UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 24, 2020

CBCA 6821-FEMA

In the Matter of METROPOLITAN ST. LOUIS SEWER DISTRICT

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Before the Arbitration Panel consisting of Board Judges **SHERIDAN**, **SULLIVAN**, and **LESTER**.

The Board is faced with an unusual situation in this arbitration matter. When the applicant, Metropolitan St. Louis Sewer District (MSD), filed its request for arbitration in this arbitration matter on May 21, 2020, it informed the Board that it was seeking reimbursement of $597,839.71 in emergency overtime costs that it had incurred allegedly as a result of a Presidentially-declared disaster, a request that the Federal Emergency Management Agency (FEMA) had denied. Pursuant to a statutory amendment enacted October 5, 2018, section 423 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. § 5189a(d) (2018), authorizes the Board to arbitrate disputes between applicants and FEMA regarding eligibility for public assistance for disasters that occurred after January 1, 2016, but only if the amount in dispute for a project in a non-rural area exceeds $500,000. In anticipation of the arbitration hearing, MSD has

told us that it is now only seeking $333,986.51, an amount that falls below the threshold for arbitration eligibility. This reduction did not result from any partial settlement with or other action by FEMA that affected or narrowed the dispute between the parties, but, as MSD explains it, was a voluntary strategic decision.

FEMA has asked us to dismiss this arbitration because the amount in dispute falls below the statutory eligibility threshold. For the reasons set forth below, we grant FEMA's motion.

Background

Pursuant to section 403 of the Stafford Act, 42 U.S.C. § 5170b, FEMA reimburses states and local governments, among others, a percentage of the cost of emergency work—including debris removal and overtime for permanent government employees "conducting emergency protective measures"—incurred in responding to a declared major disaster. If FEMA denies all or part of a request for public assistance under this provision, an applicant may file a first appeal of that denial. 44 CFR 206.206 (2019). If the applicant does not receive complete relief in the first appeal decision, it may file a second-level appeal within sixty days after receiving the first-level appeal decision. *Id.* 206.206(c)(1).

As an alternative to a second-level appeal, certain applicants may pursue arbitration with the Board. An applicant seeking costs for a disaster project (other than in a rural area) for a disaster that occurred after January 1, 2016, that wishes to pursue "a dispute of more than $500,000" may, either after receiving a first appeal decision or after having received no first appeal decision after a period of 180 days, may submit a request for arbitration to the Board:

> Notwithstanding this section, an applicant for assistance under this subchapter may request arbitration to dispute the eligibility for assistance or repayment of assistance provided for a dispute of more than $500,000 for any disaster that occurred after January 1, 2016. Such arbitration shall be conducted by the Civilian Board of Contract Appeals and the decision of such Board shall be binding.

42 U.S.C. § 5189a(d)(1).

In this case, MSD requested that FEMA reimburse $843,776.25 in costs that MSD claimed it had incurred because of severe flooding from heavy rainfall between December 23, 2015, and January 9, 2016, flooding that resulted in a Presidential declaration of a major disaster. Through project worksheet 593 (PW 593), FEMA granted more than $200,000 of

MSD's request, but denied $597,839.71 in claimed emergency overtime costs as unsupported by documentation tying that overtime work to the disaster. MSD filed a first appeal of that denial on November 8, 2019, and, while providing additional documentation in support of that appeal, acknowledged that it would have been administratively impossible for MSD to track particular overtime work to specific tasks on particular work orders. On March 26, 2020, FEMA issued its first appeal decision denying any further recovery based on what it stated was a continued lack of adequate documentation.

Rather than filing a second-level appeal, MSD submitted an arbitration request to the Board on May 21, 2020, challenging FEMA's first appeal denial of the $597,839.71 in claimed overtime costs. In its response to MSD's arbitration request, FEMA indicated that "there [may] be potentially eligible work buried within MSD's claim," but that, because the disorganization of MSD's documentation made it impossible to tie overtime costs to disaster work, FEMA could provide only what it had originally granted prior to the first appeal. In reply, MSD indicated that it was, and had been, "willing to help FEMA understand the documents presented."

