Dissenting and Opinion Filed May 3, 2016

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-14-01463-CV

YAN BENJAMIN WILHELM ASSOUN, Appellant
V.
ANAIS AMBER GUSTAFSON (A/K/A ANAIS AMBER ASSOUN) AND JOHN CHARLES GUSTAFSON, JR., Appellees

On Appeal from the 429th Judicial District Court
Collin County, Texas
Trial Court Cause No. 429-02323-2014

DISSENTING OPINION

Before Justices Myers, Evans, and Whitehill
Dissenting Opinion by Justice Whitehill

Appellant sued appellees for a declaration that appellees are informally married to each other—a decree that would allow appellant Yan to argue elsewhere that he no longer has to pay appellee Anais $380,000 a year in alimony. Appellees prevailed on summary judgment solely on the ground that as a matter of law their sworn denials of an agreement to be married could not be effectively controverted by any amount of contrary circumstantial evidence. The dispositive issue in this appeal is whether appellees' premise is correct.

The majority's opinion agrees with appellant on the only issue properly before us but decides the case on a different issue not before us: Although circumstantial evidence of an agreement to be married might in some cases suffice to raise a genuine fact issue despite the

putative spouses' sworn denials, is appellant's particular circumstantial evidence insufficient to raise a fact issue regarding whether Anais and John made such an agreement in this case?

I respectfully dissent and, for the reasons discussed below, would reverse and remand this case of first impression on the issue presented to the trial court for further proceedings because:

One, the only summary judgment ground appellees asserted in the trial court and thus preserved for appellate purposes is whether any amount of circumstantial evidence can ever raise a genuine fact issue on the agreement to be married element of an informal marriage if both putative spouses deny that they so agreed.

Two, the preceding ground is both inconsistent with family code § 2.401's plain text and contrary to the supreme court's unqualified holding in *Russell v. Russell*, 865 S.W.2d 929, 933 (Tex. 1993), that, like any other fact question, the required agreement to be married can be proved by circumstantial evidence.

Three, the cases appellees rely on to support their argument are factually distinguishable and do not apply here because they involve circumstances in which either the evidence unequivocally established a legal impediment to the formation of an informal marriage or the claimant's own evidence disproved her claim. Whereas neither circumstance exists in this case.

Four, even if whether appellees' evidence otherwise conclusively negated the existence of an agreement to be married were properly before us, appellant's circumstantial evidence was more than a scintilla of evidence that raised a genuine fact issue as to whether appellees agreed to be married under even the heightened standards this Court applies for proving an agreement to be married.

I. Background

Appellant Yan and appellee Anais were divorced in England. By English court order, Yan must pay Anais $380,000 per year in alimony—unless Anais remarries. If she does, Yan owes her no more alimony.

Anais moved to Texas and began a romantic relationship with appellee John—a relationship their own evidence confirms "more likely than not . . . will continue." Accepting as true the evidence appellant submitted in response to appellees' summary judgment motion—and drawing all reasonable inferences from that evidence in Yan's favor—the following has happened since Anais and John began their romantic relationship:

(1) Anais sold her home and moved with her two children into John's home with him and his two children.

(2) Around the time Anais sold her home and moved into John's home, her attorney falsely informed appellant that Anais and the children were permanently residing at an address in Pottsboro, Texas that was actually an uninhabitable construction site.

(3) John and Anais created an environment among themselves and with their children such that at least one child on social media refers to the group as step parents and step siblings.

(4) Appellees appear together at society functions with Anais wearing what appears to be a wedding ring.

(5) Appellees allow media to publish pictures of appellees as a couple at those functions with Anais's ring being displayed in those photographs.

(6) Appellees travel together as a couple, registering in hotels and paying their related bills as married Mr. and Mrs. Gustafson (John's last name).

Texas law recognizes informal marriages if there is proof that (i) the putative spouses agreed to be married; (ii) after making that agreement, they lived in Texas as married to each

other; and (iii) they represented to others while in Texas that they were married to each other. TEX. FAM. CODE § 2.401. A party may prove these elements by circumstantial evidence. *Russell*, 865 S.W.2d at 933.

