2020-1175

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

VETERANS4YOU, INC.,

Plaintiff – Appellant,

v.

UNITED STATES,

Defendant – Appellee.

On appeal from the United States Court of Federal Claims
Case No. 1:19-cv-00931-LKG, Judge Lydia K. Griggsby

REPLY BRIEF FOR PLAINTIFF-APPELLANT VETERANS4YOU, INC.

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June 8, 2020

CERTIFICATE OF INTEREST

Counsel for Plaintiff-Appellant certifies the following:

1. The full name of every party or *amicus* represented by me is:

Veterans4You, Inc.

2. The names of the real party in interest represented by me is:

None.

3. All parent corporations and any publicly held companies that own 10 percent or more of the stock of the party or amicus curiae represented by me are:

None

4. The names of all law firms and the partners or associates that appeared for the party or amicus now represented by me in the trial court or agency or are expected to appear in this court (and who have not or will not enter an appearance in this case) are:

None

5. The title and number of any case known to counsel to be pending in this or any other court or agency that will directly affect or be directly affected by this court's decision in the pending appeal:

None.

Dated: June 8, 2020

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES AND LEGISLATION

REGULATIONS

OTHER AUTHORITIES

INTRODUCTION

The Court of Federal Claims committed a clear error of law when interpreting the Veterans Benefits, Health Care, and Information Technology Act of 2006 (the "VBA"). Under the trial court's interpretation, the Department of Veterans Affairs (the "VA") can choose to circumvent the VBA's mandatory veteran preference by invoking the "printing mandate" at 44 U.S.C. § 501 when procuring an item containing a minor element of printing, thus routing the acquisition via the Government Publishing Office ("GPO") which has no set-aside procedures or ability to accommodate the Rule of Two. The trial court also assigned undue weight to the message contained in the printing element in its invocation of the printing mandate, ignoring that the printing aspect is only a minor cost component and tangential to the gunlocks being procured.

Unfortunately, the trial court did not examine whether the procurement predominantly involved printing. It merely noted the alleged printing elements and invoked GPO's printing mandate. However, just because a product may have a printed labels or instructions does not mean that an agency must use the GPO. The trial court thus committed an error of law and created serious negative policy implications by not answering a fundamental question – is the gunlock procurement predominantly printing work? The answer is a resounding no.

While the trial court referred to the gunlocks as "imprinted," this does not

make them a printing product because they are part of the printing "substrate." If true, any product imprinted with an agency's logo or message would then be subject to GPO's printing mandate. This is certainly not the intent of the mandate. Common sense and reason require a showing that a procurement is predominately printing before it must go to the GPO.

Veterans4You's position is also consistent with the standard applied to the assignment of a NAICS code, which occurs with every solicitation issued by a federal agency. A NAICS code is based on the value and the function of the goods or services being purchased. A procurement is usually classified according to the component with the highest percentage of the contract value. *See* 13 C.F.R. § 121.402(b). If the VA had done its job, it would have assigned a NAICS product code appropriate for gunlocks and we would not be here today.

The Government argues that the GPO only had to comply with the VBA "to the maximum extent feasible," pursuant to 38 U.S.C. § 8127(i). *First*, this assumes that the GPO should be involved in this procurement in the first place, which is not correct. Again, this procurement is predominantly for gunlocks, not printing services. *Second*, the GPO is not able to comply with the VBA. This is because the GPO lacks the statutory authority to set aside procurements for small businesses. The GPO will therefore always fall woefully short in complying with the VBA's veteran preferences. Indeed, all the GPO can do is advertise its needs to veteran-

owned small businesses which would then have to compete on a full and open competition basis. This does little, if anything, to help ensure that VA procurement dollars flow down to veteran-owned small businesses as Congress intended.

Even if the printing mandate was properly triggered, which it was not, this creates a conflict. Specifically, the spirit and purpose of the VBA, which the VA is uniquely tasked to implement, is to protect the veteran preference when acquiring services or goods. If the VA could fulfill its obligation under the VBA generally and 38 U.S.C. § 8127(i) specifically despite outsourcing a procurement to an agency having no set-aside abilities, it would render this obligation meaningless.

The VA must protect and carry out veteran preferences under the VBA. The VA has breached this duty by *unnecessarily* assigning this gunlock procurement to the GPO when it lacks the procurement tools to comply with the VBA in any meaningful manner. For these reasons, and others discussed below, this Court should reverse.

ARGUMENT

I. THE GPO PRINTING MANDATE DOES NOT APPLY TO THIS PROCUREMENT

A. Because of the Minor Printing Elements of the Finished Product Sought, This Acquisition Did Not Trigger the Printing Mandate

The trial court held that 44 U.S.C. § 501 required the VA to procure gunlocks and wallet cards through the GPO because the finished product involved some printing. Appx13. The trial court committed a clear error of law. The wallet

cards were tangential to the main product being procured, i.e. gunlocks. Printing the wallet cards is also a minor cost element. And while there are some words placed on the gunlocks, the gunlocks themselves are not a printed product. Indeed, gunlocks must meet safety, trade, and other essential standards which do not apply to requisitions subject to the printing procurement regulations (which differ from those utilized by executive agencies in procurements). Under these circumstances, the VA should have procured the gunlocks with a veteran-owned small business as it was required to do under the VBA's Rule of Two requirement.

The Government skirts this issue by broadly arguing that the GPO was "authorized" to conduct the entire procurement and that it was reasonable for the VA to utilize it for gunlocks. U.S. Br. 28-31. Given that gunlocks are the dominant feature and end product here, it is improper to label the entire procurement as "printing." The trial court's opinion did exactly that, however – it merely noted the printing elements and found the GPO's printing mandate was properly invoked. Appx13. The trial court did not determine (or examine) whether the procurement (based on the finished end product) was predominately printing (wallet cards and labels) or nonprinting (gunlocks). This is illogical and will lead to absurd results in future procurements. Just because a product may include a label or instructions does not mean that an agency must use the GPO.

The Government argues that "unadorned cable locks would not have met the

VA's requirement, and that is not what the VA sought to have the GPO procure." Appx32. The Government misses the point. Even if gunlock labels and the printed message are important, these are minor components compared to the manufactured gunlocks, from both an economic and practical matter.

While the VA points to other cases where GPO procured items for agencies with arguably "minor" printing elements (including tote bags, mouse pads, T-shirts, imprinted bag tags), Appx32-33, the GPO's authority was not challenged in those cases. Agencies should not have unbridled authority to acquire products through the GPO just because they come with written instructions or warnings. This Court should impose a reasonableness standard, one that does not interpret the printing mandate as extending to products with minor printing requirements. Otherwise, agencies will be able to circumvent their own procurement regulations just because some printing is involved.

The Government attempts to distinguish those cases where products with printed instructions, information or warnings were held not to fall within GPO's printing statute. The Government argues that those cases involved "commercial" goods with manufacturer pre-printed instructions. Appx34. This distinction is without substance. Gunlocks are commercial goods, too. Also, commercial or not, the item sought to be procured included some element(s) of printing.

The Government does not fully address the definitional arguments raised by

both Veterans4You and the Amicus Curiae. Opening Br. 15-17; Kingdomware Br. 4-10. The Government merely makes the conclusory statement that "[a]s the 'imprinting,' 'letterpress,' and 'embossing' categories of the JCP [Joint Committee on Printing] regulations illustrate, the VA's requirement here for imprinting and printing falls under the printing statute." U.S. Br. 35. Again, the definition of what constitutes "printing" under this statute should require an examination of the dominant or primary purpose of the procurement, which in this case is gunlocks not printing. The gunlocks are also by far the most expensive component of the finished item sought to be procured.

The Government's statement that "Veterans4You makes no serious effort to challenge the trial court's factual conclusion that the printing and imprinting here constitute 'printing'" ignores Veterans4You's arguments that a gunlock and keys are not printing. Opening Br. 15-17. Furthermore, the Government wrongfully construes the amicus brief to narrowly stand for the proposition that only "formal" printed publications fall under the GPO printing mandate. U.S. Br. 34.

