CUI

OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

REPORT OF INVESTIGATION

Case Title: Del Norte Economic Development Corporation (EDA)

Case Number: 20-0054-I

Subject(s):

Del Norte Economic Development Corporation (DNEDC)
882 H Street
Crescent City, CA 95531

[redacted]

Applicable Statutes or Policies:

18 U.S.C. § 666—Theft or bribery concerning programs receiving Federal Funds,

U.S. Department of Commerce, *Financial Assistance Standard Terms and Conditions*, § F – Conflict of Interest, Code of Conduct and Other Requirements Pertaining to DOC Financial Assistance Awards, Including Subawards and Procurement Actions (Nov. 12, 2020), specifically,

13 C.F.R. Pt. 302—General Terms and Conditions for Investment Assistance (ST&Cs) for Revolving Loan Funds (RLF), and

U.S. Department of Commerce EDA RLF ST&Cs (Apr. 30, 2019), which include:

1) Part II.A - RLF Plan
   a) 13 C.F.R. § 307.9—a requirement to follow the approved RLF Plan
2) Part II.D - Lending

Distribution:	Department of Commerce: Office of Inspector General, Economic Development Administration
[redacted]	[redacted]
Signature of Case Agent: [redacted]	Signature of Approving Official: [redacted]

CUI

   a) 13 C.F.R. § 307.8—Prudent Lending Practices
   b) 13 C.F.R. § 307.17(c)—Purpose of Loans and Use of RLF Cash Available for Lending
3) Part II.E - Financial Administration of the RLF
   a) 13 C.F.R. § 307.17(a)—RLF Cash Available for Lending
   b) 13 C.F.R. § 307.12(b)—Cost Principles in compliance with OMB Uniform Guidance set forth at 2 C.F.R. pt. 200 subpart E – Cost Principles
4) Part II.F - RLF Reports (13 CFR § 307.14)
5) Part II.I - Conflicts of Interest
   a) 13 C.F.R. § 302.17(a)—Conflicts of Interest Generally
   b) 13 C.F.R. § 302.17(c)—Conflicts of Interest Rules Specific to RLFs
   c) 2 C.F.R. § 200.112—Duty to Disclose
6) Part II.J - Records and Retention
   a) 13 C.F.R. § 307.13(b)—Administrative Records
   b) 2 CFR § 200.333—Other Records Requirements
7) Part II.K(1)(a)- Unauthorized Use of RLF Funds

OIG determined the above-listed statutes and policies were the most applicable to this investigation.

This report provides factual findings and makes no legal conclusions, determinations, or recommendations. This report is being referred to EDA for information and consideration of any action deemed appropriate.

Basis for Investigation

On October 18, 2019, the U.S. Department of Commerce (Department), Office of Inspector General (OIG), Office of Investigations (OI), initiated this investigation based on a referral from EDA. The referral detailed how EDA's Seattle Regional Office initially received information from loan recipient [redacted] in February 2019 suggesting improper and potentially discriminatory lending practices and conflicts of interest by the Revolving Loan Fund (RLF) operator Del Norte Economic Development Corporation (DNEDC) in Crescent City, CA (EDA Award No. 07-19-01782).

Between February 2019 and October 2019, EDA conducted a preliminary review of [redacted] claims and did not find evidence of discriminatory lending practices. However, during this review, EDA identified allegations of imprudent lending, among other issues, which subsequently led EDA to refer the case to OIG. These allegations included:

1.) The DNEDC engaged in improper, imprudent, and possibly predatory lending practices against borrowers in the local community.

2.) Numerous conflicts of interest existed at the DNEDC between members of the Board of Directors, subcontractors, and the loan recipients intended to benefit from the RLF program. These conflicts of interest may have altered lending behavior.

During OIG's investigation, investigators uncovered an additional allegation:

3.) [redacted] DNEDC [redacted] made potentially unallowable charges using an organizational debit card for personal gain and engaged in an inappropriate relationship with a loan recipient, creating a conflict of interest.

