



United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 7
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200
FAX (313) 226-2090
www.nlr.gov

July 29, 2010

Lester Heltzer, Executive Secretary
National Labor Relations Board
1099 14th St., NW
Washington, DC 20005-3419

Re: Comau, Inc.
Case 7-CA-52106

Dear Sir:

Attached is an electronic copy of Counsel for the General Counsel's Answering Brief to Respondents' Exceptions to the Administrative Law Judge's Decision in the above case. As indicated on the last page of the document, copies have been electronically served on all parties of record.

Very truly yours,

Sarah Pring Karpinen
Counsel for the General Counsel

Attachments: Brief and Certificate of Service

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.**

COMAU, INC.,

Respondent

and

CASE 7-CA-52106

**AUTOMATED SYSTEMS WORKERS LOCAL 1123,
A DIVISION ON MICHIGAN REGIONAL COUNCIL
OF CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA,**

Charging Party/ Incumbent Union

and

CASE 7-RD-3644

WILLIE RUSHING, An Individual

Petitioner

**COUNSEL FOR THE GENERAL COUNSEL'S ANSWERING BRIEF TO
RESPONDENT'S EXCEPTIONS
TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

Sarah Pring Karpinen
Counsel for the General Counsel
National Labor Relations Board
Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, Michigan 48226-2569
(313) 226-3229
Sarah.Karpinen@nlrb.gov

Sarah Pring Karpinen, Counsel for the General Counsel, pursuant to Section 102.46 of the Board's Rules and Regulations, respectfully submits this Answering Brief to the Exceptions to the Administrative Law Judge's Decision (hereafter ALJD) filed by Respondent in this matter.¹

I. INTRODUCTION

Respondent has filed 54 separate exceptions to the ALJD in this matter. In its Brief in Support of Exceptions, Respondent asserts that it is challenging the legal conclusions drawn by the Administrative Law Judge (ALJ) in applying the Board's rules to "certain essentially undisputed facts," and that no material fact questions turning on credibility determinations are in dispute. Respondent asserts that the conclusions drawn by the ALJ are legal ones and are therefore subject to a non-deferential, de novo standard of review. That assertion is false. The ALJ made a number of crucial credibility determinations in this matter, and the Board has a longstanding policy of not overturning such determinations unless the preponderance of the evidence does not support the ALJ's findings. *Beverly Health and Rehabilitation Services, Inc.*, 335 NLRB 635, fn. 3 (2001); *Standard Drywall Products*, 91 NLRB 544 (1950).

¹ The following abbreviations are used in this brief:
ALJD: Administrative Law Judge Decision
GC Ex or Exhs: General Counsel Exhibit(s)
Tr.: Transcript

In claiming that credibility is not at issue in this matter, Respondent may be attempting to draw the Board's attention away from the fact that bargaining notes it submitted in support of its case were found by the ALJ to have been altered many months after the bargaining sessions took place, "likely...in order to provide documentation more favorable to the Respondent" in this matter. ALJD at fn. 11. Respondent also appears to be deflecting focus from the fact the ALJ refused to credit its witnesses on several key issues, including whether Respondent had demanded prior to March 20, 2009, that the Union pay the trailing costs associated with changing healthcare plans, and whether Respondent had consistently taken the position in negotiations that any healthcare plan it agreed upon with the Union would have to represent a savings over the implemented healthcare plan. ALJD, pp. 9-10.

The crux of Respondent's argument in support of its exceptions is its assertion that it implemented its new healthcare plan on December 22, 2008, not March 1, 2009, the date the plan took effect. As the ALJ noted, the "semantic distinction upon which this argument relies – i.e., between when a unilateral change is implemented and when a unilateral change is effective- fails not only as a matter of semantics, but also under the facts of this case and the applicable law." ALJD, p. 15. The record supports the ALJ's finding that Respondent implemented its healthcare plan on March 1, 2009, at a time when the parties were not at impasse.

Respondent dismisses as “immaterial” the ALJ’s finding that any impasse that existed as of December 22 was broken by subsequent bargaining between the parties, and no longer existed as of March 1, 2009, the date Respondent put the new healthcare plan into place. Far from being immaterial, the negotiations that took place between the parties regarding healthcare between Respondent’s declaration of impasse on December 3, 2008, and its implementation of its healthcare plan on March 1, 2009 are the very heart of this case. As much as it may wish to, Respondent cannot freeze this case at the point in time at which it declared impasse and not address the negotiations that took place after that point.

