UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DENIED: January 7, 2022

CBCA 6358, 6567

GRIZ ONE FIREFIGHTING, LLC,

Appellant,

v.

DEPARTMENT OF AGRICULTURE,

Respondent.

Scott A. Everard, Missoula, MT, counsel for Appellant.

Jody M. Miller and Jennifer T. Newbold, Office of the General Counsel, Department of Agriculture, Missoula, MT, counsel for Respondent.

Before Board Judges **RUSSELL**, **GOODMAN**, and **DRUMMOND**.

DRUMMOND, Board Judge.

These consolidated appeals arise under an incident blanket purchase agreement (I-BPA) between the Department of Agriculture, Forest Service (Forest Service or Government) and Griz One Firefighting, LLC (Griz One or appellant) and resource orders issued pursuant to the I-BPA for the rental of equipment and operators for fire suppression. In CBCA 6358, Griz One claims damages to a fire engine (engine or vehicle) and for the subsequent suspension of three engines and operators from the Tongue River Complex Fire. In CBCA 6567, Griz One claims damages for the alleged wrongful demobilization of its engines and operators from the Lolo Peak Fire. The parties submitted these consolidated appeals on the written record under Board Rule 19 (48 CFR 6101.19 (2020)).

Judicial Notice

> As part of the record submission brief, Griz One
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> > moves that the record and evidence . . . include those items designated in Rule 9(a) as "Evidence" – e.g., the Rule 4 files, other documents or parts thereof that may be admitted, and "Other Material" – e.g., the Notice of Appeal, Complaint, Answer, Briefs . . . anything the Board may expressly admit or take notice of . . . etc.

Appellant's Record Submission Brief at 3. Griz One further moves that the Board take judicial notice of hundreds of pages of documents. These documents are generally described as the CBCA's "own CBCA case files . . . Rules, Regulations, Government Publications, Government Notices, Government Records, etc. that may be cited herein and including website URL." *Id.*

Board Rule 9 dictates what constitutes the record in a case and draws a distinction between evidence and other material. Griz One seeks to deviate from the Board Rule in its motion, which we deny.

The Board may take judicial notice consistent with the provisions of the Federal Rules of Evidence (Fed. R. Evid.). *Tucci & Sons, Inc. v. Department of Transportation*, CBCA 4779, 17-1 BCA ¶ 36,599 (2016); *Twelfth & L Streets LTD Partnership*, GSBCA 7599, 88-1 BCA ¶ 20,519. Judicial notice is reserved for information "not subject to reasonable dispute." Fed. R. Evid. 201(b). When taking judicial notice pursuant to a request of a party, the tribunal must be "supplied with the necessary information." *Id*. 201(c)(2). The rules do not explain what constitutes "necessary information." Rather, the rules give the tribunal discretion to decide whether judicial notice is appropriate. *See K/S Himpp v. Hear-Wear Technologies, LLC*, 751 F.3d 1362, 1367 (Fed. Cir. 2014); *Murakami v. United States*, 398 F.3d 1342, 1355 (Fed. Cir. 2005). Griz One wishes the Board to take judicial notice of the Forest Service's position on various topics and information and then contrast such information with the Government's legal theories advanced in the present case. Griz One has failed to persuade the Board it would be appropriate to take judicial notice of such information. *See Kvichak Marine Industries, Inc. v. United States*, 118 Fed. Cl. 385, 388 (2014) (noting that plaintiff failed to establish that "articles it submitted [we]re properly the subject of judicial notice [or] that they [we]re necessary for the court's review of the case."). This information is not an "adjudicative fact" as set forth in Fed. R. Evid. 201(a), but rather a legal conclusion recognizing alleged conflicts between the legal positions in this case. *See Big Easy Studios, LLC v. United States*, 147 Fed. Cl. 539, 548 (2020) (finding contrast between agency's position in its training and Government's legal theories presented in the case not an adjudicative fact but rather a "legal conclusion recognizing alleged conflicts

between the legal positions in the case."). Griz One's request for the Board to take judicial notice is denied.