Background

History of Award #07-19-01782 and Transfer to the DNEDC

On June 30, 1976, EDA awarded a Sudden and Severe Economic Dislocation Title IX grant (No. 07-19-01782) entitled "Project Independence" for $2,609,590 to the Tri-Agency Economic Development Authority (Tri-Agency). The Tri-Agency is a joint power-sharing authority comprised of representatives from the City of Crescent City, the County of Del Norte, and the Crescent City Harbor district. EDA awarded this grant at a 100% federal rate, reserving $1,500,000 of the original award as a "Business Loan Budget," or RLF program, to provide economic development loans in the Del Norte County region of northern California.

Since its inception on June 23, 1976 to approximately 2012, the Del Norte Economic Development Corporation (DNEDC) has operated as the Tri-Agency's RLF administrator, and de facto sub-recipient, for the EDA-funded $1,500,000.00 capital base. In 2012, EDA received notice from the DNEDC's [redacted] that the Tri-Agency was in the process of disbanding and requested the grant be transferred to them. OIG found that as early as 2014, the Tri-Agency had voted to divest its assets and RLF programmatic responsibilities. EDA became fully aware of the Tri-Agency's alleged dissolution in 2017. They then conducted a retroactive transfer of the grant award from the Tri-Agency to the DNEDC on April 11, 2018, backdating it to April 9, 2003. Both the DNEDC and EDA believed the Tri-Agency was a defunct entity. Since 2012, the DNEDC has operated the RLF independent of the Tri-Agency.

However, multiple witness interviews and open source research confirmed the Tri-Agency still exists and has been in continuous existence since 1976 as a parallel economic development institution in Del Norte County, CA. Allegedly, due to a sizeable outstanding debt with the U.S. Department of Agriculture (USDA), since approximately 2012 the Tri-Agency has been unable to service this debt and therefore suspended its lending operations. More recently, the Tri-Agency has sought municipal capital from the Del Norte County Board of Supervisors to assist them in paying off their debts and resuming lending operations.

The DNEDC's last reported RLF capital base from June 2021 totaled $928,029.63. A loan portfolio summary from the same time period identifies a current active loan portfolio of nine either EDA-only or multi-sourced loans (EDA and USDA funds combined)—totaling $623,344.60—four of which are either delinquent or in default.

Notice of Material Noncompliance & Safeguarding of EDA Funds

While investigating the initial complaint, EDA observed more widespread DNEDC administrative deficiencies. Specifically, in 2019 EDA became aware of DNEDC employee turnover which effectively left the DNEDC without permanent staff to handle its fiduciary responsibilities. The lack of adequate staffing at the DNEDC led to the late submission of reports and audits, specifically their Revolving Loan Fund Semi-Annual Financial Reports (ED-209s) and Single Audits for multiple fiscal years. As a result, EDA began to question the DNEDC's ability to manage and administer the RLF program. Amidst mounting evidence, EDA decided on May 3, 2019, to suspend award #07-19-01782.

In light of these deficiencies, EDA attempted to transfer the award (and associated funds) to a qualified successor recipient—the nearby Arcata Economic Development Corporation (AEDC). However, after reviewing the DNEDC's loan records in the fall of 2020, the AEDC "decided not to accept the responsibility of servicing their existing EDA loan portfolio." They found it incomplete, full of deficiencies, lacking in detail, and incorrectly securitized, among other issues **(Exhibit 1)**. To date, neither the EDA nor the DNEDC have been able to locate another willing and qualified successor recipient. Since then, cash funds have been placed into a restricted account requiring EDA permission to access, and the DNEDC's foreclosure capabilities have been limited.

Details of Investigation

Witness Interviews

[redacted]

On August 27, 2020, OIG interviewed DNEDC borrower [redacted] **(Exhibit 2)**. [redacted] detailed how [redacted] secured a private loan for the [redacted] property with the assistance of [redacted]. According to [redacted].

[redacted] began construction on the [redacted] business but soon discovered numerous construction-related problems with the venue. [redacted] sought to finance the business' reconstruction with a DNEDC loan of $[redacted] (Loan No. [redacted]). [redacted] throughout the duration of [redacted] loan.

As part of [redacted] initial loan approval process, [redacted] provided the DNEDC financial projections and other loan vetting documents. However, according to [redacted] the DNEDC did not discuss these pro forma financial projections with [redacted] nor did they require any licensed contractor bids before financing the project (only during construction). [redacted] requests to hire a project manager were also rebuffed. [redacted] also claimed to have been pressured by the DNEDC [redacted] to sell [redacted] to pay down [redacted] current note in order to receive additional DNEDC funding. [redacted] claimed that [redacted] conflict of interest and improper vetting of [redacted] initial business plan resulted in [redacted] business never coming to fruition.

