UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MILLER & ANDERSON, INC. Employer and SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL UNION No. 19, ALF-CIO Petitioner	Case 05-RC-079249

BRIEF OF *AMICI CURIAE* THE COALITION FOR A DEMOCRATIC WORKPLACE AND THE NATIONAL ASSOCIATION OF MANUFACTURERS

Brian E. Hayes
OGLETREE, DEAKINS, NASH, STEWART & SMOAK, P.C.
1909 K Street, N.W.
Suite 1000
Washington, DC 20006
Tel: 202-887-0855
Fax: 202-887-0866

Todd C. Duffield
OGLETREE, DEAKINS, NASH, STEWART & SMOAK, P.C.
191 Peachtree St., N.E.
Suite 4800
Atlanta, GA 30303
Tel: 404-881-1300
Fax: 404-870-1732

Jennifer G. Betts
OGLETREE, DEAKINS, NASH, STEWART & SMOAK, P.C.
One PPG Place,
Suite 1900
Pittsburgh, PA 15222
Tel: 412-394-3333
Fax: 412-232-1799

COUNSEL FOR *AMICI CURIAE*

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Amici Curiae the Coalition for a Democratic Workplace ("CDW") and the National Association of Manufacturers ("NAM") respectfully submit this brief in support of Miller & Anderson, Inc. in this case.

STATEMENT OF INTEREST

The CDW, which consists of hundreds of members representing millions of employers nationwide, was formed to give its members a meaningful voice on labor reform. The CDW has advocated for its members on several important legal questions, including the one implicated by this case: whether solely employed employees and jointly employed employees should be included in the same bargaining unit absent consent of their separate employers.

The NAM is the largest manufacturing association in the United States, representing large and small manufacturers in every industrial sector and in all 50 states. Manufacturing employs over 12 million men and women, contributes $2.1 trillion to the U.S. economy annually, has the largest economic impact of any major sector, and accounts for two-thirds of private sector research and development. Its mission is to enhance the competitiveness of manufacturers and improve American living standard by shaping a legislative and regulatory environment conducive to U.S. economic growth.

ARGUMENT SUMMARY

The issue presented here is limited in nature. It involves only the statutory and practical propriety of combining jointly employed employees in the same bargaining unit with solely employed employees of one of the employer entities that make up the joint employer. The typical factual configuration in which this issue arises involves a "supplier employer" that provides personnel to a "user employer" in order to augment or supplement the user's regular workforce on some agreed-upon basis. For purposes of the present discussion it is assumed that

the employees so supplied are jointly employed by the supplier and the user[1]; and, that the user's regular workforce is employed solely by the user. Thus, the only matter at issue is whether the user's solely employed employees can, or should, be in the same bargaining unit with employees jointly employed by the user and supplier without the consent of the two employers. Such a "mixed unit" is fundamentally different than any other bargaining unit, including even a joint employer unit, in one critical aspect. In such a mixed unit, the supplier has absolutely no employment relationship or control with respect to the employees that work solely for the user. That fact alone raises serious and ultimately dispositive statutory and practical issues. As more fully explained below, a compelled bargaining relationship which involves both multiple employers and at least one employer that has no employment relationship at all with a substantial portion of the unit employees in the bargaining unit contravenes the express provisions of the National Labor Relations Act ("NLRA" or the "Act") and is antithetical to Act's goal of facilitating meaningful collective bargaining.

In the bargaining context, the authority of the National Labor Relations Board ("NLRB" or the "Board") to fashion bargaining units and to impose bargaining obligations is expressly limited and constrained by the language of the statute.[2] Section 9(c) of the Act authorizes the Board to process a representation case petition if the petition alleges that "employees ... wish to be represented for collective bargaining ... and their employer declines to recognize their representative." 29 U.S.C. § 159(c)(1)(A). Similarly, Section 8(a)(5) makes it an unfair labor

[1] Amici are compelled to at least summarily note, however, their strongly held view that the joint employer analysis adopted by the majority in *Browning-Ferris Industries of California, Inc., d/b/a BFI Newby Island Recyclery* ("*BFI*"), 362 NLRB No. 186 (August 27, 2015), is incorrect as a matter of fact, law and policy. Amici recognize nevertheless, at least for the present, and for purposes of the instant briefing, that *BFI* represents the Board's current view of the joint employer analysis.

