STATE OF WISCONSIN

COURT OF APPEALS

DISTRICT IV

Case No. 2021AP001792-CR

STATE OF WISCONSIN,

Plaintiff-Respondent,

v.

JAMIE LEE WEIGEL,

Defendant-Appellant.

Appeal from an Order and Judgment of Conviction
Entered in Lafayette County Circuit Court, the
Honorable Duane M. Jorgenson, Presiding

BRIEF OF DEFENDANT-APPELLANT

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ISSUE PRESENTED

> As part of the plea agreement in this case, the state agreed to cap its sentencing recommendation at 20 years of imprisonment. Was trial counsel ineffective for failing to object on the basis of a breach of the plea agreement when the state agreed with a 25-year recommendation?

The circuit court concluded that counsel was not ineffective because there was no plea agreement.

POSITION ON ORAL ARGUMENT AND PUBLICATION

Ms. Weigel does not request publication because this case involves the application of established case law. Ms. Weigel anticipates the briefs will fully address the issues; however, she welcomes oral argument if the court would find it helpful.

STATEMENT OF THE CASE AND FACTS

On March 23, 2019, Ms. Weigel and her partner took their child to the doctor because of medical concerns. (1:2). The doctor suspected child abuse or neglect and called police. (1:2). An investigation showed that Ms. Weigel suffered from depression and anxiety and struggled to properly care for her two children. (1:3, 7, 8, 10). Ms. Weigel was subsequently charged with two counts of physical abuse of a child (party to a crime), in violation of Wis. Stat. § 948.03(2);

and two counts of chronic neglect of a child (party to a crime), in violation of Wis. Stat. § 948.215(1).[1] Ms. Weigel's partner was also charged.

On September 5, 2019, the state emailed Ms. Weigel's trial attorney a plea offer. The email read, "If she is willing to enter a plea in the next 30 days to Ct. 1 & 3, I'd cap my recommendation at a 20 year sentence, including initial incarceration and extended supervision. If she won't enter a plea, I'd like to set it for trial on the 17th and I will not be offering any plea agreement of any kind and will not dismiss any of the charges." (91:1; App. 45).

On September 18, 2019, the court held a status conference. Trial counsel indicated that Ms. Weigel wanted to change her pleas and requested a plea hearing date. (73:2). The court scheduled a plea hearing on October 10, 2019. (73:3).

In accordance with the state's plea offer, Ms. Weigel pled guilty to count 1, physical abuse of a child, and count 3, chronic neglect of a child. (72:2-3). Counts 2 and 4 were dismissed and read in. (72:3). In preparation for the plea hearing, Ms. Weigel reviewed and submitted a plea questionnaire, which confirmed that she and the state had agreed that in exchange for her guilty pleas to counts 1 and 3, the state would cap

[1] The details of the crimes are not relevant to the claim addressed in this brief. Therefore, counsel will not include a detailed account.

its sentencing recommendation at 20 years of imprisonment. (24:2).[2]

Two pre-sentence investigation reports ("PSI") were prepared for sentencing. The PSI prepared by the Department of Corrections recommended a total of 14 years of initial confinement and 6 years of extended supervision on both counts. (28:39). The defense submitted its own PSI, which recommended a total of 10-12 years of initial confinement and 13-15 years of extended supervision on both counts. (46:14-15).

On February 14, 2020, the court held a sentencing hearing. Ms. Weigel recommended a sentence of 10 years of initial confinement and 10 years of extended supervision on count 1, and 5 years of consecutive probation on count 3. (48:1). The state spent most of its sentencing argument highlighting the nature of Ms. Weigel's crime, questioning Ms. Weigel's mental health struggles, and describing the effects of the crime on Ms. Weigel's children. (62:25-31). It then pointed to the defense recommendation of 25 years of imprisonment and stated, "So, there's not a lot that we're arguing about today. Both parties agree that 25 years in total is appropriate. The only issue then is the amount of

[2] The plea questionnaire also indicated that the state agreed to cap its recommendation at 10 years of initial confinement and 10 years of extended supervision. (24:2). However, it became clear during the postconviction motion hearing that this was an error, and that the parties' agreement only involved a sentencing cap of 20 years of imprisonment.

initial incarceration." (62:32). It then recommended 16 years of initial confinement. (62:32).