After the Board scheduled a two-day hearing for the week of July 27, 2020, FEMA, without opposition from MSD, requested a stay to allow FEMA to work to assist MSD in presenting necessary documentary evidence in a manner that would allow FEMA to find additional eligibility and potentially eliminate or reduce the need for an arbitration hearing. Although we denied FEMA's stay request, the Board agreed to reschedule the hearing for the week of September 21, 2020, and directed the parties to meet by teleconference or video conference to attempt to come to agreement on claimed costs, where they could, so that the costs that would have to be addressed at a hearing were those that were truly in dispute. In its scheduling order dated July 14, 2020, the Board also directed each party, no later than September 11, 2020, to submit "a brief explaining the issues or amounts that remain in dispute" after the parties' discussions, along with, among other things, "written direct testimony of any witnesses, with citations to the evidence in the record by exhibit number" and "any additional documents or other evidence that the panel should consider."

The time that the Board provided the parties was of little benefit, as FEMA notified the Board on September 11, 2020, that, based upon its review of additional information that MSD provided, it was able to find approximately $6500 in additional entitlement, an amount to which MSD did not agree. Nevertheless, in the arbitration brief that MSD submitted later that same day, MSD significantly reduced the $597,839.71 amount that it had previously said was in dispute, telling the Board in its brief that, "[b]ased on the evidence, here, before the [Board], it is evident that MSD is entitled to $333,986.51 due in connection with the overtime work incurred due to the rain and flooding events at issue, and that FEMA erroneously disallowed those claims." Applicant's Brief at 1; *see id.* at 3 ("MSD's total

claim for emergency overtime is $333,986.51."); *id.* at 19 ("These four examples clearly demonstrate that the MSD Master Exhibit accounts for MSD's claim under PW 593 of $333,986.51."); *id.* at 20 ("[T]he Board should award MSD the $333,986.51 sought in this matter under PW 593."). Accompanying the arbitration brief was the written testimony of MSD's Finance Director, who testified that "MSD claims on this appeal $333,986.51 for overtime incurred to respond to the major disaster at issue under PW 593." Written Testimony of Marion Gee (Sept. 11, 2020) ¶ 77. Nowhere in MSD's arbitration brief or in the written testimony that MSD presented did MSD acknowledge or even mention that MSD had reduced the amount being sought by more than $250,000, nor did MSD or its Finance Director explain why MSD had reduced the claimed amount.

In addition to the pleadings that FEMA submitted on September 11, 2020, in conformance with the Board's scheduling order, FEMA filed a motion to dismiss this arbitration, arguing that, because MSD had voluntarily reduced its claim to a figure below the $500,000 dispute threshold for arbitration eligibility involving a non-rural area, the Board lacked authority to arbitrate the dispute under 42 U.S.C. § 5189a(d). Confused by MSD's failure to mention in its brief that it was reducing its claim amount, we asked MSD in response to FEMA's motion to explain the reasons for the quantum reduction, including whether it resulted from a settlement with FEMA of a portion of its claim or for other reasons caused by FEMA.

MSD notified us in its September 17, 2020, response to that order that, as part of its attempts to convince FEMA to pay its claim, MSD had voluntarily decided to make "a reduced demand," although MSD then stated that its counsel "directly communicated with counsel for FEMA . . . to inform FEMA's counsel that the full amount of the claim for the disallowed $597,839.71 remained at issue." Applicant's Response (Sept. 17, 2020) at 3. The $333,986.51 in costs upon which MSD is now focused are those that MSD claims can be tied to actual work orders in the record, but MSD asserts that "[t]he full $597,839.71," which includes costs that are *not* tied to work orders, is "still recoverable." *Id.* The non-work order costs "can easily be proven to be recoverable," says MSD, "through testimony at the arbitration hearing in this matter rather than work orders." *Id.* at 4. Yet, because "such proof would require a great deal of extra time and additional witnesses at the arbitration [beyond the two witnesses that MSD told the Board it would present] to testify about the actual work they performed," MSD tells us, "MSD has strategically chosen to focus on obtaining a recovery of the work that is more directly linked to work orders for ease of proceeding in this matter" and that MSD's "evidence will focus on that work, which amounts to $333,986.51 in overtime expense." *Id.*

Discussion

Under 42 U.S.C. § 5189a(d) (section 5189a(d)), a matter involving a project in a non-rural area is eligible for arbitration before the Board only if the applicant is raising "a dispute of more than $500,000." A "dispute" requires "a conflict or controversy," and an "arbitrable dispute" is "[a] dispute that can properly be resolved by arbitration." *Black's Law Dictionary* 572 (10th ed. 2014).

