In the Supreme Court of the State of California

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff and Respondent,

v.

WILLIAM STAMPS,

Defendant and Appellant.

Case No. S255843

First Appellate District, Division Four, Case No. A154091
Alameda County Superior Court, Case No. 17CR010629
The Honorable James P. Cramer, Judge

RESPONDENT'S REPLY BRIEF ON THE MERITS

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INTRODUCTION

Appellant's failure to obtain a certificate of probable cause pursuant to Penal Code section 1237.5[1] and California Rules of Court, rule 8.304(b)[2] compels dismissal of his appeal challenging his nine-year stipulated sentence.

Appellant, however, contends that the Court of Appeal correctly found that no certificate was required because the Legislature intended to give him the benefit of Senate Bill No. 1393 (2017-2018 Reg. Sess.) (SB 1393) and thus the opportunity to have the trial court exercise its discretion to potentially strike his prior serious felony enhancement, which comprises over half of his stipulated sentence. He asserts, therefore, that his claim seeking to obtain the benefit of the new legislation on appeal is not a challenge to the validity of his plea. According to appellant, the Legislature's intent to grant him this opportunity for resentencing may be inferred from SB 1393's history and from recently enacted Assembly Bill No. 1618 (2019-2020 Reg. Sess.) (AB 1618), which makes waiver pursuant to a plea agreement of any unknown benefits of future retroactive changes in the law void as against public policy.

Appellant's contention lacks merit. His claim does not fall within a recognized exception to the certificate requirement, nor does it warrant creation of a new one. By seeking to reduce his stipulated sentence, he attacks the validity of his plea. Thus, under this Court's precedents, he may not pursue his appeal without a certificate of probable cause. (*People v. Panizzon* (1996) 13 Cal.4th 68, 76 ["It has long been established that issues going to the validity of a plea require compliance with section 1237.5"].) Moreover, neither SB 1393 nor AB 1618 evinces a legislative intent to

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[1] Further undesignated statutory references are to the Penal Code.

[2] Further rule references are to the California Rules of Court.

overthrow long-established principles of law regarding the certificate requirement and the trial court's role vis-à-vis plea agreements.

Because appellant did not obtain a certificate of probable cause in accordance with the requirements of section 1237.5, the Court of Appeal erred in failing to dismiss his appeal. (*People v. Mendez* (1999) 19 Cal.4th 1084, 1096, 1099.)[3]

ARGUMENT

A CERTIFICATE OF PROBABLE CAUSE IS REQUIRED TO CHALLENGE A STIPULATED SENTENCE ON APPEAL

A. By Seeking to Reduce His Stipulated Sentence, Appellant Challenges the Validity of His Plea

This Court has consistently reaffirmed *Panizzon*'s holding that a defendant's challenge to "the very sentence to which he agreed as part of the plea . . . requires compliance with the probable cause certificate requirements of section 1237.5." (*Panizzon*, *supra*, 13 Cal.4th at p. 73; see e.g., *People v. Johnson* (2009) 47 Cal.4th 668, 678-679 [citing *Panizzon* for the proposition that "an agreed-upon aspect of the sentence cannot be challenged without undermining the plea agreement itself"]; *People v. Cuevas* (2008) 44 Cal.4th 374, 381 [declaring *Panizzon* "our seminal decision clarifying the scope of section 1237.5"]; *People v. French* (2008) 43 Cal.4th 36, 43-44; *People v. Shelton* (2006) 37 Cal.4th 759, 766; *People v. Buttram* (2003) 30 Cal.4th 773, 784-785; *In re Chavez* (2003) 30 Cal.4th 643, 650, fn. 3; *People v. Lloyd* (1998) 17 Cal.4th 658, 665.)

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[3] In his Answer Brief on the Merits (ABM), appellant argues that respondent "belatedly claim[ed]" in its opening brief that appellant waived his right to appeal his stipulated sentence. (See ABM 55-59, citing Respondent's Opening Brief on the Merits 11, fn. 3 (OBM).) The footnote to which appellant refers was merely observational. Respondent did not present the waiver issue to the Court of Appeal below and does not seek to have the issue decided here.

Nonetheless, like the defendant in *Panizzon*, appellant "purports not to contest the validity of the negotiated plea," even though "he is in fact challenging the very sentence to which he agreed as part of the plea" (*Panizzon*, *supra*, 13 Cal.4th at p. 73). (ABM 26.) To the extent appellant argues that his claim falls within the certificate exception for "[g]rounds that arose after entry of the plea and do not affect the plea's validity" (rule 8.304(b)(4)(B)), his claim—that an event occurring after the imposition of his stipulated sentence has altered the legality of that sentence—is precisely the one that *Panizzon* held required a certificate of probable cause.

In *Panizzon*, the defendant challenged his stipulated sentence on the basis that it was unconstitutionally disproportionate. He sought to avoid the certificate requirement by arguing that his claim was "based on events that occurred *after* the no contest plea was entered." (*Panizzon*, *supra*, 13 Cal.4th at p. 78, fn. omitted.) Rejecting that argument, this Court explained "that the events supposedly giving rise to defendant's disproportionality claim occurred [after the plea] . . . is of no consequence. Rather, 'the crucial issue is *what* the defendant is challenging.' [Citation.]" (*Ibid.*) Because "the sentence defendant received was part and parcel of the plea agreement he negotiated with the People," his claim that the sentence was cruel and unusual fell "squarely within the parameters of a challenge to the plea." (*Ibid.*)

Likewise, here, appellant's nine-year prison term was "part and parcel" of his plea bargain. Therefore, his claim that the enactment of SB 1393 gives him an opportunity to reduce that sentence constitutes "a challenge to the plea" requiring a certificate of probable cause. (*Panizzon*, *supra*, 13 Cal.4th at p. 78, fn. omitted.)

In appellant's view, however, because the Legislature intended defendants serving stipulated sentences to benefit from SB 1393, he is not attacking the validity of his plea by seeking to obtain that benefit on appeal.

Instead, he is seeking to *enforce* his plea bargain, which incorporates the new law pursuant to this Court's decisions in *Doe v. Harris* (2013) 57 Cal.4th 64 (*Doe*) and *Harris v. Superior Court* (2016) 1 Cal.5th 984 (*Harris*). (See ABM 26.) Appellant's reasoning is flawed in several respects.

