No. 20-423

# In the Supreme Court of the United States

LAQUANDA GILMORE GARROTT, PETITIONER

*v.*

UNITED STATES OF AMERICA

*ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT*

**BRIEF FOR THE UNITED STATES IN OPPOSITION**

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## QUESTION PRESENTED

Whether the district court plainly erred in rejecting a plea agreement under which petitioner would plead guilty to only one of ten felony tax counts charged in the indictment, based on the court's determination that the agreement would require it to impose an inappropriately low sentence.

**ADDITIONAL RELATED PROCEEDINGS**

United States District Court (M.D. Ala.):

*United States* v. *Garrott*, No. 17-cr-487 (Aug. 8, 2019)

United States Court of Appeals (11th Cir.):

*United States* v. *Garrott*, No. 19-13299 (May 1, 2020)

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## OPINION BELOW

The opinion of the court of appeals (Pet. App. 1-14) is not published in the Federal Reporter but is reprinted at 812 Fed. Appx. 905. The opinion and order of the district court (Pet. App. 39-43) is not published in the Federal Supplement but is available at 2019 WL 758604.

## JURISDICTION

The judgment of the court of appeals was entered on May 1, 2020 (Pet. App. 14). On March 19, 2020, the Court extended the time within which to file any petition for a writ of certiorari due on or after that date to 150 days from the date of the lower-court judgment or order denying a timely petition for rehearing. Under that extension order, the deadline for filing a petition for a writ of certiorari in this case was September 28,

2020, and the petition was filed on that date. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

**STATEMENT**

Following a jury trial in the United States District Court for the Middle District of Alabama, petitioner was convicted on eight counts of assisting in the filing of false federal income tax returns, in violation of 26 U.S.C. 7206(2). Judgment 1-2. The district court sentenced petitioner to 72 months of imprisonment, to be followed by one year of supervised release. Judgment 3-4. The court of appeals affirmed. Pet. App. 1-14.

1. Petitioner operated a federal income tax return preparation business in Alabama. Pet. App. 2, 27; Presentence Investigation Report (PSR) ¶ 8. Rather than charge a set fee for her services, petitioner generally took a percentage of her customers' tax refunds as payment. Pet. App. 27. Over the course of three years, petitioner falsified most of her clients' tax returns and submitted those false returns to the Internal Revenue Service. *Ibid.*; PSR ¶¶ 8-10. As a result, the IRS paid nearly $675,000 in fraudulently claimed tax refunds, a percentage of which was paid directly to petitioner. See Pet. App. 2, 4; PSR ¶ 10.

After petitioner's scheme was discovered, a federal grand jury charged petitioner with ten counts of aiding and assisting in the filing of false income tax returns, in violation of 26 U.S.C. 7206(2). See Pet. App. 2.

2. Petitioner and the government negotiated two separate plea agreements, both of which were rejected by the district court.

a. The first plea agreement was reached under Federal Rule of Criminal Procedure 11(c)(1)(A). Pet. App. 2. Rule 11(c)(1)(A) authorizes the government and a criminal defendant to reach a plea agreement under

which the defendant agrees to plead guilty to one or more charged offenses in exchange for the government's agreement to "not bring, or * * * move to dismiss, other charges," Fed. R. Crim. P. 11(c)(1)(A). Under Rule 11(c)(3)(A), a "court may accept [such an] agreement, reject it, or defer a decision until the court has reviewed the presentence report." Fed. R. Crim. P. 11(c)(3)(A).

In this case, petitioner and the government agreed that petitioner would plead guilty to one of the ten Section 7206(2) counts charged in the indictment in exchange for the government's dismissal of the remaining nine counts. Pet. App. 2, 39. Petitioner pleaded guilty pursuant to the agreement before a magistrate judge, and the matter was set for sentencing before the district judge. See *id.* at 2. At sentencing, however, the district court rejected the agreement, finding that the maximum sentence that the agreement would allow—the 36-month maximum for a single violation of Section 7206(2)—would have been "unreasonabl[y]" low in light of petitioner's "extensive criminal history." *Id.* at 3; see *id.* at 39-43. The court noted that petitioner had at least 87 prior convictions: 79 for writing bad checks, four for theft, one for reckless endangerment, one for domestic violence and harassment, one for giving a false name to law enforcement, and one for driving with a revoked license and using a license plate to conceal one's identity. *Id.* at 3 & n.2; see *id.* at 39-40. And yet, the court observed, petitioner had served a total of only 13 days in custody for these convictions. *Id.* at 4, 40-41.

