No. _____

IN THE SUPREME COURT OF THE UNITED STATES

WILLIAM BRADNER, PETITIONER

v.

UNITED STATES OF AMERICA, RESPONDENT

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

PETITION FOR A WRIT OF CERTIORARI

STEVEN D. JAEGER, ESQ.
Counsel of Record for Petitioner
THE JAEGER FIRM, PLLC
23 ERLANGER ROAD
ERLANGER, KENTUCKY 41018
(859) 342-4500
(859) 342-4501
sdjaeger@thejaegerfirm.com

SUBMITTED: September 08, 2020

QUESTION PRESENTED

Plea bargaining "is an essential component of the administration of justice." *Santobello v. New York,* 404 U.S. 257 (1971). This essential part of the criminal justice system "presupposes fairness in securing agreement between an accused and a prosecutor." *Id* at 261. "Waivers of constitutional rights ... must be knowing, intelligent acts done with sufficient awareness of the relevant circumstances and likely consequences." *Brady v. United States,* 397 U.S. 742, 748, 90 S. Ct. 1463, 25 L. Ed.2d 747 (1970).

The Sixth Circuit incorrectly decided this case that addresses the important issue surrounding a sentencing term of a plea agreement whereby the United States entices a criminal defendant to sign a plea agreement where it is agreed by the parties that the minimum sentencing level will be "not be less than 300 months." At sentencing, however, the prosecutor repeatedly requests the court to sentence Bradner to a sentence of "no less than 40 years," or 480 months (the equivalent of a life sentence). The prosecutor was not free to argue for a higher minimum sentencing level over and above 300 months. Nevertheless, it did. As a result, the government's breach of the plea agreement likely added 180 months to Bradner's sentence when he was ultimately sentenced to 480 months. Against this backdrop, the following question is presented to this Court:

> Whether the government breaches the bargain of a plea agreement by requesting a minimum sentencing level fifteen years longer than what it had explicitly agreed upon in a Plea Agreement.

TABLE OF CONTENTS **Page**

INDEX TO APPENDICIES

TABLE OF AUTHORITIES

CASES **PAGE NUMBER**

RULES

STATUTES

CONSTITUTIONAL PROVISION

PETITION FOR A WRIT OF CERTIORARI

William Bradner is currently serving a term of imprisonment of 480 months following the government's breach of the terms of his plea agreement. At sentencing, the government asked the Court to impose a sentence of "not less than 480 months," despite agreeing in the Plea Agreement to a minimum sentencing level of "not less than 300 months." As a result of this breach, Mr. Bradner respectfully asks this Court to issue a Writ of Certiorari to review his case.

OPINIONS BELOW

The Opinion of the Sixth Circuit Court of Appeals (which is not recommended for full-text publication) was issued on June 22, 2020, and can be found at 2020 WL 3412691 (6th Cir.), and is attached to this Petition. (App. 3a).

The final adjudication entered by the United States District Court for the Western District of Tennessee on August 15, 2019, can be found at *United States v. Bradner*, 2:18-cr-20153, and is attached hereto. (App. 10a).

The Sixth Circuit denies panel reconsideration and *En Banc* review on July 21, 2020, attached hereto. (App. 1a).

JURISDICTION

This matter originated in the United States District Court, Western District of Tennessee, pursuant to 18 U.S.C. § 3231. Bradner entered a guilty plea and was sentenced, which disposed of his case in the district court.

Bradner timely filed a Notice of Appeal to the Sixth Circuit Court of Appeals, which issued a decision affirming on June 22, 2020. (App. 3A). *En Banc* review is

requested but denied on July 21, 2020. Jurisdiction is generally conferred upon the Court of Appeals pursuant to 28 U.S.C. §1291.

Jurisdiction to review the Judgment of the Sixth Circuit by Writ of Certiorari is conferred on this Court by 28 U.S.C. §1254(1) and United States Supreme Court Rule 10.

This petition is timely filed pursuant to Supreme Court Rule 13.1 and 13.3.

STATUTORY AND CONSTITIUTIONAL PROVISIONS

This case implicates the Due Process Clause of the Fifth Amendment to the United States Constitution, which provides in relevant part that "no person shall be...deprived of life, liberty, or property, without due process of law..."

