UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES, et al., Plaintiffs, v. STATE OF MICHIGAN, et al., Defendants.	Case No. 2:73 cv 26 HONORABLE PAUL L. MALONEY

PLAINTIFF-INTERVENOR SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS' BRIEF IN SUPPORT OF MOTION TO ENFORCE GREAT LAKES FISHING CONSENT DECREE

Oral Argument Requested

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INTRODUCTION

Courts must enforce unambiguous terms of consent decrees as written. They must also strictly construe consent decrees to preserve the parties' bargain. The August 8, 2000, Consent Decree in this case ("2000 Decree") unambiguously states that it would expire in 20 years, after which it would no longer govern the parties "in any manner." That was the parties' bargain. Plaintiff-Intervenor Sault Ste. Marie Tribe of Chippewa Indians ("Sault Tribe") moves the Court to enforce the unambiguous terms of the agreed-upon bargain with respect to the Sault Tribe.

Sault Tribe has arrived at this point because Sault Tribe has significant interests at stake. It has more active treaty fishers, who catch more fish, over a greater area, than any other tribe who is a party to this case. Over the past three years, Sault Tribe has attempted to negotiate a successor agreement with the other parties that would adequately serve its interests, but those efforts have been unsuccessful. As a result, enforcement of the Consent Decree's expiration term is necessary and critical to preserve Sault Tribe's interests.

BACKGROUND

Under the 1836 Treaty of Washington ("1836 Treaty"), Sault Tribe and Plaintiff-Intervenors Bay Mills Indian Community ("Bay Mills"), Grand Traverse Band of Ottawa and Chippewa Indians ("Grand Traverse"), Little River Band of Ottawa Indians ("Little River"), and Little Traverse Bay Bands of Odawa Indians ("Little Traverse"), retained the right to engage in treaty fishing in the 1836 Treaty waters free from State regulation, unless the State meets a very high standard. *United States v. Michigan*, 653 F.2d 277 (6th Cir. 1981), *cert. denied*, 454 U.S. 1124 (1981). The State has never attempted to meet the high standard established by the Sixth Circuit, nor could it.

Sault Tribe has nevertheless seen fit to voluntarily enter into two successive agreements with the State pertaining to regulation of the tribes' treaty fishing in the Great Lakes. Dkt. 766; ECF No. 1457. The most recent of these agreements is the subject of this Motion. On August 8, 2000, the parties jointly filed a Stipulation for Entry of Consent Decree, ECF No. 1457, and Judge Richard Enslen approved the parties' agreement and entered the 2000 Decree. ECF No. 1458.

Like its 1985 predecessor, the 2000 Decree was to govern the allocation, management, and regulation of State and Tribal fisheries in the 1836 Treaty waters for an agreed-upon time period. *Id*. Specifically, the 2000 Decree stated in clear terms that it expired after 20 years and would no longer govern the parties "in any manner" after its expiration. *Id*. at PageID.3335 ("The Decree shall expire on the twentieth (20th) anniversary of its entry…. Upon expiration of this Decree, or if earlier terminated for any reason, the provisions, restrictions, and conditions contained in it shall no longer govern the parties in any manner."). Thus, by its terms, the 2000 Decree expired on August 8, 2020.

Over the past ten years, Sault Tribe has had more fishers, who more consistently fished, and caught more fish, over a larger area, than any of the other Plaintiff-Intervenor tribes. Silet Declaration 2-3. Accordingly, Sault Tribe's interests in the treaty fishery are more extensive and more diverse than those of the other tribes.

Lake Whitefish has always been the tribes' primary and most lucrative species to target for commercial harvest. Silet Declaration 3. It is also very culturally important to Sault Tribe. Since 2000, the population of Lake Whitefish has been significantly reduced by invasive species. *Id*. The tribal commercial harvest of Lake Whitefish has similarly fallen from a high of 4,889,182 pounds in 2009 to a mere 1,050,103 pounds in 2021. *Id*. This situation made the negotiation of appropriate terms for any successor consent decree crucial to Sault Tribe.

