

Sworn Affidavit of Kendal B. Price

1. This affidavit disclosure presents evidence for my reasonable, good faith concern that the Honorable John G. Roberts, Chief Justice of the United States, has not complied with his legal obligations regarding judicial recusals, and/or proper disclosure of household income.
2. My name is Kendal B. Price and I live in Massachusetts. I am a lawyer in good standing, Mass. Board of Bar Overseers #561933.
3. From 2011-2013, I was employed at **Major, Lindsey & Africa ("MLA")**, which describes itself as "the premier legal executive search firm in the world...matching top legal talent with opportunities."¹ I was a Managing Director in the Partner Practice Group, from an office in Boston, Mass. I provided counseling and recruiting services to law firm partners, in-house counsel, government attorneys, specialized practice groups, and law firm management professionals.
4. This affidavit is based on a combination (as noted) of my personal knowledge and experience, public and private documents I have reviewed, and reasonable interpolation based on that knowledge/experience and review.

Jane Sullivan Roberts's Career as a Legal Recruiter

5. One of my colleagues at MLA was **Ms. Jane Sullivan Roberts**. Ms. Roberts is an accomplished professional who holds prestigious degrees in diverse fields including mathematics (from College of the Holy Cross and Brown University), education (University of Melbourne, Australia), and law (Georgetown University Law Center).
6. Ms. Roberts worked at MLA from 2007 to 2019. From 2019 to the present day, Ms. Roberts has been a recruiter at Macrae, which describes her as:²

One of Washington's most insightful and experienced legal recruiters, Jane advises high-profile law firm partners and groups on lateral moves, and senior government attorneys transitioning to the private sector.

7. Ms. Roberts is a successful professional with sterling educational credentials and a track record as a successful lawyer. Of course, Ms. Roberts is accomplished in her own right. But after her spouse John Roberts was confirmed as the Chief Justice of the United States, she restructured her career to benefit from his position. I believe

1 Quotation at <https://www.mlaglobal.com/en/about-us>, accessed on December 1, 2022.

2 Quotation at <https://www.macrae.com/jane-sullivan-roberts>, accessed on December 1, 2022.

that at least some of her remarkable success as a recruiter has come because of her spouse's position.

8. For example, during the summer of 2012, [REDACTED]—a seasoned recruiter from MLA's Washington, D.C. office, and a Managing Partner with an equity stake in MLA—was visiting Boston and took me out for lunch. One of Mr. [REDACTED] responsibilities was providing coaching to other less experienced partner recruiters, like myself. During our meal Mr. [REDACTED] told me that although he did not have exact figures, nevertheless he had learned that Jane Sullivan Roberts was the highest earning recruiter in the entire company "by a wide margin."
9. I trusted Mr. [REDACTED]'s statement because he was the senior executive personally responsible for leading MLA's research on compensation at law firms around the country, which would have given him personal knowledge of Ms. Roberts's and other partners' recruiting activities.
10. Given MLA's status as possibly the leading legal recruitment firm worldwide, Mr. [REDACTED]'s statement meant Ms. Roberts may have been the highest-earning legal recruiter globally. I also realized immediately that a substantial part of Ms. Roberts's commissions would likely have been generated from large American law firms with active Supreme Court practices.
11. Moreover, most legal recruiters spend years networking and building up their practice. But I later learned (as described below) that Ms. Roberts achieved pre-eminent status in 2009, only her second full year as a legal recruiter, when her total commissions exceeded \$1 million. At that time (as well as currently), it was a stark anomaly that a recruiter with so little experience in the field would generate such huge commissions and outperform everyone else in the field.
12. I started to ask Mr. [REDACTED] how exactly that worked, with her spouse as the Chief Justice, but Mr. [REDACTED]'s facial expression and body language changed dramatically, in a manner that I interpreted as "don't ask me what I think about that."
13. Previously, on two occasions, I had raised the issue of Ms. Roberts's commissions with other MLA recruiters. The first occurred in or around the summer of 2011, in the Boston office. The second was in 2012, at the MLA annual meeting/staff retreat in New Mexico. Both of those other recruiters had immediately shut down the conversation, implying not to ask that question if I wanted to keep my job. (One of them closed his eyes and shook his head, as if to say "Don't go there.") My

conversation with Mr. [REDACTED] confirmed for me that these earlier episodes were part of a pattern of either conscious avoidance or resigned acceptance within MLA.

