No. 24-1073

In the Supreme Court of the United States

GHISLAINE MAXWELL, PETITIONER

v.

UNITED STATES OF AMERICA

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

BRIEF FOR THE UNITED STATES IN OPPOSITION

D. JOHN SAUER
Solicitor General
Counsel of Record
MATTHEW R. GALEOTTI
Acting Assistant Attorney General
ETHAN A. SACHS
Attorney
Department of Justice
Washington, D.C. 20530-0001
SupremeCtBriefs@usdoj.gov
(202) 514-2217

QUESTION PRESENTED

Whether petitioner's prosecution for sex trafficking of a minor, in violation of 18 U.S.C. 1591(a) and (b)(2), by the U.S. Attorney for the Southern District of New York was prohibited by a nonprosecution agreement between the U.S. Attorney for the Southern District of Florida and petitioner's coconspirator.

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OPINIONS BELOW

The opinion of the court of appeals (Pet. App. 1a-23a) is reported at 118 F.4th 256. The order of the district court (Pet. App. 52a-91a) is reported at 534 F. Supp. 3d 299.

JURISDICTION

The judgment of the court of appeals was entered on September 17, 2024. A petition for rehearing was denied on November 25, 2024 (Pet. App. 92a). On January 21, 2025, Justice Sotomayor extended the time within which to file a petition for a writ of certiorari to and including April 10, 2025, 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 Southern District of New York, petitioner was convicted on one count of conspiring to transport minors with intent to engage in criminal sexual activity, in violation of 18 U.S.C. 371; one count of transporting a minor with intent to engage in criminal sexual activity, in violation of 18 U.S.C. 2423(a); and one count of sex trafficking of a minor, in violation of 18 U.S.C. 1591(a) and (b)(2). Pet. App. 3a, 39a-40a. The district court sentenced petitioner to 240 months of imprisonment, to be followed by five years of supervised release. *Id.* at 41a-42a. The court of appeals affirmed. *Id.* at 1a-23a.

1. From about 1994 to 2004, petitioner "coordinated, facilitated, and contributed to" the multimillionaire financier Jeffrey Epstein's sexual abuse of numerous young women and underage girls. Pet. App. 4a. The abuse followed a pattern. Petitioner and Epstein would identify vulnerable girls living under difficult circumstances; isolate them from their friends and families, gaining their trust by giving them gifts and pretending to be their friends; normalize the discussion of sexual topics and sexual touching with the girls; and then "transition[] to sexual abuse, often through the pretext of [a girl] giving Epstein a massage." Gov't C.A. Br. 5; see Pet. App. 4a, 94a. Petitioner and Epstein paid victims large amounts of cash to provide Epstein with sexualized massages, and after a victim had begun giving massages, they would offer her additional money to recruit other girls. Gov't C.A. Br. 5-6.

Petitioner and Epstein carried on those activities at, among other locations, Epstein's residences in Palm Beach, Florida, and New York City. See Gov't C.A. Br.

4-12. In 2005, the parents of a 14-year-old girl complained to the Palm Beach police after learning that Epstein had paid their daughter for a massage. Pet. App. 94a. The following year, a state grand jury indicted Epstein for soliciting prostitution. *Ibid.* But because the local police "were dissatisfied with the State Attorney's handling of the case and believed that the state grand jury's charge did not address the totality of Epstein's conduct, they referred the matter to the Federal Bureau of Investigation (FBI) in West Palm Beach." *Ibid.*

The U.S. Attorney's Office for the Southern District of Florida (Florida USAO) worked with the FBI "to develop a federal case against Epstein." Pet. App. 94a. "[I]n the course of the investigation, they discovered additional victims." *Ibid.* An Assistant U.S. Attorney drafted a 60-count indictment against Epstein and a "lengthy memorandum summarizing the evidence" against him. *Id.* at 94a-95a. In 2007, however, the Florida USAO entered into a written nonprosecution agreement (NPA) with Epstein. *Id.* at 5a, 24a-38a.

