IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

SCOTT MacTAGGERT, on behalf of the Extreme Engineering Solutions, Inc. Employee Stock Ownership Plan, and on behalf of a class of all other persons similarly situated Plaintiff, v. PROFESSIONAL FIDUCIARY SERVICES, LLC; JOHN MICHAEL MAIER; ROBERT S. SCIDMORE; and BRET FARNUM, Defendants.	Case No. 22-cv-371

REPLY IN FURTHER SUPPORT OF ROBERT S. SCIDMORE AND BRET FARNUM'S MOTION TO DISMISS FOR LACK OF STANDING AND FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Rules

INTRODUCTION

The Seventh Circuit predicted that its decision in *Allen v. GreatBanc* would not lead to a "flood of prohibited-transaction litigation" because "[r]ational plans will sue only when (taking Rule 11 constraints into account, among others) there is a reason to do so. If an ESOP transaction is successful, employees who have invested in the ESOP will not have any motive to bring an ERISA lawsuit over the exchange of stock between the company and the Plan." 835 F.3d 670, 677 (7th Cir. 2016).

And yet, here we are. By any account, the Extreme Engineering ESOP has been tremendously successful, with the value of its assets increasing tens of millions of dollars each year since its inception. Dkt. 22 at 14. Plaintiff cannot—and does not—point to any actual financial harm suggesting he has standing to sue or that he is entitled to relief. Rather, he insists that merely reciting the elements of prohibited transaction and breach of fiduciary duty claims "should end the inquiry." Opp. at 10. In other words, Plaintiff has done what the Seventh Circuit assumed Rule 11 and economic rationality would prevent. Alleging no facts other than that an ESOP transaction occurred, Plaintiff believes he can "unlock the doors of discovery," *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009), simply by listing allegations from other ESOP cases and speculating that they might be present here. *See Plutzer v. Bankers Trust Co. of S. Dakota*, Case No. 22-561 (2d Cir., Nov. 21, 2022), at *6 ("Plutzer provides only a generic list of potential valuation errors, failing to specify what errors the company actually committed.").

The Court should not countenance Plaintiff's brazenness. Instead, it should dismiss the Complaint in its entirety because Plaintiff lacks standing to bring this suit[1] or, in the alternative,

[1] As explained in Professional Fiduciary Services' Reply Brief in Support of its Motion to Dismiss, the Complaint should also be dismissed for the additional reason that Plaintiff has failed to state a claim upon which relief can be granted.

the Court should dismiss Count IV against Robert Scidmore and Bret Farnum (the "Selling Shareholders") because Plaintiff has not alleged that they possessed the requisite knowledge for a claim of knowing participation in a prohibited transaction.

ARGUMENT

I. Plaintiff Alleged No Facts Plausibly Suggesting the ESOP Overpaid.

Plaintiff's opposition confirms that, under his view of Article III standing, a complaint alleging the simple fact that an ESOP transaction occurred satisfies the standard for subject matter jurisdiction. *See generally* Dkt. No. 41 ("Opp."). That is not the law. Instead, to survive a challenge to standing under Rule 12(b)(1), "a plaintiff must plead sufficient *factual allegations*, taken as true, that '*plausibly suggest*' each of [a claim's] elements." *Berger v. Nat'l Collegiate Athletic Ass'n*, 843 F.3d 285, 289 (7th Cir. 2016) (emphasis added). "Plausible" means the same thing in this context as it does in assessing whether a litigant has stated a claim upon which relief can be granted. *Silha v. ACT, Inc.*, 807 F.3d 169, 174 (7th Cir. 2015) ("[W]e join many of our sister circuits and hold that when evaluating a facial challenge to subject matter jurisdiction under Rule 12(b)(1), a court should use *Twombly–Iqbal*'s 'plausibility' requirement, which is the same standard used to evaluate facial challenges to claims under Rule 12(b)(6)."); *see also Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (plausibility means "enough to raise a right to relief above the speculative level"). Thus, a court considering whether a complaint meets the standard for pleading subject matter jurisdiction must first discard allegations that are "no more than conclusions," and then determine whether the remaining factual allegations plausibly support subject matter jurisdiction. *Iqbal*, 556 U.S. at 679.