Findings of Fact

The I-BPA

In 2016, the Forest Service awarded Griz One an I-BPA (the agreement) for the possible future rental of engines and operators for fire suppression at the Forest Service's Northern Region. Pursuant to the terms of the I-BPA, the Forest Service and other named state and federal entities could issue an unspecified number of orders to Griz One, and Griz One, in response, would choose which, if any, of the orders, called dispatch or resource orders, to accept. Respondent's Appeal File (CBCA 6358), Exhibit 2 at 1-13, 16, 27. Because of the sporadic occurrence of incident activities, the I-BPA did not guarantee the placement of any orders. *Id*. at 16.

Once Griz One accepted an order, it was responsible for providing the needed equipment and skilled and knowledgeable operators. Respondent's Appeal File (CBCA 6358), Exhibit 2 at 40-41. The I-BPA stated further that the contractor would soon thereafter receive, among other things, a resource order number, the name of the incident, the date and time it needed to report to the incident, and an "[i]ncident contact phone number for further information." *Id*. at 44-45. According to the agreement, each wildland fire incident is managed on an interagency basis and under the control and jurisdiction of the host agency. *Id*. at 56.

The clause in the I-BPA titled "Loss, Damage, or Destruction" included the following provision:

> (b) For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within operating limits and responsible for safety of the equipment.

Respondent's Appeal File (CBCA 6358), Exhibit 2 at 28 (clause C.8).

The "Payments" clause defined the entity responsible for compensating a contractor for supplying equipment and operators. It indicated that:

> (a) The host agency for each incident is responsible for payments. The payment office will be designated in block 9 of the Emergency Equipment Use Invoice, Form OF-286 . . . .

Respondent's Appeal File (CBCA 6358), Exhibit 2 at 56 (clause D.21.8).

The "Work/Rest, Length of Assignments, and Crew Change Out" clause imposed work/rest mitigation steps for assignments. Although this clause did not set a maximum length for assignments, it gave the Government the option of releasing resources after fourteen days. Respondent's Appeal File (CBCA 6358), Exhibit 2 at 45-46 (clause D.6.7). The agreement did not guarantee a maximum or minimum number of days for an assignment. *Id*.

The I-BPA required the work to be performed "in a safe manner to a professional standard." Respondent's Appeal File (CBCA 6358), Exhibit 2 at 53. Clauses D.19 and D.19.1 addressed workmanship and incident behavior. Clause D.19 permitted the release of any contractor employee from an incident assignment if deemed "incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C)." *Id*. The policy, incorporated within the I-BPA as Exhibit C, required all employees and contractors to maintain a professional and harassment-free work environment. The policy defined harassment as "coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical comments." *Id.* at 82. The I-BPA also stated that "[m]isconduct may result in the suspension or cancellation of this agreement." *Id.* at 53. The agreement emphasized, in clause D.19.1, that "Harassment In Any Form Will Not Be Tolerated." *Id*.

The I-BPA established an invoicing process that a contractor was to follow to receive payment. The invoicing clause provided, in part, that, "[a]fter each operation period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use [of] the resource." Respondent's Appeal File (CBCA 6358), Exhibit 2 at 59 (clause D.21.9).

The I-BPA incorporated by reference Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions – Commercial Items (JAN 2017). Respondent's Appeal File (CBCA 6358), Exhibit 2 at 25. The I-BPA did not incorporate by reference the Requirements clause, FAR 52.261-21.

Tongue River Complex Fire (CBCA 6358)

Pursuant to the I-BPA, the Bureau of Land Management (BLM), as the host agency, issued a dispatch order to Griz One on or about July 8, 2017, to provide engines and operators at the Tongue River Complex Fire in Missoula, Montana. Appellant's Complaint at 6; Respondent's Supplement to Motion to Dismiss (CBCA 6358), Exhibit 1 at 1; Respondent's Reply to Appellant's Additional Argument Against Motion to Dismiss (CBCA 6358), Exhibit 2.

During the afternoon on July 10, 2017, while a Griz One employee was operating an engine, the engine was damaged in a collision with a government vehicle driven by a Forest Service employee and a vehicle driven by another private contractor. Respondent's Appeal File (CBCA 6358), Exhibit 12 at 272-78.

By letter dated July 14, 2017, the Forest Service contracting officer (CO) suspended the I-BPA. It appears from the record that the suspension also acted as a suspension of further work on the Tongue River Complex Fire that Griz One was performing under its dispatch order. Respondent's Record Submission Brief at 11. The suspension was to continue until investigations into the accident and Griz One's contacts with the Incident Management Team and dispatch personnel were completed. In the suspension letter, the CO advised Griz One that the suspension of the I-BPA could be lifted if Griz One agreed to specific conditions concerning communications with government employees. Appellant's Appeal File (CBCA 6358), Exhibit 4 at 141.

Kevin Korbel, a safety officer, investigated the accident. He interviewed various crew members working on site at the time of the accident and collected statements from individuals with direct knowledge of the relevant facts. He also inspected Griz One's damaged engine. He reported that the two Griz One operators at the site at the time of the accident lacked significant firefighting experience and were confused as to the necessary safety procedures, despite numerous briefings from the Government and assistance from other crew members. One operator had only "10 days" of prior firefighting experience, and the other had "1 season 8 years [before] with about 10 days experience." Respondent's Appeal File (CBCA 6358), Exhibit 12 at 273. He further reported that the weather report for that day was vague. While high winds were predicted, the timing and severity of the wind was uncertain. The report did not conclude that the crash was caused by government negligence. *Id*. The report also did not find that the accident was caused by the Government's safety failures. In fact, the report found the safety tactics and practices used by the Government on July 10, 2017, to be appropriate. *Id*.

On July 21, 2017, the CO lifted the suspension after receiving a written assurance from Griz One that it would cease all unacceptable conduct and communicate only with the

CO. Griz One continued to work at the site through July 23, 2017. Appellant's Record Submission Brief at 11-12. The suspension lasted a total of seven days. *Id*. at 11.

Tongue River Complex Fire Claim (CBCA 6358)

In a letter to the Forest Service dated August 28, 2018, Griz One claimed damages totaling $49,671.90 – that is $1716.90 for damage to the engine (supported by a preliminary estimate and photos), $46,671.90 for the daily rates for three engines suspended for seven days (supported by shift tickets), $1500 for diminution (supported by a declaration from a Missoula auto dealer), and $150 for rental costs for loss of use during three days of repair (supported by documentation of comparable rentals). Respondent's Appeal File (CBCA 6358), Exhibit 9 at 191-92.

By decision dated October 19, 2018, the CO replied to Griz One's claim. As to the portion of the claim seeking compensation for vehicle damage, the CO stated, "Please be advised that I do not have the jurisdictional authority to settle claims associated with this incident; the Tongue River Complex was . . . under the jurisdiction of the [BLM] and thus all claims associated with vehicle damage . . . must be submitted to the BLM." Respondent's Appeal File (CBCA 6358), Exhibit 1 at 1. In regard to the portion of the claim related to payment of daily rates during the suspension of the agreement, the CO stated that the suspension was within the scope of the agreement due to "reported unprofessionalism displayed to the incident management team and harassment of dispatch." *Id.* at 2. The agreement was reinstated upon Griz One's agreement to specific conditions: no contact with dispatch or the coordination center, contact only with the CO, and "any future aggressive or angry outbursts would be immediate grounds for the termination of the agreement." *Id*. The CO denied Griz One's claim for damages to its engine and its claim for suspension damages. *Id*. This appeal (CBCA 6358) ensued, filed within ninety days of receipt of the CO's final decision.

Lolo Peak Fire (CBCA 6567)

On July 24, 2017, Griz One accepted a second dispatch order from the Missoula Interagency Dispatch Center, Lolo National Forest, to provide equipment and personnel to aid in fighting the Lolo Peak Fire. Respondent's Appeal File (CBCA 6567), Exhibit 8. Griz One's personnel arrived at the incident site on July 25, 2017. *Id*., Exhibit 6.

After work commenced, the assistant fire management officer reported that Griz One's crew was observed not working on numerous occasions, sleeping on the fire line next to an operating chipper when their assignment was supposed to be helping feed the chipper, and lacking the appropriate number of personnel. Respondent's Appeal File (CBCA 6567), Exhibit 13 at 222; Respondent's Proposed Finding of Fact at 5.