All-party negotiations toward a successor agreement began in September 2019, but the parties did not reach agreement before the expiration of the 2000 Decree. Due to the impacts of the COVID-19 pandemic and other factors, this Court extended the 2000 Decree several times, to December 31, 2020 (ECF No. 1892); June 30, 2021 (ECF No. 1903); December 31, 2021 (ECF No. 1912); June 30, 2022 (ECF No. 1945); September 30, 2022 (ECF No. 1963); and finally, November 14, 2022 (ECF No. 2014). Sault Tribe generally did not oppose these short-term

extensions,[1] because Sault Tribe hoped to reach agreement with the other parties and believed that the additional time would facilitate that result.

For more than three years, and at great expense, Sault Tribe participated in negotiations and made good faith efforts to reach agreement. Sault Tribe (like the other parties) made many compromises and reached agreement with the other parties on many terms. However, it was not able to reach agreement with the other parties on certain key topics.

Since August 2022, the other parties have excluded Sault Tribe from negotiations, despite the repeated objections of Sault Tribe. Accordingly, Sault Tribe reasonably believes that it will not be able to reach agreement for a successor consent decree through these negotiations.

ARGUMENT

The Court must enforce the expiration provision of the 2000 Decree with respect to Sault Tribe, in accordance with well-established principles of contract interpretation set forth in Part I, below. The Court might have questions about what happens next. Although that is not relevant to the contractual enforcement issue at hand, Sault Tribe proactively provides certain background information in Parts II through IV, below.

I. THE COURT MUST ENFORCE THE EXPIRATION PROVISION OF THE 2000 DECREE.

All parties agreed that the 2000 Decree would expire after 20 years and no longer bind them thereafter. Given the significant restrictions on the tribes' treaty rights that the 2000 Decree imposes, the expiration provision is undoubtedly a key component of that bargain—the tribes did not agree to these restrictions permanently or indefinitely. The Court must hold the parties to their bargain and enforce the expiration provision.

This Court "has an affirmative duty to protect the integrity of its decree" and "ensure that the terms of the decree are effectuated." *Stotts v. Memphis Fire Dep't*, 679 F.2d 541, 557 (6th Cir. 1982), *rev'd on other grounds sub nom. Firefighters Loc. Union No. 1784 v. Stotts*, 467 U.S. 561

[1] Sault Tribe opposed the duration of the first and last extensions, ECF Nos. 1887 and 2012, but nonetheless sought an extension each time. ECF Nos. 1882, 2006.

(1984). Thus, "[a] district court has the jurisdiction to enforce consent decrees." *Grand Traverse Band v. Director*¸ 141 F.3d 635, 641 (6th Cir. 1998) (citing *Vanguards of Cleveland v. City of Cleveland*, 720 F.2d 909, 920 (6th Cir. 1093)). Here, the Court also expressly retained jurisdiction to enforce the 2000 Decree. ECF No. 1458, PageID.3336.

Interpretation of a consent decree is a question of contractual interpretation. *Sault Tribe v. Engler*, 146 F.3d 367, 372 (6th Cir. 1998). Like contracts, consent decrees are "entered into by parties to a case after careful negotiation has produced agreement on their precise terms." *United States v. Armour & Co.*, 402 U.S. 673, 681 (1971). A consent decree "should be strictly construed to preserve the bargained for position of the parties." *Williams v. Vukovich*, 720 F.2d 909, 920 (6th Cir. 1983) (quoting *United States v. ITT Continental Baking Co.,* 420 U.S. 223, 238 (1975)). "In interpreting a decree, courts may not depart from its 'four corners' unless its language is ambiguous." *Stotts*, 679 F.2d at 557 (quoting *ITT Continental*, 420 U.S. at 236). "[T]he scope of a consent decree must be discerned within its four corners, and not by reference to what might satisfy the purposes of one of the parties to it." *Evoqua Water Techs., LLC v. M.W. Watermark, LLC*, 940 F.3d 222, 229 (6th Cir. 2019) (citing *Armour*, 402 U.S. at 681). A court does not have the right to make a different contract for the parties or look to extrinsic evidence if the decree is not ambiguous. *Sault Tribe*, 146 F.3d at 373 (citing *Michigan Chandelier Co. v. Morse*, 297 N.W. 64, 67 (Mich. 1941)).

