioner seeks to circumvent the  
11 *Roman* Settlement Agreement’s terms for the potential redetention of class members  
12 who had been ordered released in *Roman*—instead imposing his own more stringent  
13 preferences for additional process limitations—that is impermissible, it does not identify  
14 a due process violation, and it is devoid of legal merit.

## 15 **II. PROCEDURAL BACKGROUND**

16 The *Roman* class action was initially filed as a habeas petition back on April 13,  
17 2020 [*Roman* [Dkt. no. 1](#)], along with a motion to certify a class of Adelanto detainees  
18 who alleged risk of harm from COVID-19 exposure [*Roman* [Dkt. no. 5](#)].

19 On April 23, 2020, Judge Hatter issued a provisional class certification order.  
20 [*Roman* [Dkt. no. 52](#)]. Full class certification was eventually granted by an order issued  
21 on September 22, 2020 [*Roman* [Dkt. no. 562](#)].

22 In the meantime, class counsel in *Roman* moved for a class-wide bail order. On  
23 June 16, 2020, Judge Hatter granted that motion [*Roman* [Dkt. no. 118](#)]. Judge Hatter  
24 specifically explained that his authority to grant bail for the detainees pending resolution  
25 of the action was justified by the COVID-19 pandemic, noting that:

26 The Ninth Circuit has recently held that the COVID-19 pandemic is, indeed,  
27 a special circumstance that satisfies the first prong of *Land, United States v.*  
28 *Dade*,-- F.3d --, [2020 WL 2570354](#), at \*2 (9th Cir. May 22, 2020).

1 *Id.*

2 Pursuant to that grant of class-wide bail for the Adelanto detainees, Judge Hatter  
3 thereafter ordered numerous class members released on bail, pending resolution of the  
4 class action. Among those class members, Petitioner Flores filed a bail application on  
5 September 10, 2020, along with various sealed materials regarding his putative health  
6 risks from COVID-19 [*Roman* Dkt. no. 480].

7 On September 11, 2020, Judge Hatter granted Petitioner’s bail application,  
8 providing that he shall be released “pending further order of this Court.” [*Roman* Dkt. no  
9 500] (a copy is attached as Exhibit C to this brief). The Court ruled that:

10 The Court finds that the Class Member has established that his case is  
11 extraordinary, involves special circumstances, and has a high probability of  
12 success. See *Land v. Deeds*, 878 F.2d 318, 318 (9th Cir. 1989); *United*  
13 *States v. Dade*, – F.3d –, 2020 WL 2570354, at \*2 (9th Cir. May 22, 2020).  
14 The Court, further, finds that the Class Member has established, by a  
15 preponderance of the evidence, that he will not be a flight risk, will not be a  
16 danger to public safety, has a stable location to reside while released, and  
17 has transportation available to that stable location.

16 *Id.*

17 Again, it was thus clear that Judge Hatter had retained jurisdiction over the terms  
18 of Petitioner’s release on bail, which he had ordered in connection with the *Roman* class  
19 action. That release was not delegated to other judges, or to “neutral decision makers” of  
20 the class members’ individual preference.

21 Petitioner’s bail order provided that “It is further Ordered that Respondents shall  
22 not arrest or re-detain the Class Member without first obtaining an order from this  
23 Court.” *Id.* Judge Hatter (and not other judges) thus retained the authority to delineate  
24 when the *Roman* Respondents could, and could not, arrest or re-detain Petitioner.

25 The *Roman* class action was then litigated exhaustively for years, generating an  
26 enormous docket. But the COVID-19 epidemic eventually changed for the better, and  
27 came largely under control. Accordingly, the parties ultimately negotiated an extremely  
28 detailed resolution of the dispute, as embodied in a proposed class-wide settlement

1 agreement. Among the many terms that were negotiated and delineated were *extremely*  
2 detailed terms specifying when the class members could be redetained, thereby ending  
3 the prior bar on any redetention set forth in the individual bail orders that Judge Hatter  
4 had issued earlier in the case. *See Roman*, [Dkt. no. 2636-2](#), Settlement Agreement,  
5 Section III, pp. 9-13 (attached as Exhibit A hereto). Furthermore, a specific process for  
6 contesting any such redetentions was also set forth in that Settlement Agreement. *Id.*, pp.  
7 17-19. Finally, the District Court, meaning Judge Hatter, retained continuing jurisdiction  
8 over any such disputes. *Id.*, p. 19.

9 After full class action process, including a public notice and objection procedure,  
10 Judge Hatter approved the Settlement Agreement by order dated June 2, 2025. *See*  
11 *Roman*, [Dkt. no. 2704](#).

### 12 **III. THE INSTANT HABEAS PETITION**

13 On August 21, 2025, Petitioner filed his Petition [[Dkt. 1](#)] and an “*Ex Parte* Motion  
14 for Temporary Restraining Order” [[Dkt. 2](#)]. The Petition alleges that it was brought “to  
15 prevent Respondents .... from unlawfully re-detaining him at a scheduled appearance in  
16 Los Angeles on August 25, 2025, or thereafter, in violation of his due process rights.”  
17 Petition, ¶ 1. The Petition argues that there is not a legitimate reason to re-arrest  
18 Petitioner, and that “due process prohibits Respondents from re-detaining Mr. Yboy  
19 Flores without notice and a hearing, *prior* to any re-detention, at which he would be  
20 afforded the opportunity to advance his arguments as to why his bail would not be  
21 revoked.” Petition, ¶ 8.

22 The Petition alleges that in 2022 he filed a motion to reopen and rescind his  
23 removal order, contending his underlying conviction was invalid. While such  
24 convictions are commonly ‘invalidated’ by state authorities long after the full criminal  
25 sentence is served pursuant to a relatively perfunctory state court process (a process  
26 designed, in part, to defeat federal immigration law), the important part is that on August  
27 22, 2025, the Board of Immigration Appeals (BIA) granted a stay of removal for the  
28 Petitioner. *See* Exhibit B hereto (stay order). Accordingly, the BIA has determined that



1 Petitioner should not be removed until the reopening issue is resolved.

2 Because Petitioner had obtained a stay of removal from the BIA, ICE agreed that  
3 it would not detain him at his upcoming appointment on August 25, 2025. On August 22,  
4 2025, Petitioner therefore withdrew the *Ex Parte* Application [[Dkt. 8](#)]. Petitioner went to  
5 his physical scheduled appointment on August 25, 2025 without incident, and he has not  
6 been arrested since, despite the lack of injunctive relief.

7 The Petition does not identify any other upcoming incidents in which he is likely  
8 to be arrested, nor does it allege why that would plausibly happen given his stay.

### 9 **III. ARGUMENT**

#### 10 **A. Given the BIA’s Grant of a Stay of Removal and the Lack of a** 11 **Proximate Issue, Petitioner Lacks Standing to Assert Speculative and** 12 **Unripe Claims Regarding a Potential Future Redetention**

13 Claims by released immigrants asserting a fear of future redetention have been  
14 split in their results relative to the proximity of redetention. While some District Courts  
15 have found standing where a physical appointment is imminent and no barriers to  
16 redetention are in place, that is different from when redetention is *possible* in the future,  
17 depending on circumstance.

18 Here, the Petition was filed on August 21, 2025. Petitioner has not since been  
19 arrested by ICE (or any other governmental agents, to the Respondents’ knowledge),  
20 despite there being no injunctive relief in place. As discussed above, that is because the  
21 BIA issued a stay of his removal. *See* Exhibit B.

22 Having resolved the actual concrete grievance his Petition had raised, and having  
23 not been arrested afterwards even when no injunctive relief was in place, Petitioner  
24 suggests he nonetheless should now still be able to continue to litigate his claim even  
25 further, so as to secure further injunctive relief going forward. But he does not present  
26 evidence sufficient to establish that he is at any imminent risk of any unlawful arrest.

27 District Courts have rejected claims for injunctive relief by released detainees as  
28 immigration habeas petitions when the threat of unlawful action is unripe and too

1 speculative relative to the current custody circumstances. *See Hai Chieu Dam v. Timothy*  
2 *Robbins et al.*, 2:25-cv-08133-JWH-MAA, “Order Denying Plaintiff’s Application for  
3 Temporary Restraining Order” [[Dkt. 7](#)] (Hon. Judge Holcomb); *J.P. v. Ernesto*  
4 *Santacruz Jr. et al.*, 8:25-cv-01640-FWS-JC, “Order Denying Motion for Preliminary  
5 Injunction Following Order to Show Cause,” [[Dkt. 20](#)] (Hon. Judge Slaughter).

6 Article III of the Constitution requires district courts to adjudicate only actual  
7 cases or controversies. *See U.S. Const. art. III, § 2, cl. 1.* “A suit brought by a plaintiff  
8 without Article III standing is not a ‘case or controversy,’ and an Article III federal court  
9 therefore lacks subject matter jurisdiction over the suit.” *Cetacean Cmty. v. Bush*, [386](#)  
10 [F.3d 1169, 1174](#) (9th Cir. 2004). To establish standing, a plaintiff must show he “(1)  
11 suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the  
12 defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Spokeo,*  
13 *Inc. v. Robins*, [578 U.S. 330, 338](#) (2016). “[A]t an irreducible minimum, Art. III requires  
14 the party who invokes the court’s authority to ‘show that he personally has suffered  
15 some actual or threatened injury as a result of the putatively illegal conduct of the  
16 defendant . . . [.]’” *Valley Forge Christian College v. Americans United for Separation of*  
17 *Church & State, Inc., et al.*, [454 U.S. 464, 472](#) (1982) (quoting *Gladstone, Realtors v.*  
18 *Village of Bellwood*, [441 U.S. 91, 99](#) (1979)). To establish injury in fact, a plaintiff must  
19 show he suffered “an invasion of a legally protected interest” that is “concrete and  
20 particularized” and “actual or imminent, not conjectural or hypothetical.” *Lujan v. Defs.*  
21 *of Wildlife*, [504 U.S. 555, 560](#) (1992) (internal quotations omitted). A plaintiff is  
22 required to show he is “immediately in danger of sustaining some direct injury.” *City of*  
23 *Los Angeles v. Lyons*, [461 U.S. 95, 102](#) (1983).

24 A separate component of the Article III case-or-controversy requirement is  
25 ripeness, *see Bova v. City of Medford*, [564 F.3d 1093, 1095-96](#) (9th Cir. 2009), which,  
26 rather than addressing “*who* is a proper party to litigate a particular matter, [] addresses  
27 *when* that litigation may occur.” *Lee v. Oregon*, [107 F.3d 1382, 1387](#) (9th Cir. 1997)  
28 (emphasis in original). “A claim is not ripe for adjudication if it rests upon contingent

1 future events that may not occur as anticipated, or indeed may not occur at all.” *Texas v.*  
2 *United States*, 523 U.S. 296, 300 (1998) (internal quotation marks and citation omitted).

3 Here, Petitioner essentially seeks a guarantee that he will never be arrested. But  
4 that may not happen regardless of this Petition. He has a motion to reopen on file, and a  
5 stay of removal in place. He has not identified any plausible imminent future situation in  
6 which he would be arrested and redetained. It is *possible* that depending upon how his  
7 removal proceedings is ultimately resolved, he could eventually lose his stay. But that is  
8 not a concrete issue now, and he would be removable in that situation anyways.

9 Any remnant habeas claim is thus not sufficiently concrete at this juncture, nor  
10 ripe, and it should not be litigated in the abstract. If some proximate future dispute arises,  
11 he could file a new habeas petition regarding it. At this juncture, his Petition should be  
12 dismissed without prejudice for being too speculative and unripe.

13 **B. Via the District Court’s Approval of the *Roman* Settlement Agreement,**  
14 **Petitioner Has Already Received Due Process From a Neutral Decision-**  
15 **Maker on the Terms By Which the Government May Redetain Him, as**  
16 **a *Roman* Class Member, Following his Prior Release on Bail**

17 The Petition should also be dismissed because Petitioner fails to identify an  
18 actionable due process violation that he is putatively exposed to. Petitioner suggests that  
19 he is entitled to receive due process attention from a neutral decision maker on whether  
20 and when his release on bail by Judge Hatter should end. But Petitioner *already* received  
21 that due process—from Judge Hatter. Addressing his classwide bail program and the  
22 class members, like Petitioner, who he had ordered released under that program, Judge  
23 Hatter approved the *Roman* Settlement Agreement, which contains detailed provisions  
24 on when future redetention of class members is permissible and when it is not. *See*  
25 *Roman*, Dkt. no. 2636-2, Settlement Agreement, Section III, pp. 9-13 (Exhibit A hereto).  
26 Those terms were established by the Court in fairly exhaustive detail, going page after  
27 page, provision after provision. *Id.*, pp. 9-13.

28 The *Roman* Settlement Agreement further contains provisions for resolving any

1 disputes regarding the redetentions of the released class members. *Id.*, pp. 17-19. Judge  
2 Hatter also retained continuing jurisdiction over the releases. *Id.*, p. 19. The terms of the  
3 *Roman* Settlement Agreement thus replaced and modified the terms of the individual bail  
4 orders issued to the class members, which had provided they were valid and that the  
5 release would continue until there was a further order from the Court on the subject (i.e.,  
6 Judge Hatter *retained* jurisdiction over his own bail orders, rather than simply ordering a  
7 release with no continuing jurisdiction like an Immigration Judge might have done).

