

June 1, 2021

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Key Recycling, LLC v. Reclim, LLC
Docket No. C-2020-3021125
Exceptions of Key Recycling, LLC

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Exceptions of Key Recycling to the Initial Decision in the above-referenced proceeding. Copies have been served in accordance with the Certificate of Service.

Should you have any questions, please do not hesitate to contact me.

Sincerely yours,



James H. Cawley
PA No. 6896
(717) 439-8776

cc: Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Key Recycling, LLC,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2020-3021125
	:	
Recleim, LLC,	:	
Respondent	:	

CERTIFICATE OF SERVICE

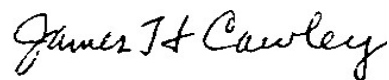
I hereby certify that I have this day served a true copy of the foregoing Exceptions of Key Recycling to the Initial Decision, in the manner and upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

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Dated: June 1, 2021

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PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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Reclim, LLC,	:	
Respondent	:	

EXCEPTIONS OF KEY RECYCLING, LLC

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Date: June 1, 2021

INTRODUCTION

This case concerns issues vital to the integrity of the Commission's implementation of Sections 2806.1 and 2806.2 of Act 129 of 2008, 66 Pa.C.S. §§ 2806.1 & 2806.2.

To fulfill its Act 129 Phase III Energy Efficiency and Conservation (EE&C) Plan, PPL Electric Utilities (PPL), for its appliance recycling program, contracted with CLEAResult Consulting, Inc. (CLEAResult) to be its primary Conservation Service Provider (CSP) which in turn contracted with Recleim, LLC (Recleim) as a secondary CSP to perform the de-manufacturing and recycling of used appliances. Recleim in turn contracted with Key Recycling, LLC (Key) as a tertiary CSP to collect, record appliance data, and transport the appliance units to Recleim's recycling facilities.

UGI Utilities, Inc. - Electric (UGI Electric) as a voluntary EE&C program participant, contracted directly with Recleim which subcontracted as described with Key.

Key performed the same functions as a Recleim subcontractor for the appliance recycling programs of PPL, UGI Electric, and for all participating public utilities under the Energy Efficiency Program administered by the New Jersey Board of Public Utilities under a single contract with Recleim entered into in 2016 at the beginning of Act 129 Phase III which required Key to make substantial financial outlays and commitments to hire employees, acquire vehicles, lease land and warehouse space in Pottstown and York, PA, and to maintain insurance policies.

Recleim performed its obligations under the contract until early 2018 when it began missing payments and making only untimely partial payments to Key while Key continued to perform fully. When the payment arrearages approached \$480,000 and Key learned that CLEAResult had made timely monthly payments to Recleim throughout the period, including

regular sums intended for Recleim's payment of Key for its services, Key terminated the contract by its terms on June 30, 2020.

Thereafter, rather than trying to come to terms with Key, Recleim instead surreptitiously attempted to perform Key's functions by hiring truck drivers without adequate training to perform appliance collection, data gathering, and transportation of used appliances in both Pennsylvania and New Jersey. To the extent that unit data was gathered at all and ultimately reported to the Statewide Evaluator and the Commission for Plan Year 5 of Phase III compliance purposes, it was inaccurate or purely fictional. Rather than being de-manufactured and their contents properly recycled, the units were re-sold as is. Complaint ¶¶ 30.

After months passed without Recleim answering Key's Complaint (despite a notice to plead and urgings by the Office of Administrative Law Judge), and with no entry of appearance of counsel for Recleim, Key filed a Motion for Default Judgment requesting a *measured* response by the Commission given the grave and unprecedented implications of Recleim's behavior for the integrity of Act 129's EE&C statutory scheme as implemented by the Commission:

Key Recycling respectfully requests that the Commission take the following actions:

- A. Begin an investigation and audit of Recleim's receipt and disposition of payments for its services under its contracts with CLEAResult and UGI Electric, including Recleim's obligations under its subcontract with Key, to ensure that Act 129 Phase III is functioning as intended and that no fraud or abuse has occurred or is occurring.
- B. Thereafter, if appropriate, suspend Recleim's CSP registration and order Recleim to take such actions as are required to ensure that Act 129 Phase III is functioning as intended and that no fraud

or abuse has occurred or is occurring, including requiring Recleim to make full and prompt payment of amounts due and owing to all of Recleim's subcontractors and vendors for their work performed in furtherance of PPL's and UGI Electric's EE&C Plans;

- C. Revoke Recleim's CSP registration if Recleim fails to comply with the Commission's order;
- D. Grant such other relief it deems appropriate.