The ALJ’s finding that Respondent violated Section 8(a)(5) of the Act by changing employees’ healthcare benefits without the Union’s consent and in the absence of a bona fide impasse is fully supported by the record in this case, which includes credited testimony from the General Counsel’s witnesses and documentary evidence including written bargaining proposals, cost sheets and bargaining notes. It is also supported by the law governing bargaining and impasse, and should be upheld by the Board.

In addition to its claims that it lawfully implemented its healthcare plan, Respondent has again chosen to attack the motives of the Board agent who investigated the underlying charge in this matter for doing her job. Respondent

posits a completely spurious claim that the agent acted inappropriately by suggesting to the Union that the charge should be amended. The ALJ was correct in determining that the agent's actions were consistent with the General Counsel's Casehandling Manual, and were in no way improper. ALJD, p. 12, fn. 17.

Finally, Respondent argues that the ALJ erred in recommending a make whole remedy in this case restoring the healthcare plan that employees had under the expired contract. It asserts that any appropriate remedy should be limited to the time period between March 1 and March 20, beyond which, it claims, impasse cannot be doubted. That argument is not supported by the facts or the law in this case. The remedy recommended by the ALJ is an appropriate one.

II. DISCUSSION²

Respondent unilaterally implemented a new healthcare plan on March 1, 2009, at a time when the parties were not at a bona fide impasse. Respondent and the Union began negotiating in January 2008 for a new collective bargaining agreement. On December 3, Respondent declared that the parties were at impasse, and gave 14 days notice that it intended to implement its last best offer on December 22. ALJD, p. 5. Respondent informed unit employees that it intended to impose a number of "key changes" on December 22, including changes in

² This discussion relies upon the facts as set forth in the ALJD.

seniority and standards for obtaining overtime and double time pay. *Id.*

Employees were also notified that Respondent would cease offering its existing healthcare plan on March 1, and would instead offer a plan that required employees to pay premium costs. *Id.*; R. Exh. 6.

After Respondent announced the new healthcare plan, and before that plan was implemented, the parties engaged in extensive negotiations over switching to a union-sponsored healthcare plan (the MRCC plan). While these negotiations were taking place, Respondent took some steps to put its new healthcare plan into place, but none of those steps constituted a “point of no return” for switching employees over to the implemented plan. ALJD, p. 6. Meanwhile, the parties made significant progress toward reaching an agreement to switch over to the MRCC plan. By the time Respondent unilaterally implemented its own healthcare plan on March 1, any impasse that existed between the parties as to healthcare in December 2008 had been broken. ALJD, p. 13.

A. The Board is not bound in this case by the Region’s dismissal of two prior related charges

Before the charge underlying the instant case was filed, the Union filed charges in Cases 7-CA-51886 and 51906. Those cases were dismissed, and the Union appealed the dismissal. The appeal was dismissed by the Office of the Appeals, which stated that the evidence in those cases established that the parties

were at impasse at the time of Respondent's "December 22, 2008 implementation of **terms and conditions** of employment." (GC Ex. 1(k), Ex. 8, emphasis added) Prior to the denial of that appeal, the Union filed the charge in this matter, alleging that Respondent unlawfully implemented its healthcare plan on March 1, 2009 in the absence of a bona fide impasse.

Respondent argues that the Board is precluded from finding a violation in this case because the Office of Appeals upheld the dismissal of the prior related charges. As the ALJ noted, Respondent's claim fails on two fronts. ALJD, pp. 16, 17. First, the General Counsel's exercise of prosecutorial discretion not to issue complaint "is not binding on the Board in its disposition of a separate related case." *Id.*; *Dayton Newspapers v. NLRB*, 402 F.3d 651, 668 (6th Cir. 2005); *Bryant & Stratton Bus. Inst., Inc. v. NLRB*, 140 F.3d 169, 185 (2d Cir. 1998).