In the absence of controlling federal law, contractual interpretation of a consent decree is governed by state law. *Evoqua,* 940 F.3d at 229. Under Michigan law, unambiguous contracts are not open to judicial construction and must be enforced as written, and parties must be able to rely on their agreements. *Kendzierski v. Macomb Cty*., 931 N.W.2d 604, 612-13 (Mich. 2019). "The primary goal in the construction or interpretation of any contract is to honor the intent of the parties." *Evoqua*, 940 F.3d at 229 (quoting *Rasheed v. Chrysler Corp.*, 517 N.W.2d 19, 29 n.28 (Mich. 1994)). A court "must look for the intent of the parties in the words used in the instrument." *Id*. (quoting *Michigan Chandelier*, 297 N.W. at 67). The intent of the parties is ascertained by examining the language of the contract and giving the language its plain and ordinary meaning.

Currie v. Mosier Indus. Servs. Corp., 2014 WL 2880303 *5 (Mich. Ct. App. 2014), *appeal denied*, 859 N.W.2d 699 (Mich. 2019). If a contract is unambiguous, it must be enforced according to its terms, *Haring Charter Twp. v. Cadillac*, 811 N.W.2d 74, 81 (Mich. Ct. App. 2010), *aff'd*, 807 N.W.2d 163 (Mich. 2012), because an unambiguous contract "reflects the parties' intent as a matter of law." *Kendzierski*, 931 N.W.2d at 612. A contract is considered ambiguous "only if its language is reasonably susceptible to more than one interpretation." *Rinke v. Auto. Moulding Co.*, 573 N.W.2d 344, 346 (Mich. Ct. App. 1997). A court must not create ambiguity where none exists. *Smith v. Physicians Health Plan, Inc.*, 514 N.W.2d 150, 157 (Mich. 1994).

Consistent with these principles, Michigan courts have repeatedly found that contracts with clear expiration dates expire on their own terms. For example, in *Kendzierski*, various collective bargaining agreements ("CBAs") contained a provision stating that they "shall continue in full force and effect until December 31, 2007," along with various provisions relating to health care benefits, some of which referenced future events potentially extending past the 2007 expiration date. 931 N.W.2d at 607-08. The Michigan Supreme Court noted that it was "undisputed that the CBAs contain three-year durational provisions," *id*. at 614, agreed with the trial court that the CBAs were unambiguous despite the provisions referencing events that could occur beyond the duration of the CBAs, *id*. at 615, and accordingly held that the "contractual obligations provided therein expired when the CBAs expired." *Id*. at 620. In *Haring Charter Township*, the Michigan Court of Appeals considered whether two contracts with explicit expiration dates, combined with permissive renewal provisions, bound a party to continue to provide services following the expiration date. 811 N.W.2d at 81-82. The court found that the contract was a "fixed-term" contract and that the duty to provide services accordingly expired on the specified expiration date. *Id*. at 81, 86-87. In *Karkoukli's, Inc. v. Walgreen Co*., a contract provided that if a certain event did not occur, the agreement in question "shall be deemed terminated," the deposit thereunder "shall be immediately returned," and "neither party shall, thereafter, have any further liability or obligation hereunder." 2004 WL 435384 *5 (Mich. Ct. App. 2004). Because the event in question never occurred, the Michigan Court of Appeals found that "the trial court properly concluded that

pursuant to the clear and unambiguous terms of the contract, it expired on its own terms in March 2000." *Id*. at *6.

In interpreting consent decrees, other federal courts have reached similar conclusions. For example, in *Holland v. New Jersey Department of Corrections.*, a consent decree contained a provision similar to the one at issue in this case. It stated: "The provisions of this Decree shall be in effect for a period of four (4) years from the date of entry of this Decree, at which time all obligations under this Decree shall end." 246 F.3d 267, 279 (3d Cir. 2001). The Third Circuit characterized this as "clear language…explicitly limiting the Decree time period to four years…." and found that the language of the decree could not be used to justify an extension of the decree, reasoning: "A court should interpret a consent decree as written and should not impose terms when the parties did not agree to those terms…."[2] *Id* at 281.

Here, the 2000 Decree is clear and mandatory as to its length. It provides: "The Decree shall expire on the twentieth (20th) anniversary of its entry" and "[u]pon expiration of this Decree, or if earlier terminated for any reason, the provisions, restrictions, and conditions contained in it shall no longer govern the parties in any manner." ECF No. 1458 at PageID.3335. There is nothing ambiguous about this provision. There are no optional renewal provisions or references to events extending beyond the 20th anniversary of the decree, as in some of the Michigan cases discussed above, where the Michigan courts *still* found the language to be clear and unambiguous.

