

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

PENNSYLVANIA FEDERATION OF	:	Civil No. 1:99-CV-1791
SPORTSMEN’S CLUBS, INC., <i>et al.</i>,	:	
	:	JUDGE SYLVIA H. RAMBO
Plaintiffs,	:	
	:	
v.	:	
	:	
JOHN QUIGLEY, Secretary	:	
Pennsylvania Department of	:	
Environmental Protection, <i>et al.</i>,	:	
	:	
Defendants.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Plaintiffs (Pennsylvania Federation of Sportsmen’s Clubs, Inc.; Sierra Club, Pennsylvania Chapter; Pennsylvania Trout, Inc.; Center for Coalfield Justice; and Mountain Watershed Association), and the Federal Defendants (the Secretary of the United States Department of the Interior, and the Director of the Office of Surface Mining Reclamation and Enforcement). The Plaintiffs also are entering into a separate settlement agreement with the State Defendant (the Acting Secretary of the Pennsylvania Department of Environmental Protection). Throughout this Settlement Agreement, the Plaintiffs, the State Defendant, and the Federal Defendants will be referred to collectively as the “Settling Parties.”

I. BACKGROUND

A. On October 13, 1999, Plaintiffs Pennsylvania Federation of Sportsmen's Clubs, Inc., *et al.*, commenced this action by filing a Complaint in the United States District Court for the Middle District of Pennsylvania (District Court) against the Secretary of the Pennsylvania Department of Environmental Protection (the State Defendant), and the Federal Defendants – the Secretary of the United States Department of the Interior, and the Director of the Office of Surface Mining Reclamation and Enforcement.

B. The Complaint alleged that the State Defendant and the Federal Defendants had failed to fulfill nondiscretionary duties under the Surface Mining Control and Reclamation Act (SMCRA), 30 U.S.C. §§ 1201-1328, concerning Pennsylvania's "bonding program" under SMCRA, which must provide financial assurance that the approved reclamation plan for each coal mine regulated under SMCRA's permanent regulatory program will be completed.

C. By a Memorandum and Order dated July 6, 2000, the District Court granted in part and denied in part the State Defendant's Motion to Dismiss, and granted the motions to intervene of three Intervenor-Defendants, the Pennsylvania Coal Association,¹ the Pennsylvania Anthracite Council, and ARIPPA.

¹ In 2012, the Pennsylvania Coal Association merged with Families Organized to Represent the Coal Economy to form the Pennsylvania Coal Alliance.

D. Pursuant to the collateral order doctrine, the State Defendant appealed to the United States Court of Appeals for the Third Circuit (Court of Appeals) the portion of the District Court's July 6, 2000 Order partially denying the State Defendant's assertion of immunity from suit under the Eleventh Amendment to the United States Constitution.

E. By a Memorandum and Order dated November 13, 2000, the District Court granted in part and denied in part the Plaintiffs' Motion for Reconsideration, and granted the Plaintiffs' Motion for Certification of Order for Interlocutory Appeal.

F. By an Order dated March 7, 2001, the Court of Appeals granted the Plaintiffs' Petition for Permission to Appeal the District Court's partial granting of the State Defendant's Motion to Dismiss asserting immunity from suit under the Eleventh Amendment.

G. After consolidating the two appeals and hearing argument, the Court of Appeals issued an Opinion and Order on July 24, 2002 holding that the Eleventh Amendment barred the assertion of Counts 1 through 6 of the Complaint against the State Defendant's in federal court, but that the claims against the State Defendant in Counts 7 and 8 of the Complaint were not barred by the Eleventh Amendment and could be adjudicated by the District Court. *Pennsylvania Federation of Sportsmen's Clubs v. Hess*, 297 F.3d 310 (3d Cir. 2002).

H. The Court of Appeals denied the Plaintiffs' Petition for Rehearing En Banc by an Order dated October 1, 2002.

I. In 2003, the federal Office of Surface Mining Reclamation and Enforcement (OSM) took two administrative actions related to the matters at issue in this case:

i. By a letter dated June 12, 2003, OSM terminated an October 1, 1991 "Part 732" letter that had notified Pennsylvania, pursuant to 30 C.F.R. § 732.17(c)-(e), (f)(1), that it was required to amend its regulatory program under SMCRA in order to correct deficiencies in its bonding program.

ii. A final rule published on October 7, 2003, 68 Fed. Reg. 57805 (Oct. 7, 2003), that deleted the regulatory program amendment requirement codified in 1991 at 30 C.F.R. § 938.16(h).