First, although no certificate of probable cause is required for claims that an imposed sentence *violated* a plea agreement (*Johnson, supra*, 47 Cal.4th at p. 679, fn. 5), a plea agreement is not violated just because a change in the law advantages one party (see *Doe, supra*, 57 Cal.4th at p. 73; *Harris, supra*, 1 Cal.5th at p. 989).[4] Second, appellant's position undermines decisions by this Court holding that section 1237.5 and rule 8.304(b) do not base the certificate requirement upon the merit of an appeal. (See *Buttram, supra*, 30 Cal.4th at p. 790.) Under appellant's reasoning, whether a defendant's claim that he is entitled to benefit from a new law constitutes an attack on the validity of his plea depends on whether the defendant is entitled to benefit from the new law. In other words, determination of whether the claim requires a certificate requires resolution of the claim itself. This approach erroneously makes a determination of the merits, rather than a determination of appellate jurisdiction, the threshold issue.

Whether a challenge to a sentence is *in substance* a challenge to the validity of the plea, however, "requires us to determine if the facts support a challenge to the sentence imposed rather than to validity of the guilty plea, *without determining the merits of the appeal itself.*" (*People v. McNight* (1985) 171 Cal.App.3d 620, 624, italics added, citing *People v.*

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[4] As discussed further below (see p. 18), it is *appellant* who seeks to have the plea agreement violated by asking the trial court to strike the prior serious felony enhancement while leaving the rest of his negotiated plea intact. (See *People v. Segura* (2008) 44 Cal.4th 921, 931.)

Ribero (1971) 4 Cal.3d 55, 62-64.) Thus, without determining the merits of the defendant's constitutional claim, *Panizzon* found that the defendant's challenge to his negotiated sentence was, "in substance, a challenge to the validity of the plea." (*Panizzon*, *supra*, 13 Cal.4th at p. 73; see also *id.* at pp. 77-78 [citing *McNight* with approval].) When a defendant agrees to a specific sentence, the validity of that sentence is not in contention at the sentencing hearing; therefore, the sentence "cannot be challenged without undermining the plea agreement itself." (*Johnson*, *supra*, 47 Cal.4th at p. 678.)

Finally, in support of his argument that seeking to avail himself of SB 1393 "does not constitute an attack upon the validity of the plea such that a certificate is required," appellant cites authority "holding that a certificate of probable cause is not required where a trial court does not understand its sentencing discretion." (ABM 33.) However, none of the cases cited—*Lloyd*, *supra*, 17 Cal.4th 658, *French*, *supra*, 43 Cal.4th 36, and *People v. Miller* (2006) 145 Cal.App.4th 206—involved plea agreements with stipulated sentences. Rather, the pleas in those cases called for an exercise of judicial sentencing discretion. Respondent does not dispute that, generally, no certificate is required for claims based on errors that "occurred in the subsequent adversary hearings conducted by the trial court for the purpose of determining the degree of the crime and the penalty to be imposed." (*People v. Ward* (1967) 66 Cal.2d 571, 574.) But where, as here, "a separate adversary hearing [was] unnecessary . . . in order to determine the proper penalty to be imposed," a certificate was required. (*Panizzon, supra,* 13 Cal.4th at p. 79.)

The validity-of-the-plea issue is "complicated." (*Buttram*, *supra*, 30 Cal.4th at p. 794 (conc. opn. of Baxter, J.).) Appellant's approach to the certificate requirement, making a determination of legislative intent necessary to answer the validity-of-the-plea question, would further

complicate the issue and should be rejected in favor of the established rule that "a challenge to a negotiated sentence imposed as part of a plea bargain is properly viewed as a challenge to the validity of the plea itself." (*Panizzon, supra*, 13 Cal.4th at p. 79.) Because appellant agreed to a sentence of nine years, "it was incumbent upon [him] to seek and obtain a probable cause certificate in order to attack the sentence on appeal." (*Ibid.*) "Absent a certificate of probable cause, the Court of Appeal could not entertain [appellant's] sentence challenge, which was the only issue [he] raised on appeal, and it had no alternative but to dismiss the appeal." (*Shelton, supra*, 37 Cal.4th at p. 769.)

B. Senate Bill No. 1393 Does Not Warrant the Creation of a New Exception to the Certificate of Probable Cause Requirement

Despite section 1237.5's broad language, "it is settled that two types of issues may be raised in a guilty or nolo contendere plea appeal without issuance of a certificate." (*Panizzon, supra*, 13 Cal.4th at p. 74.) The two exceptions are embodied in rule 8.304(b)(4), which provides that a defendant must apply for and obtain a certificate unless "the notice of appeal states that the appeal is based on: [¶] (A) the denial of a motion to suppress evidence under Penal Code section 1538.5, or [¶] (B) grounds that arose after entry of the plea and do not affect the plea's validity." This Court has rejected past attempts to create other exceptions. In *Johnson, supra*, 47 Cal.4th 668, for example, the defendant argued that there should be an exception to the certificate requirement for his claim that trial counsel rendered ineffective assistance by making "no attempt" to support his motion to withdraw his plea. (*Id.* at p. 675.) Though, at the time, it was established that a "defendant must obtain a certificate of probable cause in order to appeal from the denial of a motion to withdraw a guilty plea" (*id.* at p. 679), defendant argued that a different rule should apply to his claim

because it did not directly challenge the trial court's ruling on his motion to withdraw the plea; rather, defendant sought a remand for a new hearing on that motion (*id.* at p. 680). Defendant's proposed rule "require[d] courts to draw a distinction between appeals that challenge directly the *merits* of a trial court's ruling on a motion to withdraw the plea . . . and appeals that allege defects in the *proceedings* involved in the motion to withdraw the plea . . . ." (*Id.* at p. 681.) "[A]ppeals of the former type would require a certificate because they could result in an appellate decision requiring that the motion to withdraw the plea be granted, whereas claims of the latter type would not require a certificate because they would result only in a remand to the trial court for further proceedings on the motion to withdraw the plea." (*Ibid.*)

This Court rejected defendant's proposed exception because it (1) found "no support in the language of the statute"; (2) would undermine section 1237.5's purpose as well as this Court's precedent; and (3) "would complicate the process for determining whether a certificate is required or warranted, to the detriment of a defendant's right to appeal." (*Johnson, supra*, 47 Cal.4th at pp. 681-682.) With regard to the third reason, this Court explained: "A defendant seeking to appeal after denial of a motion to withdraw would have to closely examine the potential appellate issues to determine whether the appropriate remedy for each would be a remand for further proceedings or a reversal of the trial court's ruling. If the defendant erred in assessing the appropriate remedy and pursued the appeal without seeking a certificate, the appeal ultimately would be dismissed. [Citation.] If the trial court failed to issue a certificate based upon its erroneous conclusion that the issues raised by the defendant did not require one, an appeal could proceed only on the non-certificate issues." (*Id.* at pp. 682-683.) "On the other hand," this Court explained, "requiring a certificate for all issues related to a motion to withdraw a plea would reduce the

likelihood that the opportunity to appeal might be lost due to erroneous failures (by the court or by counsel) to correctly determine which issues require a certificate." (*Id.* at p. 683.)

