

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ONCOR ELECTRIC DELIVERY, LLC

and

Case 16-CA-212174

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION NO. 69

Maxie E. Gallardo, Esq.,
for the General Counsel.

Amber M. Rogers, Esq. (Hunton, Andrews & Kurth, L.L.P.),
for the Respondent.

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for the Charging Party.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. This case was heard in Fort Worth, Texas on August 22, 2018. The complaint alleged that Oncor Electric Delivery, LLC (Oncor or the Respondent) violated §8(a)(5) of the National Labor Relations Act (the Act) by failing to provide relevant requested information to the International Brotherhood of Electrical Workers, Local Union No. 69 (the Union). On the entire record, I make the following

FINDINGS OF FACT¹

I. JURISDICTION

At all material times, Oncor, a corporation with a Dallas, Texas facility, has been an electric utility company. Annually, it derives gross revenues in excess of \$250,000, and receives at its Dallas facility goods valued over \$5,000 directly from points outside of Texas. It, thus, admits, and I find, that it is an employer engaged in commerce, within the meaning of §2(2), (6) and (7) of the Act. It also admits, and I find, that the Union is a §2(5) labor organization.

¹ Unless otherwise stated, factual findings arise from joint exhibits, stipulations, and undisputed evidence.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Labor Relations History

Oncor and the Union have a longstanding bargaining relationship. The Union is the designated exclusive bargaining representative of this appropriate unit of workers (the unit):

INCLUDED: All regular employees ... including Lineman Troubleman, Journeyman Lineman, Serviceman, Apprentice 6, Apprentice 5, Apprentice 4, Apprentice 3, Apprentice 2, Apprentice 1, Lineman Helper 2 Lineman Helper 1, Service Specialist Sr., Service Specialist, Utility, Mechanic Garage, Field Dispatcher-Distribution, Cable Splicer Sr., Cable Splicer 6, Cable Splicer 5, Cable Splicer 4, Cable Splicer 3, Cable Splicer 2, Cable Splicer 1, Network Helper 2, Network Helper 1, Meter System Specialist Sr., Meter System Specialist 2, Meter System Specialist 1, Storekeeper Sr., Storekeeper, Distribution Specialist Sr., Cable Pulling Sr., Equipment Operator, and Network Specialists Sr.

EXCLUDED: All other employees, office clerical employees, guards and supervisors as defined in the Act.

(JT Exh. 1). Oncor’s recognition of the Union’s status was memorialized in the parties’ most recent contract, which ran from October 25, 2017 to October 25, 2018 (the CBA). (Id.). This litigation involves Oncor’s usage of non-unit workers to perform unit storm damage work and the Union’s efforts to gain information about its practice for connected grievances.

B. May 4, 2017 – Union’s First Grievance

This grievance stated that Oncor violated the CBA, when, on March 29, 2017, it assigned unit work to a non-unit worker, i.e., “to troubleshoot the electrical grid.” (GC Exh. 13). This practice was alleged to violate Article 10’s unit work and safety provisions.² (JT. Exh. 1). On May 23, 2017, Oncor denied the grievance. (GC Exh. 15).

C. June 5, 2017 – Union’s Information Request

Following Oncor’s denial, the Union requested this information:

1. [Request 1] ... [N]ames of ... non-bargaining unit Oncor employees who have performed storm evaluation work ... [since] January 1, 2016
2. [Request 2] ... [Their] regular position[s] ... [when] perform[ing] storm evaluation work

² It is undisputed that storm damage work is generally performed by the unit.