"Consent decrees are not entitlements." *John B. v. Emkes*, 710 F.3d 394, 398 (6th Cir. 2013). The other parties have enjoyed the benefits of the 2000 Decree—significant restrictions on the Sault Tribe's treaty fishing activities—for more than 20 years. Sault Tribe agreed to those restrictions, but only for a limited time, not indefinitely or forever. Expiration of the 2000 Decree after a term of 20 years is what the parties bargained for, and that bargain must be upheld. Well-established contract principles require that result.

[2] The Third Circuit ultimately vacated and remanded for the District Court to make required findings as to whether extension pursuant to the Court's inherent powers to modify and enforce consent decrees was warranted. *Id*. at 285-86.

The Court must go no further. However, Sault Tribe anticipates that the Court might have questions about what happens next. Accordingly, in Parts II through IV below, Sault Tribe proactively addresses how Sault Tribe will self-regulate so there will be no regulatory gap; how that is consistent with Sault Tribe's treaty rights, prior court decisions, and comparable circumstances elsewhere; and why imposing a new consent decree or extending or otherwise modifying the existing 2000 Consent Decree is not an alternative. This discussion is for background information purposes only and has no bearing on the enforcement of the unambiguous expiration provision, which is solely a matter of mandatory contract interpretation and enforcement.

II. SAULT TRIBE WILL SELF-REGULATE, LEAVING NO REGULATORY GAP.

This Court has stated that it is "extremely concerned with allowing the Decree to expire and leaving a regulatory gap in the 1836 Treaty fishing waters." ECF No. 1892 at PageID.10821. But enforcing the expiration provision of the 2000 Decree with respect to Sault Tribe will not leave a regulatory gap.

Sault Tribe is a sovereign government with the authority to enact laws and promulgate regulations governing its territory and members (including the off-reservation treaty fishing activities of its members). *E.g.*, *United States v. Wheeler*, 435 U.S. 313, 323 (1978); *Settler v. Lameer*, 506 F.2d 231, 237-38 (9th Cir. 1974). As an initial approach, Sault Tribe will impose a comprehensive self-regulatory framework on the treaty fishing activities of its members that closely follows the status quo of the 2000 Decree in most respects. Sault Tribe's Lead Fisheries Biologist and Chief of Police find the draft regulatory framework appropriate from their respective biological and law enforcement perspectives. Silet Declaration; Marchand Declaration.

Notably, tribal regulations have governed the tribes' treaty fishery at various points in the history of this case. *E.g.*, ECF No. 1413 at PageID.3978 (stating that Little Traverse had enacted its own regulations governing its members' fishing activities); ECF No. 1441 at PageID.3555 (ordering that intertribal regulations would govern four tribes' treaty fishing activity if the parties did not reach agreement before the 1985 decree expired, which they did not; further ordering that

Little Traverse's regulations would continue to govern its treaty fishing activity); 534 F.Supp. 668, 670 (W.D. Mich. 1982) (ordering that intertribal regulations would control for the 1982 season); 653 F.2d 277, 279 (6th Cir. 1981) (providing that "a regime of tribal self-regulation" "will remain in effect"). Tribal self-regulation does not equate to a regulatory gap, as several decisions in this case recognize.

III. TRIBAL SELF-REGULATION IS CONSISTENT WITH TREATY RIGHTS LAW AND CIRCUMSTANCES ELSEWHERE.

The law presumes that Tribes can self-regulate their treaty hunting and fishing activities. *See, e.g.*, *Mille Lacs Band of Chippewa Indians v. Minnesota*, 952 F.Supp. 1362, 1384 (D. Minn. 1997), *aff'd*, 124 F.3d 904 (8th Cir. 1997), *aff'd*, 526 U.S. 172 (1999) (the state is "barred from regulating the Indian treaty rights if the Bands can effectively self-regulate and the tribal regulations are adequate to meet conservation needs"); *Lac Courte Oreilles Band ("LCO") v. Wisconsin*, 668 F. Supp. 1233, 1241 (W.D. Wis. 1987) (tribes may self-regulate exclusive of state regulation so long as tribal self-regulation is effective); *United States v. Michigan*, 653 F.2d 277, 279 (6th Cir. 1981) (the state may regulate only in circumstances including "the absence of effective Indian tribal self-regulation"). This is true even if a tribe's plan is deficient in some respects. *LCO*, 707 F. Supp. 1034, 1055 (W.D. Wis. 1989). Thus, Sault Tribe is presumptively entitled to self-regulate.

