



U.S. Department of Justice

*United States Attorney
Western District of Pennsylvania*

*Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Suite 4000
Pittsburgh, Pennsylvania 15219*

412/644-3500

March 27, 2025

Rodney O. Personius, Esquire
Joseph M. Guerra III, Esquire
Personius Melber LLP
2100 Main Place Tower
Buffalo, NY 14202

Re: United States of America v.
Erie Coke Corporation
Criminal No. 1:22-cr-23,

Dear Messrs. Personius and Guerra:

This letter sets forth the agreement by which your client, Erie Coke Corporation, will enter a plea of guilty in the above-captioned case. The letter represents the full and complete agreement between Erie Coke Corporation and the United States Attorney for the Western District of Pennsylvania. The agreement does not apply to or bind any other federal, state, or local prosecuting authority.

Upon entering a plea of guilty, Erie Coke Corporation will be sentenced under the Sentencing Reform Act, 18 U.S.C. § 3551, et seq. and 28 U.S.C. § 991, et seq. The Sentencing Guidelines promulgated by the United States Sentencing Commission will be considered by the Court in imposing sentence. The facts relevant to sentencing shall be determined initially by the United States Probation Office and finally by the United States District Court by a preponderance of the evidence.

A. The defendant, Erie Coke Corporation, agrees to the following:

1. The defendant will enter a plea of guilty to Counts One and Three of the Indictment at Criminal No. 1:22-cr-23, charging the defendant with

**LIMITED OFFICIAL
USE**

violating 18 U.S.C. § 371 and 42 U.S.C. § 7413(c)(1), respectively, pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

The defendant will provide to the Court and to the United States written evidence in the form of a notarized resolution of the Board of Directors with both notary and corporate seals, certifying that the defendant corporation is authorized to plead guilty to the felony charges set forth in the Indictment, and to enter into and comply with all provisions of this agreement. The resolution shall further certify that the person representing the defendant corporation is authorized to take these actions and that all corporate formalities, including but not limited to, approval by the defendant's directors, required for such authorization, have been observed.

The defendant shall not, through a change of name, business reorganization, sale or purchase of assets, divestiture of assets, or any similar action, seek to avoid the obligations and conditions set forth in this plea agreement. This plea agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and bind partners, assignees, successors-in-interest, or transferees of the defendant.

2. The defendant acknowledges the defendant's responsibility for the conduct charged in Counts Two and Four through Eight of the Indictment at Criminal No. 1:22-cr-23, and stipulates that the conduct charged in those Counts may be considered by the Probation Office or by the Court in calculating the guideline range and in imposing sentence.
3. At the time Erie Coke Corporation enters the defendant's plea of guilty, the defendant will deposit a special assessment of \$800 in the form of cash, check, or money order payable to "Clerk, U.S. District Court." In the event that sentence is not ultimately imposed, the special assessment deposit will be returned.
4. Erie Coke Corporation waives any former jeopardy or double jeopardy claims the defendant may have in or as a result of any related civil or administrative actions.
5. Erie Coke Corporation waives the right to take a direct appeal from the defendant's conviction or sentence under 28 U.S.C. § 1291 or 18 U.S.C. § 3742, subject to the following exceptions:
 - (a) If the United States appeals from the sentence, Erie Coke Corporation may take a direct appeal from the sentence.
 - (b) If (1) the sentence exceeds the applicable statutory limits set forth in the United States Code, or (2) the sentence unreasonably exceeds the guideline range determined by the Court under the Sentencing

Guidelines, Erie Coke Corporation may take a direct appeal from the sentence.

Defendant further waives the right to file a motion to vacate sentence under 28 U.S.C. § 2255, attacking the defendant's conviction or sentence and the right to file any other collateral proceeding attacking the defendant's conviction or sentence.

Nothing in the foregoing waivers of rights shall preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum, if otherwise permitted by law. The defendant understands that the government retains its right to oppose any such claim on procedural or substantive grounds.

6. In the event the judgment of conviction and sentence entered as a result of this plea agreement does not remain in full force and effect for any reason, the government may reinstate any charges dismissed or reduced pursuant to this plea agreement. In the event of reinstatement, the defendant waives any claim of double jeopardy, statute of limitations, speedy trial, or similar objections to any count reinstated.

B. In consideration of and entirely contingent upon the provisions of Parts A and C of this agreement, the United States Attorney for the Western District of Pennsylvania agrees to the following:

1. After the imposition of sentence and pursuant to Rule 11(c)(1)(A), the United States Attorney will move to dismiss the remaining counts of the Indictment at Criminal No. 1:22-cr-23, without prejudice to their reinstatement if, at any time, Erie Coke Corporation is permitted to withdraw the defendant's plea of guilty. In that event, Erie Coke Corporation waives any double jeopardy, statute of limitations, speedy trial, or similar objections to the reinstatement of any count dismissed pursuant to this agreement.
2. The United States Attorney retains the right of allocution at the time of sentencing to advise the sentencing Court of the full nature and extent of the involvement of Erie Coke Corporation in the offenses charged in the Indictment and of any other matters relevant to the imposition of a fair and just sentence, including victim impact.
3. The United States Attorney will take any position he deems appropriate in the course of any appeals from the sentence or in response to any post-sentence motions.

