

# H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Via fax 202-273-4270

November 15, 2012

National Labor Relations Board  
Office of Executive Secretary  
1099 14<sup>th</sup> St., NW S11610  
Washington, DC. 20570  
Attn: Lester A. Heltzer, Executive  
Secretary

Re: River City Fire Equipment dba  
Fire Safe (Employer)  
Exceptions to Regional Directors Report  
On Challenged Ballots to Election in Case No.  
20-RC-85547

Dear Mr. Heltzer:

Pursuant the Board's rules and regulations concerning the filing of Exceptions to the Regional Director's Report on Respondent's Challenged Ballots to the Election under the Rules and Regulations of the National Labor Relations Board (NLRB) under Section 102.69 and 102.67 the Employer submits the following Exceptions and case law to the Regional Director's Report on the Employer's Challenges to the Election with the Road Sprinkler Fitters Local Union No. 669 (Union). (Exhibit 1, See Report on Objections and Challenges by NLRB)

The petition was filed on July 18, 2012 by the Union. (See Exhibit 2) The parties stipulated to an election agreement on July 28, 2012 that an election was to be conducted on August 29, 2012 among the employees of the Employer, in the unit agreed appropriate for the purposes of collective bargaining. (See Exhibit 3) There were only two unit employees in the unit which the Employer challenged Janell Louise Darroch (Janell) as being a supervisor and Jon Lee Mort (Jon) was permanently laid off on July 24, 2012 prior to the election on August 29, 2012 due to the Employer losing a rebid due to a prevailing wage requirement. (See Exhibit 4)

The tally of ballots was served upon the parties at the conclusion of the election, on August 28, 2012 showed that of 2 eligible voter's, there were two challenged ballots of Janell and Jon. The two challenged ballots which were sufficient to affect the results of the election (See Exhibit 5)

Subsequently, the Employer withdrew its objections to the election. (See Exhibit 6)

Thereafter, on September 24, 2012 the Company submitted its statement of position on the two challenged ballots of Janell as being a supervisor and Jon being permanently laid off since the Employer lost the State contract he was hired to fulfill and did not have sufficient work for Jon. (See Exhibit 7)

In fact, the Employer wrote a letter to the Regional Director on August 14, 2012 prior to the Election on August 29, 2012, stating that since the permanent layoff of Jon, the Employer was not going to hire any further employees in the future doing sprinkler fitting work due to the lack of work in the industry and only had enough work for one sprinkler fitter to do minor repairs with his fire extinguisher business. Hence, the Employer only had a one man unit which was inappropriate for collective bargaining and an election. The Regional Director denied this contention by the Employer (See Exhibit 8) The Regional Director denied the Employers motion an Election should not go forward and the NLRB did not have jurisdiction. (See Exhibit 9)

THE EMPLOYER CONTENDS THE REGIONAL DIRECTOR ERRED IN HIS REPORT AND RECOMMENDATIONS REGARDING THE CHALLENGED BALLOTS UNLESS THE EMPLOYER CAN ESTABLISH IT IS CONTRARY TO THE ACT OR ESTABLISHED BOARD POLICY. IN THE INSTANT CASE THE BOARD ERRED FIRST IN OVERRULLING THE EMPLOYER'S CHALLENGES BY STATING THAT A ONE MAN UNIT IS INAPPROPRIATE FOR BARGAINING, SECOND THAT JANELL IS NOT A SUPERVISOR AND THIRD THAT JON WAS NOT ELIBILE TO VOTE SINCE HE WAS PERMANENTLY LAID OFF PRIOR TO THE ELECTION ON AUGUST 29, 2012.

1. THE REGIIONAL DIRECTOR ERRED IN ITS DECISION BY STATING THAT A ONE MAN UNIT IS APPROPRIATE FOR COLLECTIVE BARGAINING AND FOR AN ELECTION.

As you know the above Employer entered into a stipulation for an election with Local 669 with two employees Janell Alice Louise Darroch and Jon Lee Mott on August 29, 2012. Prior to entering the stipulation, the Employer lost a major prevailing wage prison job which Jon Lee Mott was specifically hired for prior to the election.

Due to the loss of the job on approximately July 17, 2012 the Employer had to permanently layoff Mr. Mott on July 24, 2012. The Employer has not hired any other fire sprinkler fitters for approximately 6 months. Further, the Employer does not have sufficient work for two employees. The Employer does not intend to bid any future prevailing jobs and does not intend to hire any more bargaining unit employees. Thus, under the circumstances, the Employer believes a the NLRB does not have jurisdiction concerning a one man unit due to changed circumstances for the current election. Also, the person in the one man unit is a supervisor as well.

Also, as I stated above, since the Employer does not intend to hire any more full time or part time employees engaged in the installation in the maintenance and/ or repair of automatic sprinkler fire protection systems in the future, an election would not be appropriate since the Board does not have jurisdiction over a one man unit.

You should note that the Employer hired Ms. Darroch on approximately March 14, 2011. The Employer only had enough work for one employee until the Employer bid on a prevailing wage job at a State Prison. The Employer hired Mr. Mott on April 18, 2012 specifically for this State Prison job.

Once the Employer learned they lost the bid concerning the State Prison, the Employer had no choice but to permanently lay off Mr. Mott since they only had enough work for Ms. Janell Darroch. The Employer lost the job on approximately July 17, 2012. Hence, as stated above, the Employer is not going to hire any further employees in the future and not bid on any prevailing wage jobs. Thus, the Employer will have a stable work force of only one sprinkler fitter.

Also, the Board has considered “the Daniel/Steiny voter-eligibility formula in deciding whether or not a construction-industry employer employs a viable bargaining unit.” However, in McDaniel Electric, 313 N.L.R.B. 126 (1993), a one man unit case, the Board specifically held that the Daniel/Steiny voter eligibility standards do not apply in an unfair labor practice proceeding where the Board is called upon to decide whether the employer has a one man unit:

“As explained above, the focus of our inquiry in this 8(a)(5) case is whether the employer maintains a stable one-man unit. Because the critical inquiry here is directed to the scope of the employer's work force, the individual voting eligibility standards of Daniel Construction Co., 133 NLRB 264 (1961), are not controlling.”

In Ohio Construction & Engineering Co., 1983 NLRB GCM LEXIS 144, at p. 4 (August 26, 1983), the General Counsel states that the Board will not consider the Daniels/Steiny formula when deciding whether an employer has a duty to bargain due to a one man unit:

“In determining in such refusal-to-bargain cases whether a unit is inappropriate for collective bargaining purposes because the unit consists of only one employee, the Board conducts a "head count" to ascertain the size of the employee complement in the bargaining unit at the time a union requests recognition and bargaining. n6 ...

“n6 In unfair labor practice cases, even in the construction industry, it appears that the Board does not rely upon the formula outlined in Daniel Construction Co., Inc., 167 NLRB 1078 (1967), a representation case, to determine how many of an employer's employees are members of a specific bargaining unit at a given time. See, e.g., Finger Lakes Plumbing & Heating Co., Inc., 253 NLRB 406, n.3, 410 (1980). In Daniel Construction, *supra*, the issue was what criteria should be applied in a representation case in determining whether construction industry employees who admittedly are members of a bargaining unit should be permitted to vote in a representation election where the employees, because of the intermittent nature of employment in the industry, were not

working for an employer on the eligibility date but had previously been employed by the employer. The Daniel Construction formula provides that, in addition to the unit employees who have traditionally been eligible to vote in an election (i.e., those who were employed during the payroll period immediately preceding the date of the Board's decision and direction of election), all employees in the unit who have been employed for a total of 30 days or more within a 12-month period, or who have had some employment in that period and who have been employed 45 days or more within a 24-month period immediately preceding the eligibility date for the election, shall be eligible to vote.”

Therefore, since the Employer does not intend to hire any further employees in the future in the unit and will only have one employee in the unit or a stable work force of one employee which is a supervisor, the Employer believes a one man unit is not a viable bargaining unit and the petition for an election should be dismissed for lack of jurisdiction. Again, the Employer contends the only employee left working for the Employer is a supervisor which is not appropriate to vote in an election or subject to the jurisdiction at the NLRB.

You should note Jon was laid off on July 24, 2012 and the Employer has not hired any other employee now for approximately six months or intends to hire another employee in the future. In fact, the Employer will not bid any further prevailing wage jobs due to the State not paying the Employer. Also, the Employer will not do this type of complicated work in the future or bid on any type of prevailing wage jobs or any other fire sprinkler jobs.

Therefore, the Employer believed it is contrary to the Act to continue with collective bargaining in a one man unit and the only remaining employee is a supervisor. In fact, the Regional Director agreed with this proposition. Further, the NLRB does not have jurisdiction over a one man unit. Also, the Employer does not intend to hire any further sprinkler fitters in the future since he cannot afford to hire another sprinkler fitter. In the 12 years the Employer has been in business it has never had more than 1 sprinkler fitter on payroll until it was awarded the State Contract (that was later lost). The Employer has no plans to grow this section of its company as its main focus has always been selling and servicing fire extinguishers.

Further, under the NLRA Section 2 paragraph 15, the term “person” includes one or more than one individual. Applying the above law under the instant case, the Employer does not have any employees since the only remaining employee is a supervisor.

## 2. THE REGIONAL DIRECTOR ERRED IN ITS DECISION THAT JANELL IS NOT A SUPERVISOR.

The Employer contends that Supervisors act pursuant to Section 2(11) of the Act who are individuals in the interest of the Employer, to hire, fire, suspend, layoff, promote,

discharge, assign, reward, or discipline other employees, or responsibly to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires independent judgment. The Employer contends that the Regional Director Erred that Janell is not a supervisor as defined by the Act and should not be eligible to vote in the election and its challenge was correct in the election.

As you know the Board contends a person who participates in ONE of these functions is considered a supervisor. There are 12 indicia to permit an employee to be classified as a supervisor in the interest of the Employer, has the authority to either 1. hire, 2 transfer, 3 suspend, 4 layoff, 5 recall, 6 promote, 7 discharge, 8 assign, 9 reward, 10 discipline other employees or 11 the responsibility to direct them, 12 adjust their grievances, or effectively to recommend such action if in connection with the foregoing with the exercise of such authority is not of a merely routine or clerical, but requires the use of independent judgment. See NLRB v. Kentucky River Community Care Inc. 532 US 706 (2001), Oakwood Health Care, Inc. 348 NLRB No 37 (2006) Golden Crest Healthcare Center, 348, NLRB No. 39 (2006) and Croft Metals, Inc. 348 No. 38 (2006) (See NLRB Case Handling Manual-a-nn Exhibit 10)

Thus, the Employer believes the Regional Director Erred in its decision that Janell was not a supervisor. According to the Employer, Janell meets many of these criteria as stated above, that is, item 2 transfer to jobs, item (8) assigns him duties, item (11) responsibility to direct the employee, and to item (12) effectively recommend such action and requires the use of independent judgment as stated below. Clearly the Regional Director misses the mark on what factors determines a supervisor.

Also, the NLRB Guidelines in conducting a hearing on what constitutes a supervisor states there are 40 factors (A-NN pps 104-106) on what a hearing determines if an employee is a supervisor. (See Exhibit 10) The Employer will give the specific actions and examples as used by a hearing officer to determine if an employee is a supervisor. Clearly the Board erred in not considering Janell was a supervisor as exhibited by the above factors. In fact, Janell herself determined herself as being a supervisor and was given additional compensation for being a supervisor. (MM) (U) (K)

Applying the above principles to the instant case and according to the Declaration of Sarah Clark, controller, it is clearly evident that Janell is within the meaning of Section 2(11) of the Act.(See Exhibit 7) Janell is the department supervisor as considered by the Employer. (A) (V) (X) (Y) (AA) (BB) Janell was in charge of training Jon Lee Mott when he was hired on what to do on the jobs and what he needed on the job. (B), 11 Janell Darroch told the dispatcher, Robin Pelton and Alex Bastedo when John Lee Mott was ready to work and to work on his own in the field. (12), (H), (E) AND (F) and (P)

She trained John for approximately two weeks. (11) Also, Janell used her independent judgment on the job that she had to follow up on repairing Jon's mistakes on a job he did for the Employer. (12) Janell took some pictures of his mistakes and noted his mistakes

and told Sarah Clark of his problems with his work quality and turned these pictures into the office (12), (C,) (E)

Also, Janell used her independent judgment on what repairs to do on a job and does the estimating what the job needs and how the job should be bid and handled. (12,) (G)

Janell decides what work needs to be done and drew up quotes in the field. Robin Pelton, dispatcher, formalizes them on the Employer letter head and sent them to the Employer's customers. (L)

Janell expends the Company credit and buys parts for the jobs and gas for the Company truck on the company accounts solely based on her judgment as a supervisor. Additionally, Janell purchased parts and job supplies with her own funds and then gets reimbursement for the funds she spent without anyone else's authorization. (12) (NN)

Janell is not required to check in and out of jobs sites with the office or anyone at the Company as she leaves from her own home and return to her home when her work is completed. She leaves the job site at her own discretion. (12) (M) (Y)

Janell only comes to the office when she is running low on supplies or needs to turn in paper work for the administrative staff to process. (12) (M) (N)

She makes the determination on repair work for Jon as far as what she can and cannot do and advises the dispatcher accordingly. 8 assigns and directs, (C) (E)

Janell does job walks and determines if we should bid on contract work and determines the scope of the work, parts needed, contacts the supplies for quotes and if the Employer is qualified to do the work. 8 (assign) 12 (M)

In fact, when the Employer told Janell that we were going to hire another staff member, Jon to fulfill a State Contract, the Employer told her she was going to be the department supervisor and gave her a raise effective May 1, 2012 (increase in commission pay to provide for increased responsibilities). (12) (A)

As the Employer stated above, Janell supervised Jon. When he was first hired he road with Janell. She made sure he knew what he was doing and trained him where needed. Janell told us (Robin Pelton, dispatcher Alex Bastedo, President and Sarah Clark, Controller) when she felt he was ready to be on his own in the field, as well as she would over see his work when both of them were required on the same job. 12 (E) (G)

Additionally, Janell had to follow up on a repair job Jon Lee Mott did in order to fix some mistakes he made (warranty repairs) in that she took pictures and noted his mistake's, and problems with his work quality and provided pictures to the office. She

reviewed Jon's sprinkler reports on several occasion to check for errors prior to them being turned into the (H)(J). ( Independent Judgment)

Another example of her supervising Jon was when he broke something on a sprinkler repair and wasn't sure he could fix it. Janell left the job she was on and went to help Jon and make sure things were under control and to see if Jon was capable of finishing job. (Independent Judgment) (C)

Now that the Employer is a one-man unit, Janell is her own supervisor when on the jobsite. She decides what work needs to be done and draws up quotes in the filed (Robin Pelton formalizes them on our letter head and sends to customer). (Independent Judgment) (M)

She purchases tools, parts and job supplies as she needs/sees fit without prior authorization (on our accounts or with her funds - then seeks reimbursement for the funds she spent without anyone else's authorization). (Credit NN)

Again, Janell is not required to check in and out of job sites with the office or anyone at the company as she leaves from her home and returns there when her work is completed (leaves job sites at her discretion). Independent Judgment, (U)

Janell only comes to office when she is running low on supplies or needs to turn in paper work for the administration staff to process. She makes determination on repair work as far as what she can and can't do and advises Robin accordingly. ( Independent Judgment) (U)

Janell does job walks for quotes and determines if we should bid on contract work (determines scope of work, parts need, contacts supplies for quotes, if were qualified to do work, etc...). (Credit NN)

Based upon the above, Janell is a supervisor pursuant to Section 2(11) of the Act due to her changed circumstances and her duties on the job and should be excluded from voting in the election as well as the numerous factors in the officer hearing guides for a hearing to determine a supervisor.

3. THE REGIONAL DIRECTOR ERRED IN ITS DECISION BY ALLOWING JON TO VOTE SINCE HE WAS PERMANENTLY LAID OFF PRIOR TO THE ELECTION ON AUGUST 29, 2012 AND THE EMPLOYER IS NOT GOING TO HIRE ANY OTHER EMPLOYEES OTHER THAN HIS CURRENT SUPERVISOR JANEL. ALSO, THE REGIONAL DIRECTOR ERRED IN HIS CONCLUSION THAT JON LEE MOT WAS ELIGIBLE TO VOTE UNDER THE DANIEL/STEINY FORMULA

As stated above in Section 1, the Board has considered “the Daniel/Steiny voter-eligibility formula in deciding whether or not a construction-industry employer employs a viable bargaining unit.” However, in McDaniel Electric, 313 N.L.R.B. 126 (1993), a one man unit case, the Board specifically held that the Daniel/Steiny voter eligibility standards do not apply in an unfair labor practice proceeding where the Board is called upon to decide whether the employer has a one man unit:

“As explained above, the focus of our inquiry in this 8(a)(5) case is whether the employer maintains a stable one-man unit. Because the critical inquiry here is directed to the scope of the employer's work force, the individual voting eligibility standards of Daniel Construction Co., 133 NLRB 264 (1961), are not controlling.”

In Ohio Construction & Engineering Co., 1983 NLRB GCM LEXIS 144, at p. 4 (August 26, 1983), the General Counsel states that the Board will not consider the Daniels/Steiny formula when deciding whether an employer has a duty to bargain due to a one man unit:

“In determining in such refusal-to-bargain cases whether a unit is inappropriate for collective bargaining purposes because the unit consists of only one employee, the Board conducts a "head count" to ascertain the size of the employee complement in the bargaining unit at the time a union requests recognition and bargaining. n6 ...

