



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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DECISION

Rocky Mountain Wild	:	Protest to the Inclusion of Certain
Matthew Sandler, Staff Attorney	:	Parcels in the May 21, 2013
1536 Wynkoop, Suite 303	:	Competitive Oil and Gas Lease Sale
Denver, Colorado 80202		

Protest Dismissed

On February 14, 2013, the Bureau of Land Management (BLM) Utah State Office posted a Notice of Competitive Lease Sale (NCLS), which identified parcels of land located within the BLM Utah’s Richfield Field Office (RFO) that would be offered at a competitive oil and gas lease sale scheduled for May 21, 2013. In a letter received by this office on March 13, 2013, the Rocky Mountain Wild (RMW) protested the inclusion of seven parcels (protested parcels) on the NCLS. The seven protested parcels are as follows: UTU89510 (UT0513-003), UTU89512 (UT0513-005), UTU89515 (UT0513-008), UTU89516 (UT0513-009), UTU89517 (UT0513-010), UTU89518 (UT0513-011) and UTU89520 (UT0513-014).

In protesting the inclusion of the seven parcels identified above on the NCLS, the RMW has generally alleged that the BLM failed to comply with agency directives related to greater sage-grouse and violated the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. §§ 4321, *et seq.*, the Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. §§ 1701, *et seq.*, and the Endangered Species Act of 1973 (ESA), 16 U.S.C. §§ 1531, *et seq.* A detailed description of each substantive contention alleged in RMW’s protest, as well as the BLM’s response to each of those contentions, is provided below.

For the reasons set forth below, I have determined that offering of the protested parcels at the competitive oil and gas lease sale scheduled for May 21, 2013, is in compliance with the BLM’s policies related to greater sage-grouse, NEPA, FLPMA, ESA, as well as all other applicable laws, regulations and policies. Accordingly, the RMW’s protest of the seven parcels identified above is dismissed in its entirety.

RMW Protest Contentions and the BLM's Responses

RMW Protest Contention # 1: The BLM has failed to comply with mandates imposed by the BLM Washington Office (WO) Instruction Memorandum (IM) 2012-043 (WO-IM-2012-043).

BLM Response: WO-IM-2012-044, *BLM's National Greater Sage-Grouse Land Use Planning Strategy*, introduced and provided guidance to the BLM offices on how to consider and incorporate science-based conservation measures, which were detailed in the BLM National Technical Team's report, *A Report on National Greater Sage-Grouse Conservation Measures*, while developing land use plan amendments or revisions intended to provide for the long-term conservation of greater sage-grouse and its habitat. WO-IM-2012-043, *Greater Sage-Grouse Interim Management Policies and Procedures*, implements WO-IM-2012-044 by providing interim management policies to be applied within greater sage-grouse habitat while the land use planning actions provided for in WO-IM-2012-044 are being developed. Both WO-IM-2012-043 and WO-IM-2012-044 order each BLM state office to coordinate with their respective state wildlife agency in order to identify lands constituting "preliminary priority habitat" (PPH) for greater sage-grouse. WO-IM-2012-043 has defined PPH as follows: "Areas that have been identified as having the highest conservation value to maintaining sustainable greater sage-grouse populations. These areas would include breeding, late brood rearing, and winter concentration areas." The IM also provides specific requirements and procedures that the BLM offices must adhere to when authorizing oil and gas leasing within areas designated as PPH. However, the IM also conspicuously states that the aforementioned requirements and procedures related to oil and gas leasing within PPH are applicable within "PPH only". It is this aspect of WO-IM-2012-043, the requirements and procedures applicable to oil and gas leasing within PPH, that the RMW has specifically cited and relied upon in alleging that the BLM failed to comply with the mandates of that IM.

a. The protested parcels do not contain PPH for greater sage-grouse, as defined by WO-IM-2012-043. Therefore, the requirements and procedures mandated by WO-IM-2012-043 for oil and gas leasing within PPH do not apply.

