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In the Matter of the Arbitration :

- Between - : **Re: Election Objections**

CORNELL UNIVERSITY :

"Cornell" or "Employer" :

- and - :

CORNELL UNIVERSITY STUDENTS UNITED :

"CSGU" OR "Union" :

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APPEARANCES

For Cornell
PROSKAUER ROSE LLP
Paul Salvatore, Esq., Counsel
Steven J. Porzio, Esq., Counsel

For CGSU
Channing Cooper, Esq., Counsel

BEFORE: HOWARD C. EDELMAN, ESQ., ARBITRATOR

BACKGROUND

This dispute arises out of an election conducted on March 27-28, 2017, to determine the representation rights of Ithaca and Geneva campus based Teaching Assistants et al. ("Voters" or "Assistants") at Cornell University. The Union contends the University engaged in misconduct which violated Section 7 of the National Labor Relations Act ("NLRA") and the parties' Rules and Recognition Agreement ("Agreement" or "ROE").[1] It asks me to set aside the election and order a new one.

On May 16, 2016, Cornell and CGSU entered into an agreement concerning the conduct of an election to determine whether the Union would represent Assistants. It contained numerous provisions designed to ensure a "fair and expeditious process" during which the parties would "treat each other with mutual respect and dignity."

The parties agreed to designate me as Arbitrator to oversee the election process and to resolve disputes as they arose during its course, as well as to decide objections to the election, if any were made. To that end, I conducted numerous telephone

[1] Recognition Election Agreement.

conferences and issued several orders before, during and after the election.[2]

The election was conducted on March 27-28, 2017, by the American Arbitration Association. Ballots were counted on the latter evening. The results were:

Cast Ballots	1775 (approximately 80% of eligible voters)
For Union Representation	856
Against Union Representation	919
Uncounted Ballots	81

Of the uncounted ballots:

6 were absentee
10 challenged due to markings
19 challenged by Union
46 challenged by the AAA

The Union raised three objections to the conduct of the election. The University contended that one, an email dated March 27, 2017 at 11:54 a.m., was not properly before me. On April 2, 2018, I decided it was. Consequently, the parties submitted briefs on all three. When I received them I closed the record.[3] This Opinion and Award follows.

[2] To the extent relevant, they are cited below.

[3] I indicated to the parties that I would consider reopening the record if relevant and material facts remained unresolved. I have concluded this is not necessary.

POSITIONS OF THE PARTIES

The Union maintains the University unlawfully and coercively threatened Assistants with job loss if they voted for representation. It notes that on March 26, 2017, less than 24 hours before the election began, Dean Barbara Knuth emailed Assistants a Special Edition of her "Ask the Dean" column, in which she wrote:

> It is possible that significantly increased cost … could lead to reduced numbers of graduate students at Cornell due to wages and benefits negotiated by CGSU.

Citing Student Transportation of America, Inc. 362 NLRB No. 156 (2015), the Union argues that the perceived connection between Union representation and job loss violates the NLRA. Given the proximity of the election to the release of the bulletin (twelve hours or so) and Dean Knuth's high rank, as well as the close result, CGSU concludes that this communication, in and of itself, warrants setting aside the election results.

Recognizing that an employer may predict the effects of unionization, CGSU insists that any claim must "be carefully phrased on the basis of objective fact to convey [the Employer's] belief as to

demonstrably probable consequences beyond [its] control." Gissel Packing Co. 393 US 579 (1969) (at 618). Dean Knuth did not provide any substantial support for her comments, the Union submits. Thus, it concludes, her communication clearly impaired the ability of Assistants to make a decision free of coercion and fear of reprisal.

In addition, the Union charges the University with conferring a benefit upon Assistants in an effort to dissuade them from voting "Yes." On the first day of the election, it observes, an email was sent announcing the lowering of healthcare premiums of graduate students based outside the Ithaca area. It notes that the reduction would not take place until the 2017-18 school year, six months later; that it was placed first of other announcements contained therein; and that the notice was in response to concerns raised by students serving on the Student Health Benefits Advisory Committee[4] CGSU argues that its promulgation is another attempt to impermissibly influence the outcome of the election. Wagner Electric Corp. 167 NLRB (1967); Sun Mart Foods 341 NLRB 161(2004).