14. Please note that during the period of my employment at MLA, I directly interacted with Ms. Roberts only once, and not concerning professional matters. During the 2012 MLA retreat in New Mexico Ms. Roberts and I walked together and talked for approximately five minutes as we caught up with a guided group nature walk near the hotel. It was my first time meeting her, and the conversation consisted of simple pleasantries about the beauty of the grounds and landscape.

MLA Commission Structure

15. MLA's commission structure worked as follows: First, if and when a law firm hired one of our candidates, the acquiring firm paid MLA a fee of 20% or 25% of the first-year gross compensation of that new candidate hire. Second, out of the MLA fee, the particular recruiter received a percentage commission for each placement, structured as a percentage of MLA's total fee. During my time at MLA, the recruiter's commission depended on three factors:
- a. Whether that particular recruiter opted for higher base "draw" (advance on commissions) of \$80,000 per year (with lower commission percentages), or lower base draw of only \$30,000 per year (with higher commission percentages);
 - b. How many years the recruiter had been at MLA (with longer tenure triggering higher percentages);
 - c. How many total fees that the recruiter's placements brought to MLA, expressed in bands, with commission percentages increasing as total fees generated for MLA moved to higher bands.
16. Here is a photo from my notebook, showing the commission schedule for a managing director at MLA during the 2011-2013 timeframe (the "band" numbers are in thousands of dollars; the middle box of commission percentages is for recruiters who opted for the lower \$30,000 base draw with columns for years of tenure; the right box is for recruiters who chose \$80,000 base draw):

Band			Max Com Plan Com %			Pred Cash Flow Com %		
	Low	High	0-2	3-4	4+	0-2	3-4	4+
1	0	472	38.0% ^{2.63}	43.0%	46.0%	32.0% ^{3.12}	35.0%	38.0%
2	472	894	50.0% ^{2.00}	55.0%	60.0%	40.0% ^{2.5}	48.0%	52.0%
3	894	1185	55.0% ^{1.81}	60.0%	65.0%	45.0% ^{2.22}	53.0%	58.0%
4	1185	2500	58.0% ^{1.72}	63.0%	65.0%	53.0% ^{1.88}	60.0%	60.0%

17. As an example, a second-year recruiter who opted for the lower base draw (putting them in the middle box), and who generated \$2 million in fees paid from law firms to MLA would calculate commissions this way, going down the first column in the middle box:

- 38% of the first \$472,000 = \$179,360 +
- 50% of the fees from \$472,001 to \$894,000 = \$211,000 +
- 55% of the fees from \$894,001 to \$1,185,000 = \$160,050 +
- 58% of the fees from \$1,185,001 to \$2,000,000 = \$472,700
- For a total of \$1,023,110 in individual commissions, and leaving MLA with \$976,890 of the original \$2,000,000 in fees.

MaxHire Database Reveals WilmerHale Deal for Salazar

18. MLA used a client management reporting database called "MaxHire." As a new legal recruiter, I was required to log every interaction I had with law firm placement prospects, individual candidates for placement, and other contacts. Further, like other new recruiters, I was encouraged to use my authorized access in MaxHire to see the activities (though not the precise commission amounts) of other MLA recruiters, in order to learn from them.
19. After I learned that Ms. Roberts was the firm's most successful recruiter, I spent time carefully reviewing her activities as logged in MaxHire.⁴ In mid-2013, I saw in the MaxHire database that Ms. Roberts was responsible for placing President Obama's outgoing Secretary of the Interior, **Kenneth Salazar**, in a partner position with Wilmer Cutler Pickering Hale and Dorr LLP ("**WilmerHale**").
20. (I also saw details of some of Ms. Roberts's other placements. I distinctly recall that multiple other large, national firms were listed as paying her commissions. Today,