The RMW has stated and the BLM acknowledges that portions of the protested parcels are located upon land that a 2011 Utah Division of Wildlife Resources (UDWR) preliminary priority habitat map identified as greater sage-grouse habitat. However, following consultation and coordination with the UDWR and after reviewing the best and most current greater sage-grouse data available for the specific lands where the protested parcels are located, the BLM determined that the protested parcels contain neither greater sage-grouse nor habitat for greater sage-grouse. This determination has been documented on page 49 of the Environmental Assessment (EA) prepared for the May 21, 2013, competitive oil and gas lease sale (Lease Sale EA; DOI-BLM-UT-C020-2012-035-EA).

In preparation for the May 2013 competitive oil and gas lease sale, the BLM coordinated extensively with the UDWR, the state agency with jurisdiction over wildlife in the State of Utah. This coordination has included the exchange of data and consultation regarding existing data and additional data collected during site-visits to the protested parcels. The UDWR data provided to the BLM included the 2011 UDWR preliminary priority habitat map and the associated data, which indicated that portions of the protested parcels overlapped with occupied habitat for greater sage-grouse. Additionally, the BLM and the UDWR also reviewed UDWR lek data, which indicated that two historical greater sage-grouse leks had been located on lands

surrounding the protested parcels. However, the UDWR lek data also indicated that the two aforementioned historical leks had not been occupied by greater sage-grouse in approximately twenty years.

On September 26, 2012, members of an interdisciplinary parcel review team (IDPR Team), which was composed of resource specialists from the BLM RFO, including a wildlife biologist, conducted site-visits to the lands upon which the protested parcels are located in order to verify existing data and collect additional information. During these site-visits, close examinations of the subject lands revealed no evidence of recent greater sage-grouse occupancy or greater sage-grouse habitat on any portion of the protested parcel lands. Additionally, following examinations of the data collected during these site-visits by BLM and UDWR biologists, the inactivity of the two historical leks surrounding the protested parcels was confirmed and it was also determined that there are no active leks within 4 miles of the protested parcels. As a result of the analysis and data referenced above, which included existing BLM and UDWR greater sage-grouse data, the additional site-specific data collected during visits to the protested parcels, as well as consultation with both the UDWR and the United States Fish and Wildlife Service (USFWS), the BLM RFO concluded that the protested parcels were absent of both greater sage-grouse and habitat of value for greater sage-grouse. Furthermore, in an October 26, 2012 e-mail, the UDWR documented its concurrence with the BLM RFO's conclusion that the protested parcel lands are completely absent of both greater sage-grouse and habitat of value for greater sage-grouse. Lease Sale EA at 49.

As previously noted, WO-IM-2012-043 defined PPH as areas “having the highest conservation value to maintaining sustainable greater sage-grouse populations”, specifically defined as “breeding, late brood rearing and winter concentration areas.” Considering that wildlife biologists from both the BLM and the UDWR have concluded that no portion of the protested parcels contains either greater sage-grouse or habitat of value for greater sage-grouse, as well as the determination that there are no active leks within 4 miles of the protested parcels, it is irrefutably apparent that the protested parcels do not meet the definition of PPH under WO-IM-2012-043. Thus, as RMW has specifically cited in its protest, because WO-IM-2012-043 very conspicuously states that the requirements and procedures related to oil and gas lease authorizations within PPH only apply within PPH, those requirements and procedures do not apply to the BLM Utah's decision to offer for lease the protested parcels, which are not within PPH.

b. Even if it is assumed, arguendo, that the protested parcels occupy land constituting PPH under WO-IM-2012-043, the procedures and review performed by the BLM in deciding to offer those lands for lease was executed in a manner that complies with the requirements and procedures mandated by WO-IM-2012-043.

With regard to oil and gas lease authorizations within PPH, WO-IM-2012-043 provides the following:

“[W]here a field office determines that it is appropriate to authorize a proposed leasing decision...the BLM will document the reasons for its determination and require the lessee to implement measures to minimize impacts to sage-grouse habitat” and “[u]nless the BLM determines, in coordination with the respective state wildlife agency, that the proposed lease and mitigation measures would cumulatively maintain or enhance Greater Sage-Grouse habitat, the

proposed lease decision must be forwarded to the appropriate BLM State Director, State Wildlife Agency Director, and [US]FWS representative for their review...”