[4] Thus, demonstrating, according to CGSU, that voters do not need a union to secure benefits.

Finally, the Union insists that Cornell publicly and unlawfully sought to disparage it in an attempt to influence the outcome of the election. On March 27, 2017, the first day of voting, Dean Knuth and Chief Human Resources Officer Barbara Opperman sent an email reporting allegations of Union representatives telling Assistants not to vote, and indicating that one felt threatened, as a result. These claims were unsupported and vague, the Union suggests. Moreover, it contends, "Such reckless disparagement flies in the face of the parties' commitment to treat each other with mutual respect and dignity," brief, p. 13.

As remedy, the Union seeks a new election if remaining uncounted ballots, when resolved, demonstrate it lost the first one. It asks that it be permitted to schedule an election up to eighteen months after the results of the prior one are certified. It also seeks the dissemination of my findings and assurances from the University that the NLRA and ROE will be followed, as well as a written communication to prospective voters of their right to cast ballots free from interference.

Cornell maintains, preliminarily, that there is no way for the Union to win the election held on March

27-28, 2017. Noting that CGSU needs a total of 920 votes to prevail, it suggests that were all uncounted ballots decided in the Union's favor, CGSU would add only 62 votes to its tally for a total of 916, or two shy of a majority. As such, Cornell claims, the Union cannot secure majority status no matter how the challenged ballots are resolved.

Moreover, the University claims, none of the disputed communications violates the NLRA nor the ROE. In this context, it cites the requirement that the objector to an election, "must shoulder a heavy burden of proof to demonstrate by specific evidence that the election was unfair." Avante at Boca Raton, Inc. 323 NLRB 555, 556 (1997). The Union has failed to meet this "heavy burden," Cornell insists.

With respect to the March 26, 2017, "Ask a Dean" post, Cornell asserts that since at least 2012, every Monday evening the Graduate School has issued GSAs addressing matters of concern to graduate students. Dean Knuth also issued special editions during the run-up to the election in light of increased queries about it, Cornell observes. Having received the last three questions on this topic on March 23-24, 2017, she responded two days later so, in Cornell's view,

students could have full information about the election before the voting began the next day.

Cornell argues that the answer to the question at issue is not objectionable for it merely reflects a possible outcome of unionization; i.e., reduction in the numbers of graduate students "...but faculty departments and colleges would need to make those decisions." As the University sees it, this statement does not rise to the level of an impermissible threat of job loss. Tri-Cast Inc. 274 NLRB 377, 378 (1985).

Moreover, Cornell points out, in response to a call from Union counsel, it modified the bulletin and re-issued it before 1:00 p.m. on Monday without the disputed sentence. It did so, it insists, as a gesture of good faith and without conceding the statement was improper. An overall view of the answer, with or without the revision, makes clear that it only referred to a reduction in students as a possibility, thereby rendering it in full compliance with the NLRA and ROE, the University concludes.

As to the "voter suppression" email, the University insists it was a proper response to allegations of intimidating behavior by Union

adherents. These complaints claimed unwarranted contacts at Assistants' homes or classes; many messages (phone calls, voice and text) pressuring voters to select the Union; and, in one case, asking a student to refrain from voting instead of casting a "No" ballot.

In response to these communications, Dean Knuth and Human Resources Officer Opperman sent the disputed email. It was not objectionable, the University insists. This is so because it merely emphasized the right of every Assistant to vote and urged them not to prevent others from the exercise of that right, it suggests.

NLRB precedent affirms the legality of this communication, Cornell maintains. It points out that the Board will not probe into the truth or falsity of campaign statements except "where a party has engaged in such deceptive campaign practices improperly involving the Board...or the use of forged documents which render the voters unable to recognize the propaganda for what it is." Midland Life Insurance Co. 263 NLRB 127, 130 (1982). In the University's words, "This is a far cry from the facts surrounding the email." brief, p.13.

Also, the email was in compliance with my Order of March 27, 2017, Cornell asserts. It notes I directed that:

> There shall be no…coercive efforts (e.g., telling a graduate assistant not to vote if he/she is a prospective "No" voter or telling a graduate assistant not to vote if he/she is a prospective "Yes" voter.)

The email is fully consistent with this directive, it argues. Nor did it have any basis to believe the complaint(s) was (were) fabricated, the University urges. Thus, it concludes, this email was a proper response to serious allegations.

