STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

VICTORIA MARONE

Plaintiff,

v. Case No. 13-CV-004154

MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT,

Defendant,

AMERICAN FEDERATION OF TEACHERS, LOCAL 212, WFT, AFL-CIO,

Proposed Intervenor-Defendant.

PLAINTIFF'S BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

Does the law matter anymore? Is a public entity free to violate the law when it perceives that it is in its best interests to do so? May a technical college and its union simply ignore the law and public policy of the State of Wisconsin, as promulgated by the legislature, because they collectively decide to do so by contract? These are the important issues presented in this dispute.

In 2011 the Wisconsin Legislature enacted sweeping changes to the statutes that govern collective bargaining between public employers and their employees. These legislative changes were contained in what is typically referred to as "Act 10." Under Act 10, among other things, the legislature amended Wis. Stat. § 111.70, the statute that governs collective bargaining between local government entities like the Milwaukee Area Technical College ("MATC") and the union representing its employees, AFT-Local 212 ("Local 212"). Act 10 prohibits MATC from bargaining collectively with the union with respect to any of the factors or conditions of employment except for total base wages. Wis. Stat. § 111.70(4)(mb).

Nevertheless, in direct and open violation of Act 10, MATC determined in October 2012 to collectively bargain with Local 212 on subjects prohibited by Act 10. In February 2013, in further violation of Act 10, MATC and Local 212 entered into a new labor agreement to take

effect on February 16, 2014. The new labor agreement includes subjects prohibited under Act 10.

Victoria Marone ("Ms. Marone") is employed at MATC as a part-time member of the faculty. Under Act 10, Ms. Marone has the right to negotiate with MATC on her own behalf, but instead MATC has ignored the rights of the individual members of the faculty to negotiate their own arrangements and entered into a new collective bargaining agreement with the union. MATC has violated the law and violated Ms. Marone's rights.

ARGUMENT

Ms. Marone seeks summary judgment declaring that (1) the negotiations between MATC and Local 212 were unlawful; and (2) the February 26, 2013 labor agreement between MATC and Local 212 (the "Labor Agreement") is void on the grounds that the Labor Agreement: (a) is the product of unlawful collective bargaining in violation of Wis. Stat. § 111.70(4)(mb); and (b) is an unlawful agreement in restraint of trade in violation of Wis. Stat. § 133.03(1).

STATEMENT OF UNDISPUTED FACTS

MATC is a technical college that is part of the Wisconsin Technical College System established under Chapter 38 of the Wisconsin Statutes. (Complaint ¶4, Answer ¶4.) MATC has campuses in Milwaukee, Mequon, Oak Creek, and West Allis. (*Id.*) MATC's Milwaukee campus and its administrative offices are located at 700 West State Street, Milwaukee, WI 53233. (*Id.*) Ms. Marone resides in the City of Milwaukee. (Complaint ¶3, Answer ¶3.) Ms. Marone is and has been employed as a part-time teacher at MATC since 1986. (*Id.*)

In 2011, the Wisconsin Legislature changed the statutes that govern collective bargaining between public employers and their employees. These changes included 2011 Act 10 and 2011 Act 32, which repealed and recreated substantial portions of the Wisconsin Statutes modified by Act 10. Act 10 became the law in Wisconsin on June 29, 2011; Act 32 on July 1, 2011.[1] Act 32 and Act 10 (together known as "Act 10"), among other things, amended Wis. Stat. § 111.70, the statute that governs collective bargaining between MATC and the union representing its

[1] The Court may take judicial notice of all of the facts herein related to the passage of Act 10. Wis. Stat. § 902.02(1) ("Every court of this state shall take judicial notice of the . . . statutes of every state."); *see State ex rel. Strykowski v. Wilkie*, 81 Wis. 2d 491, 504, 261 N.W.2d 434, 440-41 (1978). These facts are also admitted in Paragraph 7 of MATC's Answer to the Complaint.

employees.[2] Section 111.70(4)(mb), as amended by Act 10, prohibits MATC from bargaining with any union representing its employees with respect to any of the factors or conditions of employment except for total base wages. Wis. Stat. § 111.70(4)(mb).