In the present case, appellees' summary judgment motions focused solely on the agreement to be married element. That is, their motions did not challenge the living together as husband and wife or the representing to others that they are married elements. Nor did they argue that appellant's evidence would have been insufficient to survive summary judgment had it been offered in a dispute by one putative spouse in a suit against the other putative spouse. Nor did they contend, and their evidence does not suggest, that any legal impediment (such as, one of them was still legally married to someone else) prohibited them from creating an agreement to be married if they wanted to make that agreement.

Appellees instead presented their affidavits denying that they ever presently agreed to be married and asserting that their long-held religious beliefs prevented them from forming an informal marriage. Although appellees' affidavits swore to other facts, all such additional alleged facts were offered to support their general argument that they would not and did not in fact agree to be married. They then argued that, as a matter of law, no amount of circumstantial evidence from appellant could ever possibly raise a fact issue on the agreement to be married issue given their affidavits. To that end, they argued that no government or third party could ever force them to be married if they swore that they never agreed to be married.

The trial court agreed with appellees, and appellant timely appealed.

II. What was the summary judgment ground presented in appellees' motions?

Appellees' summary judgment motions argued that they were entitled to summary judgment because their affidavit testimony directly denied the existence of an agreement to be married and "no amount of circumstantial evidence can overcome that direct evidence." That is,

the "because" of appellees' motion was the legal premise that an agreement to be married can never be shown with circumstantial evidence if the two parties to the putative informal marriage deny that they ever agreed to be married.

Specifically, appellees' summary judgment motion argued:

> Texas law does not recognize the concept of an involuntary marriage, which is essentially what Plaintiff's position would demand. No one can be forced into a marital agreement. To do so would be to force, by legislative edict and Court declarations, individuals into marital status and property rights they may not want. It would also force them into personal relationships that may be against their own moral or religious conviction. The Court, and therefore the government, simply has no authority to do this.
>
> Even if an involuntary marriage was somehow possible under the law, Texas case law interpreting the informal marriage statu[t]es recognizes that direct evidence, which negates an agreement to be married, prevents a finding of an informal marriage as a matter of law. In this case, both parties to the alleged marriage have sworn they do not have, and have not had, a present agreement to be married. There can be no more direct evidence of a two-party agreement than the testimony of both parties to the alleged agreement. Without the present agreement of Anais Assoun and John Gustafson, Jr. to be presently married, any claim of an informal marriage by a third-party has to fail as a matter of law. *No amount of evidence of cohabitation or holding-out can create a marriage agreement between two unwilling parties*.

(Emphasis added.)

Moreover, appellees did not argue in the trial court that appellant's summary judgment evidence would not create a fact issue regarding the required agreement to be married had either (i) the same evidence been presented in a dispute between one putative spouse against the putative other spouse or (ii) appellees filed a no-evidence summary judgment motion. Nor did appellees argue that some legal impediment existed that prevented them from effecting a valid agreement to be informally married.

To the contrary, at the summary judgment hearing, appellees' counsel told the trial judge that appellees' objections to appellant's evidence "don't really matter" because "even in the face of direct evidence of cohabitation and holding out, the evidence can be conclusive in some

situations that there is no agreement to be married." Appellees further argued that one such situation is when both parties to the alleged informal marriage testify that they never had such an agreement.

Consistent with the above trial court positions, appellees' appellate brief also limits their argument to the premise that, as a matter of law, no amount of a third party's circumstantial evidence could ever raise a fact issue regarding whether putative spouses agreed among themselves to be informally married if they both denied making that agreement:

> - This case is an instance where circumstantial evidence cannot overcome the direct evidence, which unequivocally negates the possibility of finding an agreement to be married. In a case such as this the agreement cannot be proven and no finding of a common law marriage can survive.
>
> - If the direct evidence negates the possibility of consent, then no amount of circumstantial evidence can be used to imply, infer, or otherwise artificially create consent where none exists.
>
> - When, as in this case, the two parties to the alleged marriage both testify, under oath, clearly and unequivocally, that there is no, has been none, and will be no agreement to be informally married, no amount of circumstantial evidence can overcome that direct evidence.

Additionally, at oral argument, appellees' counsel agreed that the summary judgment motions argued that "no amount of circumstantial evidence, no matter what it is, could possibly overcome their affidavits." And she agreed that "the only issue before this Court at this point in time is the pure legal question of whether, given these two people's affidavits, any amount of circumstantial evidence could ever overcome their statements."

