

Supreme Court, U.S.

FILED

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OFFICE OF THE CLERK

No. 19-8202

IN THE

SUPREME COURT OF THE UNITED STATES

LINDA GOUGH, Petitioner

v.

BANKERS LIFE AND CASUALTY COMPANY, Respondent

ON WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

PETITION FOR REHEARING

Linda J. Gough  
*Petitioner, pro se*  
6900 Wisconsin Ave. #30497  
Bethesda, MD 20824  
(240) 205-4000  
*lingough12@yahoo.com*

IN THE SUPREME COURT OF THE UNITED STATES

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No. 19-8202

LINDA GOUGH, Petitioner

v.

BANKERS LIFE AND CASUALTY COMPANY, Respondent

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ON WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS  
FOR THE FOUTH CIRCUIT

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**PETITION FOR REHEARING**

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Pursuant to Rule 44 of the Rules of this Court, the *pro se* petitioner, Linda Gough, respectfully petitions for a rehearing of the order entered on June 8, 2020, denying the petition for writ of certiorari to the United States Court of Appeals for the Fourth Circuit after an unpublished *per curiam* opinion on October 22, 2019, which found no reversible error and affirmed the reasons stated by the United States District Court for the District of Maryland, which granted with prejudice the respondent's motion to dismiss on February 12, 2019.

The petition is made on the following grounds: 1. a material factual or legal matter was overlooked; 2. a change in law occurred after submission of the case and was overlooked; 3. the opinion and conflicts were not address; and 4. the case involves one or more questions of exceptional importance.

The grounds stated above are confined limited to intervening circumstances of substantial or controlling effect or to other substantial grounds not previously presented.

## INTRODUCTION

The petition for rehearing is presented in good faith and not for delay. This case involves one or more issues of exceptional importance. The denial of the petition of writ of certiorari leaves the complaint at district court and issues presented at the court of appeals unresolved that when combined accuse Bankers Life of three Fair Labor Standards Act (FLSA) violations and a sex discrimination charge. In addition, the denial leaves the discrimination charge that occurred within the district court without judgement or remand.

## STATEMENT OF THE CASE

As a motion without judgement is not final for purposes of judicial review, the petitioner humbly request the Court reviews the petition for rehearing and reverse the judgement.

The four issues brought before the court of appeals were modified to three questions presented in Gough's petition for writ of certiorari. It is important for this Court to determine whether genuine issues of material fact were overlooked or not addressed. The petitioner refers to where each matter was previously addressed below:

1. Bankers Life hired Gough as an insurance agent based on 100 percent commission with a 1099 tax form and, therefore, properly classified her as an

independent contractor. It is necessary for the court to make a judgement as to whether the FLSA “outside sales” exemption applies to her case and that she is entitled to relief as this matter was previously overlooked.

On September 21, 2018, the district court judge issued an opinion granting Gough “30 days to file refile her claim as a violation of the FLSA 29 U.S.C. § 201 et seq., ... in “an Amended Complaint pleading 1. Bankers Life misclassified her as an independent contractor during the course of her employment, and 2. The FLSA does not exempt her from its protections.” Gough obliged and refiled the claim as an FLSA violation in an amended complaint on October 22, 2018.

Gough’s amended complaint included content and exhibits that provided factual evidence of depressed wages and living standards and age discrimination. She mentioned the Economic Realities Test (ERT) but did not provide enough information for the judge to support the misclassification claim.

Counsel for the respondent, Bankers Life, promptly submitted a motion to dismiss on October 26, 2018 stating that Gough’s “failure to allege any facts that might militate against application of the outside sales exemption corroborates the propriety of dismissal”.

It was in Gough’s opposition memo dated November 16, 2018, that she further broke down the ERT to support the employment discrimination charge as a violation of FLSA minimum wage and overtime.

Gough is a non-attorney and was unaware of the FLSA “outside sales” exemption and misapprehended how to present this violation. Gough did refer to

the content in the district courts document 10 that included her 1099 tax form confirming her independent contractor status, along with other exhibits that confirmed Bankers Life hired her as an insurance agent based on one hundred percent commission.