The legal precedent that precludes an ALJ or the Board from making decisions that reverse the General Counsel's exercise of prosecutorial discretion is not applicable here. ALJD, p. 17. Case law binding the Board to the prosecutorial discretion of the General Counsel applies when the Board attempts to bypass the General Counsel's decision not to issue a complaint. *Dayton Newspapers v. NLRB*, supra. As the ALJ noted, the decision to issue complaint in this matter was made by the General Counsel "based on *this* charge and *this* investigation," and not the prior charges. ALJD, p. 17. Any action taken by the ALJ or the

Board to find a violation based on the Complaint “cannot reasonably be seen as an improper usurpation of the General Counsel’s prosecutorial discretion.” *Id.*

In addition, the Office of Appeals did not specify in its dismissal of the prior related charges which terms and conditions of employment were implemented on December 22. A conclusion that the December 22 implementation of Respondent’s last best offer was lawful does not mean that the healthcare provisions of that offer were implemented on that date. Partial implementation is lawful, as long as the implemented terms are severable from the remainder of the offer. *Hi-Way Billboards, Inc.*, 206 NLRB 22, 23 (1973). An employer may lawfully implement a wage package without implementing a separate benefit package. *Presto Casting Co.*, 262 NLRB 346, 354 (1982). However, an employer cannot use the fact that it was previously authorized to implement a term or condition of employment as justification for doing so later, once the conditions privileging the implementation no longer exist. *Serramonte Oldsmobile*, 318 NLRB 80, 95 (1996).

B. Respondent implemented its new healthcare plan on March 1, 2009, not December 22, 2008

Respondent claims that its healthcare plan was implemented on December 22, and not March 1. As the ALJ noted, this argument fails not only as a semantic argument, but also under the facts of this case and the law governing it. No

employee was covered by the new healthcare plan prior to March 1, 2009. Indeed, Respondent's director of labor relations testified that Respondent had taken no action prior to March 1 that would prevent it from implementing a different plan. ALJD, p. 15. At the time the plan was implemented, the parties were not at impasse and the implementation was not lawful.

In its brief, Respondent attacks as a 'dubious approach,' the ALJ's reference to the definition of "implement" from Webster's Dictionary. ALJD, p. 15. Respondent then proceeds to cite D.C. Circuit cases referring to "implementation" as "enacting" a change, and asserts that the "word 'enact' suggests the legislative process..." Again, Respondent chooses to focus on semantics rather than substance in this matter. As the ALJ noted in his decision, a new term or employment "cannot reasonable be viewed as 'implemented' for unit employees at a time when that change is not being applied to a single one of those employees and the employer has not passed a 'point of no return' committing it to make the change at all." *Id.*

Respondent argues that *PRC Recording Co.*, 280 NLRB 615 (1986) and *Bryant and Stratton Business Systems*, 327 NLRB 1135 (1999), both of which were cited by the ALJ in his decision, are distinguishable from the facts of this case, because implementation in those cases occurred in the context of unremedied unfair labor practices. Whether a finding of impasse is precluded by unfair labor

practices or subsequent bargaining is immaterial; what is important is the principle that an employer must refrain from making unilateral changes once impasse has been broken. In *PRC*, the Board affirmed the ALJ's conclusion that a unilateral change was unlawful when any previous impasse that may have existed was broken before the change could be completed. *Id.* at 640. In *Bryant and Stratton*, the Board found that union proposals breaking an impasse did not come too late to preclude Respondent from unilaterally implemented changes in benefits that it had previously announced. *Id.* at 1149.

An examination of the remedy awarded in cases where impasse was broken after implementation also supports the ALJ's finding in this case. In *Raven Services Corp.*, 315 F.3d 499 (5th Cir. 2003), the employer lawfully implemented a management rights clause following an impasse in negotiations. The court upheld the Board's ruling that a change in union personnel, along with a coming change in economic circumstances for the employer, sufficiently altered the bargaining relationship so as to break the impasse, and Respondent was no longer privileged to make unilateral decisions based on the imposed contract clause. *Id.* at 506. The remedy in that case was not to restore the implemented management rights clause, it was to order the employer to bargain with the union over proposed staffing changes just as it would have before the management rights clause was implemented. *Id.*

C. The ALJ correctly found that no impasse existed as of March 1, 2009, when the healthcare plan was implemented.

As the ALJ noted, he did not have to decide whether the parties were at impasse regarding healthcare on December 22, because even if there had been an impasse at that time, there was no impasse on March 1, the date when Respondent implemented its new healthcare plan. ALJD, p. 13, fn. 19; *In re Jano Graphics, Inc.*, 339 NLRB 251, 251 (2003). The ALJ correctly determined that the record in this case firmly establishes that, “far from being at impasse, the parties were in the midst of productive discussions regarding a compromise at the time the Respondent unilaterally implemented its healthcare plan on March 1, 2009.” ALJD, p. 14.

Impasse “is only a temporary deadlock or hiatus in negotiations ‘which in almost all cases is eventually broken, through either a change of mind or the application of economic force.’” *Charles D. Bonnano Linen Serv., Inc. v. NLRB*, 454 U.S. 404, 412 (1982); *McClatchy Newspapers*, 321 NLRB 1386, 1389 (1996). In this case, it is clear from the record that the parties engaged in actual negotiations. However, such a finding is not necessary to support a finding that any impasse that existed was broken; an impasse can be broken by anything that creates the possibility of fruitful discussions between the parties. *Pavilions at Forrestal*, 353 NLRB No. 60, slip op. at 1 (2008); *PRC Recording Co.*, 280

NLRB 615, 640 (1986); *Gulf States Mfrs. v. NLRB*, 704 F. 2nd 1390, 1399 (5th Cir. 1983).

Beginning December 8, 2008 and continuing through February 2009, Respondent and ASW exchanged proposals that contemplated a radical shift from a company-funded plan to one paid for and administered by the Union, using contributions from Respondent. The proposals the parties exchanged showed significant progress toward reaching an agreement, with both Respondent and the ASW making significant concessions from their initial proposals. In its brief, Respondent continues to take the unsupportable position that the only purpose of its sub-committee discussions with the Union was to “identify cost figures,” and that such action was not sufficient to break the impasse it asserts existed as of December 22. This view ignores the well-established case law that establishes a contrary principle.

The Board has held that “[a]nything that creates a *possibility* of fruitful discussion” breaks an impasse. *Atrium at Princeton, LLC*, 335 NLRB No. 60 (December 5, 2008); *Airflow Research & Mfg. Corp.*, 320 NLRB 861, 862 (1996); *Gulf States Mfrs. v. NLRB*, 704 F. 2nd 1390, 1399 (5th Cir. 1983). In the instant case, the parties were not only considering a new health care plan, but were making significant progress toward switching from the company-sponsored plan to the Millwrights’ plan.

The ALJ rejected Respondent's claim that the meetings it had with the Union concerning healthcare were something less than negotiations as a dubious one. ALJD, p. 14, fn. 20. The weight of the record evidence overwhelmingly supports his finding. As noted by the ALJ, between December 2008 and March 2009, the parties met to exchange healthcare proposals. These proposals reflect the traditional give and take of bargaining, with Respondent moving up from its original proposal of \$767 per employee to \$835, and the ASW's moving down from its highest proposal of \$1,000 per employee to meet Respondent's proposal of \$835. This progress was more than enough to break any impasse that may have existed between the parties in December, and unquestioningly falls within that swath of conduct contemplated in the above-cited cases that "creates a new possibility of fruitful discussion." *AirFlow Research & Mfg. Corp.*, at 862.

D. The ALJ properly concluded that Respondent did not take the position in negotiations that the Millwrights' Plan would have to provide it with a savings over those in the plan it implemented on March 1.

In its brief, Respondent makes the rather startling claim that its discussions with the Union could not possibly have created the possibility for fruitful discussions, because it was consistent in its insistence that the MRCC plan would have to "match or improve on" the savings generated by the plan it implemented on March 1, and because the MRCC plan could not do so, there was no possibility

of agreement between the parties. Respondent also asserts that there is no documentary evidence to refute this claim. The ALJ rejected this argument, finding that Respondent had taken no such position. ALJD, p. 10.

The ALJ's finding is overwhelmingly supported by the record.

