

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

TOWN OF BARNSTABLE, *et al.*,
Plaintiffs,

v.

ANGELA M. O'CONNOR, in her official capacity
as Chair of the Massachusetts Department of
Public Utilities, *et al.*,

Defendants.¹

CIVIL ACTION
NO. 14-10148-RGS

JOINT STATUS REPORT

The parties to the above-captioned case hereby submit the following Joint Status Report in response to the Order entered by this Court on June 10, 2015 [Doc. No. 68], directing the parties to file a joint status report now that the case has been remanded from the First Circuit. Because the parties have differing views on the appropriate path forward now that the case has returned to this Court, below the parties set forth separate statements regarding the current status of the case and proposals for how the Court may proceed.

I. Statement of the Plaintiffs

Plaintiffs believe the most prudent course would be for the Court to stay this action for approximately six months, until January 15, 2016, and to request a further status report from the parties on that date. The Court of Appeals expressly chose not to decide the merits of this case, even though they were presented to it as alternative grounds of affirmance, in light of the possibility that the case was or would soon become moot due to NSTAR's termination of the

¹ Angela M. O'Connor is the current Chair of the Department of Public Utilities; Jolette A. Westbrook is a current Commissioner of the Department of Public Utilities; Robert Hayden is a current Commissioner of the Department of Public Utilities; and Judith Judson is the current Commissioner of the Department of Energy Resources, so to the extent they were not already named as defendants, their names are automatically substituted as defendants for the previous individuals who held those offices, in accordance with Fed. R. Civ. P. 25(d).

Cape Wind-NSTAR contract. The Court of Appeals explained that “what facially appears to be a serious potential for this case to become moot does cause us to decline to exercise our discretion to reach out now to decide questions of law upon which the district court has not yet focused or addressed other than in passing.” Slip Op. at 26. The Court of Appeals went on to suggest that this Court “is better able ... to determine the imminency of the contract termination dispute’s resolution and, within reason, set the schedule resolving plaintiffs’ claims accordingly.” *Id.*

NSTAR notified Cape Wind of the termination of the contract at the beginning of January 2014. In the six months that have followed, Cape Wind has repeatedly stated that it does not acquiesce to NSTAR’s termination, but at the same time it has neglected to take any legal action against NSTAR contesting that termination. As a result, Cape Wind has left the parties to this litigation in limbo regarding whether or not the case is moot. Given the First Circuit’s instructions on remand, Plaintiffs believe it would be improper for the Court to resolve the issues relating to the merits of this case, insofar as Cape Wind has failed to take any action to revive the NSTAR contract or challenge its termination. At this stage, any determination of the merits of this case may well be merely advisory.

Instead, Plaintiffs submit that the most prudent course of action would be a six-month stay of this case until January 2016. By that date, the Court can expect further factual developments that could give NSTAR further grounds for termination (if, as Cape Wind insists, the contract has not already been terminated) and thus render the case indisputably moot. The first of these potential developments concerns Cape Wind’s argument that its contract with NSTAR was not properly terminated. As the Court is aware, Cape Wind was required under the contract to meet a critical financing milestone by December 31, 2014. *See* ECF No. 20-9

(NSTAR-Cape Wind Power Purchase Agreement) § 3.1(a)(iii).² When Cape Wind missed that deadline, it invoked the contract's force majeure provisions, *see id.* § 10.1, asserting that a force majeure excused its non-performance. NSTAR denies the force majeure clause was properly invoked. But even assuming it was properly invoked, as Cape Wind contends, a force majeure may excuse non-performance only for a period of up to 12 months. "[I]f the Force Majeure prevents full or partial performance ... for a period of twelve (12) months or more, the Party whose performance is not prevented by Force Majeure shall have the right to terminate" the contract. *Id.* §10.1(c). Thus, as of January 1, 2016, Cape Wind will no longer be able to argue that its non-performance should be excused due to force majeure.

The second development expected by the end of 2015 concerns another critical milestone that Cape Wind must satisfy: it must "commence Physical Construction of the Facility prior to December 31, 2015," or NSTAR "shall terminate" the contract. *Id.* § 2.2(g). This deadline "is not subject to extension" under other contractual provisions, including force majeure. *Id.*; *see also id.* §10.1(b). Thus, by January 1, 2016, the fact that the NSTAR/Cape Wind contract has been terminated should be beyond dispute.