With the benefit of this presumption, it is not necessary for tribes to "qualify" for self-regulation, as *United States v. Washington*, 384 F.Supp. 312, 340-41 (W.D. Wash. 1974), suggested nearly 50 years ago. However, even this outdated and more paternalistic approach supports Sault Tribe's entitlement to self-regulate. The qualifying factors in that decision were that the tribe must have:

(a) Competent and responsible leadership.
(b) Well organized tribal government reasonably competent to promulgate and apply tribal off-reservation fishing regulations that, if strictly enforced, will not adversely affect conservation.
(c) Indian personnel trained for and competent to provide effective enforcement of all tribal fishing regulations.

(d) Well qualified experts in fishery science and management who are either on the tribal staff or whose services are arranged for and readily available to the tribe.
(e) An officially approved membership roll.
(f) Provision for tribal membership certification, with individual identification by photograph, in a suitable form that shall be carried on the person of each tribal member when approaching, fishing in or leaving either on or off reservation waters.

Id. Sault Tribe (indeed, nearly any federally recognized tribe nowadays) easily meets all the factors. Sault Tribe is a well-established government that promulgates laws and regulations on many topics, including fishing regulations. *See*, *e.g.*, Sault Tribe Constitution and Tribal Code, https://www.saulttribe.com/government/tribal-code. It has a competent Police Department to provide enforcement. Marchand Declaration 1. It has well-qualified experts in its Fisheries Management Program. Silet Declaration 1, 4. It maintains an official membership roll and each member is issued an identification card. Sault Tribal Code Sections 11.102 and 11.111, https://www.saulttribe.com/images/downloads/government/Tribal%20code/Chapter-011.pdf. Accordingly, Sault Tribe is perfectly capable of self-regulating its treaty fishing activities.

Moreover, tribes elsewhere self-regulate their treaty rights activities. For example, it is Sault Tribe's understanding that one or more 1842 Treaty tribes self-regulate their treaty fishing activities in western Lake Superior waters within the State of Michigan without a formal agreement with the State of Michigan. Silet Declaration 4. In *Mille Lacs*, the court approved a stipulation between the parties that provided for tribal self-regulation of treaty fishing activities. 952 F.Supp. at 1397. Even if some tribes did not adopt or enforce the self-regulation framework, their members would still only be subject to those state laws and regulations that meet the conservation necessity standard. *Id*. And in *United States v. Washington*, the court found tribes qualified to self-regulate the off-reservation fishing of their members. 384 F.Supp. 312, 333 (W.D. Wash. 1974). In short, tribal self-regulation is appropriate.

IV. THE OTHER PARTIES CANNOT BIND SAULT TRIBE TO THEIR AGREEMENT WITHOUT ITS CONSENT.

Given its exclusion from negotiations, Sault Tribe does not know what the other parties' plan is with respect to their proposed successor decree, but it is possible that the other parties intend to ask this Court to bind Sault Tribe to an agreement which Sault Tribe did not enter, and to do so over Sault Tribe's objection. The Court cannot do so, and the other parties should not expect it to. The other parties are free to enter into an agreement among themselves if they choose, but they cannot bind another party, much less another sovereign government, to their agreement against its will.

A. SAULT TRIBE CANNOT BE BOUND TO A NEW CONSENT DECREE WITHOUT ITS CONSENT.

The "voluntary nature of a consent decree is its most fundamental characteristic" and "it is the parties' agreement that serves as the source of the court's authority to enter any judgment at all." *Loc. No. 93 v. City of Cleveland*, 478 U.S. 501, 522-23 (1986). Thus, "a court may not enter a consent decree that imposes obligations on a party that did not consent to the decree." *Id*. at 529. If the other parties present their proposed successor decree as a new decree, then the new decree cannot bind Sault Tribe absent its consent.