Ms. Weigel filed a postconviction motion arguing that the state breached the plea agreement, and that trial counsel was ineffective for failing to object to it.[3] The circuit court denied the motion, concluding that there was no plea agreement, at least regarding a sentencing recommendation. (94:34-37; App. 39-42). This appeal follows.

ARGUMENT

Trial counsel was ineffective for failing to object to the state's breach of the plea agreement, entitling Ms. Weigel to a new sentencing hearing.

Ms. Weigel was subjected to two overlapping constitutional deprivations at her sentencing hearing. First, she was deprived of her right to the enforcement of the plea agreement when the state recommended more time than agreed to. Second, she was deprived of effective assistance of counsel when her attorney failed to object to the state's plea breach. The appropriate

[3] In her postconviction motion, Ms. Weigel argued that the plea agreement included a term that the state would cap its sentencing recommendation at 10 years of initial confinement and 10 years of extended supervision, and that the state breached that term when it recommended 16 years of initial confinement. (83:4). However, it became clear at the postconviction motion hearing that this was not part of the plea agreement and was an error on the plea questionnaire. Thus, Ms. Weigel does not renew this argument on appeal.

remedy for these constitutional violations is resentencing before a different judge. *See State v. Howard*, 2001 WI App 137, ¶36, 246 Wis. 2d 475, 630 N.W.2d 244.

The circuit court concluded trial counsel was not ineffective because there had been no plea agreement. In support of its conclusion, the court cited three things. First, it cited the September 5, 2019 email containing the plea offer and noted that the offer required Ms. Weigel to plead within 30 days. (91:1; App. 45). Because the plea hearing occurred 35 days after the email was sent, the court concluded that there was no plea agreement. (94:35; App. 40). Second, the court also noted that the defense recommended 25 years of imprisonment. (94:35; App. 40). It questioned why the defense would argue for a sentence longer than 20 years if the state was capped at 20 years. (94:35. App. 40). Third, it concluded that because trial counsel made a counteroffer to the September 5, 2019 email that was not accepted, this indicated that there was no "meeting of the minds" regarding a plea agreement. (94:35-36; App. 40-41). The court then concluded that there was "an agreement to drop [counts] 2 and 4" and that sentencing would be argued. (94:37; App. 42).

None of this supports the conclusion that the parties had not reached an agreement regarding sentencing. Rather, the record is clear that the state agreed to cap its recommendation at 20 years of imprisonment, that Ms. Weigel relied on that promise when she entered her plea, and the state broke that

promise when it recommended 25 years of imprisonment at sentencing.

A. There was a plea agreement.

Whether or not there was a plea agreement is a question of fact that this court reviews for an erroneous exercise of discretion. *See State v. Wills*, 193 Wis. 2d 273, 277, 533 N.W.2d 165 (1995) (factual disputes in plea breach claims are given deference unless clearly erroneous). Here, the court's conclusion that there was no plea agreement or that the terms of the plea agreement did not include a sentencing recommendation, are not supported by the record.

It is clear from the record that all parties agreed that there was a plea agreement and that part of the plea agreement was that the state would cap its sentencing recommendation at 20 years of imprisonment. At the postconviction hearing, all parties confirmed that the terms of the plea agreement included a 20-year cap on the state's sentencing recommendation. Trial counsel testified that the plea agreement was that the state "would cap 20 years of incarceration." (94:6, 8; App. 11, 13). Ms. Weigel testified that that was her understanding as well. (94:20, 21; App. 25, 26).

Even the state did not argue that it had not agreed to cap its sentencing recommendation at 20 years of imprisonment. In fact, the state spent the entire hearing arguing that the agreement *was* to cap the recommendation at 20 years of imprisonment, but that there was no agreement for a specific

recommendation regarding the amount of initial confinement time. (94:26-27; App. 31-32).[4] For example, it cross-examined trial counsel about the fact that the agreement was only for a 20-year cap on the term of imprisonment. (94:8-10; App. 13-15). It cross-examined Ms. Weigel about her understanding that the agreement was only to cap the recommendation for the overall term of imprisonment at 20 years. (94:20-21; App. 25-26). Finally, the state argued that the plea agreement was "for a 20 year cap" (94:26; App. 31) and that it stayed within the 20-year cap as required by the plea agreement. (94:26-28; App. 31-33). Given the parties' agreement that the plea agreement included a requirement that the state cap its recommendation at 20 years, this court should end its inquiry here and reverse the circuit court's finding that there was no plea agreement regarding sentencing.