Considering petitioner's extensive criminal history and the other 18 U.S.C. 3553(a) sentencing factors, the district court determined that a sentence of only 36 months "would not merely be unreasonable but would

be outright *irrational*." Pet. App. 40. The court expressed no view on "what an appropriate sentence" would be if petitioner were found guilty on some or all of the counts charged in the indictment, only that the 36-month maximum sentence available under the proposed plea agreement was "*inappropriate*." *Id.* at 43. The court assured the parties it would maintain "an open mind as to what constitutes a reasonable sentence" up until the time of sentencing. *Id.* at 43 n.2. But it cautioned that another binding plea agreement "would most likely be viewed as a guess as to what the judge [wa]s thinking, or bait to catch the best deal." *Ibid.*

Having rejected the proposed agreement, the district court, consistent with Rule 11(c)(5)(B), permitted petitioner to withdraw her guilty plea. See Pet. App. 5, 42, 49; Pet. C.A. Br. 4-5. In the absence of the plea agreement—and a plea—the government was not obligated to dismiss any of the ten charged counts, and it did not move to do so.

b. On the eve of trial, the parties reached a second plea agreement, this time under Rule 11(c)(1)(C). Pet. App. 5. Rule 11(c)(1)(C) authorizes the government and criminal defendant to reach a plea agreement under which the defendant agrees to plead guilty to a charged offense in conjunction with the parties' agreement to "a specific sentence or sentencing range," Fed. R. Crim. P. 11(c)(1)(C). Again, under Rule 11(c)(3)(A), a "court may accept [such an] agreement, reject it, or defer a decision until the court has reviewed the presentence report." Fed. R. Crim. P. 11(c)(3)(A). If a court accepts the plea agreement, it is bound by the agreed-upon sentence or sentencing range. Fed. R. Crim. P. 11(c)(1)(C). In this case, the parties agreed to a sentence at the bottom of

the Guidelines sentencing range provided that petitioner pleaded guilty to two of the ten Section 7206(2) counts. Pet. App. 5.

The district court rejected the second plea agreement, reiterating its view that a binding plea agreement "would be seen as manipulating the [c]ourt" into participating in plea negotiations, which Rule 11(c)(1) prohibits. Pet. App. 50; see *id.* at 48-55. The court stated that the parties were free to pursue another plea agreement pursuant to Rule 11(c)(1)(B), which would recommend but not bind the court to any particular sentence or sentencing range. See *id.* at 52. The court made clear that its rejection of both previous plea agreements was "driven by what is a reasonable sentence," not by the number of counts petitioner was willing to plead to. *Id.* at 53; see *ibid.* ("This is all about sentencing. And sentencing is the [c]ourt's prerogative.").

Again, the government did not move to dismiss any counts in the absence of a plea. Before trial, the government offered petitioner another plea agreement that would have required her to plead guilty to two counts without a sentence recommendation, but petitioner rejected such an agreement. Gov't C.A. Br. 2; see Pet. App. 6. The case thus proceeded to trial on all ten counts. Pet. App. 6. Ultimately, the jury found petitioner guilty on eight counts. *Ibid.* The district court imposed a within-Guidelines sentence of 72 months of imprisonment and ordered her to pay restitution in the amount of $56,897, citing petitioner's extensive criminal history in support of the sentence. *Id.* at 7.

