

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA (AFL-CIO), LABORERS' LOCAL NO. 860

Charged Party – Labor Organization; and

MCNALLY/KIEWIT ECT JV

Charging Party – Employer; and

CASE NO. 08-CD-086140

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 18

Party-In-Interest – Labor Organization

**POST-HEARING BRIEF ON BEHALF OF
MCNALLY/KIEWIT ECT JV**

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I. SUMMARY

There are three jobs assignments at issue in this Section 10(k) hearing: (1) Segment Preparation Person; (2) Ring Builder 1; and (3) Ring Builder 2. All jobs relate to the construction of the tunnel support system for a massive 18,000-ft long underground sewage tunnel. McNally/Kiewit ECT JV (hereinafter "MK") has properly assigned all three positions to the Laborers International Union of North America (AFL-CIO), Laborers Local No. 860 (hereinafter the "Laborers"). This assignment is consistent with MK's past practice, area and industry practice, skill set and training of the Laborers as compared to the Local 18, safety, economy and efficiency of operation, and the Collective Bargaining Agreement between the Laborers and MK.

The record affirmatively shows that the International Association of Local 18, Local 18 (hereinafter "Local 18") had no qualified members to fill these positions. Indeed, Local 18 did not even claim to have any qualified members. (Tr. 172, l. 21). Additionally, the record is devoid of any testimony from Local 18 to explain why MK's work assignment should be set aside.

Accordingly, the Board should find that MK properly assigned each of these positions to the Laborers.

II. JURISDICTION

During the 10(k) hearing, the parties made several stipulations. First, that MK is a partnership with its offices in Westlake, Ohio and a principle job site in Cleveland, Ohio and is engaged in the construction of Euclid Creek Tunnel. (Tr. 13-14). Second, that MK is engaged in commerce within meaning of Section 2(5) of the Act. (Tr. 14-15). Third, that the Laborers and Local 18 were both labor organizations within the meaning of Section 2(5) of the Act. Lastly, the parties stipulated that, at all relevant times, MK was purchasing and receiving goods and

services valued in excess of \$50,000 directly from points located outside the State of Ohio. (Tr. 13-14).

III. MOTION TO AMEND NOTICE OF HEARING

Both MK and the Laborers moved, on the morning of the Section 10(k) hearing, to amend the Notice of Hearing to include all three job assignments, *i.e.*, Segment Prep Person, Ring Builder 1, and Ring Builder 2. (Tr. 21, l. 16, 25-Tr. 22, l. 1-8). The Regional Director issued the original Notice of Hearing based upon statements obtained during the investigation, in which Local 18 stated that it would disclaim the Segment Prep Person job. A written stipulation was provided to verify the disclaimer, but Local 18 refused to execute the written stipulation. The record contains a colloquy between the Hearing Officer and all counsel regarding this motion. (Tr. 15-23). The record that has developed in this case relates to all three positions. For the reasons set forth in the record and herein, MK requests that the Board amend the Hearing Notice to include all three job assignments.

IV. LAW AND ARGUMENT

A. The Work in Dispute.

The three job assignments in dispute are: (1) Segment Preparation Person; (2) Ring Builder 1; and (3) Ring Builder 2.

B. Application of the Statute.

There is no doubt that the statute, particularly Section 8(b)(4)(D) and Section 10(k), applies in this case:

Before the Board may proceed with a determination of a dispute pursuant to Section 10(k) of the Act, it must be satisfied that: (1) there are competing claims for the work; (2) there is reasonable cause to believe that Section 8(b)(4)(D) has been violated; and (3) the parties have not agreed on a method for the voluntary adjustment of the dispute.

Laborers Int'l Union of North America (Eshbach Brothers, LP), 344 NLRB 201, 202 (2005) (internal citation omitted).

1. There Are Competing Claims for the Work.

The record affirmatively shows that both the Laborers and Local 18 made verbal demands to MK for all three job assignments. (Tr. 163, l. 13-14, 21-25). Additionally, Local 18 provided MK a job assignment form and demanded that MK complete the form so as to assign all three jobs to its members. (Tr. 175, l. 3-12; Tr. 166, l. 20-22 and Employer Exhibit 34). MK refused to do so. After it made these verbal demands and requested MK complete Exhibit 34, Local 18 then filed a grievance. (Joint Exhibit 5). MK responded to the grievance. (Joint Exhibit 6).

The grievance later became the basis of a Motion to Quash the Notice of Hearing filed by Local 18 at 5:00 p.m. on the evening before the 10(k) hearing. During the 10(k) hearing, the parties agreed that MK would respond to the Motion in its post-hearing brief. (Tr. 10, l. 22, Tr. 11, l. 18).