When it filed its request for arbitration, MSD told us that it was disputing the entire $597,839.71 that FEMA had denied in PW 593, an amount in dispute that satisfies the eligibility threshold of section 5189a(d). Generally, "[t]he rule governing dismissal for want of jurisdiction," at least "in cases brought in the federal court[,] is that, unless the law gives a different rule, the sum claimed by the plaintiff controls if the claim is apparently made in good faith." *St. Paul Mercury Indemnity Co. v. Red Cab Co.*, 303 U.S. 283, 288 (1938). That is, "[t]he test to determine amount in controversy is not the sum ultimately found to be due, but the sum demanded in good faith." *Gibson v. Jeffers*, 478 F.2d 216, 220 (10th Cir. 1973). "On its face, the phrase 'good faith' would seem to imply that the relevant consideration is the [applicant's] state of mind and that, therefore, it is a subjective test." *Jaconski v. Avisun Corp.*, 359 F.2d 931, 934 (3rd Cir. 1966). Ultimately, though, "the plaintiff's actual mental state can never be satisfactorily measured without recourse to objective facts." *Id.* Thus, the basic test for determining "good faith" is that "[i]t must appear to a legal certainty that the claim is really for less than the jurisdictional amount to justify dismissal.'" *St. Paul Mercury Indemnity*, 303 U.S. at 289.

FEMA has not suggested that, when MSD submitted its request for arbitration, it did not in good faith dispute FEMA's denial of $597,839.71 in overtime reimbursements and intend to pursue recovery of that amount, suggesting that this arbitration, with an asserted amount in dispute that exceeds the $500,000 eligibility threshold, is properly before us. Nevertheless, MSD has now decided, with some caveats that we will address below, that it is now only going to attempt to prove a recovery entitlement of $333,986.51 and that we should award it that amount. Although jurisdiction, or eligibility to pursue a matter in a chosen forum, normally depends "on the facts as they exist when the complaint is filed," *Newman-Green, Inc. v. Alfonzo-Larrain*, 490 U.S. 826, 830 (1989), the Supreme Court in *Rockwell International Corp. v. United States*, 549 U.S. 457 (2007), held that "[t]he state of things and the originally alleged state of things are not synonymous." *Id.* at 473. "[W]hen a plaintiff files a complaint in federal court and then voluntarily amends the complaint, courts look to the amended complaint to determine jurisdiction." *Id.* at 473-74. "[T]he withdrawal of those allegations" that originally provided the basis for a court's jurisdiction will defeat that jurisdiction "unless they are replaced by others that establish jurisdiction." *Id.* at 473.

Although arbitrations under section 5189a(d) do not require a "complaint" in exactly the same format as Federal courts require, the applicant's request for arbitration essentially serves the same purpose as a complaint, identifying for the Board and for FEMA the scope and amount of the applicant's dispute with FEMA's initial decision. To the extent that, during the arbitration, an applicant voluntarily amended its dispute to an amount below the section 5189a(d) threshold, it could, depending upon the reasons for the reduction, be found to be retroactive to the original arbitration request submission and affect the dispute's eligibility for arbitration. *See, e.g.*, *Pintando v. Miami-Dade Housing Agency*, 501 F.3d 1241, 1242-43 (11th Cir. 2007) (looking to plaintiff's amended complaint, which superceded the original, to determine whether district court had subject-matter jurisdiction); *Boelens v. Redman Homes, Inc.*, 759 F.2d 504, 506-08 (5th Cir. 1985) ("[T]he plaintiff must be held to the jurisdictional consequences of a voluntary abandonment of claims that would otherwise provide federal jurisdiction."). The *Rockwell International* doctrine has been applied to make reductions in the amount in controversy that a plaintiff is claiming retroactive to the original complaint filing date. *See Professional Service Industries, Inc. v. Dynamic Development Co.*, No. 14-CV-06363, 2018 WL 3389705, at *2 (N.D. Ill. July 12, 2018) ("When [plaintiff] filed its second amended complaint, alleging a new, and lower, amount of damages, that figure became the relevant benchmark for assessment of the Court's jurisdiction under the diversity statute.").