The NPA began by describing the state and federal investigations into Epstein's conduct and the potential federal charges that the investigation by the Florida USAO and FBI supported. Pet. App. 24a-25a. The agreement noted that Epstein sought "to resolve globally his state and federal criminal liability." *Id.* at 25a. It then provided:

> [O]n the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for [the federal] offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

Id. at 26a.

The NPA further specified that, if Epstein timely fulfilled all the terms and conditions of the agreement, no prosecution against him would "be instituted in this District." Pet. App. 26a. The NPA then listed 13 terms, which principally required Epstein to plead guilty to two state offenses—soliciting prostitution and soliciting minors to engage in prostitution—and agree to a sentence of 18 months of imprisonment. *Id.* at 27a-30a. A later provision stated that if Epstein "successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal char[g]es against any potential co-conspirators of Epstein, including but not limited to" four of Epstein's assistants (none of whom was petitioner). *Id.* at 31a; see *id.* at 123a-124a; C.A. App. 178.

Such a coconspirators clause was "'highly unusual,'" Pet. App. 125a, and "appears to have been added 'with little discussion or consideration by the prosecutors,'" *id.* at 55a (citation omitted). During a later investigation into the Florida USAO's handling of the Epstein matter, the Assistant U.S. Attorney who handled the case told the Department of Justice (DOJ) Office of Professional Responsibility that she "did not consider the possibility that Epstein might be trying to protect" anyone other than the four named assistants. *Id.* at 110a; see *id.* at 125a-126a. And other USAO attorneys suggested that the coconspirators clause was "meant to protect named co-conspirators who were also victims" of Epstein. *Id.* at 125a.

The coconspirators clause is not the only clause that refers to "the United States"; instead, the NPA refers variously to the "the United States Attorney," "the United States Attorney's Office," and "the United

States." Pet. App. 24a-38a. For example, the NPA provides for "the United States Attorney" to send notice to Epstein if he "should determine, based on reliable evidence," that Epstein has violated the agreement, and specifies that the notice should be "provided * * * within 60 days of the United States learning of facts which may provide a basis for a determination of a breach." *Id.* at 26a.

DOJ policy provided at that time—and similarly provides today—that "[n]o district or division shall make any agreement, including any agreement not to prosecute, which purports to bind any other district(s) or division without the express written approval of the United States Attorney(s) in each affected district and/or the Assistant Attorney General of the Criminal Division." Pet. App. 10a (citation omitted); see *Justice Manual* § 9-27.641 (Feb. 2018) (current version). The NPA in Epstein's case was signed by Epstein, his counsel, and—under U.S. Attorney Acosta's name—the aforementioned Assistant U.S. Attorney. Pet. App. 36a-38a.

In accordance with the NPA, Epstein pleaded guilty to two offenses in Florida state court in 2008. Pet. App. 96a. He was incarcerated for about a year in a minimum-security state facility. *Id.* at 96a-98a. But in 2019, the USAO for the Southern District of New York (New York USAO) obtained an indictment charging Epstein with sex trafficking minors. *Id.* at 100a.

2. In 2020, a grand jury in the Southern District of New York returned an indictment charging petitioner with several offenses arising out of her scheme with Epstein. Pet. App. 52a. A second superseding and ultimately operative indictment charged petitioner with six offenses related to facilitating sexual activity by minors and two counts of perjury. C.A. App. 114-135.

Petitioner moved to dismiss the indictment, arguing that the coconspirators clause of Epstein's NPA, see p. 4, *supra*, barred her prosecution because she was charged as Epstein's coconspirator. Pet. App. 55a. The district court denied the motion, finding that the NPA bound only the Florida USAO. *Id.* at 56a-58a. The court further found that most of the charged offenses would have fallen outside the scope of the NPA even if it had applied to the New York USAO. See *id.* at 59a-60a.[1]

Petitioner was tried on the nonperjury counts in 2021, Gov't C.A. Br. 2, and the jury found her guilty on five counts, Pet. App. 39a. The district court entered judgment on three of those counts, dismissed two on multiplicity grounds, and sentenced petitioner to 240 months of imprisonment. *Id.* at 39a-41a.