STATEMENT OF THE CASE

William Bradner was indicted on May 15, 2018, on seven counts of violating 18 U.S.C. §2251(a) and (e), for attempting to and knowingly employing, using, persuading, inducing, enticing and coercing Victims A and B, both females under the age of eighteen, to engage in sexually explicit conduct for the purpose of producing a visual depiction of such conduct, and the visual depiction being produced using materials in and affecting interstate and foreign commerce. (App. 122-125a). He is also charged with one count of knowingly possessing digital storage devices with visual depictions of minors engaging in sexually explicit conduct in violation of 18 U.S.C. § 2252(a)(4)(B) and (b)(2). (App. 126a).

The parties enter a Plea Agreement whereby Bradner agrees to plead guilty to Counts Two, Four, Six and Eight of the Indictment, with the remaining counts

being dismissed. (App. 118a). The parties also agree to a minimum sentence level of "not less than 300 months." (Id.). The Plea Agreement allows "the parties will be able to argue for where the sentence should be fixed above that limit." (App. 88a).

At the change of plea hearing, Bradner informs the Court, "I'm here to change my plea to guilty." (Id.). The Court reviews with Bradner that for Counts 2, 4 and 6, there is a mandatory minimum sentence of at least 15 years' incarceration. (App. 95a). The government confirms that "the sentence will *not be less than* 300 months." (App. 100a, emphasis added). The Court informs Bradner that when sentencing time arrives, "I also obviously have to consider the binding agreement that you and the Government made of the *not less than* 300 months in making my decision." (Id. App. 105a, emphasis added).

Bradner enters his guilty plea. (App. 114a). The Court accepts the Guilty Plea. (App. 115a; See also App. 81a).

At sentencing, despite the Plea Agreement term of a sentence "not less than 300 months," the government asks "for the equivalent of a life sentence...given Mr. Bradner's age, we would suggest no less than 40 years." (App. 44a). The Court confirms, "So that's 480 months is what you're asking for?" (Id.). The government responds, "For bottom end, Your Honor. We certainly would recommend higher, but we would suggest that Your Honor consider *nothing below that*." (Id., emphasis added).

This is in direct contradiction to its binding agreement that a minimum sentencing level would be set at 300 months.

The Court adopts the government's recommendation. The Judge sentences Bradner to 360 months incarceration for each Count 2, 4, and 6 to be served concurrent with each other, and 120 months as to Count 8 to be served consecutive to Counts 2, 4, and 6, **for a total term of imprisonment of 480 months**. (App. 12a; See also App. 63a). This raises the obvious question of whether the Court would have adopted a sentence 180 months lower of 300 months had the government stuck to its commitment made to Bradner in the plea agreement. Bradner timely filed a notice of appeal. (App. 8a).

The Sixth Circuit affirmed, finding that:

> The prosecution did exactly what the plea agreement left it free to do. Bradner and the government agreed that his sentence would be 300 months or more. And the government sought a sentence of more than 300 months. That forecloses Bradner's prosecutorial misconduct argument because he cannot show the prosecutor behaved improperly, and it forecloses his breach argument because he cannot show the prosecution welched on the plea agreement. (Decision, App. 6a).

The Court decided that "Bradner agreed to...receive a sentence of 300 months or more," but failed to acknowledge that the prosecution changed the terms of the agreement by requesting a minimum sentence of 480 months. (Decision, App. 7a).

As a result of this Opinion, this Petition follows.

REASONS FOR GRANTING THE PETITION

The parties entered into a binding plea agreement that specified an agreed upon minimum sentence of "not less than 300 months." (App. 118a). At sentencing, the government made arguments contrary to that position, arguing "for the equivalent of a life sentence...given Mr. Bradner's age, we would suggest *no less*

than 40 years." (App. 44a, emphasis added). The Court confirms, "So that's 480 months is what you're asking for?" (Id.). The government responds, "For bottom end, Your Honor. We certainly would recommend higher, but we would suggest that Your Honor consider *nothing below that*." (Id., emphasis added). The trial court agreed and sentenced Bradner based upon this request to 480 months. (App. 12a; See also App. 63a). Thus, in effect, the prosecutor's breach of the plea agreement likely resulted in an increase of 180 months to Bradner's sentence.