Despite the parties' agreement that a 20-year cap was part of the agreement, the circuit court concluded that under contract law, there was no agreement. (94:35; App. 40). The court's application of contract law to the facts in this case was erroneous.

[4] As noted previously, there was some confusion at the postconviction hearing as to whether the agreement required the state to cap its recommendation at 10 years of initial confinement and 10 years of extended supervision, as erroneously stated on the plea questionnaire. At the postconviction motion hearing, all parties testified that that was not the agreement, and that the agreement was only that the state would cap its recommendation at 20 years of imprisonment.

Under contract law principles, there was a binding plea agreement in this case, and it included a 20-year cap on the state's sentencing recommendation.

Plea agreements are analogous to contracts. Thus, courts look to contract law principles in determining a defendant's rights under a particular plea agreement. *State v. Bembenek*, 2006 WI App 198, ¶11, 296 Wis. 2d 422, 724 N.W.2d 685. Thus, like a contract, a plea agreement requires an offer, acceptance, and consideration. *Am. Nat'l Prop. & Cas. Co. v. Nersesian*, 2004 WI App 215, ¶16, 277 Wis. 2d 430, 689 N.W.2d 922. Acceptance of an offer can be manifested by conduct as well as by words. *Piaskoski & Assocs. v. Ricciardi*, 2004 WI App 152, ¶9, 275 Wis. 2d 650, 686 N.W.2d 675.

An agreement need not adhere to strict formalities to be enforceable. An agreement simply requires "manifestation of mutual assent." 1 Williston on Contracts § 1:3 (4th ed. 2021). "A binding agreement sufficient to establish a contract requires no precise formality or express utterance by the parties regarding all the details of the agreement and may be implied from the parties' conduct and the surrounding circumstances." *Id.*; *see also* U.C.C. § 1-201(b)(3) (defining agreement as "the bargain of the parties in fact, as found in their language or inferred from other circumstances"); *Metropolitan Ventures LLC v. GEA Assocs.*, 2006 WI 71, ¶25, 291 Wis. 2d 393, 717 N.W.2d 58 ("[E]ven if the parties' written agreement is [vague], the parties' subsequent conduct and practical

interpretation can cure this defect by evincing the parties' intent in entering the contract.").

Contract law also imposes on the parties a duty to deal in good faith. *State v. Wills*, 187 Wis. 2d 529, 537, 523 N.W.2d 569 (Ct. App. 1994), *affirmed* 193 Wis. 2d 273, 533 N.W.2d 165 (1995). Prosecutors are required to deal in good faith when negotiating and complying with plea agreements. *Id.*

It is clear that there was offer, acceptance, and consideration in this case, creating a binding plea agreement. The state sent Ms. Weigel an offer via email on September 5, 2019, which outlined the following terms: Ms. Weigel would give up her constitutional rights and plead guilty to counts 1 and 3, and the state would dismiss and read in counts 2 and 4 and cap its sentencing recommendation at 20 years of imprisonment. (91:1; App. 45). This was the state's first and only offer. (94:17; App. 22). There is no indication on the record that it was ever withdrawn.

Although Ms. Weigel did not send a written, formal acceptance of the offer, Ms. Weigel accepted the offer through her conduct. On September 18, 2019, she told the court that she wanted to change her pleas and requested a plea hearing. (73:2). Prior to the plea hearing, Ms. Weigel submitted a plea questionnaire, which outlined the terms of the plea agreement. (24:2). Those terms were consistent with the September 5 email offer in that they required Ms. Weigel to plead guilty to counts 1 and 3, and required the state to dismiss and read in counts 2 and 4 and cap its

sentencing recommendation at 20 years. This further indicated Ms. Weigel's acceptance of the offer. The court and the parties relied on the plea questionnaire at the plea hearing, and the state did not object to the plea agreement terms listed in the questionnaire. (72:2, 4, 5).

At the plea hearing, Ms. Weigel pled guilty to counts 1 and 3 in accordance with the terms of the offer, and the state dismissed counts 2 and 4 in accordance with the offer. This "manifest[ed] an intent to be bound to the contract," amounting to consideration. *Piaskoski & Assocs.*, 275 Wis. 2d 650, ¶7. Thus, this series of events shows that the September 5 offer was accepted, relied on by the parties, and had become the agreement of the parties.

