

United States Court of Appeals for the Fifth Circuit

No. 22-11156

United States Court of Appeals
Fifth Circuit

FILED

May 22, 2023

Lyle W. Cayce
Clerk

Plaintiff—Appellee,

versus

JAMES HAMILTON,

Defendant—Appellant.

Application for Certificate of Appealability
the United States District Court
for the Northern District of Texas
USDC Nos. 4:22-CV-292, 4:19-CR-336-2

ORDER:

James Hamilton, federal prisoner # 49588-044, was convicted of conspiracy to possess with intent to distribute 50 grams or more of a substance containing a detectable amount of methamphetamine. He moves for a certificate of appealability (COA) to appeal the denial of his 28 U.S.C. § 2255 motion.

For the first time in his COA motion, Hamilton argues that his counsel was ineffective for failing to (a) object to the presentence report (PSR) on the ground that it held him accountable for actual methamphetamine, whereas he had pleaded guilty to a conspiracy involving

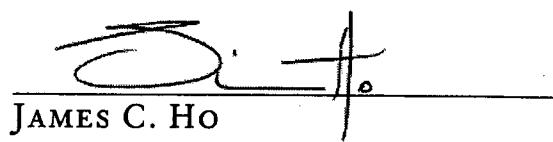
No. 22-11156

a substance containing a detectable amount of methamphetamine and (b) argue at sentencing that his low-level role in the conspiracy mitigated against holding him accountable for actual methamphetamine; that the importation enhancement, *see* U.S.S.G. § 2D1.1(b)(5), was erroneous because he did not have actual knowledge that the methamphetamine involved in the offense was imported from Mexico; he was not involved in the importation, and *United States v. Serfass*, 684 F.3d 548 (5th Cir. 2012) was wrongly decided; and that he was entitled to a mitigating-role adjustment under U.S.S.G. § 3B1.2. He also argues for the first time that the trial court erred by sentencing him based on the PSR's finding that actual methamphetamine was involved in the offense without any jury finding under *Apprendi v. New Jersey*, 530 U.S. 466 (2000); his plea was not knowing or voluntary because he was never advised that he could be held accountable for actual methamphetamine at sentencing; and counsel's failure to investigate and advise him regarding the potential sentencing enhancements that could apply rendered his plea to be unknowing and involuntary. Because Hamilton did not raise these claims in the district court, this court lacks jurisdiction to consider them. *See Black v. Davis*, 902 F.3d 541, 545 (5th Cir. 2018); *Henderson v. Cockrell*, 333 F.3d 592, 605 (5th Cir. 2003). Furthermore, Hamilton fails to reprise in his COA motion his claim that counsel was ineffective for failing to meet with him and discuss the PSR. Accordingly, that claim is abandoned. *See Hughes v. Johnson*, 191 F.3d 607, 613 (5th Cir. 1999).

Hamilton renews his claim that his guilty plea was involuntary because counsel was ineffective for advising him that if he took the Government's plea deal his sentence would be between 120 and 151 months. He also argues that his counsel failed to perform any investigation and share discovery with him, that his counsel was ineffective for failing to adequately support counsel's motion to withdraw, and that counsel was ineffective by failing to

No. 22-11156

object to the PSR on the grounds that it misidentified the dates of his involvement in the conspiracy and press his PSR objections more vigorously after the district court tentatively overruled them. He fails to “demonstrate that reasonable jurists would find the district court’s assessment of the constitutional claims debatable or wrong.” *Slack v. McDaniel*, 529 U.S. 473, 484 (2000); *see* 28 U.S.C. § 2253(c)(2). His motion for a COA is DENIED.



JAMES C. Ho
United States Circuit Judge

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

JAMES HAMILTON,

Movant,

v.

**No. 4:22-cv-0292-P
(No. 4:19-cr-0336-P)**

UNITED STATES OF AMERICA,

Respondent.

OPINION AND ORDER

Came on for consideration the motion of James Hamilton, Movant, under 28 U.S.C. § 2255 to vacate, set aside, or correct sentence by a person in federal custody. The Court, having considered the motion, the response, the reply, the record, including the record in the underlying criminal case styled “United States v. Marcus Ray Nelson, et al.” and applicable authorities, concludes that the motion must be **DENIED**.

BACKGROUND

The record in the underlying criminal case reflects the following:

On November 14, 2019, Movant was named along with others in a one-count indictment charging him with conspiracy to possess with intent to distribute 50 grams or more of a mixture and substance containing a detectable amount of methamphetamine, in violation of 21 U.S.C. § 846. CR ECF No. 3. On November 18, 2019, appointed counsel entered an appearance on Movant’s behalf. CR ECF No. 12. Movant initially entered a plea of not guilty. CR ECF No. 15.

On December 3, 2019, counsel filed a motion to withdraw (erroneously titled a motion for substitution), reflecting that Movant wanted a different attorney. CR ECF No. 35. On December 5, 2019, the Court heard the motion and determined that it should be denied. CR ECF No. 152. The gist of Movant’s complaint was that counsel would not give him copies of documents produced by the Government. Counsel explained, and the Court confirmed, that inmates are not allowed to

possess such items. Counsel had delivered paper copies to the jail and told Movant he could study them in the law library. Movant refused to listen to counsel and apparently did not seek access to the law library. He wanted to quibble about how things are done differently in Missouri, where he had served state time. The Court admonished Movant that he had been assigned competent counsel and that he needed to work with him. *Id.*

On December 18, 2019, Movant entered a plea of guilty to the charge against him. CR ECF No. 46. Movant and his counsel signed a factual resume setting forth the offense, the penalty Movant faced—not less than five years or more than forty years' imprisonment, the elements of the offense, and the stipulated facts establishing that Movant had committed the offense. CR ECF No. 43. Movant and his counsel also signed a plea agreement with waiver of appeal, which also described the offense and the penalty Movant faced, along with the admonishment that the sentence would be wholly within the Court's discretion, that no one could predict with certainty the outcome of the Court's consideration of the guidelines, and that Movant would not be allowed to withdraw his plea if the sentence was higher than expected. CR ECF No. 44. The plea agreement recited that the plea was freely and voluntarily made by Movant and that no guarantees or promises had been made by anyone as to the sentence the Court might impose. *Id.*

At re-arraignment, Movant testified under oath that: he understood that he should never depend or rely on any promise or statement by anyone as to the penalty that would be assessed; other than the written plea agreement, no one had made any promise or assurance to induce him to plead guilty; all of the terms of his agreement to plead guilty were set forth in the plea agreement; he fully understood everything in the plea agreement and voluntarily entered into it; he had discussed the guidelines with counsel; he understood that he faced a sentence of five to forty years' imprisonment; he understood that if he received a sentence more severe than he expected, he would not be allowed to withdraw his plea; and, he had read and fully understood the factual resume and the facts stated in it were true and correct. CR ECF No. 154.