⁴ I never sought or obtained unauthorized access to MaxHire or any other corporate data.

about nine years later, I do not remember the names of those law firms, but I recall thinking at the time that they were prominent firms, with significant government and/or appellate practices, as well as offices in Washington, D.C.. I cannot rule out that more than one law firm that paid commissions to Ms. Roberts argued cases at the Supreme Court.)

21. I calculated then that Ms. Roberts must have been paid approximately \$350,000 in individual commission by WilmerHale for the Salazar placement. I asked an MLA colleague about the Salazar placement, and my colleague told me that he was especially impressed with Ms. Roberts for that particular placement, because she had managed to negotiate not merely a huge salary, but the opening of an entire new WilmerHale office in Denver, Colorado, for Mr. Salazar.
22. At the time, I was well aware that WilmerHale maintained a highly-active practice at the U.S. Supreme Court, typically serving as counsel of record on multiple petitions for certiorari, briefing and arguing several merits cases accepted by the court each term, and representing *amici curiae* in many other cases.
23. I thought to myself that this arrangement could be perceived as unfair for parties and counsel opposing WilmerHale at the Supreme Court. I asked myself, "If I were litigating a case in federal court, would I want to know that the law firm opposing me had recently paid the judge's household over \$300,000? If the judge didn't recuse himself, would I move to have them recused?" To me, the answer to both questions were obviously "yes."
24. Also, I considered the relationships to be the type that, if known to lawyers, litigants, the legal community, and the public at large, would impair confidence in the judiciary's impartiality and its commitment to justice in each case. See §455(a) ("[a]ny justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned").
25. In 2013, I reviewed the judicial recusal statute, 28 U.S. Code § 455, and confirmed that the law required justices to inform themselves about their spouse's financial interests, and further treats a judicial spouse's financial interests as basically the same as a justice's individual financial interests. (Although I hold a law license, I am not a specialist in judicial ethics, and did not consult a legal ethicist at the time because I feared that if I pressed the issue, I could lose my job.)
26. I was troubled because I knew that the Chief Justice had never disclosed the quite substantial payment to his household from WilmerHale. Nor had he disclosed any of the other payments to his household by other law firms practicing before the Supreme Court, or ever recused himself from any case before the Court involving law firms from which his household had received payments.

Other Misconduct Ancillary to Major, Lindsey & Africa

27.

[REDACTED]

28.

[REDACTED]

29.

[REDACTED]

30.

[REDACTED]

31.

[REDACTED]

Kendal Price initials: *KLP*

[REDACTED]

32. [REDACTED]

33. On July 2, 2013, [REDACTED]
[REDACTED] MLA fired me.

Arbitration Discovery Yields Important Evidence

34. In 2014, I filed suit⁷ in Massachusetts Superior Court against MLA, MLA's parent company Allegis Group Inc., [REDACTED] and MLA managing partner (with an equity stake in MLA) Jane Sullivan Roberts, alleging breaches of contract and various torts that are distinct from, and not especially relevant to, the evidence in this current disclosure. (Notably, I did not include whistleblowing claims in that suit, and not until recently did I learn that I may have a valid whistleblower claim under Massachusetts law.)

35. The defendants successfully removed the action to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for forced arbitration. I could not afford to pay a lawyer for arbitration, and therefore had to represent myself.