[2] The statute nowhere uses nor defines the term "joint employer." It is, at best, a quasi- judicial construct, and as such, its utility and applicability may thus be limited. To the extent it is applicable at all in the bargaining context, however, it is subject to the express language of the statute.

practice for an employer "to refuse to bargain collectively with representatives of his employees." 29 U.S.C. § 158(a)(5). In all relevant aspects, the Act references only the "employer" in the singular. This consistent reference to a single and unitary "employer" informs the statutory language of Section 9(b) of the Act as well. Thus, Section 9(b) provides that in fashioning an appropriate bargaining unit '[t]he Board shall decide in each case whether ... the unit appropriate for purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof." 29 U.S.C. § 159(b).

In its statutory context, it is clear that Section 9(b) serves to limit the authority of the Board to determine the scope of a bargaining unit, and that the employer unit represents the outer boundary of such permissible scope. Further, it is clear that nowhere in Section 9 does the statute make any reference to units comprised of the "employees" of "employers" or "the employees" of a "group of employers". The only relevant reference is to the singular and unitary "employer". Similarly, Section 8(a)(5) of the Act which governs the bargaining obligation, does not impose any such statutory obligation on the employers of "employees". Once again, the obligation to bargain, like the permissible scope of a bargaining unit, is statutorily limited to the employer in the singular. Thus, to the extent joint employer status has any statutory basis in the bargaining context, it is solely because a joint employer is an employer that is wholly separate and apart from the two employers that comprise it; and it is equally clear that the contours of any appropriate bargaining unit and the imposition of any bargaining obligation are likewise statutorily tethered to a singular and unitary "employer".

Because of the foregoing statutory limitations, any bargaining unit that seeks to include employees employed solely by one of the constituent entities that comprise the joint employer is, of necessity, a multi-employer unit. In a similar vein, any construction of the statutory

bargaining obligation that imposes a duty to bargain with respect to a unit of jointly employed and singly employed employees constitutes, by definition, an obligation to bargain on a multi-employer basis. The Board recognized these fundamental realities and the statutory limits they impose in *H.S. Care L.L.C., d/b/a Oakwood Care Center and N & W, Inc. ("Oakwood")*, 343 NLRB 659 (2004).

Beyond the statutory constraints against re-adoption of the short-lived *Sturgis* model are multiple policy considerations that require the same result. Conflicts of interest and authority among the constituent elements of the joint employer and among the employees in such a unit, alone, make the *Sturgis* model an unworkable one for purposes of effective and efficient collective bargaining.

I. NOTHING IN THE ACT AUTHORIZES A BARGAINING UNIT COMPOSED OF THE EMPLOYEES OF MULTIPLE EMPLOYERS

In *Oakwood*, the Board held that "combined units of solely and jointly employed employees are multiemployer units and are statutorily permissible only with the parties' consent." 343 NLRB 659, 663 (2004). This holding is compelled by the language of the Act. It is also consistent with judicial and administrative interpretation of the Act.

A. THE ACT DOES NOT PERMIT BARGAINING UNITS COMPRISED OF EMPLOYEES OF MULTIPLE EMPLOYERS

A holistic review of the Act demonstrates that a multi-employer bargaining unit is not legally permissible absent consent. *See Ali v. Fed. Bureau of Prisons*, 552 U.S. 214, 222 (2008) (reinforcing the cardinal rule that construction of a statutory term "must, to the extent possible, ensure that the statutory scheme is coherent and consistent").

First, Congress established in Section 9 of the Act that the scope of a bargaining unit can be no greater than ***an employer unit.*** Section 9 sets the legal framework for an employer's bargaining obligations and the bargaining rights of employees under the Act. Section 9(b) of the

Act, which guides the Board's determination of an appropriate bargaining unit, states in relevant part that:

> [t]he Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this [Act], the unit appropriate for the purposes of collective bargaining shall be the ***employer unit***, *craft unit, plant unit, or subdivision thereof.*

29 U.S.C. § 159(b) (emphasis added). Section 9(b) therefore authorizes the Board to permit bargaining units no broader than an "employer unit." Smaller units are also permissible, of course, such as subcategories or subgroups of employees within an "employer unit." But, the text is clear that combinations of employer units are not permissible. In *Sturgis*, the Board stated that "[t]he scope of a bargaining unit is delineated by the work being performed for a particular employer." *M.B. Sturgis, Inc.*, 331 NLRB 1298, 1304-1305 (2000). This is a results-driven misreading and mischaracterization of the Act. The plain language of Section 9(b) refers not an "employee unit" or an "employment unit" but to an "employer unit." *See* 29 U.S.C. § 159(b). The Act therefore directly premises the propriety of a bargaining unit on who the employer is, not on what the employees are doing.