What does it mean, then, if an applicant submits a request for arbitration that properly asserts a dispute in excess of the $500,000 threshold for arbitration eligibility, but then later reduces the disputed amount below that threshold? In attempting to identify a standard against which to evaluate when a reduction in the amount in dispute might affect eligibility under section 5189a(d), we look to court decisions considering plaintiffs who, after filing a lawsuit in Federal court on diversity jurisdiction grounds, reduce a claim that originally exceeded the $75,000 amount in controversy requirement for diversity jurisdiction to a figure below the necessary amount in controversy. The factors that the United States Court of Appeals for the Sixth Circuit applied in analyzing such a situation in *Jones v. Knox Exploration Corp.*, 2 F.3d 181 (6th Cir. 1993), seem directly applicable here. The court in *Knox* recognized that a subsequent event that occurs after a complaint is filed (such as a court decision granting a partial motion to dismiss for failure to state a claim or a settlement between the parties of part of their dispute), will not, if the subsequent event reduces the amount in controversy below the jurisdictional dollar threshold, eliminate the jurisdiction that was established when the case was filed, but that "subsequent revelations" that cause a plaintiff voluntarily, on its own accord and without such a "subsequent event," to reduce its claim might:

> These cases illustrate the rule that if a good-faith claim of sufficient amount is made in the complaint, subsequent events that reduce the amount below the

> statutory requirement do not require dismissal. *A distinction must be made, however, between subsequent events that change the amount in controversy and subsequent revelations that, in fact, the required amount was or was not in controversy at the commencement of the action*.

Id. at 182-83 (emphasis added). In *Knox*, the court recognized that "the jurisdictional defect [at issue there] was not disclosed by an amended complaint, by application of a legal defense following discovery, or by evidence adduced at a trial. Rather, the plaintiffs revealed in their brief filed in this court that 'the amount in controversy is actually less than [the required statutory threshold].'" *Id.* at 183. In that circumstance, "[s]ince no subsequent event occurred to reduce the amount in controversy, this can only mean that the plaintiffs' claims never satisfied the jurisdictional requirement." *Id.*; *see State Farm Mutual Automobile Insurance Co. v. Powell*, 87 F.3d 93, 97 (3d Cir. 1996) (directing district court to dismiss appeal where plaintiff, during litigation, discovered that it had to reduce its requested judgment to an amount below the jurisdictional threshold); *Professional Service Industries*, 2018 WL 3389705, at *5 (dismissing lawsuit after plaintiff reduced claim below jurisdictional threshold); *Ham v. TJX Cos.*, No. 17-CV-01463, 2018 WL 1143156, at *2-*3 (D.D.C. Mar. 2, 2018) (same); *Walker v. Conquest Energy, Inc.*, No. 06-CV-872, 2008 WL 4569875, at *2 (D. Utah Oct. 10, 2008) (same).

Further, in evaluating whether a reduction in the claimed amount in controversy affects jurisdiction, courts look at the extent to which the reduction is an attempt at gamesmanship by one of the parties. Often, a plaintiff who files a lawsuit in state court with an amount in controversy above the diversity jurisdiction threshold will, after the defendant has the case removed to Federal court, voluntarily reduce the amount being claimed and then, asserting that the amount in controversy required for diversity jurisdiction no longer exists, seek to have the case returned to state court. The Supreme Court has recognized that a plaintiff, when filing a complaint in state court, can voluntarily place a limit upon the dollar amount that it is seeking to avoid the possibility of removal to federal court. *See St. Paul Mercury*, 303 U.S. at 294. Once a state court action is properly removed to federal court, however, it is typically too late for a plaintiff then to defeat removal jurisdiction by reducing the amount of its claim, given the gamesmanship that would result if such after-the-fact jurisdictional changes were left to "the plaintiff's caprice." *Id.* That is consistent with the fact that courts, whether addressing post-removal dollar claim reductions or initial overstatements of amounts in controversy, often look to whether the plaintiff, when bringing its action, was acting in good faith in identifying an amount in controversy that exceeded the statutory threshold. *See, e.g.*, *Coventry Sewage Associates v. Dworkin Realty Co.*, 71 F.3d 1, 6 (1st Cir. 1995); *Watson v. Blankinship*, 20 F.3d 383, 387-388 (10th Cir. 1994).