WO-IM-2012-043 also provided the BLM Field Offices with discretion to defer leasing until the completion of the land use planning actions provided for in WO-IM-2012-044. In fact, prior to issuing the NCLS for the May 21, 2013 sale, the BLM exercised this discretion by deferring one parcel (UT0513-013) on the basis that a review of the parcel revealed that it contained habitat for greater sage-grouse and the lease stipulations provided for in the existing land use plan, as well as the mitigation measures available, would not sufficiently avoid or mitigate potential adverse impacts to greater sage-grouse.

As previously described in more detail, following reviews of the BLM and the UDWR sage-grouse data, site-visits and examinations of the protested parcel lands, as well as consultation with the UDWR biologists, the BLM made the determination that the protested parcels are not occupied by greater sage-grouse, do not contain valuable habitat for greater sage-grouse and are not within 4 miles of an active lek. As documented at page 49 of the Lease Sale EA and in an October 26, 2012, e-mail from the UDWR to the BLM, the BLM’s determination that the protested parcels are absent of greater sage-grouse and habitat of value for greater sage-grouse was made “in coordination” with, and with concurrence from, the UDWR. Considering the determinations by the BLM and the UDWR regarding greater sage-grouse, as well as the manner in which the BLM and the UDWR coordinated and consulted during the process of making this determination, it is clear that the BLM’s decision to lease the protested parcels was made in a manner that is consistent with the requirement under WO-IM-2012-043 to “determine, in coordination with the respective state wildlife agency, that the proposed lease...would cumulatively maintain or enhance Greater Sage-Grouse habitat.” Furthermore, because the UDWR, the agency with jurisdiction over wildlife in the State of Utah, both coordinated and concurred with the BLM’s determination that leasing of the protested parcels would not adversely impact greater sage-grouse, the provisions under WO-IM-2012-043, which require forwarding of proposed leasing decisions to the BLM State Director, State Wildlife Agency Director, and the USFWS representative for review, do not apply. Nonetheless, it should be noted that in deciding to offer the protested parcels for lease, the BLM has consulted with the UDWR, the USFWS (by way of a memorandum, dated March 28, 2013, from the BLM Utah Deputy State Director for Land and Minerals to the Field Supervisor, USFWS, Utah Field Office) and the BLM Utah State Director.

For the reason set forth above, the RMW’s protest contention #1 is dismissed.

RMW Protest Contention #2: The BLM’s decision to lease the protested parcels undermines the land use planning actions currently being developed in Utah pursuant to WO-IM-2012-044.

BLM Response: As previously noted, WO-IM-2012-044 provides guidance to the BLM offices with respect to the development of land use plan amendments or revisions intended to provide for the long-term conservation of greater sage-grouse and its habitat. The RMW has alleged that the BLM Utah’s decision to lease the protested parcels undermines the greater sage-grouse land use planning actions currently being developed in Utah pursuant to WO-IM-2012-044.

First, it should be restated that based upon a review of the best and most current BLM and UDWR greater sage-grouse data available for the protested parcel lands, which includes the

“new” data collected and analyzed during site-visits to the protested parcels, the BLM determined that neither greater sage-grouse nor habitat for greater sage-grouse exist in the area of the protested parcels. Considering this determination, it seems both obvious and logical to conclude that leasing the protested parcels will not adversely impact greater sage-grouse and, therefore, could not possibly undermine any potential management alternative in a forthcoming sage-grouse land use planning decision.

Notwithstanding the seemingly obvious conclusion that leasing of the protested parcels would not undermine a pending sage-grouse land use planning decision, it is clear that the BLM’s decision to lease those lands is consistent with both statutorily imposed requirements and existing BLM policy with respect to oil and gas leasing during periods of time when an amendment or revision to an existing land use plan is being developed. Section 302(a) of FLPMA, 43 U.S.C. § 1732(a), requires the BLM, in managing the public lands, to do so in accordance with the applicable land use plans, which it has established. In *Center for Native Ecosystems*, 174 IBLA 174, 177 (2008), the Board, citing to WO-IM-2004-110, elaborated upon the requirements of section 302(a) by noting that it is the BLM’s policy to follow management decisions within an existing land use plan while amendments or revisions to that plan are being prepared. As documented at pages 3-4 of the Lease Sale EA, the BLM has determined that leasing of the protested parcels, under the conditions provided for in the NCLS, is in fact in conformity with the existing land use plan. Furthermore, it should be pointed out that the RMW has not contested the consistency of leasing the protested parcels with the *existing* land use plan.

