

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, AFL-CIO and
INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 4, AFL-CIO

and

Cases 19-CC-092816
19-CC-115273
19-CD-092820
19-CD-115274

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 48, AFL-CIO

**COUNSEL FOR THE GENERAL COUNSEL'S REPLY BRIEF TO
RESPONDENTS ILWU'S AND ILWU LOCAL 4'S ANSWERING BRIEF IN
RESPONSE TO GENERAL COUNSEL'S AND IBEW LOCAL 48'S EXCEPTIONS**

Recognizing the tenuous ground on which Administrative Law Judge William Schmidt's ("ALJ Schmidt's") decision in the instant matter rests, Respondents seek to: 1) reopen the record to include alleged post-hearing events to aid their cause;¹ 2) relitigate a threshold issue of collusion to make the Board's 10(k) decision underlying their 8(b)(4)(D) conduct magically disappear;² and 3) distort the General Counsel's ("GC") argument and the record evidence in their Answering Brief ("ABR") to the GC's and IBEW Local 48's Exceptions. The instant Reply Brief addresses this third point below.

I. Respondents Have Distorted the GC's Argument and the Law in Seeking to Shield Their Coercive Conduct from the Proscriptions of § 8(b)(4)(D)

In their answering brief, Respondents erroneously accuse (ABR at 23-24) the GC of claiming that parties cannot relitigate legal issues in an 8(b)(4)(D) unfair labor practice proceeding and misconstruing the principles of *ITT v. Electrical Workers*, 419 U.S. 428 (1975), and *Longshoremen Local 6 (Golden Grain)*, 289 NLRB 1 (1988) and its progeny. Following that reasoning, Respondents contend (ABR 26) that the Board should reach the absurd conclusion that "the 10(k) decision deserves no weight as to whether Respondents violated 8(b)(4)(D)." The Board should reject Respondents' argument outright, as it is disingenuous, or misleading, at best.

As cited in the GC's Exceptions Brief (at 41), Board cases are numerous and consistent in finding that a union's actions that coerce an employer to award disputed work to employees they represent rather to employees awarded the disputed work in the Board's 10(k) decision violate § 8(b)(4)(D). See, e.g., *Machinists District Lodge 160 (SSA Marine, Inc.)*, 360 NLRB No. 64 (2014), and all cases cited therein. As those cases establish, the Board's 10(k) decision and findings are the basis for establishing that, like here, a union's conduct in coercing an employer to award the work to its employees in derogation of the 10(k) award violates § 8(b)(4)(D). Such post-10(k)-award conduct is proscribed by § 8(b)(4)(ii)(D) "because it

¹ The GC has filed a separate Opposition to Respondents' Motion to Reopen the Record demonstrating that Respondents' Motion conflicts with Board precedent. Accordingly, the GC moves to strike all references in Respondents' Answering Brief ("ABR") (See, e.g., ABR at 1 n.1; 44 n.44; 47 n.48; 49 n.52) to the purported evidence that Respondents have improperly sought to add to the record.

² The GC has filed a separate Answering Brief to Respondents' Cross Exceptions regarding this issue showing both that ALJ Schmidt properly rejected Respondents' improper efforts to relitigate this threshold issue and that Respondents' evidence is woefully inadequate to establish collusion and/or deceit.

directly undermines the 10(k) award, which, under the congressional scheme, is supposed to provide a final resolution to the dispute over which group of employees are entitled to the work at issue." *Roofers Local 30 (Gundle Construction)*, 307 NLRB 1429, 1430 (1992).

Although Respondents cite (ABR at 24) *Plumbers Local 290 (Streimer Sheet Metal Works)*, 323 NLRB 1101 (1997), the **one** case where the Board dismissed the § 8(b)(4)(D) allegation against a union that continued its coercive conduct (picketing) after the 10(k) proceeding, that case has never been cited subsequently by either the Board or courts and is readily distinguishable. The Board dismissed the 8(b)(4)(D) allegation there because the union's picketing did not have an object of forcing the employer to reassign the disputed work to its employees, but only the lawful object of demanding that the employer pay area-standards wages and benefits. Without such an object, the union's conduct could not violate § 8(b)(4)(D). By contrast, all of Respondents' unlawful conduct here (maintenance of grievances seeking damages for the performance of the disputed work; directives to take various steps to hire Respondents' members to perform the disputed work; and physically restraining Local 48 electricians from performing the disputed work awarded to them by the Board in the 10(k) proceeding) has an unlawful object of coercing neutral employer Kinder Morgan Terminals, Inc. ("KMT"), to reassign the disputed work to employees they represent.