Plaintiff has failed to plausibly allege injury in fact. *See Friends of the Earth, Inc., v. Laidlaw Env't. Servs.*, 528 U.S. 167, 180 (2000). In his opposition, Plaintiff argues at length that the injury he suffered was monetary (and therefore concrete) and to his own account (and therefore particularized). Opp. at 8-9. But Plaintiff skipped the initial step: he did not plead factual allegations plausibly suggesting that an injury *actually* occurred. *Spokeo, Inc. v. Robins*, 578 U.S. 330, 340 (2016) ("[An injury] must actually exist."). Instead, without any factual support, he merely asserts that it did. *See*, *e.g.*, Complaint, Dkt. 1 ¶ 3 ("[Defendants] caused the Plan to buy shares of Extreme Engineering for more than fair market value."); ¶ 4 ("[T]he Plan has been injured."); ¶ 8 ("The ESOP Transaction allowed Selling Shareholders to unload their interests in Extreme Engineering above fair market value."). These are bare legal conclusions, not factual allegations, and the Court should discard them.

The complaints in the ESOP cases that Plaintiff cites where courts found there to be standing illustrate his failure. The plaintiff in *Placht*, for example, alleged that the ESOP paid $66,500,000 for company stock that five years later was worth $8.65 million. *Placht v. Argent Tr. Co.*, No. 21 C 5783, 2022 WL 3226809, at *2 (N.D. Ill. Aug. 10, 2022). The court concluded that, under Seventh Circuit precedent, allegations of post-transaction declines in value suggest an injury in fact. *Id.* at *3 (citing *Allen v. GreatBanc Tr. Co.*, 835 F.3d 670, 680 (7th Cir. 2016)). Similar reasoning applied in *Swain v. Wilmington Trust, N.A.*, where the court observed that the ESOP's market value had decreased 60 percent eleven days after the transaction, No. CV 17-71-RGA-MPT, 2018 WL 934598, at *4 (D. Del. Feb. 16, 2018), and *Innis v. Bankers Trust Co. of South Dakota*, where the stock the ESOP acquired for $37.50 per share dropped to $6.25 per share just one month later. No. 4:16-cv-00650-RGE-SBJ, 2017 WL 4876240, at *5 (S.D. Iowa Oct. 13, 2017).

In *Henry v. Wilmington Trust, N.A*, the plaintiff alleged that the selling shareholders obtained warrants entitling them to appoint members of the company's board of directors after the transaction, No. 19–1925, 2021 WL 4133622 (D. Del. Sept. 10, 2021), a factual allegation that some courts have found supports a plausible inference that a plan may not have acquired the company control it had paid for. *See Brundle v. Wilmington Tr., N.A.*, 919 F.3d 763, 771 (4th Cir. 2019). And in *Neil v. Zell*, the court found that plaintiffs had standing because they alleged the ESOP paid $250 million for stock now worth zero because of the defendant's alleged misconduct. 767 F. Supp. 2d 933, 950–51 (N.D. Ill. 2011). Plaintiffs in these cases alleged more than simply that an ESOP transaction took place. They also alleged facts supporting a plausible inference that the ESOPs overpaid for company stock.

Plaintiff alleges nothing remotely similar here. To the contrary, Plaintiff ironically embraces his "silen[ce] about the ESOP's post-Transaction performance," Opp. at 15 (quoting Dkt. 22 at 13), believing it insulates him from the outcome in *Lee v. Argent Trust* and *Plutzer v. Bankers Trust Co*. In those cases, the courts found that plaintiffs lacked standing because the post-transaction valuations showed the ESOP "realized an immediate equitable benefit," *Lee v. Argent Tr. Co.*, No. 5:19-CV-156-BO, 2019 WL 3729721, at *4 (E.D.N.C. Aug. 7, 2019), or because the plaintiff disavowed the post-transaction valuations' relevance all together. *Plutzer v. Bankers Tr. Co. of S. Dakota*, No. 1:21-CV-3632 (MKV), 2022 WL 596356, at *6 (S.D.N.Y. Feb. 28, 2022); *aff'd* Case No. 22-561, Dkt. 100-1 (2d Cir., Nov. 21, 2022), at *4 ("[E]ven if overpayment may constitute a sufficient injury in fact in the general case, the complaint here does not adequately allege that overpayment occurred.") (cleaned up). Whatever the results, the courts in those cases grappled with the significance of post-transactions valuations to the plaintiffs' allegations of injury in fact. Here, by contrast, by excluding the post-transaction values in a bid to escape that fate, Plaintiff has deprived the Court of the chief ground that other courts have relied on to determine Article III standing. In place of factual allegations of actual injury, Plaintiff asks the Court to take his word that an ERISA violation occurred—and to ignore the publicly available Department of Labor forms suggesting that the ESOP has been a resounding success.