For these reasons, Plaintiffs submit that the most prudent course is to stay the case until January 15, 2016, and to request a further status report from the parties at that time.³

Finally, Plaintiffs respectfully alert the Court's attention to Local Rule 40.1(K)(2), which states that in the event of a remand for further proceedings, "such proceedings shall not be conducted before the judge before whom the prior proceedings were conducted ... unless the

² That milestone had already been extended one year without the posting of additional development security under § 3.1(c).

³ To the extent that the Court instead decides to move forward with a decision on the merits, Plaintiffs request the opportunity to file supplemental briefs addressing intervening case law, or alternatively, to rebrief their opposition to any motions to dismiss.

judge determines that there will result a substantial saving in the time of the whole court and that there is no reason why, in the interest of justice, further proceedings should be conducted before another judge.” Plaintiffs are unaware of whether this Court has made any determination under that Local Rule.

II. Statement of the State Defendants

The State Defendants—Angela M. O’Connor, in her official capacity as the Chair of the Department of Public Utilities (“DPU”); Jollette A. Westbrook, in her official capacity as a Commissioner of the DPU; Robert Hayden, in his official capacity as a Commissioner of the DPU; and Judith Judson, in her official capacity as the current Commissioner of the Department of Energy Resources (“DOER”)—provide the following statement to the Court regarding the status of the case and a proposed manner of proceeding with the case.

In remanding the case to this Court, the First Circuit described the status of the case as follows:

On December 31, 2014, a week before we heard oral arguments in this case, Cape Wind notified NSTAR that it had failed to timely meet certain financing deadlines (“Critical Milestones”) defined in the PPA. NSTAR then sent a letter dated January 6, 2015 to Cape Wind, stating that NSTAR was invoking its right to terminate the PPA due to that default, in accordance with the rights reserved to NSTAR by the PPA’s remedies provisions. On the next day, NSTAR filed a letter with this court notifying us of the termination and opining that the termination mooted this appeal. We responded by instructing the parties to submit supplemental briefing to explain what had occurred and to set forth any arguments about the mootness or ripeness of the appeal following NSTAR’s purported termination.

Town of Barnstable v. O’Connor, 786 F.3d 130, 141-42 (1st Cir. 2014). After receiving submissions from the parties regarding the status of the contract—including a submission from Cape Wind indicating that it contested NSTAR’s announced termination of the PPA—the First Circuit concluded that, at least for the purpose of the appeal, the dispute was neither moot nor unripe. *Id.* at 143. But the court declined to reach alternative bases in support of this Court’s

judgment of dismissal after vacating the dismissal based on the Eleventh Amendment, stating that

what facially appears to be a serious potential for this case to become moot does cause us to decline to exercise our discretion to reach out now to decide questions of law upon which the district court has itself not yet focused or addressed other than in passing. The district court is better able than is this court to determine the imminency of the contract termination dispute's resolution and, within reason, set the schedule for resolving plaintiffs' claims accordingly.

Id.

Regarding the status of the PPA and the validity of NSTAR's announced termination of that contract, the State Defendants reiterate here what they said to the First Circuit in connection with the post-argument supplemental briefing: the status of that contract, and whether NSTAR's announced termination of the contract is valid, is a matter between the actual parties to the contract, and the State Defendants take no position regarding that dispute. Instead, the State Defendants merely refer the Court to the provision of the PPA that governs dispute resolution, which states that the parties to the contract shall first attempt to resolve any dispute through informal consultations, and if unsuccessful shall then refer the matter to the senior management of the parties, and if the dispute has not been resolved within 15 days after referral to senior management of the parties, "then the parties may seek to resolve such Dispute in the courts of the Commonwealth of Massachusetts. The Parties agree to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with this Agreement." PPA, § 11 ("Dispute Resolution") [Doc. No. 20-9, at 55].

