

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
BOSTON, MASSACHUSETTS

Issue Date: 30 June 2020

CASE NOS.: 2018-SOX-00048; 2018-SOX-00050; 2018-SOX-00051

In the Matters of:

GENE SCHAEFER,
FRED FERNANDEZ,
LUIS BERMEO,
Complainants,

v.

NEW YORK COMMUNITY BANCORP, INC.,
Respondent.

**ORDER GRANTING, IN PART, AND DENYING, IN PART,
RESPONDENT’S MOTION FOR SUMMARY DECISION**

The matters before me arise from complaints of discrimination filed under section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, Title VIII of The Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A (“SOX”) and the procedural regulations found at 29 C.F.R. Part 1980. The Regional Administrator for the U.S. Department of Labor, Occupational Safety and Health Administration (“OSHA”), acting as agent for the Secretary of Labor, issued an order dismissing the above-captioned claims. Complainants objected to OSHA’s findings and requested a formal hearing. These matters were then referred to the Office of Administrative Law Judges and assigned to me for formal evidentiary hearings. On December 26, 2018, I issued an *Order Consolidating Cases* which combined these matters for trial purposes.

On June 7, 2019, Complainants filed a *Motion for Summary Decision* (“Compl. Mot.”) with accompanying memorandum and exhibits in support thereof. On June 10, 2019, Respondent filed a *Motion for Summary Decision* (“Resp’t. Mot.”) with accompanying memorandum and exhibits in support thereof. On June 19, 2019, Respondent filed its *Opposition to Complainants’ Motion for Summary Decision* (“Resp’t. Opp.”) with accompanying exhibits. On June 20, 2019, Complainants’ filed their *Opposition to Respondent’s Motion for Summary Decision* (“Compl. Opp.”) with accompanying exhibits.

I. BACKGROUND

New York Community Bancorp, Inc. (“Respondent”) is a publically traded financial institution headquartered in Westbury, New York, with over 230 branches in New York, New Jersey, Ohio, Florida and Arizona.

Schaefer worked for Respondent from 1986 until 2004. In December 2014, Schaefer returned to Respondent to work as a Coordination Manager for the Corporate Real Estate Services (“CRES”) department. In February of 2016, Schaefer became the CRES-East Budget Coordinator, a position which reported directly to the Chief CRES Officer, William Curran.¹ As the CRES Budget Coordinator, Schaefer’s duties included keeping Mr. Curran informed about open projects, managing all budgetary phases of construction projects, improving department operations, and reporting pertinent observations to the Chief Operating Officer (“COO”), Robert Wann.

Bermeo began working for Respondent on October 5, 1998. On August 29, 2016,² Bermeo was promoted to Director of Construction and Project Management for CRES-East. As Director, Bermeo was tasked with overseeing all CRES construction projects within the New York and New Jersey area. This included supervising feasibility studies, design strategies and project planning.

Fernandez was employed by Respondent beginning on December 8, 2014, as Lead Project Manager of CRES. As Lead Project Manager, Fernandez was to oversee construction projects at Respondent’s various branches, manage regional project managers, and assist the Director of Construction and Project Management, Bermeo.

The events giving rise to this matter are as follows. In May of 2016, Respondent purchased a building located at 100 Duffy Avenue in Hicksville, New York (“100 Duffy”). Resp’t. Mot., Exh. F at 169. Following the purchase of the building, Respondent engaged in a renovation project with the assistance of The Martin Group (“TMG”), a general contractor. Compl. Opp., Exh. 1 at 75. The renovation included refurbishment of the telecommunications room (“LAN room” or “Lower B telco room”) located in the basement of the building. Resp’t. Mot., Exh. F at 110-12. Respondent contracted with an IT vendor, AppTel, for the telecommunications work in the LAN room. Compl. Opp., Exh. 1 at 81. AppTel was tasked with installing new communications, and removing specific parts of the old communications infrastructure. *Id.* at 80-81; Compl. Mot., Exh. C.³ This work required the removal of obsolete cabling from the LAN room. On March 10, 2017, TMG submitted a contract change order proposal to Respondent in the amount of \$40,300.05 for repair of the LAN room.⁴ Resp’t. Mot.,

¹ Mr. Curran was hired by Respondent in 2016, to lead the CRES department and oversee CRES operations bank-wide.