3. [Request 3] ... [D]ate(s) and amount of time worked by each in storm evaluation work since January 1, 2016
4. [Request 4] ... [R]egular pay rate[s] for such employee[s] from January 1, 2016 to the present
5. [Request 5] ... [W]hether Oncor provided any additional pay ... and if so, how much (and what such pay was called ...) ... for ... [such] work.
6. [Request 6] ... Oncor's reason, if any, for not using bargaining unit members to perform such work
7. [Request 7] ... [S]pot bonuses, work orders, memos, emails and other records describing the work done [for] ... each incident of storm evaluation work [at issue herein]
8. [Request 8] ... [S]eniority date ... [,] position, and ... training ... that ... permit[s non-Unit employees to] safely perform storm evaluation work....

(GC Exh. 2). Oncor's June 23, 2017 reply failed to provide responsive data. (GC Exh. 3).

D. August 28, 2017 – Union's Follow-up

The Union then sent this letter restating its earlier requests and adding five new ones:

[1. Request 1 to 8] [N]ames of ... non-...unit ... employees ... perform[ing] storm ... work [since] ... January 1, 2016 [and their personnel data is] relevant [to assess the CBA violation and] quantify damages

[9. Request 9] [I]ndividuals ... [receiving] Damage Evaluation Training [since] ... July 1, 2015

[10. Request 10] [I]ndividuals ... [receiving] I-Dispatch Storm Support Training [since] ... July 1, 2015

[11. Request 11] [I]ndividuals ... [receiving] Mobile TC Storm Training [since] ... July 1, 2015

[12. Request 12] ... [N]ames of all new Oncor employees assigned as Damage Evaluators [since] ... January 1, 2016.

[13. Request 13] ... [N]ames of all "more experienced employees who have served as Damage Evaluators during previous storms" ... [since] January 1, 2016.

(GC Exh. 4 (footnotes omitted)).

E. October 6, 2017 – Union’s Second Grievance

5 The Union supplemented its earlier grievance, and stated that:

This letter is ... a grievance ... [under] Article IV citing violations of Article I ... , Article III ... , Article V ... , Article VII ... , [and] Article X

10 Since ... March 29, 2017, ... [Oncor] has violated the above Articles ... by utilizing non-bargaining unit personnel for damage ... [and] storm evaluation

Storm evaluation work is ... unit work. This is a [continuing] ... violation

15 GC Exh. 14). On October 30, 2017, Oncor denied this grievance. (GC Exh. 16).

F. January 5, 2018 – Oncor’s Next Reply

20 Oncor then sent the Union 1,000 pages of mostly irrelevant documents that were previously sent to the Public Utility Commission of Texas. (GC Exh. 7). Its reply was a mosaic of letters, jobs descriptions, and training materials, which omitted information on the identities of non-unit employees performing storm evaluation work, and their personnel and training data. (Id). On February 9, 2018, the Union told Oncor that its reply was non-responsive. (GC Exh. 8).

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G. February 26, 2018 – Oncor’s Response

30 Oncor then offered to allow the Union to either review responsive work orders, or pay for copying and redaction costs. Its letter stated that:

[T]he Company ... [will] let the Union review relevant work orders. Alternatively, ... there are approximately 120,000 [responsive] work orders We estimate that it will take approximately one month ... to print and redact the customer information from the work orders. The Company will charge \$.11 per page to print each work order [W]e anticipate that it will cost ... \$16,000 The Company will require payment before it incurs these costs

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(GC Exh. 9).

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H. May 11, 2018 – Oncor’s Follow-Up

Oncor then sent a letter enclosing some relevant data, which is summarized below:

Request	Reply
Request 1 – “[N]ames of ... non-bargaining unit Oncor employees ...	Data not provided (i.e., non-unit names not