Contrary to Respondents' claim (ABR at 23, 25), the GC did not argue in his Exceptions Brief that Respondents were precluded from relitigating legal issues decided in the 10(k) proceeding or that the 10(k) decision is "preclusive." In fact, the GC stated in his Exceptions Brief (at 43-44) that "the Board's 10(k) findings and conclusions are not *res judicata* in the subsequent 8(b)(4)(D) unfair labor practice proceeding." Moreover, contrary to Respondents' contention (ABR at 25), the GC's argument that ALJ Schmidt improperly substituted his flawed legal analysis for that of the Board based on the same evidence does not conflict with the teachings of *Longshoremen Local 6 (Golden Grain)*, 289 NLRB 1 (1988), and its progeny (*Laborers Local 721 (Hawkins & Sons)*, 294 NLRB 166 (1989), and *Architectural Metal Workers Local 513 (Custom Contracting)*, 292 NLRB 792 (1989)).

Those three cases were all denials of motions for summary judgment in which the Board found, *inter alia*, that the respondent unions were not required to offer new evidence (*i.e.*, that had not been

presented in the 10(k) proceeding) *in order to be entitled to a hearing* on the 8(b)(4)(D) allegations. Here, however, Respondents did receive a hearing (indeed, several days' worth) to present their evidence. Although Respondents were not required to proffer new or previously unavailable evidence to show that they were entitled to a hearing, they were required to proffer evidence showing that the Board's 10(k) findings that they challenge are incorrect. *Marble Polishers Local 47-T (Grazzini Bros.)*, 315 NLRB 520, 522 (1994). As Respondents have not proffered evidence showing that the Board's 10(k) findings (factual and legal) were incorrect, and ALJ Schmidt has merely substituted his flawed legal judgment for that of the Board, the Board's 10(k) findings should not be reversed. Respondents' coercive conduct thereby undermines the 10(k) decision and violates § 8(b)(4)(D).

II. Respondents Have Not Met Their Work Preservation Burden

A. *ILA I* and *ILA II* Do Not Support Respondents' Work Preservation Claim

The GC argued in his Exceptions Brief (at 35-36) that ALJ Schmidt wrongly determined that *NLRB v. ILA Longshoremen*, 447 U.S. 490 (1980) ("*ILA I*"), and *NLRB v. Longshoremen*, 473 U.S. 61 (1985) ("*ILA II*"), supported Respondents' work preservation defense because the disputed electrical work was *not* work traditionally performed by unit employees represented by Respondents. Respondents now claim (ABR at 27-28) that the disputed electrical work is fairly claimable because the electrical work in dispute is maintenance and repair work. That, however, is the ultimate issue and Respondents have offered little to support their broad assertion.

Due to the inherent dangers associated with working with electricity, performance of such work requires special licensing and separate national and state electrical codes. (See, e.g., TR 373:12-14; 375:12-24; 629:14-15, 664:22 – 665:1; GCX 21-22). The fact that longshoremen have traditionally physically handled and moved the cargo, and maintained and repair the equipment for cargo handling (ABR at 28) does not magically transform such electrical work into traditional M&R work. Moreover, contrary to Respondents' additional argument (ABR at 28), Respondents are not preserving work eroded by technological change because such change cannot displace electrical work where that work was not traditionally performed by Respondents' unit employees.

There is no merit to Respondents' argument (ABR at 28) that the GC has fallen into the "analytical trap" prohibited by the Supreme Court (*ILA I* at 508) of allegedly focusing on the work performed by Local 48's electricians after the alleged technological innovation. In fact, in his Exceptions Brief, the GC focused on the traditional work performed by Respondents' unit employees and argued (at 28-36) that the disputed electrical work was neither the equivalent of, nor fairly claimable as, Respondents' traditional work of cargo handling and maintenance and repair of cargo handling equipment. Moreover, as argued by the GC (at 36) and specifically recognized by the Board in its 10(k) decision (GX 7 at 4), the disputed electrical work at issue did not result from the effects of technological change on traditional work performed by Respondents' unit employees.