The opposition memo included exhibits that support her attempt at a career as an insurance agent with State Farm insurance company as well as the Bankers Life roster. Gough included the Bankers Life weekly roster sheets to report her concern for the high turn around rate at the company and explain their schedule for outside sales. In addition, this roster illustrates supports other violations of Bankers Life, such as the sex discrimination charge.

Counsel for the respondent, Paul Kennedy, responded with a motion to dismiss on November 30, 2018. He, once again, restated that Gough was properly classified as an independent contractor and reviewed the Federal Rules of Civil Procedures. He also reiterated some of ERT to show that he read Gough's legal documents. Kennedy did not state that Bankers Life violated FLSA "outside sales" exemption.

Gough responded to Kennedy's motion to dismiss with a surreply on January 23, 2019. She went into further detail to address Kennedy's motion to dismiss. She further explained the misclassification claim and expounded upon the ERT. At this time, Gough did not know of the specific "outside sales" exemption within FLSA, therefore she focused on the misclassification claim.

The surreply included exhibits that illustrate that Gough represented Bankers Life as a responsible and respectful insurance agent until the end of December 2016. Gough took care of her policy holders until the end as she closed out her insurance agent account; paid off any balance owed to the company; and communicated with the IRS. These exhibits should support her “outside sales” exemption status as an insurance agent with Bankers Life within the realm of a 1099 independent contractor.

The district court judge docketed his opinion on February 12, 2019, and in conclusion, granted with prejudice Bankers Life motion to dismiss plaintiff's amended complaint. The judge denied Gough's motion to reconsider reimbursement of expenses.

The judge's memorandum opinion detailed the case history; however, the judge did not conclude or support that Bankers Life violated FLSA, or more specifically, that Bankers Life was guilty of violating the “outside sales” exemption as applied to Gough's case.

On page 9 of the memorandum opinion, the judge did state that “Bankers Life properly classified her as an independent contractor, not as an employee. As a result, she has no plausible claim for lost wages or unemployment benefits.” In the footnotes of page 9, the judge wrote “because Gough did not raise the issue of FLSA exemptions in either her amended complaint or her opposition to Bankers Life's motion to dismiss—the Court finds it unnecessary to determine whether the “outside sales” FLSA exemption applies to her.”

Gough poured over the judge's opinion and appealed the case at the court of appeals. She attempted to raise the issue of the "outside sales" exemption in her informal opening brief on May 2, 2019. On May 16, 2019, Bankers Life Counsel responded specifically to this issue in the informal response brief on page 11..." failure to state a claim *de novo*" and that "to survive a motion to dismiss, a plaintiff must plead enough facts to state a plausible claim for relief."

On May 28, 2019, Gough responded to Kennedy in her informal reply brief but to no avail as the judges at the court of appeals affirmed the reasons stated by the district court on October 22, 2019. Nonetheless, she attempted to explain that her primary duty was to makes sales or obtain orders for contracts for services as she sold life and health policies at Bankers Life and that she customarily and regularly engaged away from the employer's place of business.

The bottom line is as a 1099 independent contractor selling insurance "door-to-door", Bankers Life did not compensate Gough the \$455 per week standard salary level as outlined in FLSA criteria for the "outside sales" exemption.

What occurred in the years' time between Gough's amended complaint and the decision at the court of appeals on October 22, 2019, is significant as Gough submitted legal documents to the courts with substantive evidence that supports her case against Bankers Life. The information within Gough's legal documents and efforts outside of the court created a staggered case but the evidence surmounted to allege Bankers Life of the FLSA "outside sales" exemption.

The manner in which this legal case has taken its toll on Gough's life has been documented in each court and with each legal document she submitted.

On March 16, 2020, Gough submitted a 39-page United States Department of Agriculture (USDA) Office of the Assistant Secretary for Civil Rights Program Discrimination Complaint Form to further support how this case impacted her living standards.

On March 20, 2020, Gough submitted to this Court the petition for a writ of certiorari to receive judgment on the court of appeals decision.