To assess the ultimate viability of the business, [redacted] sought the help of financial consulting firm [redacted]. OIG reviewed their report **(Exhibit 3)** and found the DNEDC's revenue projections were extremely optimistic relative to the likelihood of the business' success. [redacted] report included an analysis of [redacted] loan application summary submittal to the DNEDC. Their review of this submission found the DNEDC did not perform a credit check, nor did they verify assets, market research was inadequate, and the DNEDC did not review [redacted] tax returns. The report noted how it appeared as if neither the DNEDC personnel or Board independently verified the projections, including sales revenue and costs.

In an interview with DNEDC [redacted], the individual who [redacted] loan **(Exhibit 4)**, [redacted] admitted the DNEDC did not do its due diligence on [redacted] project. Overall, the Board "didn't feel that it was going to succeed…they were willing to take the risk because they thought it would be easy to collect on the collateral." EDA has since written off [redacted] loan; however, as [redacted] loan was multi-sourced with USDA funds, [redacted] still has a sizeable outstanding debt with the DNEDC.

[redacted] and [redacted]

On July 24, 2020, OIG interviewed DNEDC borrowers [redacted] and [redacted] **(Exhibit 5)**. [redacted] borrowed $[redacted] from the DNEDC at 10% interest over a 25-year term (Loan #[redacted]). They claimed they never knew exactly how much money they owed the DNEDC despite their own detailed bookkeeping, nor did the loan balance ever seem to go down. Email correspondence from 2016 found the DNEDC restructured the [redacted] loan because they were unable to account for their loan balance or payment history. The DNEDC relied on the [redacted] own bookkeeping to assist in fixing this accounting issue.

In [redacted], the [redacted]. According the [redacted] they worked out an arrangement with the DNEDC where they deposited the [redacted] (approximately $[redacted]) into a DNEDC account where the DNEDC would "pay the bills." [redacted] were unable to account for how the DNEDC used all this money, but the rebuild costs resulted in the [redacted] having to restructure their existing loan into a new $[redacted] loan.

Eventually, the [redacted] were able to pay off the entirety of their remaining loan balance—$[redacted]. Overall, the [redacted] accused the DNEDC of improper lending practices, poor bookkeeping, and overall mismanagement.

[redacted]

On September 21, 2020, OIG interviewed DNEDC borrowers [redacted] and [redacted] **(Exhibit 6)**. The [redacted] detailed how on [redacted], they took out a loan with the DNEDC (Loan No. [redacted]) and [redacted] sought a business expansion (and resultant loan increase). The [redacted] alleged DNEDC mismanagement, imprecise loan documentation, poor education, and a lack of availability and responsiveness. Specifically, they noted how their loan balance "never seemed to go down," inconsistencies regarding interest calculations, confusing loan documentation, prohibitions on refinancing or re-amortizing the loan, and a lack of information (even when borrowers requested it). They also noted that the DNEDC denied them any COVID-related relief related to their loan. Overall, the [redacted] cited employee turnover and inconsistent business hours as the primary causes for DNEDC loan administration mismanagement.

[redacted]

On August 26, 2020, OIG interviewed DNEDC borrowers [redacted] and [redacted] **(Exhibit 7)**. According to the [redacted], [redacted], they purchased a property located at [redacted] via a Small Business Administration (SBA) loan of $[redacted] and opened the [redacted] Crescent City, CA. [redacted] in an effort to expand their business, the [redacted] assumed two additional loans through the Tri-Agency and one through the DNEDC (Loan No. [redacted]).

The four loans totaled approximately $[redacted]. Ultimately, however, the [redacted] defaulted and settled their Tri-Agency and DNEDC debts.

The [redacted] alleged the Tri-agency, along with the DNEDC, exhibited conflicts of interest while executing their loans and both organizations failed to assist loan recipients in developing payment plans to pay off their debts. The [redacted] also contended the ultimate purchaser of their property, [redacted] did so in collusion with the Tri-Agency and Crescent City government.