Complaint ¶ 10.

When Recleim once again failed to answer Key's motion after proper service and notice and further failed to retain legal counsel to enter an appearance on behalf of the company, Administrative Law Judge Darlene Heep canceled the scheduled evidentiary hearing and rendered an Initial Decision (ID) that was served on the parties on May 11, 2021.

The ID granted in part and denied in part Key's motion by revoking Recleim's registration as a CSP because of its behavior demonstrating that it no longer meets the technical and financial fitness requirements for certification as a CSP (reserving the right of Recleim to submit a new Registration Application) (ID at 8-9, Finding of Fact 19, Conclusions of Law 6 & 7, Ordering ¶¶ 3 & 4) but denying and dismissing Key's "claims of breach of contract" (ID at 9, Conclusion of Law 3, Ordering ¶ 2). Ordering ¶ 3 sustains all other claims without elaboration.

I. EXCEPTION

Exception: The ID Errs By Concluding That Key Claimed A Breach Of Contract And Sought An Award Of Damages, When Key Instead Invoked The Commission’s Express Authority Under Sections 501, 2806.1, And 2806.2 And Its Implied Authority Necessary To The Effectuation Of Its Expressed Statutory Mandates To Preserve The Integrity Of Its Act 129 Energy Efficiency And Conservation Program Implementation And To Benefit Incidentally From The Commission’s Actions.

After quoting verbatim what Key actually sought as relief (ID at 5-6), the ID concludes that:

The Commission does not have jurisdiction over what are essentially breach of contract claims between parties. Therefore, this decision does not address issues of reimbursement, outlays, and breach of contract. However, the Commission has regulatory authority over those entities granted authority to operate by the Commission, such as registered CSPs. ... The breach of contract claims raised in the Complaint will be dismissed for lack of jurisdiction.

ID at 9 (citations omitted).

A. Key Did Not Claim A Breach of Contract And Seek For Itself An Award of Damages, And Reclim’s CSP Registration Should Not Be Revoked As An Initial And Final Commission Action.

Contrary to the conclusion in the ID that Key claimed a breach of contract and sought an award of damages, Key instead sought a *measured* response to Reclim’s actions. The ID errs by concluding that Key sought an outright award of damages for itself and only itself, when it sought instead regulatory actions to discover what occurred and administrative insistence that all EDC-CSP-contractor agreements be fully performed to ensure successful completion of Act 129 Phase III. All parties that contracted with Reclim, and not just Key, would benefit directly or indirectly from such an approach.

It bears emphasis that Key did not seek to have the Commission interpret the terms of the individual contracts between Reclim and CLEAResult, UGI Electric, and Key but to

insist, *principally to ensure the overall integrity and success of the EE&C program created by Act 129*, that the contracts be fully performed without regard to their terms.¹ That would of necessity include full performance of the contracted services and payments therefor. The Commission’s authority to *enforce* the contracts is addressed in the next section.

The ID also errs by imposing the ultimate penalty—revocation of CSP registration—without first initiating actions to discover the nature and extent of Recleim’s misappropriations to protect the integrity of the Commission’s implementation of Act 129. Such a more deliberate approach would be more likely to lead to a fairer resolution for those harmed by Recleim’s actions and to avoid giving precedential encouragement to future CSPs prone to misconduct.

Perhaps the ID intended this step-by-step approach by sustaining all claims other than Key’s purported breach of contract claim seeking an award of damages. ID Ordering ¶ 3.

Recleim’s actions included not only its failure to honor its contractual obligations to Key (by apparently converting to its own use payments intended for Key) but also its flagrant attempt to replace Key for the remainder of Plan Year 5 of Phase III (covertly, without the knowledge or assent of PPL, UGI Electric, or CLEAResult) by reporting fictitious appliance data invented by Recleim itself or by the untrained truck drivers it hired to gather used appliances and record vital information from and about the units at customers’ premises.