5 See <https://www.justice.gov/archive/usao/nj/Press/files/pdf/2011/Maxim%20DPA.pdf>

6 See <https://archives.fbi.gov/archives/newark/press-releases/2011/former-maxim-healthcare-services-senior-manager-sentenced-to-prison-for-health-care-fraud>

7 See Suffolk County Superior Court Civil Division, Action No. 1484CV01660, Price vs. Major, Lindsey & Africa, LLC et al., docket available at <https://www.masscourts.org/eservices/search.page.3.1>

36. Like many plaintiffs proceeding *pro se* against huge corporations, I was overwhelmingly out-resourced. Although I still believe my claims were valid, the arbitrator found against me, and in 2016 my case was dismissed without prejudice (which would permit me to file an amended complaint in the Massachusetts courts on the same grounds). However, the discovery process during JAMS arbitration generated two particular, important documents providing details relevant to Chief Justice Roberts.

37. First, Ms. Roberts provided sworn arbitration testimony (enclosed here in full), in which she confirmed under oath important aspects of law firm payments to her and MLA, including testimony stating:

A significant portion of my practice on the partner side is with senior government lawyers, ranging from U.S. attorneys, cabinet officials, former senators, chairmen of federal commissions, general counsel of federal commissions, and then senior political appointees within the ranks of various agencies...⁸

I keep my placements confidential. The firm keeps them confidential. I'm aware of only one case where it came to the media, and it was someone moving from one law firm to another, and this person is a master publicist and wanted everybody to know, for my benefit and his, but otherwise, I think people are pretty discreet, and I don't think I've ever been mentioned in the media in moving a senior government lawyer.⁹

38. Second, MLA produced an itemized list of all of Ms. Roberts's commissions from 2007-2014, also enclosed here without alteration.¹⁰ MLA's list of Ms. Roberts's commissions contains only one entry from 2013 that is consistent with what I already knew about the Salazar placement. From that information it is reasonable to infer that Ms. Roberts was paid \$353,625.00 by WilmerHale for helping Salazar open the Denver office (the number on the right is MLA's total fee; the middle number is Ms. Roberts's commission, which constituted 46% of MLA's fee):¹¹

⁸ See Exhibit 2, p. 192

⁹ See Exhibit 2, p. 199.

¹⁰ Exhibit 3, Jane Roberts placements for MLA. Please note that after the pages showing Ms. Roberts' commissions, starting on page 16, I've included the list of another successful Managing Director's commissions over the same 2007-2014 time period. This person has been a very successful recruiter, and was eventually promoted to Partner at Major, Lindsey & Africa, where they remain as of December 2022. I have redacted their name, but included their data so readers could compare Ms. Roberts' track record with another, very successful, MLA recruiter who earned far less.

¹¹ Exhibit 3, Jane Roberts Deposition testimony, page 13.

Jane Roberts' Placements 2013			
Placement	\$353,625.00		\$768,750.00

39. For ease of review, I have created a summary chart of MLA's itemized list, showing that between 2007-2014, Ms. Roberts was paid over \$10.7 million for placing 192 law firm partners and 21 other employees inside law firms—on information and belief, significantly more than any other MLA recruiter, and perhaps more than any other legal recruiter in the world:

Kendal Price initials: 

Jane Sullivan Roberts' Commissions from Law Firm Attorney Placements and In-House* Corporate Retainers and Attorney Placements

Year	Law Firm Placements: Partners, Associates & Law Firm Managers	Commissions on Law Firm Placements	No. of In-House Retainers Obtained - Participated In	Commissions on In-House Retainers Obtained - Participated In	No. of In-House Placements Obtained - Participated In	Commissions on In-House Placements	Total Law Firm & In-House Commissions Received by Jane Roberts (2007-2014)
2007	0	\$0	4	\$15,181.20	2	\$9,340.66	\$24,521.86
2008	10	\$74,811.73	41	\$136,200.42	13	\$57,455.44	\$268,467.59
2009	8	\$956,471.62	16	\$36,814.54	2	\$47,592.46	\$1,040,878.62
2010	28	\$1,111,235.06	10	\$28,612.00	12	\$28,770.71	\$1,168,617.77
2011	36	\$1,019,382.82	4	\$18,109.23	9	\$41,881.05	\$1,079,373.10
2012	63	\$2,495,325.02	9	\$48,787.30	4	\$26,320.79	\$2,570,433.11
2013	34	\$3,006,631.86	23	\$66,293.08	12	\$1,783.08	\$3,074,708.02
2014	34	\$1,512,002.71	20	\$34,065.88		\$98,759.44	\$1,644,828.03
Jane Roberts Totals: 2007 - 2014	213 total law firm placements: 192 Partners 17 Associates 4 Law Firm Mgmt.	\$10,175,860.82	127	\$384,063.65	60	\$311,903.63	\$10,871,828.10