Second, Section 9(c) further reinforces this textual imperative, referring repeatedly to "an employer"—not to "employers." *See* 29 U.S.C. § 159(c)(1)(B). Thus, Section 9(c) of the Act provides that petitions may be filed:

> by ***an employer***, alleging that one or more individuals or labor organizations have presented ***to him*** a claim to be recognized as the representative defined in section [9(a)]; the Board shall investigate such petition and if it has reasonable cause to believe that a question of representation affecting commerce exists shall provide for an appropriate hearing upon due notice.

29 U.S.C. § 159(c)(1)(B).

Third, and similarly, Section 8(a)(5) makes it an unfair labor practice for "***an employer***" "to refuse to bargain collectively with the representatives of ***his employees***, subject to the provisions of section 9(a)." 29 U.S.C. § 158(a)(5) (emphasis added). Section 8(a)(5) therefore reflects the same statutory limitation on the scope of a bargaining unit by imposing the bargaining obligation on "an employer," not, for example, "the employers."

Fourth, Section 8(b)(4)(A) of the Act makes it an unfair labor practice for unions to engage in strikes or threats with an object of "forcing or requiring any employer or self-employed person to join any labor or employer organization." 29 U.S.C. § 158(b)(4)(ii)(A). This Section of the Act has been interpreted to establish "a broad prohibition against all forms of coerced multi-employer" units and specifically "prohibits a union from forcing an employer to bargain through a [multi]-employer organization." *Local 812, Int'l Bhd. of Teamsters v. NLRB*, 947 F.2d 1034, 1041 (2d Cir. 1991). Thus, "Congress directed that multiemployer bargaining represent a voluntary exception to the normal model of one employer bargaining with the representative of an appropriate unit of its employees." *Sturgis,* 331 NLRB at 1316 (Brame, dissenting).

B. A JOINT EMPLOYER IS A STATUTORY "EMPLOYER" THAT IS DIFFERENT AND APART FROM EITHER THE USER EMPLOYER OR SUPPLIER EMPLOYER

A joint employer, under both traditional and recent Board precedent, is comprised of two or more employers that "share or codetermine those matters governing essential terms and conditions of employment" for bargaining unit employees. *See, e.g., Browning-Ferris Indus. of Cal., Inc., d/b/a BFI Newby Island Recyclery*, 362 NLRB No. 186 (August 27, 2015); *TLI, Inc.*, 271 NLRB 798 (1984); *Laerco Transp.*, 269 NLRB 324 (1984). All of the unit employees work for the same single employer—the joint employer. As noted by the dissenting Board Member in *Sturgis*:

> As a result of their separate identities, one cannot assume these parties, which are in entirely different lines of business and which have separate economic interests and demands and face different market forces, will bargain together with their jointly employed employees in precisely the same manner as either would separately with respect to its own employees. Indeed, the basis of a joint employer finding, that the employers determine working conditions together or that each controls some of the terms and conditions of employment for the employees, acknowledges that a new employing entity, different from either component employer, exists.

Sturgis, 331 NLRB at 1318 (Brame, dissenting).

Under established Board policy, where joint employment is established, the separate entities are ignored, and a new statutory employment entity, different from either component employer, is recognized. Indeed, the joint employers, taken together, are treated under Board law as a single *de jure* entity. *See, e.g., U. S. Pipe & Foundry Company and Winfrey Enters., Inc.*, 247 NLRB 139 (1980) (noting that "where there [are] joint bargaining entities, be they employers or unions, the Board has treated them as a single *de jure* entity, and the conduct and knowledge of one is imputed to the other")(internal citation omitted); *B.F. Goodrich Co.*, 250 NLRB 1139 (1980) (same); *Sun-Maid Growers of Cal.*, 239 NLRB 346 (1978) (same); *see also Ref-Chem Co. & El Paso Prods Co.,* 169 NLRB 376 (1968) (imposing equal culpability for unlawful labor practices alleged by unit employees against one of the employers against the other joint employer by virtue of their joint employment relationship with the bargaining unit employees).