Plaintiff contends that he alleged "more details about how the Plan was made to overpay for Extreme Engineering stock." Opp. at 11. For example, Plaintiff theorizes that the Plan's trustee, Professional Fiduciary Services ("PFS"), incorrectly derived the company's value by comparing it to "companies with different characteristics," *id.* at 11-12, or that PFS engaged in a "routine practice,"[2] "observed by Plaintiff's counsel in numerous ESOP cases," of "failing to apply sound business principles of evaluation and to conduct a prudent investigation and negotiation." *Id*. at 12. But these and other "facts" are not facts at all; they are mere guesswork.[3]

In dismissing it as a "gripe," Opp. at 13 n.4, Plaintiff misses the point of Defendants' criticism of these allegations made on "information and belief." Rule 11 permits allegations upon information and belief only if they will likely have evidentiary support. *See* Fed. R. Civ. P.

[2] Plaintiff contends that, under Federal Rule of Evidence 406, allegations of "routine practice" suffice in establishing that PFS repeated the errors here that it is alleged to have committed in other cases. Opp. at 12. But evidence of an organization's routine practice may be admitted to prove that the organization acted in accordance with that practice on a particular occasion *only* if the practice is invariably regular. *See, e.g.*, *Thompson v. Boggs*, 33 F.3d 847, 854 (7th Cir. 1994) ("[Routine practice means] more than a mere 'tendency' to act in a given manner, but rather, conduct that is 'semi-automatic' in nature . . . making it more probable than not that it would be carried out in *every* instance.") (emphasis added). Plaintiff does not, and cannot, allege that PFS invariably conducted substandard due diligence in ESOP transactions. In any event, the evidence of PFS's "routine practice" is a settlement it entered with the Department of Labor. Opp. at 12. Settlements are not admissions of wrongdoing, and, because the Department's investigation never proceeded to trial, it has never been established that PFS engaged in any misconduct. *See* Dkt. 22 at 17-18.

[3] It is a fact that the "Trustee was appointed by Extreme Engineering," Opp. at 13, but that is true of every transaction forming an ESOP for the simple reason that, before the transaction, the ESOP does not exist, so of course the plan sponsor must appoint someone to represent the plan. In any event, while Plaintiff suggests in his Opposition that this fact is nefarious somehow, *id*. at 13, those allegations appear nowhere in the Complaint. A "complaint may not be amended by briefs in opposition to a motion to dismiss." *Bissessur v. Indiana Univ. Bd. of Trustees*, 581 F.3d 599, 603 (7th Cir. 2009).

11(b)(3) advisory committee's note (1993) ("Tolerance of factual contentions . . . made on information and belief . . . is not a license to [make claims] without any factual basis or justification."). Here, however, Plaintiff offers no reason to believe factual support exists other than his own counsel's experience in other unrelated cases. And despite the information asymmetry Plaintiff bemoans between ESOP plaintiffs and defendants, Opp. at 13 n.4, other ESOP plaintiffs have managed to plead sufficient factual allegations plausibly suggesting injury in fact. The trouble for Plaintiff is that those other plaintiffs alleged facts that he did not plead here because he cannot.

Plaintiff says pointing out his failure to adequately allege an injury in fact "wastes the Court's time in light of *Allen*." Opp. at 15. But the question in *Allen* was whether plaintiffs had sufficiently pleaded a prohibited transaction, not whether they had pleaded sufficient factual allegations to establish standing. While the same "plausibility" standard applies, constitutional standing and whether a statutory violation claim has been stated are separate inquiries. *See, e.g.*, *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190, 2205 (2021) ("[U]nder Article III, an injury in law [i.e., a statutory violation] is not an injury in fact," and "[o]nly those plaintiffs who have been concretely harmed by a defendant's statutory violation may sue that private defendant over that violation in federal court."); *Thole v. U.S. Bank N.A.*, 140 S. Ct. 1615, 1619 (2020) (no "concrete" harm because even if plaintiffs "were to win . . . they would still receive the exact same monthly benefits that they were already slated to receive . . ."). Thus, the Seventh Circuit's holding that the plaintiff in *Allen* had pleaded facts establishing a *statutory* violation does not rescue Plaintiff here from failing to do the same with respect to *constitutional* standing.

The lessons the Court can draw from *Allen* illustrate Plaintiff's failure. There, the court noted that the plaintiff—represented by the same counsel as Plaintiff here—"alleged that the stock value dropped dramatically after the sale (implying that the sale price was inflated), that the loan came from the employer-seller rather than from an outside entity (indicating that outside funding was not available), and that the interest rate was uncommonly high (implying that the sale was risky, or that the shareholders executed the deal in order to siphon money from the Plan to themselves)." 835 F.3d at 678. The court held that "[t]hese facts support an inference that GreatBanc breached its fiduciary duty, either by failing to conduct an adequate inquiry into the proper valuation of the shares or by intentionally facilitating an improper transaction." *Id.* at 678-79.

Crucially, the court there could draw these inferences because the plaintiff spelled them out in the complaint. *See* Compl., *Allen v. GreatBanc Tr. Co.*, No. 1:15-cv-3053 (N.D. Ill. Apr. 7, 2015), ECF No. 1, ¶ 30 ("Given the precipitous decline in the value of Personal-Touch stock, it is implausible that GreatBanc adequately and diligently reviewed or analyzed Personal-Touch's earning statements."); ¶ 20 ("GreatBanc resorted to seller-financing because it was presumably unable to arrange bank financing for the ESOP Transaction."); *id.* ("The 2010 ESOP Transaction's interest rate was significantly more than the customary rate of 4.25%, which was the then-available rate for issuance of debt with similar terms."). As Plaintiff admits, he did not allege that the stock's price declined precipitously after the Transaction. And while the Complaint mentions the fact that the Transaction was seller-financed by a loan with what would appear to be modest 3.15% interest rate, Compl. ¶ 5, Plaintiff leaves it to the Court to guess why those facts are significant.

Finally, Plaintiff warns the Court that it cannot consider the valuations reported in the ESOP's post-Transaction Forms 5500 because they are outside the pleadings, and in any event the Court cannot rely on them because there is no guarantee they are accurate. Opp. at 16 & n.7

(citing *Allen*, 835 F.3d at 679). But the Court can take notice of records like the Forms 5500 that are publicly filed with the U.S. Department of Labor and available on the agency's website. *Olson v. Champaign County, Ill.*, 784 F.3d 1093, 1097 n.1 (7th Cir. 2015). While the Court perhaps cannot take as proven fact the precise value of the ESOP's assets the Forms 5500 reported, it can certainly observe—in the absence of any reason to believe otherwise—that they reported that the stock value has consistently increased. The *Allen* court certainly did not say that courts could not draw any plausible inferences from the values reported in Forms 5500—after all, that is exactly what the court in *Allen* did.[4] Indeed, that is precisely what plaintiffs (including those represented by Plaintiff's counsel) have asked courts to do in practically every ESOP case—except this one.

Ultimately, Plaintiff's invocation of "voodoo economics," Opp. at 19, is a distraction. Plaintiff is correct that "fair market value is to be determined as of the date of the transaction." Opp. at 17 (quoting *Montgomery v. Aetna Plywood, Inc.*, 39 F. Supp. 2d 915, 937 (N.D. Ill. 1998)). But that matters only if the Court were ever to reach the merits of the transaction. To clear the initial constitutional hurdle, though, Plaintiff must give the Court *some reason* to believe he has been harmed—and courts considering standing in the context of ESOP transactions typically consider post-transaction stock prices. Yet Plaintiff is silent on this subject—and sensibly so, as they show that the value of the ESOP's assets has skyrocketed. Without pointing to some fact other than that an ESOP transaction occurred—whether post-

---

[4] *Allen*'s caution against assuming the accuracy of ESOP valuations was in response to the defendant's invocation of the Supreme Court's holding in *Dudenhoeffer* that "allegations that a fiduciary should have recognized from publicly available information alone that the market was over- or undervaluing the stock are implausible as a general rule, at least in the absence of special circumstances." *Allen*, 835 F.3d at 674 (quoting *Fifth Third Bancorp v. Dudenhoeffer*, 573 U.S. 409, 426 (2014)). *Dudenhoeffer*'s "special circumstances" rule does not apply when there is no public market. *Allen*, 825 F.3d at 679.

transaction declines in value, or an immediate collapse in the company's fortunes, or a subsequent sale to a third-party buyer for a substantially lower price—Plaintiff has offered the Court no basis from which it could plausibly infer that the ESOP overpaid to acquire Extreme Engineering stock. Thus, he has not pleaded sufficient factual allegations plausibly suggesting that he has suffered an injury in fact, and he therefore lacks standing to bring this suit.

II. Plaintiff Alleged No Facts Suggesting the Selling Shareholders Knew the Transaction Was Unlawful.

Plaintiff contends that alleging only that the Selling Shareholders knew or should have known that they were parties in interest because of their roles as company executives, that they transacted with PFS, and that they sold stock to the ESOP is enough to establish their knowing participation in the alleged prohibited transaction. Opp. at 21-22. That is not the law. Instead, non-fiduciary defendants such as the Selling Shareholders must also know "the circumstances that rendered the transaction unlawful," *Harris Trust & Savings Bank v. Salomon Smith Barney*, 530 U.S. 238, 251 (2000)—in other words, that it violated ERISA. The cases Plaintiff cites for support do not say otherwise.

In *Neil*, the question was what knowledge an ESOP's trustee—that is, *a plan fiduciary*—needed such that it knew or should have known that it was engaging in a prohibited transaction under ERISA section 406(a)(1)(E). 753 F. Supp. 2d at 731. The trustee argued that it did not know that ERISA prohibited the transaction in which it had engaged. Pointing to the distinction drawn in *Harris*, the plaintiffs "respond[ed] that they need show only that [the trustee] knew the details of the transaction, not that [it] knew the transaction's legal status or had a subjective intent to engage in a prohibited transaction." *Id*. at 731. In *Harris*, the Supreme Court had held that a non-fiduciary transferee—rather than a fiduciary transferor like the trustee—must be shown "to have had actual or constructive knowledge of the circumstances that rendered the transaction unlawful." *Harris*, 530 U.S. at 251. Reasoning that the standard for establishing liability for a fiduciary had to be lower than for a non-fiduciary, the court in *Neil* concluded that it was sufficient to show that the trustee "had actual or constructive knowledge of the deal's details," and not that it knew the transaction to be unlawful. *Neil*, 753 F. Supp. 2d at 731. Thus, Plaintiffs have misread *Neil*. To the extent it is instructive about the knowledge requirement for *non-fiduciary* transferees such as Selling Shareholders, *Neil* suggests that they must know more than just the deal's details.

The transaction in *Godfrey* resulted in company executives buying back the ESOP's interest in the company. *Godfrey v. GreatBanc Tr. Co.*, No. 18 C 7918, 2019 WL 4735422, at *1 (N.D. Ill. Sept. 26, 2019). In that case, the executives allegedly presented the trustee an offer proposing a transaction price of $187 a share, representing a roughly 20 percent premium on the stock's most recent valuation. *Id.* at *1. Importantly, the amended complaint alleged that the executives knew that, when the parties agreed to the transaction price, the trustee had not "obtain[ed] an independent, updated valuation" of the stock's value. Instead, according to the amended complaint, the trustee simply assumed the transaction price was fair "because it was significantly more than the $153 price from the 2016 valuation report." *Id*. at *5. Thus, the Court found that the plaintiffs had adequately alleged that the executives knew not only that a transaction had happened, but that the transaction was unlawful. *Id*. at *8 (defendants knew that the trustee accepted the price "without first obtaining an independent valuation, *which was a breach of fiduciary duty under section 404 of ERISA*") (emphasis added).

In *Placht*, the court held that the plaintiff had adequately alleged that the sellers knew or should have known that the ESOP transaction was unlawful because they also knew the company's stock was overvalued. 2022 WL 3226809, at *13. As discussed above, though, the plaintiff had alleged that the stock was overvalued because the ESOP paid $66,500,000 for it but it was later revalued at $8.65 million. *Id*. at *2. With this predicate established, it was reasonable for the court to infer that company executives knew or should have known that the "projections, company valuations, and other information" they provided did not support the transaction valuation. *Id*. at *13.