Similar concerns apply to an exception for claims seeking the benefit of a new sentencing law, like SB 1393. Appellant does not dispute that under *Doe*, *supra*, 57 Cal.4th 64 and *Harris*, *supra*, 1 Cal.5th 984, the general rule that plea agreements incorporate subsequent changes in the law pertains only to changes the Legislature (or electorate) "'*intended to apply to*'" the parties to plea agreements. (See *Harris*, at p. 991, quoting *Doe*, at p. 66.) Thus, the applicability of an exception for claims seeking the benefit of a new sentencing law would depend on whether the enacting body intended the new law to benefit someone in the defendant's position. That means that the defendant, before pursuing his appeal, would have to engage in statutory interpretation and correctly ascertain the legislative intent behind the new law in order to determine whether a certificate were required for his appeal. Such a rule would further "complicate the process for determining whether a certificate is required or warranted," thereby increasing the likelihood that "either the defendant errs in failing to seek a certificate or the trial court errs in refusing to issue one." (*Johnson*, *supra*, 47 Cal.4th at p. 682.)

An exception to the certificate requirement for claims seeking the benefit of a new sentencing law also "finds no support in the language of" section 1237.5. (*Johnson*, *supra*, 47 Cal.4th at p. 681.) Nor is there anything in the statutes amended by SB 1393 (sections 667 and 1385) from which we can infer that "the ordinary rule [regarding challenges to stipulated sentences] does not apply when the challenge is based on a retroactive change in the law." (*People v. Stamps* (2019) 34 Cal.App.5th 117, 121, review granted and further action deferred June 12, 2019, S255843.) An appellate court's job is not to rewrite a statute to conform to

an assumed intent that does not appear from the statute's language; accordingly, an intent to dispense with the certificate requirement should not be inferred from the statutes involved here. (See *Doe v. City of Los Angeles* (2007) 42 Cal.4th 532, 545.)

Moreover, an exception to the certificate requirement for claims based on a retroactive change in the law would undermine both this Court's holding in *Mendez*, *supra*, 19 Cal.4th 1084, that the certificate requirement "should be applied in a strict manner" (*id.* at p. 1098), and its holding in *Panizzon*, *supra*, 13 Cal.4th 68, that the requirement applies to appeals from stipulated sentences (*id.* at p. 73). (See *Johnson*, *supra*, 47 Cal.4th at p. 682 [refusing to adopt rule that would undermine its prior holding in *Ribero*, *supra*, 4 Cal.3d 55].) Such an exception would also undermine "section 1237.5's purpose of avoiding the cost of frivolous appeals" (*Johnson*, at p. 682), particularly in the context of SB 1393. If, as respondent contends, the Legislature did not intend SB 1393 to benefit defendants who agreed to specific sentences as a term of their plea agreements, the intended gatekeeping function of the certificate requirement will only be fulfilled if the requirement is imposed. On the other hand, if appellant is correct that SB 1393 is incorporated into such plea agreements, application of the certificate requirement "will weed out appeals in which the trial court is not inclined to exercise its discretion to strike [the] enhancement." (*People v. Fox* (2019) 34 Cal.App.5th 1124, 1139, review granted and further action deferred July 31, 2019, S256298.)

Finally, dispensing with the certificate requirement for claims seeking the benefit of SB 1393 would lead to uneven treatment between defendants who were sentenced before the law's effective date and those who were sentenced after that date. Appellant does not dispute that a defendant who agreed to a stipulated sentence after SB 1393 took effect must obtain a certificate of probable cause in order to challenge that sentence on direct

appeal. Hence, appellant's construction of the certificate requirement means that even though a certificate is mandated for attacks on plea agreements reached after the effective date of SB 1393, no certificate would be needed for attacks on plea agreements reached before the law was adopted. The certificate requirement, however, should not "be read to authorize more beneficial treatment under [SB 1393] for defendants who were sentenced before [its effective date] and whose judgments happened to be nonfinal on that date, than it does for defendants sentenced after that date." (See *Fox*, *supra*, 34 Cal.App.5th at p. 1137; see also *In re Greg F.* (2012) 55 Cal.4th 393, 406 [we "'avoid a construction that would produce absurd consequences, which we presume the Legislature did not intend'"].)

When it comes to the certificate requirement, it is important "to have clear, easy to apply rules, not rules that turn on esoteric determinations." (*Lloyd*, *supra*, 17 Cal.4th at p. 669 (dis. opn. of Brown, J.).) Here, fortunately, the rules governing the application of the certificate requirement to appeals that challenge sentences following a plea are clear: "[A]n appeal following conviction on a guilty or no-contest plea must be dismissed absent a certificate 'if, *in substance*, it challenges the validity of the plea. [Citation.] *It does so if the sentence was part of a plea bargain.* [Citation.] *It does not if it was not . . . .*'" (*Buttram*, *supra*, 30 Cal.4th at pp. 784-785, second and third italics added.) Maintaining those rules, even for appeals based on new sentencing laws, keeps them "easy to apply." (*Lloyd*, at p. 669 (dis. opn. of Brown, J.).) Applied here, appellant's sentence was part of his plea bargain. His challenge to that sentence, therefore, is a challenge to the validity of his plea, and his appeal "must be dismissed absent a certificate." (*Buttram*, at p. 785.)