Nevertheless, in conspicuous violation of Act 10, MATC decided to bargain with Local 212 and to enter into a new labor agreement with Local 212 effective on February 16, 2014. In that regard, Ms. Marone, through her counsel, sent written discovery to MATC. In response to that discovery, MATC produced its own business records which revealed the following. "In October 2012 the MATC District Board authorized the college's administration to open bargaining with members of Local 212, which represents full- and part-time faculty and paraprofessionals." (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 00028.)[3] At the time of this decision by MATC, Act 10 had been the law of Wisconsin for over a year.

On December 4, 2012, MATC sent a notice to the public that MATC and Local 212 would "reopen their collective bargaining agreements … and reconvene collective bargaining" on December 5, 2012. (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 00025.) The December 4, 2012, notice informed the public that the parties would be exchanging their initial proposals at the December 5th session and would then go into closed session to commence negotiations. (*Id.*)

On February 22, 2013, Pablo Cardona, MATC's Interim Vice President for Human Resources and Labor Relations, sent an email addressed to the administrative employees of MATC stating, "As you probably know, in October 2012 the MATC District Board authorized the college's administration to open up negotiations with members of AFT Local 212, which represents full and part-time faculty and paraprofessionals. As was announced by Local 212 leaders at MATC Day yesterday, the administration and leaders of the three Local 212 bargaining units have reached a tentative labor contract for the term of February 16, 2014

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[2] MATC admits that it is "a local government for purposes of Wis. Stat.§66.0508(1m) and Chapter 111" in Paragraph 26 of its Answer.

[3] MATC produced business records of MATC in discovery and bates-stamped the documents as MATC 00025 through MATC 00232). (Kamenick Aff. ¶3.)

through February 15, 2015." (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 00026.)[4]

On February 26, 2013, the MATC Board approved the Labor Agreement. (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 00112.) MATC passed three virtually identical Resolutions: one referring to the agreement with full-time employees, one referring to the agreement with part-time employees, and one referring to the agreement with paraprofessionals. (Kamenick Aff. ¶6, Ex. C.) As an exemplar, the Resolution relating to the agreement with the bargaining unit for full-time faculty stated as follows:

> **RESOLUTION TO APPROVE LABOR AGREEMENT BETWEEN MATC AND LOCAL 212, WFT, AFL-CIO (FULL-TIME FACULTY) (Resolution BD0015-2-13)**
>
> WHEREAS, the Milwaukee Area Technical College District Board has entered into negotiations with Local 212, WFT, AFL-CIO (hereinafter "Local 212"); and
>
> WHEREAS, the Board representatives have reached a tentative one-year agreement (February 16, 2014- February 15, 2015) with representatives of Local 212; and
>
> WHEREAS, Local 212 (Full-time Faculty) has ratified the tentative labor agreement on February 25, 2013; and
>
> WHEREAS, the Board has reviewed the terms and conditions of said agreement; therefore,
>
> BE IT RESOLVED, that the Milwaukee Area Technical College District Board hereby accepts and approves the agreement reached by MATC and Local 212 (Full-time Faculty) bargaining unit, and authorizes signatures representing the MATC District Board and the Administration on the approved agreement, at which time said agreement shall be incorporated by reference to this resolution.

(Kamenick Aff. ¶6, Ex. C.)

The Labor Agreement has been signed by the parties with some sections dated February 19, 2013, and some dated February 26, 2013. (Kamenick Aff. ¶4, Ex. A; produced by MATC as Document No. MATC 00032-87.)

[4] Because there are three separate bargaining units for full-time faculty, part-time faculty, and paraprofessionals, MATC entered into separate labor agreements with each. The three different agreements are very similar in form and are referred to collectively herein as the "Labor Agreement."

The Labor Agreement covers matters that go far beyond what is permitted by Act 10. (*Id.*) The Labor Agreement included, among others, the following subjects, which are prohibited subjects of bargaining under Wis. Stat. § 111.70(4)(mb):

- The content, costs and contributions for employee health insurance (MATC 00032-38.)
- Pension contributions (MATC 00039, 00062.)
- Faculty requirements relating to "On-line Delivery" of course content (MATC 00040, 00063.)
- Selection of faculty for summer school assignments (MATC 00041.)
- Full-time and Part-time faculty levels (MATC 00042-44.)
- Creation of a "Coaching Committee" for gathering student feedback and peer coaching of faculty (MATC 00045-47, 00065-66.)
- Rules on seniority as it affects assignments and restrictions on teaching overloads (MATC 00048-50.)
- Long-term disability and sick leave benefits (MATC 00051-55.)