It is in this light; Gough hopes that the respondent and the courts agree that she met the Federal Rule of Civil Procedure requirement to set forth a "short and plain statement of the claim showing that the pleader is entitled to relief." And, that the complaint has set forth enough facts to state a plausible claim for relief in order to "give the defendant fair notice of the claim is and the grounds upon which it rests."

Gough navigated the legal system as best as she could, however, the idiocracy within FLSA and stating the claim properly delayed the case as the judges within the courts misapprehended her status at Bankers Life.

With all respect, the petitioner request that the Supreme Court of the United States resolves this issue.

2. Bankers Life misclassified the insurance agent position and violated the FLSA minimum wage law. This FLSA violation may apply to the respective laws in Maryland and District of Columbia where Gough sold insurance. It is necessary for

this Court to make a judgement as to whether the economic reality test applies to her case and that she is entitled to relief.

Gough received guidance from Maryland Legal Aid to file her employment discrimination against Bankers Life at district court as a misclassification claim. She did not understand the complexity of FLSA. Within the legal system, legal documents, and timeline stated previously, Gough presented a misclassification claim to the district court and court of appeals.

Within her time at court, Gough learned that applying a misclassification claim within the insurance industry is a fairly new allegation. The laws regarding misclassification were created within the states where Gough conducted her business of selling insurance during the time of her employment as an independent contractor at Bankers Life; and then as her case proceeded in court.

The fact is as a 1099 independent contractor selling insurance “door-to-door”, Bankers Life neither compensated Gough the \$455 per week standard salary level as outlined in FLSA criteria for the “outside sales” exemption nor did Gough make minimum wage, which may fall under FLSA minimum wage violation.

Gough requests that the employment discrimination that occurred at Bankers Life be addressed. To her knowledge, no other case has challenged the misclassification of insurance agents.

It is for this reason; the petitioner respectfully requests that this Court provides judgment on the misclassification claim against Bankers Life and rehear her petition for writ of certiorari.

As a change in law occurred after submission of the case, the first two legal matters involve a question of exceptional importance as it may indict Bankers Life of violating FLSA.

3. Gough suffered sex discrimination as an employee of Bankers Life, which resulted in lost wages, pain, and suffering. As this matter was previously overlooked, it is necessary for the Court to make a judgment as to whether Bankers Life violated the FLSA Equal Pay Act of 1963 and or the Title VII of the Civil Rights Act of 1964 as she made less than minimum wage and there was a wage differential based on sex compared to other insurance agents who were men.

Within the legal system, legal documents, and timeline stated previously, Gough accused Bankers Life of sex discrimination at the district court and court of appeals. It is necessary for this Court to review the case and determine if the allegation is valid, and if so, how it may apply.

Whether the court tries the case as misclassification claim or an “outside sales” exemption, or, both considering Gough’s circumstances; the outstanding sex discrimination claim needs resolution. As this is an employment law case and the sexual discrimination charge was overlooked, it is essential that this court determine whether Bankers Life committed the crime.

In a meager attempt, Bankers Life Counsel, Kennedy, brought up “pay discrimination” in the appellee’s information response brief on page 21 to address the sex discrimination claim. In the petitioner’s informal reply brief, it simply stated to reread the informal opening brief. The petitioner intends to make clear

that she is oppressed by this circumstance Bankers Life imposed upon her. Gough requests guidance with regard to the sex discrimination claim against Bankers Life that the respondent irresponsibly mentions as “pay discrimination”.

Gough refers to the roster list of team leaders who were all men and insurance agents just as she was. She will attest that their sales activity was posted at staff meetings and will confirm that they meet Bankers Life quota. She does not know if these men were paid the \$455 per week standard salary level as outlined in FLSA criteria for “outside sales” exemption as employees of Bankers Life. These men, who were insurance agents like Gough, were compensated.

The fact the team leads were all men on the roster sheet who held a supervisory position shows they had position of greater authority. As supervisors, these men made a commission not only on their own sales but also off of the employees who they oversaw. These men, who were insurance agents like Gough, were compensated.