Thus, consistent with the statutory limitations in Section 9 of the Act, the new singular and unitary "joint employer" may have a bargaining obligation with respect to its jointly employed employees, and a bargaining unit that is co-extensive with the scope of such joint employment may be appropriate. It does not follow, however, and indeed is contrary to the statute to conclude, that other individuals that may be solely employed by one of the constituent

entities that make up the joint employer can be combined with employees in the joint employer unit, or that a bargaining obligation based on such a combined unit can be imposed in the absence of consent. Such multi-employer units are inconsistent with the Act. *See* 29 U.S.C. § 159(c).

C. JUDICIAL AND ADMINISTRATIVE PRECEDENT CONFIRMS THE STATUTE'S PLAIN TEXT

In light of the language of Section 9(b), as well as other provisions of the Act, the Board and federal courts have long permitted multi-employer units, but only on voluntary consent by both employers. *See, e.g., Shipowners' Ass'n of the Pac. Coast*, 7 NLRB 1002 (1938); *NLRB v. Truck Drivers Local 449*, 353 U.S. 87 (1957). Indeed, this rule is longstanding and firmly established. *See also Hexacomb Corp. & W. Temp. Servs., Inc.*, 313 NLRB 983 (1994); *Hughes Aicraft Co.*, 308 NLRB 82 (1992); *Hunts Point Recycling Corp.*, 301 NLRB 751 (1991); *Tampa Bay Area Glazing Contractors Ass'n*, 228 NLRB 360 (1977).

Precedent suggesting that, even absent two-party consent, multi-employer units are appropriate is either inapposite or unpersuasive. There has been no development in the law on this front since *Sturgis* was overturned by the *Oakwood* Board. As noted by the *Oakwood* majority, nonconsensual pre-*Sturgis* cases did not raise the question of whether Section 9(b) permitted nonconsensual multi-employer units. *See, e.g., S.S. Kresge Co. v. NLRB*, 416 F.2d 1225, 1231 (6th Cir. 1969); *Sun-Maid Growers of Cal.*, 239 NLRB 346 (1978). Instead, these cases focused on a different part of the bargaining unit analysis; namely, whether groups of employees shared a community of interest. *See id.* Moreover, the cases involved joint employers whose business operations were aligned in such a comprehensive manner that their relationship was actually that of a "joint enterprise." *See Oakwood*, 343 NLRB 659. User

employers and supplier employers are involved in two different enterprises with divergent interests; they cannot, by any stretch of the term, be labeled a joint enterprise.

In short, the text of the Act aligns with longstanding interpretation of the Act—nonconsensual multi-employer bargaining is beyond the Board's statutory authority.

II. THE POLICY CONSIDERATIONS THAT UNDERGIRD THESE EXPRESS STATUTORY LIMITATIONS WOULD REQUIRE THE SAME CONCLUSION EVEN IN THE ABSENCE OF SUCH STATUTORY LANGUAGE

The statutory limitation on imposing multi-employer bargaining in the absence of consent rests on compelling policy considerations. Indeed, even in the absence of the statutory constraints noted herein, those policy considerations, alone, would require rejection of the bargaining model and associated implications of *Sturgis, supra.* One of the primary animating goals of the NLRA is to facilitate meaningful collective bargaining. The *Sturgis* model is plainly at odds with the fundamental aims of the Act, because it adds unnecessary uncertainty and diminishes employee and employer rights under the Act.

It is important to note that the *Oakwood* model does not deprive employees of their Section 7 right to engage in collective bargaining. Under the existing *Oakwood* model, the employees of a supplier employer are free to organize and bargain in a supplier employer unit. Similarly, the employees of a user employer can organize and bargain in a unit composed of user employees. Lastly, employees that are jointly employed by a user and supplier employer can organize and bargain on a joint employer basis. As such, the *Sturgis* model amounts to surplussage that runs counter to the objectives of the Act in several ways.