C. Erie Coke Corporation and the United States Attorney further understand and agree to the following:

1. The penalty that may be imposed upon Erie Coke Corporation at each of Counts One and Three is:
 - (a) A fine of up to \$500,000; and
 - (b) A special assessment under 18 U.S.C. § 3013 of \$400.
2. Pursuant to Rule 11(c)(1)(C), the parties stipulate and agree that the appropriate sentence in this case is a fine of \$400,000 at Count One and \$300,000 at Count Three, for a total fine of \$700,000, plus a special assessment of \$400 at each of Counts One and Three, for a total special assessment of \$800.

The parties stipulate and agree that the \$700,000 fine will be paid on the following schedule: \$400,000 by September 1, 2025, and the remaining \$300,000 by September 1, 2026. There will be no prepayment penalty.

Consistent with Rule 11(c)(1)(C), the Court may accept the plea agreement, reject the plea agreement, or defer a decision until it reviews the presentence report. If the Court rejects the plea agreement, consistent with Rule 11(c)(5), the defendant will have the opportunity to withdraw the defendant's guilty plea.

Defendant agrees that the defendant will not file a motion seeking relief under 18 U.S.C. § 3582(c)(2) if the Sentencing Guidelines are subsequently lowered by the Sentencing Commission.

3. The parties agree that the willful failure to pay any fine imposed by the Court may be treated as a breach of this plea agreement. Erie Coke Corporation acknowledges that the willful failure to pay any fine may subject the defendant to additional criminal and civil penalties under 18 U.S.C. § 3611 *et seq.* The parties understand and agree that the amount of the fine to be paid by Erie Coke Corporation was determined on the basis of funds currently in the possession of Erie Coke Corporation and its counsel, plus additional funds that Erie Coke Corporation believes in good faith will come into its possession before September 1, 2026, minus 10% of all those funds, which is to be retained by Erie Coke Corporation and/or its counsel to cover anticipated costs and attorneys' fees to be incurred by Erie Coke Corporation in finalizing the resolution of this action and/or in winding down its business affairs. In the event the funds actually received by Erie Coke Corporation, with the 10% retention, are insufficient to pay the entire fine imposed, the failure of Erie Coke Corporation to pay the entire fine shall not be treated as a "willful failure" to pay the fine or a breach of the plea agreement. If that occurs, Erie Coke Corporation will permit the government to review its financial records to substantiate that it does not have adequate funds to pay the \$700,000 fine.

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4. This agreement does not preclude the government from pursuing any civil or administrative remedies against Erie Coke Corporation or the defendant's property.
5. If, at any time after this plea agreement is signed and prior to sentencing, the defendant (i) commits any additional federal, state, or local offense; or (ii) breaches any term of this plea agreement, the United States may at its discretion be released from its obligations under this agreement and the defendant's guilty plea, if already entered, will stand. In that event, the United States will be entitled to seek a sentence other than agreed-upon, reinstate previously dismissed or reduced charges and/or pursue additional charges against the defendant. The defendant waives any claim of double jeopardy, statute of limitations, speedy trial, or similar objections to any count reinstated.

Any alleged breach of this plea agreement shall be determined by agreement of the parties or by the Court. A breach of this plea agreement shall be established by a preponderance of the evidence.

6. The parties agree that, although charges are to be dismissed pursuant to this agreement, Erie Coke Corporation is not a prevailing party for the purpose of seeking attorney fees or other litigation expenses under Pub. L. No. 105-119, § 617 (Nov. 26, 1997) (known as the Hyde Amendment). Erie Coke Corporation waives any right to recover attorney fees or other litigation expenses under the Hyde Amendment.
7. Pursuant to the Standing Order of the United States District Court dated May 31, 2017, all plea letters shall include a sealed Supplement. The sealed Supplement to this plea letter is part of the agreement between the parties hereto.

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This letter sets forth the full and complete terms and conditions of the agreement between Erie Coke Corporation and the United States Attorney for the Western District of Pennsylvania, and there are no other agreements, promises, terms or conditions, express or implied.

Very truly yours,



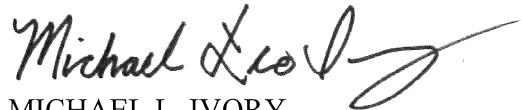
TROY RIVETTI

Acting United States Attorney



NICOLE VASQUEZ SCHMITT

Assistant United States Attorney



MICHAEL L. IVORY

Assistant United States Attorney

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I have received this letter from my attorneys, Rodney O. Personius, Esquire, and Joseph M. Guerra III, Esquire, and have read it and discussed it with them, and I understand the terms of the Agreement. I hereby voluntarily accept it and acknowledge that it fully sets forth my agreement with the Office of the United States Attorney for the Western District of Pennsylvania. I affirm that there have been no additional promises or representations made to me by any agents or officials of the United States in connection with this matter.



ERIE COKE CORPORATION

6/3/2025

Date

Witnessed by:



RODNEY O. PERSONIUS, ESQUIRE
Counsel for Erie Coke Corporation



JOSEPH M. GUERRA III, ESQUIRE
Counsel for Erie Coke Corporation