*In-House includes corporations, universities, and other non-profit organizations.

40. I do not possess detailed data on commission payments received by Ms. Roberts since 2014, but she has remained a prominent legal recruiter. Macrae, her current employer, also serves large and prestigious law firms that practice regularly before the Supreme Court.

Chief Justice Roberts's Required Disclosures

41. At some point, I looked up the Chief Justice's required financial statements online, and saw that he always listed his spouse's income as merely "salary." That struck me as misleading. Ms. Roberts's compensation consisted of commissions, which most of us understand to be quite different from "salary." "Salary" is guaranteed and steady; but "commissions" are based on selling something, are highly variable, and (as with Ms. Roberts's job) often depend on cultivating and capitalizing on relationships in order to consummate particular deals.

42. While I do not have any evidence that these payments have influenced any particular judicial action or Court decision, my personal experience, including that related above with respect to my conversations with MLA colleagues, suggests that the law firms making these hires do not feel comfortable with Ms. Roberts's role. Another episode, for which I will use pseudonyms to protect the identities of those involved (who did not act inappropriately), reinforces that conclusion.

43. In 2012 and 2013, while at MLA, I worked for months with a senior state government official I'll call "Andrew," who was leaving office and looking for a legal job in the private sector. Andrew was close to the governor of his state, whom I'll call "Bradley." As part of my efforts to place Andrew, I spoke to "Charley," a senior managing partner at one of the largest law firms on earth, who managed that firm's office in that state.

44. Charley's first response to me pitching Andrew as a candidate was anger, as Charley anticipated political pressure from Governor Bradley to hire Andrew if Charley wanted his firm's clients to get their deals done with the state. In fact, Governor Bradley never sought to promote Andrew's hire, and ultimately Charley was satisfied that there was no political pressure related to the placement. But the episode suggested to me that the senior hiring partners at prominent U.S. law firms were acutely aware of the politics, optics, and unspoken ways they could be pressured into hiring outgoing senior U.S. government officials.

45. Based on this particular episode, and my two years working as a legal recruiter, there is no question in my mind that firms with active Supreme Court practices would have felt intense political pressure to pay high salaries for candidates promoted by

the spouse of the Chief Justice. This arrangement obviously also worked to the advantage of Ms. Roberts's candidates, who likely received higher starting salaries than they would have otherwise. If these firms harbored objections, to whom could they complain? No one, particularly if they wanted to attract clients with Supreme Court cases. Those firms may also have realized that their competitors were likely experiencing the same hiring pressures, and/or looking for similar advantage.

46. Also, if Ms. Roberts's sizable commissions were not susceptible of creating grounds for recusal, or the appearance of bias, why all the secrecy? How come my MLA colleagues refused to answer questions about them? Why did Ms. Roberts actively avoid any media coverage of her placements of high government officials? How come the Chief Justice did not disclose these payments, and even seemed to misrepresent them in his disclosures? In that context, I recalled the American Bar Association ("ABA") Model Code of Judicial Conduct Rule 1.3, which states:¹²

A judge shall not abuse the prestige of judicial office to advance the personal or economic interests of the judge or others, or allow others to do so.
(emphasis added.)