2. There Is Reasonable Cause to Believe that Section 8(b)(4)(D) Has Been Violated.

Section 8(b)(4)(D) makes it an unfair labor practice for a union to strike or otherwise threaten or coerce an employer to assign particular work to one group of employees rather than to another. *NLRB v. Plasterers' Local Union No. 79*, 404 U.S. 116, 123 (1971); *see also Int'l Union of Operating Eng'rs, Local 137*, 355 NLRB 330, 332 (2010) ("It is well established that threats of picketing and work stoppages constitutes proscribed means."). The Laborers threatened MK with a strike if its members were not assigned the three positions at issue. (Joint Exhibit 7). MK was concerned about labor unrest because Local 18 had previously damaged equipment and walked off the job site. (Tr. 222, l. 7-12). Moreover, Local 18 had conducted an

illegal strike and damaged equipment over a prior job assignment dispute concerning a subcontractor used by MK on the project. (Tr. 222, l. 7-12, Proffer Tr. 171, l. 7 to Tr. 172, l. 2). Under these circumstances, there is reasonable cause to believe that the Laborers used proscribed means to enforce its claim to the work.

3. The Parties Have Not Agreed on a Method for Voluntary Adjustment of the Dispute.

MK and the Laborers stipulated that there was no agreed method of settling the dispute over the assignment of the work. (Tr. 28). The record of the 10(k) proceeding also shows that there is no agreed method of settling the dispute between the three parties. (Tr. 175, l. 3-12). Local 18 did not rebut this testimony or claim that there was an agreed method to settle the dispute.

C. Merits of the Dispute.

Having established that the dispute is properly before the Board,

Section 10(k) requires the Board to make an affirmative award of disputed work after consideration of various factors. *NLRB v. Electrical Workers Local 1212 (Columbia Broadcasting)*, 364 U.S. 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors in a particular case. *Machinists Lodge 1743 (J.A. Jones Construction)*, 135 NLRB 1402 (1962).

Eshbach Brothers, 344 NLRB at 203. The following factors are relevant in making the determination of this dispute:

1. The Collective Bargaining Agreements and Certification.

There are no certifications at issue here. (Tr. 23-24). Rather, the Collective Bargaining Agreement of the Laborers covers the work in dispute. (Joint Exhibit 1, Pages 6, 15, 41). The Collective Bargaining Agreement of Local 18 (Joint Exhibit 3), on the other hand, does not cover the disputed work.

2. Past Practice.

MK's past practice will be further developed in this brief; however, the past practice clearly demonstrates that the Laborers always have always performed the work in question. (Tr. 177, l. 6).

3. Employer Preference.

The factor of employer preference is generally entitled to "substantial weight." *Iron Workers Local 1 (Goebel Forming)*, 340 NLRB 1158, 1163 (2003); *see also Machinists (Hudson General Corp.)*, 326 NLRB 62, 67 (1998) ("The Board has consistently placed great weight on the factor of employer preference in making work assignment awards."). Here MK has weighed all of the relevant factors and exercise its preference to assign all three jobs to the Laborers. (Tr. 173, l. 1-8).

4. Area and Industry Practice.

Details concerning industry and area practice will be developed further in this brief; however, the area and industry practice unquestionably shows that the Laborers have historically performed the disputed work. (Tr. 178, l. 18). The record is devoid of any testimony by Local 18 that its members have ever performed the work.

5. Relative Skills and Training.

The record shows that the Laborers have the appropriate skill, experience, and training to perform the work in question. (Tr. 176, l. 23). The record is devoid of any testimony by Local 18 in that its members have the relative skill and training. Further, the record demonstrates that Local 18 did not have qualified employees.

6. Economy and Efficiency of Operation.

Having the Laborers on the job allows for the most efficient operation. If Local 18 were to perform the disputed work, MK would need to hire additional employees, who would sit idle. (Tr. 178, l. 23; Tr. 179, l. 12). The record also demonstrates that it is safer for the Laborers to perform the work in question.

As the Board held in *Eshbach Brothers*, 344 NLRB at 204, *Operating Engineers Local 825 (Walters & Lamberts)*, 309 NLRB 142, 145 (1992), *Laborers District Council (Paul H. Schwender, Inc.)*, 304 NLRB 623, 625 (1991), *Laborers Union Local 113 (Joseph Lorenz, Inc.)*, 303 NLRB 379, 381 (1991), *Laborers Local 76 (Carlson & Co.)*, 286 NLRB 698, 701 (1987), and *Operating Engineers Local 77 (C.J. Coakley Co., Inc.)*, 257 NLRB 436, 440 (1981), this factor weights heavily in favor of awarding the disputed work to employees represented by the Laborers.