“n6 In unfair labor practice cases, even in the construction industry, it appears that the Board does not rely upon the formula outlined in Daniel Construction Co., Inc., 167 NLRB 1078 (1967), a representation case, to determine how many of an employer's employees are members of a specific bargaining unit at a given time. See, e.g., Finger Lakes Plumbing & Heating Co., Inc., 253 NLRB 406, n.3, 410 (1980). In Daniel Construction, *supra*, the issue was what criteria should be applied in a representation case in determining whether construction industry employees who admittedly are members of a bargaining unit should be permitted to vote in a representation election where the employees, because of the intermittent nature of employment in the industry, were not working for an employer on the eligibility date but had previously been employed by the employer. The Daniel Construction formula provides that, in addition to the unit employees who have traditionally been eligible to vote in an election (i.e., those who were employed during the payroll period immediately preceding the date of the Board's decision and direction of election), all employees in the unit who have been employed for a total of 30 days or more within a 12-month period, or who have had some employment in that period and who have been employed 45 days or more within a 24-month period immediately preceding the eligibility date for the election, shall be eligible to vote.”

Therefore, since the Employer does not intend to hire any further employees in the future in the unit and will only have one employee in the unit or a stable work force of one employee, the Employer believes a one man unit is not a viable bargaining unit and the petition for an election should be dismissed for lack of jurisdiction. Also, the Employer contends the only employee left working for the Employer is a supervisor which is not appropriate to vote in an election or subject to the jurisdiction at the NLRB.

You should note Jon was laid off on July 24, 2012 and the Employer has not hired any other employee now for approximately six months or intends to hire another employee in the future. In fact, the Employer will not bid any further prevailing wage jobs due to the State not paying the Employer. Also, the Employer will not do this type of complicated work in the future or bid on any type of prevailing wage jobs dealing with the State or any fire sprinkler jobs as well.

Therefore, the Employer believed it is contrary to the Act to continue with collective bargaining in a one man unit and the only remaining employee is a supervisor. In fact, the Regional Director agreed with this proposition. Further, the NLRB does not have jurisdiction over a one man unit. Also, the Employer does not intend to hire any further sprinkler fitters in the future since he cannot afford to hire another sprinkler fitter and has no intention of growing this portion of its business as previously stated.

Further, under the NLRA Section 2, paragraph 15, the term "person" includes one or more than one individual. Applying the above law under the instant case, the Employer does not have any employees since the only remaining employee is a supervisor.

Applying the above principles to the instant case, first the Employer is going to maintain a stable work force of only one employee, Janell who is a statutory supervisor.

Second, the Employer is not going to hire any additional sprinkler fitter employees and had to permanently layoff Jon Lee Mott prior to the Election on August 29, 2012.

Third, the Board should consider there are no employees in the unit since the only employee is a supervisor in the unit and the NLRB does not have jurisdiction.

Fourth, the Board does not rely on the formula as outlined in the Daniel Construction Co. Inc 167 NLRB1078.

Fifth, the Employer had an intermittent workforce and lost a major job where it had to layoff Jon Lee Mott.

Sixth, the NLRB does not have jurisdiction in the current RC case. Therefore, the Employer believed the Regional Director Erred in not considering Janell as supervisor in it's challenge of her vote and Erred in determining the Daniel/Steiny formula when the Employer does not have a viable bargaining unit.

Therefore, the Executive Secretary should overrule and overturn the Regional Director's report and conduct a hearing to determine Janell is a supervisor and Jon Lee Mott was not eligible to vote under the Daniel/Steiny voter-eligibility formula since it contrary to the Act or established Board Policy.

Respectfully,

A handwritten signature in black ink, appearing to be 'H. Sanford Rudnick', written over the word 'Respectfully,'.

H. Sanford Rudnick JD, Labor Consultant  
cc: Sarah Clark, Controller

**PROOF OF SERVICE**

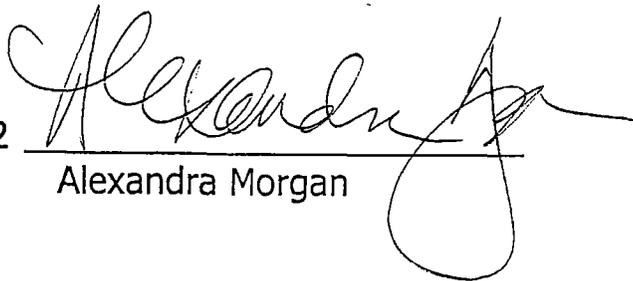
I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On November 15 , 2012, I personally mailed by fedex the Employers Exceptions to the Report and Recommendations Regarding the Challenged Ballots to the Conduct Affecting the Outcome of the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board Region 20  
901 Market St Suite 400  
San Francisco, Ca. 94103  
Tim Peck, Acting Regional Director (F 415-356-5156)

Osborne Law Offices  
Natalie Moffett, Attorney at Law  
4301 Connecticut Ave. NW S108  
Los Angeles, CA. 90010 (F 202-243-3207)

I declare that the foregoing is true and correct to the best of my knowledge.

Date November 15, 2012

  
\_\_\_\_\_  
Alexandra Morgan

RECEIVED

2012 NOV 16 PM 1:20

IN 35  
ORDER SECTION



UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD<sup>1</sup>  
REGION 20

RIVER CITY FIRE EQUIPMENT  
d/b/a FIRE SAFE,

Employer,

and

Case 20-RC-85547

ROAD SPRINKLER FITTERS LOCAL UNION  
NO. 669, U.A., AFL-CIO

Petitioner

**REPORT AND RECOMMENDATIONS REGARDING CHALLENGED BALLOTS**

Upon a petition filed by the Petitioner on July 18, 2012,<sup>2</sup> and pursuant to a Stipulated Election Agreement (Agreement) that I approved in this matter on July 30, an election by secret manual ballot was conducted on August 29 in the following appropriate collective-bargaining unit:

**Including:** All full-time and regular part-time employees engaged in the installation, maintenance, and/or repair of automatic sprinkler fire protection systems who are employed by the Employer at or out of its facility located at 2419 Sellers Way, West Sacramento, California.

**Excluding:** All other employees, including designers, salespersons, office clerical employees, managers, guards, and supervisors as defined in the Act.

The Agreement provided that the payroll period for eligibility ended July 20. Additionally, the parties executed an Eligibility Stipulation (Stipulation) establishing that **Janell Alice Louise Darroch (Darroch)** and **Jon Lee Mott (Mott)** were the only two employees eligible to vote in the election, and that all questions of eligibility were resolved. Citing the Board's decision in *Norris-Thermador Corp.*, 119 NLRB 1301 (1958), the Stipulation, by its terms, is final and binding, unless it is contrary to the Act or established Board policy. Upon the conclusion of the election, the

---

<sup>1</sup> Also referred to as the Board.

<sup>2</sup> All subsequent dates refer to calendar year 2012 unless otherwise noted.

Board agent served a copy of the official *Tally of Ballots* on the parties. The *Tally* showed the following results:

Approximate number of eligible voters .....	2
Void ballots .....	0
Votes cast for Petitioner .....	0
Votes cast against participating labor organization .....	0
Valid votes counted.....	0
Challenged ballots .....	2
Valid Votes counted plus challenged ballots .....	2

Notwithstanding the parties' Stipulation, the Employer challenged the ballot cast by Darroch, claiming that she was a statutory supervisor, and by Mott, asserting that it did not employ him on the date of the election. As these were the only two ballots cast in the election, the challenged ballots affected the election result. Acting pursuant to Section 102.69 of the Board's Rules and Regulations, Series 8, as amended, I directed an investigation of the challenged ballots.<sup>3</sup>

In support of its challenges, the Employer submitted a number of position statements, a declaration from Employer Controller Sarah Clark (Clark), and documentary exhibits. Petitioner submitted a position statement opposing the Employer's challenges, and Darroch and Mott provided Board affidavits. For the purposes of this Report, I shall accept all evidence at face value, but rely on the Employer's evidence when it conflicts with other evidence. I have identified in footnotes below those evidentiary conflicts, and refer to first-hand testimony from Darroch and Mott to add context and clarity to the Employer's evidence. Based on the investigation and this approach, I report and recommend as follows:

### **Preview**

For the reasons detailed below, I recommend that the Board overrule the Employer's challenges because the parties' Stipulation that Darroch and Mott were eligible to vote is final and binding, is not contrary to the Act or Board policy, and there is no new evidence or changed circumstances to warrant relieving the Employer from that Stipulation. Should the Board disagree with that conclusion, I would recommend in the alternative that the Board overrule the Employer's challenge to Darroch's ballot on the ground that she is not a supervisor within the meaning of

---

<sup>3</sup> The Employer also timely filed but subsequently withdrew Objections to the Election, a request that I approved on October 2.

Section 2(11) of the Act, and overrule the Employer's challenge to Mott's ballot because the Employer is in the construction industry and Mott is eligible to vote in the election pursuant to the Board's *Daniel/Steiny* construction-industry eligibility formula.<sup>4</sup>

**Background Regarding Janell Alice Louise Darroch:**

The Employer hired Darroch on or about March 14, 2011, as a fire sprinkler inspector and repair technician. She was the only employee in that position from the time she started until about April 18, when the Employer hired Mott into the same position. Her primary duties include: (1) inspecting and repairing commercial and residential customers' sprinkler systems in accordance with dispatches and job orders that she receives from Estimator/Dispatcher Robin Pelton (Pelton); (2) submitting inspection reports to the appropriate government agencies; (3) generating sprinkler repair/replacement quotes and bids for customers; (4) submitting the quotes and bids she generates to Pelton, who revises, approves, and submits the quotes or bids to customers; (5) obtaining tools and materials in accordance with dispatches and job orders using the Employer's credit account, when possible, or with her own funds when working away from local suppliers, for which the Employer reimburses her.

Darroch has full-time use of a company vehicle and company tools, and she performs most of her work in the field. She typically begins and ends her work day at home, and other than submitting her time sheets and job-related paperwork, Darroch does not report to the office on a regular basis. Darroch and Mott each testified that they both performed the same type of work, and had identical general duties and privileges while working for the Employer.<sup>5</sup> The Employer does not maintain any job descriptions or other written documents describing its employees' job duties and responsibilities.

In her declaration, Controller Clark set forth Darroch's responsibilities and the evidence on which the Employer relies in asserting that Darroch is a supervisor within the meaning of Section 2(11) of the Act. Her testimony is summarized as follows:

---

<sup>4</sup> See *Daniel Construction Co.*, 133 NLRB 264 (1961), as modified at 167 NLRB 1078 (1967); and *Steiny & Co.*, 308 NLRB 1323 (1992).

<sup>5</sup> The Employer did not present evidence to the contrary, other than as described in this report.

- 1) Prior to Mott's April 18 start date, Clark claimed to have told Darroch that the Employer was going to hire another employee and that Darroch was going to be the department supervisor;<sup>6</sup>
- 2) The Employer increased Darroch's commission pay effective May 1 "to provide for increased responsibilities";<sup>7</sup>
- 3) When Mott was hired, he "rode" with Darroch. Darroch made sure that Mott knew what he was doing, and was in charge of training him "where needed" and "on what to do on the jobs and what he needed on the job" for approximately two weeks, when she told management that she felt Mott was ready to be on his own in the field;<sup>8</sup>
- 4) On one occasion (the Terracina Apartment job), Darroch was directed to follow up on one of Mott's repair jobs "in order to fix some mistakes he had made (warranty repairs). Darroch took pictures of his work and noted his mistakes, and provided pictures to the office." Specifically, Darroch reported to Clark and provided supporting photographs that there were eight sprinkler heads in the apartment, that Mott had replaced two but should have replaced or noted problems with the other six, and that one head was leaking because it had not been properly screwed in;<sup>9</sup>
- 5) On one occasion, Darroch had to leave a job to assist Mott "when he broke something on a sprinkler repair and wasn't sure he could fix it . . . and went to help Jon and make sure things were under control and to see if Jon was capable of finishing the job . . . [and] picked up [a] part to help Jon to fix job at Adobe Lumber;"<sup>10</sup>

---

<sup>6</sup> Darroch asserts that the Employer raised the potential for her future supervisory promotion for the first time about one or two weeks before the August 29 election during a meeting with Clark and the Employer's labor consultant when, in response to Darroch's stated desire to become a supervisor or department head, Employer Controller Clark told Darroch that "they had plans for that." Darroch testified, however, that she (Darroch) did not hear anything more about such "plans" before the Employer challenged Darroch's ballot at the election on the ground that she was a supervisor.

<sup>7</sup> The Employer's evidence and examples of Darroch's "increased responsibilities" are included below, in this summary of Clark's declaration. Darroch, on the other hand, testified that around the end of April, Clark told Darroch that she (Darroch) had been there for about one year and they wanted to give her a raise, but Clark did not mention the assignment of additional duties or a supervisory role. The Employer reportedly could not afford an hourly-pay increase, so it awarded her a 10% commission on her inspections, in addition to the 10% she already receives for repair work.

<sup>8</sup> Darroch elaborated that she was not instructed to train Mott, did not train Mott, and did not need to train Mott because he was an experienced journeyman in the field. Darroch acknowledged that Mott accompanied her until the Employer was able to provide Mott with his own truck and tools. During Mott's first week of work, Clark asked Darroch her opinion of Mott, and Darroch reportedly opined that he "was fine and seems to know his business." Mott generally corroborated Darroch's testimony, and affirmed that he was given a company truck and his own tools around his second day of work and then began to work on his own.

<sup>9</sup> According to Darroch, the incident in question involved a repair that Mott had completed earlier in the day that developed a leak, which is not uncommon during the summer heat due to pipe expansion. Mott was unavailable, so Pelton dispatched Darroch to the job site. Darroch called Mott on her way to the job, and he told her it would be a good idea to do a full inspection to potentially generate additional business since he had not been able to do a full inspection himself. Darroch took photographs and generated a quote, which she forwarded to Pelton for processing.

<sup>10</sup> According to Darroch, Dispatcher Pelton once called her to see if she was available to fetch a part and take it to Mott's job site. Darroch took the part to Mott, but she did not provide any additional assistance.

- 6) On the Solano Prison job on which Darroch and Mott worked together, Darroch prepared the sprinkler reports to be submitted to the Authority Having Jurisdiction (AHJ Reports) based in part on Mott's handwritten notes, which she checked for errors. Darroch told Dispatcher Pelton that she completed the reports instead of Mott because Mott was "panicky" about the size and scope of the Solano Prison report. The Employer confirmed that Mott personally prepared and submitted approximately 32 AHJ reports on the non-prison jobs that he worked by himself during his tenure, without Darroch's review;<sup>11</sup>
- 7) Clark asserted that Darroch "exercised independent judgment as a supervisor" in the following ways, and that Darroch has had to do so with greater frequency as "her own supervisor" since Mott was laid off on July 24, rendering Darroch the Employer's only remaining sprinkler inspector and repair technician:<sup>12</sup>
  - a. Darroch decides what work needs to be done and generates bids, quotes, and estimates for field work in which she determines the scope of the work and parts needed, contacts the suppliers for quotes, and opines whether the Employer is qualified to do the work. Dispatcher Pelton then reviews Darroch's submission, formalizes the quote on company letterhead and sends it to the potential customer;
  - b. Darroch "expends the Company's credit and buys parts for the jobs and gas for the Company truck on the company accounts solely based on her judgment as a supervisor. Additionally, Darroch purchases parts and job supplies with her own funds and then get(s) reimbursement for the funds she spent without anyone else's authorization;"
  - c. Darroch is not required to check in or out of job sites, and leaves from her home and returns to her home when her work is completed based upon her discretion;
  - d. Darroch checks in at the office only when she is running low on supplies or needs to turn in paperwork for the administrative staff to process;
  - e. Darroch makes the determination as to repair work that she can and cannot do and advises the dispatcher accordingly;
  - f. On August 10, Darroch mistakenly went to the wrong jobsite and began an inspection. When she realized her error, without authorization or consultation with the Employer, she informed the manager on the jobsite about her mistake, asked the manager if he would nevertheless like her to come back and finish the inspection because one was due, received oral permission from the jobsite manager (not the Employer) to do the work, and against company policy chose to bill this customer rather than collect payment up front; and

---

<sup>11</sup> Darroch asserts that, other than the handful of jobs that she worked together with Mott on which they prepared reports together, she did not review Mott's reports.

<sup>12</sup> Darroch acknowledged that she performs the following tasks, and Darroch and Mott agreed that Mott's responsibilities were identical.

- g. On August 29, Darroch backed into a customer's fence and broke several boards as she was leaving the jobsite. After being confronted by the customer's manager, she purchased supplies and fixed the fence without authorization and without advising the Employer, which she notified about the incident only after the fact;
- 8) Finally, the Employer asserts that although Darroch concededly has never exercised such power, she possesses the authority to recommend to Controller Clark that Clark hire, fire, or discipline employees, and that Clark would consider those recommendations and determine whether such action was needed.<sup>13</sup>

### **The Employer Waived Its Right to Challenge Darroch's Ballot**

First and foremost, unless it can point to new evidence or changed circumstances, the Employer is bound by its stipulation that Darroch was eligible to vote See e.g., *Grancare, Inc., d/b/a Premier Living Center*, 331 NLRB 123 (2000) (explicitly overruling prior decisions and clarifying that parties are bound to stipulations regarding voter eligibility and are foreclosed from escaping those stipulations through litigation, absent newly discovered evidence or changed circumstances).

Section 2(11) of the Act defines as a supervisor

[A]ny individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline **other employees**, or responsibly to direct **them**, or to adjust **their** grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. 29 U.S.C. § 152(11) (**emphasis added**).

In interpreting this Section, the Board has observed that, "It is well established that an individual must exercise supervisory authority over employees of the employer at issue . . . in order to qualify as a supervisor under Section 2(11) of the Act." *In re Franklin Hospital Medical Center*, 337 NLRB 826, 826 (2002) (internal citations omitted).