[redacted]

On November 12, 2020, OIG interviewed DNEDC borrower [redacted] **(Exhibit 8)**. According to [redacted] purchased the business [redacted]. The resultant deal was comprised of two loans in one financing agreement (Loan No. [redacted]): a $[redacted] loan through the DNEDC, and a $[redacted] loan through the business' sellers who would hold the promissory note in the form of a carryback, or seller financing.

[redacted] opened [redacted]. In [redacted] interview with OIG, [redacted] alleged the DNEDC was an unscrupulous lender because the DNEDC funded [redacted] project "without delving into [redacted] business plan," they did not conduct a credit check, the DNEDC did not conduct an environmental or historical building review, and there was little education, coaching, or mentorship. [redacted] claimed in [redacted] interview that the DNEDC made a loan [redacted] was never going to be able to pay back.

DNEDC email correspondence, however, contradicts some of [redacted] claims. Despite lagging sales, in emails with the DNEDC from [redacted], [redacted] requested a business expansion **(Exhibit 9)**. Other emails also suggest the DNEDC's [redacted] collected and reviewed [redacted] loan-related documents **(Exhibit 10)**.

On [redacted], [redacted] gave notice of private foreclosure sale of [redacted]. Three days later, [redacted] the original owners, and [redacted] executed an agreement for [redacted] to purchase the [redacted] equipment at the discounted price of $[redacted]. [redacted].

[redacted]

On February 9, 2021, OIG interviewed [redacted] **(Exhibit 11)**. [redacted] said the local perception of the DNEDC was that the DNEDC "doesn't know what they're doing" and city council's recommendation was to avoid financing through them. [redacted] explained that the DNEDC was unstable due to "a revolving door of personnel, employees, and board members," which led locals to seek financing elsewhere. [redacted] said the city government sought to work with the Arcata EDC instead due to a lack of confidence in the DNEDC's abilities.

[redacted] *DNEDC* [redacted]*, and* [redacted] *DNEDC* [redacted]

On February 16, 2021, OIG interviewed [redacted] DNEDC employees [redacted] **(Exhibit 12)** and [redacted] **(Exhibit 13)**. [redacted] and [redacted] at the DNEDC [redacted] and [redacted] respectively.

Both [redacted] and [redacted] cited longstanding issues with the DNEDC's RLF administration. [redacted] noted how Quickbooks never balanced with bank statements, and [redacted] intimated that neither the Board of Directors nor borrowers were getting accurate loan-related information as a result. [redacted] also added how DNEDC offered employees little training, and their policies, procedures and filing system were outdated. [redacted] further described the DNEDC's Board of Directors as a "Comedy of Errors," citing how [redacted] believed they fundamentally lacked an understanding of the terms and conditions of the EDA grant and the necessary reporting requirements.

[redacted] specifically cited how: 1.) the DNEDC offered unsustainably low interest rates, 2.) they failed to consider a borrower's debt-to-income ratio or conduct business feasibility assessments when deciding whether to lend money, 3.) the DNEDC failed to adhere to proper loan servicing standards regarding loan oversight and management, and 4.) they provided sparse education to borrowers to understand the terms of their loans.

Despite these issues, both [redacted] and [redacted] said they never observed any evidence of predatory lending or deliberate attempts to mislead borrowers while working at the DNEDC. Both [redacted] and [redacted] also identified conflicts of interest amongst [redacted] and [redacted].

[redacted] *DNEDC* [redacted]

On August 16, 2021, OIG interviewed [redacted] **(Exhibit 14)**. [redacted] provided OIG with information from the DNEDC's FY15–16 Single Audit citing allegedly unallowable costs found on [redacted] DNEDC debit card from August 2015–August 2016. [redacted] explained how the Board of Directors considered these expenses unallowable because they never approved RLF funds for out-of-state borrowers, they prohibited funds for the travel/lodging of a loan recipient, and they required Board approval/authorization for all charge card expenses—preferably in Board meetings (and annotated in Board minutes)—before a loan drawdown could occur

[redacted] *DNEDC* [redacted]

On November 23, 2020, OIG conducted an interview of [redacted] (see Exhibit 5 for details). [redacted] observed the following issues at the DNEDC: inaccurate documentation, multiple years of accounts required fixing, and the DNEDC did not provide the necessary support, information, and education to loan recipients. According to [redacted] there were "a lot of clients that were being charged more interest than they should have been because the accounting of their payments was done incorrectly." [redacted] intimated the DNEDC's goal was not the welfare of its borrowers;

rather, it was to maintain its capital base, continue paying its operating expenses, and job creation. Despite these issues, [redacted] never observed any deliberate attempts to mislead borrowers.