47. While the ABA Model Code does not bind Supreme Court justices, Roberts household's substantial-but-secretive financial success may partly have been a result of implicitly monetizing the prestige of his judicial office, in a way that could be expected to undermine public trust in the judiciary even if was unintentional
48. Whether the Chief Justice has violated any particular provision of law is not for me to decide. However, I do believe that litigants in U.S. courts, and especially the Supreme Court, deserve to know if their judges' households are receiving six-figure payments from the law firms on the other side (or perhaps from both sides).
49. Spouses' careers should not be impaired by their relationships to government officials. Conversely, though, spouses surely should not profit from their proximity to power. Judges should also have to make adequate disclosures to protect the trust of litigants, and the American public. Transparency has been recognized as essential to promoting public confidence in government institutions. If this is not the law today, then it needs to be fixed.

¹² See

https://www.americanbar.org/groups/professional_responsibility/publications/model_code_of_judicial_conduct/mcjc_canon_1/rule1_3avoidingabuseoftheprestigeofthejudicialoffice/, last accessed on September 5, 2022.

50. In Chief Justice Roberts's 2021 Year End Report on the Federal Judiciary, he wrote:¹³

Beginning this past September [2021], the Wall Street Journal published a series of articles stating that, between 2010 and 2018, 131 federal judges participated in a total of 685 matters involving companies in which they or their families owned shares of stock. *That was inconsistent with a federal ethics statute, 28 U.S.C. §455, which requires that a judge recuse in any matter in which the judge knows of a personal financial interest, no matter how small.* Let me be crystal clear: the Judiciary takes this matter seriously. We expect judges to adhere to the highest standards, and those judges violated an ethics rule. (emphasis added.)

51. I hope that going forward, the Chief Justice considers it equally important to begin disclosing details about *his* household's financial relationships with the law firms practicing before his Court.

52. A natural question might be why I have waited seven years to come forward when I knew at the time that this all felt wrong. I was worried about the potential negative effect of this disclosure on my life and career. However, with the passage of time and reflection on the importance of the integrity of the court system as a neutral arbiter, I've decided that, despite the risks, it is time to share with you what I know so that together we can build a judicial system that all Americans can trust.

53. This letter is 14 pages total including text and signatures. I have initialed every page with blue ink.

54. Under penalty of perjury, I swear and affirm that the foregoing is true and correct to the best of my knowledge and belief.

[Signatures next page]

¹³ See <https://www.supremecourt.gov/publicinfo/year-end/2021year-endreport.pdf>, last accessed on September 6, 2022.

Signed and sworn to,

Kendal B. Price
Kendal B. Price

December 2, 2022
Date

Kendal B. Price appeared before me personally to sign, swear and execute this affidavit under his own free will in the month of December, 2022, on the 2nd day thereof:

Melaku G. Getahun
(Notary Public Name Printed)

[Signature]
(Notary Signature)

My Commission expires _____

MELAKU GIZAW GETAHUN
Notary Public
COMMONWEALTH OF MASSACHUSETT
My Commission Expires Nov. 18, 2027

(Seal)



LAW OFFICES OF
DRATEL & LEWIS

JOSHUA L. DRATEL
LINDSAY A. LEWIS
—
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FATOUMATA MAGASSA
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December 4, 2022

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U.S. Senate Committee on the Judiciary
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U.S. House Committee on the Judiciary
2138 Rayburn House Office Building
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Re: Protected, lawful disclosure regarding the
Honorable John G. Roberts, Chief Justice of the United States

To the Department of Justice, the Senate Judiciary Committee, and the House Judiciary Committee:

This letter is submitted on behalf of Kendal B. Price, Esq., whom I represent, and provided protected, lawful disclosures alleging possible legal and ethics violations committed by the Honorable John G. Roberts, the Chief Justice of the United States – in particular violations of 28 U.S.C. §455 (regarding judicial recusal) and 5 U.S.C. §104 (regarding judicial financial disclosure requirements).