Regarding Darroch's August 10 break from billing protocol sans authorization, to the extent that this asserted "changed circumstance" involved the use of "independent judgment," she did not

---

<sup>13</sup> Darroch confirmed that she has neither exercised any of the supervisory indicia set forth in Section 2(11) of the Act, nor recommended that the Employer take any such actions, and added that the Employer never told her that she is vested with such authority. She testified that her duties have not changed since she began working for the Employer.

exercise it vis-à-vis Mott or any other employee. Therefore, it would not qualify as supervisory authority within the meaning of Section 2 (11). And except for that billing decision on August 10, all of the Employer's other examples of purportedly changed circumstances occurred either prior to its July 28 execution of the Stipulation or after Darroch cast her ballot.

The Employer has not furnished any evidence pertinent to pre-election circumstances that was unavailable to it when it entered into that Stipulation. Additionally, taking the Employer's evidence at face value, it shows only circumstances about which the Employer was aware before it stipulated to Darroch's eligibility to vote, or circumstances that may, at best, have changed post-election. Accordingly, the Employer has presented no basis for relief from its Stipulation.

### **Darroch Was Not a Supervisor**

In any event, even if it were not appropriate to hold the Employer to its commitment that Darroch was eligible to vote in the election, its challenge to her ballot must fail. Clark's depiction of Darroch's duties and responsibilities simply does not establish that Darroch is a statutory supervisor. Based on the analysis that follows, I recommend that if the Board disagrees with my conclusion that the Employer is bound by the Stipulation, the Board instead overrule the Employer's challenge to Darroch's ballot because she is in fact a bargaining unit employee.

The Board exercises caution "not to construe supervisory status too broadly because the employee who is deemed a supervisor is denied rights which the Act is intended to protect." *Chevron Shipping Co.*, 317 NLRB 379, 381 (1995); *Oakwood*, 348 NLRB 686, 688 (2006). In *Oakwood*, the Board further observed that the term supervisor was not intended to include "straw bosses, lead men, and set-up men," who are protected by the Act even though they perform "minor supervisory duties." *Id.* (citing *NLRB v. Bell Aerospace Co.*, 416 U.S. 267, 280-281 (1974)). Rather, the putative supervisor must exercise "genuine management prerogatives," identified as at least one of the twelve supervisory functions listed in Section 2(11) of the Act (see *above*). If the putative supervisor has the authority to exercise or effectively to recommend the exercise of at least one of these twelve functions, Section 2(11) status exists, provided that the authority is held in the interest of the employer and is exercised neither routinely nor in a clerical fashion, but rather with independent judgment. *Id.*

The burden of proof is on the asserting party, and the Act requires “evidence of actual supervisory authority visibly demonstrated by tangible examples to establish the existence of [supervisory] authority.” *Oakwood, supra; Oil Workers v. NLRB*, 445 F.2d 237, 243 (D.C.Cir. 1971). Mere conclusory statements, without such supporting evidence, are not sufficient to establish supervisory authority. Although a supervisor may have “potential powers . . . theoretical or paper power will not suffice. Tables of organization and job descriptions do not vest powers.” *Id.* at 243. The evidence must show that the alleged supervisor knew of his or her authority to exercise such power. *NLRB v. Tio Pepe, Inc.*, 629 F.2d 964, 969 (4<sup>th</sup> Cir. 1980). Here, the Employer’s contention that Darroch had the authority to recommend that Controller Clark consider hiring, firing, and disciplining employees, in the absence of concrete examples that Darroch ever effectively did so, is the type of “potential” or “theoretical” supervisory authority that the Board has found insufficient without evidence that the authority actually existed. *Oil Workers, supra*, at 243.

Clark’s mere, albeit vague, assurance of a future supervisory position for Darroch falls short of establishing that the Employer actually conferred on Darroch any such authority or that, even if it had, that Darroch was aware of it. The Employer’s May 1 expansion of commission pay to Darroch for her inspection work does not make up the evidentiary gap. Indeed, I perceive no nexus whatsoever between Darroch’s commission pay—compensation conditioned on her performance of inspection work—and any purported newly bestowed supervisory authority. Put simply, one has nothing to do with the other.

Turning to the nature of Darroch’s work duties and responsibilities vis-à-vis Mott, the Board does not consider quality control work—inspecting and reporting the work of others—to be supervisory. *Brown & Root, Inc.*, 314 NLRB 19, 21 n.6 (1994). Authority to issue instructions and minor orders based on greater job skills is not supervisory, nor is an employee a supervisor if the control exercised merely derives from job experience. *Byers Engineering Corp.*, 324 NLRB 740 (1997); *Sanborn Telephone Co.*, 140 NLRB 512, 515 (1963). Neither is the authority to evaluate employees a supervisory function if the evaluation does not affect employee status or tenure. *Willamette Industries*, 336 NLRB 743 (2001). While Darroch briefly reviewed Mott’s reports and then noted and photographed Mott’s repair work for Pelton’s perusal, there is no evidence that Darroch recommended that the Employer take any action, adverse or otherwise, concerning Mott. *Brown and Root, Inc.*, *supra*. See also, *Oil Workers v. NLRB*, 445 F.2d at 243. Similarly, Darroch’s opinion of Mott’s readiness to perform the duties that both he and she did,

unaccompanied by any action or effective recommendation concerning his tenure, wages, or hours of work, is insufficient to elevate Darroch's status to the supervisory level. *Willamette Industries*, supra; *Aardvark Post*, 331 NLRB 320 (2000) (The assessment of an applicant for employment's technical skills itself, without more, is not an effective recommendation to hire or continue to employ an individual).

I also find it unavailing that Darroch and Mott briefly shared a company vehicle, that she trained Mott "where needed" and "on what to do on the jobs and what he needed on the job" during his first week or two of work. That arrangement resembles a mentor-mentee relationship, rather than Darroch acting as Mott's superior with tangible influence over his terms and conditions of employment. Training is not one of the twelve supervisory functions described in Section 2(11) of the Act. Darroch's retrieval of a part for Mott at Pelton's behest and her assessment of whether Mott needed assistance properly to complete the job might manifest obedience and conscientiousness, but not "independent judgment" as contemplated by the Board. See *Oakwood*, supra.

Even assuming for the sake of argument that all of the above examples were indicative of supervisory authority, their isolated nature is insufficient to establish that Darroch is a supervisor. See *Kanawha Stone Co.*, 334 NLRB 235 (2001); *Highland Telephone Cooperative*, 192 NLRB 1057 (1971) (where a "crew leader" had occasionally been consulted about an employee's progress and an employee had been granted a raise after his crew leader recommended the raise, these isolated incidents were insufficient to establish supervisory status). To qualify, the exercise of supervisory authority must be "regular and substantial," as opposed to the sporadic assumption of supervisory duties or rotating in and out of supervisory duties. See *Carlisle Engineered Products, Inc.*, 330 NLRB 1359 (2000); *Jakel Motors*, 288 NLRB 730 (1988); *General Dynamics Corp.*, 213 NLRB 851 (1974). Occasional isolated instances of actions which might otherwise be indicative of supervisory authority are generally insufficient to establish that an employee is a supervisor. See *Kanawha Stone Co.*, 334 NLRB 235 (2001); *Highland Telephone Cooperative*, supra.

The Employer also asserts that Darroch exercised "independent judgment as a supervisor" and acted as "her own supervisor" over her own work, her own schedule, her own job quotes, her own purchases of tools and supplies, her own mistakes, her own attempts to fix her mistakes without

authorization from the Employer, and her own decision to bill a customer rather than obtain advanced payment in violation of company policy. Upon inspection, however, this discretion (or indiscretion) pertains only to herself and not to other employees. Therefore, it has no bearing on her asserted supervisory status. See 29 U.S.C. § 152(11) (the twelve supervisory functions must be exercised with respect to *other* employees), *In re Franklin Hospital Medical Center*, 337 NLRB 826 (2002).

In sum, the Employer has not met its burden to establish that Darroch possessed the authority to exercise any of the twelve supervisory functions described in Section 2(11) of the Act. Accordingly, Darroch was eligible to vote in the election and her inclusion in the Stipulation is not contrary to the Act or Board policy. I recommend that Darroch's ballot be opened and counted.

#### **Background Regarding Jon Lee Mott:**

The Employer hired Mott on about April 18 as a fire sprinkler inspector and repair technician. Darroch was the only other employee in that position during Mott's tenure with the Employer. As discussed and enumerated above, Mott's primary duties and daily work routine closely mirrored Darroch's.

The Employer asserts that it hired Mott to work on the State Prison Sprinkler/Ansul/Halon Systems Contract (Prison Job), a three-year construction contract that it secured on March 15. The Employer hired Mott despite receiving notification on April 16 that it would soon be required to re-bid on the Prison Job using prevailing wages, which were omitted from the contract that the Employer had been awarded. The Employer completed all of the work on the project that was in progress at the time and re-bid the work that remained on July 12, greatly increasing the original amount of the bid. However, the Employer withdrew its bid on July 19, after concluding that it wasn't worth the financial risk. Owner Alex Bastedo laid off Mott on July 24, assertedly due to the loss of the Prison Job contract.<sup>14</sup> Nonetheless, on July 28, the Employer executed the Stipulation, agreeing that Mott was eligible to vote in the election.

---

<sup>14</sup> There is a factual dispute regarding whether Owner Bastedo used the term "permanently" and whether Bastedo told Mott that he would recall him if and when work picked up. However, I need not resolve that dispute in order to determine Mott's eligibility under the two separate analyses I advance herein.

According to Mott, from the time that the Employer hired him on April 18 through July 23, he worked forty hours per week on a variety of commercial and residential construction jobs. Mott testified that he worked on the Prison Job a few days per week during his first three weeks of employment, sometimes with Darroch and sometimes by himself, and thereafter worked alone on jobs unrelated to the Prison Job.

Based on the analysis that follows, I recommend that the Board overrule the Employer's challenge to Mott's ballot because the Employer stipulated that he was eligible to vote and there is no newly discovered evidence or changed circumstances that would relieve it from the Stipulation. In the alternative, I would find Mott to be eligible to vote under the Board's *Daniel/Steiny* eligibility formula for employees in the construction industry.

#### **The Employer Waived Its Right to Challenge Mott's Ballot**

Applying here the same waiver analysis and rationale set forth above with regard to the challenge to Darroch's ballot, I conclude that the Employer likewise waived its right to challenge Mott's ballot by executing the Stipulation. *Grancare, Inc., d/b/a Premier Living Center, supra.*

The Employer executed the Stipulation four days after it laid off Mott. Circumstances haven't changed, and there is no newly discovered evidence that would free the Employer from its final and binding agreement. Therefore, I recommend that the Board hold the Employer to its commitment and overrule the Employer's challenge to Mott's ballot.

#### **Mott Is Eligible to Vote under the Board's *Daniel/Steiny* Formula**

Additionally and Irrespective of the Stipulation, I conclude that Mott worked a sufficient number of days with the Employer to qualify as an eligible voter under the Board's eligibility formula set forth in *Daniel Construction Co., and Steiny & Co., supra*; to wit, 30 days or more of work within the 12 months preceding the eligibility date for the election, or some employment during those 12 months and 45 days or more of work within the 24-month period immediately preceding the eligibility date, excluding those employees who have been terminated for cause or quit voluntarily prior to the completion of the last job for which they were employed. Although Mott was laid off before the date of the election, the Employer is in the construction industry, and the *Daniel/Steiny* formula "is

applicable in *all* construction cases, regardless of the construction employer's method of operation, i.e., whether the employer is similar or dissimilar to an industrial employer, or whether or not it operates with a stable core of employees or project-by-project employees." *Turner Industries Group*, 349 NLRB 428, 434 (2007).<sup>15</sup>

The Board defines construction work in broad terms, and has applied the *Daniel/Steiny* formula when the employer does more than a *de minimus* amount of construction work. *Turner Industry Group*, supra at 434; citing *Painters Local 1247*, 156 NLRB 951, 959 (1966) (Board held that the statutory definition of the building and construction industry "subsumes the provision of labor whereby materials and constituent parts may be combined on the building site to form, make, or build a structure"); *South Alabama Plumbing*, 333 NLRB 16 (2001) (an employer that makes repairs to, and replaces integral parts of an immovable structure is engaged in construction work within the meaning of Section 8(f) of the Act).

Here, Mott worked for the Employer forty hours per week from April 18 to July 23, well over thirty days during the twelve-month period preceding the July 20 payroll eligibility date, and there is no contention or evidence that he was discharged for cause or quit voluntarily. *Steiny and Co.*, supra at 1326. The Employer did not respond to the Region's request for its position as to whether it falls within the construction industry as defined by the Board, but it is clear from the evidence that it performs more than a *de minimus* amount of work in the construction industry. In that regard, it repairs, replaces, and installs sprinkler systems, which are integral parts of the immovable buildings to which the sprinkler systems are attached. *South Alabama Plumbing*, supra; *Austin Fire Equipment, LLC*, 359 NLRB No. 3 (2012) (finding fire sprinkler contractor was in the construction industry); *King's Fire Protection, Inc.*, 358 NLRB No. 156 (2012). Having found that the Employer performs work in the construction industry and that Mott is eligible to vote pursuant to the *Daniel/Steiny* formula, I recommend that if the Board disagrees that the Employer is bound by the Stipulation, the Board instead overrule the Employer's challenge to Mott's ballot on this alternate ground.

### **Summary**

---

<sup>15</sup> Parties may agree before an election not to apply the *Daniel/Steiny* formula, but no such agreement was reached here.

In my judgment, the administrative investigation resolved all of the issues raised by the Employer's challenges to the ballots cast by Darroch and Mott. For the reasons set forth above, I recommend that the Board overrule those challenges and direct that the ballots cast by Darroch and Mott be opened and counted and that a Certification issue, as appropriate

**DATED AT** San Francisco, California this 8th day of November 2012. <sup>16</sup>



---

Joseph F. Frankl, Regional Director  
National Labor Relations Board, Region 20  
901 Market Street, Suite 400  
San Francisco, California 94103

---

<sup>16</sup> Under the provisions of Section 102.69 of the Board's Rules and Regulations, a party may file exceptions to this Report with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570. Exceptions may also be submitted by electronic filing. See the Attachment provided in the initial correspondence in this case or refer to OM 05-30 and OM 07-07, which are available on the Agency's website at [www.nlr.gov](http://www.nlr.gov), for a detailed explanation of requirements which must be met when electronically submitting documents to the Board and Regional Offices. Guidance can also be found under E-Gov on the Board's website. Exceptions must be received by the Board in Washington D.C. by 5:00 p.m. (ET) on **November 23, 2012**, and may not be filed by facsimile.

Under the provisions of Section 102.69(g) of the Rules, documentary evidence, including affidavits, which a party has timely submitted to the Regional Director and which is not included in this Report, is not part of the record before the Board and will not be considered unless appended to the exceptions or opposition thereto which the party files with the Board. Failure to append copies of evidence timely submitted to the Regional Director shall preclude a party from relying on such evidence in any subsequent related unfair labor practice proceeding.



REGION 20  
 NATIONAL LABOR RELATIONS BOARD  
 PETITION

Case No. 20-RC-085547 Date Filed 7/18/2012

INSTRUCTIONS: Submit an original of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.

The Petitioner alleges that the following circumstances exist and requests that the NLRB proceed under its proper authority pursuant to Section 9 of the NLRA.

1. PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)
- RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
  - RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
  - RD-DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
  - UD-WITHDRAWAL OF UNION SHOP AUTHORITY (REMOVAL OF OBLIGATION TO PAY DUES) - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
  - UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees. (Check one)  In unit not previously certified.  In unit previously certified in Case No. \_\_\_\_\_
  - AC-AMENDMENT OF CERTIFICATION - Petitioner seeks a amendment of certification issued in Case No. \_\_\_\_\_ Attach statement describing this specific amendment sought.

2. Name of Employer: River City Fire Equipment, Inc. dba Fire Safe  
 Employer Representative to contact: Alex Bastedo  
 Tel. No.: 916-374-8295

3. Address(es) of Establishment(s) involved (Street) and number, city, State, ZIP code:  
 2419 Sellers Way, West Sacramento, CA 95691  
 Fax No.: 916-374-0812

4a. Type of Establishment (Factory, mine, wholesaler, etc.): Construction contractor  
 4b. Identify principal product or service: Automatic fire protection systems  
 Cell No.:  
 e-Mail:

5. Unit involved (In UC petition, describe present bargaining unit and attach description of proposed clarification.)  
 Included: All full-time and/or part-time employees engaged in the installation, maintenance, and/or repair of automatic fire protection systems.  
 Excluded: Designers, salespersons, office clerical employees, supervisors and guards as defined in the National Labor Relations Act, and all other employees.  
 Present: 2  
 Proposed (By UC/AC):  
 6b. Is this petition supported by 30% or more of the employees in the unit?  Yes  No  
 \*Not applicable in RM, UC, and AC

7a.  Request for recognition as Bargaining Representative was made on (Date) n/a and Employer declined recognition on or about (Date) (If no reply received, so state).  
 7b.  Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8. Name of Recognized or Certified Bargaining Agent (If none, so state): N/A  
 Address:  
 Tel. No.:  
 Cell No.:  
 Date of Recognition or Certification:  
 Fax No.:  
 e-Mail:

9. Expiration Date of Current Contract, if any (Month, Day, Year): N/A  
 10. If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day and Year):

11a. Is there now a strike or picketing at the Employer's establishment(s) involved? Yes  No   
 11b. If so, approximately how many employees are participating?  
 11c. The Employer has been picketed by or on behalf of (insert Name) organization, of (insert Address) Since (Month, Day, Year) a labor

12. Organizations or individuals other than Petitioner (and other than those named in items 8 and 11c), which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in unit described in item 5 above. (If none, so state)

Name	Address	Tel. No.	Fax No.
N/A			

13. Full name of party filing petition (If labor organization, give full name, including local name and number)  
 Road Sprinkler Fitters Local Union No. 689, U.A., AFL-CIO

14a. Address (street and number, city, state, and ZIP code): 7050 Oakland Mills Road, Suite 200, Columbia, MD 21046  
 14b. Tel. No. EXT: (410)381-4300  
 14c. Fax No.: (301)621-8045  
 14d. Cell No.:  
 14e. e-Mail:

15. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (to be filed in when petition is filed by a labor organization)  
 United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print): William W. Osborne, Jr.; Natalie C. Moffett  
 Address (street and number, city, state, and ZIP code): 4301 Connecticut Ave., NW, Suite 108, Washington, DC 20008  
 Signature: [Handwritten Signature]  
 Title (if any): Counsel, Local 689  
 Tel. No.: 202-243-3200  
 Fax No.: 202-243-3207  
 Cell No.:  
 e-Mail: nmoffett@osbornelaw.com; wosborne@osbornelaw.com

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
 PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 20



<p>RIVER CITY FIRE EQUIPMENT, INC. DBA FIRE SAFE</p> <p>Employer</p> <p>and</p> <p>ROAD SPRINKLER FITTERS DISTRICT LOCAL UNION NO. 669, U.A., AFL-CIO</p> <p>Petitioner</p>	<p>Case 20-RC-085547</p>
---	--------------------------

**NOTICE OF REPRESENTATION HEARING**

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 a.m. on July 25, 2012 and on consecutive days thereafter until concluded, at John E. Moss Federal Building, 650 CAPITOL MALL, STANFORD ROOM, SACRAMENTO, CA 95814-4708, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony. Form NLRB-4669, *Statement of Standard Procedures in Formal Hearings Held Before The National Labor Relations Board Pursuant to Petitions Filed Under Section 9 of The National Labor Relations Act*, is attached.