If Cape Wind acquiesces in NSTAR's termination of the PPA, then the case will become moot. *See Am. Civil Liberties Union of Mass. v. U.S. Conference of Catholic Bishops*, 705 F.3d 44, 52-53 (1st Cir. 2013) (finding Establishment Clause challenge to government contract moot

following contract's expiration). As the First Circuit put it, "[t]here would be no legally binding contract enforcement to enjoin, and a declaration of the defunct PPA's illegality would be merely advisory." *Town of Barnstable*, 786 F.3d at 142 (citation and internal quotation marks omitted).

If Cape Wind challenges NSTAR's termination, however, then the case would remain a live controversy and would not be rendered non-justiciable merely because there is now one additional obstacle to the effectiveness of the PPA—*i.e.*, NSTAR's announced termination of the contract. Plaintiffs and NSTAR—as the parties advocating for mootness based on NSTAR's announced termination of the PPA—bear a “heavy burden of persuasion” in arguing that intervening events have rendered this case moot. *Town of Barnstable*, 786 F.3d at 142 (quoting *United States v. Concentrated Phosphate Exp. Ass'n*, 393 U.S. 199, 203 (1968)). The First Circuit has stated that it “will only find a case moot if an intervening event ‘makes it *impossible* for the court to grant any effectual relief.’” *Weaver's Cove Energy, LLC v. Rhode Island Coastal Res. Mgmt. Council*, 589 F.3d 458, 468 (1st Cir. 2009) (citations omitted) (emphasis added). Put another way, intervening events must have “completely and irrevocably eradicated the effects” of the parties' conduct in order for the case to be deemed moot. *County of Los Angeles v. Davis*, 440 U.S. 625, 631 (1979). Plaintiffs request declaratory and injunctive relief to invalidate DPU's approval of the PPA and thereby nullify the contract. NSTAR's attempt to terminate the PPA does not affect the ability of this Court to grant Plaintiffs such relief.

The fact that litigation over NSTAR's attempt to terminate the PPA might ultimately result in a similar practical outcome does not create mootness. *See Chico Serv. Station, Inc. v. Sol Puerto Rico Ltd.*, 633 F.3d 20, 36 (1st Cir. 2011) (“The fact that [another] proceeding might eventually yield an order providing the same relief sought in the district court action in no way renders the plaintiffs' suit moot.”); *accord ConnectU LLC v. Zuckerberg*, 522 F.3d 82, 89 (1st Cir. 2008). Unless and until such litigation ended by extinguishing the PPA—a result which the

State Defendants are not, of course, in a position to predict, and which may be years away— Plaintiffs would retain a concrete interest in their suit to invalidate DPU’s approval of the contract. *Compare Am. Civil Liberties Union of Mass.*, 705 F.3d at 54 (“The HHS-USCCB contract has expired and the appropriated tax dollars set aside for it have been spent.”).

This Court’s resolution of the issues presented in this case would not be advisory simply because of the possibility that, in the final event, the power purchases contemplated by the PPA and approved by DPU might not go forward despite DPU’s approval. *See Weaver’s Cove*, 589 F.3d at 468 (appeal not moot where plaintiff’s victory on preemption claim “would clear a barrier to achieving approval for the project” even though plaintiff “still has [other] conditions to meet”); *Mass. Delivery Ass’n v. Coakley*, 769 F.3d 11, 17 (1st Cir. 2014) (suit not moot where decision “would lift a bar to courier’s classification as independent contractors even if it does not conclusively resolve their classification”).

If Cape Wind challenged NSTAR’s attempted termination, this appeal would also remain ripe. “[W]here challenges are asserted to government actions and ripeness questions arise, a court must consider both ‘fitness’ for review and ‘hardship.’” *Verizon New England, Inc. v. Int’l Bhd. of Elec. Workers, Local No. 2322*, 651 F.3d 176, 188 (1st Cir. 2011). NSTAR’s attempted termination does not affect this case’s fitness for review; it neither undermines the finality of DPU’s disputed approval nor necessitates further factual development. *See id.* Regarding hardship, this Court has rejected a “confined” inquiry into mere “sufficient immediacy or controversy” and instead “held that ‘. . . courts will do well to ask . . . whether granting relief would serve a useful purpose, or, put another way, whether the sought-after declaration would be of practical assistance in setting the underlying controversy to rest.’” *Id.* (quoting *State of R.I. v. Narragansett Indian Tribe*, 19F.3d 685, 693 (1st Cir. 1994)). The relief Plaintiffs seek would indeed be of practical assistance: it would finally determine the validity of DPU’s approval of the

PPA, even if a dispute over NSTAR's subsequent attempted termination of the PPA remained. *See Weaver's Cove*, 589 F.3d at 468-69 (appeal not unripe where disputed regulatory requirements "would cease to be barriers to ultimate approval of the project" if plaintiff prevailed, even if "resolutions of these issues might not secure the project's ultimate approval").