The petitioner hopes that this shows a connection between her sex and the allegedly unequal pay as set under Title VII. And, the petitioner also hopes that the information submitted to the court will show that the employer paid different wages to employees of the opposite sex for work requiring equal skill, effort, and responsibility under similar circumstances as stated under the Equal Pay Act.

It is for this reason; the petitioner respectfully requests that the Supreme Court of the United States provides guidance on the sex discrimination claim against Bankers Life and rehear her petition for writ of certiorari.

4. An incident at the district court lead the petitioner to question whether judicial misconduct occurred. Gough brought this to issue at the court of appeals. It is necessary for this Court to acknowledge that the conflict was not addressed as the overlooked incident had an impact the case as well as the petitioner at a personal level.

The district court judge granted Brian Markovitz, *pro bono* attorney, sealed motion to withdraw. The judge then notified Gough she was to represent herself *pro se*.

It is necessary for the Court to make a judgment as to whether the judge misapprehended the case or overlooked why the *pro bono* withdrew. Markovitz provided no explanation nor did the judge as to why Gough was left without representation. This delayed proceedings and left her in a state of despair as she had to defend herself. Attached as an exhibit is the email correspondence between Markovitz and Gough that served as a basis for the petitioner to claim discrimination.

In the informal opening brief, Gough first brought up the slight of the *pro bono* attorney, Brian Markovitz. She assumed the judge had hand in this matter as he refused further *pro bono* representation for her. The judge then later refused Gough's request to view the sealed motion to withdraw.

While Gough brought the issue to the court of appeals, it was not addressed. Gough was greatly affected by what happened and the experience led to a violation of Gough's Thirteenth and Fourteenth Amendments rights.

It is for this reason; the petitioner respectfully requests that the Supreme Court of the United States provides guidance on this conflict.

For the reasons set forth, Linda Gough prays the Court to set aside the order of dismissal and decide on its merits in order to advise on the legal matters within the petition for rehearing.

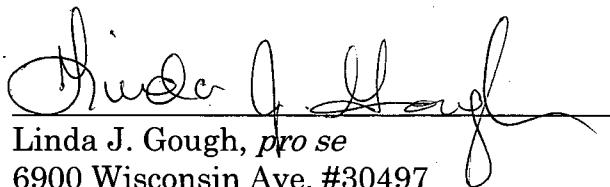
It is of utmost importance that the Supreme Court of the United States intervenes at this juncture as the petitioner is left without judgment. The unresolved matters create a suppression of material fact that would reasonably result in a different decision and, as a result, provide relief to the petitioner.

The issues that warranted certiorari may recur, therefore, it is a matter of great national importance that Supreme Court of the United States be the final arbiter of these matters through a definitive ruling.

### **CONCLUSION**

For the foregoing reasons, the petition for rehearing should be granted.

Respectfully submitted,



Linda J. Gough, *pro se*  
6900 Wisconsin Ave. #30497  
Bethesda, MD 20824  
(240) 205-4000  
lingough12@yahoo.com

**Dated: July 29, 2020**

**RE: Gough v. Bankers Life; 17-CV-2341 PJM -- Re: RE: Circuit Court Case #447256-V**

From: Brian J. Markovitz (bmarkovitz@jgllaw.com)  
To: lingough12@yahoo.com; LCooley@JGLLAW.COM  
Date: Friday, June 15, 2018, 09:37 AM EDT

Confirmed.

**From:** Linda Gough [mailto:[lingough12@yahoo.com](mailto:lingough12@yahoo.com)]  
**Sent:** Friday, June 15, 2018 9:32 AM  
**To:** Lynn Cooley; Brian J. Markovitz  
**Subject:** Re: Gough v. Bankers Life; 17-CV-2341 PJM -- Re: RE: Circuit Court Case #447256-V

Lynn and Brian, please provide confirmation that you received this by Brian deadline today, 6/15/2018, at 10am.  
Thank you, Linda

On Friday, June 15, 2018, 8:49:33 AM EDT, Linda Gough <[lingough12@yahoo.com](mailto:lingough12@yahoo.com)> wrote:

Brian,

First and foremost, for you to threaten my first amendment right because you are ill prepared and prejudice is reprehensible. Throwing the word anti-Semitic around works better as a slight in Europe. This case is in U.S.A.