Dated: July 18, 2012

Scott  
Sommers  
415 344-5170

/s/ Tim Peck

TIM PECK, Acting Regional Director  
National Labor Relations Board  
Region 20  
901 MARKET ST STE 400  
SAN FRANCISCO, CA 94103-1738



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 20  
901 MARKET ST  
STE 400  
SAN FRANCISCO, CA 94103-1738

FAX NO.: (415)356-5156

FAX TRANSMISSION COVER SHEET

DATE: July 18, 2012

TO: WILLIAM W. OSBORNE JR. Fax: (202)243-3207  
OSBORNE LAW OFFICES

NATALIE C. MOFFETT Fax: (202)243-3207  
OSBORNE LAW OFFICES, P.C.

ROAD SPRINKLER FITTERS DISTRICT LOCAL Fax: (301)621-8045  
UNION NO. 669, U.A., AFL-CIO

ALEX BASTEDO Fax: (916)374-0812  
RIVER CITY FIRE EQUIPMENT, INC. DBA FIRE  
SAFE

AVTranz

FROM: LANA PFEIFER, Field Examiner  
Telephone: (415)356-5187

NUMBER OF PAGES INCLUDING THIS PAGE: 3

Original will NOT follow

Original WILL follow

RE: River City Fire Equipment, Inc. dba Fire Safe  
Case 20-RC-085547

Attached is Notice of Representation Hearing

CONFIDENTIALITY NOTICE: OFFICIAL GOVERNMENT BUSINESS

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone, and return communication to me at the address above via united states postal service. Thank you.



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**STIPULATED ELECTION AGREEMENT**

The parties agree that a hearing is waived, that approval of this Agreement constitutes withdrawal of any notice of hearing previously issued in this matter, that the petition is amended to conform to this Agreement, and further **AGREE AS FOLLOWS:**

**1. SECRET BALLOT.** A secret-ballot election shall be held under the supervision of the Regional Director in the unit defined below at the agreed time and place, under the Board's Rules and Regulations.

**2. ELIGIBLE VOTERS.** The eligible voters shall be unit employees employed during the payroll period for eligibility, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in an economic strike, who retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are 1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, 2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and 3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced. The employer shall provide to the Regional Director, within 7 days after the Regional Director has approved this Agreement, an election eligibility list containing the full names and addresses of all eligible voters **Excelsior Underwear, Inc.**, 156 NLRB 1236 (1966); **North Macon Health Care Facility**, 315 NLRB 359, 361 (1994)

**3. NOTICE OF ELECTION.** Copies of the Notice of Election shall be posted by the Employer in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

**4. ACCOMMODATIONS REQUIRED.** All parties should notify the Regional Director as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, and request the necessary assistance.

**5. OBSERVERS.** Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

**6. TALLY OF BALLOTS.** Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

**7. POSTELECTION AND RUNOFF PROCEDURES.** All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

**8. RECORD.** The record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

**9. COMMERCE.** The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c). The Employer, River City Fire Equipment, Inc. d/b/a Fire Safe, a California corporation, with an office and place of business located at 2419 Sellers Way, West Sacramento, California, is engaged in the business of installing, maintaining and repairing automatic fire protection systems for non-retail and retail customers. During the past calendar year, a representative period, the Employer, in the course and conduct of its business operations, derived gross revenues in excess of \$500,000 and purchased and received materials or services valued in excess of \$50,000 directly from points located outside the State of California.

**10. WORDING ON THE BALLOT.** When only one labor organization is on the ballot, the choice shall be "Yes" or "No". If more than one labor organization is on the ballot, the choices shall appear as follows, reading left to right or top to bottom. *(If more than one labor organization is on the ballot, any labor organization may have its name removed by the approval of the Regional Director of a timely written request.)*

**First**

**Second**

**Third**

**11. PAYROLL PERIOD FOR ELIGIBILITY.**  
**THE PERIOD ENDING** July 20, 2012

**12. DATE, HOURS, AND PLACE OF ELECTION.**

**DATE:** August 29, 2012

**HOURS:** 7:00 a.m. to 7:30 a.m.

**PLACE:** The Conference Room of the Employer's facility located at 2419 Sellers Way, West Sacramento, California

**13. THE APPROPRIATE COLLECTIVE-BARGAINING UNIT.**

**Including:** All full-time and regular part-time employees engaged in the installation, maintenance, and/or repair of automatic sprinkler fire protection systems who are employed by the Employer at or out of its facility located at 2419 Sellers Way, West Sacramento, California.

**Excluding:** All other employees, including designers, salespersons, office clerical employees, managers, guards, and supervisors as defined in the Act.

River City Fire Equipment, Inc. d/b/a Fire Safe

Road Sprinkler Fitters Local Union No. 669, U.A..

(Employer)

AFL-CIO

(Petitioner)

**By** /s/ Sanford H. Rudnick 7-28-12  
(Signature) (Date)

**By** /s/ Natalie C. Moffet 7-27-12  
(Signature) (Date)

**Labor Consultant**

**Counsel, Local 669**

(Title)

(Title)

**Recommended:**

/s/ Lana Pfeifer 7/30/12  
(Board Agent) (Date)

**Date approved** 7/30/12  
/s/ J F Frankl

**Regional Director, NLRB**

**Case** 20-RC-85547

River City Fire Equipment, Inc. d/b/a Fire Safe  
Employer

and

Case 20-RC-85547

Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO  
Petitioner

### ELIGIBILITY STIPULATION

The parties, the Employer and the Union, stipulate that the employees of the Employer listed below are the only two (2) employees eligible to vote in the election to be conducted on August 29, 2012 pursuant to Case 20-RC-85547, and that all questions of eligibility are resolved. The parties further agree that this stipulation is final and binding, unless this stipulation is, in whole or in part, contrary to the Act or established Board policy. *Norris-Thermador Corp.*, 119 NLRB 1301 (1958).

Janell Alice Louise Darroch  
Jon Lee Mott

In the event that all the employees noted above vote prior to the scheduled closing of the polls, both the Employer and the Union stipulate that the Board Agent conducting the election shall close the polls, and thereafter conduct the ballot count, even if it is in advance of the scheduled closing time.

River City Fire Equipment, Inc. d/b/a Fire Safe

Road Sprinkler Fitters Local Union No. 669, U.A.,  
AFL-CIO

---

(Employer)

By /s/ Sanford H. Rudnick 7-28-12  
(Signature) (Date)

---

**Labor Consultant**  
(Title)

---

(Petitioner)

By /s/ Natalie C. Moffett 7-27-12  
(Signature) (Date)

---

**Counsel, Local 669**  
(Title)



**NORRIS THERMADOR AND EXCELSIOR LIST FOR  
RIVER CITY FIRE EQUIPMENT INC. DBA FIRE SAFE  
20-RC- 85547 8-6-12**

1. **JANELL ALICE LOUISE DARROCH: 2116 MANCHESTER STREET WEST SACRAMENTO CA. 95691**
2. **JON LEE MOTT: 902 DEL PASO BLVD. SPC 5, SACRAMENTO CA 95815**



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

Date Filed

Case No. 20-RC-085547 7/18/2012

Date Issued 8/29/2012

City WEST SACRAMENTO State CA

Type of Election:  
(Check one:)

(If applicable check either or both:)

- Stipulation
- Board Direction
- Consent Agreement
- RD Direction Incumbent Union (Code)

- 8(b) (7)
- Mail Ballot

RIVER CITY FIRE EQUIPMENT, INC. D/B/A FIRE SAFE

Employer

and

ROAD SPRINKLER FITTERS LOCAL UNION NO. 669,  
U.A., AFL-CIO

Petitioner

### TALLY OF BALLOTS

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows:

- |  |                           |          |
|--|---------------------------|----------|
| 1. Approximate number of eligible voters   | -----                     | <u>2</u> |
| 2. Number of Void ballots  | -----                     | <u>0</u> |
| 3. Number of Votes cast for  | <u>    PETITIONER    </u> | <u>0</u> |
| 4. Number of Votes cast for  | -----                     | ---      |
| 5. Number of Votes cast for  | -----                     | ---      |
| 6. Number of Votes cast against participating labor organization(s)                                | -----                     | <u>0</u> |
| 7. Number of Valid votes counted (sum 3, 4, 5, and 6)  | -----                     | <u>0</u> |
| 8. Number of challenged ballots  | -----                     | <u>2</u> |
| 9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8)                          | -----                     | <u>2</u> |
| 10. Challenges are (not) sufficient in number to affect the results of the election.               |                           |          |
| 11. A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for | <u>    PETITIONER    </u> |          |

For the Regional Director

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For Employer (see name above)

For petitioner (see name above)

For \_\_\_\_\_





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 20  
901 MARKET ST  
STE 400  
SAN FRANCISCO, CA 94103-1738

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (415)356-5130  
Fax: (415)356-5156

OCT 02 2012

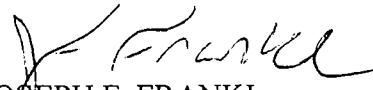
NATALIE C. MOFFETT  
WILLIAM W. OSBORNE JR.  
OSBORNE LAW OFFICES, P.C.  
4301 CONNECTICUT AVE NW, STE 108  
WASHINGTON, DC 20008-2304

Re: River City Fire Equipment, Inc. dba Fire  
Safe  
Case 20-RC-085547

Dear Ms. Moffett and Mr. Osborne:

This is to advise you that the Employer's request to withdraw its Objections to the Election in the above case has been approved.

Very truly yours,

  
JOSEPH F. FRANKL  
Regional Director

cc: SANFORD H. RUDNICK, ESQ.  
H. SANFORD RUDNICK &  
ASSOCIATES  
1200 MT DIABLO BLVD  
STE 105  
WALNUT CREEK, CA 94596-4823

**FAX FROM  
H. SANFORD RUDNICK  
& ASSOC.**

TO: \_\_\_\_\_  
DATE & TIME: \_\_\_\_\_  
FROM: \_\_\_\_\_

River City Fire Equipment, Inc.  
dba Fire Safe  
Case 20-RC-085547

- 2 -

ROAD SPRINKLER FITTERS  
DISTRICT LOCAL UNION NO. 669,  
U.A., AFL-CIO  
7050 OAKLAND MILLS RD  
STE 200  
COLUMBIA, MD 21046-2194

ALEX BASTEDO  
RIVER CITY FIRE EQUIPMENT, INC.  
DBA FIRE SAFE  
2419 SELLERS WAY  
WEST SACRAMENTO, CA 95691-3025

**H. SANFORD RUDNICK & ASSOCIATES  
H. SANFORD RUDNICK JD  
1200 MT. DIABLO BLVD. S105  
WALNUT CREEK, CA. 94596  
LABOR CONSULTANT  
(925) 256-0660**

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 20**

**RIVER CITY FIRE EQUIPMENT,  
INC. DBA FIRE SAFE(Respondent)**

**AND**

**CASE NO. 20-RC-085547**

**ROAD SPRINKLER FITTERS  
LOCAL 669  
(UNION) \_\_\_\_\_**

**EMPLOYER'S OBJECTIONS  
TO THE ELECTION BY THE  
UNION**

**River City Fire Equipment, dba Fire Safe (Respondent) hereby object to the following conduct of the (Union) which adversely affected the outcome of the election in the above entitled case.**

**OBJECTION NUMBER 1:** The Union and/or its agents during the course of the election promised the employees they could get them an increase in wages and a better union health plan and a union retirement plan if they voted for the union. Said conduct adversely affected the results of the election and interfered with the free atmosphere of the Election.

**OBJECTION NUMBER 2:** During the course of the election, the Union and/or its agents told the employees if the Union won the election that the Respondent would close down its facility. This threat by the Union and its agents was discussed by the employees throughout the election and the Respondent believed said threat interfered with the free atmosphere of the election and affected the results of the Election.

**OBJECTION NUMBER 3:** During the course of the election, the Union and/or its agents stated that if they did not vote for the union the Respondent would sell its business and terminate the employees' jobs. Respondent believed said conduct by the Union interfered with the free atmosphere of the election.

**OBJECTION NUMBER 4:** During the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and reduce the dues of the employees. Said conduct interfered with the results of the election.

**OBJECTION NUMBER 5:** During the course of the election, the Union and/or its agents misrepresented to the employees that they would get higher wages and a better health plan of wages under union contract. The Respondent believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election.

**OJECTION NUMBER 6:**

During the course of the election the union and its agents stated the Employer threatened the employees with termination. This rumor stated during the election tainted the free atmosphere of the election.

**OBJECTION NUMBER 7:** During the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and their could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. Also, the union made promises to the employees that wages and benefits would only go up. The union stated the company would automatically agree to the union's demands. Said conduct adversely affected the results of the election

**OBJECTION NUMBER 8:** During the course of the election, the Union and/or its agents stated that if they did not vote for the union the employer would terminate their jobs or take other retaliatory action against the employees. Said conduct adversely affected the results of the election.

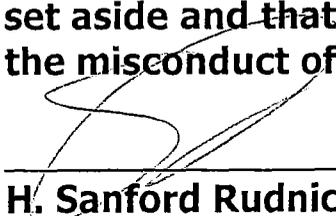
**OBJECTION NUMBER 9**

During the course of the election the Employer had only a one man unit which the NLRB could not obtain jurisdiction over Respondent. Said conduct interfered with the results of the election.

**OBJECTION NUMBER 10**

During the course to the election the employee, Janell Alice Louise Darroch, could not vote in the election since she was a supervisor. Said conduct interfered with the results of the Election.

**WHEREFORE, Respondent, River City Fire Equipment, dba Fire Safe requests that the results of the election should be set aside and that a new election should be conducted due to the misconduct of the Union.**

  
\_\_\_\_\_  
**H. Sanford Rudnick JD**  
**Labor Consultant for River City Fire Equipment, dba Fire Safe**

Date: September 4, 2012

## PROOF OF SERVICE

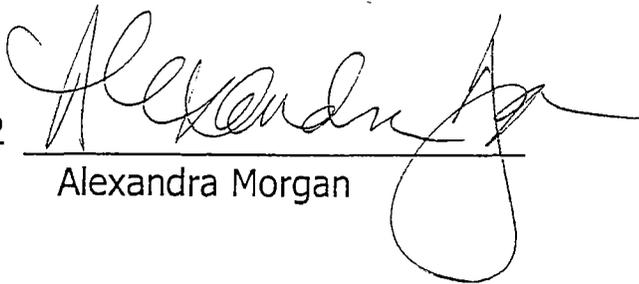
I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On September 4, 2012, I personally mailed and faxed the Employers Objections to the Conduct Affecting the Outcome of the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board Region 20  
901 Market St Suite 400  
San Francisco, Ca. 94103  
Tim Peck, Acting Regional Director (F 415-356-5156)

Osborne Law Offices  
Natalie Moffett, Attorney at Law  
4301 Connecticut Ave. NW S108  
Washington, DC. 2008 (F 202-243-3207)

I declare that the foregoing is true and correct to the best of my knowledge.

Date September 4, 2012

  
\_\_\_\_\_  
Alexandra Morgan



# H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Email: matt.peterson@nlrb.gov

Via fax 415-356-5156

September 24, 2012

National Labor Relations Board  
Region 20  
901 Street S 400  
San Francisco, Ca. 94103  
Attn: Tim Peck, Acting Regional Director  
Matt Peterson, Board Agent

Re: River City Fire Equipment Inc. dba Fire Safe (Employer)  
Case No. 20-RC-085547  
(Employer) Evidence in Support of the Employers  
Challenges to the Election

Pursuant to the Board's Rules and Regulations, Respondent submits the following evidence concerning the challenges to the two voters in the above Election affecting the results of the election in the above referenced case.

The evidence to support the challenges of the two voters is a declaration from Sarah Clark, Controiler and the many exhibits and contracts the Employer is providing. The Employer is located at 2419 Sellers Way, West Sacramento, Ca. 95691. The Employer repairs and installs fire extinguishers and does minor repairs of fire sprinklers. The Employer contends now has no unit employees and they should be excluded from the jurisdiction of the NLRB and there should have been no election held.

(1) THE VOTER JANELL DARROCH IS A SUPERVISOR AND IS NOT ELIGILBE TO VOTE.

First, the Employer contends that Janell Darroch (Janell) is a supervisor and she is not eligible to vote. (See Declaration of Sarah Clark Exhibit 1)

The Second challenge is Jon Lee Mott (Jon) who was permanently laid off prior to the election on August 29, 2012 on July 24, 2012 since the Employer lost a Prison job due to an incorrect bid by the Prison and the Employer did not have enough work to sustain two employees working in their fire sprinkler department.