The probation officer prepared the presentence report (“PSR”), which reflected that Movant’s base offense level was 36. CR ECF No. 80, ¶ 35. He received a two-level increase for importation, *id.* ¶ 36, and a two-level and a one-level reduction for acceptance of responsibility. *Id.* ¶¶ 42, 43. Based on a total offense level of 35 and a criminal history category of IV, Movant’s guideline imprisonment range was 235 to 293 months. *Id.* ¶ 107. Movant filed objections, CR ECF No. 83, and the probation officer prepared an addendum to the PSR explaining why the objections were without merit. CR ECF No. 100.

On June 8, 2020, the Court sentenced Movant to a term of imprisonment of 240 months. CR ECF No. 133. Despite having waived his right to do so, Movant appealed. CR ECF No. 132. The Court appointed another attorney to represent Movant on appeal. CR ECF Nos. 136, 140. His appellate attorney filed a brief pursuant to *Anders v. California*, 386 U.S. 738 (1967), and was allowed to withdraw. The appeal was dismissed as frivolous. *United States v. Hamilton*, 832 F. App’x 903 (5th Cir. 2021).

GROUNDS OF THE MOTION

Movant purports to raise four grounds, all predicated on ineffective assistance of counsel. ECF No. 1 at 4, 5, 7, 8¹ (all referencing Movant’s memorandum of law). The memorandum, which is not signed, does not set forth separate grounds. ECF No. 2. The reply appears to acknowledge that the Government has correctly described three grounds and various sub-arguments. ECF No. 11. The Court discusses each below.

STANDARDS OF REVIEW

A. 28 U.S.C. § 2255

After conviction and exhaustion, or waiver, of any right to appeal, courts are entitled to presume that a defendant stands fairly and finally convicted. *United States v. Frady*, 456 U.S. 152, 164–65 (1982); *United States v. Shaid*, 937 F.2d 228, 231–32 (5th Cir. 1991). A defendant can

¹ The page references are to “Page ___ of ___” assigned by the Court’s electronic filing system and reflected at the top right portion of the document.

challenge his conviction or sentence after it is presumed final on issues of constitutional or jurisdictional magnitude only, and may not raise an issue for the first time on collateral review without showing both “cause” for his procedural default and “actual prejudice” resulting from the errors. *Shaid*, 937 F.2d at 232.

Section 2255 does not offer recourse to all who suffer trial errors. It is reserved for transgressions of constitutional rights and other narrow injuries that could not have been raised on direct appeal and would, if condoned, result in a complete miscarriage of justice. *United States v. Capua*, 656 F.2d 1033, 1037 (5th Cir. Unit A Sept. 1981). In other words, a writ of habeas corpus will not be allowed to do service for an appeal. *Davis v. United States*, 417 U.S. 333, 345 (1974); *United States v. Placente*, 81 F.3d 555, 558 (5th Cir. 1996). Further, if issues “are raised and considered on direct appeal, a defendant is thereafter precluded from urging the same issues in a later collateral attack.” *Moore v. United States*, 598 F.2d 439, 441 (5th Cir. 1979) (citing *Buckelew v. United States*, 575 F.2d 515, 517–18 (5th Cir. 1978)).

B. Ineffective Assistance of Counsel

To prevail on an ineffective assistance of counsel claim, a movant must show that (1) counsel’s performance fell below an objective standard of reasonableness and (2) there is a reasonable probability that, but for counsel’s unprofessional errors, the result of the proceedings would have been different. *Strickland v. Washington*, 466 U.S. 668, 687 (1984); *see also Missouri v. Frye*, 566 U.S. 133, 147 (2012). “[A] court need not determine whether counsel’s performance was deficient before examining the prejudice suffered by the defendant as a result of the alleged deficiencies.” *Strickland*, 466 U.S. at 697; *see also United States v. Stewart*, 207 F.3d 750, 751 (5th Cir. 2000). “The likelihood of a different result must be substantial, not just conceivable,” *Harrington v. Richter*, 562 U.S. 86, 112 (2011), and a movant must prove that counsel’s errors “so undermined the proper functioning of the adversarial process that the trial cannot be relied on as having produced a just result.” *Cullen v. Pinholster*, 563 U.S. 170, 189 (2011) (quoting *Strickland*, 466 U.S. at 686). Judicial scrutiny of this type of claim must

be highly deferential and the defendant must overcome a strong presumption that his counsel's conduct falls within the wide range of reasonable professional assistance. *Strickland*, 466 U.S. at 689. Simply making conclusory allegations of deficient performance and prejudice is not sufficient to meet the *Strickland* test. *Miller v. Johnson*, 200 F.3d 274, 282 (5th Cir. 2000).

ANALYSIS

Movant alleges that his trial counsel provided ineffective assistance in advising him that he would be sentenced to no more than 150 months if he pled guilty. ECF No. 2 at 5, 8, 13. The contention is wholly unsupported. The record, on the other hand, establishes that the plea was knowing, voluntary, and informed. Movant signed the plea agreement reflecting that no promises had been made to induce him to plead guilty. CR ECF No. 44. In addition, Movant testified under oath at re-arraignment that no one had made any promise or assurance to him of any kind to induce him to plead guilty. CR ECF No. 154 at 49. Unambiguous written plea agreements are entitled to a presumption of regularity and are accorded great evidentiary weight. *Hobbs v. Blackburn*, 752 F.2d 1079, 1081 (5th Cir. 1985). Likewise, solemn declarations in open court carry a strong presumption of verity. *Blackledge v. Allison*, 431 U.S. 63, 74 (1977).