Document Reviews

To accurately characterize the DNEDC's lending behavior, OIG conducted an analysis of DNEDC loan documents using the [redacted] loan files as a sample set **(Exhibit 15)**. OIG found that unbeknownst to the borrowers, the first few months of their loans were "Interest Only." OIG also found that borrower documentation, specifically DNEDC loan printouts and amortized loan summaries, lacked substantial loan information to inform borrowers of their changing monthly payments, loan breakdown, and remaining balance. These findings echoed recurring themes amongst borrowers.

OIG analyzed bank records from the Tri Counties Bank, 936 3rd Street, Crescent City, CA to determine whether [redacted] used the DNEDC debit card to make impermissible purchases on behalf of a loan in the DNEDC's portfolio [redacted] **(Exhibit 16)**. OIG identified suspicious transactions, and then subsequently cross-referenced them with DNEDC email correspondence and Board minutes. An analysis of these documents revealed:

1.) A $10,000 unauthorized advance to the [redacted] loan recipient prior to its approval.

2.) [redacted] charged $8,363.38 in impermissible expenses on [redacted] point-of-sale (POS) debit purchase card to the [redacted] account as loan-related draws. Purchases included airline tickets, hotel charges, and personal loans **(Exhibit 17)**.

3.) OIG identified one instance in which the borrower [redacted] may have signed a receipt using the POS debit card in lieu of [redacted].

4.) The DNEDC approved the borrower for a line of credit despite out-of-state residency, on the promise [redacted] would move to Crescent City, CA.

5.) $1,222.40 worth of borrower loan-funded music equipment was shipped to [redacted] personal P.O. Box.

6.) A portion of the collateral used to back the loan is missing (the remainder was sold off to recoup losses upon default).

Although the debit card was connected to a USDA-funded account, the DNEDC ultimately drew upon EDA funds to reimburse the account for losses incurred. The DNEDC is currently actively seeking to collect on a judgment against the [redacted] borrower [redacted] for $[redacted].

OIG reviewed real estate documents from the Del Norte County Assessor's Office and Small Business Administration (SBA) to investigate whether the Tri-Agency engaged in collusion regarding the foreclosure of the [redacted] property **(Exhibit 18)**. OIG found the SBA, Tri-Agency, and City of Crescent City fairly and equitably divested their holdings in the property, selling it at its agreed-upon "liquidation value" price **(Exhibit 19)**. Local investment firm [redacted]—whose principal is [redacted]—ultimately purchased the combined SBA and Tri-Agency debt at a discount. The property's eventual steep rise in value does not constitute any illegality or impropriety with its prior sale.

OIG also constructed a series of conflict-of-interest timelines based on various witness interviews and email correspondence throughout the case **(Exhibit 20)**. The analysis revealed the following:

1.) [redacted] *DNEDC* [redacted]

OIG corroborated EDA's findings that a broker associated with a firm being sued by a borrower and then participating in decisions about that borrower's loan creates a conflict of interest. EDA identified that [redacted] was [redacted] as a DNEDC [redacted]. As a [redacted], [redacted] may have participated in [redacted] decisions regarding [redacted] loan from [redacted]. In an interview with investigators, current DNEDC [redacted] claimed [redacted] recused [redacted] from these decisions.

2.) [redacted], *DNEDC* [redacted]

Between [redacted], the [redacted] were DNEDC loan recipients. During that time, from [redacted], [redacted] was a DNEDC [redacted]. From [redacted] has been the [redacted] at their [redacted], Crescent City, CA. OIG identified a conflict of interest may have existed when [redacted] was a DNEDC [redacted] while [redacted] was the [redacted]; however, in witness interviews with [redacted] DNEDC [redacted] and [redacted], and [redacted] they all claimed [redacted] recused [redacted] from [redacted] related loan decisions.

3.) [redacted]

OIG discovered that [redacted], upon purchasing the [redacted] property, the buyer, [redacted], deeded the property to local investment firm [redacted]. OIG interviews found that [redacted] was one of [redacted] and is purported to have served at the same time as a [redacted] on the [redacted]. Between [redacted], [redacted] also worked as an [redacted] for the DNEDC and was both [redacted] and [redacted]. During that period, [redacted] personally purchased [redacted] equipment from [redacted] business foreclosure at a discounted price for use at [redacted].