Concerning the March 27, 2017 GSA about health insurance, Cornell maintains this was a communication transmitted in the ordinary course of business. Similar emails have been issued every Monday evening since at least 2012, it alleges.

Nor was the email's contents unusual, according to Cornell. It suggests eight topics were covered, none related to the election.

Regarding the reduced premiums for some students, the University insists that the change (20 per cent to 10 per cent) explicitly indicated it was only for those receiving care outside of Ithaca during the 2017-18 academic year. This modification had been

previously announced and was occasioned by comments between Dean Knuth and members of the Board of Trustees made on March 24, 2017, it suggests. Also, the University asserts, the change affected only a small number of Assistants (those receiving care outside of Ithaca).

Given these circumstances, the University contends that the timing of the March 27, 2017 GSA was appropriate and legitimate. In its view, the announcement was geared toward factors other than the pending election. Citing Weather Shield of Connecticut, 300 NLRB 93 (1990), Cornell contends that benefits communicated to voters are proper even if made during the course of an election so long as they are communicated in the normal course of business. That is what occurred here, the University reasons.

Finally, the Employer asks me to reject all of the proposed Union remedies, even if I find that any of the communications at issue violated the NLRA or the ROE. As noted above, it insists the Union cannot win, even if all disputed ballots are resolved in its [CGSU's] favor. Elections, it maintains, should be set aside sparingly and in rare cases. Madison Square Garden 350 NLRB (at 119). Consequently Cornell

concludes, the election should not be set aside under any circumstances.

In addition, the University asks me to toll the twelve month election bar so that it begins to run when the election is certified.[5] Indeed, it urges, this request is consistent with my April 4, 2017 Order tolling "[t]ime limits and timeliness pursuant to the recently held election and objections thereto." It also asks me to reject the Union request to permit it up to eighteen months to file a new election petition.

For these reasons Cornell asks me to deny the Union's objections. If any are sustained, it nonetheless insists that a new one should not be ordered or, if one is, a petition seeking one must be initiated within twelve months of my certification of the prior one.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. Elections, such as this one, should not be lightly overturned. They are the culmination of expensive and time consuming processes. They are emotionally draining to all concerned. To order a new election

[5] The status of disputed ballots has not been resolved.

requires a substantial showing that, but for the offensive conduct, the results would not have been altered. Speculation as to the possible impact of one or more communications is insufficient to require a revote.

On the other hand, the parties are bound to the Agreement they reached as well as to the commitment that the election will be conducted under the rule of law; here, the NLRA. Thus, both the ROE and the Act must be analyzed to determine if there exist violations which require a new vote. It is with these principles in mind that I turn to the issues before me.

There are three communications which form the basis for the Union's challenges to the election. They are:

a. the email dated March 26, 2017 at 8:40 p.m. entitled ASK A DEAN re: response to, "If we vote to form a union, where will the money come from to pay for the added benefits?"

b. the email dated March 27, 2017 at 11:54 a.m. re: Election conduct;

c. the email dated March 27, 2017 at 6:45 p.m. entitled Graduate School Announcement re: Update on Student Health Insurance.

Each will be analyzed independently.

The first one addresses the issue of possible assistantship loss. It discusses the cost of any benefits the Union "would seek to negotiate in the collective bargaining process." In addressing the source of funds used to pay these costs it states:

> All of these funds (external grants, and departmental and college budgets) are limited. It is possible that significantly increased costs for these items could lead to reduced numbers of graduate students at Cornell, but faculty, department and colleges would need to make those decisions.

This statement violated the NLRA, I find. Though it does not address certainties; i.e. "employees will lose jobs…," its import is unmistakable. It clearly sets forth the real possibility that the number of Assistants will decline if the Union prevails.

An Assistant reading this communication would have to believe that a vote for CGSU puts his/her position in danger. That individual departments will make their decisions does not alter the process whereby one of those decisions may well be to reduce the number of Assistants.

The University raised several defenses to this claim. It noted that Assistants employed were, in essence, guaranteed a continued association with

Cornell at prevailing levels of economic support. brief, pp. 18-19.