For a defendant who seeks habeas relief on the basis of alleged promises inconsistent with representations he made in open court to prevail, he must prove: "(1) the exact terms of the alleged promise, (2) exactly when, where, and by whom the promise was made, and (3) the precise identity of the eyewitnesses to the promise." *United States v. Cervantes*, 132 F.3d 1106, 1110 (5th Cir. 1998). To be entitled to an evidentiary hearing, the defendant must produce "independent indicia of the likely merit of [his] allegations, typically in the form of one or more affidavits from reliable third parties." *Id.* "If, however, the defendant's showing is inconsistent with the bulk of [his] conduct or otherwise fails to meet [his] burden of proof in the light of other evidence in the record, an evidentiary hearing is unnecessary." *Id.* See also *United States v.*

Fuller, 769 F.2d 1095, 1099 (5th Cir. 1985). Movant is not entitled to a hearing here.

Movant additionally alleges that counsel was ineffective at the pre-plea stage by failing to provide Movant with discovery to review, failing to move for a thorough assessment of the drugs involved in the case, and failing to adequately support his request to withdraw. ECF No. 2 at 5–7, 10. The allegations are conclusory and fail to raise any constitutional issue. *Miller*, 200 F.3d at 282. Moreover, once a guilty plea has been entered, all nonjurisdictional defects in the proceedings against the defendant are waived. *United States v. Cavitt*, 550 F.3d 430, 441 (5th Cir. 2008). A guilty plea waives pre-plea ineffective assistance of counsel unless the movant can show that he would not have pleaded guilty but for counsel’s deficient performance and that he would have insisted on going to trial. *Hill v. Lockhart*, 474 U.S. 52, 59 (1985); *Cavitt*, 550 F.3d at 441. Here, Movant does not allege that he would have done anything differently.

Finally, Movant alleges that he received ineffective assistance during the sentencing phase. He says that counsel failed to adequately discuss the PSR, failed to file a motion pinpointing the time frame of his involvement in the conspiracy, failed to press his objections to the PSR at sentencing, and failed to challenge “the misinterpretation of [Movant’s] base offense level.” ECF No. 2 at 9–14. All of the allegations are conclusory and insufficient to state a constitutional ground. *Miller*, 200 F.3d at 282. Movant does not specify the “critical issues,” “other questions,” or “relevant objections” that he needed to discuss. *Id.* at 9. Counsel did object to the PSR for stating that the period of Movant’s involvement in the conspiracy ended in July 2019 since he was arrested on June 12, 2019. CR ECF No 96 at 1. The allegation about the failure to challenge the “misinterpretation” of the base offense level makes no sense. In any event, counsel did object that Movant had no knowledge of drug purity and should not be held accountable for it. *Id.* at 1–2. The transcript of the sentencing hearing reflects that the Court was well-aware of Movant’s objections to the PSR. CR ECF No. 149. Movant does not identify what further argument could have been made, much less how it would have affected the outcome.

CONCLUSION

For the reasons discussed, Movant's motion is **DENIED**.

Further, for the reasons discussed herein, pursuant to 28 U.S.C. § 2553(c), a certificate of appealability is **DENIED**.

SO ORDERED on this 28th day of October 2022.



Mark T. Pittman
UNITED STATES DISTRICT JUDGE

TRULINCS 4958044 - HAMILTON, JAMES - Unit: COM-A-B

FROM: Hamilton, Mrs Tausha
TO: 4958044
SUBJECT: RE: My king
DATE: 11/13/2023 11:36:03 AM

Baby I called your lawyer and he wasn't in but I left a message my love. But now I have to show you what the clerk at the courts in DC said and she emailed me the issue so I could give u the information correctly so here it goes baby

SUPREME COURT OF THE UNITED STATES

OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

September 7, 2023

James Hamilton

#59588-044

PO Box 1032

Coleman, FL 33521

RE: Hamilton v. United States

USAP5 No. 22-11156

Dear Mr. Hamilton:

Dec. Indent Inc. Indent

The above-entitled petition for a writ of certiorari was postmarked August 31, 2023 and received September 6, 2023. The papers are returned for the following reason(s):

The petition is out-of-time. The date of the lower court judgment or order denying a timely petition for rehearing was May 22, 2023. Therefore, the petition was due on or before August 21, 2023. Rules 13.1, 29.2 and 30.1. When the time to file a petition for a writ of certiorari in a civil case (habeas action included) has expired, the Court no longer has the power to review the petition.

The time for filing a petition for a writ of certiorari is not controlled by the date of the issuance of the mandate. Rule 13.3.

When she told me this and then she told me the papers sent back to you in September I was confused bc I don't recall you ever telling me you received anything from them. But this is a direct email from the clerk baby I'm sorry this shit fucked up and I know you not going to be in a good damn mood after this shit. But I love you sweetheart



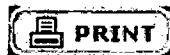
All Transactions

Inmate Reg #: 49588044 Current Institution: Coleman FCC
 Inmate Name: HAMILTON, JAMES Housing Unit: COM-A-B
 Report Date: 08/18/2023 Living Quarters: A03-067L
 Report Time: 8:47:10 AM