J. On December 8, 2003, the Plaintiffs filed a separate action before the District Court, *Pennsylvania Federation of Sportsmen's Clubs, et al. v. Norton, et al.*, Docket No. 1:CV-03-2220 (M.D. Pa.), seeking judicial review of the two agency actions identified in the preceding paragraph.

K. In the instant case, by a Memorandum and Order dated February 13, 2004, the District Court granted the Plaintiffs' "Motion for Stay Pending Resolution of Judicial Review Proceeding at Docket No. 1:CV-03-2220."

L. In the judicial review proceeding at Docket No. 1:CV-03-2220, by a Memorandum and Order issued on February 1, 2006, the District Court granted summary judgment in favor of the defendants in that case (the Secretary of the Interior, and the Director and Regional Director of OSM) and upheld the two challenged actions of OSM. *Pennsylvania Federation of Sportsmen's Clubs v. Norton*, 413 F. Supp. 2d 358 (M.D. Pa. 2006). The Plaintiffs appealed the District Court's judgment to the Court of Appeals, which, on August 2, 2007, reversed the District Court's judgment with respect to the two counts under appeal and directed the District Court to set aside the two agency actions at issue in that case. *Pennsylvania Federation of Sportsmen's Clubs v. Kempthorne*, 497 F.3d 337 (3d Cir. 2007) (*Kempthorne*).

M. At the request of the Settling Parties, since the Court of Appeals issued its decision in *Kempthorne*, the instant case has been stayed pending the commencement and completion of two related administrative proceedings before OSM to amend the Pennsylvania regulatory program under SMCRA.

N. The first of these program amendment proceedings began with Pennsylvania's submission of an extensive program amendment known as the "ABS Program Amendment" in August 2008, *see* 74 Fed. Reg. 2005 (Jan. 14, 2009), and concluded with OSM's publication of a final rule on August 10, 2010 partially approving and partially disapproving the ABS Program Amendment, *see*

75 Fed. Reg. 48526 (Aug. 10, 2010). Among other things, OSM's August 10, 2010 final rule:

- i. Approved, pursuant to 30 U.S.C. § 1259(c), as part of Pennsylvania's approved regulatory program under SMCRA:
 - a. Pennsylvania's Conversion Assistance Program and Land Reclamation Financial Guarantees as alternative financial assurance mechanisms for guaranteeing land reclamation; and
 - b. Pennsylvania's use of trust funds under 52 P.S. § 1396.4b as alternative financial assurance mechanisms for guaranteeing the treatment of post-mining discharges in perpetuity.
- ii. Approved, as part of Pennsylvania's approved regulatory program under SMCRA, regulations adopted by Pennsylvania in 2008 that:
 - a. define the term "ABS Legacy Sites" as set forth in Paragraph 7 of this Settlement Agreement, below;
 - b. create a separate subaccount within Pennsylvania's Surface Mining Conservation and Reclamation Fund called the "Reclamation Fee O&M Trust Account," which may be used solely to pay the construction costs and operation and

maintenance costs associated with treating postmining
pollutional discharges at ABS Legacy Sites, *see* 25 Pa. Code §§
86.17(e)(1) & 86.187(a)(1); and

c. create another separate subaccount within
Pennsylvania's Surface Mining Conservation and Reclamation
Fund called the "ABS Legacy Sites Trust Account," which,
upon being determined to be "actuarially sound," will replace
the Reclamation Fee O&M Trust Account as the source of
funding used by the Department to pay the construction costs
and operation and maintenance costs associated with treating
postmining pollutional discharges at ABS Legacy Sites, *see* 25
Pa. Code §§ 86.17(e)(6), 86.187(a)(2).