D. Argument.

MK is engaged in constructing a massive sewer tunnel in Greater Cleveland, Ohio known as the Euclid Creek Tunnel ("ECT"). The tunnel is more than 18,000 feet long and is 200 feet underground. (Tr. 35, l. 24 – Tr. 36, l. 14). It is 27 feet in diameter. (Tr. 37, l. 7). MK is using a tunnel boring machine ("TBM") to excavate the tunnel. The TBM is more than 370 feet long and weighs more than one million pounds. (Tr. 38, l. 9; Tr. 39, l. 15 and Employer Exhibit 2).

The TBM is best compared to a ship or a submarine in that it is operated by a crew consisting of multiple workers. (Tr. 45, l. 11-15). The crew of the TBM consists of the following:

CREW OF TBM			
<u>Job</u>	<u>Trade</u>	<u>Duties</u>	<u>Reference</u>
Captain	Local 18	Steers TBM from cab	TR 45, L 10
Mechanic	Local 18	Mechanical services for TBM	TR 50, L 5
Electrician	Electricians Union	Electrical services for TBM	TR 50, L 8
Tail Gunner	Laborers	Installs utilities and utility brackets	TR 52, L 1-4
Conveyor Builder	Laborers	Install horizontal conveyor structure	TR 52, L 17-18
Laborer	Laborers	General labor, including building rails and help with utilities	TR 53, L 18-22

All six of these positions are needed in order to have the machine operate properly and advance as intended. The machine advances in five-foot increments. (Tr. 123, l. 16). It advances while being steered or driven by an Operating Engineer located in the control cab. After it advances five feet forward, then the Operating Engineer stops the machine, throws the safety switch in the operator's cab, and allows the Ring Builders and Segment Prep Person to perform their work. (Tr. 129, l. 1-4). The Ring Builders and Segment Prep Person use tools attached to the front of the TBM in the same fashion that other Laborers have used tools attached to the TBM on previous jobs for MK. (Tr. 291, l. 15; Tr. 292, l. 7, 19; Tr. 293, l. 13, 24; Tr. 294, l. 2).

The TBM operator sits in a control station 105 feet to the rear of the area where employees in the three disputed positions are required to build the tunnel support system. (Tr. 74, l. 11 and Employer Exhibit 2). It is unsafe to allow the TBM operator to build the tunnel support system. The TBM operator cannot physically see the employees who are building the tunnel support system. (Tr. 46, l. 19; Tr. 49, l. 14).

The tunnel support system for the ECT Project is being constructed from precast concrete segments that each weigh between 7,500 and 11,400 pounds. (Tr. 129, l. 14, Tr. 60, l. 16 and Employer Exhibit 3). The three jobs in question require the employees to manipulate these precast concrete segments and construct a ring to support the tunnel. Six segments are assembled to construct one entire ring that weighs 60,000 pounds, 5-feet wide, and 26-feet in total diameter. (Tr. 59, l. 14-22).

It is imperative that the tunnel be adequately supported. (Tr. 60, l. 13). The construction of a tunnel support system from precast segments is only one of many ways to build a tunnel support system. Regardless of the materials used to construct a tunnel support system, it has always been the practice in the industry and the practice of MK to utilize Laborers to construct the tunnel support system. (Tr. 61, l. 14; Tr. 332-339).

The tunnel support system is an integral part of the construction of a tunnel and prevents cave-ins. (Tr. 67, l. 124 – Tr. 68, l. 1) The construction of the tunnel and the tunnel liner systems is work specifically covered and identified in the Collective Bargaining Agreement of the Laborers. (Joint Exhibit 1, Pages 15, 41-46) Historically construction of a tunnel liner system can be accomplished in a variety of ways. The method used often is dictated by the subsurface ground conditions.

Other types of tunnel liner systems regularly installed by Laborers in the industry include: precast pipe (Tr. 62, l. 13-20); cast-in-place concrete (Tr. 62, l. 23 – Tr. 63, l. 4); steel metal liner plate (Tr. 63, l. 10-18); steel ribs with wood lagging (Tr. 63, l. 23 – Tr. 64, l. 4); steel ribs and steel lagging (Tr. 64, l. 9-25); rock bolts, wire mesh, and shotcrete (Tr. 65, l. 6-19); and fiberglass pipe (Tr. 65, l. 9-17). Indeed, Tom Szaraz, Project Manager for MK, has never seen a project in which a trade other than Labor took responsibility for installing the tunnel lining system (Tr. 66, l. 25).