<u>Date/Time</u>	<u>Transaction Type</u>	<u>Amount</u>	<u>Ref#</u>	<u>Payment#</u>	<u>Balance</u>
12/19/2022 6:46:26 AM	TRUL Withdrawal	(\$5.00)	TL1219		\$35.05
12/13/2022 2:51:49 PM	<u>Sales - Fingerprint</u>	(\$90.95)	81		\$40.05
12/12/2022 9:44:00 AM	TRUL Withdrawal	(\$5.00)	TL1212		\$131.00
12/12/2022 7:22:57 AM	TRUL Withdrawal	(\$10.00)	TL1212		\$136.00
12/12/2022 6:51:57 AM	TRUL Withdrawal	(\$5.00)	TL1212		\$146.00
12/11/2022 7:07:14 PM	Pre-Release Transaction	\$0.00	33422345		
12/11/2022 7:07:14 PM	Money Gram	\$150.00	33422345		\$151.00
12/6/2022 3:06:06 PM	<u>Sales - Fingerprint</u>	(\$90.05)	84		\$1.00
12/6/2022 11:08:01 AM	Pre-Release Transaction	\$0.00	33322340		
12/6/2022 11:08:01 AM	Western Union	\$50.00	33322340		\$91.05
11/30/2022 10:22:55 AM	TRUL Withdrawal	(\$10.00)	TL1130		\$41.05
11/30/2022 9:40:01 AM	TRUL Withdrawal	(\$5.00)	TL1130		\$51.05
11/29/2022 2:57:14 PM	<u>Sales - Fingerprint</u>	(\$85.45)	67		\$56.05
11/29/2022 6:59:07 AM	TRUL Withdrawal	(\$10.00)	TL1129		\$141.50
11/28/2022 10:06:57 PM	Pre-Release Transaction	\$0.00	33422332		
11/28/2022 10:06:57 PM	Money Gram	\$150.00	33422332		\$151.50
11/23/2022 9:46:56 AM	TRUL Withdrawal	(\$2.00)	TL1123		\$1.50
11/23/2022 7:12:11 AM	TRUL Withdrawal	(\$5.00)	TL1123		\$3.50
11/22/2022 6:34:18 PM	<u>Sales - Fingerprint</u>	(\$81.75)	72		\$8.50
11/16/2022 3:15:56 PM	TRUL Withdrawal	(\$10.00)	TL1116		\$90.25
11/15/2022 10:44:26 AM	TRUL Withdrawal	(\$10.00)	TL1115		\$100.25
11/15/2022 6:56:56 AM	TRUL Withdrawal	(\$15.00)	TL1115		\$110.25
11/14/2022 10:07:33 PM	Pre-Release Transaction	\$0.00	33422318		
11/14/2022 10:07:33 PM	Money Gram	\$125.00	33422318		\$125.25
11/8/2022 6:22:13 PM	<u>Sales - Fingerprint</u>	(\$64.75)	113		\$0.25
11/6/2022 3:20:15 PM	TRUL Withdrawal	(\$5.00)	TL1106		\$65.00
11/4/2022 10:04:43 AM	TRUL Withdrawal	(\$5.00)	TL1104		\$70.00
11/3/2022 10:06:59 PM	Pre-Release Transaction	\$0.00	33422307		
11/3/2022 10:06:59 PM	Money Gram	\$75.00	33422307		\$75.00
11/1/2022 2:39:20 PM	<u>Sales - Fingerprint</u>	(\$60.00)	61		\$0.00
10/31/2022 1:51:42 PM	TRUL Withdrawal	(\$5.00)	TL1031		\$60.00
10/29/2022 1:24:30 PM	TRUL Withdrawal	(\$5.00)	TL1029		\$65.00
10/28/2022 6:52:47 AM	TRUL Withdrawal	(\$5.00)	TL1028		\$70.00
10/26/2022 8:06:44 PM	Pre-Release Transaction	\$0.00	33422298		
10/26/2022 8:06:44 PM	Money Gram	\$75.00	33422298		\$75.00
10/25/2022 7:54:06 PM	<u>Sales - Fingerprint</u>	(\$50.70)	98		\$0.00
10/24/2022 8:09:39 PM	Pre-Release Transaction	\$0.00	33322297		
10/24/2022 8:09:39 PM	Western Union	\$50.00	33322297		\$50.70
10/23/2022 1:03:58 PM	TRUL Withdrawal	(\$5.00)	TL1023		\$0.70
10/23/2022 12:37:50 PM	TRUL Withdrawal	(\$15.00)	TL1023		\$5.70
10/22/2022 8:40:24 AM	TRUL Withdrawal	(\$5.00)	TL1022		\$20.70
10/20/2022 2:21:44 PM	TRUL Withdrawal	(\$5.00)	TL1020		\$25.70
10/20/2022 10:53:19 AM	TRUL Withdrawal	(\$10.00)	TL1020		\$30.70
10/20/2022 6:42:02 AM	TRUL Withdrawal	(\$5.00)	TL1020		\$40.70
10/19/2022 10:06:45 PM	Pre-Release Transaction	\$0.00	33422292		
10/19/2022 10:06:45 PM	Money Gram	\$45.00	33422292		\$45.70
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10/11/2022 4:07:11 PM	Pre-Release Transaction	\$0.00	33422284		
10/11/2022 4:07:11 PM	Money Gram	\$50.00	33422284		\$51.55

1 2 3 4 5 6 7

All Transactions



Inmate Reg #: 49588044 Current Institution: Coleman FCC
 Inmate Name: HAMILTON, JAMES Housing Unit: COM-A-B
 Report Date: 08/18/2023 Living Quarters: A03-067L
 Report Time: 8:47:02 AM

<u>Date/Time</u>	<u>Transaction Type</u>	<u>Amount</u>	<u>Ref#</u>	<u>Payment#</u>	<u>Balance</u>
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2/13/2023 7:12:06 AM	Western Union	\$50.00	33323044		\$87.33
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2/10/2023 10:17:30 AM	Payroll - IPP	\$18.48	YIPP0123		\$37.33
2/10/2023 12:10:22 AM	Inmate Co-pay	(\$2.00)	YICD0223		\$18.85
2/10/2023 12:10:22 AM	Debt Encumbrance - Released	\$1.15	YICD0223 - 4406		
2/10/2023 12:10:22 AM	Debt Encumbrance - Released	\$0.85	YICD0223 - 4333		
2/9/2023 7:56:36 PM	TRUL Withdrawal	(\$5.00)	TL0209		\$20.85
2/9/2023 9:07:11 AM	Debt Encumbrance	(\$1.15)	YICD0223 - 4406		
2/9/2023 9:07:11 AM	Pre-Release Transaction	\$0.00	33323040		
2/9/2023 9:07:11 AM	Western Union	\$25.00	33323040		\$25.85
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2/6/2023 1:26:23 PM	<u>Sales - Fingerprint</u>	(\$3.60)	18		\$0.85
2/6/2023 1:26:14 PM	<u>Sales - Fingerprint</u>	\$1.50	17		\$4.45
2/6/2023 1:25:14 PM	<u>Sales - Fingerprint</u>	\$0.00	16		\$2.95
2/6/2023 1:24:09 PM	<u>Sales - Fingerprint</u>	(\$57.95)	15		\$2.95
2/5/2023 6:07:16 PM	Pre-Release Transaction	\$0.00	33423036		
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1/21/2023 7:08:21 AM	Western Union	\$50.00	33323021		\$50.40
1/17/2023 3:15:19 PM	<u>Sales - Fingerprint</u>	(\$57.65)	77		\$0.40
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1/10/2023 11:07:36 AM	Pre-Release Transaction	\$0.00	33323010		
1/10/2023 11:07:36 AM	Western Union	\$100.00	33323010		\$101.50
1/7/2023 8:13:18 PM	TRUL Withdrawal	(\$15.00)	TL0107		\$1.50
1/4/2023 2:14:21 PM	<u>Sales - Fingerprint</u>	(\$89.55)	39		\$16.50
1/1/2023 6:06:58 PM	Pre-Release Transaction	\$0.00	33423001		
1/1/2023 6:06:58 PM	Money Gram	\$30.00	33423001		\$106.05
12/30/2022 6:54:14 AM	TRUL Withdrawal	(\$10.00)	TL1230		\$76.05
12/30/2022 6:29:56 AM	TRUL Withdrawal	(\$15.00)	TL1230		\$86.05
12/29/2022 9:06:39 PM	Pre-Release Transaction	\$0.00	33422363		
12/29/2022 9:06:39 PM	Money Gram	\$100.00	33422363		\$101.05
12/20/2022 5:55:13 PM	TRUL Withdrawal	(\$2.00)	TL1220		\$1.05
12/20/2022 2:22:03 PM	TRUL Withdrawal	(\$5.00)	TL1220		\$3.05
12/20/2022 1:49:07 PM	<u>Sales - Fingerprint</u>	(\$102.00)	48		\$8.05
12/19/2022 10:07:39 PM	Pre-Release Transaction	\$0.00	33422353		
12/19/2022 10:07:39 PM	Money Gram	\$75.00	33422353		\$110.05