O. As required by OSM's August 10, 2010 final rule, Pennsylvania
initiated the second program amendment proceeding by submitting a proposed
program amendment to OSM on October 1, 2010, *see* 76 Fed. Reg. 6587 (Feb. 7,
2011). After twice reopening the comment period in response to supplemental
submissions, *see* 76 Fed. Reg. 64048 (Oct. 17, 2011); 78 Fed. Reg. 11617 (Feb. 19,
2013), OSM published a final rule on September 17, 2015, *see* 80 Fed. Reg. 55746
(Sept. 17, 2015), which approved Pennsylvania's October 1, 2010 program
amendment, as supplemented.

P. Since the filing of the Complaint in this matter, a number of significant changes have been made to the provisions of Pennsylvania's bonding program under SMCRA, and to the implementation of that bonding program.

Those changes include, but are not limited to:

- i. beginning in 2001, the implementation of a "conventional" or "full cost" bonding system for all Pennsylvania coal mining operations regulated under SMCRA, and the related discontinuation of the "alternative bonding system" (ABS) formerly applicable to three categories of coal mining operations;
- ii. the establishment, initially using an appropriation of \$7 million by Pennsylvania in 2001, *see* Act of June 22, 2001, P.L. 979, No. 6A, § 213, of a program to assist mine operators satisfy full cost bonding requirements by allowing them to obtain sum-certain Land Reclamation Financial Guarantees in exchange for annual fees;
- iii. the amendment of Pennsylvania's bond adjustment regulation, 25 Pa. Code § 86.152(a), to make adjustment of the reclamation bond amount mandatory (rather than, as previously, discretionary) where the costs of completing the reclamation plan have changed;

- iv. beginning in 2001, annually updating and publishing the bond rate guidelines used in calculating the required amount of reclamation bonds, *see, e.g.*, 46 Pa. Bull. 1280-83 (March 5, 2016);
- v. replacing a definite period (e.g., 50 years) with an infinite (perpetual) duration in calculating the dollar amount of financial guarantees for the treatment of pollutional post-mining discharges from mines regulated under SMCRA;
- vi. reaching more than one hundred (100) agreements with mine operators requiring the posting of a bond or establishment of a trust fund intended to guarantee the perpetual treatment of post-mining discharges;
- vii. as recounted in Paragraph N, above, the adoption and approval of the ABS Program Amendment,
- viii. as recounted in Paragraph O, above, the adoption and approval of the October 1, 2010 Program Amendment;
- ix. since 2008, the completion of land reclamation on more than forty (40) ABS bond forfeiture sites, funded in part by an appropriation of \$5.5 million by Pennsylvania in 2001;
- x. since 2008, the construction or installation of at least sixteen (16) mine drainage treatment systems on ABS Legacy Sites;
- xi. satisfying both:

a. Pennsylvania's OSM's October 1, 1991 Part 732 notification letter to the Department; and

b. 30 C.F.R. § 938.16(h), which was originally codified in 1991, 56 Fed. Reg. 24687, 24719 (May 31, 1991), amended in 2010, 75 Fed. Reg. 48526, 48547 (Aug. 10, 2010), and removed and reserved in 2015, 80 Fed. Reg. 55746, 55751 (Sept. 17, 2015).

Q. Many of the developments in Pennsylvania's bonding program under SMCRA set forth in the preceding paragraph, along with additional developments not recounted above, occurred during, and were facilitated by, stays of the instant case granted by the District Court.

R. The State Defendant is Patrick McDonnell, the Acting Secretary of the Pennsylvania Department of Environmental Protection (Department), which is the agency with the duty and authority to administer and enforce the coal mining regulatory program for Pennsylvania approved under SMCRA.

S. The Plaintiffs and the Federal Defendants (collectively, the Signatory Parties) agree that this Settlement Agreement has been negotiated in good faith, that settlement of this matter will avoid further litigation, and that this Settlement Agreement is fair, reasonable, and in the public interest.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, it is hereby agreed as follows:

II. JURISDICTION AND VENUE

1. The District Court has jurisdiction over the claims set forth in Counts 7 through 11 of the Complaint in this action under 30 U.S.C. § 1270(a) and 28 U.S.C. § 1331.