The purpose of a tunnel support system is to provide a clean, smooth, and water-tight surface, and to prevent cave-ins. (Tr. 67, l. 18 – Tr. 68, l. 1).

The record shows that Laborers frequently use tools to help them construct the tunnel lining system. On the ECT project, for example, the Laborers used a Commando operated by a remote for the purpose of installing rock bolts used in a tunnel liner on this project. (Tr. 79, l. 12-Tr. 83, l. 6 and Employer Exhibit 12A and 12B). On this same project, the Laborers used an Oruga Shot Crete machine to install shotcrete used as part of a tunnel liner system. (Tr. 85, l. 6).

On the Southwest Interceptor project, there was a drill attached to the front of the TBM operated by the Laborers to help install the tunnel lining system. (Tr. 290, l. 15; Tr. 291, l. 15). Also on the Southwest Interceptor project, in the soft ground portion of the tunnel, there was an erector attached to the front of the TBM machine operated by the Laborers to install the steel ribs used as part of the tunnel support system. (Tr. 292, l. 7). On the Westlake Interceptor 2 project, moreover, there was an erector attached to the TBM machine used by the Laborers to install ribs as part of the tunnel support system. (Tr. 292, l. 3). Similarly, for this project, there is an erector and an unloader attached to the front of the TBM. The Laborers use these tools to construct the tunnel support system. (Tr. 293, l. 3 – Tr. 294, l. 2).

The ECT tunnel is physically much larger than previous tunnels constructed by MK and, thus, requires a larger tunnel boring machine. As an example, the West Scioto tunnel was 7,350-foot long with a diameter of 9.5 feet. The ECT tunnel at issue in this project, however, is 18,000-foot long with a 27-foot diameter. (Employer Exhibit 13 and Tr. 37, l. 7). The physical difference in the size of the tunnel boring machines can be seen by comparing Employer Exhibit 13 to Employer Exhibit 1.

The record contains no evidence offered by Local 18 explaining why the ECT project should be managed any differently than all previous projects in which the Laborers constructed the tunnel support system. On each of these previous projects, as on the ECT project, the Laborers constructed the tunnel support system with the same type of tools, including those attached to the front of the TBM.

The three jobs in question in this 10(k) proceeding require the workers to not only handle the tunnel lining segments, but also to perform a broad variety of general laborer work. This work includes handling sledgehammers to beat in dowels (Tr. 104, l. 12 and Employer Exhibit 14, 15, 16, 22, 25, 27 and 28), handling pneumatic impact wrenches to tighten 18-inch long bolts (Tr. 150, l. 11 and Employer Exhibit 21), keeping the area clean with a broom and shovel (Tr. 179, l. 12), moving and installing 30-foot long steel locomotive tracks (Tr. 150, l. 15), and jumping and reinstalling gantry track.

The job descriptions of all three jobs at issue require the employees to perform a variety of tasks which are classically within the work jurisdiction of a laborer. This includes the movement and installation of gantry track and locomotive track. The railroad track sections are 30-feet long and need to be installed as the TBM advances. (Tr. 157, l. 13). This installation requires the Laborers who hold the position of Ring Builder 1, Ring Builder 2 and Segment Prep

Person to take sledgehammers and beat the railroad ties and the railroad track so that the track is bent into the proper configuration. (Tr. 159, l. 1-4).

MK has indicated its preference to have Laborers perform this work for the following reasons: past practice of MK, past area and industry practice, safety, economy and efficiency of operation, experience of the Laborers, lack of experienced employees by Local 18, and compliance with the Collective Bargaining Agreement with the Laborers.

V. OPPOSITION TO MOTION TO QUASH NOTICE OF HEARING

In its Motion to Quash the Regional Director's Notice of Hearing, Local 18 claims that it does not really want the work in dispute, but instead merely wants its members to be paid in lieu of performing that work. Yet, no credence in fact or law can be give to this transparent contention.

First, the contention is false as established by the record in this case. Local 18 claimed the actual work by virtue of its numerous verbal demands (Tr. 163, l. 13-14, 21-25) and its provision of the assignment form to MK (Tr. 175, l. 3-12; Tr. 166, l. 20-22 and Employer Exhibit 34).

Second, the Board has made clear that a pay-in-lieu grievance constitutes a claim for the disputed work:

The Operating Engineers contends that there are no competing claims because its grievance requests compliance with its collective-bargaining agreement, not the reassignment of the disputed work. We find no merit to this contention. This case presents a traditional 10(k) situation in which two unions have collective-bargaining agreements with the Employer and each union claims its contract covers the same work. In these circumstances, *a claim to the work in dispute based on an asserted contractual right to the work does not remove the case from being a 10(k) dispute.* Rather, the contractual claim constitutes a claim to the work and is one of the relevant factors for the Board's consideration in awarding that work. Otherwise, a union could consistently avoid the reach of Section 10(k) and

Section 8(b)(4)(D) of the Act by couching its claim in terms of a contract claim for damages. Consequently, we conclude that there exists active competing claims to disputed work between rival groups of employees.