Based upon the business records produced by MATC and the facts admitted in MATC's Answer, it is undisputed that MATC collectively bargained with Local 212 and entered into a labor agreement with Local 212 after the passage of, and in deliberate violation of, Act 10.

Because there are no genuine disputes of material fact, and the Plaintiff is entitled to judgment as a matter of law based upon those facts, this Court should enter summary judgment in favor of the Plaintiff pursuant to Wis. Stat. § 802.08.

ARGUMENT

I. THE LABOR AGREEMENT VIOLATES ACT 10

Nothing could be clearer than the Act 10 prohibition on collective bargaining between local governmental entities and public employee unions. Wis. Stat. § 111.70(4)(mb)(1) specifically limits the subject of authorized collective bargaining to wages, and prohibits bargaining with respect to any other factors or conditions of employment:

> A municipal employer is **prohibited from bargaining collectively** with a collective bargaining unit containing a general municipal employee **with respect to . . . any factor or condition of employment except wages,** which includes

> only total base wages and excludes any other compensation, which includes, but is not limited to, overtime, premium pay, merit pay, performance pay, supplemental compensation, pay schedules, and automatic pay progressions. (Emphasis added.)

MATC violated this statute when it bargained collectively with Local 212 on topics other than wages. In October 2012, MATC, in its own words, opened "*bargaining* with members of Local 212, which represents full- and part-time faculty and paraprofessionals." (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 00028 (emphasis added).) On December 4, 2012, MATC sent a notice to the public that MATC and Local 212 would "reopen their *collective bargaining* agreements … and reconvene *collective bargaining*" on December 5, 2012. (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 00025 (emphasis added).) MATC met with Local 212 on December 5, 2012 to exchange initial proposals and then commenced negotiations. (*Id.*) These acts of engaging in collective bargaining were blatantly illegal under Act 10, and Ms. Marone seeks a declaration to that effect.

In addition, the record is clear that the unlawful collective bargaining between MATC and Local 212 led to the Labor Agreement. MATC's own Resolutions (Kamenick Aff. ¶6, Ex. C) acknowledge that fact. The February 26, 2013, MATC Resolutions state: (1) the parties negotiated (*i.e.*, bargained), (2) they came to a tentative agreement, (3) the union ratified the tentative agreement, (4) the MATC Board reviewed the agreement, and (5) per the Resolutions, MATC approved the agreement. (*Id.*)

II. ACT 10 IS CONSTITUTIONAL AND IN FORCE AS TO THE PARTIES TO THIS LITIGATION

Nowhere in its Answer and Affirmative Defenses does MATC plead that Act 10 is unconstitutional, and the litigation to date related to Act 10 establishes that it is constitutional. In January of this year, the United States Court of Appeals for the Seventh Circuit found that Act 10 was constitutional in *Wisconsin Education Association Council v. Walker*, 705 F.3d 640 (7th Cir. 2013), rejecting First Amendment and Equal Protection challenges. Just two weeks ago, the United States District Court for the Western District of Wisconsin found that Act 10 was constitutional in *Laborers Local 236, AFL-CIO, v. Walker*, 2013 WL 4875995 (Sept. 11, 2013), also rejecting First Amendment and Equal Protection challenges. While it is true that in *Madison Teachers Inc v. Walker*, Dane County Case No. 11-CV-3774, the Honorable Juan Colas, Dane

County Circuit Court, held that parts of Act 10 are unconstitutional, that decision by Judge Colas has been appealed and has been certified by the Court of Appeals to the Wisconsin Supreme Court, where it is currently pending. Unlike the federal opinions, the opinion of the Dane County Circuit Court has no precedential value. Furthermore, the precise arguments made by the plaintiffs in *Madison Teachers* were rejected two weeks ago by Judge Conley in *Laborers Local 236*.