In sum, if Cape Wind acquiesces in NSTAR's termination of the contract, then the case is moot and may be dismissed as such. If Cape Wind contests NSTAR's termination of the contract, however, then the case remains live. If the case remains live, then the Court can and should proceed to consider the State Defendants' (and the other defendants') previously raised and briefed alternative grounds for dismissal—such as preclusion and failure to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6). *See, e.g.*, Mem. of Law in Support of State Defendants' Mot. to Dismiss at 16-30 [Doc. No. 38]. If the Court wishes, it may direct the parties to file new or additional briefing regarding whether the complaint is subject to dismissal on grounds *other than* the Eleventh Amendment, though in the State Defendants' view, the previously filed motions to dismiss provide an adequate basis upon to assess the validity of the complaint.⁴

Finally, in the event Cape Wind challenges NSTAR's termination of the contract, the State Defendants' assert that it is neither necessary nor advisable to stay the case or otherwise await the outcome of any litigation over the contract to adjudicate the remainder of this case. It

⁴ In their brief to the First Circuit, the State Defendants made one additional argument that they did not make previously to this Court—that the Town of Barnstable lacked standing to challenge, on constitutional grounds, the acts of its creator state. *See, e.g., Ysursa v. Pocatella Educ. Ass'n*, 555 U.S. 353, 363 (2009) (quoting *Williams v. Mayor & City Council of Baltimore*, 289 U.S. 36, 40 (1933)); *Trenton v. New Jersey*, 262 U.S. 182, 185 (1923); *City of Hugo v. Nichols*, 656 F.3d 1251, 1257 (10th Cir. 2011) (city lacked standing to sue its parent state for dormant Commerce Clause violation); *accord Burbank-Glendale-Pasadena Airport Auth. v. City of Burbank*, 136 F.3d 1360, 1361-64 (9th Cir. 1998) (city could not bring Supremacy Clause claim against its parent state). This is a jurisdictional argument that may be raised and considered at any time, including *sua sponte* by this Court. Fed. R. Civ. P. 12(h)(3). The State Defendants are willing to provide this Court, upon request, with its brief to the First Circuit, which addresses this issue.

may take years for another court to resolve the contract dispute between NSTAR and Cape Wind. Should the Court decline to adjudicate the remaining issues in this case until that separate dispute is resolved, this case could remain in limbo for years while litigation over the contract runs its course. Instead, the State Defendants propose that, in the event Cape Wind contests NSTAR's termination of the PPA, the Court then proceed to consider the State Defendants' (and the other defendants') previously raised, already briefed alternative arguments in support of dismissal of the complaint.

III. Statement of Defendant Cape Wind Associates, LLC

By way of background, the contract dispute arose prior to January 6, 2015, the date when NSTAR notified Cape Wind of its purported termination of the Power Purchase Agreement ("PPA") between Cape Wind and NSTAR because Cape Wind had allegedly failed to meet certain "critical milestones" established in the PPA. Cape Wind maintains that NSTAR's purported termination of the PPA was unlawful because (1) on December 31, 2014 Cape Wind properly invoked the *force majeure* provision of the PPA, which by its terms, terms suspended and extended the critical milestones NSTAR claims Cape Wind failed to meet (*see* PPA at 50 ("such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist, but for no longer period")) and (2) NSTAR failed to submit the disputed innovation of such clause to the mandatory dispute resolution process provided for in the PPA which is a precondition to an effective termination (*id.* at 51 ("In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a 'Dispute'), the Parties shall attempt *in the first instance* to resolve such Dispute through consultations between the parties")) (emphasis added)). Thus, the purported termination on January 6 was ineffective and the PPA remains in effect. Because Cape Wind

disputes NSTAR's termination of the PPA, as the First Circuit held, the case is neither moot nor unripe; there remains a judicable case or controversy.

