No. 20-1120

IN THE

Supreme Court of the United States

MELISSA BELGAU, ET AL.,

PETITIONERS,

V.

JAY INSLEE, ET AL.,

RESPONDENTS.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF OF AMICI CARA O'CALLAGHAN, JOANNE TROESCH, IFEOMA NKEMDI, CHELSEA KOLACKI, AND MICHELLE CYMBOR IN SUPPORT OF PETITIONERS

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March 17, 2021

QUESTIONS PRESENTED

1. Whether it violates the First Amendment for a state and union to seize union dues or fees from employees' wages without proof the employees waived their First Amendment right not to subsidize a union and its speech.

2. Whether a union engages in conduct under color of law for the purposes of 42 U.S.C. § 1983 when it collectively bargains with a state to authorize and enforce restrictions on public employees' First Amendment right not to subsidize union speech, and then works with a state to deduct union dues or fees from employees' wages.

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INTEREST OF THE AMICI CURIAE[1]

Amici are public employees from throughout the country who have tried to exercise their rights, recognized in *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018), to refrain from financially supporting a union. Each has been prevented from exercising their rights due to the same sorts of restrictive policies that Petitioners challenge in this case.

Cara O'Callaghan is an employee of the University of California, Santa Barbara, who after years of resisting was talked into signing a union card in May 2018, less than a month before the *Janus* decision. That card included new language limiting her in exercising her *Janus* rights to a single 30-day period every *four years*. The Liberty Justice Center brought a case on behalf of her and another employee, and still the union continued to enforce this provision until well after briefing was complete before the Ninth Circuit—at which point the union attempted to shield their unconstitutional policy from scrutiny by unilaterally ending her dues deduction.

Joanne Troesch and Ifeoma Nkemdi, are two Chicago public school employees who were subject to a window period that prevented them from exercising their First Amendment right during eleven months of the year—i.e., in all months except August. After learning of their First Amendment rights under *Janus*, Troesch and Nkemdi sent letters to CTU and their

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[1] Rule 37 statement: No counsel for any party authored any part of this brief, and no person or entity other than amici funded its preparation or submission. All parties received timely notice of amici's intent to file and consented to the filing of this brief.

employer, the Board of Education of the City of Chicago (School Board), in October 2019 resigning their union membership and objecting to dues deductions. CTU accepted their resignation but would not allow them to exercise their right to not financially support the union and continued, in concert with the School Board, to deduct dues until September 2020—*almost a full year* after the employees resigned from CTU.

Chelsea Kolacki is an employee of the Maumee City School District near Toledo, Ohio. Ms. Kolacki is a former member of the Ohio Association of Public School Employees ("OAPSE"), having resigned from union membership in September of 2020. Despite her resignation and her unambiguous demand that her employer and union cease withholding union dues from her paycheck, OAPSE, relying on the Ninth Circuit's reasoning in *Belgau*, continues to take dues out of her pay and has indicated through its counsel that it will continue to do so until the next 10-day contractual window.

Michelle Cymbor is an employee of the Springfield Local School District, outside of Akron, Ohio. Ms. Cybor also recently resigned from OAPSE and revoked authorization for any further union dues withholding from her pay. OAPSE has refused to honor her demand and has indicated through its counsel that it will continue the automatic withdrawals until at least June of 2021.

INTRODUCTION AND SUMMARY OF THE ARGUMENT

This Court held in *Janus* that the First Amendment guarantees public employees the right not to subsidize a union and its speech. *Janus v. AFSCME,* 138 S. Ct. 2448, 2486 (2018). To protect this right, the Court held that public employers cannot deduct, and unions cannot collect, payments for union speech from employees without clear and compelling evidence that the employees waived their First Amendment rights not to pay for union speech. *Id*.