2. Venue is proper in the Middle District of Pennsylvania under 30 U.S.C. § 1270(c) and 28 U.S.C. § 1391(e).

III. PARTIES BOUND

3. This Settlement Agreement is binding on the Signatory Parties – the Plaintiffs and the Federal Defendants.

4. The Plaintiffs are:

a. Pennsylvania Federation of Sportsmen’s Clubs, Inc., a statewide organization formed in 1932 that currently represents approximately 200 clubs and 70,000 members and has, as its mission, “[t]o provide a statewide, unified voice for the concerns of all sportsmen and conservationists, to insure their rights and interests are protected, and to protect and enhance the environment and our natural resources.”

b. Sierra Club, Pennsylvania Chapter, a chapter of the Sierra Club, which is a nonprofit corporation organized and existing under the laws of the State of California that has, as its mission, “to explore, enjoy, and protect the wild places of the earth; to practice and promote the responsible use of the

earth's ecosystems and resources; to educate and enlist humanity to protect and restore the quality of the natural and human environments; and to use all lawful means to carry out these objectives." The Pennsylvania Chapter has approximately 25,000 members organized into ten area groups that cover the entire state.

c. Pennsylvania Trout, Inc., also known as the Pennsylvania Council of Trout Unlimited, Inc. (PATU), a non-profit organization with more than 12,000 members in 48 local chapters in Pennsylvania that is the Pennsylvania council of the national organization Trout Unlimited. PATU's mission is "[t]o conserve, protect, restore and sustain Pennsylvania's coldwater fisheries and their watersheds, especially our wild trout resources."

d. Center for Coalfield Justice (CCJ), a non-profit Pennsylvania corporation that is the successor to the original Plaintiff, Tri-State Citizens Mining Network, Inc. (Tri-State). Tri-State was founded in 1994 as an unincorporated association and was incorporated as a non-profit Pennsylvania corporation in 1999. By amendment of its articles of incorporation, Tri-State became CCJ in March 2007. CCJ is a member-based organization with more than one thousand members residing or in or based in Pennsylvania. The mission of CCJ is "to improve policy and

regulations for the oversight of fossil fuel extraction and use; to educate, empower and organize coalfield citizens; and to protect public and environmental health.”

e. Mountain Watershed Association, Inc. (MWA), a non-profit, community-based Pennsylvania corporation with more than 1,200 members that is “dedicated to protecting, preserving and restoring the Indian Creek and greater Youghioghney River watersheds” by “pursu[ing] on-the-ground restoration of past damage while also advocating on local issues (primarily coal and shale gas extraction) as well as regional and national issues that have a local impact.”

5. The members of the Plaintiff organizations derive recreational, aesthetic, and economic benefits from the lands and waters of Pennsylvania, and the Plaintiff organizations and their members have participated in and contributed resources to projects designed to protect, restore, or improve those lands and waters. The efforts of the Plaintiff organizations to promote protection of Pennsylvania’s environment and natural resources also have included advocacy of legislative, administrative, and judicial actions to require adequate reclamation of coal mines and prevention of mine-related water pollution.

6. The Federal Defendants are:
 - a. S. M. R. “Sally” Jewell, the Secretary of the United States Department of the Interior (Interior), which is the agency that has the responsibility to administer SMCRA and to approve and oversee the implementation of state regulatory programs adopted pursuant to SMCRA; and
 - b. Joseph G. Pizarchik, the Director of OSM, which is the bureau through which Interior administers SMCRA.

IV. SUBSTANTIVE PROVISIONS

7. The separate settlement agreement between the Plaintiffs and the State Defendant requires the State Defendant to submit to OSM a proposed amendment to the approved Pennsylvania regulatory program under SMCRA. With respect to this program amendment submission, the Federal Defendants shall ensure that:
 - a. the proposed program amendment is reviewed and processed in accordance with the applicable provisions of SMCRA and 30 C.F.R. pt. 732; and
 - b. final action on the proposed program amendment is completed within seven months after receipt of the proposed program amendment, in accordance with 30 C.F.R. § 732.17(h)(13).