1 2 3 4 5 6 7

All Transactions

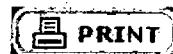


Inmate Reg #: 49588044 Current Institution: Coleman FCC
 Inmate Name: HAMILTON, JAMES Housing Unit: COM-A-B
 Report Date: 08/18/2023 Living Quarters: A03-067L
 Report Time: 8:46:56 AM

<u>Date/Time</u>	<u>Transaction Type</u>	<u>Amount</u>	<u>Ref#</u>	<u>Payment#</u>	<u>Balance</u>
3/22/2023 2:15:40 PM	Inmate Co-pay	(\$2.00)	YICP0323		\$16.89
3/20/2023 1:45:24 PM	<u>Sales - Fingerprint</u>	(\$102.20)	27		\$18.89
3/20/2023 8:56:57 AM	TRUL Withdrawal	(\$10.00)	TL0320		\$121.09
3/19/2023 1:17:18 PM	TRUL Withdrawal	(\$5.00)	TL0319		\$131.09
3/18/2023 7:18:59 PM	TRUL Withdrawal	(\$15.00)	TL0318		\$136.09
3/18/2023 7:06:45 PM	Pre-Release Transaction	\$0.00	33423077		
3/18/2023 7:06:45 PM	Money Gram	\$150.00	33423077		\$151.09
3/13/2023 3:01:05 PM	TRUL Withdrawal	(\$5.00)	TL0313		\$1.09
3/13/2023 12:49:32 PM	<u>Sales - Fingerprint</u>	(\$69.80)	10		\$6.09
3/12/2023 6:30:28 PM	TRUL Withdrawal	(\$2.00)	TL0312		\$75.89
3/11/2023 7:43:05 AM	TRUL Withdrawal	(\$2.00)	TL0311		\$77.89
3/10/2023 12:37:10 PM	Pre-Release Transaction	\$0.00	YFSA0223		
3/10/2023 12:37:10 PM	Payroll - FSA	\$30.00	YFSA0223		\$79.89
3/10/2023 12:36:59 PM	Pre-Release Transaction	\$0.00	YIPP0223		
3/10/2023 12:36:59 PM	Payroll - IPP	\$31.00	YIPP0223		\$49.89
3/8/2023 7:31:36 PM	TRUL Withdrawal	(\$5.00)	TL0308		\$18.89
3/7/2023 2:00:03 PM	TRUL Withdrawal	(\$10.00)	TL0307		\$23.89
3/6/2023 1:50:30 PM	TRUL Withdrawal	(\$5.00)	TL0306		\$33.89
3/6/2023 1:26:42 PM	<u>Sales - Fingerprint</u>	(\$4.99)	27		\$38.89
3/6/2023 1:21:24 PM	<u>Sales - Fingerprint</u>	(\$97.60)	24		\$43.88
3/6/2023 10:37:57 AM	TRUL Withdrawal	(\$10.00)	TL0306		\$141.48
3/5/2023 8:09:14 PM	Pre-Release Transaction	\$0.00	33323064		
3/5/2023 8:09:14 PM	Western Union	\$50.00	33323064		\$151.48
3/5/2023 6:07:10 PM	Pre-Release Transaction	\$0.00	33423064		
3/5/2023 6:07:10 PM	Money Gram	\$70.00	33423064		\$101.48
3/5/2023 5:27:24 PM	TRUL Withdrawal	(\$5.00)	TL0305		\$31.48
3/5/2023 7:38:48 AM	TRUL Withdrawal	(\$5.00)	TL0305		\$36.48
3/4/2023 9:22:08 AM	TRUL Withdrawal	(\$2.00)	TL0304		\$41.48
3/4/2023 8:51:46 AM	TRUL Withdrawal	(\$5.00)	TL0304		\$43.48
3/2/2023 2:20:56 PM	TRUL Withdrawal	(\$10.00)	TL0302		\$48.48
2/28/2023 7:27:28 AM	TRUL Withdrawal	(\$15.00)	TL0228		\$58.48
2/27/2023 3:07:06 PM	Pre-Release Transaction	\$0.00	33423058		
2/27/2023 3:07:06 PM	Money Gram	\$50.00	33423058		\$73.48
2/27/2023 2:11:44 PM	<u>Sales - Fingerprint</u>	(\$88.45)	21		\$23.48
2/27/2023 11:07:56 AM	TRUL Withdrawal	(\$15.00)	TL0227		\$111.93
2/27/2023 7:12:33 AM	Pre-Release Transaction	\$0.00	33323058		
2/27/2023 7:12:33 AM	Western Union	\$75.00	33323058		\$126.93
2/22/2023 12:40:40 PM	TRUL Withdrawal	(\$10.00)	TL0222		\$51.93
2/22/2023 11:20:39 AM	TRUL Withdrawal	(\$15.00)	TL0222		\$61.93
2/21/2023 3:00:42 PM	<u>Sales - Fingerprint</u>	(\$2.70)	84		\$76.93
2/21/2023 2:57:40 PM	<u>Sales - Fingerprint</u>	(\$94.55)	82		\$79.63
2/20/2023 7:40:48 PM	TRUL Withdrawal	(\$15.00)	TL0220		\$174.18
2/20/2023 3:21:34 PM	Pre-Release Transaction	\$0.00	33423051		
2/20/2023 3:21:34 PM	Money Gram	\$100.00	33423051		\$189.18
2/19/2023 12:32:11 PM	TRUL Withdrawal	(\$2.00)	TL0219		\$89.18
2/18/2023 8:29:34 AM	TRUL Withdrawal	(\$10.00)	TL0218		\$91.18
2/17/2023 7:29:15 AM	TRUL Withdrawal	(\$5.00)	TL0217		\$101.18
2/17/2023 6:45:38 AM	TRUL Withdrawal	(\$15.00)	TL0217		\$106.18
2/16/2023 10:06:46 PM	Pre-Release Transaction	\$0.00	33423047		
2/16/2023 10:06:46 PM	Money Gram	\$120.00	33423047		\$121.18