Rather than looking at the conduct of the parties and the surrounding circumstances to try to ascertain the parties' intent, the circuit court relied on technicalities. This is at odds with basic contract principles. As discussed, a binding agreement does not require "precise formality or express utterance" of every detail of the agreement. 1 Williston on Contracts § 1:3 (4th ed. 2021). Further, the technicalities the court cited do not support the conclusion that there was no agreement that the state would cap its recommendation at 20 years.

For example, the circuit court concluded that the September 5 email offer expired before Ms. Weigel pled guilty because there were 35 days between the state extending the email offer and the date of the plea

hearing. However, Ms. Weigel did comply with the 30-day requirement of the email offer. The email stated that the state would cap its recommendation at 20 years of imprisonment if Ms. Weigel was "willing to enter a plea in the next 30 days to Ct. 1 & 3." (91:1; App. 45). At the September 18, 2019 status conference, Ms. Weigel indicated that she was "willing" to change her pleas and requested a plea hearing date. (73:2). The parties attempted to schedule the plea hearing for October 4, which would have been within the 30-day timeframe, but had to push it back to October 10 because the court had three trials scheduled that day. (73:3). October 10 was the next available hearing date that work for the parties and the court. (73:3). Through no fault of Ms. Weigel's, the plea hearing was scheduled past the 30 days, but Ms. Weigel fulfilled her end of the bargain by expressing her willingness to plead and by getting a plea hearing on the calendar as soon as possible. Further, as discussed above, it is clear from the state's conduct at the plea hearing and postconviction motion hearing that it still intended to move forward with the agreement despite the actual hearing date being 5 days past the 30-day mark.

The court also relied on the fact that trial counsel had submitted a counteroffer to the September 5 email offer, which the state rejected. The court seemed to rely on this rejected counteroffer as an indication that no agreement was reached. All this indicates is that the offer that trial counsel proposed did not become the agreement of the parties. It says nothing about whether the terms of the September 5 offer became an agreement of the parties. As

discussed, the parties' conduct and testimony at the postconviction motion hearing indicate that it did.

The circuit court also pointed to the fact that trial counsel recommended 25 years of imprisonment as evidence that there was no agreement that the state cap its recommendation at 20 years. However, trial counsel testified that he had a specific strategy behind his sentencing recommendation, informed in large part by developments that occurred after the plea hearing, including the PSI recommendation, the sentence Ms. Weigel's co-defendant received, and the defense PSI. (94:10; App. 15). Regardless of what that strategy was or whether it was a good one, it's irrelevant to whether there was an agreement about the *state*'s sentencing recommendation. Trial counsel was clear that there had been no re-negotiations after Ms. Weigel entered her plea, that the agreement at sentencing remained that the state would cap its recommendation at 20 years of imprisonment, and that his decision to recommend more than that was based on the PSI, Ms. Weigel's co-defendant's sentence, and the alternate PSI he commissioned. (94:6, 9-10; App. 11, 14-15).

Finally, the circuit court concluded that "[t]o the extent that there was a plea agreement, it was to drop the two counts and to argue sentencing and get the PSI." (94:37; App. 42). But this makes no sense. The September 5 email was the only offer from the state, and there were no further negotiations except for trial counsel's single rejected counteroffer. (94:17; App. 22). So how could some of the terms of the September 5

offer be part of the agreement but not others? The court even acknowledged that it didn't know where the agreement to dismiss counts 2 and 4 came from except the September 5 email. (94:36; App. 41). The September 5 email was the only offer on the table. If some of its terms because part of the plea agreement, then it stands to reason that all of them did.

Here, the parties' conduct and the surrounding circumstances unambiguously show that all parties were operating under a plea agreement that included a term that the state would cap its sentencing recommendation at 20 years of imprisonment. Those terms were first outlined in the September 5 email. The state proposed no other offers. Ms. Weigel accepted that offer and requested a plea hearing. The parties' conduct at the plea hearing was in accordance with the agreement. Trial counsel testified that that was the agreement. Ms. Weigel testified that was the agreement. The state spent the entire postconviction hearing arguing that that was the agreement. In fact, the one thing that everyone agreed on at the postconviction hearing was that there was an agreement for the state to cap its recommendation at 20 years of imprisonment.[5] As such, the circuit court's conclusion that there was no agreement was clearly erroneous.