Finally, Respondents' melodramatic contention (ABR at 29) that "ILWU will face widespread job loss" if they are "barred" from performing electrical maintenance and repair work is hyperbolic. Based on their claims, Respondents have a simple contractual solution. Respondents have repeatedly claimed throughout their brief (at 2, 5, 12, 19, 35, 37-38, 38 n.39, 40-41) that the Pacific Maritime Association ("PMA") and its representatives allegedly agree with Respondents that the disputed electrical work is maintenance and repair work under the PCLCD and that KMT is free to disregard the Board's 10(k) decision. If that is indeed true, Respondents can easily convince PMA to agree during the current negotiations for a successor agreement (ABR at 41) to make that crystal clear in the new contract and thereby bind all of its member employers to use their longshore employees to perform such electrical tasks regardless of the liability that such employers may face if such dangerous work is performed improperly.

B. Respondents Cannot "Preserve" Work That They Never Performed at the VBT Even Though They Represent A Coastwise Bargaining Unit

As the GC argued in his Exceptions Brief (at 28-31), ALJ Schmidt's determination that Respondents could establish a lawful work preservation objective regarding the disputed electrical work where they demonstrate that employees anywhere along its coastwise unit perform such work is directly at odds with the Board's conclusion in its 10(k) decision and applicable precedent. Although Respondents seek to distinguish (ABR at 32) cases cited by the GC, including *Longshoremen Local 1291 (Holt Cargo*

Systems), 309 NLRB 1250 (1992), on the alleged basis that that case did not address a work preservation objective in a coastwise basis or a multiemployer unit, that is not correct.

As in the present matter, the respondent union there raised a work preservation objective on the basis that its members and members of its parent union, the ILA, had traditionally performed the disputed work on a coastwise basis.³ The Board rejected that argument as follows:

The Union nonetheless insists that, even if its actions had a secondary effect, it was entitled to maintain its grievance because it was attempting to preserve work that it had traditionally performed [citations omitted]. Even conceding that the Union and its parent had traditionally performed the work of maintaining and repairing containers and chassis ... here there was nothing at all to preserve. Holt had been in business since 1967 and the Union had never represented the employees performing the work that it now seeks.

Id. at 1252-1253.

Similarly, KMT has been in business at the VBT since 1998 and Respondents had never represented the employees performing the electrical maintenance and repair work that they now coercively seek to acquire from employees represented by IBEW Local 48. Respondents cannot stretch the concept of work preservation to preserve work that never existed even on the basis on their coastwise unit. To accept such an argument would lead to the untenable proposition that any contractual violation by a member employer in a multi-employer unit would render each and every fellow member employer liable, regardless of location or distance, much less uniqueness of operation.

Furthermore, the Board has reaffirmed this principle in the past week. In *Longshore & Warehouse Local 19 (National Construction Alliance II)*, 361 NLRB No. 122 (2014), the Board rejected the same work preservation defense raised by an ILWU local that represents employees in the aforementioned coastwise unit. Citing its 10(k) decision underlying this KMT matter, the Board rejected ILWU Local 19's argument that the work dispute there was a contractual dispute involving work preservation because the

³ As Respondents know from their citation and description (ABR at 31) of *Bermuda Container Line Ltd. v. International Longshoremen's Ass'n*, 192 F.3d 350 (2d Cir.1999), the ILA, like the ILWU here, bargains with a multi-employer association and asserts a work preservation objective on the basis of work performed by longshoremen at coastwise ports on the Atlantic and Gulf Coasts from Maine to Texas.

"Longshoremen have never performed the work in dispute" for the targeted employer. *Id.*, 361 NLRB No. 122, slip op. at 5. The Board concluded that the "Longshoremen's objective is plainly work acquisition." *Id.*

Although Respondents seek to downplay the GC's analysis of *American President Lines, Ltd. v. ILWU*, 997 F.Supp.2d 1037 (2014) ["APL"], and *Bermuda Container Line LTD v. ILA*, 192 F.3d 250 (2d Cir. 1999) ["BCL"], by arguing (ABR at 32) that the GC has "invented" a two-part test, Respondents cannot escape the fact that in both cases the targeted employer had removed work from unit employees to nonunion employees so that the unions' efforts to reclaim the work for their unit employees had a lawful work preservation objective. By contrast, KMT here never removed the unit work because their employees never perform the disputed work for KMT or its predecessors.