Consequently, the only summary judgment ground properly before us regarding the putative informal marriage in this case is whether a third party who is not a successor in interest to one of the putative spouses and who would benefit by the existence of an informal marriage can ever possibly prove with circumstantial evidence the existence of the required agreement to

be married over the putative spouses' denials that they had such an agreement? This appears to be a question of first impression in Texas.

III. Are appellees correct that no amount of circumstantial evidence can overcome their denials that they ever agreed to be married?

A. What does the applicable statute say about the issue?

Family code § 2.401, captioned "Proof of Informal Marriage," provides that an informal marriage may be proved by evidence that the putative spouses agreed to be married and that, after that agreement, they lived together in Texas as husband and wife and there represented to others that they are married:

> In a judicial, administrative, or other proceeding, the marriage of a man and woman may be proved by evidence that: . . . (2) the man and woman agreed to be married and after the agreement they lived together in this state as husband and wife and there represented to others that they were married.

TEX. FAM. CODE § 2.401(a)(2). That is it.

We are to apply statutes according to their plain text, if possible. *See Abutahoun v. Dow Chem. Co.*, 463 S.W.3d 42, 46 (Tex. 2015) ("[W]e initially limit our statutory review to the plain meaning of the text as the sole expression of legislative intent, unless the Legislature has supplied a different meaning by definition, a different meaning is apparent from the context, or applying the plain meaning would lead to absurd results.") (citation omitted).

Here, § 2.401's plain text resolves the sole legal issue before us. The plain text does not limit who can attempt to prove the alleged informal marriage. Nor does the plain text exclude cases in which the putative spouses deny that they agreed to be married. Accordingly, the governing statute provides no basis for concluding that appellees' denials of the fact by themselves mean that no amount of circumstantial evidence can raise a fact issue regarding whether they actually agreed to be married.

Appellees' impossibility premise essentially adds the words "as between the spouses" to the informal-marriage statute. But our constitutional role is to apply the statute as plainly written if possible:

> Courts must take statutes as they find them. More than that, they should be willing to take them as they find them. They should search out carefully the intendment of a statute, giving full effect to all of its terms. But they must find its intent in its language, and not elsewhere. They are not the law-making body. *They are not responsible for omissions in legislation*. They are responsible for a true and fair interpretation of the written law.

Simmons v. Arnim, 220 S.W. 66, 70 (Tex. 1920) (emphasis added).

The legislature did not bar adversely affected third parties from proving an informal marriage through circumstantial evidence, even in the face of denials by the putative spouses. Because the legislature did not write that limit into the statute, we cannot read it there.

B. What does the case law say about whether one can prove with circumstantial evidence an agreement to be informally married?

It is settled that "[a]ny ultimate fact may be proved by circumstantial evidence." *Russell v. Russell*, 865 S.W.2d 929, 933 (Tex. 1993); *accord Aland v. Martin*, 271 S.W.3d 424, 429 (Tex. App.—Dallas 2008, no pet.). Indeed, *Russell* was an informal marriage case, and the supreme court held that the claimant could prove the required interspousal agreement with circumstantial evidence. 865 S.W.2d at 933. *Russell* specifically holds that the family code "does not require direct evidence of an agreement to be married in order to establish a common law marriage[. T]he agreement may be proved by circumstantial evidence." *Id*.

In this regard, *Russell* comports with established precedent in a variety of other contexts holding that questions of intent or agreement can be proved with circumstantial evidence. *See, e.g.*, *In re Lipsky*, 460 S.W.3d 579, 588 (Tex. 2015) (orig. proceeding) (intent to defraud "invariably must be proven by circumstantial evidence"); *Taylor v. State*, 106 S.W.3d 827, 831 (Tex. App.—Dallas 2003, no pet.) (intent to deliver a controlled substance can be proved by

circumstantial evidence); *Walker v. State*, 828 S.W.2d 485, 487 (Tex. App.—Dallas 1992, pet. ref'd) (criminal conspiracy: "The agreement may be shown by circumstantial evidence."); *Freeman v. Greenbriar Homes, Inc.*, 715 S.W.2d 394, 397 (Tex. App.—Dallas 1986, writ ref'd n.r.e.) (DTPA: "In the usual case, intent must be shown by circumstantial evidence.").