V. COSTS OF LITIGATION

8. As part of the settlement of this matter, in the interests of judicial economy, and in order to minimize the amount of attorney time devoted to preparing and responding to a formal motion for costs of litigation under Section 520(d) of SMCRA, 30 U.S.C. § 1270(d), and associated legal argument, the Settling Parties entered into negotiations over the issue of costs of litigation without the filing of a formal motion by the Plaintiffs. The Settling Parties believe that it is in the interests of judicial economy to avoid litigating a motion for costs of litigation, which also avoids diverting agency resources to such litigation.

9. In the interests of the public, the Settling Parties, and judicial economy, the Settling Parties have agreed that the State Defendant and the Federal Defendants shall pay to Plaintiffs the total amount of Five Hundred and Eighty Five Thousand Six Hundred and One Dollars and Six Cents (\$585,601.06).

10. The Federal Defendants shall contribute the amount of Two Hundred and Five Thousand Forty Eight Dollars and Three Cents (\$205,048.03) toward the lump sum total of Five Hundred and Eighty Five Thousand Six Hundred and One Dollars and Six Cents (\$585,601.06) in full and complete satisfaction of any and all claims, demands, rights, and causes of action against them pursuant to Section 520(d) of SMCRA, 30 U.S.C. § 1270(d), and/or any other statute and/or common

law theory, for all attorneys' fees and costs incurred by Plaintiffs, individually and/or severally, in this action.

a. The Federal Defendants shall make the payment of \$205,048.03 by electronic funds transfer within ninety (90) days of the date of this Settlement Agreement. Counsel for the Plaintiffs will provide the necessary information to counsel for the Federal Defendants to effectuate the transfer.

b. Receipt of this payment from the Federal Defendants shall operate as a release of any and all claims for attorneys' fees and costs that Plaintiffs may seek to pursue against the Federal Defendants with respect to any aspect of this action through the date on which this Settlement Agreement is executed.

11. Plaintiffs reserve the right to seek additional costs of litigation, including attorneys' fees, incurred subsequent to the execution of this Settlement Agreement arising from Plaintiffs' need to enforce the terms of this Settlement Agreement or any order of the District Court incorporating any terms of this Settlement Agreement. The Federal Defendants reserve the right to oppose any such request.

VI. EFFECT OF SETTLEMENT AGREEMENT

12. Nothing in this Settlement Agreement relieves the Federal Defendants of any obligation or right to act in a manner consistent with applicable federal, state or local law.

13. Except as set forth in this Settlement Agreement, nothing in this Settlement Agreement shall be construed as an admission of any issue of fact or law.

14. Except as set forth in this Settlement Agreement, each Signatory Party retains any and all rights, claims or defenses it otherwise may have.

15. No provision of this Settlement Agreement shall be interpreted as or constitute a commitment or requirement that the Federal Defendants, or any department, agency or instrumentality of the United States of America, obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

16. Nothing in this Settlement Agreement shall bind, obligate, or otherwise create any rights of duties applicable to or enforceable by, or impose any conditions or limitations upon, any person or entity that has not signed this Settlement Agreement, nor shall this Settlement Agreement be construed to make any such person or entity a third-party beneficiary of this Settlement Agreement.

VII. SOVEREIGN IMMUNITY

17. The Federal Defendants will not assert sovereign immunity to prevent enforcement of this Settlement Agreement.

VIII. SEVERABILITY

18. If any provision of this Settlement Agreement is declared invalid or unenforceable, the remaining provisions shall continue in effect.

IX. ENTIRE AGREEMENT

19. This Settlement Agreement constitutes and contains the entire agreement among the Signatory Parties with respect to the subject matter hereof and merges and supersedes prior negotiations, understandings, agreements, representations and warranties among the Signatory Parties.

X. MODIFICATION

20. This Settlement Agreement may not be amended or modified except in writing by the Signatory Parties.

XI. CAPTIONS AND HEADINGS

21. The captions or headings appearing in this Settlement Agreement are for convenience of reference only and in no way define, limit, or affect the scope or substance of any provision of this Settlement Agreement.

XII. NO WAIVER

22. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any provision of this Settlement Agreement, shall not

be a waiver of that provision by that party or estop that party from asserting fully any and all of its rights under this Settlement Agreement, or as to any subsequent violation of this Settlement Agreement.