The Employer did not have sufficient resources to fulfill the Prison job when the Prison job deleted "a the prevailing wage provision" in their first contract and required the Employer to resubmit a bid that required the Employer to do the job under prevailing wages which the Employer could not afford which escalated the job from approximately \$183,000 to \$1,500,000

According to Sarah Clark, she told Janell that the Employer was going to hire another staff member to fulfill to State Contract and told her she was going to be the department supervisor and gave her a raise effective May 1, 2012 (increase in commission pay to provide for increased responsibilities).

Prior to being a “one-man” unit, Janell supervised Jon as follows. When he was first hired, he road with Janell in her truck. She made sure he new what he was doing and trained him where needed. Janell told us (Robin Pelton, (Robin) (Estimator/Dispatcher), Alex Bastedo (Alex) and Sarah Clark (Sarah)) when she felt he was ready to be on his own in the field, as well as she would over see his work when both of them were required on the same job.

Additionally, she had to follow up on a repair job Jon did in order to fix some mistakes he made (warranty repairs) – she took pictures and noted his mistakes, and problems with his work quality and provided pictures to the office. She reviewed Jon’s sprinkler reports on several occasion to check for errors prior to them being turned into the AHJ. (See Exhibit 11)

Another example of her supervising Jon was when he broke something on a sprinkler repair and wasn’t sure he could fix it Janell left the job she was on and went to help Jon and make sure things were under control and to see if Jon was capable of finishing job. Now Janell is her own supervisor when on the jobsite. She decides what work needs to be done and draws up quotes in the filed (Robin formalizes them on our letter head and sends to customer). (See Exhibits 2-10)

She purchases tools, parts and job supplies as she needs/sees fit without prior authorization (on our accounts or with her funds - then seeks reimbursement for the funds she spent without anyone else’s authorization). (See Exhibits 2-10)

Janell is not required to check in and out of job sites with the office or anyone at the company as she leaves from her home and returns there when her work is completed (leaves job sites at her discretion).

Janell only comes to office when she is running low on supplies or needs to turn in paper work for the administration staff to process.

She makes the determination on repair work as far as what she can and can’t do and advises Robin accordingly. (See Exhibits 2-10)

Janell does job walks for quotes and determines if we should bid on contract work (determines scope of work, parts need, contacts supplies for quotes, if were qualified to do work, etc...) (See Exhibits 2-10)

#### (1A) LEGAL ANALYSIS

The NLRB generally excludes supervisors from its protection. (See Section 2(11) of the Act. NLRA Section 2(11) in part defines a “supervisor as someone who has the authority to “responsibly to direct” others employees, the court defined.

The NLRB in Oakwood Health Care Inc. found that a supervisor has such authority if he or she can take action to correct other employees' work and can be held accountable for how they perform. See 348 NLRB No. 686, 180 LRRM 1257( 2006): 20 LRW 1393, 10-5-06)

The Employer believes the supervisors pursuant to Section 2(11) of the Act who are individuals in the interest of the Employer, to hire, fire, suspend, layoff, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires independent judgment.

As you know, the Board contends a person who participates in **ONE** of these functions is considered a supervisor. There are 12 indicia to permit an employee to be classified as a supervisor in the interest of the Employer, has the authority to either 1. hire, 2. transfer, 3. suspend, 4 layoff, 5. recall, 6 promote, 7 discharge, 8 assign, 9 reward, 10 discipline, 11 adjust grievances or 12 to responsibly direct other employees. See NLRB v. Kentucky River Community Care Inc. 532 US 706 (2001), Oakwood Health Care, Inc. 348 NLRB No 37 (2006) Golden Crest Healthcare Center, 348, NLRB No. 39 (2006) and Croft Metals, Inc. 348 No. 38 (2006)

In the instant case, the Employer contends that Janell is a supervisor defined by the Act as stated above and should be excluded from voting as stated above. This can be seen by the declaration of Sarah Clark which is as follows. Janell took part in training and supervised his daily activities, used the employer's credit, and many other supervisory activities as stated in Section 2(11) of the Act.

1. Janell was given the authority to train Jon Lee Mott when he was first hired. After a few days she told the Employer he was ready to be on his own in the field.
2. She was to oversee his work and had to fix his mistakes and send pictures of his mistakes to the Employer.
3. She did a follow up repair job in order to fix his mistakes on the job.
4. She expends the Employer's credit in buying parts, tools, and job supplies and purchases gas with a company credit card.
5. She is not required to check in or out of a job when she finishes the job.
6. She makes a determination on repair work as far as what she can do and cannot do and advises the Employer accordingly. (See Exhibit 11)
7. She does job walks for quotes and determines if the Employer can bid on work and determines the scope of work, parts needed, contract supplies for quotes and if the Employer is qualified for the job. See Exhibit 3
8. She works alone and supervisors herself with the Employer's consent. (See Exhibit 1)

9. She can effectively recommend to the employer who to hire and when to take a job.

10. She can use her independent judgment in recommending a job, repairing a job, training an employee and recommending to the Employer he is ready to start working.

11. When the Employer hired John Lee Mott she was told she was his supervisor and was given a raise on May 1, 2012.

With respect to the attached Exhibits, Janell as a supervisor since she purchased supplies, tools and parts and estimated bids for the Employer. (See Exhibit 2,3,4,5,6,7,8,9 and 10)

(2) JON LEE MOTT WAS PERMANENTLY TERMINATED FOR LEGITIMATE BUSINESS REASONS AND SHOULD NOT BE ELIGIBLE TO VOTE

### 3 (A) LEGAL ANALYSIS

Under the case, Wright Line, 251 NLRB 1083 (1980), the General Counsel must make a *prima facie* showing sufficient to support an inference that protected employee conduct motivated the adverse employer action, that the employer knew of the employee's protected activity and harbored an union animus against him. Once that showing has been made, the burden shifts to the Employer to demonstrate that the layoff was motivated by legitimate non-discriminatory reasons or that the same action would have taken place even in the absence of the alleged protected conduct.

In the instant case Jon Lee Mott (Mott) was hired by the Employer on April 18, 2012. The Employer hired Jon to do repairs and inspections to help work on a State Prison job. (See Declaration of Sarah Clark Exhibit 1)

Jon was hired as a sprinkler fitter to do repairs and inspections to help fulfill the State Prison Sprinkler/Ansul-Halon Systems Contract (Prison Job).

On March 26, 2012 Sarah Clark (Sarah) posted a job for a sprinkler Tech to fulfill the contract that was awarded to the Company on March 15, 2012.

The Company bid the state job on October 28, 2011. The Company was awarded the 3 year contract on March 15, 2012 (as stated above) for \$183,213. It was a three year contract (See Exhibit 12 Contract).

Robin Pelton (Robin) was the estimator and dispatcher for the Company. She does all the scheduling and bidding for the company. Robin Pelton had an email discussion with Maria Costa, (State of California Department of Corrections) who was in charge of the bid process of the Prison contract stated the company might have a problem with the bid on the prison that was previously awarded. (See Exhibit 13)

On April 16, 2012 Robin received an email from Maria stating that the Prison Job was suppose to be bid using Prevailing Wages which was omitted from the first contract.

Maria stated the contract had to be rebid with the Prevailing wage language. (See Exhibit email between Maria Costa and Robin Pelton ) (See Exhibit 13)

Robin called Maria for clarification of this email and Maria told her it appears that the Prevailing Wage Language was omitted from the contract and they are looking into if it needs to be Re-bid with the Prevailing Wage Language. (See Exhibit 12)

On April 16, 2012 after Robin had a conversation with Maria Costa and sent an email responding to the original email confirming work we have already done and work already on the schedule and wanting to know if we should continue (she was looking for written confirmation so we could get paid on work already done and scheduled)

On April 16, 2012 at 3:02pm Maria Costa stated the job had to be rebid. There was no further written or verbal contact that was received until June 4, 2012 when the contract was pulled and went out for rebid with the New Prevailing Wage Provision. The Company received a Rebid package (written notification of rebid due on July 12, 2012). (See Exhibit 12)

Upon receipt of the Rebid package Robin called Maria and got verbal confirmation to complete the current work in progress. She was told to complete and take all requests from prisons for work up until the rebid and due date was July 12, 2012 and to stop all work effective July 12, 2012. The rebid work for the prison was \$1,548,500 not the original bid of \$184,213.00

The Company finished all the scheduled work on June 21, 2012 and no further work was requested by any prisons covered by the original contract since.

Jon Lee Mott worked at the prisons finishing up the work in process until June 21, 2012. It was not until the last week of June 2012 that the Company realized how hard it was going to be to try to keep Jon Lee Mott working if the Company did not get the contract back.

The Company went through all of our annual 5 year work as well as outstanding quotes trying to get customers to agree to appointments but the work dried up by the first week in July 2012 and we had to start taking work from Janell to keep Jon working.

After we rebid the job, the Company started to get nervous about the large financial obligation for the company to take on such a contract due to the Company's past history with the State in which it took months to get paid by the State.

The State was not always paying us in a timely manner and given the Company's current financial position we were worried about the risk involved if we were awarded the re-bid. In addition, we had been unsuccessful in finding a subcontractor to fulfill the Halon portion of our contract since our Company does not do Halon systems. Thus, due to the Company not getting paid on time and not being able to do Halon Systems, the Company

decided to withdraw our rebid because we felt we could not fulfill our contractual obligations.

On July 17, the Company requested that our rebid package of \$1,548,500 be withdrawn.

On July 18, 2012 we were asked to put this in writing by the State and our bid was officially withdrawn on July 19, 2012.

Since the last week of June the Company had been struggling to keep John Lee Mott working and scheduled since without this contract the Company did not have enough work for two Sprinkler Technicians. Given the fact that Jon Lee Mott was hired to fulfill a contract that we no longer had we decided to permanently lay him off.

With respect to withdrawing our bid from the State Prison, the Company had a contract with the fire extinguishers with Solano Prison. After we did the annual work in December 2008, when the contract ran out of money, it took over 6 months to get the money added to the contract to pay a \$3600 bill.

The Company had another \$45,000 contract with the State to do the retrofit of all the kitchens at Mule Creek in April and May 2009. After the budget did not pass on time the Company got an IOU instead of a check and the Company was not paid for this work until September 9, 2009. This loss of revenue almost took the Company down and we lost a significant portion of our credit limit with our largest supplier, Ansul, due to be so past due on the bill for these supplies.

In June 2010, we billed for a contract for Hydro for Folsom Prison. After the budget short falls, the Company did not get paid until November 2010.

The Company did a job for the Department of Rehabilitation on April 2012, for the Ziggurat building for emergency services with an approved and signed PO order. On June 29, we were told by the Department they were out of money and even though they signed a contract there were no funds to pay for this PO, and we would have to file an appeal for non-payment if we did not receive a payment.

Based on the experience of lack of payment and the late payments from the State and the significant increase in the rebid of the prison job from approximately \$183,000 to approximately \$1,500,000 million coupled with the lack of work for John Lee Mott, the Company decided to permanently layoff John Lee Mott. On the morning of July 24, 2012, Alex Bastedo told John Lee Mott that due to incorrect contract language we lost the State Contract that he was specifically hired to fulfill and we did not have enough work for him so he was being permanently laid off. John Lee Mott told Alex he understood. Alex offered Jon a ride home and Jon said "No" would have Janell take him home.

(b)LEGAL ANALYSIS

First, based the case Wright Line, 251 NLRB 1083 (1980), the General Counsel must make a *prima facie* showing sufficient to support an inference that protected employee conduct was motivated the adverse employer action.

In the instant case, the Employer would have permanently laid off John Lee Mott since the Employer lost a major project since it was incorrectly bid from approximately \$183,000 dollars to approximately 1.5 million dollars due to an erroneous mistake of the bidding process of the State Prison. (See Exhibit 12)

Second, that the Employer knew of the employee's protected activity and harbored no union animus against him.

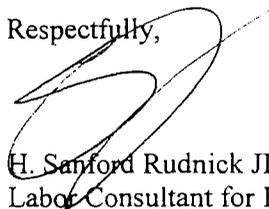
In the instant case, the Employer did not harbor any antiunion animus since the Employer was a Union member himself of the Teamsters and Janell was in the union Local 669 in the past as well. She is continuing to work at the Company. Moreover, the Employer hired John Lee Mott even though he had been in the Union before. Moreover, the Employer has hired other employees who worked for Union Companies as well in the past.

Third, once that showing has been made, the burden shifts to the Employer to demonstrate that the layoff was motivated by legitimate non-discriminatory reasons or that the same action would have taken place even in the absence of the alleged protected conduct.

In the instant case, the permanent layoff of Jon Lee Mott would have still been made since the Employer could not afford not to be paid by the State in an untimely manner and the bid was incorrectly done by the Prison by the original bid of approximately \$183,000 to \$1.5 million dollars. The Employer could not take on the financial responsibility of not being paid by the State. Also, the Employer did not have sufficient work for two sprinkler fitters in his small department. Hence, the Employer had to permanently layoff John Lee Mott to save the job of Janell and not to take substantial losses from State of not being paid on a timely basis. Also, the Employer could not get a subcontractor to do the specialized work that the Prison demanded.

Therefore, based upon the above reasons, Janell Darroch is a supervisor and John Lee Mott was permanently laid off due to the incorrect bid by the State Prison and the Employer lost the prison job. Hence, they should be both ineligible to vote.

Respectfully,



H. Sanford Rudnick JD  
Labor Consultant for River City Fire Equipment Inc., dba Fire Safe  
Cc: Sarah Clark

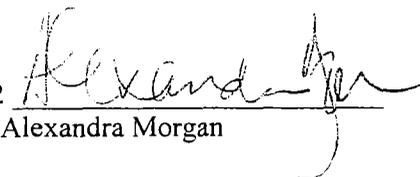
**PROOF OF SERVICE**

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On September 25, 2012, I personally mailed and faxed the Employers Challenges to the Conduct Affecting the Outcome of the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board Region 20  
901 Market St Suite 400  
San Francisco, Ca. 94103  
Tim Peck, Acting Regional Director (F 415-356-5156)

Osborne Law Offices  
Natalie Moffett, Attorney at Law  
4301 Connecticut Ave. NW S108  
~~Los Angeles, CA. 90010 (F 202-243-3207)~~  
WASHINGTON, DC 20008

I declare that the foregoing is true and correct to the best of my knowledge.

Date September 25, 2012   
Alexandra Morgan

## DECLARATION OF SARAH CLARK

1. I have been informed that this Declaration concerns the Challenges that were filed against the Road Sprinkler Fitters, Local 669 (Union) on September 4, 2012, concerning the Election that was held on August 29, 2012 in Case No. 20-RC-085547.
2. I am the Controller of River City Fire Equipment Inc. DBA Fire Safe (Employer) I have been the Controller since 9/15/2003.
3. The Employer is located at 2419 Sellers Way, West Sacramento, California. 95691. I handle all accounting and the labor relations for the employees concerning their hiring, firing and compensation, etc. The Employer services and sells fire extinguishers and performs sprinkler maintenance for some of the same clients that we service fire extinguishers for.

### JANELL DARROCH IS A SUPERVISOR AND NOT ELGIBLE TO VOTE

4. The Employer has only a one man unit which only includes a supervisor. Janell Darroch is the department supervisor and should be excluded to vote in the election. Janell Darroch was in charge of training Jon Lee Mott when he was hired on what to do on the jobs and what he needed on the job. Janell Darroch told me, the dispatcher, Robin Pelton and Alex Bastedo when John Lee Mott was ready to work and to work on his own in the field.
5. She trained him for approximately two weeks. Also, Janell Darroch used her independent judgment on the job that she had to follow up on repairing Jon Lee Motts mistakes on a job he did for the Employer.
6. Janell Darroch took some pictures of his mistakes and noted his mistakes and told me of his problems with his work quality and turned these pictures into the office. Also, Janell Darroch uses her independent judgment on what repairs to do on a job and does the estimating what the job needs and how the job should be bid. (Exhibit 11)
7. She decides what work needs to be done and draws up quotes in the field. Robin Pelton formalizes them on our letter head and sends them to our customers. We only have a one man unit now and do not intend to hire any more employees in the future to do sprinkler repairs as this is a small portion of our business and we lost the State Contract and had to permanently layoff John Lee Mott. He is not eligible to vote in the election as well.
8. Janell Darroch expends the Company credit and buys parts for the jobs and gas for the Company truck on the company accounts solely based on her judgment as a supervisor. Additionally, Janell Darroch purchases parts and job supplies with her own funds and then get reimbursement for the funds she spent without anyone else's authorization. (See Exhibit 2-10)

EXHIBIT \_\_\_\_\_

1  
42

9. Janell Darroch is not required to check in and out of jobs sites with the office or anyone at the Company as she leaves from her own home and return to her home when her work is completed. She leaves the job site at her own discretion.

10. Janell Darroch only comes to the office when she is running low on supplies or needs to turn in paper work for the administrative staff to process.

11. She makes the determination on repair work as far as what she can and cannot do and advises the dispatcher accordingly.

12. Janell Darroch does job walks and determines if we should bid on contract work and determines the scope of the work, parts needed, contacts the supplies for quotes and if the Employer is qualified to do the work. (See Exhibit 2-10)

13. In fact, when we told Janell Darroch that we were going to hire another staff member, John Lee Mott to fulfill a State Contract, I told her she was going to be the department supervisor and gave her a raise effective May 1, 2012 (increase in commission pay to provide for increased responsibilities).

14. As I stated above, Janell Darroch supervised Jon Lee Mott. When he was first hired he rode with Janell. She made sure he knew what he was doing and trained him where needed. Janell Darroch told us (Robin Pelton, Alex Bastedo and I) when she felt he was ready to be on his own in the field, as well as she would oversee his work when both of them were required on the same job.

15. Additionally, Janell Darroch had to follow up on a repair job Jon Lee Mott did in order to fix some mistakes he made (warranty repairs) in that she took pictures and noted his mistakes, and problems with his work quality and provided pictures to the office. She reviewed Jon's sprinkler reports on several occasion to check for errors prior to them being turned into the AHJ. (See Exhibit 11)

16. Another example of her supervising Jon was when he broke something on a sprinkler repair and wasn't sure he could fix it. Janell Darroch left the job she was on and went to help Jon and make sure things were under control and to see if Jon was capable of finishing the job. (See Exhibit 17 This is the Ferguson bill Janell picked up part to help Jon to fix job at Adobe Lumber )

17. Now that we are a one-man unit, Janell Darroch is her own supervisor when on the jobsite. She decides what work needs to be done and draws up quotes in the field (Robin Pelton formalizes them on our letter head and sends to customer).

18. She purchases tools, parts and job supplies as she needs/sees fit without prior authorization (on our accounts or with her funds - then seeks reimbursement for the funds she spent without anyone else's authorization). (See Exhibit 2-10)

**Fire & Fabrication, Inc**  
233 HARTER AVENUE  
WOODLAND, CA 95776-5917

INVOICE NUMBER	CUSTOMER	ALR PAGE
3248929	7312	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
866-928-1577

FERGUSON FIRE & FAB #703  
FILE# 56809  
LOS ANGELES, CA 90074-6809

0000050 01 AT 0.374 01 TR 011 FRIDDF01 000000  
RIVER CITY FIRE EQUIP  
DBA FIRE SAFE  
PO BOX 980305  
WEST SACRAMENTO, CA 95691

COUNTER PICK UP  
233 HARTER AVENUE  
WOODLAND, CA 95776-5917



IP USE	SELL WHSE	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
7	707	CAE	JANELLE	707	FAIRFIELD	07/12/12	26280

QUANTITY	UNIT	PRICE	AMOUNT
1			
4		121.524	EA
			121.52
			121.52

**POSTED**  
FEB 2

**EXHIBIT 17**

NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS BE SUBJECT TO CALIFORNIA'S WATER CONTAMINATION CONTROL ACT WITH LOW LEAD LAWS. THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER APPLICATIONS.

15: NET 10TH PRIEN	ORIGINAL INVOICE	121.52
--------------------	------------------	--------



19. Again, Janell Darroch is not required to check in and out of job sites with the office or anyone at the company as she leaves from her home and returns there when her work is completed (leaves job sites at her discretion).

20. Janell Darroch only comes to office when she is running low on supplies or needs to turn in paper work for the administration staff to process. She makes determinations on repair work as far as what she can and can't do and advises Robin accordingly.

21. Janell Darroch does job walks for quotes and determines if we should bid on contract work (determines scope of work, parts need, contacts supplies for quotes, if were qualified to do work, etc...).( See Exhibits 2-10)

22. Based upon the above, Janell Darroch is a supervisor pursuant to Section 2(11) of the Act due to her changed circumstances and her duties on the job and should be excluded from voting in the election.

23. On August 29, 2012 Janell Darroch was working on a 5 year sprinkler inspection at Lincoln Gardens Senior Apartments. After the fact, I found out about the following from Janell. Apparently when she was done with the job and leaving she backed up into a fence and broke several boards. The Manager saw it and approached her. Janell decided to use her independent judgment to fix the fence without calling into the office or notify the Company of the incident. She told the manager she would do the repairs and fix the damages she caused. She went and got the supply's and fixed the damages. The Company was not notified until after when she called to tell me how they "love her" because she made such fast decisions and quickly responded to their complaints.

24. On August 10, 2012, Janell was scheduled for a five year job. She went to the wrong place and started the five year inspection, after she was two hours into it she realized she was at the wrong location. She explained to the management at the current building she was working on her mistake and asked them if they would like her to come back and finish the five (5) year since it was due. They gave her a verbal approval and she went back to finish it. Additionally, she chose to bill them instead of collecting payment up front as is our company policy on new customers. She made all the decisions without my or Robins knowledge. We first learned of her being at the wrong location when the original customer called to find out why she was two hours late. I also learned several days later when she turned in her paper work of her decision to let a new customer charge on account for the services rendered.

## PERMANENT LAYOFF OF JON LEE MOTT

25. With respect to the permanent layoff of Jon Lee Mott he was hired on April 18, 2012 to be a sprinkler fitter to do repairs and inspections to help work on the job at the State Prison Sprinkler/Ansul/Halon Systems Contract. (Prison Job)

26. On March 26, 2012 I posted a job for a sprinkler Tech to fulfill the contract that was awarded to the Company on March 15, 2012.

27. The Company was awarded the state job on March 15, 2012 which is stated above. Our Company obtained the job at \$183,213. It was a three year contract. (See Exhibit 12 Contract) The second rebid contract is included in the same Exhibit 12.) We bid the state job on October 28, 2011. It was awarded on March 15, 2012.

28. Robin Pelton, (Robin) the estimator and dispatcher at the Company and does all the scheduling and bidding for the company. Robin Pelton had an email discussion with Maria Costa who was in charge of the bid process of the Prison stated the company might have a problem with the bid on the prison.

29. On April 16, 2012 Robin received an email from Maria stating that the Prison Job was supposed to be bid using Prevailing Wages which was omitted from the first contract. Maria stated the contract had to be rebid with the Prevailing wage language. (See Exhibit 13 email between Maria Costa and Robin Pelton )

30. Robin called Maria for clarification of this email and Maria told her it appears that the Prevailing Wage Language was omitted from the contract and they are looking into if it needs to be Rebid with the Prevailing Wage Language.

31. On April 16, 2012 after Robin had a conversation with Maria Costa and sent an email responding to the original email confirming work we have already done and work already on the schedule and wanting to know if we should continue (she was looking for written confirmation so we could get paid on work already done and scheduled)

32. On April 16, 2012 at 3:02pm Maria Costa stated the job had to be rebid. There was no further written or verbal contact that was received until June 4, 2012 when the contract was pulled and went out for rebid with a prevailing wage Provision. (See Exhibit 12) The Company received a Rebid package (written notification of rebid due on July 12, 2012.)

33. Upon receipt of the Rebid package Robin called Maria and got verbal confirmation to complete the current work in progress. She was told to complete and take all requests from prisons for work up until the rebid due date of July 12, 2012 and to stop all work effective July 12, 2012. The rebid work for the prison was \$1,548,500 not the original bid of \$184,213.00

34. The Company finished all the scheduled work on June 21, 2012 and no further work was requested by any prisons covered by the original contract since.

35. Jon Lee Mott worked at the prisons finishing up the work in process until June 21, 2012. It was not until the last week of June 2012 that the Company realized how hard it was going to be to keep Jon Lee Mott working if the Company did not get the contract back.

36. The Company went through all of our annual 5 year work as well as outstanding quotes trying to get customers to agree to appointments but the work dried up by the first week in July 2012 and we had to start taking work from Janell to keep Jon working.

37. After we rebid the job, the Company started to get nervous about the large financial obligation for the company to take on such a contract due to the Company's past history with the State in which it took months to get paid by the State. (See Exhibit 14)

38. The State was not always paying us in a timely manner and the Company's current financial position. In addition, we had been unsuccessful in finding a subcontractor to fulfill the Halon portion of our contract since our Company does not do Halon systems. Thus, due to the Company not getting paid on time and not being able to do Halon Systems, the Company decided to withdraw our rebid because we felt we could not fulfill our contractual obligations. (See Exhibit 14)

39. On July 17, the Company requested that our rebid package of \$1,548,500 be withdrawn.

40. On July 18, 2012 we were asked to put this in writing by the State and our bid was officially withdrawn on July 19, 2012.

41. Since the last week of June the Company had been struggling to keep John Lee Mott working and scheduled since without this contract the Company did not have enough work for two Sprinkler Technicians.

42. With respect to withdrawing our bid from the State Prison, the Company had a contract with the fire extinguishers with Solano Prison. After we did the annual work in December 2008, when the contract ran out of money, it took over 6 months to get the money added to the contract to pay a \$3600 bill.

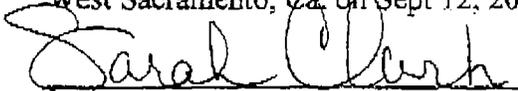
43. The Company had another \$45,000 contract with the State to do the retrofit of all the kitchens at Mule Creek in April and May 2009. After the budget did not pass on time the Company got an IOU instead of a check and the Company was not paid for this work until September 9, 2009. This loss of revenue almost took the Company down and we lost a significant portion of our credit limit with our largest supplier, Ansul, due to be so past due on the bill for these supplies.

44. In June 2010, we billed for a contract for Hydro for Folsom Prison. After the budget short falls, the Company did not get paid until November 2010.

45. The Company did a job for the Department of Rehabilitation on April 2012, for the Ziggurat building for emergency services with an approved and signed PO order. On June 29, we were told by the Department they were out of money and even though they signed a contract there were no funds to pay for this PO, and we would have to file an appeal for non-payment if we did not receive a payment.

46. Based upon the experience of lack of payment and the late payment of the State and the significant increase in the rebid of the prison job from approximately \$183,000 to approximately \$1,500,000 dollars coupled with the lack of work for John Lee Mott the Company decided to permanently lay off Jon Lee Mott. On the morning of July 24, 2012, Alex Bastedo told John Lee Mott due to incorrect language in the State Contract we lost the State Contract that he was specifically hired to fulfill and we did not have enough work for him so he was being permanently laid off. John Lee Mott told Alex he understood. Alex offered Jon a ride home and Jon said "No" he would have Janell take him home. (See Exhibit 2 15,16,17)

I declare the above declaration is true to the best of my knowledge and was executed in West Sacramento, Ca, on Sept 12, 2012.



Sarah Clark, Controller



Stoneridge  
15,200



More saving.

324 NORTH SUNRISE BLVD.  
ROSEVILLE, CA 95661 (916)782-9600

0636 00001 20030 03/28/12 12:46 PM  
CASHIER JAZMIN - JLU6655

01288840681C 1/2 PLUG BLA <A>  
1/2" BLK PLUG 2.28  
281.14  
MAX REFUND VALUE \$2.23/2  
01288840648G 1/2 TEE BLAC <A>  
1/2" BLK TEE 10.69  
801.69  
MAX REFUND VALUE \$13.25/8  
03288811008C 1/2 GATEFPT <A>  
1/2" GATE VALVE FPT NL 6.77  
MAX REFUND VALUE \$6.64  
01288815995C TEST GAUGE <A>  
WATER PRESSURE TEST GAUGE 10.68  
MAX REFUND VALUE \$10.46

PRO-REWARDS  
13.25 Bronze -0.67  
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 10.68  
SALES TAX 1.11  
TOTAL \$11.79  
CASH 40.00  
CHANGE DUE 5.06

PRO REWARDS

Pro Rewards Savings 2012 \$ 14.96  
Total qualifying spend \$ 732.03  
Add'l spend for next level \$9267.97

Multiple purchases made on the same day apply overnight to Pro Rewards totals. For questions about any Pro Rewards program, please call 1-866-333-3551. Hable Español



0636 01 20030 03/28/2012 7183

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
90 06/26/2012

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE AVAILABLE NOW ON HOMEDEPOT.COM. CONVENIENT, EASY AND MOST ORDERS READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE TO WIN A \$5,000 HOME DEPOT GIFT CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win at: www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID: 40985 40350

Password: 12178540349

Entries must be entered by 04/27/2012. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

50700 15,200



Stoneridge

More saving.  
More doing.

324 NORTH SUNRISE BLVD.  
ROSEVILLE, CA 95661 (916)782-9600

0636 00006 34329 04/17/12 09:58 AM  
CASHIER KAYLA - KNP4492

01288840648G 1/2 TEE BLAC <A>  
1/2" BLK TEE 10.69  
1001.69  
MAX REFUND VALUE \$16.50/10  
PRO REWARDS

16.90 Bronze  
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 10.68  
SALES TAX 1.11  
TOTAL \$11.79  
CASH 40.00  
CHANGE DUE 5.06

PRO REWARDS SAVINGS \$0.34

CUSTOMER RECOGNITION NO #00-###-4486  
MEMBERSHIP LEVEL: Bronze

Pro Rewards Savings 2012 \$ 16.46  
Total qualifying spend \$ 805.28  
Add'l spend for next level \$9196.72

Multiple purchases made on the same day apply overnight to Pro Rewards total. For questions about any Pro Rewards program, please call 1-866-333-3551. Hable Español



0636 06 34329 04/17/2012 9693

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
90 07/16/2012

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE AVAILABLE NOW ON HOMEDEPOT.COM. CONVENIENT, EASY AND MOST ORDERS READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE TO WIN A \$5,000 HOME DEPOT GIFT CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win at: www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID: 69583 68953

Password: 12217 68947

Entries must be entered by 05/17/2012. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

EXHIBIT 2A



*Handwritten:* 15,200  
15,200  
15,200

More saving.  
More doing.

2755 SUNRISE BLVD.  
RANCHO CORDOVA, CA. 95670 (916)852-0900

0652 00002 44556 07/27/12 08:51 AM  
CASHIER MATTHEW - MXL5265

731919250520 GNGORGLVMD <A>	4.97
GREASE MONKEY GRILLA GRIP GLV MED	
008235900910 ELEC WALLDOR <A>	
WALLOO ELECTRICAL-25 PK	
445 94	23.76
<hr/>	
SUBTOTAL	28.73
SALES TAX	2.23
TOTAL	\$30.96
CASH	100.00
CHANGE DUE	69.04



0652 02 44556 07/27/2012 6420

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90 10/25/2012

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY-ONLINE-PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!

Show Your Opinion-With Us! Complete  
the brief survey about your store visit  
and enter for a chance to win at:

[www.homedepot.com/opinion](http://www.homedepot.com/opinion)

COMPARTA SU OPINION EN  
UNA BREVE  
ENCUESTA PARA LA OPORT  
UNIDAD DE GANAR.

User ID:  
90073-89423  
Password:  
12377 89421

Entries must be entered by 08/26/2012  
Entrants must be 18 or older to enter  
See complete rules on website. No  
purchase necessary.

*Handwritten:* Jamul's Truck  
AutoZone 5720  
1400 U CAPITOL  
WEST SACRAMENTO, CA  
(916) 372-6386  
60740.15.200

1031477 YR-3510	4.49 P
Patrol Universal Fit	
3" Blind Spot Mirror, 2 PK	
SUBTOTAL	4.49
TOTAL TAX @ 7.750%	0.35
TOTAL	4.84
XXXXXXXXXXXX8346 DEBIT	4.84
APPROVAL #	
DEBIT CASH BACK	40.00
DEBIT TOTAL	44.84
CHANGE	40.00

REG. 501 CSR #05 RECD. 11 0779.639  
CLER. TRANS #819699  
STORE #5720  
DATE 05/15/2012 15:25

NO OF ITEMS SOLD 1



\*5720819699051512\*

Llena esta encuesta visitando  
[autozonecares.com](http://autozonecares.com) o llamando al  
1-800-598-8943. La mejor  
oportunidad de ganar \$10,000  
te es necesario efectuar una compra  
termina el 5/31/12. Sujeto a las  
reglas oficiales en el sitio  
[www.autozonecares.com](http://www.autozonecares.com)

Ref No:  
5720-819699-120515-3

Take a survey for a  
chance to win \$10000

at [www.autozonecares.com](http://www.autozonecares.com)  
or by calling 1-800-598-8943.  
No purchase necessary. Ends 5/31/12  
Subject to full official rules  
at [www.autozonecares.com](http://www.autozonecares.com)

Ref No:  
5720-819699-120515-3

EXHIBIT *26*



More saving. More doing.

1860 E MAIN STREET WOODLAND, CA 95776 (530)661-1201

1068 00008 55320 06/12/12 10.29 AM  
 CASHIER JERALDYN -- JXG6965

032888992009 10 IN NIPP <A>  
 2"X10" GAL NIPPLE 21.90  
 2010.95  
 MAX REFUND VALUE \$21.46/2

032888991903 2 IN NIPPL <A>  
 2"X CLOSE GALV STEEL PIPE NIPPLE 7.32  
 202.66  
 MAX REFUND VALUE \$7.18/2

032888991927 3 IN NIPPL <A>  
 2"X3" GALV STEEL PIPE NIPPLE 12.70  
 204.26  
 MAX REFUND VALUE \$12.52/3

032888405868 2IN GAL CPLG <A>  
 2" GALV IRON FPT-COUPLING 16.92  
 208.46  
 MAX REFUND VALUE \$16.58/2

032888405622 2 GAL UNION <A>  
 2" GALV UNION 27.75  
 MAX REFUND VALUE \$27.19

032888991965 5 IN NIPPL <A>  
 2"X5" GAL NIPPLE 18.72  
 206.24  
 MAX REFUND VALUE \$18.35/3

046874530348 CURB KEY <A> 16.05  
 1-1/2X60" STEEL WATER METER KY  
 MAX REFUND VALUE \$15.73

121 44 Bronze -2.43  
 MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 119.01  
 SALES TAX 9.52  
 TOTAL \$128.53  
 XXXXXXXXXXXXXXX346 DEBIT 128.53  
 AUTH CODE 732745

PRO REWARD SAVINGS \$2.43

CUSTOMER RECOGNITION NO. ###-###-1486  
 MEMBERSHIP LEVEL: bronze

Pro Rewards Savings 2.43 \$ 30.53  
 Total qualifying spend \$1494.00  
 Addl spend for next level \$8506.00

Multiple purchases made on the same day apply overnight to Pro Rewards totals. For questions about any Pro Rewards program, please call 1-866-333-3551. Hablo Espanol.



1068 08 55320 06/12/2012 30

RETURN POLICY DEFINITIONS  
 POLICY ID DAYS POLICY EXPIRES ON  
 A 1 90 09/10/2012

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURN. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE AVAILABLE NOW ON HOMEDEPOT.COM. CONVENIENT, EASY AND MOST ORDERS READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE TO WIN A \$5,000 HOME DEPOT GIFT CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID: 111997 110937  
 Password: 12312 110929  
 Entries must be entered by 07/12/2012.