On appellate review, the Sixth Circuit decided that this was not a breach of the terms of the Plea Agreement because "both parties agreed Bradner's sentence would be at least 300 months," (Decision, App. 4a), and that the government was free to "argue for where the sentence should be fixed above that limit." (Id. at App. 5a). The Court found that "the prosecution did exactly what the plea agreement left it free to do. Bradner and the government agreed that his sentence would be 300 months or more. And the government sought a sentence of more than 300 months." (Id. at App. 6a).

But the Court of Appeals erred in this interpretation of the facts, and the record supports that the government did in fact breach the terms of the plea agreement. Any argument made contrary to the agreement, or the spirit of the agreement, is a breach. The government made multiple requests at sentencing that were directly contradictory to the term of the plea agreement agreeing to a minimum sentence of "not less than 300 months." Even if the government was free to argue for a sentence of more than 300 months, this provision of the agreement

prohibited them from arguing for a minimum sentence of more than 300 months. Thus, when the government pushes for a minimum sentence of 480 months at sentencing, it breaches the terms of the plea agreement it had with Bradner. He signed an agreement that his minimum sentence would be 300 months, not "the equivalent of life", not "at least 300 months," and not "no less than 480 months."

For the reasons established below, this Court should grant this Petition.

I. The Sixth Circuit incorrectly decided Bradner's case and its decision is grounded in facts not of record.

The Sixth Circuit incorrectly decides this case. Making an argument contrary to the express terms of a plea agreement breaches that agreement and deprives a criminal defendant of the benefit of their bargain. The Sixth Circuit incorrectly concluded that "both parties agreed Bradner's sentence would be at least 300 months." (Decision, App. 4a). That characterization is incorrect. Instead, the parties agreed upon a minimum sentencing level of "not less than 300 months." (Decision, App. 5a). While it is true that the prosecution was free to "argue for where the sentence should be fixed above that limit," (Id.), the prosecutor was not free to argue for a higher minimum sentence over and above 300 months. That is why the Sixth Circuit's summation that "the government sought a sentence of more than 300 months," (Id. at App. 6a), while technically accurate, is not truly indicative of its argument at sentencing. Instead, at sentencing, the government argued that Bradner's sentence should not be "less than 480 months." As a result, the government's breach of the plea agreement likely added 180 months to Bradner's sentence. The agreed upon minimum sentencing level was "not less than 300

months." The government changed that term and argued for a minimum sentence of "not less than 480 months," which was the sentence ultimately imposed on Bradner.

Breach of a plea agreement entitles the defendant to specific performance under the agreement. "[W]hen a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be a part of the inducement or consideration, such promise must be fulfilled." *United States v. Barnes,* 278 F.3d 644, 647 (6th Cir. 2002). As shown below, the Sixth Circuit decision is incorrect, as this Court has mandated that guilty pleas induced by plea bargaining are enforceable so long as the principles of fairness are observed and the necessary procedural safeguards are followed. *Santobello v. New York,* 404 U.S. 257 (1971). In Bradner's case, the principles of fairness and the procedural safeguards, were abandoned. Nevertheless, his guilty plea rested at least in part, on the significant promise or agreement of the prosecutor to acquiesce to a minimum sentencing range of "not less than 300 months," which was part of the inducement or consideration in Bradner entering his plea. Under such circumstances, a criminal defendant is always entitled to fulfillment of the promise made. *Id* at 262. A prosecutor's actions are highly scrutinized in plea agreements and prosecutors are held to meticulous standards of performance. *United States v. Moncivais,* 492 F.3d 652, 662 (6th Cir. 2007). Ambiguities are construed in the defendant's favor. *Id.*

In reaching the conclusion that it did, the Sixth Circuit erred and ignored all of this precedent. Instead, the Sixth Circuit permitted the government to take action and make an argument contrary to the explicit terms and spirit of the plea

agreement. This is improper and violates the agreement itself and the spirit of plea-bargain negotiations.

Further, the Sixth Circuit's decision relies on facts not of record. For instance, the Court suggests that Bradner agreed to a sentence that would be "at least 300 months." (Decision, App. 4a). The truth of the matter is that he made no such agreement, but instead, agreed to a sentence with a minimum range of 300 months. In addition, Bradner contests the Sixth Circuit's reliance on the following facts which are not supported by the record:

1. The panel indicated that Bradner's ex-wife found "pictures and videos on his laptop depicting him engaged in sexual conduct with her two daughters." However, forensics examination of Bradner's computer by the FBI indicated there were no files of her daughters on Bradner's computer.
2. The panel claimed that the police found "stashes" of covert cameras. In reality, they located one box of video devices under Bradner's desk, in plain view.
3. The Sixth Circuit cites that the SD Card contained "over 400 sexually explicit photos and videos of the children." However, less than a dozen files were sexually explicit.
4. Bradner did not enter into a plea agreement to "avoid further airing of his misdeeds," as indicated by the Court. Instead, he chose to not go to trial to spare his stepchildren from testifying.