XIII. JOINT DRAFTING

23. It is hereby expressly understood and agreed that this Settlement Agreement was jointly drafted by Plaintiffs and the Federal Defendants. Accordingly, the Signatory Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Settlement Agreement.

XIV. NOTICES AND CORRESPONDENCE

24. Any notice or correspondence required or provided for by this Settlement Agreement shall be in writing, via electronic mail, overnight delivery, or first-class mail, and sent to each of the following counsel (or to any new or additional address of the Signatory Parties' counsel provided via notice served in accordance with this paragraph):

a. For the Plaintiffs:

Kurt J. Weist, Senior Attorney
Citizens for Pennsylvania's Future
610 North Third Street
Harrisburg, PA 17101-1113
E-mail: weist@pennfuture.org

b. For the Federal Defendants:

Guillermo A. Montero
Assistant Chief
United States Department of Justice
Natural Resources Section
P.O. Box 7611
Washington, D.C. 20044
E-mail: guillermo.montero@usdoj.gov

Alternate address for non-U.S. Postal Service deliveries:
601 D Street, NW
Room 3128
Washington, D.C. 20004

Steven C. Barclay
U.S. Department of the Interior
Office of the Solicitor
Three Parkway Center, Room 385
Pittsburgh, PA 15220
E-mail: Steven.Barclay@sol.doi.gov

XV. NOTICE AND OPPORTUNITY TO CURE

25. In the event any of the Signatory Parties believes another Signatory Party has breached its obligations under this Settlement Agreement, the party alleging breach shall provide the allegedly breaching party written notice outlining the nature of the alleged breach. The party receiving the notice will have thirty (30) days from receipt of the notice to cure the alleged breach.

26. No motion or other proceeding seeking to enforce this Settlement Agreement or any order of the District Court incorporating any terms of this Settlement Agreement, or for contempt of Court, shall be properly filed unless the

moving party has provided the written notice and 30-day opportunity to cure as set forth in the preceding paragraph.

XVI. TERMINATION OF THIS ACTION

27. The Signatory Parties agree that, within five (5) days of the later of:

- a) the State Defendant fulfilling his obligations under Paragraphs 5 and 8 of the separate settlement agreement between the Plaintiffs and the State Defendant; or
- b) this Settlement Agreement being fully executed, they, together with the State Defendant, will sign and submit to the District Court a joint stipulation of settlement and dismissal of this action with prejudice pursuant to Fed. R. Civ. P. 41(a)(2), which shall be conditioned on the incorporation of the numbered paragraphs of this Settlement Agreement into the order of the District Court dismissing this action.

XVII. COUNTERPARTS

28. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Settlement Agreement by facsimile, or by electronically scanning and emailing an executed counterpart signature page, while not specifically required, will be acknowledged as being equally as effective as delivery of a manually executed counterpart of this Settlement Agreement. The use of a signature page received by

facsimile, or through an electronic scan and email, shall not affect the validity, enforceability, or binding effect of this Settlement Agreement.

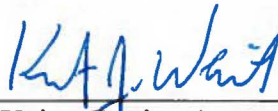
XVIII. CERTIFICATION

29. The undersigned representatives of each Signatory Party certify that they are fully authorized by the party (or parties) they represent to consent to this Settlement Agreement.

THE UNDERSIGNED PARTIES enter into this Settlement Agreement in the matter of *Pennsylvania Federation of Sportsmen's Clubs, Inc., et al. v. John Quigley, et al.*, Civil No. 1:99-cv-1791 (M.D. Pa).

FOR THE PLAINTIFFS:

Dated: 1/17/2017



Kurt J. Weist, Senior Attorney
State Bar ID Number PA 48390
Citizens for Pennsylvania's Future
610 North Third Street
Harrisburg, PA 17101
Tel. (717) 214-7920
Fax (717) 214-7927
weist@pennfuture.org

FOR THE FEDERAL
DEFENDANTS:

JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources
Division

Dated: 1/17/2017



Guillermo A. Montero, Assistant Chief
Bar No: MA 660903
United States Department of Justice
Natural Resources Section
P.O. Box 7611
Washington, D.C. 20044-
Tel. (202) 305-0443
Fax (202) 305-0506
guillermo.montero@usdoj.gov