Respondent's chief negotiator, Edward Plawecki, testified that Respondent's position during bargaining had been that any new agreement would have to be either cost neutral or a savings in comparison to the *expired agreement*, not the implemented one. (Tr. 359) (emphasis added) Proposals and cost comparisons that Respondent exchanged with the ASW show that Respondent was willing to consider a plan that did not represent a savings over the implemented offer. Over the course of the discussions, Respondent increased the amount of the weighted average it was willing to offer, from a low of \$767, which quickly increased to \$820 in December and then to \$835 in January and February. According to Respondent's own calculations, a weighted average of \$820 would have cost Respondent more than the plan it implemented on March 1. (Tr. 454, GC Ex. 17) Even if the ASW had agreed to pay the trailing costs arising from Respondent's old plan, the \$820 weighted average being offered by Respondent would have cost it more than the implemented plan of about \$767 per employee. (Tr. 456, GC Ex. 17).

When questioned by the ALJ about why, if Respondent was unwilling to agree to any plan that did not represent a cost savings over the plan it implemented in March, it made such a proposal, Respondent's labor relations director Fred Begle claimed that the figure was wrong and that the \$820 weighted average and the \$835 average Respondent eventually agreed to did represent a savings over the implemented offer. (Tr. 469-470) Respondent offered no documentary evidence of this error, however, and never communicated the new figure to the Union, even though several more proposals and costs sheets changed hands throughout negotiations occurring in January and February. Begle admitted that there were no documents that he knew of setting forth the corrected costs to Respondent of the plan contained in the LBO. (Tr. 471) Respondent said it would produce such a document if it could be found, but failed to do so. (Tr. 473)

Begle claimed that he never looked at the comparison between the two figures prior to the hearing. (Tr. 470) It seems unlikely that he would not have noticed a discrepancy between \$767 per month and \$820 per month in a document that he prepared himself, or that this discrepancy would not have been noticed when prior costs sheets changed hands or during the investigation of the underlying charge in this matter. Such a far-fetched claim undermined the balance of Mr. Begle's testimony and supports the ALJ's determination that Respondent never conditioned switching to the MRCC plan on obtaining greater cost savings than it could obtain with the plan it implemented on March 1.

Respondent also claims that the ALJ “had no basis for disregarding repeated, specific testimony on the Company’s position from its chief bargainers and witnesses in favor of making an intuitive finding from a complicated spreadsheet...” As a matter of fact, the ALJ did have a basis for disregarding the testimony of Respondent’s chief bargainers. First, as noted by the ALJ, Respondent’s witnesses were not consistent in their testimony. The Respondent’s chief negotiator testified that any new plan it agreed upon would have to create savings as compared to the expired collective bargaining agreement, not the implemented plan. ALJD, p. 11; Tr. 358-359. In addition, during their testimony both of Respondent’s witnesses relied upon bargaining notes that had been changed in advance of the hearing, likely “in order to provide documentation more favorable to the Respondent.” ALJD, p. 7, fn 11.

Finally, Respondent argues that it would not make sense for it to bargain against itself and agree to a healthcare plan that did not represent a savings over the plan it implemented on March 1, 2009. Whether or not such a strategy made sense, the fact remains that Respondent continued to exchange proposals with the Union in which it increased its proposed contribution from a low of \$767 to a high of \$835. Respondent’s willingness to make significant forward progress in its discussions with the Union, coupled with the Union’s willingness to lower the contribution amounts that it demanded, clearly support the ALJ’s finding that the

parties engaged in fruitful discussions sufficient to break any impasse that existed in December 2008.

E. Respondent's claim that the Board agent investigating this charge was biased and denied it due process is completely unfounded

Respondent has again raised the spurious claim, which was soundly rejected by the ALJ in this matter, that the Board agent assigned to investigate this matter engaged in inappropriate conduct by simply doing her job in accordance with the casehandling manual. The investigator, in consultation with her supervisor, merely advised the Charging Party of its right to amend the charge in this matter. That action was entirely consistent with the General Counsel's Casehandling Manual (Unfair Labor Practice Cases), CHM 10052.6, which directs agents, in consultation with their supervisors, to review and revise allegations and issues raised during an investigation of a charge, in order to adjust to developments in the case. CHM 10052.7 directs Board agents to "apprise the charging party of any potential issues and provide the charging party an opportunity to amend the charge in a timely fashion, if necessary, in order to pursue additional allegations."

To suggest that the agent did anything wrong in suggesting an amendment suggests that Respondent is grasping at straws in this matter. The fact that an amendment is filed does not guarantee that the Region will issue a complaint

based on that amendment, or even that the agent investigating the charge believes there is enough evidence to support a complaint. Rather, the purpose of an amended charge is to afford the Charged Party the opportunity to know all of the issues being investigated by the Board and allow it to respond with affidavits or other evidence if it so chooses.

In its brief, Respondent cites CHM 10050, which states that board agents should not provide advice to parties and should remain neutral. Identifying an issue during an investigation and suggesting an amendment does not constitute advocacy. In fact, CHM 10062.5 directs a Board agent who uncovers evidence of an unfair labor practice not specified in a charge to determine, with appropriate supervision, whether the charge would support complaint allegations covering the apparent violations revealed by the investigation. If the charge is “too narrow, not sufficiently specific or otherwise flawed, the charging party or its representative should be apprised of the potential deficiency in the existing charge and given the opportunity to file an amended charge.” An amended charge is designed to provide a charged party with due process rights, not take them away.

Respondent’s argument has no basis in fact or in law.

F. The Remedy ordered by the Administrative Law Judge is appropriate.

Respondent's argument that a make whole remedy should be limited to the time period between March 1 and March 20 is not supported by the record.

Respondent claims that a new impasse was reached on March 20, after the Union "walkout over trailing costs." As discussed in more detail in Counsel for the

General Counsel's Brief in Support of Cross-Exceptions in this matter,

Respondent introduced its demand that the Union pay Respondent's trailing costs

to avoid reaching agreement in this matter. Respondent is essentially arguing that

it should be rewarded for introducing a demand on March 20 which has been

found by the ALJ to be regressive, and which Counsel for the General Counsel

argues was intended to create an impediment to agreement. That argument must

fail.

Respondent cites the fact that the parties did not meet again after March 20 as evidence that they were at impasse as of that date. At the hearing, Fred Begle

testified that the Union made no attempt to bargain with Respondent after walking

out of the March 20 meeting. (Tr. 489) However, Counsel for the General

Counsel introduced email messages from the Union to Begle requesting

bargaining on May 14. (GC Ex. 39)

Respondent has demonstrated no compelling reason why it should not be ordered to restore the health care plan in the expired agreement while it bargains with the ASW for a new agreement. Begle testified that Respondent could have aborted the process to change over its insurance at any time, and that even though its insurance provider had been given a date for the new plan to take effect, it could have changed that date. ALJD, p. 15; Tr. 504-505. Even if Respondent bears some inconvenience or cost in returning to the plan offered in the expired agreement, the “consequences of Respondent's disregard of its statutory obligation should be borne by the Respondent, the wrongdoer herein, rather than by the employees.” *Hamilton Electronics Co.*, 203 NLRB 206 (1973).

IV. CONCLUSION

For the reasons set forth above and in the Administrative Law Judge's Decision, it is urged that Respondents' Exceptions be denied in their entirety. It is further requested that the Board affirm the ALJ's findings of fact, conclusions of law, and recommended Remedy, except as provided in Counsel for the General Counsel's Cross-Exception to the Administrative Law Judge's Decision.

Dated at Detroit, Michigan this 29th day of July, 2010

Sarah Karpinen

Sarah Pring Karpinen
Counsel for the General Counsel
National Labor Relations Board
Region 7
477 Michigan Ave., Room 300
Detroit, MI 48226

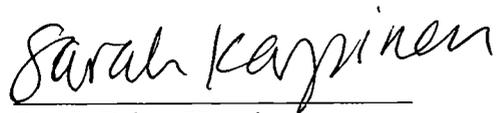
CERTIFICATE OF SERVICE

I certify that on the 29th day of July, 2010, I electronically served copies of the Counsel for the General Counsel's Answering Brief to Respondent's Exceptions to the Administrative Law Judge's Decision in Comau, Inc., Case 7-CA-52106, on the following parties of record:

Thomas G. Kienbaum, Esq.
Kienbaum, Opperwall, Hardy &
Pelton, P.L.C.
280 North Old Woodward Avenue, #400
Birmingham, MI 48009
tkienbaum@kohp.com

Edward J. Pasternak, Esq.
2000 Town Center, #2370
Southfield, MI 48075
ejp@novaratesija.com

Willie Rushing
8953 Birwood
Detroit, MI 48204
wrushing259757@comcast.net



Sarah Pring Karpinen
Counsel for the General Counsel