The calculation you provided in the email below was already done and documented in my Response to Motion 10/23/2017.

Also, I never stated I wanted to sue a prior attorney for murder. Please do not put words in my mouth or defame my character.

I am glad Judge Messitte has acknowledged the importance of this case and need for pro bono counsel. As he assigned you, the lawyer, to write a status report for 5-hours of work and \$10,000, please take it seriously. Your

ability to reference a prior legal case...See *Ford v. Rigidply Rafters*, 984 F. Supp. 386, 392 (D. Md. 1997) ("The Court finds Plaintiff should receive one year of front pay")... is great. Unfortunately, it seems you lack substantive evidence and experience to provide a reasonable calculation for compensation.

Thanks for the reference, insight, and result of *Ford v. Rigidply Rafters*. "Front pay" can be manipulated in this circumstance. I can provide supportive evidence on this. What is my compensation if I do? The basis of your compensation is very different than mine. Oh, that's right, you're compensated.

You say I can lose? I already have. I have lost the dignity to live a respectful and reasonable standard of living. Consider the cost of room and board, student loans payments, needed expenses to survive, and cost of living, etc. I have lost my personal savings, my retirement funds, and my personal time to address scoundrels. Scoundrels who I am calling out on fraud and other illegal activities. So, in addition to your threat, consider who else I am up against. Please consider this as part of your calculation.

You agreed and said that the problem with me not getting hired is because of this case. If this is true, please include this in your calculation so that from the time this started up until it is resolved and/or I get my next full-time job that the calculation is respective of my background and experience.

**Action Item: Basis of Compensation -- with or without benefits.**

Please provide a calculation that includes two results; one with benefits and the other withouts benefits. What benefits and for how long? I'm going to say that is very relevant to this case, Gough v. Bankers Life; 17-CV-2341 PJM. I would appreciate this greatly, in addition to recommendations on representation and mediation.

Sincerely,

Linda Gough

lingough12@yahoo.com

240-205-4000

On Thursday, June 14, 2018, 3:09:08 PM EDT, Brian J. Markovitz <[BMarkovitz@JGLLAW.com](mailto:BMarkovitz@JGLLAW.com)> wrote:

Linda,

Please respond to my email by 10:00 am tomorrow. We have to file a status report with Judge Messitte tomorrow. Thank you.

Brian

**From:** Brian J. Markovitz  
**Sent:** Wednesday, June 13, 2018 1:46 PM  
**To:** 'Linda Gough'  
**Subject:** RE: Circuit Court Case #447256-V

Linda,

As we discussed this morning on our phone call, my representation of you is limited to your federal matter. I do not represent you in the matter before the Circuit Court against DLLR. You will need to obtain other counsel for that matter. While I understand that you have limited means, if you wish to have the same counsel on both cases as you explained to me today, then you will need to hire the same counsel for both matters and you will have to request that Judge Messitte remove me as counsel. If you intend to do so, please notify me in writing that you are terminating our representation of you.

As we further discussed, mediation is a potential option. Banker's Life's counsel has requested that we provide them with a monetary demand prior to any potential agreement to go to mediation. With respect to making a demand on Banker's Life, I cannot do the following that you mentioned on our calls this morning:

1. Make the Circuit Court matter against DLLR part of the mediation;
2. Sue your prior attorney for murder; or
3. Pursue a claim for 20 years of wages at attorney rates because you have been working on this matter *pro bono* as your own attorney.

Additionally, I have taken into consideration your issues with the company being unethical and your request to be paid the same as employees at other companies doing the same work such as Geico. There is no basis in the law to pursue a claim based upon what other companies pay their employees or based upon the unethical conduct of Banker's Life. The basis for your compensation is explained below.