¹ The Commission approved the terms of the contracts between PPL and CLEAResult and between CLEAResult and Recleim, but not the subcontract between Recleim and Key, apparently contrary to the all-encompassing mandate of Section 2806.1(a)(8) (requiring procedures to review all proposed contracts prior to the execution of the contract with conservation service providers to implement the plan”). Likewise, the contract between UGI Electric and Recleim received Commission review and approval, but not the subcontract between Recleim and Key (the same contract governed both Pennsylvania and New Jersey used appliance collections, data gathering, and transportation).

These actions were a direct assault on the express words of Section 2806.1(a) delineating the Commission's duty to "adopt an energy efficiency and conservation *program* to require electric distribution companies to adopt and implement cost-effective energy efficiency and conservation *plans* to reduce energy demand and consumption within the service territory of each electric distribution company in this Commonwealth." 66 Pa.C.S. § 2806.1(a) (emphasis added).

Effectively stealing money owed to Key under Commission-approved EE&C Plan contracts between CSPs and deliberately defrauding CLEAResult, PPL, UGI Electric, and the Commission by secretly substituting incompetent employees and reporting false information that possibly corrupted the results of those EDCs' recycling programs strike at the heart of the legislative mandate for Commission formulation of an effective EE&C program and cost-effective EDC plans and the Commission's elaborate efforts to assure fair and valid implementation of Act 129.

Wishing of course to be paid for its services but aware of the general rule that the Commission lacks jurisdiction to award damages, Key² first requested initiation of an investigation and audit of Recleim's receipt and disposition of the payments it received from CLEAResult and UGI Electric. With the Commission motivated "to ensure that Act 129 Phase III [was] functioning as intended [to ensure] that no fraud or abuse [had occurred] or [was]

² Key has not seen the contracts between PPL and CLEAResult between CLEAResult and Recleim, and between UGI Electric and Recleim, but those contracts may specifically exclude third parties like Key as "intended" third-party beneficiaries of the agreements or contain no stated intention to benefit such parties. Absent a stated intention to benefit third parties, Key is merely an "incidental" third-party beneficiary with no right to enforce the agreements. It must therefore hope to benefit indirectly by full performance of those contracts. *See Scarpitti v. Weborg*, 609 A.2d 147, 150 (Pa. 1992) (a party is an intended third-party beneficiary if "both parties to the contract express an intention to benefit the third party in the contract itself," or if "recognition of a right to performance in the beneficiary is appropriate to effectuate the intentions of the parties and ... the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance." (quoting the RESTATEMENT SECOND, CONTRACTS § 302(1)(b))).

occurring,” Key was confident that these regulatory initiatives would reveal Reclaim’s conversion of funds meant for Key, which might lead to a resolution that included restitution in order for Reclaim to retain its CSP registration.

To facilitate such a settlement if Reclaim proved recalcitrant during or after the investigation or audit, Key next asked that the Commission suspend Reclaim’s CSP registration and do whatever was necessary to cure any fraud or abuse that had occurred, including ordering Reclaim to make *all* its vendors whole.

Finally, as a last resort, if Reclaim refused to comply with the Commission’s orders, Key asked that Reclaim’s CSP registration be revoked. Doing so would likely allow Reclaim to escape a reckoning of or retribution for its harmful actions, because it is practically and perhaps jurisdictionally questionable whether the Commission could compel cooperation or obedience from Reclaim after terminating its CSP registration.

Consequently, Key did not claim a breach of contract by Reclaim to obtain a Commission order requiring Reclaim to pay Key the amounts due under their contract. Instead, Key sought to alert the Commission that Reclaim was acting deleteriously to the interests of the Commission and PPL, CLEAResult, UGI Electric, Key, and possibly other vendors in Pennsylvania and New Jersey. It thought that such an alert would trigger regulatory responses under the Commission’s supervisory and enforcement powers and a rational response from Reclaim to preserve its CSP registration and its reputation to do business here and in other jurisdictions that would incidentally benefit it.