C. Senate Bill No. 1393 Does Not Empower Trial Courts to Violate the Terms of a Negotiated Plea

1. The *Estrada* rule does not require a conclusion that the Legislature intended to override longstanding principles of law

Appellant correctly observes that "the Legislature has the authority to retroactively modify or invalidate the terms of a plea agreement in furtherance of public policy and the public good . . . ." (ABM 26.) Thus, for example, the Legislature (or the electorate) can retroactively require that a sex offender's information be made public (as in *Doe*, *supra*, 57 Cal.4th 64) or that a defendant's felony conviction be reduced to a misdemeanor (as in *Harris*, *supra*, 1 Cal.5th 984) without permitting the parties to withdraw from their plea agreement. Appellant is also correct that SB 1393's amendments to sections 667 and 1385 apply retroactively to nonfinal judgments under *In re Estrada* (1965) 63 Cal.2d 740. (ABM 26.) Appellant is incorrect, however, that the decisions in *Doe*, *Harris*, and *Estrada* compel the conclusion that the Legislature intended to revive individualized judicial sentencing discretion foreclosed by a plea agreement. (See ABM 26-36.)

Importantly, neither *Doe* nor *Harris* had occasion to consider the *Estrada* rule. In *Estrada*, the legislative intent question was: "[D]id the Legislature intend the old or new statute to apply?" (*Estrada*, *supra*, 63 Cal.2d at p. 744.) "In other words, the issue was whether the governing law at the time of the crime or a subsequent change in the governing law applied when sentencing the defendant, and it was taken for granted that the defendant was entitled to the lesser punishment under the new law if it did apply." (*Fox*, *supra*, 34 Cal.App.5th at p. 1136.)

Pursuant to *Estrada*, amended sections 667 and 1385 prevail over the versions that governed at the time of appellant's crimes. *Whether* amended

sections 667 and 1385 apply, however, is not the same question as *how* they apply. Appellant essentially contends that because amended sections 667 and 1385 "apply" to his case—i.e., govern his case—he is entitled to have the trial court exercise its discretion to strike his serious felony enhancement. By that logic, a defendant who agreed to a specific term for a serious felony enhancement after SB 1393 took effect "and is sentenced *today* would be entitled to have the trial court exercise its discretion to strike the enhancement, violating the plea agreement, because the statutory amendments undoubtedly now 'apply' any time a defendant is sentenced." (*Fox, supra*, 34 Cal.App.5th at p. 1137.) That result cannot be right.

Moreover, "[w]e do not presume that the Legislature intends, when it enacts a statute, to overthrow long-established principles of law unless such intention is clearly expressed or necessarily implied." (*People v. Superior Court (Zamudio)* (2000) 23 Cal.4th 183, 199; *Lopez v. Sony Electronics, Inc.* (2018) 5 Cal.5th 627, 637; *Brodie v. Workers' Comp. Appeals Bd.* (2007) 40 Cal.4th 1313, 1325.) "Rather, we must assume that, when enacting [the new law], the Legislature was aware of existing related laws and intended to maintain a consistent body of rules. [Citation.]" (*Zamudio*, at p. 199; see also *Sony Electronics*, at p. 639.)

Section 1192.5 provides that "[w]here the plea is accepted by the prosecuting attorney in open court and is approved by the court, . . . the court may not proceed as to the plea other than as specified in the plea." (§ 1192.5.) Additionally, this Court has long held that "[a]lthough a plea agreement does not divest the court of its inherent sentencing discretion, 'a judge who has accepted a plea bargain is bound to impose a sentence within the limits of that bargain. [Citation.] "A plea agreement is, in essence, a contract between the defendant and the prosecutor to which the court consents to be bound." [Citation.] Should the court consider the plea bargain to be unacceptable, its remedy is to reject it, not to violate it,

directly or indirectly. [Citation.] Once the court has accepted the terms of the negotiated plea, "[it] lacks jurisdiction to alter the terms of a plea bargain so that it becomes more favorable to a defendant unless, of course, the parties agree." [Citation.]' [Citations.]" (*Segura*, *supra*, 44 Cal.4th at p. 931.)

A legislative intent to "overthrow" these longstanding principles of plea negotiation is not "clearly expressed" by SB 1393, nor is one "necessarily implied." (*Zamudio*, *supra*, 23 Cal.4th at p. 199.) "There is nothing in the language or legislative history of Senate Bill 1393 that suggests the Legislature intended to grant trial courts discretion to reduce stipulated sentences to which the prosecution and defense have already agreed in exchange for other promises. Neither the words of the statute itself nor the legislative history reference plea bargaining, nor do they express an intent to overrule existing law that once the parties agree to a specific sentence, the trial court is without power to change it unilaterally." (*People v. Galindo* (2019) 35 Cal.App.5th 658, 671, review granted and further action deferred Aug. 28, 2019, S256568.) Appellant's interpretation of SB 1393, and the Court of Appeal's below, "give trial judges a power they have never had, making them active players in plea negotiations." (*People v. Wilson* (2019) 42 Cal.App.5th 408, 413.) Because SB 1393 is silent regarding the trial court's power to modify the terms of a negotiated plea, it must be presumed that the Legislature did not intend to depart from the established rules regarding the court's role vis-à-vis plea bargains. "Stated otherwise, nothing in Senate Bill No. 1393 indicates a legislative intent to change the very nature of negotiated pleas." (*Id.* at p. 414.)

Nonetheless, appellant contends that "the Legislature's intent in enacting SB 1393 to achieve substantial cost-saving and reduction in the prison population strongly supports an inference that the Legislature intended the bill to apply to plea agreements" such as his. (ABM 30; see

also ABM 38-39.) Not so. Courts need not "interpret [a] statute in every way that might maximize" its purpose (*People v. Morales* (2016) 63 Cal.4th 399, 408), particularly where doing so would result in overturning the established rule that "[t]he trial court is *not* a negotiating party to [a plea] transaction" (*Wilson, supra*, 42 Cal.App.5th at p. 412; see *People v. Clancey* (2013) 56 Cal.4th 562, 570 ["Because the charging function is entrusted to the executive, 'the court has no authority to substitute itself as the representative of the People in the negotiation process and under the guise of "plea bargaining" to "agree" to a disposition of the case over prosecutorial objection'"]). Even without permitting trial courts to modify stipulated sentences, SB 1393 advances the Legislature's purpose of reducing costs and the prison population by empowering trial courts to strike prior serious felony enhancements after the bill's effective date and in nonfinal cases where the defendant was convicted by jury or agreed to a maximum sentence. Had the Legislature intended SB 1393 to have broader reach, it could have enacted a resentencing provision giving *all* defendants who received sentences that included prior serious felony enhancements the opportunity to have those enhancements stricken, including defendants whose judgments were final before the law's effective date. (See, e.g., § 1170.18, subd. (a) [permitting defendants "serving a sentence for a conviction, whether by trial or plea," to petition the trial court for resentencing]; *People v. DeHoyos* (2018) 4 Cal.5th 594, 603 ["[S]ection 1170.18 draws no express distinction between persons serving final sentences and those serving nonfinal sentences, instead entitling both categories of prisoners to petition courts for recall of sentence"].)