First, the *Sturgis* model creates problematic conflicts on both sides of the bargaining table. Unlike the bilateral statutory paradigm, the *Sturgis* model populates both sides of the bargaining table with multiple entities that have disparate and often conflicting interests. This is fundamentally unavoidable since the *Sturgis* model, unlike even a joint employer bargaining

model, always involves one entity (the supplier employer) that has no employment relationship whatsoever with the user employees who would typically form the bulk of any mixed bargaining unit. A bargaining model in which one entity has no employment relationship at all with bargaining unit employees creates conflicting interests that are antithetical to meaningful and productive bargaining. For example, a user employer typically has a predominant interest in such operational matters as productivity and quality; whereas a supplier employer's interest is largely confined to economics. The supplier employer has no entrepreneurial interest in the user's business; and, since the services of the supplier are often fungible, the user has correspondingly little interest in the success, or even the survival of the supplier.

Not only is there divergence of interest on the employer side of the bargaining table, there is also divergence of authority. User and supplier employers, precisely because of their divergent interests, order their own relationship on a contractual basis. These contractual relationships reflect their divergent priorities, and, such contractual arrangements often predate the prospect of a collective bargaining relationship with some or all of their employees. Thus, a user employer will invariably have operational imperatives that it has contractually preserved and about which a supplier employer consequently has no actual or persuasive ability to alter. Similarly, a supplier will have economic interests that are reflected and preserved in the pre-existing commercial contract with the user; and, consequently, over which the user has no legal authority.

The employee side of the bargaining table is equally conflicted under the *Sturgis* model. In virtually every real world arrangement, jointly employed user/supplier employees have significantly different interests and priorities than solely employed user employees. Thus, for example, supplier/user employees are almost exclusively focused on issues of short-term

economic consequence, while user employees typically have a longer interest horizon. To a supplier/user employee, in virtually every instance, the most desirable allocation of available labor dollars is to bottom-line current wages; whereas user employees may have far greater interest in long term allocations of those same dollars to items like retirement and other fringe benefit programs. The conflicting interest of user employees and user/supplier employees is by no means confined solely to economics. The two groups have divergent interest about such matters as seniority, layoff and recall, bidding and bumping, and a host of other employment terms that constitute the substance of collective bargaining negotiations."[3]

In the real world, it is no answer to this problem to suggest that each employing entity can simply bargain over those matters which it controls. Bargaining issues are not so neatly siloed. They are invariably interconnected. A party's willingness to make bargaining concessions in one area is almost always contingent on that party achieving compensating gains in another area. This reality results in the give and take that lies at the heart of the bargaining process. However, that necessary give and take becomes impossible and unworkable when either side of the bargaining table is populated by entities with different interests, priorities and authority.

Given that the bargaining issues and the ability and authority to address them are unique to the two groups of employees in a mixed *Sturgis* unit, many practical issues are sure to arise. For example, assume contract negotiations in such a mixed unit have bogged down over an issue such as retirement benefits that is of singular concern to the solely employed user employees, but of little or no interest to the jointly employed user/supplier employees. In such a situation not

[3] Indeed, even if compelled bargaining in a mixed unit was not precluded by the statute, the interests of the two employee groups are so divergent that they unquestionably lack the requisite community of interest necessary to find such a unit appropriate under the Act. *See, e.g., J.E. Higgins Lumber Co.*, 332 NLRB 1172, 1172-73 (2000) (Hurtgen, concurring).

only are the jointly employed employees satisfied with outcome of negotiations, but the supplier employer in addition to having no interest in the remaining disputed issue, also has no ability or authority to address the issue in negotiations. Where the outstanding issue results in a work stoppage the jointly employed employees will be idled over a matter of no concern to them, and the supplier employer will suffer economic consequences over a matter that it has no ability or authority to address since it involves individuals that it does not employ. Moreover, for a work stoppage to be legitimized under the Act, it must be directed at a party that actually employs the employees involved and that has the direct ability to address the underlying concerns over their wages, hours, working conditions and terms of employment. Exerting economic pressure on third party that does not employ the employees in question is typically prohibited secondary activity. *See* 29 U.S.C. § 158(b)(4)(ii)(B).