We, of course, are not bound by the decisions of the various federal courts, many of which seem not to be completely consistent with one another on this issue, and those decisions do not address the specific language of section 5189a(d). Nevertheless, we believe that the court's rationale in *Knox Exploration* provides a useful tool for us in analyzing whether a dispute between an applicant and FEMA is eligible for arbitration after the applicant reduces the amount of money in dispute. Unlike the situation in federal district courts, there is no discovery period in section 5189a(d) arbitration matters that would allow FEMA to investigate the "good faith" of the applicant in originally identifying the amount that it intends to dispute in the arbitration, making application of a "good faith" standard that some courts advocate difficult in practice here. *See Knierim v. Siemens Corp.*, No. 06-4935, 2008 WL 906244, at *11-*12 (D.N.J. Mar. 31, 2008) (permitting discovery on jurisdictional facts). Further, section 5189a(d) arbitrations are supposed to move quickly, with a hearing on the merits within sixty days after the initial conference, and typically be fully resolved within just a few months. 48 CFR 6104.607, .611. Given the speed with which an arbitration is supposed to progress, an applicant should be well aware, when it files its request for arbitration, of what it believes is properly in dispute and what it is going to challenge. The rule from the *Rockwell International* line of cases that retroactively applies amendments to the complaint back to the timing of the original filing seems to fit well here, given that there simply is not time in the arbitration process for the applicant to make the type of significant change in position that MSD has made here. We hold in the unique circumstances here that MSD's completely voluntary reduction in the amount that it is disputing, made within weeks of submitting its arbitration request, ties back to the date upon which it submitted, and substitutes for, its original request for arbitration. Because that reduced amount is below the section 5189a(d) threshold, and because the reduction was not based upon any kind of partial settlement or other action that resolved portions of the parties' dispute, this matter is ineligible for arbitration.

MSD argues that we should interpret the amount in controversy requirement based upon the amount at issue in the project worksheet applicable to this matter, as we have in arbitrations relating to the Hurricanes Katrina and Rita disasters that we consider pursuant to authority granted by the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. 111-5, 123 Stat. 115, 164 (Feb. 17, 2009). Section 601 of the ARRA granted arbitration authority "regarding the award or denial of disputed public assistance applications for covered hurricane damage under section 403, 406, or 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5170b, 5172, or 5173) *for a project the total amount of which is more than $500,000*." (Emphasis added). MSD asserts that the Board has recognized that "the amount at issue [in an arbitration authorized by the ARRA] is determined by the amount of money obligated under the PW at issue" and that, because PW 593 involves a total project cost of $843,776.25 (of which $597,839.71 was disallowed), arbitration eligibility is automatically established. Applicant's Response (Sept. 17, 2020)

at 5. In support, MSD cites to this Board's decision in *Forrest County Board of Supervisors*, CBCA 1772-FEMA, 10-1 BCA ¶ 34,453, in which the Board held that, even though the amount of public assistance sought in arbitration was just over $200,000, the project costs shown on FEMA's PW were over $500,000. In that instance, the Board found arbitration eligibility because the project cost shown on the PW exceeded the $500,000 threshold.

Section 5189a(d), which is the basis of our authority to arbitrate requests associated with the dispute at issue here, is written very differently than the ARRA. It does not provide eligibility based upon the project amount, but, instead, on the amount of denied funding that the applicant is disputing. Granted, the PW will likely set the outside maximum of what the Board, through arbitration, can provide the applicant through arbitration, given the parameters of the pre-arbitration process in which the applicant and FEMA must engage to narrow disputes before coming to the Board. Nevertheless, unless the applicant is coming to the Board to dispute more than $500,000 in denied funds, section 5189a(d) does not permit the applicant to arbitrate here. Here, subject to the caveats that MSD has raised and that we will address below, the only "dispute" that MSD is asking the Board to resolve is its entitlement to $333,986.51, a figure below the required dispute threshold. It is no longer seeking any dollar recovery from the Board above that amount, meaning that, as far as the Board's proceeding is concerned, the only "dispute" that will be resolved by arbitration—that is, the only "conflict or controversy" that is before the Board to decide, *see Black's Law Dictionary* 572 (10th ed. 2014)—is one that falls below the dollar threshold for arbitration eligibility. Applying MSD's argument, if FEMA in a PW declined to fund more than $500,000 in claimed costs, but the applicant, upon review, ultimately only disagreed with and wanted to challenge $50 of the disallowance, the applicant could properly file a request for arbitration with the Board limited to that $50 dispute. That is clearly not what 42 U.S.C. § 5189a(d) envisions. The *Forrest County* decision interpreting a very different arbitration threshold not only does not apply to this arbitration, but indicates that Congress, by adopting a different standard under 42 U.S.C. § 5189a(d) than the ARRA, intentionally changed the focus of the arbitration threshold from the amount in the PW to the amount actually in dispute.