The Fuels Assistant Fire Management Officer also indicated that, after several shifts, the operations group discussed their frustrations with Griz One's performance, and it was decided that Griz One was a drag on productivity and posed a safety risk due to the lack of the employees' institutional awareness. Respondent's Appeal File (CBCA 6567) Exhibit 13 at 227; Respondent's Proposed Finding of Fact at 5.

The Forest Service gave Griz One performance evaluations, rating one vehicle as "satisfactory" while rating the other as "marginal." Respondent's Appeal File (CBCA 6567), Exhibit 4. The Forest Service's evaluating officer included the comment that Griz One's crew was unmotivated, demonstrated a lack of ability to perform, and failed to have adequate equipment to perform assigned tasks. *Id*.

On August 1, 2017, the Lolo Peak Fire division commander demobilized Griz One's personnel and trucks from the site of the fire. Respondent's Appeal File (CBCA 6567), Exhibit 10. Appellant's two Type-6 engines were demobilized from August 1 through August 8, 2017. Respondent's Rule 19 Record Submission at 6.

Lolo Peak Fire Claim (CBCA 6567)

On February 28, 2018, Griz One submitted a claim to the Forest Service CO seeking to recover $20,767.50 for the alleged early demobilization of Griz One resources from the Lolo Peak Fire, prior to August 7, 2017. Appellant's Appeal File (CBCA 6567), Exhibit 22 at 283. In its claim, Griz One sets forth its damages as follows:

> Griz One's Eng[ine] #1 (Type 6) for 08-02-2017 to 08-07-2017 (6.0 days) at $1595/day, plus demobilization procedure (e.g. inspection) and half-day travel, totaling 6.5 days = $10,367.50.
>
> Griz One's Eng[ine] #2 (Type 6) for 08-02-2017 to 08-07-2017 (6.0 days) at $1600/day, plus demobilization procedure (e.g. inspection) and half-day travel totaling 6.5 days = $10,400.

Id. at 289.

By decision dated April 24, 2019, the CO denied the claim in its entirety. Respondent's Appeal File (CBCA 6567), Exhibit 3. This appeal (CBCA 6567) ensued, filed within ninety days of receipt of the CO's final decision.

Discussion

1. Negligence Claim – Tongue River Complex Fire

Griz One contends that the Forest Service was negligent in directing the operation on July 10, 2017, given the existing conditions. Specifically, Griz One asserts that the Forest Service orchestrated a "back burn" that should not have taken place due to weather conditions; there was a lack of instructions and communications; the Forest Service's vehicle lacked a back-up alarm; and the Forest Service employee backed into Griz One's equipment while attempting to vacate the area.

We lack jurisdiction to entertain pure claims of negligence, which sound in tort. *Dungaree Realty, Inc.*, HUD BCA 95-G-102-C1, 97-2 BCA ¶ 29,189. Nevertheless, the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018), allows us to entertain a claim that arises primarily from a contractual undertaking even though the loss may have resulted from the negligent manner in which the contract was performed." *Goodfellow Brothers, Inc.*, AGBCA 80-189-3, 81-1 BCA ¶ 14,917. The relevant dispatch order was issued by the BLM, and it is unclear from the record how the accident at issue involving the Forest Service ties to any contractual provisions that could convert a tortious act into a contractual breach. We need not dwell on that issue, however, because the record does not support the premise that damage to Griz One's engine on July 10, 2017, was caused by negligence on the part of the Forest Service. As the party seeking relief, appellant bears the burden of proving that the Forest Service was negligent in directing operations and that this negligence caused the accident. Evidence put forth by both parties suggests that the accident was caused by multiple factors, many of which were out of the control of Forest Service personnel. Furthermore, there are conflicting witness statements as to who may have been at fault for the resulting accident. In short, the record does not establish by a preponderance of the evidence that the accident was caused by government negligence or that any such negligence breached a contractual duty owed by the Forest Service. Moreover, witness statements also suggest that, while the high winds were forecasted, the time at which the winds would reach the area was a matter of speculation amongst the parties. As such, the claim is denied.

2. Contract Suspension Claim – Tongue River Complex Fire

Griz One argues that the Forest Service breached the agreement by suspending two engines on site and causing the available third engine to become unavailable. Griz One argues that the reason for the suspension was exclusively due to the pending conclusion of a subsequent incident investigation at the complex. Griz One further claims that the removal of Griz One resources from dispatch call lists resulted in Griz One sustaining damages while their resources were not eligible for use. Griz One asserts that the Forest Service owes it the

daily rates for three engines for the suspension period. However, the record does not support Griz One's arguments.

To the extent that Griz One is complaining that the Forest Service breached the I-BPA by precluding it from obtaining any new resource or dispatch orders, we lack jurisdiction to entertain Griz One's complaint. The I-BPA at issue here expressly provided that there was no guarantee that the Government would ever place any orders under it, it provided no minimum purchase guarantee, and Griz One was not obligated to accept any order that the Government placed but was free to decline an order if it so chose. As we have previously recognized, "such agreements do not constitute binding and enforceable contracts because they create only 'illusory promises' without any mutuality of obligation." *Sylvan B. Orr v. Department of Agriculture*, CBCA 5299, 16-1 BCA ¶ 36,522 (quoting *Ridge Runner Forestry v. Veneman*, 287 F.3d 1058 (Fed. Cir. 2002)); *see Cardiometrix*, DOT CAB 2571, et al., 94-1 BCA ¶ 26,269 (1993) ("[A] blanket purchase agreement is not a contract."). "Because 'BPAs themselves are not contracts,' we lack jurisdiction under the [CDA] to entertain claims arising out of them." *Sylvan B. Orr* (quoting *Zhengxing v. United States*, 71 Fed. C1. 732, 738, *aff'd*, 204 F. App'x 885 (Fed. Cir. 2006)). Griz One cannot maintain a claim under the I-BPA.

To the extent that Griz One is complaining about suspension of work under its Tongue River Complex Fire dispatch order, we can consider Griz One's claim. "Once an order under a BPA is issued by the Government and accepted by the contractor, a contract comes into being," *Sylvan B. Orr*, and the contractor can maintain an action for a breach of that order. Nevertheless, in the circumstances here, no breach by the Government occurred. Clause D.19 of the I-BPA, the terms of which are necessarily incorporated into the dispatch order, clearly gives the Forest Service CO discretion to remove or suspend, in writing, a contractor employee that is found incompetent, careless, or otherwise objectionable, which includes violations of the Forest Service's Harassment Free Workplace Policy. This policy required all contractor personnel to take personal responsibility for maintaining a professional, harassment-free work environment. The record documents that, following the Tongue River Complex Fire, the CO not only investigated the accident but also reports of Griz One's unprofessional communications with the incident management team and multiple contacts with dispatch. Respondent's Appeal File (CBCA 6358), Exhibits 3 at 138, 4 at 141. The agreement was reinstated once Griz One agreed to specific conditions, including no contacts with government employees except for the CO and acknowledgment that future aggressive behavior towards government employees would lead to immediate termination of the contract. *Id.*, Exhibit 1 at 2. Accordingly, we do not find appellant's argument persuasive.

3. Government's Breach of Good Faith and Fair Dealing – Tongue River Complex Fire

Griz One next argues that the Forest Service breached the implied covenant of good faith and fair dealing in wrongfully suspending its contracts following the vehicle accident at the Tongue River Complex. Specifically, Griz One asserts that the suspension of all Griz One contracts pending the conclusion of an already completed accident report is a breach of covenants, resulting in damages to the contractor. We do not find appellant's argument persuasive.

Implied in every contract is a duty of good faith and fair dealing in its performance and enforcement. *Lakeshore Engineering Services, Inc. v. United States*, 748 F.3d 1341, 1349 (Fed. Cir. 2014); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014). "The covenant of good faith and fair dealing is an implied duty that each party to [the] contract owes to its contracting partner. The covenant imposes obligations on both contracting parties that include the duty not to interfere with the other party's performance and not to act so as to destroy the reasonable expectations of the other party regarding the fruits of the contract." *In-Finn-Ity Geotech Service v. Department of the Interior*, CBCA 975, 11-1 BCA ¶ 34,732 (citing *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005)). A part of the duty of good faith and fair dealing is the requirement to "not only . . . avoid actions that unreasonably cause delay or hindrance to contract performance, but also to do whatever is necessary to enable the other party to perform." *First Kuwaiti Trading & Contracting, W.L.L. v. Department of State*, CBCA 3506, et al., 19-1 BCA ¶ 37,214 (2018) (citing *Kiewit-Turner v. Department of Veteran Affairs*, CBCA 3450, 15-1 BCA ¶ 35,820 (2014)).