The opinion below guts the Supreme Court's holding and sanctions onerous restrictions on when employees can exercise their constitutional rights. The panel held that states do not need evidence of a constitutional waiver to seize union dues from employees, but that a mere union membership contract will suffice. *Belgau v. Inslee*, 975 F.3d 940, 952 (9th Cir. 2020). The panel also held that unions that act in concert with states to take union dues from employees are not even state actors subject to First Amendment strictures. *Id*. at 946. The panel ultimately found it is constitutional for a state and a union to continue to seize payments for union speech from objecting, nonmember employees until they satisfy a 10-day annual escape period. *Id*. at 952.

The Court should grant the petition because the opinion below cannot be reconciled with *Janus*. Membership in a union is not a substitute for the constitutional waiver this Court held is required for the government to take money from employees for union speech. Unions are constitutionally responsible for their role in extracting payments from employees, as the Court held that "States and *public-sector unions*

may no longer extract agency fees from nonconsenting employees." 138 S. Ct. at 2486 (emphasis added).[2] The Court in *Janus* never would have countenanced that states and public-sector unions could prohibit employees from exercising their First Amendment right to refrain from subsidizing union speech for 355–56 days of every year, and continue to extract payments from nonconsenting employees until a 10-day escape period is satisfied. The Court should rehear this case to bring the courts below back in line with controlling precedent.

ARGUMENT

I. The Decision Below Will Harm Workers Throughout the Country Who Wish To Exercise Their *Janus* Rights.

Amici come from different states and have different employers. But they share one thing in common: they all have been thwarted in exercising their *Janus* rights. Theirs are the real-life stories of the challenges faced by workers across the country that highlight the need for this Court's attention.

For instance, Cara O'Callaghan is the finance manager of the Sport Club program at the University of California, Santa Barbara ("UCSB"). *See O'Callaghan v. Teamsters*, Ninth Circuit Case No. 19-56271. From

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[2] The holding on state action also conflicts with the Seventh Circuit's holding in *Janus II* and with a recent decision from the Third Circuit, which assumed without deciding that unions are state actors in these circumstances. *Diamond v. Pa. State Educ. Ass'n,* 972 F.3d 262, 270 n.2 (3d Cir. 2020) (Rendell, J., lead opinion); *id*. at 280 (Fisher, J., concurring); *id*. at 288 (Phipps, J., dissenting).

when she started work at UCSB in 2009, until 2018, Cara did not join the union but instead was forced by California law to pay agency fees. On May 31, 2018, less than a month before this Court released *Janus*, Teamsters came to Cara's workplace and pressured workers to join the union. Before this concerted recruiting campaign, Cara had held out from joining the union for nine years. In pressuring Cara to join, the union representative failed to tell her of the impending decision in *Janus* and the important effects the case could, and indeed would have on her rights as a public employee. Nor did he explain that the union had recently added new terms to its membership agreement in anticipation of *Janus*. When Cara's co-plaintiff Jenee Misraje joined the union in 2015, the Teamster's agreement allowed her an annual opt-out similar to the petitioners in *Belgau*. But the Teamsters knew *Janus* was pending, and initiated a membership drive using new contract language that trapped Cara and other employees who didn't know about their rights under *Janus* into paying dues to the union for the *entire length of the collective bargaining agreement*.

On July 25, 2018, after learning of *Janus*, O'Callaghan sent one letter to the union resigning her membership and another letter to UCSB requesting that it stop deducting union dues from her paycheck. The union responded that she could resign her membership at any time; however, her payroll deductions would continue until she gave notice under the collective bargaining agreement between the union and UCSB. The terms required notice to be written and sent via U.S. mail to both the union and UCSB during the thirty days before the expiration of the agreement, which would not occur until March 31, 2022. The Teamsters'

new approach resulted in Cara being barred from exercising her *Janus* rights for nearly *four years*.

As another example, Joanne Troesch and Ifeoma Nkemdi are two Chicago public school employees who were subject to a window period that prevented them from exercising their First Amendment right during eleven months of the year—i.e., in all months except August. Both Troesch and Nkemdi signed dues deduction forms in September 2017—before this Court decided *Janus* and before they could have known that they have a First Amendment right not to financially support a union. In fact, they did not learn of their right until fall 2019 when they researched how to keep working during a Chicago Teachers Union (CTU) strike.

After learning of their First Amendment rights under *Janus*, Troesch and Nkemdi sent letters to CTU and their employer, the Board of Education of the City of Chicago (School Board), in October 2019 resigning their union membership and objecting to dues deductions. CTU accepted their resignation but would not allow them to exercise their right to not financially support the union and continued, in concert with the School Board, to deduct dues until September 2020—*almost a full year* after the employees resigned from CTU.

In May 2020, Troesch and Nkemdi sued CTU and the School Board for violating their First Amendment rights under *Janus*. *See Troesch v. Chicago Teachers Union, Local Union No. 1, American Federation of Teachers*, 2021 WL 736233, at *1 (N.D.Ill., 2021). But in what can only be described as circular reasoning, the district court ruled against the employees. Indeed, the court turned this Court's reasoning in *Janus* on its head by holding: "As *Janus* makes clear, Plaintiffs

'waiv[ed] their First Amendment rights' simply '[b]y agreeing to pay.'" *Id.* at *5. In other words, "agreeing to pay dues" equals "proof of a waiver." But *Janus* requires the reverse: proof of a First Amendment waiver and an employee's "affirmative consent" is required before an employee can "agree to pay." *See Janus*, 138 S. Ct. at 2486.

In yet another example, Chelsea Kolacki, a school employee in the Toledo area, submitted a letter to the Ohio Association of Public School Employees ("OAPSE") on September 2, 2020, resigning her membership in the union and revoking her dues deduction authorization. Her union membership agreement, however, which was signed nearly two years before the Court's decision in *Janus,* provided that her dues deduction authorization would "remain in effect . . . unless withdrawn by me in the manner provided in the Collective Bargaining Agreement . . ., or where there is no provision for withdrawal in the Agreement, only during a 10 day period from August 22 through August 31" of each year. The union accepted Ms. Kolacki's resignation from the union but stated that her attempt to withdraw her dues deduction authorization was "untimely" and that it would, with the school district's assistance, continue to deduct dues until the next 10-day period, which will open nearly a year after her union resignation.

Similarly, Michelle Cymbor, who works in the Springfield Local School District near Akron, Ohio, submitted a letter to OAPSE on October 19, 2020, resigning from the union and withdrawing her authorization for dues deduction. Like Ms. Kolacki, the union accepted the resignation but stated that her withdrawal of authorization was untimely because "dues deduction authorization shall be continuous for the life

of the contract unless such authorization is revoked during the final thirty (30) days of the contract." In this case the contract was set to expire on June 30, 2020 but was renewed for another year. The union has told Ms. Cybor that it will continue—again, the help of her public employer—to take dues out of her paycheck until June 2021, at which point she can again attempt to withdraw her consent. In both cases, the union has acknowledged that the employees are no longer union members and that the union is no longer obligated to provide them with services beyond what is statutorily required for any member of the bargaining unit.

Amici's experiences are just a few of the innumerable stories of workers throughout the country denied the promise of *Janus* via the kinds of schemes at issue here. This Court should grant the petition to put an end to such transparent efforts to evade *Janus's* holding.

II. The Ninth Circuit's Holding That States and Unions Can Seize Union Dues From Objecting Nonmember Employees Without Proof That They Waived Their First Amendment Rights Conflicts With the Supreme Court's Holding in *Janus*.

The Court in *Janus* explained that an employer can deduct payments from an employee's wages for a union only if that employee "affirmatively consents" to waive his or her right to not pay a union:

> Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to

> collect such a payment, unless the employee affirmatively consents to pay. By agreeing to pay, nonmembers are waiving their First Amendment rights, and such a waiver cannot be presumed. Rather, to be effective, the waiver must be freely given and shown by "clear and compelling" evidence. Unless employees clearly and affirmatively consent before any money is taken from them, this standard cannot be met.

Janus, 138 S. Ct. at 2486 (citations omitted). This waiver requirement makes sense. Given that individuals have a First Amendment right not to pay for union speech, it follows that individuals must waive that right for states to take payments from them for union speech.[3]

The Ninth Circuit, though, held that the waiver analysis *Janus* requires need not be conducted when a state and union take union dues from individuals who signed union membership contracts. 975 F.3d at 950. But a union membership contract is not equivalent to, or a substitute for, clear and compelling evidence of a knowing, voluntary and intelligent waiver of First Amendment rights. An individual's decision to sign a union membership agreement does not in itself prove that she (1) knew of her First Amendment right to not pay for union speech; (2) intelligently decided to waive her right; or (3) voluntarily waived that right.

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[3] At least three state attorneys general have recognized that *Janus* requires evidence of a waiver for a state to take union payments from employees' wages. Alaska Atty. Gen. Op., at *5 (Aug. 27, 2019) (2019 ALAS. AG LEXIS 5); Indiana Atty. Gen. Op. 2020-5, at *3-4 (June 17, 2020) (2020 IND. AG LEXIS 14); Texas Atty. Gen. Op. KP-0310, at *2-3 (May 31, 2020) (2020 TEX. AG LEXIS 89).

Ms. Belgau's situation proves the point. When she signed a dues deduction form, she did not know she had a First Amendment right to refrain from subsidizing the Washington Federation of State Employees (WFSE) and its speech. Indeed, this Court had yet to decide *Janus*. *See Curtis Pub. Co. v. Butts*, 388 U.S. 130, 144–45 (1967) (holding that a party could not waive a First Amendment right before it was recognized by the Court). It therefore cannot be said that Ms. Belgau intelligently chose to waive her constitutional rights. Nor can it be said that she voluntarily consented to subsidize the WFSE because at the time she was required to subsidize the WFSE under Washington's agency fee statute. *See* RCW Rev. Code Wash. (ARCW) § 41.59.060 (v.2017).

The Ninth Circuit reasoned that union membership obviates the need for a waiver analysis because union membership shows that the employee consented to dues deductions and the employee thus is not being compelled to subsidize the union. 975 F.3d at 950. But *Janus* requires clear and compelling evidence of a waiver *to prove* employees affirmatively consent to dues deduction. 138 S. Ct. at 2486. Without evidence of a constitutional waiver, affirmative consent has not been proven under *Janus*.

Most glaringly, the Ninth Circuit ignored that the employees had union dues seized from them *after* they resigned their membership and objected to dues deductions. Even under a cramped interpretation of *Janus*—in which *only* nonmembers must waive their First Amendment rights for union payments to be taken from them—a waiver analysis should have been conducted here. Indeed, the State and WFSE violated the nonmembers First Amendment rights when they seized union dues from them—over their objections—

with no proof the employees waived their rights under *Janus*.

The Ninth Circuit's holding that states and unions do not need proof of waiver even to take union dues from objecting, nonmember employees effectively erases *Janus'* waiver requirement. This opens the door to states and unions imposing onerous restrictions on when and how employees can exercise their rights under *Janus*. The court below upheld a policy under which employees are prohibited from exercising their First Amendment right to stop paying for union speech for 355–56 days of every year.

These escape-period restrictions abridge fundamental speech and associational rights guaranteed by the First Amendment. In *Janus*, the Supreme Court reiterated that "'[i]f there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein.'" 138 S. Ct. at 2463 (quoting *West Virginia Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)) (emphasis omitted). The Court recognized that "[c]ompelling individuals to mouth support for views they find objectionable violates that cardinal constitutional command," and that "compelling a person to subsidize the speech of other private speakers raises similar First Amendment concerns." *Id.* at 2463–64. "As Jefferson famously put it, 'to compel a man to furnish contributions of money for the propagation of opinions which he disbelieves and abhor[s] is sinful and tyrannical.'" *Id.* at 2464 (quoting A Bill for Establishing Religious Freedom, 2 Papers of Thomas Jefferson 545 (J. Boyd ed. 1950)). The effect of state-enforced escape-period restrictions is to compel employees who no longer want

to contribute money to support union speech — or to compel employees who never freely chose to do so in the first place — to subsidize that speech until they give notice during a short escape period.

The Ninth Circuit's decision that states and unions do not need clear and compelling evidence that employees waived their First Amendment rights to take payments for union speech from them — even over the employees' objections and after they resign their union membership — conflicts with *Janus* and undermines the employee rights recognized in its holding. This Court should grant the petition to correct this error.

III. The Ninth Circuit's Holding That Unions Are Not State Actors Conflicts with *Janus* and Other Circuits.

The Court has "consistently held that a private party's joint participation with state officials in the seizure of disputed property is sufficient to characterize that party as a 'state actor' for purposes of the Fourteenth Amendment." *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 941, (1982); *accord Copelan v. Croasmun*, 84 F. App'x 762, 763-64 (9th Cir. 2003). The Ninth Circuit's conclusion that unions acting jointly with states to seize monies from dissenting employees' wages are not state actors contradicts this well-established principle.

The conclusion also contradicts *Janus* itself. *Janus* involved a First Amendment claim against a union (AFSCME) that was acting in concert with a state (Illinois) to seize union fees from employees' wages. 138 S. Ct. at 2486. The Court held that both the state and the union violated employees' First Amendment rights

by seizing union fees from employees pursuant to this law. *Id*.

On remand in *Janus II*, the Seventh Circuit made explicit what was a necessary predicate for the Supreme Court's decision: state action exists when a state "deduct[s] fair-share fees from the employees' paychecks and transfer[s] that money to the union . . . ." 942 F.3d 352, 361 (7th Cir. 2019). The Seventh Circuit recognized that union defendant is a state actor under the joint participant doctrine. 942 F.3d at 361. The court found it "sufficient for the union's conduct to amount to state action" because the state agency "deducted fair-share fees from the employees' paychecks and transferred that money to the union, which then spent it on authorized labor-management activities pursuant to the collective bargaining agreement." *Id*.

The Seventh Court reached a similar conclusion years earlier in *Hudson v. Chicago Teachers Union Local No. 1*, where it held:

> when a public employer assists a union in coercing public employees to finance political activities, that is state action; and when a private entity such as a union acts in concert with a public agency to deprive people of their federal constitutional rights, it is liable under section 1983 along with the agency.

743 F.2d 1187, 1191 (7th Cir. 1984).[4]

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[4] Several other district courts have found state action in similar circumstances. *See Grossman v. Haw. Gov't Employees Ass'n/AFSCME Local 152*, 2020 WL 515816 (D. Haw., Jan. 31, 2020); *Hernandez v. AFSCME Cal.*, 424 F. Supp. 3d 912 (E.D. Cal, Dec. 20, 2019); *LaSpina v. SEIU Pennsylvania State Council*, 2019 WL

The Ninth Circuit's state-action holding conflicts with *Janus*, *Janus II*, and *Hudson*. It likewise conflicts with the body of case law finding state action to be present in cases challenging state procedures for garnishing monies or property from individuals. *See Lugar*, 457 U.S. at 941 (addressing state procedure for attaching property); *N. Ga. Finishing, Inc. v. Di-Chem, Inc.*, 419 U.S. 601 (1975) (addressing state garnishment of bank account); *Sniadach v. Family Fin. Corp.*, 395 U.S. 337 (1969) (addressing state garnishment of employees' wages); *Jackson v. Galan*, 868 F.2d 165, 167–68 (5th Cir. 1989) (same); *Copelan*, 84 F. App'x at 763 (addressing state assistance to execute writ for property).