Respondents' efforts to make APL and BCL apply by making the incredible statement (ABR at 34) that there is "no dispute" that ILWU performed electrical and electronic M&R work at the VBT until 1998 for KMT's predecessor must be rejected outright by the Board. There certainly is a dispute. Even ALJ Schmidt, whose work preservation analysis Respondents seek to support, found (at 4) that credible evidence established that KMT's predecessors at the VBT began using electrical contractors whose employees are represented by IBEW Local 48 to perform electrical M&R work years prior to KMT's arrival at the VBT. Furthermore, Respondents' reliance on the testimony of Lee Anderson that he performed incidental and unlicensed (Tr 781:12-19, 783:16-21) electrical work for one or two of KMT's predecessors at the VBT cannot establish work preservation. Respondents had presented Anderson's similar testimony in the 10(k) hearing as support for their work preservation defense and the Board rejected Respondents' claim that employees they represent performed some minor electrical work prior to KMT's operation at the VBT. GCX 7 at 4 n.3. The fact that Anderson repeated that already rejected testimony at the 8(b)(4) proceedings simply does not make Respondents' work preservation claims more credible.

Furthermore, none of the cases cited by Respondents (ABR at 31) satisfy their burden of proving a work preservation defense here. As argued by the GC in his Exceptions Brief (at 31), Respondents' reliance on *Sheet Metal Workers Local 162 (Associated Pipe)*, 207 NLRB 741 (1973), and *United Mine Workers (Galligan)*, 179 NLRB 479 (1969), is misplaced because they concerned whether contractual

clauses had an unlawful secondary effect proscribed by § 8(e) and the GC has not alleged that the PCLCD contractual provisions on their face violate § 8(e).

Although Respondents critique (ABR at 32 n.33) the GC's argument distinguishing those cases by arguing that a work preservation analysis is the same whether an 8(b)(4) or 8(e) violation is alleged, Respondents' argument misses the mark. The law is settled that a union that seeks to apply an otherwise lawful contractual provision in an unlawful secondary manner violates § 8(b)(4). *See, e.g., Sheet Metal Workers Local 27 (AeroSonics, Inc.)*, 321 NLRB 540 (1996); *Elevator Constructors (Long Elevator)*, 289 NLRB 1095 (1988). That is exactly what Respondents have done here by seeking to apply the facially valid work preservation language of the PCLCD to acquire the disputed electrical work that is *not* traditional longshore work historically performed by Respondents' bargaining unit members

Particularly puzzling is Respondents' reliance on *Sheet Metal Workers Local 98 (Ajax Co.)*, 174 NLRB 104 (1969), as the Board found that the union's conduct in that case, like here, had a cease-doing-business object in violation of § 8(b)(4)(B). Finally, *NLRB v. Sheet Metal Workers Local 28*, (2d Cir. 1987), is inapposite because it concerned the lawful application of a no-subcontracting clause in the building and construction industry in which the construction industry proviso, unlike here, applies to such clauses. *See Iron Workers Local 751 (Hoffman Construction)*, 293 NLRB 570, 571 n.7 (1989). *See also Hooks ex rel. NLRB v. International Longshore and Warehouse Union*, ___ Fed. Appx. ___, 2013 WL 5422527 n.2 (9th Cir. 2013) (Unpublished) (cases concerning subcontracting in the construction industry are inapposite as § 8(e)'s construction proviso permits different contractual relationships in that industry).

Finally, although Respondents take issue (ABR at 35) with the GC's argument regarding the sufficiency of their evidence, the GC reaffirms his contention in his Exceptions Brief (at 32) that reliance on the testimony of 5 employees out of the 28,000-29,000 (.0172-.0178%) employees in the coastwise unit that have performed *some* "electrical maintenance" at *some* point is insufficient to establish that such work is traditional bargaining unit work, even taking into account the testimony of PMA official Marzano and the self-serving testimony of Leal Sundet, one of Respondents' prominent officials.