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All Transactions



Inmate Reg #: 49588044 Current Institution: Coleman FCC
 Inmate Name: HAMILTON, JAMES Housing Unit: COM-A-B
 Report Date: 08/18/2023 Living Quarters: A03-067L
 Report Time: 8:46:43 AM

<u>Date/Time</u>	<u>Transaction Type</u>	<u>Amount</u>	<u>Ref#</u>	<u>Payment#</u>	<u>Balance</u>
5/5/2023 8:10:17 PM	TRUL Withdrawal	(\$5.00)	TL0505		\$100.39
5/5/2023 3:08:05 PM	Pre-Release Transaction	\$0.00	33323125		
5/5/2023 3:08:05 PM	Western Union	\$43.00	33323125		\$105.39
5/5/2023 2:49:05 PM	TRUL Withdrawal	(\$15.00)	TL0505		\$62.39
5/5/2023 10:26:26 AM	Pre-Release Transaction	\$0.00	YIPP0423		
5/5/2023 10:26:26 AM	Payroll - IPP	\$31.00	YIPP0423		\$77.39
5/4/2023 5:32:49 PM	TRUL Withdrawal	(\$5.00)	TL0504		\$46.39
5/2/2023 7:31:58 AM	TRUL Withdrawal	(\$5.00)	TL0502		\$51.39
5/1/2023 2:54:01 PM	TRUL Withdrawal	(\$30.00)	TL0501		\$56.39
5/1/2023 2:11:12 PM	<u>Sales - Fingerprint</u>	(\$89.50)	47		\$86.39
5/1/2023 12:09:00 PM	Pre-Release Transaction	\$0.00	33323121		
5/1/2023 12:09:00 PM	Western Union	\$75.00	33323121		\$175.89
4/27/2023 9:07:18 PM	Pre-Release Transaction	\$0.00	33323117		
4/27/2023 9:07:18 PM	Western Union	\$100.00	33323117		\$100.89
4/25/2023 1:52:45 PM	<u>Sales - Fingerprint</u>	(\$84.55)	44		\$0.89
4/25/2023 7:07:58 AM	TRUL Withdrawal	(\$5.00)	TL0425		\$85.44
4/24/2023 7:24:58 AM	TRUL Withdrawal	(\$10.00)	TL0424		\$90.44
4/24/2023 7:07:48 AM	Pre-Release Transaction	\$0.00	33423114		
4/24/2023 7:07:48 AM	Money Gram	\$100.00	33423114		\$100.44
4/17/2023 3:08:51 PM	TRUL Withdrawal	(\$2.00)	TL0417		\$0.44
4/17/2023 1:56:05 PM	<u>Sales - Fingerprint</u>	(\$3.75)	77		\$2.44
4/17/2023 1:51:31 PM	<u>Sales - Fingerprint</u>	(\$65.80)	73		\$6.19
4/15/2023 7:21:51 PM	TRUL Withdrawal	(\$5.00)	TL0415		\$71.99
4/15/2023 7:06:48 PM	Pre-Release Transaction	\$0.00	33423105		
4/15/2023 7:06:48 PM	Money Gram	\$75.00	33423105		\$76.99
4/11/2023 7:21:25 PM	<u>Sales - Fingerprint</u>	(\$73.15)	96		\$1.99
4/10/2023 9:07:10 PM	Pre-Release Transaction	\$0.00	33423100		
4/10/2023 9:07:10 PM	Money Gram	\$50.00	33423100		\$75.14
4/10/2023 11:52:10 AM	TRUL Withdrawal	(\$5.00)	TL0410		\$25.14
4/7/2023 2:45:26 PM	TRUL Withdrawal	(\$2.00)	TL0407		\$30.14
4/7/2023 10:08:18 AM	Pre-Release Transaction	\$0.00	YIPP0323		
4/7/2023 10:08:18 AM	Payroll - IPP	\$31.00	YIPP0323		\$32.14
4/4/2023 12:50:51 PM	<u>Sales - Fingerprint</u>	(\$84.75)	6		\$1.14
4/4/2023 7:25:08 AM	TRUL Withdrawal	(\$5.00)	TL0404		\$85.89
4/3/2023 8:09:41 PM	Pre-Release Transaction	\$0.00	33323093		
4/3/2023 8:09:41 PM	Western Union	\$50.00	33323093		\$90.89
4/2/2023 7:48:44 AM	TRUL Withdrawal	(\$5.00)	TL0402		\$40.89
3/30/2023 9:20:45 PM	TRUL Withdrawal	(\$5.00)	TL0330		\$45.89
3/29/2023 3:15:44 PM	TRUL Withdrawal	(\$10.00)	TL0329		\$50.89
3/28/2023 8:31:57 PM	TRUL Withdrawal	(\$5.00)	TL0328		\$60.89
3/28/2023 2:46:54 PM	TRUL Withdrawal	(\$2.00)	TL0328		\$65.89
3/28/2023 1:59:02 PM	TRUL Withdrawal	(\$2.00)	TL0328		\$67.89
3/28/2023 12:10:08 AM	Inmate Co-pay	(\$2.00)	YICD0323		\$69.89
3/28/2023 12:10:08 AM	Debt Encumbrance - Released	\$0.11	YICD0323 - 5959		
3/28/2023 12:10:08 AM	Debt Encumbrance - Released	\$1.89	YICD0323 - 5926		
3/27/2023 6:07:31 PM	Debt Encumbrance	(\$0.11)	YICD0323 - 5959		
3/27/2023 6:07:31 PM	Pre-Release Transaction	\$0.00	33323086		
3/27/2023 6:07:31 PM	Western Union	\$70.00	33323086		\$71.89
3/26/2023 2:44:57 PM	Debt Encumbrance	(\$1.89)	YICD0323 - 5926		
3/25/2023 1:39:02 PM	TRUL Withdrawal	(\$15.00)	TL0325		\$1.89