On August 13, 2004, the BLM issued WO-IM-2004-110, Change 1, which provided further guidance regarding WO-IM-2004-110 by noting that the BLM State Directors have discretion to defer leasing during land use planning amendments and revisions. However, WO-IM-2004-110, Change 1, has been interpreted as merely re-emphasizing the discretionary authority afforded to the BLM State Directors, not a mandate to exercise this discretion. *See, e.g., Center for Native Ecosystems*, 174 IBLA 174, 177. It is apparent that if leasing of the protested parcels did pose any potential to adversely impact greater sage-grouse or an associated pending land use planning action, the BLM would have considered exercising its discretion to defer the parcels because, as previously noted, it exercised this very discretion when it deferred parcel UT-0513-013 due to potential adverse impacts to greater sage-grouse. Thus, on the basis that the RMW has not provided, nor is this office aware of, any specific evidence that would support an assertion that leasing the protested parcels would either be inconsistent with the existing land use plan or undermine a pending sage-grouse land use planning action, RMW’s protest contention #2 is dismissed.

The RMW Protest Contention #3: The BLM violated NEPA by failing to: (a) adequately analyze the direct, indirect, and cumulative impacts of leasing the protested parcels on greater sage-grouse, (b) adequately analyze the effectiveness of lease stipulation and other mitigating measures on preventing significant impacts to greater sage-grouse, and (c) consider the best available science regarding greater sage-grouse.

BLM Response: (a) **Direct, indirect and cumulative impacts:** NEPA requires the BLM to take a “hard look” at the potential environmental impacts of proposed federal actions. *Southern Utah Wilderness Alliance*, 159 IBLA 220, 234-35 (2003). This “hard look” must identify relevant areas of environmental concern, which includes the direct, indirect and cumulative impacts of the proposed action. 40 CFR 1508.8. The RMW contends that the BLM failed to take the requisite “hard look” at the impacts of leasing the protested parcels on greater sage-grouse.

Direct impacts are caused by the action and occur at the same time and place. Indirect impacts are also caused by the action, but may occur later in time or farther removed in distance. 40 CFR 1508.8. As previously described in detail in the responses to contentions #1 and #2, the BLM RFO did consider the direct and indirect impacts of leasing the protested parcels on greater sage-grouse. To summarize briefly, after reviewing the BLM and UDWR greater sage-grouse data, examining and collecting additional data during visits to the protested parcels, and coordinating with the UDWR, it was determined that greater sage-grouse and greater sage-grouse habitat are not present within the area of the protested parcels and, therefore, leasing the parcels would have neither direct nor indirect impacts upon greater sage-grouse. As previously noted, the BLM has already deferred the only parcel (UTU-0513-013) with a potential to have either a direct or indirect impact on greater sage-grouse habitat. This analysis and determination as to the direct and indirect impact on greater sage-grouse was documented at page 49 of the Lease Sale EA.

With regard to the cumulative impacts on greater sage-grouse of leasing the protested parcels, 40 CFR 1508.7 provides that a “cumulative impact is the impact...which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions....” The BLM Utah NEPA Guidebook provides further guidance regarding cumulative impacts by noting that if the proposed action would not have any direct or indirect impacts on a particular resource; there would also be no cumulative impacts on that resource. The BLM Utah NEPA Guidebook at 75 (July 2010). Thus, because it was determined that greater sage-grouse and its habitat do not exist within the areas of the protested parcels and, therefore, leasing the protested parcels would have neither direct nor indirect impacts on greater sage-grouse, it may also be concluded that a cumulative impacts analysis is unnecessary. For the reasons stated above, the RMW’s contention that the BLM failed to adequately analyze the direct, indirect and cumulative impacts of leasing the protested parcels on greater sage-grouse is dismissed.

(b) Effectiveness of lease stipulations and other mitigating measures: For the same reasons detailed in subsection (a) of this response, most notably, the BLM’s determination that the protested parcels contain neither greater sage-grouse nor its habitat, it is obvious there is no need to evaluate the effectiveness of lease stipulations or other mitigating measures for the protection of greater sage-grouse. Accordingly, subsection (b) of the RMW’s protest contention #3 is also dismissed.