As we discussed, the law requires only that Banker's compensate you at minimum wage rates because you did not have a set hourly rate. Minimum wage in Montgomery County for the applicable period is \$11.50. You also may be eligible for front pay, meaning you may be able to be paid for lost wages after you left the company. However, getting more than one year of pay after you left Bankers' would be an extremely uphill battle. See *Ford v. Rigidply Rafters*, 984 F. Supp. 386, 392 (D. Md. 1997) ("The Court finds Plaintiff should receive one year of front pay")

Based upon my calculations, a reasonable argument with one year of additional post-employment pay from July 2016-July 2017 is as follows:

Time period	# of Weeks	Hours	Rate per hour	Total	Minus Compensation	Total
Feb. 2016-July 2016	22	40	\$11.50	\$10,120.00	\$1,612	\$8,508.00
July 1, 2016-July 1, 2017	52	40	\$11.50	\$23,920.00	\$0	\$23,920.00
Total						\$32,428.00

There is also litigation risk in these matters, meaning that you could lose, as well as the fact that you will have to pay out of pocket expenses such as filing fees, deposition costs, and money for experts should you request one. We cannot pay for costs. Moreover, as I mentioned to you, mediation is a compromise. I suggest that you start strongly thinking about resolving this matter for an amount in the range of \$20,000.00 to \$30,000.00. I do not think you will get a better amount at trial even if you are completely successful. I would recommend you make an initial demand of \$40,000.00 to start with the understanding that you will have to go down considerably in mediation to reach a resolution.

Finally, please refrain from asking me questions like the one you did this morning where you asked me if the "Jewish way" to perform business is to cheat on taxes by misclassifying employees. Frankly, those types of comments are anti-Semitic and offensive and do not assist us in moving forward on your matter.

Please let me know today if we can make a demand on defense counsel for \$40,000.00 with the understanding that we should try our best to resolve this matter for between \$20-30k. The deadline to submit a status report is Friday, June 13, 2018 so we do not have much time within which to make this decision. Thank you.

Brian

**From:** Linda Gough [mailto:[lingough12@yahoo.com](mailto:lingough12@yahoo.com)]  
**Sent:** Wednesday, June 13, 2018 9:28 AM  
**To:** Brian J. Markovitz  
**Subject:** Re: Circuit Court Case #447256-V

On Friday, June 8, 2018, 2:35:29 PM EDT, Matthew Lawrence -DLLR- <[matthew.lawrence@maryland.gov](mailto:matthew.lawrence@maryland.gov)> wrote:

Dear Ms. Gough,

While we are both sympathetic to your personal circumstances, unfortunately neither Mr. Leovy nor I are ethically permitted to give you the legal advice you are seeking. I encourage you to continue your efforts to find private counsel.

Very truly yours,

Matthew A. Lawrence

Assistant Attorney General

DLLR

500 North Calvert St., Suite 406

Baltimore, MD 21202

(410) 230-6137

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On Fri, Jun 8, 2018 at 2:15 PM, Linda Gough <[lingough12@yahoo.com](mailto:lingough12@yahoo.com)> wrote:

Mr. Lawrence,

I'm not sure if you are the right person to contact but with respect to Mr. Leovy's referral, I will send this to you directly and cc Mr. Leovy so my effort is noted.

Thank you,

Linda

On Friday, June 8, 2018, 1:45:17 PM EDT, Linda Gough <[lingough12@yahoo.com](mailto:lingough12@yahoo.com)> wrote:

Good Afternoon Mr. Leovy,

Thanks for getting back to me so quickly. I did get to speak with Mr. Lawrence on Tuesday 6/5. It was a helpful conversation. I had more general questions so that I'm not sure if it's necessary for me to contact Mr. Lawrence. I reached out to you as you were the person that answered the phone at the MD Volunteer Lawyer Service Client Intake Line.

So you know, I left two voicemails at the Bar Association of Montgomery County, MD number but they haven't returned my call yet. The following three questions below are what I wanted to review with you. If you think Mr. Lawrence is a better person to address this with, please let me know and I will contact him directly.