The record does not support appellant's contention that the Government violated the implied covenants of good faith and fair dealing. Rather, the suspension of Griz One's contracts was, in no small part, due to the conduct of the contractor. We find that appellant has proved neither liability nor causation. By failing to provide proof of liability, damages are not payable. Appellant's claim is denied.

4. Wrongful Demobilization – Lolo Peak Fire

Appellant argues that it is entitled to $20,767.50 resulting from the alleged wrongful demobilization of its equipment and operators under its dispatch order for the Lolo Peak Fire. Appellant's two Type-6 engines were demobilized from August 1 through August 8, 2017.

Appellant argues that the Forest Service suspended its work because it lacked a particular piece of equipment known as a "McCloud." We find that this argument is not persuasive. Numerous witness statements corroborate the suspension was caused due to poor performance by appellant's crew, including sleeping on the fire line next to an operating

chipper, lack of an appropriate number of personnel, and other safety concerns. The release of crews who are "incompetent, careless, or otherwise objectionable" is within the remedies allowed by the agreement.

Next, appellant argues that section D.6.7 of the agreement creates a fourteen-day obligation on the part of the Forest Service when utilizing Griz One resources. Appellant claims the Forest Service is liable for damages due to wrongful demobilization of its personnel and equipment from the Lolo Peak Fire, prior to the conclusion of the fourteen-day term.

The agreement does not support appellant's argument. Appellant has not identified any language in the agreement guaranteeing a fourteen-day work period. Rather, the agreement unambiguously states that the fourteen-day work requirement is meant to be a maximum amount of time that resources may be utilized under contract rest/work requirements. It does not indicate a minimum term requirement for use of contractor resources nor does it create an obligation on the part of the Government to retain contractor resources for any longer than is necessary. Thus, a plain reading of the contract fails to provide support for Griz One's argument.

Alternatively, Griz One argues that the prior course of dealing between the parties creates a fourteen-day obligation on the part of the Forest Service when utilizing Griz One's resources. Again, this claim is not supported by the record. The Board defines a prior course of dealing as "'a sequence of previous conduct between the parties to an agreement which is fairly to be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct.' The emphasis is on a sequence of events; a single transaction cannot constitute a course of dealing." *CFP FBI-Knoxville, LLC v. General Services Administration*, CBCA 5210, 17-1 BCA ¶ 36,648 (citing *IAP World Services, Inc. v. Department of the Treasury*, CBCA 2633, 12-2 BCA ¶ 35,119 (quoting *DeLeon Industries, LLC v. Department of Veterans Affairs*, CBCA 986, 12-1 BCA ¶ 34,904)). In order to recover under prior course of dealing, appellant must show reliance on the course of dealing to its own detriment. *CFP FBI-Knoxville*; *IAP World Services.*

Here, appellant has failed to establish a sequence of previous conduct between the parties that would otherwise establish a common understanding regarding the length of time the Government must utilize Griz One resources. Invoices introduced by the Forest Service indicate that there have been multiple occasions in which the Forest Service requested and demobilized Griz One's resources prior to the conclusion of a fourteen-day period. Contrary to appellant's argument, the record demonstrates that, more often than not, Griz One resources are demobilized prior to the conclusion of a two-week term. As a result, the record does not provide support for the claim that a prior course of dealing existed between the

parties. Without more from appellant, its claim of wrongful demobilization in CBCA 6567 is denied.

Decision

For the foregoing reasons, these appeals are **DENIED**.

Jerome M. Drummond
JEROME M. DRUMMOND
Board Judge

We concur:

Beverly M. Russell
BEVERLY M. RUSSELL
Board Judge

Allan H. Goodman
ALLAN H. GOODMAN
Board Judge