Laborers Local 931 (Carl Bolander & Sons Co.), 305 NLRB 490, 491 (1991) (internal citation omitted) (emphasis added); *see also Laborers (Eshbach Bros., LP)*, 344 NLRB 201, 202 (2005); *Laborers Local 113 (Super Excavators)*, 327 NLRB 113, 114 (1998); *Longshoremen ILWU Local 7 (Georgia-Pacific Corp.)*, 273 NLRB 363, 366 (1984).

Recently, the Board reaffirmed its continued adherence to this construction of law:

It is well established that a union's lawsuit to obtain work awarded by the Board under Section 10(k) to a different group of employees, or monetary damages in lieu of the work, has an illegal objective . . . and violates Section 8(b)(4)(ii)(D).

Sheet Metal Workers Int'l Ass'n., Local 27 (E.P. Donnelly, Inc.), 357 NLRB No. 131, 2011 NLRB LEXIS 693, *9 (Dec. 8, 2011) (internal citation omitted); *see also Local 30, United Slate, Tile & Composition Roofers v. NLRB*, 1 F.3d 1419, 1426 (3rd Cir. 1993) (“[T]he pursuit of a . . . breach of contract suit [for pay-in-lieu] that directly conflicts with a section 10(k) determination has an illegal objective and is enjoined as an unfair labor practice under Section 8(b)(4)(ii)(D).”). In that case, the Board strenuously rejected a District Court’s characterization of a prior Board decision as allowing a damage claim in conflict with an award under Section 10(k). *E.P. Donnelly, Inc.*, 2011 NLRB LEXIS 693 at *13. Thus, the Board continues to reject any distinction between a claim for the work and a claim for monetary damages in lieu of the work.

In *Laborers’ District Council of Ohio, Local 265 (AMS Construction, Inc.)*, a decision arising out of Ohio, the Board similarly disposed of the notion that there is any such distinction:

Operating Engineers’ claim to the disputed work is demonstrated by its filing of two pay-in-lieu grievances with the Employer, each

effectively claiming the directional boring work. *See Carpenters Los Angeles Council (Swinerton & Walberg)*, 298 NLRB 412, 414 (1990) (pay-in-lieu grievance may constitute a competing claim for work). *See also Local 30, United Slate, Tile & Composition Roofers v. NLRB*, 1 F.3d 1419, 1427 (3rd Cir. 1993) (attempted distinction “between seeking the work and seeking pay for the work is ephemeral.”).

356 NLRB No. 57, 2010 NLRB LEXIS 518, *12-13 (2010); *see also T. Equipment Corp. v. Mass. Laborers’ District Council*, 166 F.3d 11 (1st Cir. 1999) (“[T]here can be no logical distinction between seeking the work and seeking payment for the work.”). Hence, Local 18’s curious claim that it just wants monetary damages is erroneous on the facts and erroneous on the law.

VI. RELIEF SOUGHT

For the foregoing reasons, MK respectfully requests that it be allowed to continue to assign the position of Ring Builder 1, Ring Builder 2, and Segment Preparation Person to the Laborers. MK requests a ruling that the Local 18 are not entitled to claim such work and that neither the Laborers nor Local 18 are to engage in violations of Section 8(b)(4)(D) to obtain it.

VII. CONCLUSION

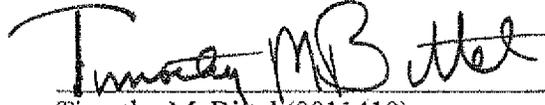
The relevant factors in this case overwhelming indicate that MK should be allowed to continue to assign the positions of Ring Builder 1, Ring Builder 2, and Segment Preparation Person to the Laborers. Employer preference and past practice, area and industry practice, relevant skills and training, economy and efficiency of operation, and safety are compelling in that regard. The factor of certification is neutral. The fact that the Collective Bargaining Agreement of the Laborers specifically includes the construction of tunnels favors the requested result. That Local 18 neither presented testimony as to the reasons for which they would request these job assignments, nor allege that they possessed qualified employees to fill the positions, strongly favors the requested result. Under these circumstances, there is no question that the

position of Ring Builder 1, Ring Builder 2, and Segment Preparation Person should be awarded to the Laborers.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

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