In any event, an automatic remand for resentencing in every case where the defendant bargained for imposition of a prior serious felony enhancement would be a waste of scarce judicial resources. The trial court, having imposed a specified sentence as a condition of a plea agreement, is

unlikely to strike or dismiss the enhancement on remand while permitting the defendant to retain the benefits of the bargain. (See *Wilson*, *supra*, 42 Cal.App.5th at p. 415 ["We can infer that the trial court found the plea bargain to be consistent with the interests of justice, as the trial court approved it"]; *People v. McVey* (2018) 24 Cal.App.5th 405, 419 [where it was clear that the trial court would not exercise its discretion to strike the enhancement, remand "would serve no purpose but to squander scarce judicial resources"]; see also *People v. Fuhrman* (1997) 16 Cal.4th 930, 946.) The unusual set of circumstances that might justify doing so are the rare exception. (See §§ 1192.5, 1192.6, subd. (c), & 1385, subd. (b).)

Appellant also contends that the Legislature impliedly approved of the decision in *People v. Hurlic* (2018) 25 Cal.App.5th 50 when it enacted SB 1393, citing the "well-established principle of statutory construction that when the Legislature amends a statute without altering portions of the provision that have previously been judicially construed, the Legislature is presumed to have been aware of and to have acquiesced in the previous judicial construction" (*Marina Point, Ltd. v. Wolfson* (1982) 30 Cal.3d 721, 734). (See ABM 40-41.) *Hurlic*, however, addressed the application of Senate Bill No. 620 (2017-2018 Reg. Sess.) (SB 620), which amended sections 12022.5 and 12022.53 regarding certain firearm enhancements. SB 1393, by contrast, amended sections 667 and 1385; thus, it did not amend the same statutory provisions "judicially construed" by *Hurlic* (*Wolfson*, at p. 734), and the cited principle of statutory construction does not apply. More importantly, neither SB 620 nor SB 1393 amended section 1237.5. There is nothing in the legislative history of those bills or in the language of the amended statutes indicating that the Legislature intended to overrule *Panizzon* or alter the certificate requirement in any way, and SB 1393 makes no reference to the decision in *Hurlic*. "If the Legislature had intended such a significant change [in law], we would expect to see a trace

of that intent in the history of the" bill. (*Leider v. Lewis* (2017) 2 Cal.5th 1121, 1136.) Thus, *Hurlic*'s creation of a new exception to the certificate requirement was not implicitly endorsed by the Legislature when it enacted SB 1393.

Appellant's arguments in favor of inferring a legislative intent that is not evidenced by the statutory language or legislative history of SB 1393 must be rejected.

2. Recently enacted Assembly Bill No. 1618 does not reflect a legislative intent to empower trial courts to unilaterally modify plea agreements or alter the certificate requirement

On October 8, 2019, the Governor signed AB 1618 into law. (Stats. 2019, ch. 586.) The bill takes effect January 1, 2020, and adds section 1016.8 to the Penal Code:

> (a) The Legislature finds and declares all of the following:
>
> (1) The California Supreme Court held in *Doe v. Harris* (2013) 57 Cal.4th 64 that, as a general rule, plea agreements are deemed to incorporate the reserve power of the state to amend the law or enact additional laws for the public good and in pursuance of public policy. That the parties enter into a plea agreement does not have the effect of insulating them from changes in the law that the Legislature has intended to apply to them.
>
> (2) In *Boykin v. Alabama* (1969) 395 U.S. 238, the United States Supreme Court held that because of the significant constitutional rights at stake in entering a guilty plea, due process requires that a defendant's guilty plea be knowing, intelligent, and voluntary.
>
> (3) Waiver is the voluntary, intelligent, and intentional relinquishment of a known right or privilege (*Estelle v. Smith* (1981) 451 U.S. 454, 471, fn. 16, quoting *Johnson v. Zerbst* (1938) 304 U.S. 458, 464). Waiver requires knowledge that the right exists (*Taylor v. U.S.* (1973) 414 U.S. 17, 19).
>
> (4) A plea bargain that requires a defendant to generally waive unknown future benefits of legislative enactments, initiatives,

> appellate decisions, or other changes in the law that may occur after the date of the plea is not knowing and intelligent.
>
> (b) A provision of a plea bargain that requires a defendant to generally waive future benefits of legislative enactments, initiatives, appellate decisions, or other changes in the law that may retroactively apply after the date of the plea is void as against public policy.
>
> (c) For purposes of this section, "plea bargain" has the same meaning as defined in subdivision (b) of Section 1192.7.

(Stats. 2019, ch. 586, § 1.)

Appellant contends that AB 1618 "clarifies any ambiguity" regarding the Legislature's intent in enacting SB 1393 by demonstrating that the Legislature intended "to use its inherent authority to modify the terms of plea agreements in enacting ameliorative amendments like SB 1393." (ABM 26.) Thus, in appellant's view, AB 1618 demonstrates the Legislature's intent to abrogate the certificate requirement in circumstances like his by "clarifying" that the Legislature intended SB 1393 to benefit defendants with agreed-upon sentences such that a plea appeal seeking to obtain that benefit is not an attack upon the plea's validity. (ABM 41-47.)

Appellant's contention lacks merit. Importantly, AB 1618 (like SB 1393 and SB 620) does not amend section 1237.5. Indeed, it makes no mention of that section or of the certificate requirement at all. Nor does the bill's legislative history contain any reference to the certificate requirement or to the *trial court's*—as opposed to the Legislature's—power to modify the terms of a plea bargain. Rather, AB 1618's legislative history makes clear that the new law is aimed at prohibiting the practice of some district attorney's offices of requiring defendants to specifically waive the benefits of future, unknown legislation that might be in their favor. (See Assem. Conc. in Sen. Amends. to Assem. Bill No. 1618 (2019-2020 Reg. Sess.) as

amended July 5, 2019, pp. 1-2.)[5] It says nothing about eliminating the jurisdictional requirement of obtaining a certificate of probable cause in order to challenge an integral part of a plea agreement on direct appeal.