perform[ing] storm evaluation work ... [since] January 1, 2016.”	<i>provided)</i>
Request 2 – “[Their] <i>regular position[s]</i> ... [when] perform[ing] storm evaluation[s]...”	<i>Data not provided (i.e., regular position provided without associated names).</i>
Request 3 – “[The] amount of <i>time worked</i> by each [non-unit employee] in storm evaluation work since January 1, 2016.”	<i>Data not provided.</i>
Request 4 – “[T]he <i>regular pay rate</i> for such [non-unit] employee[s] [since] ... January 1, 2016.”	<i>Data not provided (i.e., regular rate provided without associated names).</i>
Request 5 – “[A]dditional <i>pay</i> [if any] ... (and what such pay was called ... to such [non-unit] employee[s] for storm evaluation work.”	<i>Data not provided (i.e., additional pay provided without associated names, and name of pay not provided).</i>
Request 6 – “Oncor’s <i>reason</i> ... for not using bargaining unit members to perform such work.”	<i>Data not provided.</i>
Request 7 – “[A]ll records ... describing the <i>work done or to be done</i> ... [by non-unit employees for] ... storm evaluation work ...”	<i>Data not provided.</i>
Request 8 – “[Describe each non-unit employee’s] <i>seniority date</i> with Oncor, ... <i>job position</i> , and ... <i>training</i> ... provided ... to permit [them to] ... perform storm evaluation work.”	<i>Data not provided (i.e., hire date given without names).</i>
Request 9 – “All lists of individuals that Oncor has provided <i>Damage Evaluation Training</i> [since] ... July 1, 2015.”	<i>Data not provided (i.e., training sessions and dates provided without names).</i>
Request 10 – “All lists of individuals that Oncor has provided <i>I-Dispatch Storm Support Training</i> [since] ... July 1, 2015.”	<i>Same as above.</i>
Request 11 – “All lists of individuals that Oncor has provided <i>Mobile TC Storm Training</i> [since] ... July 1, 2015.”	<i>Same as above.</i>
Request 12 – “[N]ames of all new Oncor employees assigned as <i>Damage Evaluators</i> [since] ... January 1, 2016.”	<i>Data not provided (i.e., no names).</i>
Request 13 – “[N]ames of all ‘ <i>more experienced employees who have served as Damage Evaluators</i> during previous storms.’”	<i>Data not provided (i.e., no names).</i>

(GC Exh. 10). Although Oncor supplied some relevant material, it omitted the names of the non-unit workers, which was critical. This omission precluded the Union from, inter alia: contacting non-unit employees to further its investigation of the grievances; requesting additional information about specific non-unit workers; independently analyzing the qualifications of non-unit workers to safely perform such work; verifying Oncor’s claims regarding how much work was performed by requesting specific payroll records; or subpoenaing specific non-unit employees to testify about their performance of unit work at a grievance or arbitral hearing.

I. June 21, 2018 – Union’s Reply

The Union explained that Oncor’s reply was deficient; it stated that:

[Y]our supplemental responses [do not] resolve this matter

FIRST: Attachment 1 is confusing and requires explanation

SECOND: Without the names of the individuals who have performed storm evaluation work, the Union lacks the information we need. The Union ... needs to identify which non-bargaining unit Oncor employees received how much compensation and when and where such work has been performed....

(GC Exh. 11).

J. July 9, 2018 – Oncor’s Reply

5 Oncor responded as follows:

[T]he Company assigned numbers ..., rather than providing ... names

10 The names of the non-bargaining unit employees are not necessary to determine compensation, as that information has already been supplied. Regarding the Union's request to know when and where the work was performed ...[,] this request ... is unduly burdensome, ... and is not relevant. To determine when and where each person worked will require evaluating each work order from January 1, 2016, which the Company has already stated will take potentially
15 hundreds of hours to compile. The Company will make the work orders available ... for the Union to review after the confidentiality agreement is executed

(GC Exh. 12).

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K. Parties’ Positions

25 Union Business Manager Bobby Reed testified that the CBA bars non-unit employees from performing unit work. He cited a recent incident, where a unit worker was almost killed by an electric arc while working on a jobsite that had been unsafely closed by non-unit storm workers. He said that these concerns prompted the Union’s data requests.

30 Oncor Senior Labor Relations Manager Barbara Gibson testified that Oncor’s reply allowed the Union to assess safety training and how much unit work was diverted. She averred that identifying non-unit workers was unwarranted.