8 Petitioner complains that the *Roman* Settlement Agreement does not bar all  
9 potential future redetentions of the *Roman* class members, including him, and so it does  
10 not provide him with all assurances against any potential future immigration arrest and  
11 detention that Petitioner would like to receive. Judge Hatter indeed did not grant  
12 permanent amnesty from future redetention to all class members who he had granted bail  
13 to, but that does not somehow constitute a due process violation. Judge Hatter himself  
14 had originally granted the class-wide bail motion in *Roman* because the COVID-19  
15 pandemic was raging at the time, as was explicitly referenced in his order, and which  
16 was the specific extraordinary circumstance that he cited as providing him authority to  
17 grant the release on bail. *See Roman*, [Dkt. 118](#). The bail program was thus expressly  
18 based on *active real-world* concern with the current COVID-19 circumstances creating a  
19 uniquely extreme contingent health risk at the Adelanto facility, as had been raised in a  
20 certified class action. Judge Hatter did not simply establish an alternative bond process  
21 to the Immigration Court.

22 Several years later, in approving the Settlement Agreement in June of 2025, Judge  
23 Hatter then modified his grant of bail by imposing the detailed terms that delineated  
24 when redetentions of the released class members would be permissible, and how disputes  
25 over such redetention could be resolved. There was thus a further order of the Court on  
26 that subject, just as the bail orders had provided. That determination of the appropriate  
27 limitations on redetentions of *Roman* class members was due process, provided by the  
28 same judge who had ordered the releases on bail in the first place. Furthermore, there

1 was a public notice and objection period for the Settlement Agreement. Petitioner,  
2 although an active individual participant in the *Roman* litigation, did not object.

3 Petitioner argues that other judges might conceivably grant him an even more  
4 elaborate and individualized hearing process, in which he could voice additional reasons  
5 why he—unlike other class members—should not be redetained. He argues that he does  
6 not now have any *outright bar* on his potential future redetention under the terms of the  
7 *Roman* Settlement Agreement, and therefore he could be arrested in the future. But that  
8 does not countermand the fact that Petitioner had been released from detention by grant  
9 of bail *pending resolution of the class action*, which Judge Hatter resolved by approving  
10 the Settlement Agreement. This is not a case where one judge had ordered release,  
11 without retaining jurisdiction, and then years later the government—with no further  
12 involvement or consideration from the judge who had ordered the release, or any other  
13 judge—redetains them. Here, Judge Hatter expressly retained jurisdiction over  
14 Petitioner’s release on bail, including authority to later consider the scope of its  
15 permissible termination and delineate the appropriate limitations on rearrests by  
16 resolving the active class action, which is what he did.

17 Petitioner cannot misuse habeas jurisdiction to make an end-run around that  
18 process by taking all the upside he received by the class-action—his release on bail  
19 pursuant to the grant of a class-wide bail motion based on extreme prevalent COVID-19  
20 risk—while rejecting any downside—that this was in fact a specific delineated bail  
21 process in connection with a class action that the District Court had always retained  
22 authority to later end under specified conditions, pursuant to a class-action procedure,  
23 which is what happened.

24 Petitioner’s effort to negate the specific conditions set by the District Court in  
25 *Roman* under which released class members may be redetained should be rejected.

#### 26 **IV. CONCLUSION**

27 The Petition should be dismissed without prejudice.  
28

1 Dated: September 24, 2025

Respectfully submitted,

2 BILAL A. ESSAYLI  
Acting United States Attorney  
3 DAVID M. HARRIS  
Assistant United States Attorney  
4 Chief, Civil Division  
5 DANIEL A. BECK  
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6 Chief, Complex and Defensive Litigation Section

7 /s/ Daniel A. Beck  
8 DANIEL A. BECK  
Assistant United States Attorney

9 Attorneys for Respondents

10  
11 **CERTIFICATE OF COMPLIANCE WITH L.R. 11-6.2**

12 The undersigned, counsel of record for the Respondents, certifies that the  
13 memorandum of points and authorities contains 3,531 words, which complies with the  
14 word limit of L.R. 11-6.1.

15 /s/ Daniel A. Beck  
16 DANIEL A. BECK  
Assistant United States Attorney

17 Attorneys for Respondents