MSD also argues that it should not be penalized, through dismissal of this arbitration, for engaging in good faith settlement negotiations with FEMA. Certainly, it would not create a barrier to arbitration eligibility for an applicant seeking more than $500,000 in arbitration to try to resolve its dispute with FEMA by making or considering a settlement offer below that dollar amount. In fact, settlement negotiations that would resolve the parties' dispute are actively encouraged. Nevertheless, taking a position in settlement negotiations that might resolve some or all of the parties' dispute is very different from affirmatively reducing the amount that is being claimed in the arbitration itself. That reduction is not something that is necessary as part of a settlement negotiation. In modifying the amount of money in dispute

and telling the Board that it was limiting its request to $333,986.51, MSD voluntarily restricted the dispute to a dollar amount less than $500,000 and eliminated this matter's eligibility for arbitration under 42 U.S.C. § 5189a(d).

In addition, MSD asserts that "[t]he full $597,839.71 [is] still recoverable" because, if it chose to do so, MSD could present testimony that would allow for recovery of that amount. Applicant's Response (Sept. 17, 2020) at 3. Yet, MSD has already taken positions that preclude it from presenting such testimony. Under the Board's July 14, 2020, scheduling order, MSD had to present the written testimony of its witnesses, detailing what each witness was going to say, no later than September 11, 2020. MSD complied with that order, and the testimony that it presented not only does not include anything about costs in excess of $333,986.51, it expressly disavows that MSD is seeking anything more than that amount. Although MSD asserts that we could choose to award $597,839.71 even though it is not presenting testimony to support it, the only supporting evidence in the record to which MSD has pointed is Exhibit CC/CCC, which contains a series of timesheets showing that employees incurred time working, but does not indicate what any of them were working on or whether any of it involved disaster-related matters that required payment of more than their regular salary. We could not base an excess costs award on that evidence, even if the applicant was relying upon it.[1] More importantly, the disputed amount in controversy is typically "measured by the object of the litigation" and, more specifically, the monetary benefit that would obtain from success in the litigation. *Olden v. LaFarge Corp.*, 203 F.R.D. 254, 260 (E.D. Mich. 2001). MSD is presenting no evidence that could support any dollar recovery beyond $333,986.51. The price reduction that MSD has "strategically chosen" to make in the arbitration, Applicant's Response (Sept. 17, 2020) at 4, and its decision to present no evidence in support of any greater award eliminates any dispute about a monetary award above $333,986.51.

[1] Citing to *Peterson v. Travelers Indemnity Co.*, 867 F.3d 992 (8th Cir. 2017), MSD asks us to apply a "legal impossibility" standard to dismissal, such that we should find the eligibility threshold satisfied unless "legal impossibility of recovery [is] so certain as virtually to negative the plaintiff's good faith in asserting the claim." *Id.* at 995 (quoting *Schubert v. Auto Owners Insurance Co.*, 649 F.3d 817, 822 (8th Cir. 2011)). Applying that standard, though, MSD's voluntary decision to reduce its claim amount within weeks after submitting its request for arbitration and providing no evidence upon which a higher award could be based make it a legal impossibility for MSD to obtain a greater recovery than the $333,986.51 that it is now seeking.

Decision

For the foregoing reasons, we dismiss this arbitration because the amount in dispute does not meet the eligibility threshold in section 5189a(d).

Patricia J. Sheridan
PATRICIA J. SHERIDAN
Board Judge

Marian E. Sullivan
MARIAN E. SULLIVAN
Board Judge

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge