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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 CHRISTOPHER LISCHEWSKI,

17 Defendant.  
18  
19  
20

Case No. 3:18-cr-00203-EMC

**DEFENDANT CHRISTOPHER  
LISCHEWSKI'S TRIAL MEMORANDUM  
REGARDING THE ALLEGED  
AGREEMENT BETWEEN LISCHEWSKI  
AND CHAN**

Dept. Courtroom 5 – 17th Floor  
Judge: Hon. Edward M. Chen

Date Filed: May 16, 2018

Trial Date: November 4, 2019

1 **I. INTRODUCTION**

2 Despite charging a vague over-arching conspiracy, the evidence at trial has established  
3 multiple separate conspiracies, including at least the following: (1) an alleged agreement between  
4 sales and trade marketing representatives from Bumble Bee and StarKist (the “StarKist-Bumble  
5 Bee Agreement”); (2) an alleged agreement between sales and trade marketing representatives  
6 from Bumble Bee and Chicken of the Sea (the “COSI-Bumble Bee Agreement”); and (3) an  
7 alleged agreement between Mr. Lischewski and Shue Wing Chan (the “Chan Agreement”). As  
8 Mr. Lischewski raised in conjunction with his motion for a judgment of acquittal under Federal  
9 Rule of Criminal Procedure 29, Mr. Chan’s testimony and the related evidence confirms there  
10 was no agreement between Mr. Lischewski and Mr. Chan. Accordingly, Mr. Lischewski cannot  
11 be convicted based on evidence of the alleged Chan Agreement.

12 In accordance with the Court’s request for briefing to address particular issues that arose  
13 in the context of Mr. Lischewski’s Rule 29 motion—“whether there is sufficient evidence for a  
14 fact finder to conclude that an agreement existed between Shue Wing Chan and Chris  
15 Lischewski” and “whether . . . some type of special verdict form would be appropriate under the  
16 circumstances of this case”—this brief is narrowly tailored to address those issues, as follows.  
17 *See* Nov. 22, 2019 Trial Tr. at 2473:16-2474:2. **First**, even construing the evidence in the light  
18 most favorable to the government, no rational jury could find Mr. Lischewski guilty of reaching a  
19 price-fixing agreement with Mr. Chan. **Second**, the evidence shows that the alleged Chan  
20 Agreement is entirely separate from the other alleged conspiracies. **Third**, to the extent the Court  
21 denies or reserves ruling on Mr. Lischewski’s Rule 29 motion, the Court should strike Mr. Chan’s  
22 and Mr. Roszmann’s testimony in their entirety, and all exhibits introduced through them.  
23 **Fourth**, a special verdict form is necessary to ensure that Mr. Lischewski is not convicted of a  
24 crime for which there is insufficient evidence.

25 **II. ARGUMENT**

26 **A. There is Insufficient Evidence of the Alleged Chan Agreement.**

27 It is black-letter law that proof of “actual agreement or mutual consent” is an essential  
28 prerequisite to finding a Sherman Act violation. *Hanson v. Shell Oil Co.*, 541 F.2d 1352, 1359

1 (9th Cir. 1976) (citing *Esco Corp. v. United States*, 340 F.2d 1000, 1007-08 (9th Cir. 1965)). In  
2 other words, as the Court has already recognized, “[t]he type of relationship condemned by the  
3 Sherman Act is a conspiracy” and “[i]t is the agreement to act together that constitutes the crime.”  
4 ECF 454 (Court’s Final Proposed Jury Instructions), at 43 (Jury Instruction No. 39). As is true in  
5 general conspiracy cases, the government’s failure to prove the existence of a mutual agreement  
6 requires the reversal of a conviction. See *United States v. Melchor-Lopez*, 627 F.2d 886, 892 (9th  
7 Cir. 1980) (citation omitted).

8 In *Melchor-Lopez*, for example, the alleged coconspirators had lengthy discussions about  
9 importing heroin, but the government offered insufficient evidence of “a mutual understanding to  
10 accomplish a specific objective or of an intention to be bound by any agreement.” *Id.* at 889-90.  
11 The government attempted to make up for its failure of proof by relying on the principle that the  
12 agreement need not be explicit and may be inferred from circumstantial evidence. But the Ninth  
13 Circuit held that “this evidentiary principle does not reduce the government’s burden of proof,”  
14 and “recitation of this rule” cannot “relieve the government of its burden to prove every element  
15 of the crime beyond a reasonable doubt.” *Id.* at 891-92. There “can be no conviction for guilt by  
16 association, and it is clear that mere association with members of a conspiracy,” or even  
17 “knowledge, approval of, or acquiescence in the object or purpose of the conspiracy, without an  
18 intention and agreement to accomplish a specific illegal objective, is not sufficient to make one a  
19 conspirator.” *Id.* at 891.

20 Here, as was the case in *Melchor-Lopez*, the government has “failed to establish the  
21 ‘meeting of the minds’” between Mr. Chan and Mr. Lischewski “to consummate an illegal  
22 transaction which is essential to conspiracy.” *Id.* at 892. The government has presented no  
23 evidence that Mr. Lischewski ever agreed with Mr. Chan that Bumble Bee would not price  
24 aggressively. The evidence shows that the only person who knew about the alleged Chan  
25 Agreement was Mr. Chan himself. Indeed, Mr. Chan testified that his only basis for believing  
26 there was an agreement was his “own understanding” that was “inside [Mr. Chan’s] mind.”  
27 Nov. 20, 2019 Trial Tr. at 2283:4-6; 2284:8-9. As further confirmation that Mr. Lischewski  
28 never made a price-fixing agreement with Mr. Chan, Mr. Chan testified that Mr. Lischewski

1 never made any “explicit spoken commitments” about Bumble Bee’s pricing. *Id.* at 2288:4-7.  
2 Mr. Chan also testified that he has no recollection of Mr. Lischewski ever saying anything about  
3 “Bumble Bee’s future pricing” or about “what Bumble Bee’s promotional strategy would be  
4 going forward.” *Id.* at 2283:19-24. And more broadly, Mr. Chan testified that he has no  
5 recollection whatsoever of Mr. Lischewski making “any spoken commitment to [him] about what  
6 Bumble Bee was going to do.” *Id.* at 2286:21-2287:2.

7 Mr. Chan’s unilateral understanding appears to have arisen from his receipt of a handful  
8 of emails from Mr. Lischewski, in which Mr. Lischewski noted Chicken of the Sea’s below-cost  
9 pricing, followed by two in-person discussions with Mr. Lischewski during which Mr. Chan  
10 explained that it was not Chicken of the Sea’s business strategy to sell its products at low prices.  
11 But that course of events does *not* suggest a mutual understanding, let alone establish a mutual  
12 agreement beyond a reasonable doubt.<sup>1</sup> In addition, Mr. Chan’s testimony about the substance of  
13 the two discussions demonstrates that no mutual agreement or understanding was reached. On  
14 both occasions, Mr. Chan brought up the issue of Mr. Lischewski’s comments about Chicken of  
15 the Sea’s below-cost pricing, provided an explanation to Mr. Lischewski, and Mr. Lischewski  
16 responded by merely thanking him for the explanation. *See* Nov. 20, 2019 Trial Tr. at 2352:20-  
17 23; 2373:21-22. That is not a mutual agreement to do anything, and is certainly not an agreement  
18 to fix prices.

19 With respect to the first meeting at Milton’s Deli, Mr. Chan testified as follows:

20 Q. And just so I get the sequence right, you and he first discussed conversion  
21 costs; right?

22 A. Yes.

23 Q. And did that take up the majority of the time that you were there at Milton’s?

24 A. Yes.

25 Q. And then at the end of the conversation, you brought up pricing and you told  
26 him that it wasn’t your intention or your business strategy to price low, and he said  
27 something like, “I appreciate it,” or, “Thank you.” Right?

28 <sup>1</sup> As for the emails Mr. Lischewski sent to Mr. Chan, not a single email references any agreement, and Mr. Chan’s testimony shows that he also did not understand them to relate to an agreement. To the contrary, he told his subordinate David Roszmann to “ignore” such emails. Nov. 20, 2019 Trial Tr. at 2299:8-20. In addition, as the Court already recognized, the emails were a “one-way situation,” further diminishing their probative value. *See* Nov. 22, 2019 Trial Tr. at 2468:20-2469:6.

1 A. Yes.

2 Q. And that's it on tuna?

3 A. Yes.

4 Nov. 20, 2019 Trial Tr. at 2355:1-13; *see also id.* at 2352:24-2354:25. As for the second meeting,  
5 which occurred in the hallway during the break at a National Fisheries Institute meeting, the full  
6 extent of Mr. Chan's recollection is as follows:

7 Q. Okay. Tell us to the best of your abilities exactly what you said to him.

8 A. I was saying to him that "Don't worry about this press release. It is just PR."

9 Q. Okay. What did he say?

10 A. He feel good about it, and he say, "Thank you for letting me know."

11 Q. And then he walked away and you walked away?

12 A. Yes.

13 Q. Was there anything else said?

14 A. I don't remember.

15 *Id.* at 2373:23-2374:8.

16 Insofar as the government relies on the timing of phone calls between Mr. Chan and  
17 Mr. Lischewski, as the Court already recognized, the "the Government had very little proof on  
18 what those calls related to." Nov. 20, 2019 Trial Tr. at 2331:21-2332:18. To be clear, there is no  
19 proof that any of the phone calls between Mr. Chan and Mr. Lischewski had anything to do with  
20 pricing. Mr. Chan testified that he has no recollection of discussing pricing on any of the phone  
21 calls. *Id.* at 2359:17-24. Moreover, during Mr. Chan's cross-examination, counsel for  
22 Mr. Lischewski elicited that for every single phone conversation, there were surrounding events  
23 that had nothing to do with pricing and that required discussion between Mr. Chan and  
24 Mr. Lischewski. *Id.* at 2359:8-2370:24. While the government argues that Mr. Lischewski  
25 cannot "establish that the calls were not about pricing," the government misapprehends its  
26 burden. *Id.* at 2331:11-14. It is the government—not the defense—that carries the burden to  
27 prove its case beyond a reasonable doubt. And even in the context of Rule 29, the government  
28 has provided no evidence regarding the phone records to allow a rational jury to conclude that  
any agreement was reached on those calls.<sup>2</sup>

<sup>2</sup> Because the government has scant evidence of Mr. Lischewski's involvement in the charged conspiracy, it has placed significant emphasis on the alleged understanding between Mr. Chan and Mr. Lischewski. For example, for the entirety of Mr. Chan's direct examination, the

1 Finally, the government's entire theory for introducing Mr. Roszmann's testimony rests  
 2 on its unfounded speculation that Mr. Lischewski communicated with Mr. Roszmann in an  
 3 attempt to revive the alleged Chan Agreement. Because the evidence fails to show  
 4 Mr. Lischewski had an agreement with Mr. Chan in the first place, there was no agreement for  
 5 Mr. Lischewski to revive. Furthermore, Mr. Chan never told Mr. Roszmann about the alleged  
 6 agreement with Mr. Lischewski, Mr. Roszmann denied ever entering into an agreement with  
 7 Mr. Lischewski, and the government's argument about recruitment is based on conjecture rather  
 8 than fact. *See* Nov. 20, 2019 Trial Tr. at 2277:4-8 (Mr. Chan's testimony); *accord* 2392:25-  
 9 2393:4 (Mr. Roszmann's testimony); *see also id.* at 2392:5-16.

10 **B. The Evidence Shows that the Alleged Chan Agreement is Separate from the**  
 11 **Other Alleged Agreements.**

12 Mr. Chan's testimony also confirms that the alleged Chan Agreement was entirely  
 13 separate from the other alleged conspiracies. As explained above, the only person who knew  
 14 about the alleged Chan Agreement was Mr. Chan himself. In addition to leaving his alleged  
 15 coconspirator (Mr. Lischewski) in the dark regarding the alleged agreement, Mr. Chan testified  
 16 that he never told anyone at Chicken of the Sea about his alleged understanding with  
 17 Mr. Lischewski, as follows:

18 Q. Okay. You never told anyone at Chicken of the Sea about this understanding,  
 19 did you?

20 A. No.

21 Q. You never told Mike White about this understanding; correct?

22 A. No.

23 Q. You never told John Sawyer about this understanding; right?

24 \_\_\_\_\_  
 25 government placed—directly in front of the jury—a very large poster board on an easel,  
 26 containing Exhibit 602. *See* ECF 541 (Defendant's Objections to the 11/18/19 Trial Exhibits and  
 27 Demonstratives), at 2-3, Ex. 602. Exhibit 602 was intended to show that Mr. Chan and  
 28 Mr. Lischewski had numerous phone conversations and email exchanges regarding their alleged  
 understanding. *See, e.g.,* Nov. 20, 2019 Trial Tr. at 2258:25-2259:7. But at the end of  
 Mr. Chan's examination, the Court determined that the government had failed to show that *any* of  
 the phone calls depicted in Exhibit 602 bore *any* relation to the alleged "understanding" between  
 Mr. Chan and Mr. Lischewski, and the Court denied the government's motion to admit a related  
 phone records chart, Exhibit 3.03, into evidence. *Id.* at 2268:8-2269:1; 2331:21-2332:18. There  
 is no question that the government misleadingly used Exhibit 602, and displayed it prominently to  
 the jury, in an effort to convince the jury to convict Mr. Lischewski based on an alleged  
 "understanding" to which he never agreed.

1 A. Correct.

2 Q. So you never provided this information about this understanding to the other  
3 people at Chicken of the Sea who had responsibility for pricing; correct?

4 [A.] Correct.

5 Nov. 20, 2019 Trial Tr. at 2358:2-20 (government’s objection and Court’s overruling omitted).  
6 Contrary to informing his employees about the alleged agreement, Mr. Chan told his subordinate  
7 Mr. Roszmann to “[j]ust ignore” emails from Mr. Lischewski. *Id.* at 2299:8-20. Because no  
8 individual—other than Mr. Chan—knew about an alleged agreement between Mr. Chan and  
9 Mr. Lischewski, the alleged Chan Agreement is completely separate from all other alleged  
10 agreements in this case.<sup>3</sup>

11 **C. The Court Should Strike Mr. Chan’s and Mr. Roszmann’s Testimony, and  
12 the Exhibits Introduced Through Them.**

13 The government’s decision to issue a vague indictment that encompasses multiple  
14 separate conspiracies, and its subsequent failure to prove at least one of those separate  
15 conspiracies, has consequences. *See* Fed. R. Crim. P. 29(a); *see also Melchor-Lopez*, 627 F.2d at  
16 892. If the Court declines to grant or reserves ruling on Mr. Lischewski’s motion for a judgment  
17 of acquittal, the Court should strike all evidence relating to the Chan Agreement, including  
18 Mr. Chan’s testimony, Mr. Roszmann’s testimony, and the exhibits introduced through them. In  
19 the absence of such relief, the jury may very well convict Mr. Lischewski based on an alleged  
20 conspiracy for which there is insufficient proof. In addition, evidence of the Chan Agreement  
21 may cause prejudicial spillover with respect to the government’s remaining theories, rendering  
22 any conviction invalid. *See, e.g., United States v. Lazarenko*, 564 F.3d 1026, 1043 (9th Cir.  
23 2009); *United States v. Wright*, 665 F.3d 560, 575 (3d Cir. 2012) (“When two charges are closely

24  
25 <sup>3</sup> The government also failed to elicit any testimony that would permit a reasonable jury to  
26 conclude that Mr. Chan participated in a conspiracy with Michael White (*i.e.*, the COSI-Bumble  
27 Bee Agreement). *See* Nov. 20, 2019 Trial Tr. at 2270:2-14. But even if the government had  
28 elicited such testimony, it would *not* be probative of the existence of a separate alleged  
conspiracy between Mr. Chan and Mr. Lischewski, which Mr. Chan clearly testified he told  
nobody about.

1 linked and we vacate a conviction on one of them, we must ensure that the error on the vacated  
2 charge has not affected the remaining charge.”).<sup>4</sup>

3 Evidence of the Chan Agreement misleadingly amplifies Mr. Lischewski’s  
4 communications with individuals at competitor companies, and incorrectly suggests that those  
5 communications were improper. All such evidence should be stricken. *See* Fed. R. Evid. 403.  
6 As demonstration of the significant prejudicial impact of evidence of the Chan Agreement, the  
7 government repeatedly emphasized the probity of the Chan Agreement during its opening  
8 statement, as shown in the following examples:

9 See, the defendant also sent jabs when he needed Chicken of the Sea to get in line.  
10 The target of his jabs: The CEO of Chicken of the Sea, Mr. Shue Wing Chan. And  
11 Mr. Chan responded to the defendant just like everyone else in the conspiracy. He  
12 reassured the defendant that Chicken of the Sea would not price too aggressively,  
13 that it wouldn’t drag the market down.

14 You will hear that’s what the defendant’s jabs to Mr. Chan were about, keeping  
15 Chicken of the Sea from pricing too low and upsetting the secret agreement.

16 ECF 498 (Nov. 4, 2019 Trial Tr.) at 334:20-335:3.

17 You will also hear from Shue Wing Chan, the former CEO of Chicken of the Sea.  
18 He will tell you about and you will see for yourself the e-mails that the defendant  
19 sent Mr. Chan, not one, not two, but nine, nine e-mails from the defendant to  
20 Mr. Chan complaining that Chicken of the Sea’s prices were too low.

21 And Mr. Chan will tell you about the one-on-one conversations he had with the  
22 defendant when no one else was around where the defendant complained about  
23 Chicken of the Sea’s prices, and Mr. Chan reassured him that Chicken of the Sea  
24 would not price too low.

25 Chicken of the Sea admitted to participating in the price-fixing conspiracy and  
26 cooperated promptly with the Government’s investigation; and for that its  
27 employees received immunity, which means that the Government has agreed not  
28 to prosecute Mr. Chan in exchange for his cooperation.

Listen to the testimony of these witnesses carefully and think about how it all fits  
together, compare it to the documents, and compare it to your common sense.  
These witnesses will give you an insider account of the conspiracy and of the  
defendant’s leadership role.

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<sup>4</sup> Even if evidence of the Chan Agreement is stricken, there may still be prejudicial spillover because it is impossible to “unring” the bell.

1 *Id.* at 337:12-338:7. The government also emphasized Mr. Lischewski’s alleged attempt to  
2 recruit Mr. Roszmann to join the Chan Agreement—despite the fact that the Chan Agreement  
3 never existed and that there is no evidence Mr. Lischewski intended to recruit Mr. Roszmann to  
4 join anything. As the government misleadingly stated during its opening statement: “The  
5 conspiracy only ended when key conspirators at StarKist and Chicken of the Sea left those  
6 companies or were transferred to different roles and when no one, not even the defendant, could  
7 convince new people to take their place. *Although, as you will hear, the defendant certainly*  
8 *tried.*” *Id.* at 335:13-18 (emphasis added).

9 The government’s focus on the Chan Agreement is unsurprising. Mr. Lischewski’s  
10 participation in the alleged conspiracy is an element of the offense. But other than the Chan  
11 Agreement (which never existed), there is scant evidence of his involvement, and no testimony  
12 from a competitor that implicates Mr. Lischewski. The government’s other evidence of  
13 Mr. Lischewski’s involvement relies on the testimony of Mr. Cameron and Mr. Worsham, both of  
14 whom have significant credibility issues and both of whom provided only the vaguest description  
15 of Mr. Lischewski’s participation in the alleged conspiracy.

16 Now that Mr. Chan and Mr. Roszmann have testified, it is clear that Mr. Lischewski’s  
17 communications with them have no probative value regarding Mr. Lischewski’s participation in  
18 any price-fixing conspiracy. In contrast, the prejudicial impact of Mr. Chan’s and  
19 Mr. Roszmann’s testimony and the corresponding exhibits that were admitted during their  
20 testimony, is tremendous. As a result, such evidence should be stricken from the record.

21 **D. A Special Verdict Form is Necessary.**

22 Irrespective of the Court’s ruling on whether to strike evidence of the alleged Chan  
23 Agreement, a special verdict form is necessary to ensure that Mr. Lischewski is not convicted of a  
24 crime for which there is insufficient proof. Without a special verdict form, juror confusion about  
25 the multiple conspiracies alleged and argued by the prosecution could result in an improper  
26 conviction. Accordingly, Mr. Lischewski has prepared a proposed special verdict form that is  
27 attached hereto as Appendix A.

28

1 **III. CONCLUSION**

2 For the foregoing reasons, if the Court denies or reserves ruling on Mr. Lischewski's Rule  
3 29 motion, then the testimony of Mr. Chan and Mr. Roszmann, and the exhibits introduced  
4 through them, should be stricken. In addition, the Court should adopt the special verdict form  
5 proposed by Mr. Lischewski.

6  
7 Dated: November 25, 2019

KEKER, VAN NEST & PETERS LLP

8  
9 By: /s/ Elliot R. Peters

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# Appendix A

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
CHRISTOPHER LISCHEWSKI,  
Defendant.

Case No. 3:18-cr-00203-EMC  
**VERDICT FORM**

**Question 1:**

We, the jury, unanimously and beyond a reasonable doubt find:

As to the charge that Defendant, **Christopher Lischewski**, knowingly entered into a conspiracy to suppress and eliminate competition by fixing prices for canned tuna in a manner that was an unreasonable restraint of interstate commerce in violation of the Sherman Act as charged in the Indictment:

\_\_\_\_\_  
Not Guilty

\_\_\_\_\_  
Guilty

**IF YOU CHECKED “NOT GUILTY” IN QUESTION 1, PLEASE STOP HERE AND TURN TO PAGE 3 TO SIGN THE VERDICT FORM.**

**IF YOU CHECKED “GUILTY” IN QUESTION 1, PLEASE PROCEED TO ANSWER ALL OF QUESTIONS 2 THROUGH 4.**

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**Question 2:**

If you answered GUILTY to question 1, does the jury unanimously agree that the government has proven beyond a reasonable doubt that Defendant Christopher Lischewski participated in a conspiracy involving sales and trade marketing representatives from Bumble Bee and StarKist?

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**Question 3:**

If you answered GUILTY to question 1, does the jury unanimously agree that the government has proven beyond a reasonable doubt that Defendant Christopher Lischewski participated in a conspiracy involving sales and trade marketing representatives from Bumble Bee and Chicken of the Sea?

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**Question 4:**

If you answered GUILTY to question 1, does the jury unanimously agree that the government has proven beyond a reasonable doubt that Defendant Christopher Lischewski reached a price-fixing agreement with Shue Wing Chan?

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

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**PLEASE SIGN AND DATE BELOW.**

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Foreperson