Tellingly, the Government offers no standard on when a procurement that bundles printing and nonprinting requirements should qualify as printing. Instead, it states in conclusory fashion that as the "'imprinting,' 'letterpress,' and 'embossing' categories of printing in the JCP regulations illustrate, the VA's requirement here for imprinting and printing falls under the printing statute." U.S.

Br. 35. To the contrary, as the definitions provided in the amicus brief demonstrate, a cable or gun lock and metal keys do not fall within these printing terms. Kingdomware Br. 4-10.

Further, the Government oddly states that "the question with the GPO printing statute is not whether the printing is 'formal' as the amicus argues, but whether the printing is 'for' the Government." U.S. Br. 35. The amicus does not limit its arguments to "formal" printing. *See* Kingdomware Br. 6. Rather, just because a procurement involves printing *for* the government, this does not mean, *ipso facto*, that every bundled procurement (printing and nonprinting) falls within GPO's printing mandate.

Contrary to the Government's position, the assignment of NAICS codes is highly relevant. It demonstrates how the VA should have labeled this procurement at the outset. As noted in Veterans4You's opening brief, a procuring agency must select a NAICS code that describes the principal purpose of the product or supply being acquired. 13 C.F.R. § 121.402(b). Opening Br. 17-18. The agency must give primary consideration to the industry descriptions in the U.S. NAICS manual, the relative value and importance of the components of the procurement making up the end item being procured, and the function of the goods or services being purchased. A procurement is usually classified according to the component with the highest percentage of the contract value. *See* 13 C.F.R. § 121.402(b). Had the

VA done a proper NAICS code analysis, this would have resulted in this procurement *not* being categorized as "printing."[1] As such, this procurement never would have gone to the GPO. Instead, the VA had the GPO procure the gunlocks for them. The GPO then assigned the procurement one of the four printing codes available under NAICS Subsection 323 of the NAICS Code Manual (Printing and Other Related Activities).

The Government further argues that Veterans4You "misunderstands" the trial court's opinion with respect to whether the cable lock qualifies as a "substrate" under the Printing Procurement Regulations. U.S. Br. 37; Appx233 (PPR § VIII-6(a)). While the trial court noted that "the gunlocks to be procured by the GPO are not related to printing," it found that "imprinted gun locks . . . fall within the printing mandate." Appx13. Veterans4You's argument, which is not addressed in the Government's brief, is that the gunlocks and the keys are not a "substrate" for printing under the PPR definitions, and as such, do not fall within GPO's printing mandate. Opening Br. 19-20. Otherwise, any product with printing on it would qualify as "substrate" subject to the printing mandate. Gunlocks and the printing elements of this procurement should be examined individually to

[1] This is also keeping in mind that the extent of the process by either the VA or the GPO in categorizing this procurement as "printing" was the VA's submission of Form SF-1 to the GPO, where the VA requested the GPO to conduct the procurement. The record is devoid of any analysis by either agency in analyzing this procurement as invoking the printing mandate.

determine whether the procurement is predominantly a printing one.

B. Allowing the Decision to Stand Would Have Serious Adverse Effects

The Government glosses over the consequences of its position, which are discussed in Veterans4You's brief. Opening Br. 24-26. Also, the Government misconstrues Veterans4You's's position in complaining that Veterans4You is proposing a "less efficient, multi-faceted procurement process" where the VA would need to separately procure printing work from the GPO, and nonprinting work from an outside vendor. U.S. Br. 38 (emphasis omitted). The key question here is what qualifies as "printing" when a solicitation bundles both printing and clearly non-printing components. If the end product does not qualify as "printing," the VA would not be required to utilize the GPO for *any* element (to include minor elements of printing). Moreover, if the VA was required to separate the procurement of the gunlocks and the wallet cards, nothing in the record explains why this was problematic. Opening Br. 26-27; U.S. Br. 38; Appx 58-59. The contracting officer simply stated the VA had previous "difficulty" procuring the items separately. Appx58. The record is devoid of further description. This is not enough to allow the VA to shift this procurement to the GPO.

Lastly, given the extremely broad application of the printing mandate applied by the trial court, allowing the decision to stand will allow the VBA's provisions to be circumvented any time a procurement involves a supply with a

minor element of printing. This issue is ignored in the Government's brief.

C. The Constitutional Implications of the Trial Court's Decision Are Properly Before the Court

The Government argues that Veterans4You waived any constitutional challenges to the printing mandate because it did not raise this argument before the trial court below. This position is groundless for several reasons. First of all, Veterans4You has argued against application of the printing mandate from the outset, and "appeals courts may entertain additional support that a party provides for a proposition presented below." *Eastman Kodak Co. v. STWB, Inc*., 452 F.3d 215, 221 (2d Cir. 2006); *see also Yee v. City of Escondido*, 503 U.S. 519, 534 (1992) ("Once a federal claim is properly presented, a party can make any argument in support of that claim; parties are not limited to the precise arguments they made below."); *Lebron v. Nat'l R.R. Passenger Corp.*, 513 U.S. 374, 379 (1995) (same) *Gallenstein v. United States*, 975 F.2d 286, 290 n.4 (6th Cir. 1992) ("This argument mistakes the failure to raise a *claim* below with the failure to make an *argument* in support of that claim."). Against these standards, the constitutional arguments made on appeal, which invoke the doctrine of constitutional avoidance, all support the gravamen of Veterans4You's argument below, *i.e.* that the VA cannot circumvent its statutory mandate to provide veterans preferred standing in VA procurements by referring the gunlock procurement to the GPO.

Even if there was a waiver (which there was not), this court has discretion to decide this important issue. *Exxon Shipping Co. v. Baker*, 554 U.S. 471, 487 (2008) ("when to deviate from this rule … [is] a matter 'left primarily to the discretion of the courts of appeals, to be exercised on the facts of individual cases[.]'") (internal citation omitted). This Court has said, "there is no 'general rule' for when we exercise our discretion to reach waived issues, we have done so where, among other factors, 'the issue has been fully briefed by the parties.'" *Ericsson Inc. v. TCL Commc'n Tech. Holdings Ltd.*, 955 F.3d 1317, 1322 (Fed. Cir. 2020) (internal citation omitted); *see also Automated Merch. Sys., Inc. v. Lee*, 782 F.3d 1376, 1379-80 (Fed. Cir. 2015) ("A circuit court will disregard the rule of waiver in compelling circumstances, particularly if the issue has been fully briefed, if the issue is a matter of law or the record is complete, if there will be no prejudice to any party, and if no purpose is served by remand" (internal quotations and alterations omitted)). Here, the constitutional avoidance argument has been fully briefed and is a question of law.

It is noteworthy that the Government's arguments regarding agency compliance with the printing mandate do not address the core question of constitutionality as raised by Veterans4You. The Government reasons that because the FAR Council: (1) promulgated FAR 8.802(a), which parrots the language of the 44 U.S.C. § 501; and (2) proposed a rule to remedy the constitutional concerns

with the printing mandate, but never enacted a final rule, there is "no constitutional separation of powers concern here." U.S. Br. 44. Just because the FAR Council did not promulgate a final rule directing agencies to ignore the printing mandate does not demonstrate that the mandate is constitutional. There are any number of reasons why a final rule may not be enacted.

Further, the Government's argument that the 2002 GAO letter to Senator Byrd somehow supports its proposition ignores the following statement therein:

> We start with the recognition that it is neither our role nor our province to opine on or adjudicate the constitutionality of legislation passed by Congress and signed by the President. B-215863, July 26, 1984; B-248111.2, Apr. 15, 1993. Such laws come to us with a heavy presumption in favor of their constitutionality. Like the courts, we construe statutes narrowly to avoid constitutional issues. *INS v. St. Cyr*, 533 U.S. 289, 299 n. 12 (2001). Given our authority to settle and audit the accounts of the government, 31 U.S.C. §§ 3526, 3523, 712, we will apply the laws as we find them absent a controlling judicial opinion that such laws are unconstitutional.

Letter to Hon. Robert Byrd, B-300192, 2002 WL 31521399 (Comp. Gen. Nov. 13, 2002).

As the above language indicates, the letter does not represent the GAO's view on the constitutionality of the printing mandate. Rather, the letter *assumes* the mandate is constitutional and from that assumption directs agencies to follow its guidance.

Lastly, the Government's argument citing "ambiguity about the repercussions for an Antideficiency Act violation" does not address whether the

printing mandate is constitutional. U.S. Br. 46. The Government also fails to consider that FAR Part 8 does not control when in conflict with § 8127(d). *PDS Consultants, Inc. v. United States*, 907 F.3d 1345, 1360 (Fed. Cir. 2018). Where Congress directs the VA *by statute* to limit competition to veteran-owned small businesses via the VBA, agencies cannot rely on other *regulations* to steer contracts elsewhere.

In general, Veterans4You reiterates and affirms its constitutionality arguments as set forth in its opening brief, which the Government ignores in substance.

II. THE TRIAL COURT INCORRECTLY DETERMINED THAT THE VA HAD COMPLIED WITH ITS REQUIREMENTS UNDER THE VBA

A. Under Basic Canons of Statutory Construction, the VA Does Not Comply with Its Obligations Under the VBA When the Assignment of an Acquisition to Another Agency Renders the Veteran Preference Meaningless

The Government's arguments regarding the application of the VBA to VA acquisitions conducted via other agencies ignore the overriding point made in Veterans4You's opening brief. The trial court's decision enables the VA to avoid the veteran preference of the VBA by routing acquisitions through other agencies despite knowing they cannot accommodate a set-aside or otherwise serve the spirit of the statute. Given that the VA is uniquely tasked with protecting the veteran preference, this cannot be what the statute intended.

Here, in reviewing the text of 38 U.S.C. § 8127(d), the trial court found that the veteran "preference applies only when the VA Secretary and the VA Contracting Officer are conducting a procurement on behalf of the Agency." Appx15. The Government distinguishes, as did the trial court, this situation from that of *Kingdomware Technologies, Inc. v. United States*, 136 S. Ct. 1969 (2016) and *PDS Consultants, Inc.*, which involved acquisitions conducted directly by the VA. Appx15; U.S. Br. 18-19.[2] The Government then concludes that because this was a non-VA procurement, the VA fulfilled its obligation under the VBA simply by including the language required by 38 U.S.C. § 8127(i), despite the effect.

The point raised in Veterans4You's brief, however, is that this provision is rendered meaningless if the other agency has no means to comply with the VBA's requirements (with the Rule of Two being the heart of such requirements). It is a basic canon of statutory construction that in interpreting a statute, courts should "look to the particular statutory language at issue, as well as the language and design of the statute as a whole" in order to ascertain a statute's "plain meaning." *K Mart Corp. v Cartier, Inc*., 486 U.S. 281, 291 (1988). While the Government

[2] Curiously, the Government states that "Veterans4You does not address the trial court's analysis of *PDS* and *Kingdomware* . . . thus waiv[ing] any challenge to that analysis." U.S. Br. 19 n.8. This ignores the analysis at pages 29-31 of Veterans4You's opening brief, which discusses the VA's obligation to implement the Veterans Benefits Act and the application of that requirement to non-VA acquisitions.

points to 38 U.S.C. § 8127(i) as containing "compromise language" ("to the maximum extent feasible" versus requiring compliance with the Rule of Two), U.S. Br. 22, the legislative history offers no further insight. The degree of flexibility offered by the "maximum extent feasible" requirement cannot reasonably be construed as enabling the VA to conduct an acquisition via another agency when the effect is that the spirit of the VA will not be ignored. Nowhere is that addressed in the legislative history.

B. The Application of the Printing Mandate Creates a Conflict with the VA's Requirements Under the VBA

This appeal questions whether the VA was *authorized* to obtain the gunlocks via the GPO, particularly since the printing elements are the non-dominant feature of the finished product. As pointed out in Veterans4You's opening brief and its arguments made at the trial court, the printing mandate and the Rule of Two clearly conflict because adhering to (or invoking) the printing mandate results in the Rule of Two (the heart of the VBA) being ignored due to the GPO's statutory obligation to engage in "full and open competition." *See* Opening Br. 32-33. As such, it is unreasonable for the VA to have routed this acquisition through the GPO when it was not *required* to do so and it was aware that the VBA would not be followed.

Contrary to executive agencies, the GPO is unique in not having a mechanism by which to apply a set-aside preference. As a legislative agency, GPO is not even subject to the Small Business Act. Nonetheless, the VA allowed the

GPO to procure gunlocks by referring to the "printing" aspect even though it is not the principal purpose of the procurement. This clearly ignores the overriding purpose of the VBA and the VA's mandate to our veterans; as such, it is in fact unlawful.

Correlatively, the Government's distinction between the VA's requirements as set forth at 38 U.S.C. § 8127(d) (when conducting its own procurement) and 38 U.S.C. § 8127(i) is a misplaced. Because the VA had a *choice* as to whether it should obtain the items itself or through the GPO, the policies underlying the VBA required it to forgo using the GPO given its inability to accommodate set-aside requests. It is the VA's unique duty to fulfill the purpose of the VBA, and its failure to procure the gunlocks itself and in protection of the veteran preference is "arbitrary, capricious, … or otherwise not in accordance with law." 5 U.S.C. § 706(2)(A). Accordingly, the trial court erred in finding otherwise.

Even if the printing mandate was properly triggered, this creates a conflict. Specifically, it conflicts with 38 U.S.C. § 8127(i), which requires the VA to take specific actions to protect the veteran preference when acquiring services or goods via another agency. Clearly, this is not done if conducting an acquisition via another agency results in the Rule of Two and other procedures not being followed. Even if the GPO took all reasonable efforts within its power to accommodate the VA's request to adhere to the VBA, the reality is that the GPO

has no set-aside procedures and is required to conduct full and open competition for its procurements. As the Government does not dispute, at best GPO can only alert veteran companies to the existence of an opportunity. It cannot set aside the opportunity even if confirmed that the Rule of Two is met. This renders the protection of the veteran preference meaningless.

Last, the Government does not seriously address the arguments raised by Veterans4You or in the amicus brief that the trial court's decision will allow the VA to avoid the Rule of Two in almost all procurements going forward, since almost any product has some minor printing element. Opening Br. 24-26; Kingdomware Br. 18-21.

For these reasons, the trial court erred with respect to its application of the *Kingdomware* mandate to this procurement.

CONCLUSION

For these reasons, Veterans4You respectfully requests that the Court reverse the trial court's judgment that the VA had adhered to the requirements of the VBA in requesting the GPO to conduct this procurement, and that the printing mandate of 44 U.S.C. § 501 applied to suicide gunlocks for veterans because they contained a minor printing element.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that, on this 8th day of June, 2020, I filed the foregoing Reply Brief for Plaintiff-Appellant Veterans4You, Inc. with the Clerk of the United States Court of Appeals for the Federal Circuit via the CM/ECF system, which will send notice of such filing to all registered CM/ECF users.

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CERTIFICATE OF COMPLIANCE

Pursuant to Fed. R. App. P. 32(g), the undersigned hereby certifies that this brief complies with the type-volume limitation of Federal Circuit Rule 32(a).

1. Exclusive of the exempted portions of the brief, as provided in Fed. R. App. P. 32(f) and Fed. Cir. R. 32(b), the brief contains 4,109 words.

2. The brief has been prepared in proportionally spaced typeface using Microsoft Word 2016 in 14-point Times New Roman font. As permitted by Fed. R. App. P. 32(g), the undersigned has relied upon the word count feature of this word processing system in preparing this certificate.

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