C. The PCLCD Contractual Provisions Do Not “Preserve” the Disputed Electrical Work

The GC argued in his Exceptions Brief (at 32-33) that ALJ Schmidt wrongly relied on the Bulk Terminal and Red Circle LOUs to find that the PCLCD entitled Respondents to perform the disputed electrical work because those LOUs referred only to traditional maintenance and repair work. Although Respondents assert (ABR at 39) that the GC’s argument is “of no consequence” because it is “undisputed” the PCLCD requires KMT to assign “the work” to Respondent Local 4 and the contracting parties (ILWU and PMA) agree that the LOUs are relevant, that is true only with respect to traditional maintenance and repair work, not the disputed electrical work. Respondents’ additional contention that the Area Arbitrator’s finding is “binding” is certainly not true in this matter because she has no authority to decide whether Respondents’ coercive efforts to acquire the disputed work violate the NLRA.

Respondents also distort (ABR 39) the significance of the fact that Coast Arbitrator Kagel remanded the contractual matter to the Area Arbitrator as “routine appellate procedure.” As the GC argued in his Exceptions Brief (at 33), it would not have been necessary for Kagel to remand the matter if, as ALJ Schmidt wrongly reasoned, Respondents were entitled to perform the electrical M&R work at issue based solely on the determination that the LOU past practice exception did not apply to KMT. If ALJ Schmidt had been correct, Kagel’s reversal on the past practice exception claim would have decided the ultimate issue presented – that Respondents were entitled to the work – and no remand would be necessary.

Respondents also accuse (ABR 39-40) the GC of making the “shocking and reckless” claim that KMT had a gun to its head when presented with Respondents’ contractual claim, and argue that KMT was obligated to follow the contract. As Respondents know, however, KMT was presented with more than Respondents’ contractual demands. If KMT had acceded to those contractual demands, KMT also faced potential picketing by IBEW Local 48 that could not be enjoined if they disregarded the Board’s 10(k) decision. They also risked potential citations and fines as another PMA employer at the VBT had recently suffered for using Local 4 members to perform electrical work. As one court has stated, such circumstances placed KMT between “the devil and the deep blue.” *International Longshoremen’s and Warehousemen’s Union v. NLRB*, 884 F.2d 1407, 1414 (D.C. Cir. 1989).

III. KMT Did Not Control Assignment of the Electrical Work As Demanded by Respondents

The GC argued in its Exceptions Brief (at 36-40) that KMT lacked the right of control over the assignment of the disputed electrical work because the Management Agreement (“MA”) requires KMT to comply with all laws and Washington State law prohibits KMT from using its Local 4 represented employees to perform the disputed work as demanded by Respondents. *Food & Commercial Workers Local 367 (Quality Food)*, 333 NLRB 771, 772 (2001) (employer had no contractual power or authority to assign the work in controversy to its employees). Respondents ignore this argument in much of their answering brief by arguing (ABR 41-45) irrelevant points such as Accurate’s right to perform the work is at the whim of KMT, the MA language does not specifically state that KMT cannot use its own employees to perform the work, and the MA also states that the provisions of the PCLCD apply.⁴

Even when Respondents do address the GC’s argument, their contentions lack merit. Although Respondents argue (ABR 45) that *Food & Commercial Workers Local 367 (Quality Food)*, 333 NLRB 771 (2001), allegedly “illustrates the problems with General Counsel’s theory,” that case strongly supports the GC’s argument. As Respondents acknowledge (ABR at 46), the Board found that the union there violated § 8(b)(4)(B) because the union’s contract with neutral employer QFC did not cover the disputed work, the union had not performed the work, and QFC’s sublease agreement deprived QFC of the power to assign the disputed work. The same is true here. As argued above and in the Exceptions Brief, Respondents violated § 8(b)(4)(B) here because KMT’s contract does not cover the disputed electrical work, Respondents’ unit employees have not performed the disputed electrical work, and the Management Agreement deprives KMT of the power to assign the disputed work as Respondents demand.

⁴ Respondents also erroneously claim (ABR at 45) that the GC has argued that the POV is the primary employer with the right to control the work and that this theory was not alleged in the Consolidated Complaint. In fact, the GC argued in his Exceptions Brief (at 38) that KMT would have to obtain the POV’s approval to alter the existing practice to comply with state law and, thereby, KMT’s contract (*i.e.*, Management Agreement) with the POV because it could not otherwise lawfully use its Local 4 represented employees to perform the disputed electrical work as Respondents were demanding. That claim was specifically alleged in ¶ 5 of the Consolidated Complaint.