Here, Plaintiff does not allege the Selling Shareholders are fiduciaries who knowingly engaged in a prohibited transaction merely by participating in the deal, as in *Neil*. He does not allege that the Selling Shareholders knew or should have known that PFS breached its fiduciary duty by agreeing to a transaction price without first seeking the opinion of an independent appraiser, as in *Godfrey*. And he has not alleged adequate facts plausibly suggesting that the value of the ESOP's assets sharply declined after the transaction such that the company's executives can be assumed to know the ESOP overpaid, as in *Placht*.[5] While mere knowledge of the elements of a prohibited transaction might be sufficient for a claim against a fiduciary who caused such a transaction, it is not enough for a knowing participation claim against non-fiduciaries like the Selling Shareholders. *See, e.g.*, *Del Castillo v. Cmty. Child Care Council of*

[5] Plaintiff contends in his Opposition that the Selling Shareholders knew "the true value of the company." Opp. at 25. Count IV would be far more compelling if that were so, and if the true value were lower than what the ESOP paid. But this allegation does not appear in the Complaint. Plaintiff alleges that the Selling Shareholders knew or should have known just five facts: (1) the existence of the Plan; (2) the Plan's acquisition of company stock; (3) the trustee's identity; (4) their own employment; and (5) that a prohibited transaction occurred. Compl. ¶ 96. None of these facts suggests that the Selling Shareholders also knew the company's "true value." Moreover, even savvy business people like the Selling Shareholders are still laypeople when it comes to the esoteric world of business valuation. That is why the business valuation profession exists. *See Yamagata v. United States*, 114 Fed. Cl. 159, 181 (2014) ("[T]he valuation of a closely held company is an inexact science (some might say an art).") (Fed. Cir. 2015); *Cont'l Water Co. v. United States*, No. 125-78, 1982 WL 11255, at *14 (Ct. Cl. Apr. 2, 1982) (recognizing that valuation "is at best an inexact science or highly imprecise art, and there are as many approaches to valuation as there are valuation experts").

Santa Clara Cty., *Inc.*, No. 17-CV-07243-BLF, 2019 WL 6841222, at *6 (N.D. Cal. Dec. 16, 2019) ("[M]ere knowledge that a transaction is (or might be) 'prohibited' under ERISA § 406(a) does not mean that [a defendant] knew or should have known of any wrongdoing."). To hold otherwise would "require a party to watch over the shoulder of their counterparts to insure that they perform adequate investigation and to be a guarantor that the transaction proceeds for fair market value." *Chesemore v. All. Holdings, Inc.*, 886 F. Supp. 2d 1007, 1059 (W.D. Wis. 2012) ("Requiring this type of interference would hinder the ability of ESOPs to enter arms-length transactions and invite more of the type of interference that caused the difficulties in this transaction."). Count IV against the Selling Shareholders must thus be dismissed because Plaintiff has not alleged facts allowing the Court to draw the reasonable inference that the Selling Shareholders knowingly participated in an unlawful transaction.

CONCLUSION

For these reasons, and for the reasons set forth in Defendants' Brief in Support of Their Motion to Dismiss (Dkt. 22), the Complaint should be dismissed in full, or, alternatively, Count IV against Robert S. Scidmore and Bret Farnum should be dismissed.

Dated: November 21, 2022

/s/ Lars C. Golumbic
Lars C. Golumbic, admitted *pro hac vice*
Sarah M. Adams, admitted *pro hac vice*
Ross P. McSweeney, admitted *pro hac vice*
GROOM LAW GROUP, CHARTERED
1701 Pennsylvania Ave., N.W.
Washington, D.C., 20006
(T) 202-861-6615
(F) 202-659-4503
lgolumbic@groom.com
sadams@groom.com
rmcsweeney@groom.com

Kendall W. Harrison
GODFREY & KAHN S.C.
One East Main Street
Suite 500
P.O. Box 2719
Madison, WI 53701-2719
(T) 608-257-3911x2627
(F) 608-257-0609
kharrison@gklaw.com