III. THE LABOR AGREEMENT IS UNLAWFUL AND VOID

The Labor Agreement approved by MATC on February 26, 2013, was a brazen violation of Act 10 and, as a result, should be declared void by this Court. It has been the law of Wisconsin for over one hundred years that a contract made in violation of the law is void. *Melchoir v. McCarty*, 31 Wis. 252 (1872) ("The general rule of law is, that all contracts which are . . . contrary to the provisions of a statute, are void . . . ."); *Abbot v. Marker*, 2006 WI App 174, ¶6, 295 Wis. 2d 636, 722 N.W. 2d 162 ("A contract is considered illegal when its *formation* or performance is forbidden by civil or criminal statute . . . .") (emphasis added).

This is as true for labor agreements as it is for other contracts. *Bd. of Ed. of Unified Sch. Dist. No. 1 v. WERC*, 52 Wis. 2d 625, 635, 191 N.W.2d 242, 247 (1971) ("A labor contract term that is violative of public policy or a statute is void as a matter of law."); *Glendale Prof'l Policemen's Ass'n v. City of Glendale*, 83 Wis. 2d 90, 106, 264 N.W.2d 594, 602 (1978) ("When an irreconcilable conflict exists [between law and a labor agreement], we have held that the collective bargaining agreement should not be interpreted to authorize a violation of law."). Pursuant to Wis. Stat. § 806.04, Ms. Marone is entitled to a declaration that the Labor Agreement is unlawful and void.

In its Answer filed in this matter, MATC, as a matter of semantics, refers to the Labor Agreement as the "Conditional Successor Agreements." (Answer ¶1.) MATC admits that the Labor Agreement was ratified (Answer ¶1.) but argues throughout its Answer that the Labor Agreement will only take effect if Act 10 is found to be unconstitutional. MATC may point to a two-page document, entitled "Summary of Proposed Labor Agreement," that has a disclaimer at the top stating that "The parties' negotiations and agreements are and have been conditioned on Judge Colas' decision being upheld by Wisconsin appellate courts. If Judge Colas' decision were to be overturned or invalidated, fully or in part, all obligations to bargain or resulting agreements are to be contingent on relevant Wisconsin appellate courts' rulings and applicable law."

(Kamenick Aff. ¶7, Ex. D.) This document was provided to the MATC District Board in connection with its February 26, 2013, approval of the Labor Agreement, but it is separate from the Labor Agreement itself.

This disclaimer is presumably a reference to the Judge Colas decision in *Madison Teachers Inc v. Walker*. Apparently, MATC may attempt to defend its disregard of Act 10 based on this disclaimer. MATC may contend that it did not violate Act 10 because it only "conditionally" bargained with the union.

But any such argument fails for four reasons: (A) Act 10 prohibits all bargaining, there is no exception for "conditional" bargaining; (B) MATC was not a party to the *Madison Teachers* case and cannot rely on that decision for its flouting of Act 10; (C) the disclaimer language appears nowhere in the Labor Agreement; and (D) the Labor Agreement will become effective on February 16, 2014, which is likely prior to the Supreme Court deciding the *Madison Teachers* case.

A. There Is No Exception in Act 10 for "Conditional" Bargaining

Section 111.70(4)(mb)(1) says that a "municipal employer is *prohibited from bargaining collectively* with a collective bargaining unit containing a general municipal employee *with respect to . . . any factor or condition of employment except wages.*" (Emphasis added.) The statute does not allow a public employer such as MATC to collectively bargain with a union on subjects other than base wages on a "conditional" basis. There is no exception in the law for "hedging your bet" in this fashion. The law prohibits collective bargaining on subjects other than base wages and MATC broke that law.

B. MATC Was Not a Party to the *Madison Teachers* Case

MATC cannot rely on the circuit court's opinion in *Madison Teachers* because it was not a party to that case (nor was Local 212). Under Wisconsin law, circuit court decisions are not binding on anyone other than parties to the lawsuit. *Kuhn v. Allstate Ins. Co.*, 181 Wis. 2d 453, 468, 510 N.W.2d 826, 832 (Ct. App. 1993) ("[A] circuit court decision is neither precedent nor authority."); *Raasch v. City of Milwaukee*, 2008 WI App 54, ¶7, 310 Wis. 2d 230, 750 N.W.2d 492 ("[C]ircuit-court opinions . . . are *never* precedential) (emphasis in original); *Marlowe v. IDS Prop. Cas. Ins. Co.,* 2013 WI 29, ¶22, n. 8, 346 Wis. 2d 450, 828 N.W.2d 812 (circuit court's "opinion bound only the parties"). MATC was not a party to the *Madison Teachers* case. Thus,

Act 10 remains the law with respect to MATC and the college does not have the prerogative to ignore it.