III. ANALYSIS

35 **A. Legal Precedent**

1. Unit Information

40 Generally, an employer must provide requested information to a union representing its employees, whenever there is a probability that such information is necessary and relevant to its representational duties. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956). This duty encompasses the obligation to provide relevant grievance-processing materials. *Postal Service*, 337 NLRB 820, 822 (2002). Information, which concerns unit terms and conditions of employment, is “so intrinsic to the core of the employer-employee relationship” that it is presumptively relevant. *U.S. Information Services*,
45 341 NLRB 988 (2004).

2. Information Outside of the Unit

Information about persons outside the bargaining unit, however, does not enjoy a presumption of relevance. *Caldwell Mfg. Co.*, 346 NLRB 1159 (2006). Nevertheless, the
 5 burden to establish the relevance of extra-unit information is “not exceptionally heavy.” *Leland Stanford Junior University*, 262 NLRB 136, 139 (1982), *enfd.* 715 F.2d 473 (9th Cir. 1983). In these cases, the Board uses a broad, discovery-type of standard to assess relevance. *Shoppers Food Warehouse Corp.*, 315 NLRB 258, 259 (1994). Once the burden of showing the relevance of non-unit information is satisfied, the duty to provide the information is the same as it is with
 10 presumptively relevant unit information. *Caldwell Mfg. Co.*, *supra*, 346 NLRB at 1159-60.

3. Employer Defenses

a. Undue Burden

15 The onus rests upon the employer to show that production would be unduly burdensome, although it must still offer to cooperate with the union in reaching a mutually acceptable accommodation. *Yeshiva University*, 315 NLRB 1245, 1248 (1994); *Soule Glass & Glazing Co. v. NLRB*, 652 F.2d 1055, 1094 (1st Cir. 1981), abrogated on other grounds *NLRB v. Curtin Matheson Scientific, Inc.*, 494 U.S. 775, 786 fn. 7 (1990). Where the employer presents a
 20 legitimate, good-faith undue burden objection and offers to cooperate regarding a fair accommodation, it is incumbent upon the union to reach a compromise regarding form, extent and timing. *Soule Glass*, 652 F.2d at 1098. The cost and burden of compliance, however, will ordinarily not justify an initial, categorical refusal to supply information. *Yeshiva University*,
 25 *supra*; *Tower Books*, 273 NLRB 671 (1984). Moreover, if there are substantial costs involved in compiling certain information, the parties must bargain in good faith over who shall bear such costs. *Yeshiva University*, *supra*; *Food Employers Council*, 197 NLRB 651 (1972).

b. Confidentiality

30 Confidentiality can justify a refusal to provide relevant information. See *Jacksonville Area Assn. for Retarded Citizens*, 316 NLRB 338, 340 (1995), citing *NLRB v. Detroit Edison Co.*, 440 U.S. 301 (1979). When a claim of confidentiality has been made, “the trier of fact must balance the union's need for the information sought against the legitimate and substantial
 35 confidential interests of the employer (footnote omitted).” *Jacksonville*, *supra*. Under this balancing test, the burden of proof rests with the party raising confidentiality. *Id.* Confidentiality must be timely raised and proven before the balancing test is triggered. A blanket claim of confidentiality, without more, will not satisfy this burden. *Detroit Newspaper Agency*, 317 NLRB 1071, 1072 (1995); *Jacksonville*, *supra*. Finally, even where the employer can prove a
 40 legitimate confidentiality concern, it still has a duty to seek an accommodation via bargaining. *Lenox Hill Hospital*, 327 NLRB 1065, 1068 (1999).

B. Evaluation of the Union’s Requests³

The Union’s requests involved non-unit data and required a showing of relevance under *Caldwell Mfg. Co.* As will be discussed, however, the Union demonstrated relevance.