While I have no doubt Cornell's assertion is accurate in this regard, it demonstrates that Dean Knuth's email failed the "based on objective fact" test required under Gissel. By raising the possibility of a reduction in the number of students without indicating that voters were protected by typical funding guarantees, Dean Knuth omitted an objective, material fact. She could have mentioned this guarantee or omitted any reference to a decline in students. Indeed, the question asked only where new benefits might come from, not whether there would be a reduction in the number of students. Dean Knuth's omission of the funding guarantee left the impression that a ballot for the Union imperiled voters' future standing at Cornell.

The University also noted that Dean Knuth did not have the authority to determine the budgets of individual departments and, therefore, the number of Assistants employed at Cornell. This, of course, if so. However, her specific role at the school is not relevant. Clearly, she is a high level official. As such, the impression conveyed, regardless of her

duties, is that a reduction in Assistants is a real possibility should CGSU prevail.

My determination is also consistent with Student Transportation 362 NLRB No. 156, slip op 3. In that case the Township asserted that its contract with the vendor could be voided and all jobs lost. However, that statement ignored the provision that the Employer would offset 50 per cent of the cost of a collective bargaining agreement, just as Dean Knuth's statement ignored the promise[6] to maintain financial support to students.

Cornell noted that after the Union protested the email to its [Cornell's] counsel, the University removed it in a later one issued about five hours (or 35 per cent) into the voting. This modification of Dean Knuth's memo is certainly laudable and removes any impropriety contained in the original one. However, it cannot convert an improper remark into a proper one. Stated simply, "The barn door was closed after the horse left." Whoever read the first communication had a reaction, one which is consistent with my finding above. Thus, it either violated the NLRA or did not. I have found that it did.

[6] I do not suggest it is legally binding.

The main issue surrounding the election conduct email involves the claim that it impermissibly disparages the Union and that it violates the obligation to treat CGSU with "dignity and respect." I agree with the Union that it questions the tactics of Union representatives. However, it does not violate the NLRA nor the ROE, I find.

The email restates a report received either (or both) by Dean Knuth and Chief Human Resources Officer Opperman alleging that prospective No voters were told not to cast ballots. It indicates that one student felt "threatened" by Union representatives and asks Assistants to report similar incidents and to exercise their right to vote.

There is no basis to conclude that Dean Knuth or Officer Opperman fabricated the reports they claimed to have received. There is also no basis to conclude that they were not going to investigate the matter. Thus, I do not find the email was written in bad faith. Rather, it was an accurate recitation of what was alleged (see redacted communication attached to Cornell's brief.)

I agree with the Union that it would have been better if, upon learning of the report of

intimidation, Cornell had initiated a conference call with me instead of transmitting the disputed email. In that way the matter would have been resolved as it later did; i.e., with my directive barring intimidation by either party. However, though this did not occur, the nature of the communication did not change. Thus, its unilateral dissemination prior to my directive was proper, even if ill advised.

The Union asserted the "allegation of suppression and intimidation is so damaging...that it would have the effect of persuading even a union supporter to vote against the Union or not at all." brief, p. 13. I do not agree. There is no suggestion of widespread and pervasive attempts to intimidate prospective No voters. There is only a report of attempts to depress the No votes. A reasonable reader of the email is unlikely to conclude that vast amounts of intimidation exists.

Moreover, the email violates neither the NLRA nor the ROE, I am convinced. As to the former, there is no evidence the University "solicited complaints" alleging coercive behavior. Bloomington Normal Seating Co. v. NLRB 357 F. 3d 692 (7 Cir. 2004). Also, the email clearly does not rise to the level of

the sanctioned communications, (e.g., forged documents) as proscribed in Midland Nat'l Life Insurance Co. 263 NLRB 127, 130 (1982).

Nor was the "dignity and respect" language in the ROE violated. As noted above, the email accurately reported what the Assistant alleged. Indeed, its general nature (no reference to time and place) supports the conclusion that its "vagueness" rendered it less persuasive than one which lists all the details with specificity.

This is not to say the email had a totally benign purpose. The inferential message is really to prospective No voters, urging them to get out and cast ballots. Nonetheless, I conclude, it is not objectionable.

The remaining email is the GSA sent on March 27, 2017 at 6:45 p.m. titled, "Update on Student Health Insurance." At first glance it appears problematic. After all, CGSU correctly observed that even communications promising benefits and sent during the ordinary course of business may be viewed with skepticism, especially when transmitted during the course of an election, when a short delay in its dissemination until after the vote would have had no

impact upon its implementation. However, and after carefully reviewing the parties' contentions on this issue, I find it did not violate the NLRA.