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All Transactions

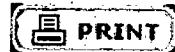


Inmate Reg #: 49588044 Current Institution: Coleman FCC
 Inmate Name: HAMILTON, JAMES Housing Unit: COM-A-B
 Report Date: 08/18/2023 Living Quarters: A03-067L
 Report Time: 8:46:37 AM

<u>Date/Time</u>	<u>Transaction Type</u>	<u>Amount</u>	<u>Ref#</u>	<u>Payment#</u>	<u>Balance</u>
6/24/2023 8:45:37 PM	Inmate Co-pay	(\$2.00)	YICP0623		\$22.44
6/24/2023 1:44:17 PM	TRUL Withdrawal	(\$10.00)	TL0624		\$24.44
6/24/2023 11:28:49 AM	Inmate Co-pay	(\$2.00)	YICP0623		\$34.44
6/24/2023 11:17:28 AM	TRUL Withdrawal	(\$5.00)	TL0624		\$36.44
6/24/2023 8:15:23 AM	TRUL Withdrawal	(\$10.00)	TL0624		\$41.44
6/23/2023 8:21:29 PM	TRUL Withdrawal	(\$10.00)	TL0623		\$51.44
6/23/2023 9:19:29 AM	TRUL Withdrawal	(\$5.00)	TL0623		\$61.44
6/21/2023 6:36:05 PM	TRUL Withdrawal	(\$5.00)	TL0621		\$66.44
6/20/2023 8:39:30 PM	TRUL Withdrawal	(\$10.00)	TL0620		\$71.44
6/17/2023 9:06:12 PM	TRUL Withdrawal	(\$10.00)	TL0617		\$81.44
6/16/2023 8:11:10 PM	TRUL Withdrawal	(\$10.00)	TL0616		\$91.44
6/16/2023 7:07:44 PM	Pre-Release Transaction	\$0.00	33323167		
6/16/2023 7:07:44 PM	Western Union	\$100.00	33323167		\$101.44
6/6/2023 1:49:47 PM	<u>Sales - Fingerprint</u>	(\$131.85)	44		\$1.44
6/5/2023 7:11:00 PM	TRUL Withdrawal	(\$10.00)	TL0605		\$133.29
6/5/2023 6:09:00 PM	Pre-Release Transaction	\$0.00	33323156		
6/5/2023 6:09:00 PM	Western Union	\$75.00	33323156		\$143.29
6/4/2023 4:08:15 PM	Pre-Release Transaction	\$0.00	33323155		
6/4/2023 4:08:15 PM	Western Union	\$60.00	33323155		\$68.29
6/1/2023 2:32:59 PM	<u>Sales - Fingerprint</u>	(\$96.95)	68		\$8.29
5/31/2023 2:48:44 PM	TRUL Withdrawal	(\$15.00)	TL0531		\$105.24
5/30/2023 5:55:51 PM	TRUL Withdrawal	(\$30.00)	TL0530		\$120.24
5/30/2023 4:58:02 PM	TRUL Withdrawal	(\$30.00)	TL0530		\$150.24
5/30/2023 1:11:22 PM	<u>Sales - Fingerprint</u>	(\$153.55)	15		\$180.24
5/25/2023 2:58:17 PM	TRUL Withdrawal	(\$10.00)	TL0525		\$333.79
5/25/2023 10:18:53 AM	TRUL Withdrawal	(\$10.00)	TL0525		\$343.79
5/24/2023 8:02:10 PM	TRUL Withdrawal	(\$15.00)	TL0524		\$353.79
5/24/2023 7:03:49 PM	TRUL Withdrawal	(\$10.00)	TL0524		\$368.79
5/23/2023 12:02:14 PM	TRUL Withdrawal	(\$5.00)	TL0523		\$378.79
5/23/2023 11:06:49 AM	TRUL Withdrawal	(\$15.00)	TL0523		\$383.79
5/22/2023 1:16:48 PM	<u>Sales - Fingerprint</u>	(\$101.45)	20		\$398.79
5/22/2023 10:05:59 AM	TRUL Withdrawal	(\$5.00)	TL0522		\$500.24
5/21/2023 7:21:39 PM	TRUL Withdrawal	(\$30.00)	TL0521		\$505.24
5/21/2023 5:54:11 PM	BP 199 Request - Released	\$150.00	7419		
5/21/2023 5:26:32 PM	TRUL Withdrawal	(\$5.00)	TL0521		\$535.24
5/19/2023 7:21:01 PM	TRUL Withdrawal	(\$5.00)	TL0519		\$540.24
5/17/2023 10:52:30 AM	TRUL Withdrawal	(\$5.00)	TL0517		\$545.24
5/16/2023 2:16:38 PM	TRUL Withdrawal	(\$5.00)	TL0516		\$550.24
5/16/2023 10:21:23 AM	Inmate Co-pay	(\$2.00)	YICP0523		\$555.24
5/15/2023 1:17:38 PM	<u>Sales - Fingerprint</u>	(\$101.90)	16		\$557.24
5/13/2023 9:02:00 AM	TRUL Withdrawal	(\$30.00)	TL0513		\$659.14
5/12/2023 2:36:43 PM	BP 199 Request	(\$150.00)	7419		
5/10/2023 8:55:07 PM	TRUL Withdrawal	(\$5.00)	TL0510		\$689.14
5/9/2023 7:05:38 AM	TRUL Withdrawal	(\$5.00)	TL0509		\$694.14
5/8/2023 2:46:05 PM	TRUL Withdrawal	(\$10.00)	TL0508		\$699.14
5/8/2023 12:56:50 PM	<u>Sales - Fingerprint</u>	(\$101.25)	7		\$709.14
5/7/2023 6:38:24 PM	TRUL Withdrawal	(\$30.00)	TL0507		\$810.39
5/7/2023 3:06:56 PM	Pre-Release Transaction	\$0.00	33423127		
5/7/2023 3:06:56 PM	Money Gram	\$750.00	33423127		\$840.39
5/6/2023 8:24:42 AM	TRUL Withdrawal	(\$10.00)	TL0506		\$90.39