3. The court of appeals affirmed. Pet. App. 1a-23a. It rejected, among other claims, petitioner's contention that Epstein's NPA barred her prosecution. *Id.* at 8a-12a. The court cited circuit precedent for the proposition that a "plea agreement binds only the office of the United States Attorney for the district in which the plea is entered unless it affirmatively appears that the agreement contemplates a broader restriction." *Id.* at 8a (quoting *United States* v. *Annabi*, 771 F.2d 670, 672 (2d Cir. 1985) (per curiam)). And here, the court found, "[n]o-thing in the text of the NPA or its negotiation history suggests that the NPA precluded USAO-SDNY from prosecuting Maxwell" for the charged offenses. *Id.* at 12a.

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[1] The district court did not address whether the two counts that were added between the first and second superseding indictments would have fallen within the scope of the NPA. See D. Ct. Doc. 317, at 2-5 (Aug. 13, 2021).

The court of appeals observed that "[t]he only language in the NPA that speaks to the agreement's scope is limiting language" referring specifically to the Southern District of Florida. Pet. App. 10a; see *id.* at 9a-10a & n.13 (quoting language in the NPA protecting Epstein from charges "*in this District*"). The court also found no indication that either the Southern District of New York or the Criminal Division had reviewed and approved the NPA, as DOJ policy would have required if the NPA applied to other districts. See *id.* at 10a. And the court recognized that, from the inception of the office in the Judiciary Act of 1789, ch. 20, § 35, 1 Stat. 92-93, a U.S. Attorney's authority had always been "cabined to their specific district unless otherwise directed." Pet. App. 12a; see *id.* at 11a-12a & n.18.

ARGUMENT

Petitioner renews her contention (Pet. 12-18) that Epstein's nonprosecution agreement with the U.S. Attorney for the Southern District of Florida barred petitioner's prosecution by the U.S. Attorney for the Southern District of New York. That contention is incorrect, and petitioner does not show that it would succeed in any court of appeals. This case would also be an unsuitable vehicle for addressing the matters raised in the petition for a writ of certiorari. This Court has previously denied certiorari in a case raising a similar claim. See *Prisco* v. *United States*, 562 U.S. 1290 (2011) (No. 10-7895). It should follow the same course here.

1. The court of appeals correctly held that Epstein's NPA did not bar petitioner's prosecution. Pet. App. 8a-12a.

a. Petitioner asserts (Pet. 1) that prosecution for one of her three counts of conviction was barred by a provision of Epstein's NPA stating, in relevant part, that "the

United States also agrees that it will not institute criminal char[g]es against any potential co-conspirators of Epstein, including but not limited to" four of Epstein's assistants. Pet. App. 31a; see Pet. 3-4. But "[n]onprosecution agreements, like plea bargains, are contractual in nature, and are therefore interpreted in accordance with general principles of contract law." *United States* v. *Castaneda*, 162 F.3d 832, 835 (5th Cir. 1998); cf. *Santobello* v. *New York*, 404 U.S. 257, 262 (1971). And like other contracts, the NPA "must be read as a whole" and in proper context. *United States* v. *Moreno-Membache*, 995 F.3d 249, 256 (D.C. Cir. 2021).

While "the United States" could conceivably refer to the entire federal government, as petitioner urges, the entirety and context of the NPA here make clear that the term is used—as it often is—as one alternative way to refer to the USAO executing the agreement. See Pet. App. 56a (noting that "the United States" is "common shorthand" for the USAO); *United States* v. *Trevino*, 556 F.2d 1265, 1271 (5th Cir. 1977) (interpreting "the United States" in a statute to mean "the prosecutorial division of the government") (emphasis omitted); cf. *United States* v. *Rourke*, 74 F.3d 802, 807 (7th Cir.) ("within the criminal justice system throughout the country, the term 'the government' is widely used and understood to refer to the 'prosecution,' or 'the United States Attorney'"), cert. denied, 517 U.S. 1215 (1996). Among other things, the NPA invoked "the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida," and listed only officials of that USAO in the signature block, Pet. App. 26a; see *id.* at 33a-34a, 36a-38a—showing that the agreement was with the USAO, not the entire DOJ.