Contrary to appellant's assertion, AB 1618 does not supply a blanket legislative intent applicable to any retroactive ameliorative sentencing law that the Legislature might enact. (See ABM 42.) The new statute codifies this Court's decision in *Doe, supra*, 57 Cal.4th 64, which requires incorporation into plea agreements of any changes in the law that the Legislature intended to apply to the parties to a plea agreement—a "crucial" limitation to the incorporation principle. (*Fox, supra*, 34 Cal.App.5th at p. 1135.) AB 1618 "clarifies" that parties to a plea agreement may not insulate themselves—through the use of appellate waivers—from such changes in the law. (See Sen. Rules Com., Off. of Sen. Floor Analyses, analysis of Assem. Bill No. 1618 (2019-2020 Reg. Sess.) as amended July 5, 2019, pp. 1-3.) AB 1618 does not stand for the much broader proposition advanced by appellant (ABM 42, 46) that *all* retroactive ameliorative laws must be construed to apply to plea agreements.

As made evident by the language of the new statute, AB 1618's focus is on appellate waivers. The bill's legislative history also includes a discussion of two appellate decisions—*People v. Wright* (2019) 31 Cal.App.5th 749 and *People v. Barton* (2019) 32 Cal.App.5th 1088—both addressing appellate waivers in plea agreements and their effect on defendants' ability to benefit from Senate Bill No. 180 (2017-2018 Reg. Sess.) (SB 180). (See Sen. Com. on Public Safety, Analysis of Assem. Bill No. 1618 (2019-2020 Reg. Sess.), as amended June 13, 2019, pp. 4-5.) SB

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[5] Legislative materials are available on the Legislature's website, <http://leginfo.legislature.ca.gov>. (See also *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 45, fn. 9 ["A request for judicial notice of published material is unnecessary"].)

180 "remove[d] a number of prior convictions from the list of prior convictions that qualify a defendant for the imposition of an enhancement under" Health and Safety Code section 11370.2, subdivision (c). (*People v. Millan* (2018) 20 Cal.App.5th 450, 454; *Wright*, at p. 752.) The defendants in *Wright* and *Barton* both agreed to specific sentences that included prior drug convictions invalidated by the new law, but waived the right to appeal their sentences.[6]

Wright held that the defendant's waiver of his right to appeal his stipulated sentence could not "be construed as applying to a sentencing error of which he had no notice when he signed the plea agreement" and remanded the matter to the trial court to strike the prior drug conviction enhancement no longer authorized under SB 180. (*Wright, supra*, 31 Cal.App.5th at pp. 753-754, 756.) *Barton* disagreed with *Wright*, citing this Court's observation in *Doe* that the parties can affirmatively agree, or reach an implied understanding, that "'the consequences of a plea will remain fixed despite amendments to the relevant law.'" (*Barton, supra*, 32 Cal.App.5th at p. 1094.) This Court granted review in *Barton* on June 19, 2019 (case No. S255214). AB 1618's legislative history indicates that the Legislature was aware of the order granting review. (See Sen. Com. on Public Safety, Analysis of Assem. Bill No. 1618 (2019-2020 Reg. Sess.), as amended June 13, 2019, p. 5.)

Conspicuously absent from AB 1618's legislative history is any mention of the split among lower appellate courts regarding the certificate of probable cause requirement or of this Court's June 12, 2019, order granting review in this case, which predates its order granting review in

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[6] Notably, both defendants obtained certificates of probable cause. (*Wright, supra*, 31 Cal.App.5th at p. 753; *Barton, supra*, 32 Cal.App.5th at p. 1093.)

Barton. Given that timeline, the Legislature was in a position to be well aware of the certificate issue, yet it did not amend section 1237.5 or even reference the certificate requirement in its analyses. "If the Legislature had intended such a significant change [in law], we would expect to see a trace of that intent in the history of the" bill. (*Leider*, *supra*, 2 Cal.5th at p. 1136.) "'The failure of the Legislature to change the law in a particular respect when the subject is generally before it and changes in other respects are made is indicative of an intent to leave the law as it stands in the aspects not amended.' [Citations.]" (*Estate of McDill* (1975) 14 Cal.3d 831, 837-838.) Thus, here, the Legislature's failure to mention the certificate requirement or any of the recent decisions construing that requirement is further indication that it intended to "leave the law as it stands." (*Ibid.*)

Comparing the effects of SB 1393 and SB 180 is also instructive regarding the Legislature's intent to affect plea agreements. As a result of SB 180, the sentences originally imposed in *Wright* and *Barton* were no longer authorized under the amended statute. By contrast, appellant's nine-year prison term based in part on his prior serious felony conviction is still a permissible sentence after SB 1393. Indeed, the Court of Appeal below acknowledged that the trial court could impose the same sentence on remand. (*Stamps*, *supra*, 34 Cal.App.5th at p. 124.) Thus, unlike the sentences in *Wright* and *Barton*, appellant's sentence does not offend the notion that "the law has a strong interest in insuring that a defendant is convicted and punished only if he has done an act proscribed by a criminal statute." (*People v. Ellis* (1987) 195 Cal.App.3d 334, 345.) And, compared to SB 1393, interpreting SB 180 to exclude defendants convicted by plea appears more at odds with *Estrada*'s rationale that imposing the more severe penalty after it has been repealed by the Legislature would "serve no purpose other than to satisfy a desire for vengeance." (*Estrada*, *supra*, 63 Cal.2d at p. 745.)

More importantly, unlike SB 1393, incorporating SB 180's legislative changes into pleas agreements with stipulated sentences does not revive the trial court's sentencing discretion in a way that permits the court to violate the terms of a plea bargain in contravention of established law. Where, as here, the parties agree to a specific prison term, they resolve between themselves the appropriate sentence, thereby eliminating the trial court's normal sentencing discretion and the need for further adversary proceedings. (See *Buttram, supra*, 30 Cal.4th at p. 785; *Panizzon, supra,* 13 Cal.4th at p. 79; *Wilson, supra,* 42 Cal.App.5th at p. 412 ["[A] negotiated plea is one in which the defendant pleads to specific charges and enhancements, and the trial court plays no part except to approve or disapprove the plea and to enter sentence thereon"].) Once the trial court approves the terms of the bargain, it no longer has the discretion to affect those terms. (*Segura, supra,* 44 Cal.4th at p. 931; § 1192.5.)