² Prior to this promotion, Bermeo had been the Head of CRES-East.

³ Schaefer authorized the work done by AppTel at 100 Duffy. *See* Compl. Mot., Exh. C.

⁴ This change order was eventually rejected “because there was not \$40,000 worth of damage” and the work was performed by maintenance staff employed by Respondent. Compl. Mot., Exh. D.

Exh. II. All three Complainants were copied on emails pertaining to this proposed change order. *See id.*

Since they were curious as to why the change order existed and curious about who ordered the purported destruction of the LAN room in the first instance,⁵ Complainants visited the site at 100 Duffy on April 3, 2017. Schaefer alleges he spoke with the owner of AppTel, the IT vendor, who informed Schaefer that the copper wire was removed by unidentified employees of Respondent and not by AppTel. He also claims he learned of an exchange of cash relating to the copper wiring removal.

Following Complainants' visit to 100 Duffy, Schaefer sent an email⁶ to COO Wann informing him about the removal of the copper wiring at 100 Duffy. It stated in pertinent part:

You need to be made aware of the situation below. It involves a room in 100 Duffy where someone allowed a vendor access to this room to salvage copper wiring from the room for cash. I was informed that there was an exchange of cash between vendors and our employees resulting from this activity. It was something that had transpired at 102 Duffy and it seems to have occurred again. . . . This aggressive salvage operation will cost the company \$40,000 in repairs, and may have netted at least that much in copper to whoever removed the wiring.

Resp't. Mot., Exh. G.

On April 6, 2017, Complainants again visited 100 Duffy. Schaefer alleges to have learned more about the purported misconduct, which was detailed in his second email⁷ to COO Wann sent on the same date.

As I inquired further about the damage to the Lower Level B telephone and Data room, I received information regarding an envelope from a vendor directly. The vendor was given an envelope from an employee and told he was "returning it to the company that should have received it." Unfortunately, for the employee, the vendor didn't even know about the envelope or the job that generated the envelope.

The employee was William Curran. He returned the envelope to The Martin Group on the day after I asked if he was "aware of an incident at 100 Duffy where employees were receiving envelop[e]s for salvage work?" His response to me at that moment was "Yea, I heard that." To which I replied that "I told the vendor that if our management is aware of this, I am sure an investigation is under way to identify what happened, and when it happened, and will connect all the dots. This

⁵ There were numerous emails exchanged between March 15, 2017, and April 3, 2017, pertaining to the work done at 100 Duffy.

⁶ I note neither Bermeo, nor Fernandez were copied on this email.

⁷ Neither Bermeo, nor Fernandez were copied on the second email to COO Wann.

is the first I heard about this, and I don't know who is involved. Either as a recipient of an envelope or in the taking of copper." This was on last Monday. On Tuesday he gave the envelope to the Martin Group who didn't know what to do with it. According to what he told the Martin Group, [Curran] apparently received the envelope for "the removal of an abandoned solid copper cold water pipe on the 3rd floor of 100 Duffy. Which was done at night without the Martin Group knowing."

If you want to confirm this and verify who was directly involved, you might wish to review the building security videos of all afterhours work at 100 Duffy between 9/27/2016 and 11/01/16.

Id.

On the afternoon of April 6, 2017, COO Wann responded to Schaefer's email stating "you are not tasked or trained as an investigator[.] [P]lease stand down." *Id.*

All the while, an internal audit of the CRES department was in progress.⁸ On May 1, 2017, an initial draft of the 2017 Internal Audit Report ("Draft Audit") was provided to Respondent's upper management. The Draft Audit identified four areas in which the CRES department was deficient and posed a high risk to the overall functioning of the bank. Compl. Opp., Exh. 11. The Draft Audit named the individuals responsible for the deficient functions. The list included Complainants, Mr. Curran and two other bank employees. The Draft Audit was reviewed by COO Wann and he made the decision to terminate Schaefer, Bermeo and Mr. Curran on May 3, 2017. The finalized audit report was published on June 16, 2017, and rated the CRES department as "Unsatisfactory." Compl. Opp., Exh. 31.

On December 8, 2017, Fernandez was terminated from his employment with Respondent because his position had been eliminated.

II. STANDARD OF REVIEW

Summary decision may be granted for any party if the pleadings, affidavits, materials obtained by discovery or otherwise, or matters officially noticed, show that there is no genuine issue as to any material fact, and the moving party is entitled to judgment as a matter of law. 29 C.F.R. § 18.40(d); FED. R. CIV. P. 56(c). A judge's role in deciding a motion for summary decision is not to weigh conflicting evidence or make credibility determinations, but only to assess whether there is a genuine issue for trial by viewing the record "in the light most favorable" to the non-moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1985)).

⁸ The internal audit commenced on February 28, 2017.

The mere existence of some disputed facts is insufficient to defeat a motion for summary decision. *Anderson*, 477 U.S. at 247-48. A motion for summary decision will only be denied when there is a genuine issue of material fact. A fact is material if proof of that fact would establish or refute one of the essential elements of a cause of action or a defense asserted by the parties. *Matsushita Elec. Indus. Co. Ltd. v. Zenith*, 475 U.S. 574, 585-88 (1986). The fact must necessarily affect application of appropriate principles of law to the rights and obligations of the parties. *Id.* If reasonable doubt remains as to the facts, the motion must be denied. *Anderson*, 477 U.S. at 247-52.

Initially, the party moving for summary decision bears the burden of showing that there are no genuine issues of material fact. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). This burden may be discharged by demonstrating that the non-movant cannot make a showing sufficient to establish an essential element of the case. *Id.* at 325. Thereafter, the burden shifts to the non-movant who must “set forth specific facts showing that there is a genuine issue of fact for the hearing.” *See* 29 C.F.R. § 18.40(c). In determining whether there is a genuine issue of fact for the hearing, the judge shall view “all the evidence and factual inferences in the light most favorable” to the non-movant. *See Adickes v. Kress & Co.*, 398 U.S. 144, 158-59 (1969). If there are no genuine issues of material fact, then the moving party is entitled to judgment as a matter of law. *See Dawkins v. Shell Chemical, LP*, 2005-SOX-41, slip op. at 2 (ALJ May 16, 2005).

III. DISCUSSION

SOX protects employees from retaliation for engaging in protected activity which is:

any lawful act done by the employee to provide information, cause information to be provided, or otherwise assist in an investigation regarding any conduct which the employee reasonably believes constitutes a violation of section 1341 [mail fraud], 1343 [wire fraud], 1344 [bank fraud], or 1348 [securities fraud], any rule or regulation of the Securities and Exchange Commission, or any provision of Federal law relating to fraud against shareholders.

18 U.S.C. § 1514A(a). Put differently, an employee has to provide information or assist in an investigation that he reasonably believes relates to one or more of the six categories of laws and regulations: four specific types of fraud, a federal offense that relates to fraud against shareholders, or a rule or regulation of the Securities and Exchange Commission.

In the context of SOX, the Second Circuit has identified four elements required to make a *prima facie* case:

[A]n employee must prove by a preponderance of the evidence that (1) [he] engaged in protected activity; (2) the employer knew that [he] engaged in the protected activity; (3) [he] suffered an unfavorable personnel action; and (4) the protected activity was a contributing factor in the unfavorable action.

Bechtel v. Admin. Rev. Bd., 710 F.3d 443, 447-48 (2d Cir. 2013) (quoting *Harp v. Charter Commc'ns, Inc.*, 558 F.3d 722, 723 (7th Cir. 2009)) (internal quotation marks omitted). “At the summary [decision] stage, a [complainant] need only demonstrate that a rational factfinder could determine that [complainant] has made his prima facie case.” *Leshinsky v. Telvent GIT, S.A.*, 942 F. Supp. 2d 432, 441 (S.D.N.Y. 2013).

If a plaintiff successfully makes out a *prima facie* case, the burden shifts to the defendant, which must demonstrate that “when, construing all of the facts in the employee’s favor, there is no genuine dispute that the record *clearly and convincingly* demonstrates that the adverse action would have been taken in the absence of the protected behavior.” *Leshinsky*, 942 F. Supp. 2d at 441 (emphasis in original). A respondent’s “burden . . . is notably more than under other federal employee protection statutes, thereby making summary judgment against plaintiffs in [SOX] retaliation cases a more difficult proposition.” *Id.*

Respondent makes three main arguments: (1) Complainants did not engage in protected activity, because “[t]heft is not an enumerated statute under SOX” and they “had no objective or subjective belief that any violation of the enumerated statutes occurred”; (2) even if Complainants engaged in protected activity, they cannot show that the protected activity was a “contributing factor” to their termination; and (3) Complainants’ employment would have been terminated even in the absence of the protected activity. *See generally* Resp’t Mot. I will address each argument in turn.

A. Protected Activity

Where the alleged protected activity “involves providing information to one’s employer, the complainant need only show” a reasonable belief that the alleged activity violates 18 U.S.C. §§ 1341, 1343, 1344, or 1348, any SEC rule, or any Federal law relating to fraud against shareholders. *Sylvester v. Parexel International LLC*, ARB No. 07-123 at 14 (ARB May 25, 2011); *see* 18 U.S.C. § 1514A(a).

A complainant’s reasonable belief must be evaluated under both subjective and objective standards. Thus, the complainant must (1) actually believe the employer was in violation of the relevant laws or regulations, and (2) the belief must be reasonable. *Melendez v. Exxon Chemicals Americas*, Case No. 1993-ERA-6 (ARB July 14, 2000). The subjective component of the “reasonable belief” standard is satisfied where the employee actually believed that the conduct she complained of was unlawful. *Harp v. Charter Communs., Inc.*, 558 F.3d 722, 723 (7th Cir. 2009). The objective component “is evaluated based on the knowledge available to a reasonable person in the same factual circumstances with the same training and experience as the aggrieved employee”. *Allen v. Admin. Rev. Bd.*, 514 F.3d 468, 477 (5th Cir. 2008).

In this case, Complainants argue that they had both a subjective and an objective belief that Respondent violated the bank fraud statute. *See* 18 U.S.C. § 1344. Compl. Opp. at 21.

Specifically, they allege they engaged in protected activity under SOX when Schaefer emailed COO Wann on April 3, 2017, and April 6, 2017. *See id.*, Exh. 1 at 199.

The bank fraud statute prohibits a person from:

knowingly execut[ing], or attempt[ing] to execute, a scheme or artifice-

(1) to defraud a financial institution; or

(2) to obtain any of the moneys, funds, credits, assets, securities, or *other property owned by, or under the custody or control of, a financial institution*, by means of false or fraudulent pretenses, representations, or promises.

18 U.S.C. § 1344 (emphasis added).

From my review of case law it appears that Complainants are proffering a novel interpretation of the bank fraud statute. *Cf. Shaw v. United States*, 137 S. Ct. 462 (2016); *Riddle v. First Tenn. Bank*, 497 Fed. Appx. 588 (6th Cir. 2012). However, I need not decide this on summary decision. Complainants need only show that a genuine dispute exists as to the objective reasonableness of their belief that a violation of the bank fraud statute occurred.

Complainants' allegation of protected activity proceeds in three stages. First, Complainants opine that the copper wiring removed from 100 Duffy constitutes "other property" under section 1344. Second, the copper wiring was removed from 100 Duffy "by means of false or fraudulent . . . representations" because it was not specifically authorized and it caused significant damage. Finally, unidentified bank employees and/or vendors profited from this unauthorized removal as evidenced by the surreptitious exchange of cash envelopes. As a result, Respondent was deprived of the funds generated from the sale of the scrap copper wire and Respondent incurred the additional cost of repairing the damage when the scrap copper was removed. According to Complainants, this amounts to a violation of the bank fraud statute.

Taken together, a rational factfinder could conclude that it was objectively reasonable for Complainants to believe the above-described events constituted a scheme to obtain property owned by Respondent by means of false or fraudulent representations. Further, even assuming bank fraud did not occur, "an employee's communication is protected where based on a reasonable, *but mistaken*, belief that the employer's conduct constitutes a violation of one of the six enumerated categories of law." *Sylvester*, ARB No. 07-123 at 16 (emphasis added). Nonetheless, this inquiry would require me to engage in impermissible weighing of the evidence and make credibility determinations.

As for Complainants' subjective belief, Respondent argues they could not have possessed a subjective belief that a violation of the bank fraud statute occurred because they repeatedly classified the alleged wrongdoing as theft. This argument fails to account for the entirety of Complainants' allegations. In the emails to COO Wann, Schaefer reported that "someone

allowed a vendor access to [the LAN room] to salvage copper wiring from the room [in exchange] for cash” resulting in extensive damage. It is not a stretch of reasoning to conclude that this theft of the copper wire and subsequent exchange of money defrauded the bank.

Accordingly, I find a genuine issue of material fact exists as to the objective and subjective reasonableness of Complainants’ belief and Respondent’s *Motion for Summary Decision* on this issue is **DENIED**.

1. Respondent’s Knowledge of the Protected Activity

Next, Respondent argues it did not have knowledge of Bermeo and Fernandez’s involvement in the alleged protected activity, because neither directly reported their concerns to COO Wann or any other supervisor. Resp’t. Mot. at 19-20. Respondent points to the emails Schaefer sent to COO Wann, which Bermeo and Fernandez are neither copied on, nor referenced in, as evidence of their lack of knowledge.

To state a SOX claim, complainants must show that “the employer knew, actually or constructively, of the protected activity.” *Reamer v. Ford Motor Co.*, ALJ Case No. 2009-SOX-00003, at *3 (ALJ Jan. 13, 2009). Although Bermeo and Fernandez were not included or referenced in Schaefer’s April 2017 emails, Complainants aver COO Wann was aware of Bermeo’s and Fernandez’s involvement. For example, Schaefer testified at his deposition that he told COO Wann about Bermeo and Fernandez’s involvement and their knowledge about the issues alleged in his emails. Compl. Opp. Exh. 1 at 150. Further, Bermeo and Fernandez allege they acted in concert with Schaefer in bringing to light the alleged wrongdoing at 100 Duffy. Based on this information, a rational factfinder could conclude COO Wann has constructive knowledge of their involvement. Therefore, I find a genuine issue of material facts exists as to whether Respondent had knowledge of Bermeo and Fernandez’s involvement in the alleged protected activity.

Accordingly, Respondent’s *Motion for Summary Decision* on the issue of protected activity is **DENIED**.

B. Adverse Action

Respondent does not dispute Complainants’ termination from employment constitutes adverse action. Further, they do not dispute and I find that the complaints of Schaefer and Bermeo are timely. Respondent contends, however, that Fernandez failed to allege an actionable blacklisting claim, and thus, no adverse action was taken against him. I will address the claim by Fernandez.

Under SOX, an adverse action is defined as “any unfavorable employment action that is more than trivial, either as a single event or in combination with other deliberate employer actions.” *Lewis v. Walt Disney World*, ARB Case No. 10-106, 2012 DOL Ad. Rev. Bd. LEXIS 12, at *1 (ARB Jan. 27, 2012).

Fernandez does not contend the adverse action taken against him was his termination. Instead, he alleges his complaint is timely based on the claim of blacklisting. Compl. Opp. at 37. “Blacklisting occurs when an individual or a group of individuals acting in concert disseminates damaging information that affirmatively prevents another person from finding employment.” *Barlow v. United States*, 51 Fed. Cl. 380, 395 (Fed. Cl. 2002) (quotation omitted). “To prove blacklisting, a complainant must show evidence that a specific act of blacklisting occurred. Subjective feelings on the part of a complainant toward an employer’s action are insufficient to establish that any actual blacklisting took place.” *Pittman v. Siemens AG*, 2007 DOL SOX LEXIS 56, at *10 (ALJ July 26, 2007) (internal citation omitted).

Fernandez failed to present any evidence supporting his claim of blacklisting. The record is lacking any specific action taken by Respondent to effectuate the purported blacklisting of Fernandez. Instead, Fernandez cites to a question asked of him during an interview with a prospective employer. Fernandez testified at his deposition that during his final interview with Structural Preservation, the interviewer asked him “Are you sure you were not let go from New York Community Bank for being an incompetent manager?” Compl. Opp., Exh. 3 at 106. From this Fernandez infers, “[i]t is self-evident that this question is neither a typical interview question, nor is it a question the prospective employer would have stated based on any information provided by [Fernandez] or any other information source.” Compl. Opp. at 37. When asked how he knew Respondent spoke with the prospective employer, Fernandez repeatedly stated “they had to have.” Compl. Opp., Exh. 3 at 118. Fernandez fails to cite to any evidence showing the interviewer had any contact with Respondent. He has established only his “subjective feelings” that Respondent “had to have” disseminated damaging information to the prospective employer. Even viewing the evidence in the light most favorable to Fernandez, without more, he has failed to allege sufficient facts showing Respondent engaged in a specific act of blacklisting.

Accordingly, Respondent’s *Motion for Summary Decision* with respect to Fernandez’s blacklisting claim is **GRANTED** and Fernandez’s complaint is **DISMISSED**.

C. Protected Activity a Contributing Factor in the Adverse Action

Respondent next argues that “[t]he record demonstrates that [COO] Wann was not influenced to terminate Complainants as a result of Schaefer’s emails.” Resp’t Mot. at 22. Respondent explains that COO Wann’s decision to terminate Schaefer and Bermeo was based entirely on “the initial report of findings by [the Draft Audit] and his recollection of both Schaefer and Bermeo’s performance records, not any concerns they alleged were raised by Schaefer.” *Id.* However, the following exchange occurred during COO Wann’s deposition:

Question: Do you remember why you fired [Schaefer]?

Answer: There’s two major reasons coming down to that point. He did not carry out his task to be the budget coordinator. . . . That was information provided by

the audit. The second [reason was the] tenor of Gene Schaefer. Mr. Schaefer continue [sic] to play the detective work and he's not [an] expert.”

Compl. Opp., Exh. 5 at 44-45. By COO Wann's own admission, Schaefer's emails about the 100 Duffy project played a role in his decision to terminate Schaefer's employment. Additionally, the temporal proximity between Complainants' alleged protected activities on April 3 and 6, 2017, and Schaefer and Bermeo's termination approximately one month later on May 3, 2017, creates a genuine issue of material fact about whether Complainants' protected activity contributed to their termination. *See Clark County Sch. Dist. v. Breeden*, 532 U.S. 268, 273 (2001) (holding the temporal proximity must be “very close”); *Farley v. Nationwide Mut. Ins. Co.*, 197 F.3d 1322, 1337 (11th Cir. 1999) (“[A] plaintiff satisfies this element if he provides sufficient evidence that the decision-maker became aware of the protected conduct, and that there was close temporal proximity between this awareness and the adverse employment action”).

Further still, Bermeo and Schaefer each received positive job performance evaluations in the years preceding their termination, meeting or exceeding Respondent's expectations. *See* Compl. Opp., Exh. 19; Exh. 24. While Respondent maintains the alleged protected activity was not part of the termination decision, I find evaluating these conflicting accounts would require weighing the evidence and making credibility determinations.

Accordingly, Respondent's *Motion for Summary Decision* with respect to the contributing factor prong is **DENIED**.

D. Affirmative Defense

Finally, Respondent argues “[e]ven assuming Bermeo and Schaefer each met his burden to establish a *prima facie* case[,] . . . [Respondent] has offered clear and convincing evidence that it “would have taken the same adverse action in the absence of the complainant's protected activity.” Resp't Mot. at 24 (citing 29 C.F.R. § 1980.104(c)).

The record before me leaves little doubt that the Draft Audit played a significant role in the terminations of Schaefer and Bermeo. However, Respondent fails to explain how this fact alone shows it would have made the same decision to terminate absent the protected activity. Instead, Respondent summarily stated it “has demonstrated through clear and convincing evidence that the termination decisions had nothing to do with Schaefer's allegations and Bermeo's purported uncommunicated belief.” *Id.* at 25. As stated above, COO Wann's testimony that both the events relating to 100 Duffy *and* the findings in the Draft Audit supported his decision disputes that assertion. Weighing the evidence and credibility determinations are necessary to resolve this question.

Accordingly, Respondent's *Motion for Summary Decision* as to their affirmative defense is **DENIED**.

IV. ORDER

Based on the foregoing, Respondent's *Motion for Summary Decision* is **DENIED** with respect to Complainants Schaefer and Bermeo and **GRANTED** with respect to Complainant Fernandez. Therefore, Complainant Fernandez's complaint is **DISMISSED**.

SO ORDERED.

TIMOTHY J. McGRATH
Administrative Law Judge

Boston, Massachusetts