[5] If anything, the postconviction motion hearing made it clear that appellate counsel was the only one confused about the terms of the plea agreement. But even appellate counsel agreed that the agreement included a 20-year sentencing cap. (94:23; App. 28).

B. The state breached the plea agreement.

"[A]n accused has a constitutional right to the enforcement of a negotiated plea agreement." *State v. Williams*, 2002 WI 1, ¶37, 249 Wis. 2d 492, 637 N.W.2d 733. When a plea breach is "material and substantial"—that is, when it "defeats the benefit for which the accused bargained"—it provides grounds to seek resentencing. *Id.* ¶38. "Whether the prosecutor violated the spirit of the plea agreement is a question of law" this court reviews *de novo*. *Wills*, 187 Wis. 2d at 535.

A prosecutor can violate a plea agreement even if he or she "accurately state[s] . . . the terms of the plea agreement" and sets forth the requisite recommendation. *Williams*, 249 Wis. 2d 492, ¶39. If the prosecutor's statement of the deal is "less than a neutral recitation," then it violates the deal. *Id.* ¶42. "The State may not accomplish by indirect means what it promised not to do directly, and it may not covertly convey to the trial court that a more severe sentence is warranted than recommended." *Id.* ¶42 (quoting *State v. Hanson*, 2000 WI App 10, ¶24, 232 Wis. 2d 291, 606 N.W.2d 278); *see also State v. Liukonen*, 2004 WI App 157, ¶¶8-17, 276 Wis. 2d 64, 686 N.W.2d 689.

In exchange for Ms. Weigel's plea, the state agreed to cap its recommendation at 20 years of imprisonment. As discussed, all parties understood this to be the plea agreement.

But at sentencing, the state did not recommend 20 years of imprisonment. Rather, it pointed to the defense recommendation of 25 years of imprisonment and stated, "So, there's not a lot that we're arguing about today. Both parties agree that 25 years in total is appropriate. The only issue then is the amount of initial incarceration." (62:32). The state agreed that a 25-year sentence was appropriate; this was a direct violation of its agreement to cap its recommendation at a 20-year sentence.

Even if this court doesn't see this as a direct violation of the plea agreement, the state, at a minimum, indirectly recommended more time than the agreed-upon 20-year cap. This is exactly the type of conduct the supreme court warned against. By agreeing that a 25-year recommendation was appropriate, the state, at a minimum, "covertly convey[ed] to the trial court that a more severe sentence was warranted" than it agreed to recommend. *Williams*, 249 Wis. 2d 492, ¶42 (internal citation and quotation omitted.)

Further, this breach was material and substantial. In determining whether a breach is material and substantial, the question is whether Ms. Weigel was deprived "of a material and substantial benefit for which . . . she bargained." *State v. Smith*, 207 Wis. 2d 258, 272, 558 N.W.2d 379 (1997) (citing *State v. Bangert*, 131 Wis. 2d 246, 289, 389 N.W.2d 12 (1986)). By agreeing to plead guilty to counts 1 and 3 of the complaint, Ms. Weigel was exposing herself to a possible 52 ½-year sentence. The

state agreed to cap its sentencing recommendation at 20 years of imprisonment, which was a material and substantial term of the agreement. *See id.* By recommending 5 years more of imprisonment, the state's breach expressly defeated the benefit for which she bargained. *See Williams*, 249 Wis. 2d 492, ¶38. This breach was also substantial, deviating from the agreement by 5 years. *See Smith*, 207 Wis. 2d at 272-73 (concluding that a sentencing recommendation 58 months over the agreement was material and substantial).

Because the state recommended 5 years more than the agreed-upon cap, it materially and substantially breached the plea agreement, whether it meant to or not. *See State v. Howland*, 2003 WI App 104, ¶31, 264 Wis. 2d 279, 663 N.W.2d 340. This breach deprived Ms. Weigel of her constitutional right to enforcement of the plea agreement. *See Williams*, 249 Wis. 2d 492, ¶37. But, because there was no contemporaneous objection, she "waived [her] right to directly challenge the alleged breach." *See Howard*, 246 Wis. 2d 475, ¶12. Accordingly, this court must assess the plea breach issue "in the context of an ineffective assistance of counsel claim." *Liukonen*, 276 Wis. 2d 64, ¶6.