Assuming a defendant appealing from a stipulated sentence is entitled to benefit from SB 180, on remand, the trial court has no choice but to strike the prohibited enhancement. In doing so, it does not exercise the sentencing discretion that the parties eliminated by agreeing to a specific sentence. Thus, under *Estrada*, inferring a legislative intent in SB 180 to benefit defendants with stipulated sentences does not also require an inference that the Legislature intended to "overthrow" long-established principles of law regarding the trial court's role vis-à-vis stipulated sentences. (*Zamudio, supra*, 23 Cal.4th at p. 199.)

By contrast, inferring from SB 1393 or AB 1618 a legislative intent to empower trial courts to exercise a sentencing discretion that the parties undertook to eliminate would require an inference that the Legislature intended to "overthrow" the rule that a trial court may not unilaterally modify a term of the plea agreement previously imposed. (*Zamudio, supra*, 23 Cal.4th at p. 199; *Segura, supra,* 44 Cal.4th at p. 932.) Because such an

inference is not expressly or necessarily implied, it should not be made. (*Zamudio*, at p. 199.) Rather, it should be assumed that the Legislature, in enacting SB 1393 and AB 1618, "intended to maintain a consistent body of rules." (*Ibid.*)

D. Appellant's Proper Vehicle for Relief Is a Petition for Writ of Habeas Corpus in the Superior Court

As explained in respondent's opening brief (OBM 32-33), not all defendants who enter into plea agreements are excluded from the benefits of SB 1393. Those who entered pleas in exchange for an agreed-upon maximum sentence can still seek to benefit from the new legislation. Because they left the sentencing choice to the trial court's discretion, issues relating to that discretion are "outside the plea bargain and cannot constitute an attack upon its validity." (See *Buttram*, *supra*, 30 Cal.4th at p. 789, fn. omitted.) Defendants who agreed to a specific sentence and are still within the time limits of rules 8.304(b) and 8.308(a) may seek resentencing under SB 1393 on direct appeal "only if they first obtain a certificate of probable cause—hardly as onerous a requirement as *Hurlic* suggests—to enable them to challenge the validity of their pleas. ([See *Hurlic*, *supra*, 25 Cal.App.5th at pp. 57-58].) In turn, this will weed out appeals in which the trial court is not inclined to exercise its discretion to strike [the] enhancement. And even if a defendant is able to procure a certificate and successfully seeks a remand, he or she will not be entitled to have the trial court exercise that discretion unless the plea agreement is set aside, or is modified with the People's agreement." (*Fox*, *supra*, 34 Cal.App.5th at p. 1139.) But for those defendants, like appellant, who agreed to a specific sentence but were unable to procure a certificate within the applicable time limits, their proper remedy is to file a habeas corpus petition in the trial court before the finality of judgment seeking permission to withdraw the plea. (See *Galindo*, *supra*, 35 Cal.App.5th at p. 669, fn. 4; *People v.*

Williams (2019) 37 Cal.App.5th 602, 605, review granted and further action deferred Sept. 25, 2019, S257538.)

This Court previously has found habeas corpus to be an appropriate vehicle for relief in situations where a defendant can no longer pursue an appeal. (See, e.g., *People v. Buycks* (2018) 5 Cal.5th 857, 895 [collateral consequence of Proposition 47 authorizing striking of enhancements based on felony convictions reduced to misdemeanors under the new law could be enforced by petition for writ of habeas corpus].) Notably, in *People v. Fuhrman*, *supra*, 16 Cal.4th 930, this Court held that a remand for resentencing was not required in cases where the record was silent as to whether the trial court understood its pre-*Romero*[7] discretion to strike prior convictions under the "Three Strikes" law. (*Id.* at p. 945.) Observing that "a remand *en masse* would [not] represent a wise use of scarce judicial resources" (*id.* at p. 946), *Fuhrman* concluded that "a defendant's rights [would] be fully and adequately protected by affording the defendant an opportunity to file a petition for writ of habeas corpus in the sentencing court" (*id.* at p. 946, fn. 10).

Similarly, here, requiring defendants to proceed by a petition for habeas corpus in the sentencing court will protect defendants' rights and preserve scarce judicial resources by allowing trial courts to quickly dispense with those cases in which they are not inclined to strike the subject enhancement. (See *Fuhrman*, *supra*, 16 Cal.4th at p. 946 ["If . . . the court concludes that the petition fails to establish any basis upon which to invoke its discretion under section 1385, the court may summarily deny the petition" (fn. omitted)].) If the court finds "good cause" based upon sufficient evidence outside the appellate record, it may order the same relief as could be had pursuant to section 1018, i.e., "permit the plea of guilty to

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[7] *People v. Superior Court* (*Romero*) (1996) 13 Cal.4th 497.

be withdrawn and a plea of not guilty substituted." (§ 1018.)[8] And if, as appellant contends, SB 1393 gives defendants in his position the benefit of its statutory amendments without requiring withdrawal of the plea, a sentencing court that is inclined to strike the prior serious felony enhancement may do so while leaving the rest of the negotiated plea intact.

Appellant, however, rejects the use of habeas to obtain the benefit of SB 1393, apparently believing that it would be unfair to exclude defendants in his position from obtaining relief on direct appeal. (See ABM 48-49, 51-52.) But it is not unusual for the rules governing appellate jurisdiction to circumscribe the ability to obtain relief absent compliance with procedural requirements. For example, a defendant who pleads guilty to conduct that does not violate the statute as charged may not raise the issue on direct appeal without a certificate of probable cause, even though his plea resulted in a legally impossible admission of guilt. (See *People v. Soriano* (1992) 4 Cal.App.4th 781, 783 ["In this case we hold that since a trial court's acceptance of a negotiated plea which patently includes a legally impossible admission constitutes an act in excess of its jurisdiction, the validity of such a plea is an issue cognizable on appeal *if the procedural requirements of Penal Code section 1237.5 are met*" (italics added)].)