First, as Cornell noted without objection, GSAs had been sent on Mondays since 2012. As such this was a communication sent in the regular course of business.

The exact timing of the email is also significant. The election was held on March 27 and 28, 2017, from 10:30 a.m. to 2:30 p.m. and 4:00 p.m. to 10:00 p.m. on each day. The email was sent at 6:45 p.m. on March 27, or six and three-quarter hours after the voting commenced. Polls were open for a total of 20 hours. Thus, the email was sent after some 37 per cent of voting time had elapsed. Obviously, were there a concerted attempt to affect the outcome by its dissemination, the email would likely have been transmitted at or before 10:30 a.m. on March 27, 2017 and still fall within the "every Monday" schedule of communications. It was not.

Other evidence suggests the email was not violative of the statute. The reduction in the health insurance premium affected a minority of voters, only those who lived, either during the year or on breaks,

outside the Ithaca area. While there is some dispute as to what percentage of the Assistants benefitted from the change, it is clear this was not a bargaining unit-wide improvement, but one with a far smaller impact.

In addition, the email covered eight topics, one of which was the reduction in premiums. Others did not recite improvements in the plan. Indeed, they did not suggest, either implicitly or explicitly, that benefits could be more easily obtained without unionization. Nor did the email imply that credit for the reduction in premium was the result of individual efforts which would be suppressed if the Union were to be selected. Instead, it simply reported who was responsible for this enhanced benefit.

The Union raised a number of arguments in support of its contention that the email was improperly communicated. It maintained that the reduction in premium, though discussed prior to March 2017, was not widely known. I agree. After all, it was not publicized like the March 27, 2017 GSA; and Assistants would not generally be expected to know the results of applicable committee meetings, even if they were open to all.

CGSU also insisted there was no need to announce the change when the University did. It argued that knowledge of the reduction could have been disseminated either when first discussed or after the election, since the change was not due to take place until the 2017-18 academic year.

These assertions, though valid, do not overcome the "ordinary course of business" principle enunciated above. Though Cornell could have waited to a later date to announce the change via a GSA, it does not mean it had to do so as not to run afoul of the NLRA. Indeed, that it did send the communication when the approximately one-third of the ballots had been cast,[7] strongly supports the conclusion this was not a benefit intended to influence voters, especially since only a minority would benefit from the insurance premium modification.

Furthermore, case law supports Cornell's position, not CGSU's, on this issue. The two most relevant decisions representing differing views are Sun Mart Foods and Weather Shield of Connecticut, I find. Their facts are summarized as follows:

[7] I assume, without deciding, that voters came to the election sites in a steady stream.

Sun Mart Foods 341 NLRB 161 (2004) - In April 2002, the Company decided, for legitimate business reasons, to remodel one of its stores located in Sterling, Colorado. On July 12, 2002, the UFCW filed a petition for representation of employees working there. On July 23, 2002, the President of Retail Operations told the Store Manager it would be remodeled. He relayed the information to some employees at the store. Before the election of August 23, 2002, four mandatory meetings were held with employees there. At each they were encouraged not to vote for UFCW. They were also informed of the benefit to them of the remodeling. The Union lost the election 16-yes, 19-no. It filed objections.

The Hearing Officer upheld the objections and ordered a new election. The Board concurred. In doing so, the Board opined:

> The hearing officer properly applied the above principles to the facts of this case. He correctly inferred that the announcement of the remodeling decision, which occurred during the critical period was objectionable. The hearing officer also correctly found that the Employer failed to rebut the inference that the remodeling announcement was made for the purpose of influencing the employees' votes in the election. In sum, we agree with the hearing officer that "the Employer's announcement of the remodeling decision two days before the

> election and in conjunction with an antiunion speech delivered at four mandatory meetings was calculated to interfere with the election." footnote omitted, at 162.

Weather Shield of Connecticut and UAW 300 NLRB 16

A representation election was set for July 21, 1989. On the day before the election potential voters were told that after the Company had been part of its parent for one year… "this branch will have a pension plan for non-union employees." The ALJ held that the timing of the announcement constituted a violation of the NLRA.