Key respectfully requests that the ID be amended by Commission motion (1) to undertake the investigation or audit that Key requested (seeking the assistance of the Office of Attorney General, as discussed below, if necessary given Reclaim’s failure to answer either

the Complaint or Motion), and (2) if it finds irregularities, to order (pursuant to 66 Pa.C.S. § 501)³ corrective measures that benefit *all* harmed parties.

B. Under Its Express And Implied Authority Under Sections 501, 2806.1, And 2806.2, The Commission May Order Reclaim To Cooperate In The Commission’s Investigatory Efforts And Fully Comply With Its Phase III Contracts.

The Commission possesses express and implied authority to order Reclaim to cooperate in the Commission’s investigatory efforts and to fully comply with its Phase III contracts, including an accounting and verification of its work after March 2020 (when a moratorium was imposed on further work because of COVID-19) in furtherance of the PPL and UGI Electric EE&C programs, including full payment to Key and any other third-party contractors owed payment for their services.

Public Utility Code Section 501(a) provides that, “[i]n addition to any powers expressly enumerated in this part, the commission shall have full power and authority, and it shall be its duty to enforce ... by its ... orders, or otherwise, all and singular, the provisions of this part, and the full intent thereof....” 66 Pa.C.S. § 501(a).

³ § 501. General powers.

(a) Enforcement of provisions of part.--In addition to any powers expressly enumerated in this part, the commission shall have full power and authority, and it shall be its duty to enforce, execute and carry out, by its regulations, orders, or otherwise, all and singular, the provisions of this part, and the full intent thereof; and shall have the power to rescind or modify any such regulations or orders. The express enumeration of the powers of the commission in this part shall not exclude any power which the commission would otherwise have under any of the provisions of this part.

(b) Administrative authority and regulations.--The commission shall have general administrative power and authority to supervise and regulate all public utilities doing business within this Commonwealth. The commission may make such regulations, not inconsistent with law, as may be necessary or proper in the exercise of its powers or for the performance of its duties.

(c) Compliance.--Every public utility, its officers, agents, and employees, and every other person or corporation subject to the provisions of this part, affected by or subject to any regulations or orders of the commission or of any court, made, issued, or entered under the provisions of this part, shall observe, obey, and comply with such regulations or orders, and the terms and conditions thereof.

Section 501(c) applies not only to public utilities and their officers, agents, and employees, but also to “every other person or corporation subject to the provisions of this part, affected by or subject to any regulations or orders of the commission ... made, issued, or entered under the provisions of this part, [who] shall observe, obey, and comply with such regulations or orders, and the terms and conditions thereof.” 66 Pa. C.S. § 501(c).

The Commission has implemented Sections 2806.1 and 2806.2 (the Energy Efficiency and Conservation program mandated by Section 2806.1(a) and the CSP Registry required by Section 2806.2) by means of Commission orders. Recleim is a registered CSP and affected by and subject to the provisions of Sections 2806.1 and 2806.2 and therefore must “observe, obey, and comply with” the existing and future orders of the Commission.

Just as there exists no express authority in either Sections 2806.1 or 2806.2 for the Commission to revoke a CSP registration, there is no express provision authorizing the Commission to order Recleim to account for and verify its work and to pay for all services rendered to it by its subcontractors and vendors. The required authority is implied in Sections 501, 2806.1, and 2806.2.

The Commonwealth Court has acknowledged that, “[t]he legislature imbues the [PUC] with authority in enabling statutes. The statutory grant of power must be clear. If a statute’s text does not provide the [PUC] with specific authority, a strong and necessary implication from such text may, nonetheless, provide such authority.” *ARIPPA v. Pa. Pub. Util. Comm’n*, 966 A.2d 1204, 1211 (Pa. Cmwlth. 2009) (*en banc*) (citations omitted).

Stated another way, “the power of administrative agencies includes such powers as are implied necessarily.” *Dep’t of Env’tl. Res. v. Butler Cty. Mushroom Farm*, 499 Pa. 509, 454 A.2d 1, 6 (1982). This relaxation of the general rule requiring express legislative delegation grew out of a recognition that legislatures cannot foresee every problem incidental to an agency’s effort

to implement a statutory scheme. The requisite necessity must derive from the agency's express statutory duties and responsibilities and bear directly on the agency's ability to carry out those duties and responsibilities. *See Dep't of Transp. v. Beam*, 567 Pa. 492, 788 A.2d 357, 360 (2002) (“[T]he rule requiring express legislative delegation is tempered by the recognition that an administrative agency is invested with the implied authority necessary to the effectuation of its express mandates.”).

Blue Pilot Energy, LLC v. Pa. Pub. Util. Comm'n, 241 A.3d 1254, 1265-66 (Pa. Cmwlth 2020)

(en banc) (other citations omitted) (hereinafter *Blue Pilot*).⁴

While the Commission has no obvious authority to vindicate private contractual rights, it has unquestioned authority to ensure that Reclaim meets its obligation to comply with the Commission's orders. “That the two may be interrelated does not diminish the PUC's jurisdiction to enforce its own regulations [and orders] through the formal complaint procedures in its regulations.” *Blue Pilot*, 241 A.3d at 1261 (Pa. Cmwlth 2020) (parenthetical words added); 66 Pa.C.S. §§ 501(a) & 701.

Here, the requisite necessity derives from the Commission's express statutory duties and responsibilities as mandated especially by Sections 2806.1(a)(1-11) (relating to an energy efficiency and conservation program); 2806.1(b)(1)(i)(E) (EDC plans must include a contract with one or more CSPs); 2806.1(b)(1)(i)(H) & 2806.1(k) (such plans must include a proposed cost-recovery tariff mechanism in accordance with Section 1307 to fund EE&C measures and ensure full and current recovery of the prudent and reasonable costs of the plan); 2806.1(f)

⁴ In *Blue Pilot*, the Commonwealth Court determined that the Commission did not possess implied authority to order an Electric Generation Supplier (EGS) (as defined by the Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. Ch. 28), to issue refunds under Section 1312(a), 66 Pa.C.S. § 1312(a), which expressly applies only to public utilities. The Court concluded that Section 1312(a)'s express authority regarding public utilities did not provide the Commission with implied authority to order EGSs to issue refunds absent a convincing argument that such refund authority “is necessary to carry out the PUC's statutory duties under the Public Utility Code.” *Blue Pilot*, 241 A.3d at 1267. The Commission and other parties failed to “establish the requisite necessity to relax the general rule that limits an agency's authority to only that which is expressly conferred by the General Assembly.” *Id.*

(penalties on EDCs for failure to achieve the required reductions in consumption); 2806.1(i) (EDC reports to the Commission of annual results of the EDC's EE&C Plan); 2806.2 (requiring a CSP Registry).

All of these mandates are rendered nugatory if a CSP is permitted to ignore its contractual obligations meant to implement an EDC's EE&C Plan by converting sums meant for its subcontractor(s) to its own use (thus seriously impairing or bankrupting that subcontractor(s) who was required to expend substantial sums in support of the Plan's goals), hiring incompetent employees, and submitting fraudulent data reports that possibly corrupted the accuracy and validity of the results of two EE&C Plans (which is no less reprehensible if one EDC achieved its consumption goals by the results of other programs, and the other EDC participated voluntarily in an EE&C program).

Therefore, the Commission possesses express and, of necessity, implied authority to order Reclaim to fully comply with its Phase III contracts and to cooperate with the Commission's investigatory efforts.

C. The Civil And Criminal Penalty Provisions And Private Cause Of Action Provision Of Public Utility Code Chapter 33 And The Commission's Implied Authority To Revoke A CSP's Registration Are Inadequate To Protect CSPs And Third-Party Contractors And Curb CSP Misconduct.

In *Blue Pilot*, the Commonwealth Court, in denying implied authority for the Commission to order EGSs to issue refunds, suggested that the civil and criminal penalty provisions found within Chapter 33 of the Public Utility Code and the license suspension and revocation authority found in the PUC regulations applicable to EGSs were possibly adequate to protect the public and ensure EGS compliance with the PUC's regulations. *Blue Pilot*, 241 A.3d at 1267.

These penalty provisions include Sections 3301 (civil penalties of \$1,000 for each offense) and Section 3302 criminal penalties and 3302 applicable to any corporation with violations constituting misdemeanors of the first degree (with possible imprisonment of up to five years). 66 Pa.C.S. §§ 3301 & 3302.