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1. Requests 1 to 5, and 8⁴

Oncor violated §8(a)(5), when it failed to satisfy requests 1 to 5, and 8. These requests focused on non-unit employees performing storm evaluation work, and sought their names, titles, training, qualifications, wage rates, added compensation, and time spent doing this work. The Union adduced relevance. *First*, it demonstrated that it needed to know their identities and associated personnel data in order to support its unit work grievance. The Union had every right to not accept Oncor’s data at face value, and make its own independent inquiry, which required names and related data. *Second*, the Union showed that it also needed non-unit names and personnel data to evaluate their safety training and connected impact on workplace safety.

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Oncor’s confidentiality claim was invalid.⁵ Besides its blanket statement, it failed to show why confidentiality of non-unit names was warranted, given that they worked alongside unit employees and their assignments were known. I, thus, find that Oncor failed to show that confidentiality was merited⁶ and violated §8(a)(5), when it failed to reply to these requests.

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2. Request 6

Oncor violated §8(a)(5), when it failed to respond to request 6, which sought its rationale for diverting unit work. Such guidance could have facilitated bargaining and productive discussions on this key issue and should have been produced without hesitation.

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3. Request 7

Oncor violated §8(a)(5), when it failed to respond to request 7, which sought work orders. The Union established that work orders were keenly relevant to its grievances.

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Oncor’s contention that producing work orders would cause an undue hardship is invalid. Although it offered to provide work orders once the Union paid \$16,000 in copying and redactions costs, its reply was invalid. Besides a conclusory claim of undue hardship, it wholly failed to prove this point. Its contentions about copying and redaction costs were exaggerated. It is unclear why it needed to redact customer information from work orders, when such data is routinely viewed by unit employees in other work orders and contexts. It was also invalid, as stated, to redact the names of non-unit workers because such information was relevant, non-confidential, and producible. It is also unclear how Oncor concluded that a

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³ These allegations are listed under complaint pars. 9 to 12.

⁴ This request first appeared in the June 5 letter, and was then reiterated in the August 28, 2017 letter.

⁵ Oncor held the burden of proof on this affirmative defense.

⁶ Even if confidentiality was warranted, *which it was not*, the Union’s need for the information for its grievances outweighed Oncor’s de minimis interest in confidentiality. In sum, Oncor did not win this balancing test.

pricey \$.11 per page copying cost was valid, given that this estimate seems significantly higher than a commercial copying center rate, and it offered nothing to support this estimate. Moreover, even assuming arguendo that it demonstrated an undue hardship, *which it did not*, it still remained obligated to bargain over cost; its unilateral, pay-in-advance stance, did not fulfill this obligation. *Yeshiva University*, supra, 315 NLRB at 1249; *Somerville Mills*, 308 NLRB 425 (1992). On this basis, it failed to show an undue burden, and violated the Act by withholding work orders.

4. Requests 9 to 11⁷

Oncor violated §8(a)(5), when it failed to respond to requests 9 to 11, which sought the names of non-unit workers receiving training. Such data was relevant to the safety grievance.

5. Requests 12 and 13⁸

Oncor violated §8(a)(5), when failed to provide responses to requests 12 and 13, which sought the names of all “new Oncor employees assigned as Damage Evaluators,” and “more experienced employees ... serv[ing] as Damage Evaluators during previous storms.” These requests, once again, sought information related to the Union’s safety grievance.

Conclusions of Law

1. Oncor is an employer engaged in commerce within the meaning of §2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of §2(5).