Cape Wind submits that the contract dispute will take considerable time to resolve and that this case should proceed with the Court deciding Defendants' motions to dismiss on the alternative grounds advanced by the Defendants. These alternative grounds for dismissal have now been fully briefed and argued both before this Court and the First Circuit. Deciding the motions now advances justice by removing a cloud that has been hanging over the contract for two years and will potentially allow the parties to move forward without further litigation when the contract dispute is ultimately resolved. As this Court observed in its May 2, 2014 Memorandum Opinion, "[t]here comes a point at which the right to litigate can become a vexatious abuse of the democratic process." ECF No. 53 at 24, n. 28. Staying this case, as plaintiffs request the Court to do, and delaying a decision on Defendants' motions only propagates further abuse.

Moreover, this Court should decline plaintiffs' invitation to embroil itself in the contract dispute by deciding if, when, and how the dispute may be resolved. First, Plaintiffs' position that the case should be stayed for six months because the force majeure period expires on January 1, 2016 and because Cape Wind will allegedly be unable to meet other critical milestones by the end of 2015 ignores other provisions of the contract and the parties' rights thereunder. Second, plaintiffs incorrectly assume that litigation is Cape Wind's only recourse for NSTAR's default. It is not. Section 9.3 (Remedies) of the contract provides Cape Wind with several remedies, including the right to "suspend its performance" of its obligations, and thus suspend future milestone obligations. All of the available remedies are aided by this Court's determination of the constitutionality of the contract. Regardless of how the dispute is ultimately resolved, the outcome will not be immediate or even foreseeable within the next six months.

Cape Wind therefore respectfully requests that the Court decide Defendants' motions to dismiss on the alternative grounds fully briefed before this Court and the First Circuit. Cape Wind submits that the Court should instruct the parties to file their respective First Circuit briefs with the Court that supplement the motions filed before this Court. Alternatively, if the Court prefers, the parties could restyle their First Circuit briefs as renewed motions to dismiss and oppositions thereto.

IV. Statement of NSTAR

NSTAR Electric Company ("NSTAR") was named as a party to this action solely on the ground that it is a required party under Fed. R. Civ. P. 19(a). The plaintiffs do not seek any relief from NSTAR, and they have not asserted any claim against it. NSTAR submits this brief statement to address the status of the Power Purchase Agreement ("PPA") as it affects the present case.

NSTAR terminated the PPA in accordance with its terms on January 6, 2015.⁵ That termination was effective immediately and rendered the present dispute moot. Nearly six months have now passed since NSTAR's termination. In that time, Cape Wind has not taken any steps to revive the agreement. It has not sued NSTAR, and it has not otherwise acted to secure a declaration that the termination of the PPA was ineffective, or that deadlines under the PPA were tolled because of a Force Majeure.⁶ Cape Wind's assertion in correspondence to NSTAR that it

⁵ National Grid terminated its separate power purchase agreement with Cape Wind on the same day.

⁶ In correspondence with NSTAR, Cape Wind asserted that its conceded failure to meet Critical Milestones defined in the PPA, which was an Event of Default that authorized NSTAR to terminate the agreement "at its sole discretion," PPA, § 9.3(a) [Doc. No. 20-9, at 50], was excused by delays in obtaining permits and financing as a result of "relentless" litigation, which it said constituted an event of "Force Majeure." The assertion was and is frivolous. By its terms, the "Force Majeure" clause of the PPA provides that "a Party's failure to timely obtain and maintain all necessary Permits . . . a failure to satisfy contractual conditions or commitments, or

“contests” the validity of the termination is insufficient to create a live controversy where one otherwise does not exist.