This Court should grant review to correct the erroneous decision of the Sixth Circuit.

II. The Sixth Circuit conflicts with this Court's decision in *Santobello v. New York*, 404 U.S. 257 (1971).

As mentioned, at issue in the present case is the question of whether the government breached the agreed upon bargain of a plea agreement by making a sentencing recommendation contrary to what was explicitly agreed to in the Plea Agreement. The Sixth Circuit Court of Appeals determined that in Bradner's case, there was no breach. However, that decision conflicts with this Court's holding in *Santobello v. New York*, 404 U.S. 257 (1971), where this Court mandated that "when a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled." *Id.,* at 262.

Bradner' PSR recommended an equivalent of a life sentence. Thus, he was enticed to sign the plea agreement specifically because of the agreed upon minimum sentencing level of 300 months, or 25 year minimum, which was a considerable inducement to agree to the plea. He would not have agreed to a plea knowing that the agreed upon minimum level to be argued was "the equivalent of life" or "a minimum of 480 months." There would have been no benefit to that bargain for Bradner.

The parallels between the facts in *Santobello* and Bradner's case are obvious. In that case, Santobello entered into a plea agreement whereby he agreed that the maximum prison sentence could be one year. *Id.* at p. 258. In return of Santobello's guilty plea, the state consented that it would make no recommendation as to the sentence. *Id.* Here, Bradner entered into a plea agreement whereby he and the prosecution agreed that the minimum prison sentence would "not be less than 300

months." (App. 118a). Then, at Santobello's sentencing, the prosecutor recommended the maximum of one-year sentence, *Santobello v. New York*, 404 U.S. at 259, and the trial judge then imposed a one-year sentence. *Id.* At the sentencing hearing in Bradner's case, the prosecutor asked for a sentence of "not less than 480 months," (App. 44a), and the trial judge imposed that requested minimum sentence. (App. 12a). Appellate Courts in both cases failed to remedy the breach.

When reviewing such facts in *Santobello*, this Court determined that the defendant "'bargained' and negotiated for a particular plea in order to secure dismissal of more serious charges, but also on condition that no sentence recommendation would be made by the prosecutor." *Id.* Similarly, Bradner agreed to plead guilty to Counts Two, Four, Six and Eight of the Indictment, with the remaining counts being dismissed, (App. 118a), on the condition that the parties "agreed to a bottom end for the sentencing, pursuant to Rule 11(c)(1)(C), that the sentence will not be less than 300 months." (App. 100a). Thus, this Court held in *Santobello* that:

> The interests of justice and proper recognition of the prosecution's duties in relation to promises made in connection with 'any agreement on a plea of guilty' require that the judgment be vacated and that the case be remanded to the [lower] courts for further consideration as to whether the circumstances require...specific performance of the agreement on the plea...*Santobello v. New York*, 404 U.S. 257, 257 (1971).

The Sixth Circuit's opinion to the contrary finding that no breach occurred in Bradner's case obviously conflicts with this Court's findings in *Santobello*, and because of that tension, review is necessary by this Court.

III. The Sixth Circuit's decision further splits the Circuit courts.

The Sixth Circuit in this case ruled that a plea agreement was not violated even though the prosecutor made arguments at sentencing specifically contrary to those stipulated in the plea agreement. Four other circuits, applying *Santobello,* have held that the government is strictly bound by the plea agreement and violates the defendant's constitutional rights when the prosecutor makes statements at sentencing that are contrary to the plea agreement. Thus, the Sixth Circuit's opinion in Bradner's case conflicts with other Circuit Court opinions. This means that in other circuits, defendants can rely on judges to enforce the terms of their plea agreements when such enforcement is required. Unfortunately, the criminal defendants in the Sixth Circuit cannot, where, as in Bradner's case prosecutors are free to argue at sentencing for a position that directly conflicts with the terms stipulated to in the plea agreement.

Resolution of this conflict is necessary to provide clear, concise guidelines for courts and prosecutors about the government's obligations under plea agreements.

In fact, cases in other circuit courts illustrate the divide. For instance, in *United States v. Canada,* 960 F.2d 263 (1st Cir. 1992), the plea agreement required the government to recommend a sentence of 36 months. At sentencing, the government made arguments for a lengthy period of incarceration. They never asked for any specific time, or even that the time exceed 36 months. Nevertheless, the court decided that there was a breach of the plea agreement, because "*Santobello* prohibits not only 'explicit repudiation of the government's assurances,

but must in the interests of fairness be read to forbid end-runs around them.'" *Id.* The court decided that it is improper for a prosecutor to interject reservations about the agreement to which it committed itself. *Id* at 270. The court found the government's overall conduct simply did not amount to compliance in spirit and substance with the government's agreement.

The same is true in Bradner's case. Here, the government expressly agreed in the Plea Agreement to a minimum sentencing level of "not less than 300 months." Then, in an end-run around that agreement, the government argues at sentencing for a sentence of "not less than 480 months." Clearly, this violates the spirit and substance of the government's agreement.

In *United States v. Boatner*, 966 F. 2d 1575 (11th Cir. 1992), the plea agreement stipulated "that two ounces of cocaine would be the only quantity considered for sentencing purposes." *United States v. Boatner*, 966 F. 2d 1575, 1577 (11th Cir. 1992). At sentencing, the prosecutor defended the presentence report's listing of a higher amount. *Id.* at p. 1577-78. Even though the prosecutor stated at sentencing that "the government will stick to its stipulation," the Eleventh Circuit found a breach of the plea agreement: "Consequently, the government violated its agreement at the sentencing hearing when it attempted to bolster the presentence investigation report." *Id.* at p. 1579. The Eleventh Circuit remanded for resentencing before a different judge. *Id.* at p. 1580. By contrast, in this case, where the prosecution agreed to a minimum sentencing level of "not less than 300 months" in the Plea Agreement and then argued for a sentence of "not less than 480 months"

at sentencing, the Sixth Circuit found no breach. The conflict between the Eleventh and Sixth Circuit cannot be reconciled.

Likewise, the Sixth Circuit's opinion in Bradner's case conflicts with the Tenth Circuit decision in *United States v. Hawley*, 93 F. 3d 682 (10th Cir. 1996). In *Hawley*, the Tenth Circuit ruled that sticking with the ultimate sentencing recommendation contemplated by the plea agreement is insufficient if the prosecutor's conduct otherwise violated the terms of the agreement. There, the government stipulated in the plea agreement that it would not oppose the defendant's receiving a three-level reduction for acceptance of responsibility. The presentence report recommended that the defendant be denied a reduction for acceptance of responsibility. In both its written response to the presentence report and at the sentencing hearing, the prosecutor recognized the government's obligation under the plea agreement, yet also stated that the presentence report appeared to be accurate and that those facts indicated that the defendant did not qualify for a reduction. *United States v. Hawley*, 93 F. 3d 682, 691-94 (10th Cir. 1996). The Tenth Circuit reversed and remanded because the government breached its obligation. *Id.* at p. 692-94. The court noted that the government cannot do indirectly what it is prohibited from doing directly. The prosecutor's comments had the "effect" of opposing the sentencing reduction -- which the government had promised not to do." *Id.* at p. 693.

Similarly, in Bradner's case, the prosecutor's request at sentencing for a sentence of "not less than 480 months" had the effect of undermining its explicit

assent in the plea agreement to a minimum sentencing level of "not less than 300 months."

More recently, in *United States v. Mondragon,* 228 F.3d 978 (9th Cir. 2000), the Ninth Circuit utilized a similar approach. In *Mondragon,* the prosecutor called the sentencing court's attention to the allegedly serious nature of the defendant's prior criminal offenses, despite a promise in the plea agreement that the government would "make no recommendation regarding sentence." All the information provided by the prosecutor was included in the presentence report. *Id.* at p. 980. The Ninth Circuit noted that "because the prosecutor's comments did not provide the district judge with any new information or correct any factual inaccuracies, the comments could have been made for only one purpose: to influence the district court to impose a harsher sentence than that suggested by appellant's counsel." *Id.* Even though the government did not technically recommend a particular sentence, the court remanded for resentencing before a different judge, because the promise made in the plea agreement "means more than just not recommending a specific sentence." *Id.* at 980-81.

The Eighth Circuit has also remanded for resentencing because the government "violated the spirit of ... the plea agreement." *United States v. Mitchell,* 136 F.3d 1192, 1194 (8th Cir. 1998).

Here, the prosecutor induced Bradner to enter into a plea agreement in part due to the term that the government agrees to a minimum sentencing level of "not less than 300 months." Then, at sentencing, the prosecutor presented an argument

to the judge that was directly contrary to that stipulated in the agreement: that Bradner should not be sentenced to anything "less than 480 months." Despite this, the Sixth Circuit found there was no breach. The conclusion reached by the Sixth Circuit cannot be reconciled with that of the First, Eighth, Ninth, Tenth, and Eleventh Circuits. This Court should grant this petition for writ of certiorari to resolve the conflict.

IV. The Question Presented In This Case Is One Of Great Constitutional And Recurring Importance.

The issue presented in this petition is important and likely to be repeated because nearly 95% of all criminal convictions are obtained as a result of a guilty plea. *Missouri v. Frye,* 566 U.S. 134, 143 (2012). Most of those pleas are a result of a plea agreement, where both parties must be aware of the effect of such to ensure the fair administration of the criminal justice system. Without the plea-bargaining process, the criminal justice system would be overwhelmed, and the justice system would come to a standstill. That is why this Court recognizes that "The disposition of criminal charges by agreement between the prosecutor and the accused, sometimes loosely called 'plea bargaining,' is an essential component of the administration of justice."

Santobello v. New York, 404 U.S. 257, 260 (1971). This Court explains that:

> Disposition of charges after plea discussions is not only an essential part of the process but a highly desirable part for many reasons. It leads to prompt and largely final disposition of most criminal cases; it avoids much of the corrosive impact of enforced idleness during pre-trial confinement for those who are denied release pending trial; it protects the public from those accused persons who are prone to continue criminal conduct even while on pretrial release; and, by shortening the time between charge and disposition,

> it enhances whatever may be the rehabilitative prospects of the guilty when they are ultimately imprisoned. Id. at p. 261, citing *Brady v. United States*, 397 U.S. 742, 751—752 (1970).

This Court should grant certiorari to review and address this important and recurring issue to guide future criminal defendants and federal prosecutors in the plea-bargaining process. The issue presented to this Court will likely recur given the sheer volume of plea agreements entered into between the government and criminal defendants each day across the country. In addition, plea agreements require defendants to waive fundamental constitutional rights. Defendants rely on all parts of a plea agreement in making their decision to waive those fundamental and constitutional rights. When a prosecutor fails to perform the government's obligation under a plea agreement, as it did in this case, the defendant's fundamental, due process rights are violated.

CONCLUSION

A breach of a plea agreement is just that, a breach. The Sixth Circuit found the government did not breach the agreement because the arguments made, in its opinion, were not contrary to a term of the agreement. The facts before this Court show otherwise. The Plea Agreement strictly provided that the parties agreed to a minimum sentencing level of "not less than 300 months," and then, at sentencing, the government changed that agreed upon minimum sentencing level and recommended a sentence of "not less than 480 months." The Court then adopted the government's recommendation, and sentenced Bradner to 480 months.

This court should accept jurisdiction of this matter to address the important issue presented herein.

Respectfully Submitted,

STEVEN D. JAEGER, ESQ.
(KBA 92085)
THE JAEGER FIRM, PLLC
23 Erlanger Road
Erlanger, Kentucky 41018
TELE: (859) 342-4500
EMAIL: sdjaeger@thejaegerfirm.com
Counsel for Appellant - Defendant

Submitted: September 08, 2020

No. _____

IN THE SUPREME COURT OF THE UNITED STATES

WILLIAM BRADNER, PETITIONER
v.
UNITED STATES OF AMERICA, RESPONDENT

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

APPENDIX TO THE PETITION FOR A WRIT OF CERTIORARI

STEVEN D. JAEGER, ESQ.
Counsel of Record for Petitioner
THE JAEGER FIRM, PLLC
23 ERLANGER ROAD
ERLANGER, KENTUCKY 41018
(859) 342-4500
(859) 342-4501
sdjaeger@thejaegerfirm.com

SUBMITTED: September 08, 2020

TABLE OF CONTENTS