C. What about the cases on which appellees rely?

Appellees cited no case holding that there is an exception to *Russell* when the two putative spouses deny that they agreed to be married. They (and the majority) instead rely on several cases in which a putative spouse or his or her successor in interest attempted to prove the required agreement despite his or her own direct evidence negating the possible existence of that agreement. As discussed below, however, the cases the majority cites are distinguishable and inapplicable.

1. *Clack v. Williams*

In *Clack v. Williams*, a husband was divorced by his wife, who later made a will devising all her property to other relatives. 189 S.W.2d 503, 504 (Tex. Civ. App.—San Antonio 1945, writ ref'd w.o.m.). After she died, the ex-husband attempted to assert homestead rights in their house by way of common-law marriage, claiming that he never knew about the divorce and that he and his ex-wife had lived together in the house as husband and wife until her death. *Id*.

The court of civil appeals, however, held that his common-law marriage claim failed as a matter of law because his own testimony conclusively showed that he did not know they were divorced. *Id*. The court said that "an agreement [to be married] can not be implied contrary to direct evidence which definitely shows that there was no such agreement." *Id*. at 505. But the case did not involve two putative spouses denying the existence of an agreement to the detriment of a third party—it involved a single surviving person who claimed to be in a common-law marriage but testified to facts disproving even the possibility of such an agreement. That is, the

husband could not have agreed to begin a new common-law marriage because he never knew that his existing marriage had ended until after his wife died. The case before us is different. Although Anais and John have denied the existence of an informal marriage, Yan—the party seeking to prove the marriage's existence—has not.

Furthermore, although Anais and John claim long-held religious beliefs as to why they would not agree to an informal marriage, they do not proffer any legal impediment that would prevent them from doing so if they so desired. In fact, the record affirmatively shows that both are legally divorced and there is no evidence that either is married to an unnamed person.

2. *United States Fidelity & Guaranty Co. v. Dowdle*

Similarly, in *United States Fidelity & Guaranty Co. v. Dowdle*, a jury found that Mary Dowdle was the common-law wife of Lucius Dowdle, deceased. 269 S.W. 119, 120 (Tex. Civ. App.—Dallas 1924, no writ). We reversed, holding that (i) the evidence conclusively established that Lucius was married to another woman when the purported common-law marriage with Mary began and (ii) there was no evidence that Lucius and Mary ever agreed to be married after Lucius's prior marriage was terminated by divorce. *Id*. at 121–22.

Our further opinion overruling Mary's motion for rehearing contains the passage quoted by the majority, beginning, "Courts cannot marry parties by mere presumption without their consent." *Id*. at 124. But, as discussed further below, Yan is not attempting to impose marriage on Anais and John without their consent; he is attempting to prove that they have in fact consented, notwithstanding their current denials.

In any event, *Dowdle*'s holding is that the putative wife introduced no evidence that an agreement to be married occurred when her putative husband was legally free to marry. It thus does not support the premise that a couple's denials of an agreement to be married will as a

matter of law overcome any and all contrary circumstantial evidence when offered by an affected third party.

3. *Ferrell v. Celebrezze*

Ferrell v. Celebrezze, 232 F. Supp. 281 (S.D. Tex. 1964), is also distinguishable. In that case, Lelia Ferrell sought social-security death benefits after Clyde Ferrell died. *Id*. at 282. At the administrative hearing on her claim, it was shown that Lelia divorced Clyde in 1951 but they continued to live on the same property and even in the same house until he died in 1960. *Id*. At the administrative hearing, Lelia testified that, although Clyde suggested remarriage, she did not consent to it. *Id*. Not surprisingly, Lelia's administrative claim to be Clyde's surviving spouse failed, and the federal district court denied her petition to review the decision because substantial evidence supported the denial of her claim. *Id*. at 282–83. The court cited *Clack* and other cases for the point that the "implication of a marriage contract cannot be drawn where there is direct evidence that the requisite agreement to henceforth be husband and wife was never reached by the parties." *Id*. at 283. Like *Clack*, *Ferrell* involved a party who claimed to have been in a common-law marriage but simultaneously swore to facts negating such a marriage. As explained above, the present case is distinguishable.

Accordingly, this Court should hold that appellees' sole summary judgment ground rests on an incorrect legal premise about their affidavits' effect. We therefore should reverse the judgment on this basis alone and go no further.