3. The court of appeals affirmed in a unanimous, nonprecedential opinion. Pet. App. 1-14. As relevant here, petitioner argued on appeal that the district court

impermissibly participated in plea negotiations, in violation of Rule 11(c)(1)'s instruction that a district court "must not participate" in such negotiations, Fed. R. Crim. P. 11(c)(1), when it rejected the first plea agreement and later told the parties that they could enter into a nonbinding agreement under Rule 11(c)(1)(B). Pet. App. 8. Because petitioner had not raised that claim in the district court, the court of appeals reviewed the claim for plain error. Pet. App. 9; see Fed. R. Crim. P. 52(b). And the court of appeals found that "the district court did not participate in the parties' plea negotiations." Pet. App 10.

Relying on the former Fifth Circuit's decision in *United States* v. *Bean*, 564 F.2d 700 (1977), the court of appeals found no error in the district court's rejection of the first plea agreement. Pet. App. 10 (citing *Bean*, 564 F.2d at 703-704); see *Bonner* v. *City of Prichard*, 661 F.2d 1206, 1209 (11th Cir. 1981) (en banc) (adopting as binding precedent in the Eleventh Circuit all decisions of the former Fifth Circuit handed down before October 1, 1981). In *Bean*, the court had recognized that a trial judge may reject a plea agreement that "will result in the defendant's receiving too light a sentence under the circumstances of the case," including where the agreement limits the defendant's maximum sentence by agreeing to the dismissal of certain counts. 564 F.2d at 703-704. The court of appeals reasoned that in this case, the district court acted "well within its authority to reject the plea agreement" on the ground that it would have compelled an unreasonable sentence. Pet. App. 10.

The court of appeals further observed that the district court had expressly recognized on multiple occasions that it could not participate in plea negotiations—

for example, in denying petitioner's motion for a status conference to discuss the court's concerns with the proposed agreement. Pet. App. 10-11. The court of appeals also determined that, even if the district court had erred when it mentioned the possibility of a nonbinding plea agreement under Rule 11(c)(1)(B), that error was not plain. *Id.* at 11. "We have never held, and [petitioner] doesn't cite to any case holding, that a district court violates [R]ule 11(c)(1) when it rejects a plea agreement because it doesn't want to be bound to a specific sentence under [R]ules 11(c)(1)(A) and 11(c)(1)(C)." *Ibid.*

**ARGUMENT**

In the court of appeals, petitioner argued that, in rejecting the plea agreements in this case, the district court impermissibly "participated in plea negotiations between [petitioner] and the government in violation of [Federal Rule of Criminal Procedure] 11(c)(1)." Pet. C.A. Br. 9 (emphasis omitted). In this Court, petitioner argues, for the first time, that the district court "violate[d] the separation of powers" by rejecting the first plea agreement. Pet. i. Rule 11(c), however, expressly authorized the district court to reject the Rule 11(c)(1)(A) agreement, and the court permissibly exercised its discretion in doing so on the ground that it would compel an unreasonable sentence. The court of appeals thus correctly rejected petitioner's challenge under plain-error review. Its decision does not conflict with any decision of this Court or of another court of appeals. And this case would be an unsuitable vehicle for considering either the argument petitioner raised below or the separation-of-powers argument she raises for the first time in this Court. The petition for a writ of certiorari should be denied.

1. The district court acted within its discretion in rejecting the Rule 11(c)(1)(A) "charge bargain" proposed by the parties. Federal Rule of Criminal Procedure 11(c)(1) provides that the parties "may discuss and reach a plea agreement" under which the government agrees that it will "not bring, or will move to dismiss, other charges." Fed. R. Crim. P. 11(c)(1)(A). The Rule further provides that the district court "must not participate in these discussions." Fed. R. Crim. P. 11(c)(1). At the same time, however, Rule 11 states that the court is free to "reject" a resulting plea agreement "of the type specified in Rule 11(c)(1)(A) or (C)." Fed. R. Crim. P. 11(c)(3)(A); see *United States* v. *Hyde*, 520 U.S. 670, 675-676 (1997) (recognizing a district court's authority to reject a Rule 11(c)(1)(A) agreement).