While petitioner emphasizes (Pet. 18) the paragraph stating that Epstein sought "to resolve globally his state and federal criminal liability," Pet. App. 25a, even as to "his" federal liability specifically, the agreement by its terms protected him from federal prosecution only "in this District," *id.* at 26a; see *id.* at 9a (court of appeals observing that "where the NPA is not silent, the agreement's scope is *expressly limited* to the Southern District of Florida"). The NPA's coconspirators clause, which "also agrees" to forgo certain prosecution of coconspirators, cannot reasonably be construed as reflecting some "global[]" scope broader than the Florida-based state and federal charges that Epstein resolved for himself. It would be extremely strange if the NPA left Epstein himself open to federal prosecution in another district—as eventually occurred, see p. 5, *supra*—while protecting his coconspirators from prosecution anywhere.

Contrary to petitioner's claim, such an implausible reading cannot be inferred simply because the coconspirators clause is one of the places where "the United States" is used instead of "the United States Attorney" or "the United States Attorney's Office." As noted above, the NPA variously referred to the U.S. Attorney, the USAO, and the United States, and at least some of those uses of "the United States" plainly referred specifically to the USAO. See, *e.g.*, Pet. App. 26a (using terms interchangeably in paragraph on notice); *id.* at 30a (noting that Epstein had "agree[d]" "[a]t the United States' request" to provide certain information); cf. *Kirtsaeng* v. *John Wiley & Sons, Inc.*, 568 U.S. 519, 540 (2013) ("different words used in different parts of the same statute [can] mean roughly the same thing"). The term

did not take on some unique broader meaning in the coconspirators' clause. Cf. Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 170-173 (2012) (presumption of consistent usage).

Moreover, even if the meaning of the coconspirators clause were not clear in context, extrinsic evidence would resolve the ambiguity against petitioner. See *United States* v. *Gebbie*, 294 F.3d 540, 551 (3d Cir. 2002). At the time the NPA was negotiated, DOJ policy barred USAOs from entering into NPAs that bound other districts unless they obtained the approval of those districts or the Criminal Division. Pet. App. 10a. That policy reflects the longstanding general rule that a U.S. Attorney's area of responsibility is limited to "his district." 28 U.S.C. 547; see Pet. App. 11a-12a. While petitioner suggests (Pet. 18) that USAOs are instructed to be explicit on that point, they are also instructed to consult with other DOJ components if they intend to altogether foreclose any prosecution by other USAOs. See *Justice Manual* § 9-27.630. And there is no indication here that anyone involved in negotiating Epstein's NPA obtained the necessary approval for binding other USAOs or thought it was necessary. Pet. App. 10a.

b. Petitioner's contrary arguments (Pet. 12-18) lack merit. She invokes general principles that prosecutors should be held to the promises they make, see Pet. 13-14 (discussing *Santobello*, *supra*, and *Giglio* v. *United States*, 405 U.S. 150 (1972)), and that "ambiguities in a plea agreement are to be resolved against the government," Pet. 16. But those arguments merely beg the questions of what promises the NPA did make and whether the NPA is ambiguous. As explained above, the NPA's coconspirators clause, read in context, is not

reasonably susceptible to petitioner's broad interpretation.

Petitioner also invokes (Pet. 16-17) the interpretive principle *expressio unius est exclusio alterius*, in arguing that the NPA's "use of narrowing terms as to Epstein's protections" from prosecution indicates that the coconspirators clause, which does not contain those terms, was intended to apply to all districts. But the *expressio unius* canon "grows weaker with each difference in the formulation of the provisions under inspection." *City of Columbus* v. *Ours Garage & Wrecker Serv., Inc.*, 536 U.S. 424, 436 (2002); see *Chevron U.S.A. Inc.* v. *Echazabal*, 536 U.S. 73, 81 (2002) ("The canon depends on identifying a series of two or more terms or things that should be understood to go hand in hand, which is abridged in circumstances supporting a sensible inference that the term left out must have been meant to be excluded."). And the canon therefore does little work in this case.