IV. Would "the government" or this Court be imposing a marriage on appellees?

Appellees argue that reversing their summary judgment could lead to the State's imposing marriage on people who never agreed to be married. But would "the government" really be imposing marriage on unwilling participants? Or, would the possible result be only that

a jury heard all of the evidence, assessed the witness's credibility, and held appellees accountable for their own voluntary conduct?

Furthermore, Texans trust factfinders to decide whether parties made an agreement all the time. *See, e.g.*, *Texas Pattern Jury Charges: Business • Consumer • Insurance • Employment* 101.1 (2014) ("Basic [Contract] Question—Existence"). Juries and judges can find the existence of an agreement, even beyond a reasonable doubt, using nothing but circumstantial evidence. *See Hamilton v. State*, 399 S.W.3d 673, 680 (Tex. App.—Amarillo 2013, pet. ref'd) ("Since direct evidence of intent is rarely available, the existence of a conspiracy can be proven through circumstantial evidence.").

Finally, there is nothing remarkable about allowing a factfinder to find a fact based on circumstantial evidence even if one or more interested parties deny that the fact is true. *See, e.g.*, *In re Lipsky*, 460 S.W.3d at 588 (intent to defraud "invariably must be proven by circumstantial evidence"); *State v. $11,014.00*, 820 S.W.2d 783, 785 (Tex. 1991) ("Any ultimate fact may be proved by circumstantial evidence."); *Walker*, 828 S.W.2d at 487 (for conspiracy, essential element of agreement may be proven by circumstantial evidence).

V. Was appellant's evidence otherwise more than a scintilla of evidence that appellees had agreed to be married?

A. We should not decide this issue.

As shown in Part II above, the only summary judgment ground appellees preserved is whether their sworn denials of an agreement to be married are de jure conclusive so that no amount of contrary circumstantial evidence can raise a genuine fact issue. Thus, no other grounds may be considered as grounds for affirmance. *State Farm Lloyds v. Page*, 315 S.W.3d 525, 532 (Tex. 2010) ("Summary judgment may not be affirmed on appeal on a ground not presented to the trial court in the motion."); *McConnell v. Southside Indep. Sch. Dist.*, 858 S.W.2d 337, 341 (Tex. 1993) ("A motion must stand or fall on the grounds expressly presented

in the motion."); *see also Garza v. CTX Mortg. Co., LLC*, 285 S.W.3d 919, 923 (Tex. App.—Dallas 2009, no pet.) ("The term 'grounds' means the reasons that entitle the movant to summary judgment, in other words, 'why' the movant should be granted summary judgment."). Appellees' sole summary judgment ground fails as a matter of law, so we should reverse and stop here.

B. But if we decide this issue, we should still reverse.

When we review a traditional summary judgment in favor of a defendant, we determine whether the defendant conclusively disproved an element of the plaintiff's claim or conclusively proved every element of an affirmative defense. *Am. Tobacco Co. v. Grinnell*, 951 S.W.2d 420, 425 (Tex. 1997). We must take evidence favorable to the nonmovant as true, and we must indulge every reasonable inference and resolve every doubt in favor of the nonmovant. *Sysco Food Servs., Inc. v. Trapnell*, 890 S.W.2d 796, 800 (Tex. 1994). When we review a summary judgment for a plaintiff, we decide whether the plaintiff established every element of its claim as a matter of law. *Anderton v. Cawley*, 378 S.W.3d 38, 46 (Tex. App.—Dallas 2012, no pet.). We consider the evidence in the light most favorable to the nonmovant, indulge every reasonable inference in the nonmovant's favor, and resolve any doubts against the movant. *Id*.

In light of *Russell*'s discussion of the 1989 legislative changes to the family code requirements for proving an informal marriage, *see* 865 S.W.2d at 931–32, some Texas courts, including this one, have held that "agreed to be married" in this context means that "the parties intended to have a present, immediate, and permanent marital relationship and that they did in fact agree to be husband and wife." *Eris v. Phares*, 39 S.W.3d 708, 714 (Tex. App.—Houston [1st Dist.] 2001, pet. denied); *accord In re Estate of Marek*, No. 05-13-01008-CV, 2014 WL 3057479, at *5 (Tex. App.—Dallas July 7, 2014, no pet.) (mem. op.).