1) The on-line assessment at the MD Volunteer Lawyers Service had the tab labelled "Type of Problem" asking if I needed advice, not representation. I could click on one of two responses: 1. No, I think I need an attorney to represent me, or 2. Yes, I just have a few questions for a lawyer. Mr. Lawrence mentioned I am able to file a Memorandum on my own but am wondering if I should be wait to contact the MVLS only if this goes to trial?

2) Is it appropriate for me to contact the District Court case Defendant representative P. Kennedy the same

way as Mr. Lawrence? I am curious as to the next steps and what else I can expect from him just as I am with the Circuit Court case. In particular, if these two cases will go hand-in-hand.

3) The issues with Unemployment and Bankers Life has taken considerable amount of time and money. I have depleted my financial resources to a degree that makes me vulnerable economically. No one is hiring me. I don't know if it's because of this case or not but I am assuming this may be the reason. This makes my life beyond difficult. Under the circumstances, what are my options for employment so that I have an income to establish a budget for rent and other needed expenses?

Sincerely,

Linda Gough

[lingough12@yahoo.com](mailto:lingough12@yahoo.com)

240-205-4000

On Thursday, June 7, 2018, 4:55:17 PM EDT, Leovy, John <[jleovy@oag.state.md.us](mailto:jleovy@oag.state.md.us)> wrote:

Mr. Lawrence,

Please see the e-mail I sent to Ms. Gough just now.

John M. Leovy

Chief Counsel, Tobacco Enforcement Unit

Office of the Attorney General of Maryland

410-576-7056

**From:** Leovy, John  
**Sent:** Thursday, June 7, 2018 4:54 PM  
**To:** 'Linda Gough' <[lingough12@yahoo.com](mailto:lingough12@yahoo.com)>  
**Subject:** RE: AG-Response to Petition

Ms. Gough,

Thanks for writing! I wish you all the best. However, because one of my colleagues at the Attorney General's Office has entered an appearance in the case and is taking a position adverse to yours, I am professionally constrained from giving you any advice in this matter. Indeed, it would be an ethical violation for me to give you advice in this matter.

I suggest you get in touch with the attorney from my office who filed the Response to the Petition, Matthew Lawrence, at 410-230-6137. I will cc him on this response.

Sincerely,

John M. Leovy

Chief Counsel, Tobacco Enforcement Unit  
Office of the Attorney General of Maryland  
410-576-7056

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**From:** Linda Gough <[lingough12@yahoo.com](mailto:lingough12@yahoo.com)>  
**Sent:** Thursday, June 7, 2018 4:36 PM  
**To:** Leovy, John <[jleovy@oag.state.md.us](mailto:jleovy@oag.state.md.us)>  
**Subject:** Re: AG-Response to Petition

John, I had a few more questions any chance you have time to talk today or tomorrow? Otherwise, I will call the line on Monday. Thanks, Linda

On Monday, June 4, 2018, 12:58:11 PM EDT, Linda Gough <[lingough12@yahoo.com](mailto:lingough12@yahoo.com)> wrote:

John, here is the RtP. Linda

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## GENERAL AFFIDAVIT

STATE OF Maryland

COUNTY OF Montgomery

PERSONALLY came and appeared before me the undersigned Notary, the within named Linda Jane Gough, who is a resident of Montgomery

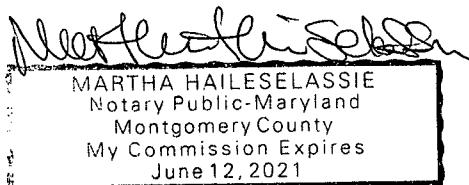
County, State of Maryland, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts, and things set forth are true and correct to the best of his/her knowledge.

DATED THIS THE 20<sup>th</sup> day of July, 2020

Linda J. Gough  
Signature of Affiant

SWORN to and subscribed before me, this 21<sup>st</sup> day of July, 2020

MARTHA HAILESELASSIE  
NOTARY PUBLIC



My Commission Expires:

June 12, 2021

