

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

DALILA YEEND and)	
BOUNNAM PHIMASONE,)	
Plaintiffs,)	
v.)	CIVIL ACTION NO.: <u>1:20-cv-1281 (TJM/CFH)</u>
)	
AKIMA GLOBAL SERVICES, LLC,)	
a/k/a AGS,)	
Defendant.)	
)	
)	

DECLARATION OF LAURA MITCHELL

Pursuant to 28 U.S.C. § 1746, I, Laura Mitchell, make the following declarations:

1. I am over 18 years of age and competent to give testimony. I am located in Herndon, VA where I make this Declaration.

2. I am currently employed by Akima Global Services, LLC. (“AGS”) as President, and have held this position since August 20, 2012. In this role, I am responsible for company growth, executive oversight of all contract operations, and company profit and loss. As such, I am familiar with AGS’ current and historical operations.

3. I am competent to testify to all of the facts stated in this Declaration either through personal knowledge or my review of records kept in the ordinary course of business. All records which I have reviewed for purposes of this Declaration were made at or near the time of the events or conditions by or from information transmitted by a person with knowledge.

4. As President, I have access to AGS’ business records, including records relating to AGS’ corporate information, AGS’ contract with the United States government for services provided at the Buffalo Federal Detention Facility (“BFDF”), and information concerning detainees held at BFDF.

5. AGS is a limited liability company incorporated under the laws of Alaska, with its headquarters and principal place of business in Herndon, Virginia. AGS is a wholly owned subsidiary of Akima, LLC, which is a limited liability company organized under the laws of Alaska with its headquarters and principal place of business located in Herndon, Virginia.

6. Akima, LLC is a wholly owned subsidiary of NANA Regional Corporation, which is a corporation organized under the laws of Alaska with its headquarters and principal place of business located in Anchorage, Alaska. NANA Regional Corporation is the sole owner of Akima, LLC.

7. Since 2014 the contract (the “Contract”) with the Department of Homeland Security, U.S. Immigration and Customs Enforcement (“ICE”), AGS has provided detention management support services for BFDF.

8. The scope of services which AGS provides at the BFDF is expressly defined by the terms of the Contract. The Contract provides that AGS “shall perform” all services in accordance with specified federal standards, including ICE’s Performance Based National Detention Standards (“PBNDS”) and other federal standards for DHS detention facilities, including the American Correctional Association Standards and National Commission on Correctional Health Care Standards. The Contract also requires AGS to comply with all post orders and general directives and BFDF policies, all of which are drafted and promulgated by ICE.

9. The Contract requires detainees to be provided the opportunity to participate in the Voluntary Detainee Work Program (the “Program”). According to the PBNDS, the Program is aimed at reducing any “negative impact of confinement . . . through decreased idleness, improved morale and fewer disciplinary incidents” and provides detainees with the opportunity “to work and earn money while confined.”

10. A detainee's eligibility for the Program is dependent upon the detainee's classification under ICE standards, which are determined by ICE. Likewise, ICE set the Program's budget, defined the daily rate for detainees who opted to participate in the Program, established specific work details for the Program, and provided necessary equipment and tools for the Program.

11. The Contract requires AGS to provide training and limited oversight services relating to the Program.

12. The Contract provides a limited budget specifically earmarked for the Program and expressly states that "Detainees earn \$1.00 per day." These funds are kept in a detainee's account and can be used to purchase items at BFDF's commissary; any unused amounts are paid out to the detainee upon his or her release.

13. The Contract states that any profits generated from commissary sales are required to be deposited in a "Health and Welfare Fund" which is used to procure goods and services that benefit the general detainee population at BFDF, including televisions, computers, printers, movies, and sports equipment. According to the Contract, ownership of such property transfers to ICE – not AGS – at the time of delivery or installation at BFDF. Upon the Contract's completion, any remaining funds are transferred to the U.S. Treasury or a future contractor at ICE's discretion.

14. The Contract expressly requires all AGS employees working at BFDF to be citizens of the United States.

15. According to records kept in the ordinary course of AGS's business, Dalila Yeend was detained at BFDF from July 2018 through August 16, 2018 and participated in the Program during her time in ICE custody.

16. According to records kept in the ordinary course of AGS's business, Bounnam Phimasone was detained at BFDF from September 2018 through August 6, 2019 and participated in the Program during his time in ICE custody.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury, under the laws of the United States of America and the State of Virginia, that the foregoing is true and correct.

EXECUTED this 16 day of October, 2020 in Herndon, Virginia.


LAURA MITCHELL