The effectiveness of NSTAR’s termination, moreover, cannot be resolved in this case. This Court does not have subject matter jurisdiction over any dispute arising out of the contractual relationship between NSTAR and Cape Wind.⁷

Even if this case was not currently moot, as the First Circuit noted, there exists “a serious potential for [it] to become moot” in the near future. *Town of Barnstable v. O’Connor*, 786 F.3d 130, 143 (1st Cir. 2015). In the absence of an order dismissing the action as moot, then, the Court should in the alternative stay the action until December 31, 2015. That is because the PPA provides that if Cape Wind “does not commence Physical Construction of the Facility prior to December 31, 2015, [NSTAR] shall terminate [the PPA] as of December 31, 2015.” PPA § 2.2(g) [Doc. No. 20-9, at 21] (emphasis added). The December 31, 2015 deadline is not subject to extension because of a Force Majeure; indeed, even a Force Majeure cannot excuse or stay performance beyond 12 months. *Id.* § 10(c) [Doc. No. 20-9, at 54]. As a result, whether or not NSTAR’s termination was valid, and whether or not Cape Wind’s performance was excused by a Force Majeure, on December 31, 2015 the PPA will inevitably be fully, finally, and indisputably terminated.

lack of or deficiency in funding or other resources shall each *not* constitute a Force Majeure.” PPA, § 10.1(a) [Doc. No. 20-9, at 54] (emphasis added).

⁷ Although the State Defendants observe that in the PPA “the Parties agree[d] to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for any legal proceedings that may be brought by a Party arising out of or in connection with this Agreement,” PPA, § 11 [Doc. No. 20-9, at 55], that forum selection clause cannot confer jurisdiction on this Court if it does not otherwise exist. *See Fafel v. Dipaola*, 399 F.3d 403, 410 (1st Cir. 2005) (“A court without subject matter jurisdiction may not acquire it by consent of the parties.”).

There is thus no need for the Court to resolve the constitutional questions posed by this case when time alone will eliminate the need to do so.

Respectfully submitted,

/s/ Ira H. Zaleznik

Ira H. Zaleznik (BBO# 538800)
Joshua M. D. Segal (BBO# 678367)
Lawson & Weitzen, LLP
88 Black Falcon Avenue, Suite 345
Boston, MA 02210
Tel. (617) 439-4990
Email: izaleznik@lawson-weitzen.com
jsegal@lawson-weitzen.com

Counsel for Town of Barnstable, Mass.

/s/ Matthew E. Price

Matthew E. Price (BBO# 668990)
Adam G. Unikowsky*
Jenner & Block LLP
1099 New York Avenue NW Suite 900
Washington, DC 20001
Tel. (202) 639-6000
Email: mprice@jenner.com
aunikowsky@jenner.com

Robert A. Bianchi (BBO# 042360)
Robert A. Bianchi & Associates
55 Sea St. Extension
P.O. Box 128
Hyannis, MA 02601
Tel. (508) 775-0785
Email: robbianchi@aol.com

*Counsel for Hyannis Marina, Inc., The
Alliance to Protect Nantucket Sound, and
Jamie Regan*

/s/ Timothy J. Casey

Timothy J. Casey (BBO No. 650913)
Assistant Attorney General
Office of Attorney General Maura Healey
Government Bureau
One Ashburton Place
Boston, Massachusetts, 02108
(617) 963-2043
Timothy.Casey@state.ma.us

*Counsel for the State Defendants, Angela M.
O'Connor, as Chair of the DPU; Jolette A.
Westbrook, as a Commissioner of the DPU;
Robert Hayden, as a Commissioner of the
DPU; and Judith Judson, as Commissioner of
the DOER*

/s/ Geraldine Edens

Geraldine E. Edens (*admitted Pro Hac*)
Christopher Marraro (*admitted Pro Hac*)

Baker & Hostetler LLP
1050 Connecticut Ave NW
Washington, DC 20036
Tel: (202) 861-1600
Email: gedens@bakerlaw.com
cmarraro@bakerlaw.com

*Counsel for Defendant
Cape Wind Associates, LLC*

/s/ John D. Donovan, Jr.

John D. Donovan, Jr. (BBO #130950)
Matthew L. McGinnis (BBO #666120)
ROPES & GRAY LLP
800 Boylston Street
Boston, MA 02199
(617) 951-7000
john.donovan@ropesgray.com
matthew.mcginnis@ropesgray.com

Counsel for NSTAR Electric Co.

July 1, 2015

CERTIFICATE OF SERVICE

I certify that this document, filed through the Court's ECF, system will be sent electronically to registered participants as identified on the Notice of Electronic Filing (NEF) on July 1, 2015.

/s/ Timothy J. Casey

Timothy J. Casey
Assistant Attorney General