(c) Consideration of the best available science: The RMW has alleged that the BLM failed to consider the “best available science” regarding greater sage-grouse when making its decision to lease the protested parcels. In support of this contention, the RMW points to the NTT Report (Attachment 1 to WO-IM-2012-044) as the best available information regarding greater sage-grouse. However, RMW has not provided any specific points of data or scientific information from the NTT Report which it believes the BLM failed to consider or that contradicts the analysis and ultimate determinations by the BLM and the UDWR with respect to greater sage-grouse within the protested parcel lands. The NTT report generally calls for the use of the best and most current information available. As previously stated, prior to making the decision to offer the protested parcels for lease, the BLM reviewed both the best and most current BLM and UDWR sage-grouse data available for the protested parcel lands and, in September 2012, an interdisciplinary team of resource specialists from the BLM RFO visited the protested parcels in

order to collect and analyze additional sage-grouse data. The data reviewed, collected and analyzed by the BLM prior to deciding to offer the protested parcels for lease represent the most current sage-grouse data available for those specific lands, which is clearly consistent with the NTT Report. Thus, RMW's protest contention #3(c) is also dismissed.

RMW Protest Contention # 4: The BLM violated FLPMA by failing to: (a) “prevent unnecessary and undue degradation” to the lands under its management and (b) insure consistency, as required by section 202(c), 43 U.S.C. § 1712(c).

BLM Response: (a) Failure to prevent unnecessary and undue degradation: As the RMW has stated, FLPMA imposes upon the BLM an affirmative obligation to “prevent unnecessary or undue degradation” to the lands under its management. 43 U.S.C. §1732(b). The RMW contends that leasing of the protested parcels would have impacts upon habitat for greater sage-grouse that would constitute a violation of 43 U.S.C. §1732(b). The RMW has also alleged that the decision to lease the protested parcels is a violation of the BLM Manual Section 6840, which provides guidance on managing lands containing BLM special status species. However, the only rationale provided by the RMW in support of its contentions that the BLM violated 43 U.S.C. §1732(b) and the BLM Manual Section 6840 is that “greater sage-grouse is a BLM special status species and the BLM should not be leasing within important habitat.” While the BLM agrees that the greater sage-grouse is a BLM-designated special status species, as has been previously stated at length, based upon a review of the best available and most current data for greater sage-grouse for the protested parcels lands, it has been determined that those lands do not contain greater sage-grouse or valuable greater sage-grouse habitat. Thus, considering that this office is neither aware of nor has the RMW provided any evidence contradicting the determinations by the BLM regarding greater sage-grouse, this component of the RMW's protest is deemed to be without merit and is therefore dismissed.

(b) Consistency provisions of section 202(c): The RMW contends that the BLM violated the consistency provisions of section 202(c) of FLPMA, 43 U.S.C. § 1712(c), because leasing of the protested parcels “is not being consistent with the policies of state, tribal, and other agencies...regarding greater sage-grouse and other species.”

First, it should be noted that the RMW has not identified any of the “other species” referenced in its aforementioned statement. As a result, this response assumes that the focus of the RMW's contention is greater sage-grouse.

In stating its contention that the BLM violated section 202(c), the RMW has omitted important information regarding the purpose, context and, most importantly, applicability of those provisions to the BLM's decision to lease the protested parcels. Section 202 of FLPMA applies specifically to “the development and revision of land use plans,” not actions taken pursuant to an existing land use plan. 43 U.S.C. § 1712 (c). While it is true that section 202 of FLPMA does require the BLM to coordinate with other federal agencies, states, tribes and local governments in order to ensure consistency with state and local plans during the land use planning process, to the extent that doing so is consistent with federal law, that section does not require such coordination and consistency with regard to discrete decisions implementing actions already provided for in an approved land use plan. 43 U.S.C. § 1712 (c)(9); *Center for Native Ecosystems*, 174 IBLA 174, 184 (2008). Thus, as the BLM's decision to lease the protested parcels is clearly a decision that implements a management decision in an existing land use plan, not a decision related to the development or revision of a land use plan, it is also clear that the

RMW has misinterpreted the implications of section 202 (c) on the BLM's decision to lease the protested parcels.