OIG found no evidence that the DNEDC voluntarily disclosed these conflicts of interest to EDA. OIG was unable to determine whether these alleged conflicts of interest changed the DNEDC's lending behavior.

Subject Interview of [redacted]

On January 14, 2022, OIG [redacted] regarding the aforementioned questioned costs, discrepancies, and [redacted] relationship with borrower [redacted] **(Exhibit 21)**.

[redacted] admitted to having made these transactions. However, [redacted] claimed that as part of its budget, the DNEDC considered a portion of the loan up to $10,000.00 as "discretionary funding" for use on expenses like hotel, airfare, and/or other business operating costs. [redacted] said [redacted] never benefitted personally from these transactions, but they served [redacted] business interests. The DNEDC asserts these expenses have been, and currently remain, impermissible.

[redacted] also claimed the DNEDC Board would occasionally approve out of area, and even out of state, borrowers if the Board believed the local community benefitted. [redacted] also admitted to having taken out a "personal loan" using the DNEDC debit card. However, [redacted] emphasized that any personal loan [redacted] received—totaling $700 in questionable expenses—was likely an "advance on [redacted] paycheck" and "the Board would have approved it." Lastly, [redacted] claimed to not have had an unprofessional relationship with [redacted]. However, [redacted] admitted [redacted] interacted with [redacted] outside of the course of [redacted] official duties at the DNEDC.

Investigative Summary

Throughout the investigation, OIG obtained evidence from interviews with DNEDC borrowers, document reviews of bank and real estate records, and financial analyses. This evidence revealed loan recipientsand their files did not receive the requisite due diligence and oversight as is custom with RLF administration. The result has been widespread borrower confusion, potentially unnecessary defaults, and $8,363.38 in impermissible grant expenditures. Recent findings by EDA itself of additional "discrepancies" on the DNEDC's ED-209s similarly support allegations of questionable RLF program management. OIG also noted how issues identified in the FY15–16 Single Audit still plague the organization: persistent staffing shortages and four longstanding conflicts of interest, in fact or in appearance, amongst DNEDC Board members/subcontractors.

Disposition

Referral to the U.S. Department of Justice:

On July 12, 2021, OIG referred this investigation to the U.S. Attorney's Office (USAO) for the Northern District of California. The USAO declined to prosecute due to the lack of malicious intent to defraud the U.S. government or victimize loan recipients.

On November 12, 2021, in light of new evidence obtained during the investigation, OIG again referred the case to the U.S. Attorney's Office (USAO) for the Northern District of California. The USAO declined to prosecute due to the low dollar threshold of the government's loss.

Case Status:

OIG is referring this ROI to EDA for consideration of any action deemed appropriate. This matter will remain open pending EDA's response to this report.

OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

EXHIBITS:

1. Arcata Economic Development Corporation Loan Portfolio Review (November, 28, 2020)
2. Interview—[redacted] (January 21, 2021)
3. [redacted] Business Analysis Financial Projections (October 4, 2018)
4. Interview [redacted] (March 5, 2021)
5. Interview—[redacted] (October 19, 2020)
6. Interview—[redacted] (November 25, 2020)
7. Interview—[redacted] (November 2, 2020)
8. Interview—[redacted] (February 3, 2021)
9. [redacted] Expansion Email (2018)
10. 2018 DNEDC Audit of [redacted] Email (June 1, 2018)
11. Interview—[redacted] (February 12, 2021)
12. Interview—[redacted] (May 24, 2021)
13. Interview [redacted] (May 17, 2021)
14. Interview—[redacted] (September 13, 2021)
15. Financial Review of [redacted] Loan Documents (December 17, 2020)
16. Chronological List of Tricounties Bank Statements (2015–2016)
17. Tricounties Bank [redacted] Loan Expenses Analysis (October 20, 2021)
18. [redacted] SBA Note Sale Determination (May 24, 2021)
19. Interview—Small Business Administration [redacted] (May 24, 2021)
20. Conflict of Interest Timelines (December 1, 2021)
21. Interview [redacted] (January 3, 2022)