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All Transactions



Inmate Reg #: 49588044 Current Institution: Coleman FCC
 Inmate Name: HAMILTON, JAMES Housing Unit: COM-A-B
 Report Date: 08/18/2023 Living Quarters: A03-067L
 Report Time: 8:46:26 AM

Date/Time	Transaction Type	Amount	Ref#	Payment#	Balance
8/17/2023 8:19:32 PM	TRUL Withdrawal	(\$5.00)	TL0817		\$147.69
8/14/2023 2:34:28 PM	TRUL Withdrawal	(\$5.00)	TL0814		\$152.69
8/14/2023 7:12:30 AM	Pre-Release Transaction	\$0.00	33323226		
8/14/2023 7:12:30 AM	Western Union	\$90.00	33323226		\$157.69
8/14/2023 7:12:28 AM	Pre-Release Transaction	\$0.00	33323226		
8/14/2023 7:12:28 AM	Western Union	\$65.00	33323226		\$67.69
8/13/2023 8:55:44 PM	TRUL Withdrawal	(\$5.00)	TL0813		\$2.69
8/12/2023 3:22:59 PM	TRUL Withdrawal	(\$5.00)	TL0812		\$7.69
8/8/2023 2:29:43 PM	TRUL Withdrawal	(\$5.00)	TL0808		\$12.69
8/8/2023 1:46:56 PM	Sales - Fingerprint	(\$73.15)	6		\$17.69
8/4/2023 1:16:32 PM	TRUL Withdrawal	(\$5.00)	TL0804		\$90.84
8/3/2023 2:56:45 PM	TRUL Withdrawal	(\$5.00)	TL0803		\$95.84
8/3/2023 1:46:41 PM	TRUL Withdrawal	(\$10.00)	TL0803		\$100.84
7/25/2023 12:07:54 PM	Pre-Release Transaction	\$0.00	33323206		
7/25/2023 12:07:54 PM	Western Union	\$100.00	33323206		\$110.84
7/24/2023 7:35:35 PM	TRUL Withdrawal	(\$5.00)	TL0724		\$10.84
7/21/2023 8:41:59 PM	TRUL Withdrawal	(\$5.00)	TL0721		\$15.84
7/21/2023 7:25:11 AM	TRUL Withdrawal	(\$5.00)	TL0721		\$20.84
7/19/2023 1:21:37 PM	Inmate Co-pay	\$2.00	YICP0623-V		\$25.84
7/19/2023 1:00:07 PM	Sales - Fingerprint	(\$136.35)	4		\$23.84
7/17/2023 8:44:16 PM	TRUL Withdrawal	(\$15.00)	TL0717		\$160.19
7/17/2023 10:38:45 AM	TRUL Withdrawal	(\$15.00)	TL0717		\$175.19
7/17/2023 9:07:22 AM	Pre-Release Transaction	\$0.00	33323198		
7/17/2023 9:07:22 AM	Western Union	\$75.00	33323198		\$190.19
7/17/2023 7:13:06 AM	Pre-Release Transaction	\$0.00	33323198		
7/17/2023 7:13:06 AM	Western Union	\$65.00	33323198		\$115.19
7/16/2023 6:09:17 PM	TRUL Withdrawal	(\$5.00)	TL0716		\$50.19
7/14/2023 9:04:16 PM	TRUL Withdrawal	(\$5.00)	TL0714		\$55.19
7/14/2023 9:40:14 AM	TRUL Withdrawal	(\$5.00)	TL0714		\$60.19
7/14/2023 7:09:03 AM	Pre-Release Transaction	\$0.00	33323195		
7/14/2023 7:09:03 AM	Western Union	\$65.00	33323195		\$65.19
7/12/2023 1:05:09 PM	Sales - Fingerprint	(\$103.15)	2		\$0.19
7/11/2023 6:33:19 PM	TRUL Withdrawal	(\$5.00)	TL0711		\$103.34
7/9/2023 7:38:44 PM	TRUL Withdrawal	(\$5.00)	TL0709		\$108.34
7/9/2023 7:08:03 PM	Pre-Release Transaction	\$0.00	33323190		
7/9/2023 7:08:03 PM	Western Union	\$100.00	33323190		\$113.34
7/9/2023 3:04:14 PM	TRUL Withdrawal	(\$5.00)	TL0709		\$13.34
7/9/2023 12:10:06 AM	Inmate Co-pay	(\$2.00)	YICD0723		\$18.34
7/9/2023 12:10:06 AM	Debt Encumbrance - Released	\$1.66	YICD0723 - 9117		
7/9/2023 12:10:06 AM	Debt Encumbrance - Released	\$0.34	YICD0723 - 9058		
7/8/2023 6:36:31 PM	TRUL Withdrawal	(\$10.00)	TL0708		\$20.34
7/8/2023 5:07:18 PM	Debt Encumbrance	(\$1.66)	YICD0723 - 9117		
7/8/2023 5:07:18 PM	Pre-Release Transaction	\$0.00	33323189		
7/8/2023 5:07:18 PM	Western Union	\$30.00	33323189		\$30.34
7/7/2023 10:20:40 AM	Debt Encumbrance	(\$0.34)	YICD0723 - 9058		
7/3/2023 6:20:24 PM	Sales - Fingerprint	(\$92.10)	1		\$0.34
7/1/2023 7:01:19 PM	TRUL Withdrawal	(\$10.00)	TL0701		\$92.44
6/26/2023 7:57:21 PM	TRUL Withdrawal	(\$10.00)	TL0626		\$102.44
6/24/2023 9:20:04 PM	Pre-Release Transaction	\$0.00	33323175		
6/24/2023 9:20:04 PM	Western Union	\$90.00	33323175		\$112.44

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