The relevant portions of the NPA do not have any sort of parallelism in their wording or structure that would suggest the necessity for identical terminology on this particular point. Compare, *e.g.*, Pet. App. 26a ("prosecution [of Epstein] in this District for these offenses shall be deferred in favor of prosecution by the State of Florida"), with *id.* at 31a ("the United States also agrees that it will not institute any criminal char[g]es against any potential co-conspirators of Epstein"). Indeed, as noted above, the phrasing of the coconspirators clause—in which "the United States *also* agrees" to forgo certain prosecution of coconspirators, *id.* at 31a (emphasis added)—plainly uses "the United States" in reference to the entity otherwise making the agreement

(the USAO) and the corresponding geographic limitations of that agreement, as reflected in its promises regarding the prosecution of Epstein himself.

Petitioner's remaining arguments are likewise misplaced. Her effort (Pet. 15-16) to link the coconspirators clause with other NPA provisions addressing potential civil suits under 18 U.S.C. 2255 (2006) is self-defeating, since the latter provisions reinforce the NPA's limitation to the Southern District of Florida. See Pet. App. 28a (providing that "Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida" in such suits). Similarly unavailing is petitioner's emphasis (Pet. 17) on language in one draft of the NPA that would have expressly limited the coconspirators' protection to the Southern District of Florida. See Pet. App. 117a. There is no indication that anyone involved in drafting the NPA understood the different versions of the coconspirators clause to have different geographic scopes. See *id.* at 122a-123a; see also *id.* at 125a n.125 (former First Assistant U.S. Attorney telling DOJ investigators that "the NPA was not a 'global resolution' and other co-conspirators could have been prosecuted 'by any other U.S. Attorney's office in the country'") (brackets omitted). As the district court explained, an NPA "need not painstakingly spell out 'the Office of the United States Attorney for Such-and-Such District' in every instance to make clear that it applies only in the district where signed." *Id.* at 56a-57a.

At all events, the case-specific interpretation of a particular NPA is not a matter that warrants this Court's review. See Sup. Ct. R. 10. And that is especially true where "district court and court of appeals are in agreement as to what conclusion the record requires."

Kyles v. *Whitley*, 514 U.S. 419, 456-457 (1995) (Scalia, J., dissenting) (citing *Graver Tank & Mfg. Co.* v. *Linde Air Prods. Co.*, 336 U.S. 271, 275 (1949)).

2. Petitioner nevertheless urges (Pet. 7-12) the Court to grant a writ of certiorari in this case to resolve asserted disagreement in the courts of appeals over how broadly references to "the United States" or "the government" in a plea agreement should be read. That contention is likewise misplaced.

The Second and Seventh Circuits have stated that a promise regarding a defendant's prosecution on behalf of "the government" or "the United States" by default "binds only the office of the United States Attorney for the district in which the plea is entered unless it affirmatively appears that the agreement contemplates a broader restriction." *United States* v. *Annabi*, 771 F.2d 670, 672 (2d Cir. 1985) (per curiam); see *Rourke*, 74 F.3d at 807 & n.5 (7th Cir.). And in the Third, Fourth, and Eighth Circuits, "when a United States Attorney * * * contracts on behalf of 'the United States' or 'the Government' in a plea agreement for specific crimes, that attorney speaks for and binds all his or her fellow United States Attorneys * * * absent express contractual limitations or disavowals to the contrary." *Gebbie*, 294 F.3d at 550 (3d Cir.); see *United States* v. *Carter*, 454 F.2d 426, 428 (4th Cir. 1972) (en banc), cert. denied, 417 U.S. 933 (1974); *United States* v. *Van Thournout*, 100 F.3d 590, 594 (8th Cir. 1996).[2]

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[2] Petitioner appears to acknowledge (Pet. 10-11) that the Ninth Circuit has not expressly addressed the matter at issue here. In *Thomas* v. *Immigration & Naturalization Service*, 35 F.3d 1332 (1994), a cooperation agreement "plainly and unambiguously * * * bound the INS," *id.* at 1337, so no need existed to address a more