3. These Oncor employees form a unit appropriate for the purpose of collective bargaining within the meaning of §9(b):

INCLUDED: All regular employees ... including Lineman Troubleman, Journeyman Lineman, Serviceman, Apprentice 6, Apprentice 5, Apprentice 4, Apprentice 3, Apprentice 2, Apprentice 1, Lineman Helper 2 Lineman Helper 1, Service Specialist Sr., Service Specialist, Utility, Mechanic Garage, Field Dispatcher-Distribution, Cable Splicer Sr., Cable Splicer 6, Cable Splicer 5, Cable Splicer 4, Cable Splicer 3, Cable Splicer 2, Cable Splicer 1, Network Helper 2, Network Helper 1, Meter System Specialist Sr., Meter System Specialist 2, Meter System Specialist 1, Storekeeper Sr., Storekeeper, Distribution Specialist Sr., Cable Pulling Sr., Equipment Operator, and Network Specialists Sr.

EXCLUDED: All other employees, office clerical employees, guards and

⁷ These requests appeared as requests 15 through 17 in the August 28, 2017 letter, but, were listed as requests 9 through 11 the complaint.

⁸ These requests appeared as requests 18 and 19 in the August 28, 2017 letter, but, were listed as requests 12 and 13 in the complaint.

supervisors as defined in the Act.

4. At all times material, the Union has been the exclusive bargaining representative of the latter unit, within the meaning of §9(a).

5. Oncor violated §8(a)(5), when it failed to supply to the Union relevant information requested in its August 28, 2017 letter.

6. This unfair labor practice affects commerce within the meaning of §2(6) and (7).

Remedy

Oncor is ordered to cease and desist and take certain affirmative action to effectuate the Act. It shall provide to the Union the information sought in its August 28, 2017 letter,⁹ and post the attached notice in accord with *J. Picini Flooring*, 356 NLRB 11 (2010).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended¹⁰

ORDER

Oncor Electric Delivery, LLC, Dallas, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Refusing to bargain collectively with the Union by failing to furnish it with information sought in its August 28, 2017 letter, which was relevant and necessary to its role as the unit’s exclusive collective-bargaining representative.

b. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by §7 of the Act.

2. Take the following affirmative action necessary to effectuate the Act’s policies

a. Furnish to the Union, to the extent that it has not already done so, in a timely manner the data requested by it since August 28, 2017.

b. Within 14 days after service by the Region, post at its Dallas, Texas facility and other facilities where the unit performs work copies of the attached notice marked

⁹ As stated in *Electrical Energy Services*, 288 NLRB 925 fn. 1 (1988), “[t]o the extent that costs and burdens are incurred in the provision of this information, the allocations of such costs can be resolved at the compliance stage.”


¹⁰ If no exceptions are filed as provided by §102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

5 “Appendix.”¹¹ Copies of the notice, on forms provided by the Regional Director for Region 16,
after being signed by the Respondent’s authorized representative, shall be posted by the
Respondent and maintained for 60 consecutive days in conspicuous places, including all places
where notices to employees are customarily posted. In addition to physical posting of paper
10 notices, notices shall be distributed electronically, such as by email, posting on an intranet or
an internet site, and/or other electronic means, if the Respondent customarily communicates
with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure
that the notices are not altered, defaced, or covered by any other material. If the Respondent has
gone out of business or closed the facility involved in these proceedings, the Respondent shall
15 duplicate and mail, at its own expense, a copy of the notice to all current employees and former
employees employed by the Respondent at any time since August 28, 2017.

c. Within 21 days after service by the Region, file with the Regional
Director for Region 16 a sworn certification of a responsible official on a form provided by the
15 Region attesting to the steps the Respondent has taken to comply.

Dated Washington, D.C. April 4, 2019

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Robert A. Ringler
Administrative Law Judge

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¹¹ If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to bargain collectively with the International Brotherhood of Electrical Workers, Local Union No. 69 (the Union) by failing to furnish it with information requested in its August 28, 2017 letter, which is relevant to its role as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish to the Union in a timely manner the data sought by it since August 28, 2017.

ONCOR ELECTRIC DELIVERY, LLC.

(Employer)

Dated _____ By _____

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6178
(817) 978-2921, Hours: 8:15 a.m. to 4:45 p.m.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (682) 703-7489.