Job cost 15.00  
 Pinnacle # 71647

LOWE'S  
 LOWE'S HW, INC.  
 10201 FAIRMWAY DRIVE  
 ROSEVILLE, CA 95678 (916) 771-7111

SALE  
 SALES# 1071492 13 TRANS# 59410411 07-27-12

23904 2" SCH40 ADAPTER 436020 2.50  
 2 @ 1.25  
 23910 2" SCH40 ELBOW 406020 1.98  
 24089 2" X 8" GALV PIPE NIPPLE 8.62  
 30067 2" GALV COUPLING 7.68  
 232593 CHRISTY 8 02 PVC RED HOT 4.97

SUBTOTAL: 25.75  
 TAX: 1.87  
 INVOICE 05349 TOTAL: 27.62  
 CASH: 40.00  
 CHANGE: 12.38

STORE: 1207 TERMINAL: 05 07/27/12 10:33:56  
 # OF ITEMS PURCHASED: 6  
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
 SEE REVERSE SIDE FOR RETURN POLICY.  
 STORE MANAGER: MATTHEW HETTLINGER

WE HAVE THE LOWEST PRICES, GUARANTEED!  
 IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%  
 SEE STORE FOR DETAILS.

YOUR OPINIONS COUNT!  
 REGISTER TO WIN A \$5,000 LOWE'S GIFT CARD!  
 REGISTRARSE PARA GANAR UNA TARJETA DE REGALO LOWE'S!

REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY  
 WITHIN ONE WEEK AT www.loves.com/survey  
 Y OBTENER UNA OPORTUNIDAD DE GANAR UNA TARJETA DE REGALO LOWE'S!

NO PURCHASE NECESSARY TO ENTER OR WIN.  
 VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.  
 OFFICIAL RULES & WINNINGS AT: www.loves.com/survey

STORE: 1207 TERMINAL: 05 07/27/12 10:33:56

EXHIBIT 20

*Orchard*  
**Orchard Supply Hardware**  
 1350 East Main St.  
 Woodland, Ca 95694  
 (530) 662-1162

*Janet*

740 03 611 7294 06/12/12 14:43:03

**Orchard**

NORMAL SALE  
 000032888405073 90 ELL GALV 9.29 9.29 T

000032888405073 90 ELL GALV 9.29 9.29 T

**Orchard**  
 000032888405073 90 ELL GALV 9.29 9.29 T

0000019442152932 NIPPLES GALV 3.79 3.79 T

0000019442152864 NIPPLES GALV 3.79 3.79 T

**Orchard**  
 0000019442152864 NIPPLES GALV 3.79 3.79 T

0000019442152888 NIPPLES GALV 4.29 4.29 T

0000019442152707 NIPPLES GALV 4.29 4.29 T

0000019442152871 NIPPLES GALV 4.09 4.09 T

**Orchard**  
 0000019442152871 NIPPLES GALV 4.09 4.09 T

0000019442152895 NIPPLES GALV 4.59 4.59 T

0000019442152895 NIPPLES GALV 4.59 4.59 T

0000019442152918 NIPPLES GALV 4.59 4.59 T

**Orchard**  
 0000019442152918 NIPPLES GALV 4.59 4.59 T

0000032888405073 90 ELL GALV 9.29 9.29 T

000003872808580 CABLE SAW 6.99 6.99 T

0000049081140908 90 ELL SXS 2.39 2.39 T

0000049081140908 90 ELL SXS 2.39 2.39 T

**Orchard**  
 0000049081140908 90 ELL SXS 2.39 2.39 T

0000049081131968 MALE ADAPTER HTXS 1.39 1.39 T

0000049081137663 COUPLINGS SXS 0.99 0.99 T

0000049081137663 COUPLINGS SXS 0.99 0.99 T

**Orchard**  
 0000049081137663 COUPLINGS SXS 0.99 0.99 T

0000049081137663 COUPLINGS SXS 0.99 0.99 T

0000019442152949 NIPPLES GALV 6.89 6.89 T

0000011651282103 UNION SXS SCHEDULE 13.99 13.99 T

0000038728120175 PIPE & CUTTING CUTTER 29.99 29.99 T

0000754826203458 SCHEDULE 40 X 9 17.99 17.99 T

**Orchard**  
 SUBTOTAL 104.97

TAX @ 8.000% 8.40

TOTAL 113.37

DEBIT NO. XXXXXXXXXXXXXXXX 100 77

EXHIBIT 2D

Orchard

Your receipt number is 074003729408122012



Orchard SHOP OSH  
for thousands of products  
Shop WWW.OSH.COM

\* \* \* \* \*  
is required for a full refund  
90-day sale (before 09/10/12)  
Your receipt dated within  
For last and easy returns, please know  
\* \* \* \* \*  
Sunday - 10 AM - 8 PM  
Thursday to Saturday - OPEN 7 AM - 10 PM  
Monday to Wednesday - OPEN 7 AM - 10 PM  
Open for your shopping convenience!

Orchard

CHANGE  
AUTH NO: 532169  
Trace #: 857287  
DEBIT NO: XXXXXXXXXX8346  
TOTAL  
TAX @ 8.00%: 1.80  
SUBTOTAL 184.97

000075482620345B SCHEMULEE 2.99  
0000038728120 V5 PIPE & UNIFORM CUTTER 13.99  
000011657282137653 SXS SCHEMULEE 13.99

Orchard  
000019442152949 NIPPLES GALV 6.89  
0000049081137653 COUPLINGS SXS 0.99

Orchard  
0000049081137653 COUPLINGS SXS 0.99  
0000049081137653 COUPLINGS SXS 0.99

0000049081131968 MALE ADAPTER MTXS 1.39  
0000049081131968 MALE ADAPTER MTXS 1.39

0000049081131968 MALE ADAPTER MTXS 1.39  
0000049081140908 ELL SXS 2.39

Orchard  
000049081140908 ELL SXS 2.39

Apply

POLICY

SHO purchase. If  
with the original  
will refund or  
method of

of a valid photo  
recorded at the  
in a  
and its affiliates  
areas or refuse

urchase, we will  
bit card  
a credit card  
ore Credit

ase, we will

with a credit  
credit

with

product  
base

\* PL

Lot

CASH

05

17

01

EXHIBIT 25

*Janell*  
*15.20*  
*Janell*

**Orchard Supply Hardware**  
 1350 East Main St.  
 Woodland, Ca. 95696  
 \*\* (530) 662-1167 \*\*



**More saving.  
 More doing.™**

**Orchard**  
 746 68 408 4591 06/27/12 17:04:23

1860 E MAIN STREET  
 WOODLAND, CA 95776 (530)661-1201

1068 00002 65751 07/10/12 12:55 PM  
 CASHIER JERALDYN - JXG6965

NORMAL SALE  
 000003069531929 HEX NUT 5/8-11  
**Orchard** 3:49 3:49 T  
 11FX=BOE 5/8-11X8 2:99 23:92 T  
 HX BOLT 11X7 2:49 4:98 T  
 6030951 NUTS-BOLT CHART 3:00 T  
 SUBTOTAL 35.39  
 TAX @ 8.000% 2.83  
 TOTAL 38.22  
 DEBIT-NO:XXXXXXXXXX8346 38.22  
 T-# 4: 616254  
 WITH NO: 532272  
 CHARGE

655473 USS HX NUT <A>  
 HEX NUTS- USS 5/8 2.80  
 880.35  
 MAX REFUND VALUE \$2.74/8  
 CLG HEX BOLT <A>  
 5/8-11"x7" HEX BOLT ZP (CLG) 18.00  
 882.25  
 MAX REFUND VALUE \$17.65/8  
 045242195046 1/2 SOCKET <A>  
 MILWAUKEE 1/4"x1/2" SQ SOCKET ADAPTER 7.98  
 283.99  
 MAX REFUND VALUE \$7.82/2  
 051655202028 1/4QR RATCHET <A> 9.97  
 HUSKY 1/4" QUICK RELEASE RATCHET  
 MAX REFUND VALUE \$9.77  
 051635695615 1/4EXTSET <A> 11.97  
 HUSKY 3PC 1/4" DRIVE EXTENSION SET  
 MAX REFUND VALUE \$11.73  
 731919032041 10PR GLOVES <A> 7.88  
 FIRM GRIP 10 PAIR NITRILE GLOVES  
 MAX REFUND VALUE \$7.72  
 PRO-REWARDS  
 58.60 Bronze 1.17  
 MUST RETURN ALL ITEMS FOR A FULL REFUND

Open For Your Shopping Convenience !!  
 Monday To Wednesday - OPEN 7 AM TO 9 PM  
 Thursday To Saturday - OPEN 7 AM TO 10 PM  
 Sundays - OPEN 8 AM TO 9 PM

SUBTOTAL 57.43  
 SALES TAX 4.59  
 TOTAL \$62.02  
 XXXXXXXXXXXX8346 DEBIT 62.02  
 CODE 531537

**Orchard**  
 90 days of satisfaction  
 is required for a full refund

PRO REWARDS SAVIN \$1.17

CUSTOMER RECOGNITION NO. ###-###-4486  
 MEMBERSHIP LEVEL: Bronze

Shop us online  
 1-866-746-7674

Pro Rewards Savings 2012 \$ 40.53  
 Total qualifying spend \$1982.31  
 Addl spend for next level \$8017.69

Multiple purchases made on the same day  
 apply overnight to Pro Rewards totals.  
 For questions about any Pro Rewards  
 program, please call 1-866-333-3551.  
 Hablo Espanol:--



Your Receipt Number is:  
 074008458106272012



1068 02 65751 07/10/2012 0932

**Orchard**  
 SUPPLY HARDWARE

RETURN POLICY DEFINITIONS  
 POLICY ID DAYS POLICY EXPIRES ON  
 A 1 90 10/08/2012

THE HOME DEPOT RESERVES THE RIGHT TO  
 LIMIT / DENY RETURNS. PLEASE SEE THE  
 RETURN POLICY SIGN IN STORES FOR  
 DETAILS.

BUY ONLINE PICK-UP IN STORE  
 AVAILABLE NOW ON HOMEDEPOT.COM.  
 CONVENIENT, EASY AND MOST ORDERS  
 READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE  
 TO WIN A \$5,000  
 HOME DEPOT GIFT  
 CARD!

Share Your Opinion With Us! Complete  
 the brief survey about your store visit  
 and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN  
 UNA BREVE  
 ENCUESTA PARA LA OPORT  
 UNIDAD DE GANAR.

User ID:  
 132859 131793  
 Password:  
 12360 131791

Entries must be entered by 08/09/2012  
 Entrants must be 18 or older to enter.  
 See complete rules on website. No  
 purchase necessary.

EXHIBIT 2F



690 RIVERPOINT CT  
WEST SACRAMENTO, CA 95605 (916)617-2128

1846 00002 83548 06/29/12 11:05 AM  
CASHIER KAREN - KBP1N8

03283403073 2IN GAL 90 EL <A> 9.66  
2" GAL ELBOW 90DEG  
MAX REFUND VALUE \$9.46  
012181124956 WO WRD OT <A> 9.97  
- 32 OZ PVC CEMENT WET N FAST #735  
MAX REFUND VALUE \$9.77  
039923194565 ABS ADPTR <A>  
2" ABS FEMALE ADAPTER HXFPT  
20C.23 6.46  
MAX REFUND VALUE \$6.34/2  
039923201263 ABS COUPLING <A> 0.99  
2" ABS COUPLING HXH  
MAX REFUND VALUE \$0.97  
038753308920 ABS CEMENT <A> 7.70  
16CZ ABS CEMENT MEDIUM BLACK  
MAX REFUND VALUE \$7.55  
372813 2FT ABS <A> 3.85  
2IN X 2FT ABS PIPE  
MAX REFUND VALUE \$3.77  
-----PRO REWARDS-----  
38.63 Bronze -0.77  
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 37.86  
SALES TAX 2.93  
TOTAL \$40.79  
XXXXXXXXXXXX8346 DEBIT  
AUTH CODE: 962929

PRO REWARDS SAVINGS \$0.77

CUSTOMER RECOGNITION NO. ###-###-4186  
MEMBERSHIP LEVEL: Bronze

Pro Rewards Savings 2012 \$ 37.54  
Total qualifying spend \$1837.27  
Addl spend for next level \$8162.73

Multiple purchases made on the same day apply overnight to Pro Rewards totals. For questions about any Pro Rewards program, please call 1-866-333-3551. Hablo Espanol.



1846 02 83648 06/29/2012 7650

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 09/27/2012

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM.  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win it.

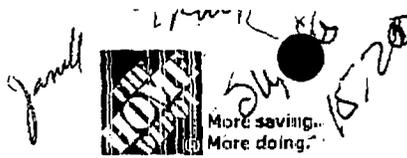
www.homedepot.com/opinion

COMPARTA SU OPINION EN  
UNA BREVE  
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:  
169431 167587

Password:  
12329 167585

Entries must be entered by 07/29/2012.  
Entrants must be 13 or older to enter.  
See complete rules on website. No purchase necessary.



1860 E MAIN STREET  
WOODLAND CA 95776 (950)661-1271

1068 0000 12467 06/27/12 09:47 AM  
CASHIER SELF CHECK OUT - SCOT55

049206159440 FG LHSVLRP <A> 25.97  
HUSKY FBGL HANDLE DIGGING SHOVEL  
MAX REFUND VALUE \$25.45

-----PRO REWARDS-----  
25.97 Bronze 0.52  
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 0.45  
SALES TAX 2.04  
TOTAL 27.49  
CASH 30.00  
P.O.#/JOB NAME: TRUCK 5.00  
CASH  
P.O.#/JOB NAME: TRUCK 1.00  
CASH  
P.O.#/JOB NAME: TRUCK 1.00  
CASH  
P.O.#/JOB NAME: TRUCK  
CASH  
P.O.#/JOB NAME: TRUCK  
CHANGE DUE 0.00

PRO REWARDS SAVINGS \$0.52

CUSTOMER RECOGNITION NO. ###-###-4186  
MEMBERSHIP LEVEL: Bronze

Pro Rewards Savings 2012 \$ 56.27  
Total qualifying spend \$1174.94  
Addl spend for next level \$8225.06

Multiple purchases made on the same day apply overnight to Pro Rewards totals. For questions about any Pro Rewards program, please call 1-866-333-3551. Hablo Espanol.



1068 00 12467 06/27/2012 9501

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 09/25/2012

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win it.

www.homedepot.com/opinion

COMPARTA SU OPINION EN  
UNA BREVE  
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:  
36291 85279

Password:  
12327 85223

Entries must be entered by 07/27/2012.  
Entrants must be 18 or older to enter.  
See complete rules on website. No purchase necessary.

EXHIBIT 25

# In-Home Quote Information

FOR OFFICE USE ONLY! TURN INTO ROBIN

Proposal For: <i>Westgate Village</i>	Date: <i>8/31/12</i>	Tech: <i>Janell</i>
Address: <del>111</del> <i>839 W. Lincoln</i>	Job Name: <i>530-662-7596</i>	
City, State, Zip: <i>Woodbury</i>	Contact:	
Phone:	Fax:	Job Phone:
		Job to Start:

Scope of repairs (details of work that needs to be performed):

*Repair Leaking Sprinkler Pipe in Residence*

Parts needed and Cost: *PARTS: \$124.<sup>50</sup> + TAX*

Equipment Rental needed/Days needed: *Labor 5 hours*

Labor Hrs. to complete:

Helper needed:

Additional Tools, Supplies or Drywall repairs needed to complete:

Other Services customer needs (Fire Extinguishers, Backflow, Hood Systems (Kitchen fire suppression)):

EXHIBIT 2

Robin

---

From: sumowumo1@yahoo.com  
Sent: Wednesday, August 22, 2012 12:52 PM  
To: robin@rivercityfireequip.com  
Subject: Quote

Quote for  
Woodside Glen apartments  
311 N College  
Woodland

Fax; 530-662-8983

Device opened below 2 Psi  
Rebuild Relief Valve on Device s/n: 407916

Parts. \$87.05  
Labor: \$195.00  
Retest fee: \$75.00

Total: 347.05 + tax

Customer notified of price... just need approval.  
*Connected by DROID on Verizon Wireless*

EXHIBIT 3A

8/22/2012

**Robin**

**From:** J D [sumowumo1@yahoo.com]  
**Sent:** Wednesday, September 05, 2012 1:59 PM  
**To:** Robin River City Fire  
**Subject:** KVIE Quote  
**Attachments:** Quote for KVIE 1.xls  
Quote for:

2009-7-17  
338

KVIE  
2030 E. El Camino Sacramento

	Total Heads	Labor Each	\$ T
Corrections to Achieve Annual Certification:			
Replace Sprinkler Heads that are wrong rating, type or Painted All Heads should match existing type: 155 degree Standard Response Chrome, SSP with Chrome Escutcheons, 1/2 inch	27	\$45.00	\$
Customer Parts Costs:			\$
Add two heads ti Programming Office: Heads are more than 7'- 6" off of wall (10'6" currently) due to Wall remodel	2	\$380.00	\$
Customer Parts Costs:			\$
<b>TOTAL:</b>			\$

NOTE: Customer states they will provide missing escutcheons and install  
This needs to be completed for Certification

EXHIBIT 36

Quote for:

KVIE  
2030 E. El Camino Sacramento

	Total Heads
Corrections to Achieve Annual Certification:	
Replace Sprinkler Heads that are wrong rating, type or Painted	27
All Heads should match existing type: 155 degree Standard Response Chrome, SSP with Chrome Escutcheons, 1/2 inch	

Customer Parts Costs:

Add two heads ti Programming Office:	
Heads are more than 7'- 6" off of wall (10'6" currently) due to Wall remodel	2

Customer Parts Costs:

---

**TOTAL:**

NOTE: Customer states they will provide missing escutcheons and install  
This needs to be completed for Certification

EXHIBIT 30

Labor Each	Sub Total
\$45.00	\$1,215.00

\$270.00

\$380.00	\$760.00
----------	----------

\$85.00

---

**\$2,330.00**

EXHIBIT 30

# In House Quote Information

FOR OFFICE USE ONLY! TURN INTO ROBIN

Proposal For: <i>Kardiel</i>	Date: <i>8/10/12</i>	Tech: <i>Jamell</i>
Address: <i>3790 Bradview</i>	Job Name:	
City, State, Zip: <i>Sacramento</i>	Contact:	
Phone:	Fax: <i>833.7155</i>	Job to Start:

Scope of repairs (details of work that needs to be performed):

- Add one head in large office
- RAISE two heads in hallway
- Replace one Painted head in hallway

Parts needed and Cost:

\$ 125<sup>00</sup> Parts

\$ 475<sup>00</sup> Labor

---

600 + Tax

Equipment Rental needed/Days needed:

Labor Hrs. to complete:

Helper needed:

Additional Tools, Supplies or Drywall repairs needed to complete:

Other Services customer needs (Fire Extinguishers, Backflow, Hood Systems (Kitchen fire suppression):

EXHIBIT 3E

**Robin**

**From:** JD [sumowumo1@yahoo.com] *Janell's email to Robin*  
**Sent:** Thursday, September 13, 2012 12:14 PM  
**To:** Robin Pelton  
**Subject:** Lincoln

Quote for Lincoln Gardens  
 440 Ashley  
 Woodland

Replace 11 Painted heads through out the Property in the Water Heater Closets (200\* QR, SSP, Residential, White)

**Labor: \$495**  
**Parts: \$110 + tax**

Replace 14 Painted Concealed Escutcheon Cover Plates (RASCO, White):

- Unit 14 E (11)
- Unit 17 A (1)
- Unit 17 B (2)

**Labor: \$275**  
**Parts: \$210 + tax**

Lower 7 Heads that are Obstructed:

- Unit 16 A (1), Kitchen
- Unit 16 B (1), Bath
- Unit 16 C (1), Kitchen
- Unit 16 D (1), Bath
- Unit 17 A (1), Kitchen
- Unit 17 D (1), Kitchen
- Unit 17 E (1), Kitchen

**Labor: \$760**  
**Parts: \$235 + tax**

Move One head away from Kitchen Light in: - Unit 17E

**Labor: \$240**  
**Parts: \$55 + tax**

Repair Four Riser drains that are piped incorrectly. Also to place proper Signage on ITV's at each Riser.