This definition includes at least three defining features of a marriage agreement: the agreement must be (i) present and include an intent to be (ii) immediately and (iii) permanently married. Thus, courts have sometimes contrasted the intent to create "an immediate and permanent marriage relationship" with an intent to create "merely a temporary cohabitation." *In re C.M.V.*, 479 S.W.3d 352, 360 (Tex. App.—El Paso 2015, no pet.). Proof of cohabitation and representations to others that the couple is married, however, may nonetheless be circumstantial evidence of the required agreement to be married. *Russell*, 865 S.W.2d at 933; *In re Estate of Marek*, 2014 WL 3057479, at *5.

Here, appellant Yan adduced more than a scintilla of evidence that appellees agreed to be married. Specifically, he presented evidence showing the following:

- Anais and John met through an "international marriage matchmaking company."
- Anais sold her house and she and her children with Yan moved into John's house with John and his children.
- Anais represented that she and her children were living in Pottsboro, Texas at what was actually an uninhabitable construction site.
- Appellees attend social events together and have had their picture taken at these events and published in various places. Appellant presented pictures in which Anais is wearing what appears to be a wedding band on her wedding ring finger. But she removes the ring when she appears in court in New York, Texas, and London.
- Additionally, a private investigator saw John, Anais, and two of Anais's children together at an event in Dallas and at which Anais was wearing a ring on the ring finger of her left hand.
- Anais and John have stayed together in hotels registered as "Mr. & Mrs. John Gustafson" and "Mr. & Mrs. John and Anais Gustafson." Another hotel had a record of a stay by "Ms. Anais Gustafson."
- John's 16-year-old daughter has, in social media, referred to Anais as her "stepmom," referred to Anais and Yan's daughter as her "stepsister," and referred to Anais and Yan's son as her "brother." She has also referred to her "stepfamily" in social media.

- Finally, John and Anais have a substantial financial incentive to deny their agreement to be married.

This array of circumstantial evidence is, when viewed collectively and under the applicable standards of review, more than a scintilla of evidence raising a genuine fact issue regarding whether appellees agreed to be married. For example, there is evidence that they and their children are cohabiting in John's house and that this arrangement "more likely than not . . . will continue." There is also evidence that they have held themselves out as married in the form of Anais's wearing of a ring on her left ring finger at public events, not only with John but also in the presence of Anais and Yan's children, while removing the ring for court appearances. And there is evidence that at least John's teenaged daughter publicly refers to Anais and her children as her "stepfamily."

Taking the evidence as a whole, a reasonable factfinder could find that appellees have done more than agree to a temporary cohabitation arrangement. Rather, a reasonable factfinder could find that they have fused their separate families into a single family unit. A reasonable factfinder could also infer that John and Anais would not give their children a new family under one roof unless they had in fact agreed to an immediate and permanent union. For us to conclude otherwise on this record would be error.

The majority, however, by reciting in depth John and Anais's summary judgment evidence (which includes post-hoc denials and rationalizations but no evidence of a legal impediment to their being married) and giving scant notice to Yan's opposing evidence, weighs the evidence instead of addressing whether Yan's evidence standing alone presents more than a scintilla of evidence from which a jury—after assessing the witness's credibility—could find that Anais and John agreed among themselves to be married.

Since Anais and John did not attempt to prove a legal impediment to their marriage, another way to approach this issue (if it were properly before us) would be as though Anais and

John had presented their "no agreement" argument in a no-evidence motion. *Cf. Kalyanaram v. Univ. of Tex. Sys.*, 230 S.W.3d 921, 925 (Tex. App.—Dallas 2007, pet. denied) (considering no-evidence summary judgment grounds before traditional grounds). In that instance, Yan's evidence—unclouded by Anais and John's evidence—would be the only evidence before us. The result in that context would be that Yan presented more than a scintilla of evidence reasonably implying Anais and John's agreement to be married. Yet the trial court did not recognize that result and erred by not considering Yan's evidence in the light most favorable to him and resolving any doubts in his favor as our supreme court requires. *See, e.g., W. Invs., Inc. v. Urena*, 162 S.W.3d 547, 550 (Tex. 2005).

For all these reasons, we should reverse the trial court's judgment and remand the case for further proceedings.

/Bill Whitehill/
BILL WHITEHILL
JUSTICE

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