The opinion below tries to distinguish *Janus II* by saying that case concerned agency fees, while this case concerns union dues. 975 F.3d at 948, n.3. This is a distinction without a difference. The state action is the same in either context: a state and union acting jointly together to deduct and collect payments for a union from employees. Whether these payments are called agency fees or union dues makes no difference. As the Court stated in *Janus*: "[n]either an agency fee *nor any other payment to the union* may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay." 138 S. Ct. at 2486 (emphasis added).

4750423 (M.D. Pa., Sept. 30, 2019); *Kabler v. United Food & Commercial Workers Union*, No. 1:19-CV-395, 2019 U.S. Dist. LEXIS 214423, at *41 (M.D. Pa. Dec. 11, 2019); *Crockett v. NEA-Alaska*, 367 F. Supp. 3d 996 (D.Alaska 2019); and *O'Callaghan v. Regents of Univ. of Cal.*, 2019 WL 6330686 (C.D. Cal., Sept. 30, 2019).

The Ninth Circuit's characterization of the state's role in deducting union dues from dissenting employees' wages as a mere "ministerial act" also misses the mark. 975 F.3d at 948. There is nothing "ministerial" about a state systematically deducting millions of dollars in union dues from tens of thousands of state employees throughout the year.

In *Jackson*, the Fifth Circuit rejected an argument that a public official was "not a state actor" because his "garnishment of appellee's wages was a ministerial duty which he was required to perform under state law." 868 F.2d at 167–68. The court recognized that "[s]tate officials acting pursuant to a state statute are acting under color of state law for purposes of § 1983, regardless of whether state law gave them any discretion in carrying out their duties." *Id*. at 168.

The Ninth Circuit characterizes the dues deduction authorizations that prescribe that escape period as an agreement between "private" parties — i.e., between the union and employees. 975 F.3d at 947. To the contrary, *the State* is a party to the authorizations. "[A] dues-checkoff authorization is a contract between an employee and the employer." *NLRB v. U.S. Postal Service*, 827 F.2d 548, 554 (9th Cir. 1987). Here, the employer is the State of Washington. *Accord Int'l Ass'n of Machinists Dist. Ten v. Allen*, 904 F.3d 490, 492 (7th Cir. 2018). The dues deduction forms at issue state that the employee "authorize[s] and direct[s] my Employer to deduct from my pay . . ." Exs. 4-17 (ER 34-71). The State is a party — indeed is a necessary party — to the forms that impose a 10-day escape period during which—and only during which—employees are permitted to stop State deductions of union dues.

Even if an agreement with the State of Washington that purports to authorize that State to deduct union

dues from State employees' wages could be called a "private" agreement — which it cannot — the proposition still would not defeat a finding of state action because the State enforces that agreement. *See Cohen v. Cowles Media Co.*, 501 U.S. 663, 668 (1991) (holding a promissory estoppel action to enforce a private confidentiality contract involved a "state action."); *cf. Fuentes v. Shevin*, 407 U.S. 67, 95 (1972) (analyzing whether a private agreement in which party purported to waive due process rights constituted a constitutional waiver).

There is an overwhelming degree of state action present here: a state and union are jointly taking monies for union speech from state employees pursuant to a state statute. This is the very state action that this Court held violates the First Amendment absent clear and compelling evidence that employees waived their rights and consented to subsidizing the speech. *Janus*, 138 S. Ct. at 2486. The Ninth Circuit's state action holding conflicts with *Janus* and *Janus II*. The Court should accept the petition to resolve this conflict.

CONCLUSION

The Ninth Circuit's ruling conflicts with both this Court's decision in *Janus* and the Seventh Circuit's decision in *Janus II*. The petition should be granted.

Respectfully submitted,

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