C. Trial counsel was ineffective for failing to object.

A criminal defendant's constitutional right to effective assistance of counsel extends to sentencing. *See, e.g.*, *Smith*, 207 Wis. 2d at 273-81. That right is

violated when defense counsel performs deficiently and the deficient performance prejudices the defendant. *See Howard*, 246 Wis. 2d 475, ¶22. While the defendant ordinarily bears the burden of proving both the deficiency and prejudice prongs, "prejudice is assumed . . . when a prosecutor materially and substantially breaches a plea agreement." *Id.* ¶25 (citing *Smith*, 207 Wis. 2d at 278).

Whether trial counsel's failure to object to the state's plea breach was deficient turns on whether he consulted with Ms. Weigel about her right to object, and whether she personally decided not to. *State v. Sprang*, 2004 WI App 121, ¶28, 274 Wis. 2d 784, 683 N.W.2d 522. Because "a guilty plea is a personal right of the defendant," trial counsel has no authority to decide, on Ms. Weigel's behalf, to forego the objection—even if he thought doing so would be strategically wise. *Id.* A strategic decision "to forgo an objection to the State's breach of the plea agreement without consulting [the client is] tantamount to entering a renegotiated plea agreement without [the client's] knowledge or consent." *Id.* ¶29.

Trial counsel failed to object to the plea breach in this case. (94:7; App. 12). Trial counsel admitted that he did not object to the plea breach because he "just simply missed it." (94:7; App. 12). Trial counsel testified that he couldn't really explain why he didn't object. "[I]n that moment I was more concerned about persuasion of the court than I was about objecting to the breach of the plea agreement. . . . I can't even recall in that moment whether I was realizing there was a

breach of the plea agreement." (94:18; App. 23). He went on to state, "I don't even know that I was aware of [the plea breach] until I was contact by" appellate counsel. (94:18; App. 23).

Trial counsel did not consult with Ms. Weigel about her right to object, and she did not decide to waive her right to enforce the plea agreement. Trial counsel did not recall having any conversation with Ms. Weigel when the plea breach occurred. (94:8; App. 13). Ms. Weigel testified consistent with this. She stated that she didn't remember her attorney talking to her about there being a plea breach or her right to object. (94:20; App. 25). And of course there was no conversation about the plea breach. Trial counsel didn't realize there had been a plea breach, so he could not have had a conversation with Ms. Weigel about it.

In sum, trial counsel failed to object to the state's plea breach, and he failed to consult with Ms. Weigel about the decision not to object. This amounts to deficient performance. *Sprang*, 274 Wis. 2d 784, ¶29. Further, because trial counsel's deficient performance involved a breach of the plea agreement, Ms. Weigel is not required to prove prejudice; it is presumed. *Id.* This entitles Ms. Weigel to resentencing before a different judge. *Id.*

CONCLUSION

Based on the above, Ms. Weigel respectfully requests that this court reverse the circuit court and remand the case for resentencing before a different judge.

Dated this 7th day of February, 2022.

Respectfully submitted,

Electronically signed by
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CERTIFICATION AS TO FORM/LENGTH

I hereby certify that this brief conforms to the rules contained in S. 809.19(8)(b), (bm), and (c) for a brief. The length of this brief is 4378 words.

CERTIFICATION AS TO APPENDIX

I hereby certify that filed with this brief is an appendix that complies with s. 809.19(2)(a) and that contains, at a minimum: (1) a table of contents; (2) the findings or opinion of the circuit court; (3) a copy of any unpublished opinion cited under s. 809.23(3)(a) or (b); and (4) portions of the record essential to an understanding of the issues raised, including oral or written rules or decisions showing the circuit court's reasoning regarding those issues.

I further certify that if this appeal is taken from a circuit court order or judgment entered in a judicial review or an administrative decision, the appendix contains the findings of fact and conclusions of law, if any, and final decision of the administrative agency.

I further certify that if the record is required by law to be confidential, the portions of the record included in the appendix are reproduced using one or more initials or other appropriate pseudonym or designation instead of full names of persons, specifically including juveniles and parents of juveniles, with a notation that the portions of the record have been so reproduced to preserve confidentiality and with appropriate references to the record.

Dated this 7th day of February, 2022.

Signed:
Electronically signed by
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