Any disparity, however, is of limited importance because the scope of a plea or similar agreement is under the control of the parties to the agreement. See *Gebbie*, 294 F.3d at 550 n.4. Accordingly, as the court of appeals cases cited in the petition for a writ of certiorari indicate, cases in which a default inference proves to be dispositive are unlikely to arise frequently. Indeed, several of the cited cases did not themselves require application of any default rule because the scope of the relevant agreement was clear. See, *e.g.*, *Margalli-Olvera* v. *Immigration & Naturalization Serv.*, 43 F.3d 345, 352 (8th Cir. 1994); see also *Rourke*, 74 F.3d at 807. And for the reasons discussed above, this is not itself a case that turns on any default rule.

Even assuming that "the United States" were presumptively a reference to the entire federal government, the scope of the NPA's coconspirators clause would nonetheless be clear. See Pet. App. 12a (court of appeals finding "[n]othing in the text of the NPA or its negotiation history" to support petitioner's claim); *id.* at 57a (district court describing petitioner's reading as "not plausible—let alone 'affirmatively apparent'") (quoting *Annabi*, 771 F.2d at 672); pp. 8-12, *supra*. This Court does not grant certiorari to "decide abstract questions of law * * * which, if decided either way, affect no right" of the parties. *Supervisors* v. *Stanley*, 105 U.S. 305, 311 (1882). And it has declined to do so in the face of a claim similar to petitioner's. See *Prisco*, 562 U.S. at 1290; Br. in Opp. at 6, *Prisco*, *supra* (No. 10-7895) (explaining that "when read in context, the prosecutor's

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general methodological question. The same was true in *United States* v. *Johnston*, 199 F.3d 1015 (9th Cir. 1999), cert. denied, 530 U.S. 1207 (2000), where a plea agreement explicitly bound only the USAO. See *id.* at 1021.

reference to 'the government' [at a plea hearing] clearly referred to only the United States Attorney for the District of New Jersey").

3. Indeed, this case would be an unsuitable candidate for further review for additional reasons as well. First, unlike the defendants in the cases cited in the petition for certiorari, petitioner was not a party to the relevant agreement; only Epstein and the Florida USAO were parties to the NPA. Even assuming that a third party could assert rights under such an agreement with the government, but see *United States* v. *Lopez*, 944 F.2d 33, 37 (1st Cir. 1991) (noting the absence of "authority to that effect"), petitioner could do so here only if "the original parties intended the contract to directly benefit [her] as [a] third part[y]," *United States* v. *Andreas*, 216 F.3d 645, 663 (7th Cir.), cert. denied, 531 U.S. 1014 (2000); see *Astra USA, Inc.* v. *Santa Clara County*, 563 U.S. 110, 117 (2011). But there is no evidence that the parties to the NPA intended for the coconspirators clause to benefit petitioner. See p. 4, *supra*. The government was not even aware of petitioner's role in Epstein's scheme at that time. See Pet. App. 125a-126a.

Second, even if the Florida USAO had purported to bind all other USAOs in the NPA, it would have lacked authority to do so. See *General Int. Ins. Co.* v. *Ruggles*, 25 U.S. (12 Wheat.) 408, 413 (1827) ("It is a general rule applicable to agencies of every description, that the agent cannot bind his principal, except in matters coming within the scope of his authority."). Under DOJ policy at the time the Epstein NPA was entered, a USAO could bind other districts in an NPA only if it obtained the approval of those districts or the Criminal Division. Pet. App. 10a. The USAO here did not do so. *Ibid.* And

petitioner cannot make up for the absence of actual authority by invoking principles of estoppel or apparent authority against the government. See *Federal Crop Ins. Corp.* v. *Merrill*, 332 U.S. 380, 384 (1947). That is particularly true where she is, at most, an incidental third-party beneficiary of the agreement.

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted.

D. JOHN SAUER
Solicitor General
MATTHEW R. GALEOTTI
Acting Assistant Attorney General
ETHAN A. SACHS
Attorney

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