The Board reversed the ALJ. It distinguished cases upon which he relied by noting that the announcement during a union campaign of an existing benefit did not violate Section 8(a)(1). In doing so, it opined:

> Because the Respondent's pension plan was granted to employees in the normal course of events unrelated to their union activity, the instant case is more akin to the announcement of existing benefits than to the cases relied upon by the judge, which all involve the grant or announcement of new future benefits. at 16.

The GSA promulgated on March 27, 2017, falls far closer to Weather Shield than Sun Mart. In the Cornell election, the premium reduction had been

announced months before the publication of the GSA. It was clearly not a new benefit. Moreover, it was not made known in a captive setting, but through a publication which voters were free to ignore. Finally, as noted above, it applied to less than half of eligible voters and was disseminated after the vote began and was not tied directly nor inferentially to the election campaign. Thus, I conclude, this announcement did not violate the Act, notwithstanding the Union's reliance on Sun Mart.

There remains the issue of the remedies for the violation found above. CGSU asked for two: posting of an appropriate notice; and directing that a new election be held within eighteen months after the prior one is certified.

As to the first, a notice of violation is warranted consistent with NLRB decisional law. I shall direct the parties to confer in an attempt to agree upon the wording of such a notice and the manner and places where it is to be posted. I shall retain jurisdiction in the event such an agreement is not forthcoming.

The Union's request for a new election to be held within eighteen months after certification of the one

held on March 27-28, 2017 is denied, however. As previously noted, the sentence at issue was deleted from an email sent some five hours into the voting period. It is virtually impossible to determine how many voters read the first one and/or the second. Nonetheless, the "recall" of the first certainly moderated its impact.

Also, it should be noted, elections are not "tea parties."[8] Regardless of the constituencies involved, they are free wheeling, combative events and the University did not pledge in the ROE or elsewhere to remain neutral. Moreover, as Cornell correctly pointed out, they should not be lightly set aside. Absent strong evidence of substantial coercion, intimidation, etc., or demonstrably false statements, their results should stand. This is true both under the NLRA and ROE, I am convinced.

Nor should the Union be given eighteen months from the date of certification to submit a new petition. The period under the NLRA and the ROE is twelve months for filing.

In sum, the email dated March 26, 2017 at 8:40 p.m. violated the NLRA. The emails dated March 27,

[8] No disrespect to tea parties is intended.

2017 at 11:54 a.m. and March 27, 2017 at 6:45 p.m. violated neither the NLRA nor the ROE. Postings of the Notice of Violation re: the March 26, 2017 at 8:40 p.m. email shall be made in accordance with NLRB decisional law. The parties are directed to confer in an attempt to agree upon the proper language and dissemination of such a post. I shall decide any dispute that arises in this context. No new election shall be held, except that the Union shall have the right to submit a petition for one within twelve months after the certification of the March 27-28 vote. The parties and I shall confer to determine the procedures for certification. Accordingly, and for the foregoing reasons, the Union's objections to the election previously held are decided in accordance with this Opinion. It is so ordered.

AWARD

1. CGSU's objection to the conduct of the March 27-28, 2017 election concerning collective bargaining representation rights of Assistants is sustained with respect to the communication sent on March 26, 2017 at 8:40 p.m. re: response to Ask the Dean.

2. CGSU's objections to the conduct of the March 27-28, 2017 election concerning collective bargaining representation rights of Assistants are denied with respect to the email communications dated March 27, 2017 at 11:54 a.m. re: Election Conduct; and the email dated March 27, 2017 at 6:45 p.m. entitled Graduate School Announcement re: Update on Student Health Insurance.

3. The parties shall confer in an attempt to agree upon the wording and dissemination of a posting certifying the violation of the NLRA with respect to (1) above.

4. CGSU's request for an order directing the holding of a new election is denied.

5. Procedures shall be established for certification of the election held on March 27-28, 2017. CGSU shall have twelve months from that certification to petition for a new election.

6. I shall retain jurisdiction in the event a dispute arises as to the implementation of this Award.

DATED: May 16, 2018

Howard C Edelman

HOWARD C. EDELMAN, ESQ.
ARBITRATOR

STATE OF NEW YORK)
) s.:
COUNTY OF NEW YORK)

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: May 16, 2018

Howard C Edelman

HOWARD C. EDELMAN, ESQ.
ARBITRATOR