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[8] Appellant is correct that a motion under section 1018 may be made only "before judgment or within six months after an order granting probation is made" (§ 1018). (See ABM 50.) Respondent does not suggest that the proper remedy for defendants in appellant's position is to file a section 1018 motion. Rather, defendants seeking to withdraw their pleas via habeas petitions should make the same showing of "good cause" as is required for a motion under section 1018, and the sentencing court, in considering whether to grant the requested relief, should exercise the discretion it typically has over such motions. (*People v. Francis* (1954) 42 Cal.2d 335, 338 [withdrawal of a guilty plea "rests in the sound discretion of the trial court"]; see also *In re Brown* (1973) 9 Cal.3d 679, 685-686.)

Another example is found in the timeliness requirement for filing notices of appeal. Rule 8.308(a) provides that a notice of appeal "must be filed within 60 days after the rendition of the judgment or the making of the order being appealed" and that "no court may extend the time to file a notice of appeal" absent some kind of "public emergency." (Rules 8.66(a) & 8.308(a).) In addition, rule 8.60(d) provides that a reviewing court may not relieve a party from default for "failure to file a timely notice of appeal." Thus, a defendant, like appellant, who entered his plea, was sentenced more than 60 days before SB 1393 became law, and who did not file a notice of appeal during that period would be precluded from seeking the benefit of the law on direct appeal, even if a certificate of probable cause were not required for such a claim.[9]

As appellant acknowledges (ABM 53), the *Estrada* rule itself prevents some defendants from benefitting from the ameliorative change. Under *Estrada*, "[t]he amendatory act imposing the lighter punishment can be applied constitutionally to acts committed before its passage *provided the judgment convicting the defendant of the act is not final.*" (*Estrada, supra*, 63 Cal.2d at p. 745, italics added.) This means that defendants who are sentenced on the same date may be treated differently. The defendant whose case is assigned to an appellate court that resolves his appeal quickly may achieve finality much sooner than a defendant who had his appeal assigned to an appellate court that processes his case more slowly. Under *Estrada*, the former defendant would not benefit from the new law, while the latter defendant would. Thus, that some different treatment may result

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[9] Notably, a proper vehicle for a defendant's request for relief from the late filing of a notice of appeal is a petition for writ of habeas corpus. (See *People v. Lyons* (2009) 178 Cal.App.4th 1355, 1362.)

from imposition of the certificate requirement in appellant's case does not warrant creation of a new exception to the requirement.

Finally, appellant contends that a habeas remedy would "frustrate SB 1393's purpose of saving costs and reducing prison populations." (ABM 50.) Not so. Requiring defendants in appellant's position to file a petition for writ of habeas corpus in the sentencing court "does not leave a defendant who possesses a meritorious claim . . . without an effective remedy." (*Fuhrman*, *supra*, 16 Cal.4th at p. 946.) "In the event the sentencing court concludes that the petition filed by such a defendant has possible merit, the court may seek an informal response from the People or issue an order to show cause." (*Ibid.*) Thus, if appellant is correct that he is entitled to have the trial court exercise its new discretion under SB 1393 (without having to withdraw from his plea agreement), then he may vindicate that right by filing a petition for writ of habeas corpus. To the extent he argues that allowing him to appeal without a certificate would be a more efficient use of resources, this Court has strongly criticized the practice of reaching the merits of certificateless appeals in order to avoid later petitions for writs of habeas corpus. (*Panizzon*, *supra*, 13 Cal.4th at p. 89, fn. 15; *Mendez*, *supra*, 19 Cal.4th at p. 1098; see also *People v. Ballard* (1985) 174 Cal.App.3d 982, 989 ["If we restrict our view to defendant's cause . . . [it will] only encourage[] defendants convicted by plea to flout section 1237.5 and rule [8.304(b)], and subvert[] a well-conceived procedural scheme"].)

As this Court has observed, "[s]trict adherence" to the certificate requirement is "vital" because judgments entered upon pleas of guilty or no contest "represent the vast majority of felony and misdemeanor dispositions in criminal cases." (*Chavez*, *supra*, 30 Cal.4th at p. 654, fn. 5.) Appellant's approach to the certificate requirement will complicate the process for determining whether a certificate is required and unnecessarily contravene

established law regarding that requirement and plea negotiations. His approach also is particularly unwarranted in this context, where habeas provides an adequate vehicle for the requested relief.

"Absent a certificate of probable cause," the Court of Appeal below "could not entertain [appellant's] sentence challenge, which was the only issue [he] raised on appeal, and it had no alternative but to dismiss the appeal." (*Shelton*, *supra*, 37 Cal.4th at p. 769.) It erred in holding otherwise.

CONCLUSION

Accordingly, the judgment of the Court of Appeal should be reversed.

Dated: January 2, 2020

Respectfully submitted,

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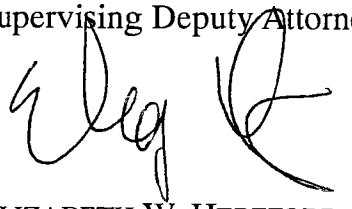

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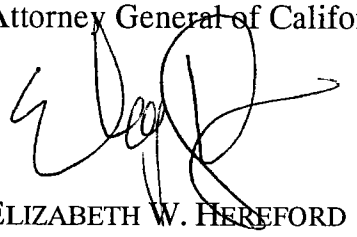
CERTIFICATE OF COMPLIANCE

I certify that the attached RESPONDENT'S REPLY BRIEF ON THE MERITS uses a 13 point Times New Roman font and contains 8,170 words.

Dated: January 2, 2020

XAVIER BECERRA
Attorney General of California



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DECLARATION OF ELECTRONIC SERVICE AND SERVICE BY U.S. MAIL

Case Name: **People v. Stamps**
No.: **S255843**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collecting and processing electronic and physical correspondence. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business. Correspondence that is submitted electronically is transmitted using the TrueFiling electronic filing system. Participants who are registered with TrueFiling will be served electronically. Participants in this case who are not registered with TrueFiling will receive hard copies of said correspondence through the mail via the United States Postal Service or a commercial carrier.

On January 2, 2020, I electronically served the attached **RESPONDENT'S REPLY BRIEF ON THE MERITS** by transmitting a true copy via this Court's TrueFiling system. Because one or more of the participants in this case have not registered with the Court's TrueFiling system or are unable to receive electronic correspondence, on January 2, 2020, I placed a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 455 Golden Gate Avenue, Suite 11000, San Francisco, CA 94102-7004, addressed as follows:

James S. Donnelly-Saalfield
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[Via TrueFiling Only]

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I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on January 2, 2020, at San Francisco, California.

T Pham
Declarant

Signature

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