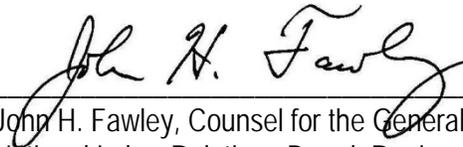
Recognizing that the citations and fines issued to another PMA employer at the VBT reveal the strength of the GC's argument, Respondents make up the claim that ALJ Schmidt "viewed these citations with great skepticism given Campbell's anti-ILWU bias" (ABR at 48). *Nowhere* in ALJ Schmidt's decision does he state that he viewed the citations with great skepticism or *any* of the other words that Respondents seek to attribute to him.

Finally, Respondents miss the entire point that requiring KMT to become an electrical contractor⁵ would improperly require KMT to transform its business. Although Respondents argue (ABR 46-48) that the GC's argument is "melodrama" by focusing on the application process of filing minimal paperwork and fees to become an electrical contractor, they ignore the fact that KMT becomes liable for all damages resulting from poorly performed or negligent electrical work if forced to become an electrical contractor like Accurate. KMT cannot be forced into a situation where it would now be liable for electrical work performed and required to use its longshoremen to perform often dangerous and complex electrical tasks.

IV. CONCLUSION

Contrary to Respondents' claims, this case is not about a mere contract dispute. Rather, this case concerns unlawful coercion by ILWU and its local to wrest work from employees represented by another union who have performed that work for two decades. The GC again respectfully requests that the Board reverse ALJ Schmidt's Decision in its entirety and find that Respondents violated §§ 8(b)(4)(ii)(B) and (D) of the Act as alleged.

Dated at Seattle, Washington, this 10th day of December, 2014.



John H. Fawley, Counsel for the General Counsel
National Labor Relations Board, Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, WA 98174

⁵ In an attempt to mislead the Board, Respondents argue (ABR 47) that KMT has "several" options to comply with state law and set forth three purportedly different options. The "three" options described are actually one option because each requires KMT to become an electrical contractor.

CERTIFICATE OF SERVICE

I hereby certify that a copy of Counsel for the General Counsel's Reply Brief to Respondents ILWU's and ILWU Local 4's Answering Brief in Response to General Counsel's and IBEW Local 48's Exceptions, was served on the 10th day of December, 2014, on the following parties:

E-FILE:

Gary Shinnors, Executive Secretary
National Labor Relations Board
1099 14th Street, N.W., Room 11602
Washington, DC 20570-0001

E-MAIL:

Eleanor Morton, Attorney
Lindsay R. Nicholas, Attorney
Robert S. Remar, Attorney
Leonard Carder LLP
1188 Franklin St., Ste. 201
San Francisco, CA 94109-6852
emorton@leonardcarder.com
lnicholas@leonardcarder.com
rremar@leonardcarder.com

Charles I. Cohen, Esq.
Jonathan C. Fritts, Esq.
Morgan, Lewis & Bockius, LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004-2541
ccohen@morganlewis.com
jfritts@morganlewis.com

Matthew D. Ross, I
Leonard Carder LLP
1330 Broadway, Ste. 1450
Oakland, CA 94612-2591
mross@leonardcarder.com

Kirsten Donovan, Esq.
ILWU
1188 Franklin St., Ste. 201
San Francisco, CA 94109-6800
kirsten.donovan@ilwu.org

Todd C. Amidon, Senior Counsel
Pacific Maritime Association
555 Market St., Fl. 3
San Francisco, CA 94105-5801
tamidon@pmanet.org

Richard F. Liebman, Attorney
Barran Liebman LLP
601 SW 2nd Ave., Ste. 2300
Portland, OR 97204-3159
rliebman@barran.com

John S. Bishop, Attorney
Noah Barrish, Attorney
Elizabeth A. Joffe, Attorney
McKanna Bishop Joffe LLP
1635 NW Johnson St
Portland, OR 97209-2310
jbishop@mbjlaw.com
nbarish@mbjlaw.com
ljoffe@mbjlaw.com

Lester V. Smith, Attorney
Bullard Law
200 SW Market St., Ste. 1900
Portland, OR 97201-5720
lsmith@bullardlaw.com

Norman D. Malbin, Attorney
IBEW Local 48
4619 SW Condor
Portland, OR 97239
nmalbin@comcast.com


Jacqueline Canty, Office Asst.