Nonetheless, even if the consistency provisions of section 202(c) are applied to the BLM's decision to lease the protested parcel, as previously stated in more detail in the response to contention #1, the analysis and consultations upon which the BLM's leasing decision was based were conducted in manner that is consistent with the policies of the BLM and the State of Utah (UDWR) with respect to greater sage-grouse. Furthermore, the only inconsistency specifically alleged by the RMW is that the BLM's leasing decision "is not consistent with [Colorado] CO Division of Wildlife policy, COGCC Regulations and other state, local and federal policies and programs." This office has neither investigated nor can it confirm or refute the accuracy of the RMW's contention that the proposed leasing action is inconsistent with the wildlife policies and related regulations for the State of Colorado. However, it would seem safe to assume that this specific contention may be dismissed regardless of the consistency, or not, of the proposed leasing action in *Utah* with wildlife policies and regulations in the State of Colorado.

RMW Protest Contention # 5: In offering the protested parcels for lease, the BLM has violated the ESA.

BLM Response: The RMW contends that leasing the protested parcels is a violation of the section 7 consultation requirements under the ESA. More specifically, the RMW has alleged that the proposed leasing action violates the ESA because the protested parcels are located within occupied greater sage-grouse habitat and the BLM failed to consult with the USFWS, as required by section 7 of the ESA.

First, it should be clarified that section 7 of the ESA requires federal agencies to consult with the USFWS, either informally or formally, with respect to federal actions that "may affect" a listed species or its critical habitat. 16 U.S.C. § 1536(a). As the RMW has stated, the greater sage-grouse is a *candidate species* for listing under the ESA, not an ESA-listed species. Thus, the consultation requirements of section 7 do not apply to greater sage-grouse.

Notwithstanding the ESA listing status of greater sage-grouse, it should also be reiterated that, as previously stated, although portions of the protested parcels were shown to be within occupied habitat, as depicted by a 2011 UDWR preliminary habitat map, following visits to the parcels, as well as coordination with UDWR biologists, it was determined that greater sage-grouse and its habitat are not present on any portion of the protested parcels. Therefore, the section 7 consultation requirements are also inapplicable on the basis that leasing the protested parcels would not "affect" greater sage-grouse or its critical habitat.

Finally, it should be restated that the BLM has consulted with the USFWS regarding leasing of the protested parcels. This consultation occurred by way of a memorandum, dated March 28, 2013, from the BLM Utah Deputy State Director for Land and Minerals to the Field Supervisor, USFWS, Utah Field Office.

For the reasons stated above RMW's protest contention #5 is dismissed.

Conclusion

To the extent that the RMW has raised any allegations not specifically discussed herein, they have been considered and are found to be without merit. For this reason, and for those previously discussed, the RMW's protest of the inclusion on the NCLS of parcels UTU89510 (UT0513-003), UTU89512 (UT0513-005), UTU89515 (UT0513-008), UTU89516 (UT0513-009), UTU89517 (UT0513-010), UTU89518 (UT0513-011) and UTU89520 (UT0513-014) is dismissed.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 C.F.R. Part 4 and Form 1842-1 (Enclosure 1). If an appeal is taken, the notice of appeal must be filed in this office (at the address shown on the enclosed Form) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition for a stay pursuant to 43 C.F.R. Part 4, Subpart B § 4.21, during the time that your appeal is being reviewed by the Board, the petition must show sufficient justification based on the standards listed below. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall be evaluated based on the following standards:

1. The relative harm to the parties if the stay is granted or denied;
2. The likelihood of the appellant's success on the merits;
3. The likelihood of immediate and irreparable harm if the stay is not granted; and
4. Whether the public interest favors granting the stay.

Copies of the notice of appeal, petition for stay, and statement of reasons also must be submitted to the Office of the Regional Solicitor, Intermountain Region, 125 South State Street, Suite 6201, Salt Lake City, Utah 84138, at the same time the original documents are filed in this office.

If you have any further questions, please contact Pam Schuller of this office at (801) 539-4050.

/s/ Jenna Whitlock for

Juan Palma
State Director

Enclosure:

1. Form 1842-1

cc: James Karkut, Office of the Solicitor, Intermountain Region,
125 South State Street, Suite 6201, Salt Lake City, Utah 84138

Enclosure 1
Form 1842-1