Mr. Price's disclosure is supported by the following documents attached hereto:

- (1) a sworn affidavit from Mr. Price (Exhibit 1);
- (2) a transcript of sworn testimony by Ms. Jane Sullivan Roberts in 2015 (Exhibit 2) in an arbitration proceeding relating to her work as a legal recruiter;

- (3) an itemized list of Ms. Roberts' law firm commission payments for services rendered as a legal recruiter from 2007 through 2014 (Exhibit 3);
- (4) documents from the legal recruitment firm Major, Lindsey & Africa ("MLA") (Exhibit 4);
- (5) a legal ethics memorandum from Professor Bennett Gershman (Exhibit 5); and
- (6) excerpts from Chief Justice Roberts's publicly available annual financial disclosures from 2007 through 2021 (Exhibit 6).

It is respectfully requested that the Department of Justice and/or the U.S. Congress initiate an investigation into the conduct outlined below and corroborated in the attached Exhibits. It is also respectfully requested that the relevant Congressional committees share this disclosure with both majority and minority committee staffs, and with every Member of each Judiciary committee.

Mr. Price was fired from MLA in July 2013, several months after raising protected, lawful whistleblower concerns within the firm. Since then, MLA has sought in various ways to gag Mr. Price and/or limit his ability to speak publicly on matters of public concern. In particular, two important pieces of documentary evidence included here (Exhibits 2 and 3) were obtained directly from MLA, which has already sought to restrict public access to them.

Also, MLA is a subsidiary Allegis Group. Upon information and belief, MLA and/or Allegis Group have for years received U.S. government contracts, including from the Department of Veteran Affairs and the Federal Acquisition Service.¹ As a result, current and former employees such as Mr. Price are protected by 41 U.S.C. §4712 from retaliation for lawful disclosures to U.S. government recipients. *See also* Fed. Acquisition Reg. Part 3, *Improper Business Practices*, especially §3.907-7 (requiring federal contractors to permit whistleblower disclosures to U.S. government recipients).²

¹ *See, e.g.*, <https://www.highergov.com/awardee/allegis-group-inc-10032100/#vehicles>.

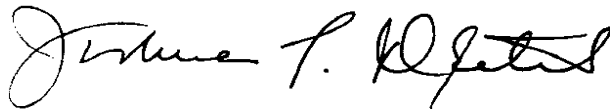
² *See also* §1553 of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, SEC. 1553, Protecting State and Local Government and Contractor Whistleblowers. Moreover, §743(a) of the Consolidated Appropriations Act of 2016, 129 Stat. 2484-5, P.L. 114-113-Dec. 18, 2015, directs that:

None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Any attempt by MLA to intimidate Mr. Price or restrict your ability to review these documents would violate U.S. law and judicially-recognized public policy. Nevertheless, your support would be appreciated with respect to ensuring Mr. Price does not face litigation (however frivolous), intimidation or any other form of retaliation for providing you with these materials. In that context, Mr. Price's disclosure has been carefully limited to those internal corporate documents relevant and "reasonably necessary" to demonstrate violations of law.³ Nor are any of the materials provided subject to any legitimate claim of privilege.⁴

Thank you in advance for your review of these materials that reflect directly on important matters related to the integrity of the judicial branch at its highest level. Of course, should you have any questions, seek more information, or wish to contact Mr. Price, please do not hesitate contact me as his counsel.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joshua L. Dratel", written in a cursive style.

Joshua L. Dratel

JLD/
Encls.

³ Cf. *Cafasso v. General Dynamics C4 Systems, Inc.*, 637 F.3d 1047, 1062 (9th Cir. 2011) (*dicta* suggesting that relators under a different whistleblower statute [the False Claims Act] should limit disclosure of confidential corporate documents to those documents "reasonably necessary" to make the whistleblower claim).

⁴ None of the materials are marked "Attorney-Client Privileged" or similarly designated. None of the materials relate to the provision of legal advice or legal matters ordinarily covered by the privilege. Therefore, there is no reason to conclude that any of the materials presented in this disclosure are in any way privileged.