While Judge Fox did impose the 1985 decree over Bay Mills' objection, the circumstances then were markedly different. Bay Mills' Chairperson signed the proposed agreement pursuant to a delegation of authority by Bay Mills' General Council and Bay Mills moved for entry of the agreement. Dkt. 761; Dkt. 777; Dkt. 837 at 8. Bay Mills' General Council later rejected the agreement, whereupon Bay Mills proposed its own plan and, most importantly, agreed that Judge Fox could decide which of the two proposed plans to adopt. Dkt. 837 at 8, 10

In contrast, Sault Tribe has not agreed to any final agreement the other parties have negotiated and, in fact, is not aware of the current state of any proposed successor agreement. Sault Tribe does not agree that the Court may choose between two proposed plans or between different alternative provisions. Instead, Sault Tribe believes the consent decree framework is no

longer feasible for it given its inability to reach agreement with the other parties and seeks enforcement of the 2000 Decree's expiration term.

B. THE OTHER PARTIES CANNOT MEET THE HIGH STANDARD FOR MODIFICATION OF A CONSENT DECREE.

It is possible that the other parties will submit a proposed consent decree to the Court and frame it as a "modification" of the existing decree.[3] While a court has authority to modify a consent decree over a party's objection under appropriate circumstances, modification is an extraordinary remedy subject to a high standard. The other parties must meet that high standard. First, they must show that a significant change in circumstances warrants revision of the 2000 Decree. *Rufo v. Inmates of Suffolk Co. Jail*, 502 U.S. 367, 383 (1992). For example, (1) changed factual conditions make compliance with the decree substantially more onerous; (2) the decree proves to be unworkable because of unforeseen circumstances; or (3) enforcement of the decree without modification would be detrimental to the public interest. *Id*. at 384. If a party meets that standard, then a court must determine whether the proposed modification is suitably tailored to the changed circumstances. *Id*. at 383. Modifications should generally only be granted for genuinely unanticipated changes in circumstances. *Id*. at 385. A court should not rewrite the consent decree merely for the convenience of a party. *Id*. at 391; *East Brooks Books, Inc. v. City of Memphis*, 633 F.3d 459, 465 (6th Cir. 2011). Modification of a consent decree is an "extraordinary remedy that should not be undertaken lightly." *Id*. (quoting *Waste Mgmt. of Ohio, Inc. v. City of Dayton*, 132 F.3d 1142, 1147 (6th Cir. 1997) (Jones, J., concurring)). This is especially true "where the design is not to relieve a party of obligations but to impose new responsibilities." *Juan F. v. Weicker*, 37 F.3d 874, 878 (2d Cir. 1994) (quoting *Walker v. HUD*, 912 F.2d 819, 826 (5th Cir. 1990)). "A contrary rule would discourage compromise for fear of adverse judicial modification." *Id*.

Moreover, Sault Tribe has a strong and legitimate governmental interest in managing its own treaty fishing activities that cannot be ignored in that analysis. *Cf. Frew v. Hawkins*, 540 U.S.

[3] On November 14, 2022, the other Parties filed a motion for an indefinite extension of the 2000 Decree. An extension is a modification subject to the following discussion.

431, 441 (2004) (if not appropriately limited, consent decrees involving governments "may improperly deprive future officials of their designated legislative and executive powers"); *Miliken v. Bradley*, 433 U.S. 267, 280-81 (1977) ("[F]ederal courts…must take into account the interests of [governmental] authorities in managing their own affairs….").

Although Sault Tribe cannot address the details of the other parties' proposed successor decree due to the confidentiality agreement between the parties, it does not believe that many, if any, of the other parties' proposed modifications would meet the *Rufo* standard. Nor would an indefinite or long-term extension of the 2000 Decree. Therefore, the parties cannot expect to bind Sault Tribe to their agreement over its objection.

CONCLUSION

After more than three years of painstaking negotiations, Sault Tribe has been unable to reach an agreement with the other parties for a successor consent decree that would adequately serve Sault Tribe's sovereignty and treaty rights. Sault Tribe therefore asks this Court to give effect to the bargain the parties made and enforce the expiration provision of the 2000 Decree with respect to Sault Tribe.

Respectfully submitted this 14th day of November, 2022.

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CERTIFICATE OF WORD COUNT COMPLIANCE

I certify that this Brief in Support of Motion to Enforce Great Lakes Fishing Consent Decree contains 4,284 words, in compliance with W.D. Mich. LCivR 7.3(b). Microsoft Word, Version 2208 was used to generate this word count.

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CERTIFICATE OF SERVICE

I certify that on November 14, 2022, I caused the foregoing Brief in Support of Motion to Enforce Great Lakes Fishing Consent Decree to be electronically filed with the Clerk of Court using the Court's ECF system which will send notification of such filing to the attorneys of record in this matter.

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