Section 3309, 66 Pa.C.S. § 3309, creates a private cause of action by providing for liability for civil damages for unlawful acts by any person or corporation related to the Public Utility Code.⁵

For present purposes, the Section 3301 civil penalties are inadequate because the Commonwealth receives the fines. Recleim has obviously been undeterred by them, although future CSP misconduct may be better deterred if the Commission does more here than merely revoke Recleim's CSP registration.

The Section 3309 civil private cause of action may prove more helpful to wronged CSPs and third-party vendors if the Commission's implementing orders expressly or impliedly encompass the acts made unlawful in Section 3309. Resort to civil litigation, however, is frequently too costly, time consuming, and unavailing. Civil litigation may be precluded by equally unavailing contractually mandated arbitration at inconvenient venues subject to inhospitable state laws. *See, e.g.*, Complaint Exhibit A ("Appliance Collection Subcontracting Agreement") ¶ 13 ("This agreement will be governed by the laws of the state of Georgia, USA.

⁵ § 3309. Liability for damages occasioned by unlawful acts.

(a) General rule.--If any person or corporation shall do or cause to be done any act, matter, or thing prohibited or declared to be unlawful by this part, or shall refuse, neglect, or omit to do any act, matter, or thing enjoined or required to be done by this part, such person or corporation shall be liable to the person or corporation injured thereby in the full amount of damages sustained in consequence thereof. The liability of public utilities, contract carriers by motor vehicles, and brokers for negligence, as heretofore established by statute or by common law, shall not be held or construed to be altered or repealed by any of the provisions of this part.

(b) Rights of Commonwealth unaffected.--The recovery in this section authorized shall in no manner affect a recovery by the Commonwealth of the penalty prescribed in section 3301 (relating to civil penalties for violations) for such violations of this part.

Any unresolved dispute under this Agreement shall be fully and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof. Venue for arbitration shall be in Atlanta, Georgia [headquarters of Recleim].” Unequal bargaining power begets bad bargains (unless this Commission prohibits such practices, which it presently does not).

Provision for criminal penalties in Section 3302, 66 Pa.C.S. § 3302, is of no immediate help to Key or other harmed parties. It may deter future CSP misconduct that contravenes a Commission order or regulation, but the offense here is of another kind that requires criminal prosecution under Crimes Code § 3927.⁶ Here, Section 3302 has proven to be an ineffective deterrent to Recleim’s misconduct (and will continue to be so if the Commission merely revokes Recleim’s CSP registration). The Commission may at least refer the matter to the Office of Attorney General or other appropriate authorities and assist prosecution of Recleim with the investigation and audit that Key requested as an initial regulatory response.⁷

⁶ § 3927. Theft by failure to make required disposition of funds received.

(a) Offense defined.--A person who obtains property upon agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from his own property to be reserved in equivalent amount, is guilty of theft if he intentionally deals with the property obtained as his own and fails to make the required payment or disposition. The foregoing applies notwithstanding that it may be impossible to identify particular property as belonging to the victim at the time of the failure of the actor to make the required payment or disposition.

(b) Presumptions.--An officer or employee of the government or of a financial institution is presumed:

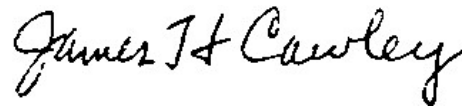
(1) to know any legal obligation relevant to his criminal liability under this section; and
(2) to have dealt with the property as his own if he fails to pay or account upon lawful demand, or if an audit reveals a shortage or falsification of accounts.

⁷ There has always been significant overlap between the regulatory and criminal laws of Pennsylvania. See Jason M. Day, *The Intertwining of Administrative Actions and the Criminal Justice System*, 4 TEX. TECH. J. TEX. ADMIN. L. 99 (Spring, 2003).

II. CONCLUSION

For the reasons discussed above, the Commission should grant these Exceptions and find that the Commission possesses the legal authority to investigate or audit Recleim, seeking the assistance of the Office of Attorney General if necessary, and if it finds irregularities, to order corrective measures that benefit *all* harmed parties.

Respectfully submitted,



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Date: June 1, 2021