In exercising that discretion, the Sentencing Guidelines provide that the district court should consider whether "the remaining charges adequately reflect the seriousness of the actual offense behavior [so] that accepting the agreement will not undermine the statutory purposes of sentencing or the sentencing guidelines." Sentencing Guidelines § 6B1.2(a). Lower courts have similarly recognized that the district court may reject a "charge bargain" plea agreement if it determines that the agreement "will result in the defendant's receiving too light a sentence under the circumstances of the case." *United States* v. *Bean*, 564 F.2d 700, 704 (5th Cir. 1977); see *United States* v. *Greener*, 979 F.2d 517, 520 (7th Cir. 1992) (upholding rejection of plea agreement that "would not adequately represent the defendant's criminal conduct and would undermine the sentencing guidelines"); *United States* v. *Miller*, 722 F.2d 562, 563 (9th Cir. 1983) ("Rule 11 also contemplates the rejection of a negotiated plea when the district court believes that

the bargain is too lenient, or otherwise not in the public interest.").

The district court's rejection of the Rule 11(c)(1)(A) plea agreement in this case as unreasonable was consistent with those principles. In rejecting that plea agreement, the court was careful not to involve itself in plea negotiations or to suggest which charges (if any) petitioner should plead to. Pet. App. 5-6. It simply declined to accept the particular plea agreement presented to it, which, in its judgment, would compel an unreasonably lenient sentence for the remaining charge that would not "adequately reflect the seriousness of the actual offense behavior" and petitioner's extensive criminal history. Sentencing Guidelines § 6B1.2(a); see 18 U.S.C. 3553(a). That was a proper exercise of the court's sentencing discretion.

Contrary to petitioner's suggestion (Pet. 35-36), the district court's rejection did not impermissibly compel the government to proceed to trial on any counts or preclude the government's filing of a motion to dismiss any counts under Rule 48(a). Where a government's request to dismiss charges is not contingent on the disposition of the remaining charges, a court generally must grant that request, unless denying leave is necessary to "protect a defendant against prosecutorial harassment." *Rinaldi* v. *United States*, 434 U.S. 22, 29 n.15 (1977); see *United States* v. *Fokker Servs. B.V.*, 818 F.3d 733, 742 (D.C. Cir. 2016) ("A court * * * reviews the prosecution's motion under Rule 48(a) primarily to guard against the prospect that dismissal is part of a scheme of 'prosecutorial harassment' of the defendant through repeated efforts to bring—and then dismiss—charges.") (citation omitted); *In re United States*, 345 F.3d 450, 454 (7th Cir. 2003) (suggesting that denying

leave might also be appropriate where the prosecutor "is acting alone rather than at the direction or with the approval of the Justice Department"); see also Sentencing Guidelines § 6B1.2, comment. (similar). But where, as here, "the dismissal of charges * * * is contingent on acceptance of a plea agreement, the court's authority to adjudicate guilt and impose sentence is implicated." Sentencing Guidelines § 6B1.2, comment. In those circumstances, the court may determine whether or not acceptance of the plea agreement "will undermine the sentencing guidelines." *Ibid.*

2. Petitioner errs in contending (Pet. 18-31) that the court of appeals' decision conflicts with decisions from the Seventh, Ninth, and D.C. Circuits. All of the decisions cited by petitioner involved a government charging decision that was *not* contingent on the successful execution of a plea agreement. None found any error in a district court's rejection of a plea agreement, and none suggests that those courts would find any error—much less plain error—in the district court's rejection here.

The Seventh Circuit in *In re United States*, *supra*, took no issue with the district court's rejection of a Rule 11(c)(1)(A) plea agreement "on the ground that the one count of which [the defendant] would be convicted if the agreement were accepted did not reflect the gravity of his actual offense." 345 F.3d at 451 (citing Sentencing Guidelines § 6B1.2(a) (2001)). The problem in *In re United States* instead concerned what the district court did after rejecting the plea agreement.

After the district court rejected the plea agreement, the defendant in *In re United States* proceeded to plead guilty *without* a plea agreement to one of three charged counts, and the government moved to dismiss the two remaining counts. 345 F.3d at 451-452. But the court

refused to dismiss one of the counts, and even appointed a private lawyer to prosecute that count. *Id.* at 452. On the government's petition for a writ of mandamus, the Seventh Circuit held that the district court had infringed on the Executive Branch's prosecutorial discretion by denying the government's motion to dismiss the charge and appointing an independent prosecutor to pursue it. See *id.* at 452-453. The district court took no analogous action here, and Seventh Circuit precedent recognizes that the district court's discretion to reject a plea agreement is broader than its authority to deny a motion to dismiss criminal charges pursuant to Fed. R. Crim. P. 48(a). See *United States* v. *Martin*, 287 F.3d 609, 623, cert. denied, 537 U.S. 884, and 537 U.S. 917 (2002).

The Ninth Circuit's decision in *Ellis* v. *United States District Court*, 356 F.3d 1198 (2004) (en banc), likewise does not conflict with the decision below and, in fact, strongly supports the district court's rejection of the plea agreement here. In *Ellis*, the government indicted the defendant on first-degree murder, but subsequently reached a plea agreement with the defendant under which the defendant agreed to plead guilty to a superseding information charging him with second-degree murder. *Id.* at 1201. As here, the district court initially accepted the defendant's guilty plea but rejected the plea agreement as too lenient. *Id.* at 1201-1202. The Ninth Circuit determined that the district court's actions in that respect complied both with Rule 11 and the Constitution: "The district court here was free to * * * reject the proposed plea agreement because it did not believe the guidelines sentence supported by the nego-

tiated charge was adequate to serve the public interest." *Id.* at 1209; see *ibid.* ("This was a judgment properly within the judicial function.").

The problem in *Ellis*, as in *In re United States*, was what happened next. The Ninth Circuit concluded that the district court erred when, after rejecting the plea agreement, it vacated the defendant's guilty plea to second-degree murder and reinstated the original first-degree-murder indictment over the government's objection. *Ellis*, 356 F.3d at 1209. The Ninth Circuit found that action, not the rejection of the plea agreement, "intru[ded] * * * into the separate powers of the executive branch." *Ibid.* But, again, nothing of that nature happened here. The government never sought to introduce a superseding indictment or to file a motion to dismiss any charges independent from a plea agreement.

Finally, neither decision from the D.C. Circuit on which petitioner relies (Pet. 27-31) conflicts with the decision below. *United States* v. *Fokker Services, B.V.*, *supra*, concerned a district court's authority to deny a motion to toll certain time limits for prosecution under the Speedy Trial Act of 1974, 18 U.S.C. 3161(h)(2), pursuant to a deferred prosecution agreement (DPA), not its authority to reject a plea agreement under Rule 11. See 818 F.3d at 737-738. Analogizing to a district court's limited authority to deny the government's motion to dismiss criminal charges under Rule 48(a), the D.C. Circuit held that Section 3161(h)(2)'s requirement for court approval of a DPA does not grant a court broad authority to "scrutinize prosecutorial charging choices." *Id.* at 743.

*Fokker*, however, distinguished a district court's narrow authority under Rule 48(a) and Section 3161(h)(2) from its authority to "'accept' or 'reject' a proposed plea

agreement under Rule 11." 818 F.3d at 745 (quoting Fed. R. Crim. P. 11(c)(3)(A)). The court reasoned that only the latter authority is "rooted in the Judiciary's traditional power over criminal *sentencing*." *Ibid.* And the court further explained that "[u]nlike a plea agreement —and more like a dismissal under Rule 48(a)—a DPA involves no formal judicial action imposing or adopting its terms." *Id.* at 746. "Whereas a district court enters a judgment of conviction and then imposes a sentence in the case of a plea agreement, the court takes no such actions in the case of a DPA." *Ibid.*

Petitioner highlights *Fokker*'s statement that "[t]rial judges are not free to withhold approval of guilty pleas . . . merely because their conception of the public interest differs from that of the prosecuting attorney." Pet. 29 (quoting *Fokker*, 818 F.3d at 745). But the district court here refused to accept a Rule 11(c)(1)(A) plea *agreement*, not a guilty plea. See *Hyde*, 520 U.S. at 674 (distinguishing between the "acceptance of the guilty plea" and the "acceptance of the plea agreement"). Petitioner herself made the decision to withdraw her guilty plea after the plea agreement was rejected. See Pet. App. 5; Pet. C.A. Br. 4-5. And while *Fokker* also stated that "a district court lacks authority to reject a proposed agreement based on mere disagreement with a prosecutor's underlying charging decisions," 818 F.3d at 745, the district court's rejection of the plea agreement here was expressly based on its concerns about the appropriate sentence, not the government's charging decisions. See Pet. App. 40 ("Considering Congress's sentencing mandate and the history and characteristics of [petitioner], the court is convinced that a sentence of 36 months would not merely be unreasonable but would be outright *irrational*.").

*In re Flynn*, 973 F.3d 74 (D.C. Cir. 2020) (per curiam) (en banc), is even further afield. In that case, the D.C. Circuit, on a defendant's petition for a writ of mandamus, declined to order a district court to grant the government's unopposed Rule 48(a) motion to dismiss criminal charges before hearing argument from an amicus appointed by the district court to oppose that motion. *Id.* at 82, 85. The D.C. Circuit denied mandamus relief on the ground that the defendant and the government "ha[d] an adequate alternative means of relief," namely, "the District Court could grant the motion, reject *amicus*'s arguments, and dismiss the case." *Id.* at 79. The court acknowledged that denial of the government's Rule 48(a) motion could raise separation-of-powers concerns "by intruding on the Executive Branch's prosecutorial discretion." *Id.* at 80 (citing *Fokker*, 818 F.3d at 737-738). But it concluded that, because the district court had not yet ruled on the motion to dismiss, any consideration of those separation-of-powers concerns was premature. *Id.* at 80-81. That decision about the appropriate circumstances for mandamus relief has no bearing here.

3. In any event, even if the Court were inclined to consider the question presented, this case would be an unsuitable vehicle to do so because petitioner failed to preserve her various arguments in the proceedings below. As petitioner acknowledges (Pet. 12), the court of appeals correctly applied plain-error review under Rule 52(b) to her claim that the district court impermissibly participated in plea negotiations because she did not raise that objection in the district court. See Pet. App. 9; see also *United States* v. *Davila*, 569 U.S. 597, 607-608 (2013) (holding that Rule 52 applies to a claim that

the district court impermissibly participated in plea negotiations). To prevail under that standard, petitioner has to show not only error, but error that was "clear or obvious"; that "'affected the outcome of the district court proceedings'"; and that "'seriously affect[ed] the fairness, integrity or public reputation of judicial proceedings.'" *Puckett* v. *United States*, 556 U.S. 129, 135 (2009) (quoting *United States* v. *Olano*, 507 U.S. 725, 733-734, 736 (1993)). And even then, an appellate court would have "discretion [whether] to remedy the error." *Ibid.* (emphasis omitted). Petitioner cannot meet those requirements here.

In addition, the question that petitioner presents to this Court differs substantially from the issue she raised in the court of appeals. Petitioner argued below only that the district court violated Rule 11(c)(1)'s prohibition on district courts' participating in plea negotiations. See Pet. C.A. Br. 9-13; Pet. C.A. Reply Br. 2-9. She did not mention the separation of powers nor cite any of the Seventh, Ninth, or D.C. Circuit cases that she now claims contradict the decision below. See *ibid.* And the court of appeals did not consider any such constitutional claim. In this Court, petitioner shifts gears, apparently abandoning her claim that the district court violated Rule 11(c)(1) and instead arguing that the district court violated the separation of powers by interfering with the Executive Branch's charging discretion. See Pet. i. This Court's "traditional rule * * * precludes a grant of certiorari * * * when the question presented was not pressed or passed upon below." *United States* v. *Williams*, 504 U.S. 36, 41 (1992) (citation and internal quotation marks omitted). Petitioner provides no sound reason to depart from that practice in this case.

**CONCLUSION**

The petition for a writ of certiorari should be denied.

Respectfully submitted.

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DECEMBER 2020