C. The Disclaimer Language Appears Nowhere in the Labor Agreement

The Labor Agreement, as signed and dated by the parties (MATC and Local 212), is in the summary judgment record before the Court as Exhibit A to the Kamenick Affidavit. The disclaimer language that appears in the two-page summary document produced by MATC (Kamenick Aff. ¶7, Ex. D), appears nowhere in the actual Labor Agreement itself. The Resolutions adopted by MATC on February 26, 2013, approving the Labor Agreement (Kamenick Aff. ¶6, Ex. C), contain no contingent language and no reference to the disclaimer contained on the two-page summary. The summary is not signed or dated. The only other document that has any contingent language is a document entitled "Proposed Ground Rules 2013 Contract Negotiations MATC and Local 212, AFT-AFL-CIO." (Kamenick Aff. ¶5, Ex. B; produced by MATC as Document No. MATC 000115-116.) But that document is also unsigned and does not appear to be part of the Labor Agreement. Given that the disclaimer language relied upon by MATC is not actually part of the Labor Agreement, it has no relevance to this dispute.

D. The Labor Agreement Will Become Effective on February 16, 2014, Which Will Likely Be Prior to the Wisconsin Supreme Court Deciding the *Madison Teachers* Case

The Labor Agreement will become effective on February 16, 2014. (Complaint, ¶23, Answer, ¶23.) The *Madison Teachers* case is unlikely to be decided by the Wisconsin Supreme Court by that date. At this point the briefing in *Madison Teachers* has been completed but a date has not yet been set for oral argument. The case was originally set for oral argument during the supreme court's October calendar, but on August 8th the case was removed from the calendar because of a scheduling conflict and a new date has not yet been set by the supreme court. (Kamenick Aff. ¶¶8-9, Ex. E) The earliest possible date is now sometime in November, 2013.

How long it will take the Supreme Court to issue a written decision after the oral argument is subject to far too many variables to even guess, but it is highly unlikely, given the status of the case, that a decision would be released before February 16, 2014. Thus, the legality of the MATC Labor Agreement will need to be decided before the result of the *Madison Teachers* case is known. However, this Court does have the benefit of the Seventh Circuit decision in *Wisconsin Education Association Council v. Walker*, 705 F.3d 640 (7th Cir. 2013),

and the Judge Conley decision in *Laborers Local 236, AFL-CIO, v. Walker*, 2013 WL 4875995 (September 11, 2013), both of which establish the constitutionality of Act 10. On February 16, 2014, MATC's fig leaf of "conditionality" will disappear and a labor agreement created through illegal collective bargaining will become effective unless this Court does something about it.

IV. THE LABOR AGREEMENT VIOLATES WIS. STAT. § 133.03

The first Wisconsin antitrust statute was enacted in 1893. Amended several times since then, Chapter 133 of the Wisconsin statutes contains analogues to sections 1 and 2 of the Federal Sherman Act, as well as antitrust rules that are unique to Wisconsin law. Section 133.03 forbids agreements in restraint of trade, as does section 1 of the Sherman Act. It is well-established that these state and federal antitrust statutes serve the same purposes, and federal court interpretations of the Sherman Act are controlling precedent for Wisconsin courts in their interpretation of Section 133.03. *See, e.g., Grams v. Boss*, 97 Wis. 2d 332, 346, 294 N.W.2d 473, 480 (1980) ("We have repeatedly stated that sec. 133.01, Stats., was intended as a reenactment of the first two sections of the federal Sherman Antitrust Act of 1890 . . . and that the question of what acts constitute a combination or conspiracy in restraint of trade is controlled by federal court decisions under the Sherman Act."); *State v. Waste Management, Inc.*, 81 Wis. 2d. 555, 569, 261 N.W.2d 147, 153 (1978) ("[T]he broad variety of anticompetitive practices prohibited by the Sherman Act are illegal under the state act.").

Historically, the U.S. Supreme Court generally held that the organized and concerted activities of employees to bargain as a unit with respect to the terms and conditions of their individual employment violated the Sherman Act as agreements in restraint of trade. *See, e.g., Loewe v. Lawlor*, 208 U.S. 274 (1907). Thus, such activity would also constitute a violation of Section 133.03 Wis. Stats.

In order to permit collective bargaining, Congress passed the Clayton Act, which provided an exception to the antitrust laws for labor organizations. Congress clarified and expanded this exception in the Norris-Laguardia Act of 1932, and subsequent court decisions have clarified the labor exemption by making it clear that it applies to the concerted activities of labor unions to the extent that their activities fall within the core labor market issues that are the subject of authorized collective bargaining. *See, e.g., U.S. v. Hutcheson*, 312 U.S. 219 (1941); *Connell Constr. Co. v. Plumbers & Steamfitters, Local Union No. 100*, 421 U.S. 616 (1975).

However, but for this legislative exemption, collective bargaining would be unlawful as a matter of antitrust law. Collective bargaining by employees has the purpose and effect of eliminating competition among them and, absent the application of statutory labor market exemptions, the conduct of an employer in negotiating with a union would constitute an unlawful restraint of trade and thus violate the antitrust laws. "Among the fundamental principles of federal labor policy is the legal rule that *employees may eliminate competition among themselves* through a governmentally supervised majority vote selecting an exclusive bargaining representative." *Wood v. NBA*, 809 F 2d. 954, 959 (2nd Cir. 1987) (emphasis added). Markets in which employees offer their services to employers are no different from other markets for antitrust purposes. *See, e.g., In re NCAA I-A Walk-on Football Players Litigation*, 398 F. Supp. 2d 1144 (W.D. Wash. 2005); *Law v. NCAA*, 902 F. Supp. 1394 (D. Kan. 1995), aff'd, 134 F.3d 1010 (10th Cir. 1998). Agreements that restrict competition in labor markets are unlawful unless they are clearly related to and necessary to facilitate the authorized collective bargaining activity of legitimate labor unions. *See, e.g., Brown v. Pro Football, Inc.*, 518 U.S. 231 (1996).

Like federal law, Wisconsin antitrust laws create an exemption for the otherwise anticompetitive conduct that occurs in the context of *lawful* labor negotiations. Section 133.09 specifically provides that Chapter 133 shall "be so construed as to permit collective bargaining…by associations of employees." This exception cannot apply, however, to circumstances in which the State of Wisconsin has by statute expressly forbidden certain employers from engaging in collective bargaining. As noted above, Act 10 made it unlawful for MATC to collectively bargain with the union, except for base wages. Their negotiations and the subsequent Labor Agreement are not exempt from Wisconsin antitrust law, and under the well-established principles of antitrust jurisprudence described above they constitute an unlawful agreement in restraint of trade.

Section 133.14 provides that any agreement that "is founded upon, is the result of, grows out of or is connected with" a violation of § 133.03 "shall be void." The Labor Agreement is just such an agreement, and Ms. Marone is entitled to a declaration to that effect.

CONCLUSION

Because the Labor Agreement is unlawful under Act 10 and violates Wis. Stat. 133.03(1), Ms. Marone seeks a declaration that MATC violated Act 10 by engaging in collective bargaining

with Local 212 and that the Labor Agreement is unlawful, invalid, and void under both Act 10 and Wis. Stat. 133.03(1). Pursuant to Wis. Stat. § 133.18, Ms Marone is entitled to recover the costs of this suit, including reasonable attorney fees. Ms. Marone also requests that the Court set a schedule to determine and award attorneys fees

Dated this 16th day of September, 2013.

WISCONSIN INSTITUTE FOR LAW & LIBERTY, Inc.
Attorneys for Plaintiff

Richard M. Esenberg, WI Bar No. 1005622
414-727-6367; rick@will-law.org
Thomas C. Kamenick, WI Bar No. 1063682
414-727-6368; tom@will-law.org
Michael Fischer, WI Bar No. 1002928
414-727-6371; mike@will-law.org
Charles J. Szafir, WI Bar No. 1088577
414-727-6373; cj@will-law.org
Brian W. McGrath, WI Bar No. 1016840
414-727-7412; brian@will-law.org
Wisconsin Institute for Law & Liberty, Inc.
1139 East Knapp Street
Milwaukee, WI 53202
414-727-9455
FAX: 414-727-6385