Beyond these initial effects, the secondary effects of *Sturgis* result in outcomes at odds with a number of the Act's underlying principles. This observation requires no hypothesizing. We have already seen the result during the short-lived ascendancy of *Sturgis*. Following on from the notion that a mixed unit is appropriate is the consequence that (1) jointly employed employees may be accreted to a pre-existing solely employed bargaining unit, or, even that (2) jointly employed employees may become automatically included under the terms of pre-existing collective bargaining agreement which covers only the solely employed employees. The first scenario is clearly envisioned by *Sturgis* itself. (*See*, the majority disposition of the *Jeffboat* case in the *Sturgis* decision at 1306). The second scenario was expressly determined by a Board majority in *Gourmet Award Foods*, 336 NLRB 872 (2001), where not only did the jointly employed employees become represented by a union they did not choose, their employer became

bound to a collective bargaining agreement it did not negotiate. Both results are at odds with fundamental precepts of the Act.

Finally, both *Sturgis* and *Gourmet Foods* reveal yet a further unnecessary policy complexity. Both recognize the reality that in a mixed unit the joint employer and sole employer have differing authorities with respect to different aspects of employment and with respect to different employee populations within the mixed unit. For example, the user employer may control scheduling for both solely and jointly employed employees, however, the user employer alone may control the wages for its own solely employed employees, but not the jointly employed employees. Presumably, too, the legality of arguably secondary pressure will now turn on the degree to which either of the employers in a typical *Sturgis* arrangement have control over the term or terms of employment underlying a dispute.

Theoretically, such areas of control may be "divined" from the practice of the parties, and/or may require the interpretation of the commercial contract in force between them. But however determined, and however legally competent that determination is, the fact remains that the legally required scope of an employer's bargaining obligation will no longer extend simply to the employee's "wages, hours, working conditions and terms and conditions of employment." It will instead be limited to the wages hours and working conditions over which the particular employer has control.

As the *Oakwood* majority pointed out when discussing *Gourmet Foods*, the "strained" *Sturgis* logic required the employer to "apply some but not all of the terms of its collective-bargaining agreement" to the jointly-employed temporary employees, and thus "effectively modified the parties' agreement." *Oakwood*, 343 NLRB at 661. In the context of mixed bargaining units this degree of complexity and uncertainty is utterly unnecessary since

employees can already avail themselves of their full Section 7 rights without resort to the *Sturgis* model.

CONCLUSION

For the foregoing reasons, *Amici Curiae* the Coalition for a Democratic Workplace and the National Association of Manufacturers respectfully submit that the Board should continue to adhere to the holding in *Oakwood Care Center* and disallow inclusion of solely employed employees and jointly employed employees in the same bargaining unit absent consent of their respective employers.

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Respectfully submitted,

Brian E. Hayes
OGLEETREE, DEAKINS, NASH,
STEWART & SMOAK, P.C.
1909 K Street, N.W. Suite 1000
Washington, DC 20006
Tel: 202-887-0855
Fax: 202-887-0866

Todd C. Duffield
OGLEETREE, DEAKINS, NASH,
STEWART & SMOAK, P.C.
191 Peachtree Street, N.E. Suite 4800
Atlanta, GA 30303
Tel: 404-881-1300
Fax: 404-870-1732

Jennifer G. Betts
OGLETREE, DEAKINS, NASH,
STEWART & SMOAK, P.C.
One PPG Place,
Suite 1900
Pittsburgh, PA 15222
Tel: 412-394-3333
Fax: 412-232-1799

CERTIFICATE OF SERVICE

The undersigned certifies that on this 18th day of September, 2015, a copy of the foregoing Brief of Amicus Curiae the Coalition for a Democratic Workplace was filed using the National Labor Relations Board's E-Filing Program. Copies of the foregoing brief were also served by e-mail upon the following counsel of record:

Douglas Nabhan
dnabhan@williamsmullen.com

J. Wilkinson
nwilkinson@williamsmullen.com

J. Freedley Hunsicker
fhunsicker@laborlawyers.com

James Kurek
jkurek@laborlawyers.com

Martin Milz
mmilz@spearwilderman.com

Michael Ford
mford@lu19.com

Todd Duffield

Todd C. Duffield