**Labor: \$380**  
**Parts: \$95 + tax**

**EXHIBIT** 4

9/13/2012

*The Following must be done by others for 5 year Certification:*

1. Paint "FACP" ( in 6" Red Letters) on outside of door that house Fire Alarm Control Panel (Bldg 16)
2. Close up ceilings around sprinkler heads located:
  - Unit 14B, Bedroom Closet
  - Unit 15A, Water heater Closet
  - Unit 16B, Water Heater Closet
3. Any Ceiling repairs needed due to moving or lowering or replacing Sprinkler Heads

EXHIBIT 4A

**Lincoln Gardens  
440 Ashley  
Woodland**

***Building 14***

**Unit**

- A OK
- B Close up Ceiling around head in Bedroom Closet: To Be Done by Others  
Painted Head in Water Heater Closet
- C Painted Head in Water Heater Closet
- D Painted Head in Water Heater Closet
- E Painted Escutcheons: 11  
Painted Head in Water Heater Closet
- F OK

Riser Missing Sign on ITV  
Missing 1/2" Smooth Orifice on Main Drain/Inspectors Test Combo Drain

***Building 15***

**Unit**

- A Close Up Ceiling Around Head in Water Heater Closet: To Be Done By Others
- B Painted Head in Water Heater Closet
- C
- D Painted Head in Water Heater Closet
- E

Riser Missing Sign on ITV  
Missing 1/2" Smooth Orifice on Main Drain/Inspectors Test Combo Drain

**EXHIBIT** 40

**Building 16**

**Unit**

- A Kitchen Head Obstructed by Lights: Lower Head (1)
- B Bath Head Obstructed by Lights: Lower Head (1)  
Close Up Ceiling around Sprinkler Head by Water Heater: To Be Done By Others
- C Kitchen Head Obstructed by Lights: Lower Head (1)  
Painted Head in Water Heater Closet
- D Bath Head Obstructed by Lights: Lower Head (1)  
Painted Head in Water Heater Closet

**Fire Alarm Control Room:**

Needs Sign on Door: "FACP", To Be Done By Others  
Painted Head, 212\* QR Brass SSP

**Riser**

Missing Sign on ITV  
Missing 1/2" Smooth Orifice on Main Drain/Inspectors Test Combo Drain

**Building 17**

**Unit**

- A Kitchen Head Obstructed by Lights: Lower Head (1)  
Missing Escutcheon in Kitchen
- B Painted Head in Water Heater Closet  
Painted Concealed Escutcheon Kitchen and Laundry (2)
- C OK
- D Painted Head in Water Heater Closet  
Kitchen Head Obstructed by Lights: Lower Head (1)
- E Kitchen Head Obstructed by Lights: Lower Head (1)  
Move Head away from Light in Kitchen

**Riser**

Missing Sign on ITV  
Missing 1/2" Smooth Orifice on Main Drain/Inspectors Test Combo Drain

**NOTES:**

All heads in Units are Concealed, White Escutcheon, QR, 155\*, Residential, Chrome  
Coverplates are RASCO, CCP 1/2

All Heads in Water Heater Closets are 200\* SSP QR White

**EXHIBIT** CC

**Robin**

**From:** J D [sumowumo1@yahoo.com]

**Sent:** Friday, July 20, 2012 3:06 PM

**To:** Robin River City Fire

**Subject:** Cache Creek

**Attachments:** Cache Creek Lodge 1.xls

Quote for Cache Creek

Replace 48 Painted heads: Labor and parts: \$2160

Dining Room Missing 1 head (overspaced)

Add 1 Head to Dining Room: Labor 4 hours Parts: \$125.00

Inspectors Test Valve Outlet is too high and could flow onto parked cars

Lower Inspectors Test Valve Outlet: Labor 2 hours Parts: \$25.00

Gage on Riser is out of Date and does not have a three way valve attached

Replace Gage and correctly pipe a three way valve on Riser. Labor 2 hours Parts: \$55.00

*Susan  
530-6668-1198 fax:*

**EXHIBIT** 

Cache Creek Lodge  
435 Aspen Woodland Ca

Painted Heads

Location	SSU	SSP	Vertical Sidewall	SSU 212*	SSP 212*
Rm 7 & Bath	2	1			
House Supply Closet	1				
Rm 6	1				
Coed Bath	1				
Shower	2				
Kevins Office & Closet	2				
Rm 8	1	1			
Client Entry				1	
Exterior Overhang					3
Kitchen	4				
Chef Supply Closet	1				
Snack Closet	1				
Rm 5 & Bath			2		
Debs Office			1		
Irvin's Office			2		
South Hall			5		
Rm 1 & Bath			3		
Rm 2			3		
Rm 3 & Bath			4		
Living Rm	1		2		
South Entry-Exterior	1				
Exterior by ITV					2
	<hr/> <hr/>				
	18	24	1		5

**Total Painted Heads: 48**

Broom & Dust Pan Rm:  
Dining Rm:  
Inspectors Test Valve  
Riser  
Riser

Missing 401 Style Escutcheon Skirt - white  
Missing one Sprinkler head (Heads over spaced)  
Lower Outlet to prevent spray on Cars during Test  
Install new gage on Riser  
Install Proper 1/4 Valve setup on Gage

**EXHIBIT 4E**

**Robin**

**From:** J D [sumowumo1@yahoo.com]

**Sent:** Friday, July 20, 2012 3:12 PM

**To:** Robin River City Fire

**Subject:** Secure Storage

Secure Storage Quote

Piping on Cross Main is Corroded.  
Replace two corroded pieces and install 3 new couplings

Labor: 4 hours

Parts: \$98.00

*Shawn  
7/21/11/11  
for  
4/21/5526*

**EXHIBIT 4F**

**Robin**

---

**From:** sumowumo1@yahoo.com

**Sent:** Monday, August 27, 2012 10:39 AM

**To:** robin@rivercityfireequip.com

**Subject:** Quote

Clear/replace 3 stucco covered heads on exterior locations. Requires access to Unit #135, 237 and 230

Labor: \$380.00

Parts: \$ \$36.00 +tax

*Connected by DROID on Verizon Wireless*

EXHIBIT

46

8/27/2012

# River City Fire Equipment Co., Inc.

2419 Sellers Way

West Sacramento, CA 95691

Phone: (800) 223-1995 \* Fax: (916) 374-0812

## PROPOSAL

Proposal Submitted to: <i>Sun Foods</i>		Date: <i>9/12/11</i>	Prepared by: <i>Tanell</i>
Street:		Job Name:	
City, State, Zip:		Job Location:	
Phone:	Fax:	Job Phone:	Job to Start:

We hereby submit specifications and estimates for:

Replace 8" Device # 1021D4 + .75" Device # 14867  
with Wilkins 350 ADAR DCDA  
along with (2) Anti-Tamper Switches

PARTS: 6666.80 + Tax

Labor: Backflow Distrib. \$1200<sup>00</sup>

Labor (US): \$520<sup>00</sup>

Retest Fee: \$105<sup>00</sup>

All material is guaranteed to be as specified. All materials supplied by River City Fire Equipment remains its property until payment is received in full. Our workers are fully covered by Workmen's Compensation Insurance. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. River City Fire Equipment Co., Inc. can withdraw this proposal/contract at anytime before acceptance and it expires in 30 days if not accepted. Canceled contracts are subject to 15% restocking fee. These prices are for walk in only, and do not include pick up or delivery.

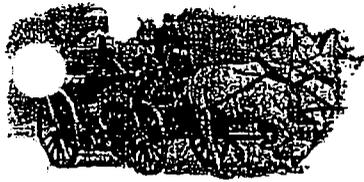
Acceptance of Proposal/Contract - I have read and approve the terms and conditions set forth in this proposal are satisfactory and I hereby accepted:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT *5*

\*Note: <sup>FIRE</sup> Pump will have to Be shut Down  
City will have to shut off water  
May be loss of Domestic Water During Repair



# River City Fire Equipment Co., Inc.

2419 Sellers Way

West Sacramento, CA 95691

Phone: (800) 223-1995 \* Fax: (916) 374-0812

## PROPOSAL

Proposal Submitted to: <i>Cheveron</i>		Date: <i>7/2/12</i>	Prepared by: <i>Jaruk</i>
Street:		Job Name:	
City, State, Zip:		Job Location:	
Phone:	Fax:	Job Phone:	Job to Start:

We hereby submit specifications and estimates for:

Repair Device # 89185 Febco PUB 1.5 765  
 - Check Valve Leaking - SHUT OFF # 1 Leaking  
 - Both Test Cocks are corroded

Parts: \$ 200.84  
 Labor: \$ 260.00  
 Relust Fee: \$ 75.00  
 Tag: \$ 11.00

Quote # 2012

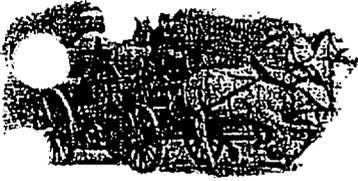
All material is guaranteed to be as specified. All materials supplied by River City Fire Equipment remains its property until payment is received in full. Our workers are fully covered by Workmen's Compensation Insurance. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. River City Fire Equipment Co., Inc. can withdraw this proposal/contract at anytime before acceptance and it expires in 30 days if not accepted. Canceled contracts are subject to 15% restocking fee. These prices are for walk in only, and do not include pick up or delivery.

Acceptance of Proposal/Contract - I have read and approve the terms and conditions set forth in this proposal are satisfactory and I hereby accepted:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT 5A



# River City Fire Equipment Co., Inc.

2419 Sellers Way

West Sacramento, CA 95691

Phone: (800) 223-1995 \* Fax: (916) 374-0812

## PROPOSAL

Proposal Submitted to: <i>Chevron</i>		Date: <i>7/2/12</i>	Prepared by: <i>Janeil</i>
Street: <i>3481 Fair Oaks Blvd</i>		Job Name:	
City, State, Zip:		Job Location:	
Phone:	Fax:	Job Phone:	Job to Start:

We hereby submit specifications and estimates for:

*Repair Device # Z7449 \$ Febco 825Y 2.0*  
*- Less than 3.0 lb Buffer*  
*Parts : \$ 141.92 + Tax*  
*Labor : \$ 195<sup>00</sup>*  
*Retest Fee : \$ 75<sup>00</sup>*  
*Tag : \$ 11<sup>00</sup>*

*Quote # 1012*

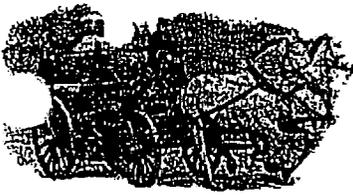
All material is guaranteed to be as specified. All materials supplied by River City Fire Equipment remains its property until payment is received in full. Our workers are fully covered by Workmen's Compensation Insurance. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. River City Fire Equipment Co., Inc. can withdraw this proposal/contract at anytime before acceptance and it expires in 30 days if not accepted. Canceled contracts are subject to 15% restocking fee. These prices are for walk in only, and do not include pick up or delivery.

Acceptance of Proposal/Contract - I have read and approve the terms and conditions set forth in this proposal are satisfactory and I hereby accepted:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT 5B



# River City Fire Equipment Co., Inc.

2419 Sellers Way  
West Sacramento, CA 95691  
Phone: (800) 223-1995 \* Fax: (916) 374-0812

## PROPOSAL

Proposal Submitted to: <i>Atria Covell Gardens</i>		Date: <i>7/2/12</i>	Prepared by: <i>Janell</i>
Street: <i>1111 Alvarado Ave</i>		Job Name:	
City, State, Zip: <i>Davis</i>		Job Location:	
Phone:	Fax:	Job Phone:	Job to Start:

We hereby submit specifications and estimates for:

*Repair Device # 12813 Febco 4.0 RP 825*

*- Less than 3.0 buffer. R.V. leaking upon arrival*

*Parts @ 312.63*

*Labor @ 260<sup>00</sup>*

*Retest @ 105<sup>00</sup>*

*Quote #1 of 2*

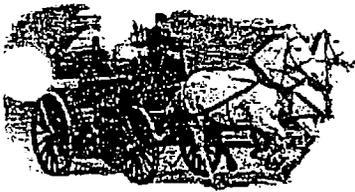
All material is guaranteed to be as specified. All materials supplied by River City Fire Equipment remains its property until payment is received in full. Our workers are fully covered by Workmen's Compensation Insurance. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. River City Fire Equipment Co., Inc. can withdraw this proposal/contract at anytime before acceptance and it expires in 30 days if not accepted. Canceled contracts are subject to 15% restocking fee. These prices are for walk in only, and do not include pick up or delivery.

Acceptance of Proposal/Contract - I have read and approve the terms and conditions set forth in this proposal are satisfactory and I hereby accepted:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 5C**



# River City Fire Equipment Co., inc.

2419 Sellers Way

West Sacramento, CA 95691

Phone: (800) 223-1995 \* Fax: (916) 374-0812

## PROPOSAL

Proposal Submitted to: <i>Hampton Inn</i>		Date: <i>5/23/12</i>	Prepared by: <i>Janeli</i>
Street: <i>800 S Tillwater Rd</i>		Job Name:	
City, State, Zip: <i>W. Sacramento</i>		Job Location:	
Phone:	Fax:	Job Phone:	Job to Start:

We hereby submit specifications and estimates for:

- Additional ~~repairs~~ repairs are required on AMES 4.00"  
Device Due to Broken Parts found on Rebuilding.  
Parts: \$45.<sup>00</sup>

- Repair .75 Bypass Device      Total Parts: \$102.54-Tax  
Parts \$57.54      total Labor + Test : 365-

Labor for Both: \$195.<sup>00</sup>  
Retest 4" Device \$105.<sup>00</sup>  
Retest .75 Device \$65

\$467.54

All material is guaranteed to be as specified. All materials supplied by River City Fire Equipment remains its property until payment is received in full. Our workers are fully covered by Workmen's Compensation Insurance. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. River City Fire Equipment Co., Inc. can withdraw this proposal/contract at anytime before acceptance and it expires in 30 days if not accepted. Canceled contracts are subject to 15% restocking fee. These prices are for walk in only, and do not include pick up or delivery.

Acceptance of Proposal/Contract - I have read and approve the terms and conditions set forth in this proposal are satisfactory and I hereby accepted:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT 5D

**FERGUSON**  
**Fire & Fabrication, Inc.**  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

INVOICE NUMBER	CUSTOMER	PAGE
3237195	1312	1

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
 866-928-1577

FERGUSON FIRE & FAB #703  
 FILE# 56809  
 LOS ANGELES, CA 90074-6809

~~SHIP TO:~~

COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

RIVER CITY FIRE EQUIP  
 DBA FIRE SAFE  
 PO BOX 980305  
 WEST SACRAMENTO, CA 95691

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
07	707	CAE	JANELLE	707	SHOP	06/01/12	10 25749

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY	AMOUNT
---------	---------	-------------	-------------	------------	-----	--------

THANK YOU!!!  
 MISC EMERGENCY FAB

INVOICE SUB-TOTAL

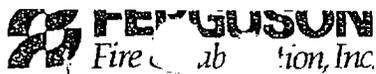
320.00

out  
**POSTED**  
 6-6-12

**FERGUSON**  
 Fire & Fabrication, Inc.

\*\*\*\*\*  
 AD LAW NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS  
 NOT COMPLY WITH LOW LEAD LAWS. THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER  
 APPLICATIONS.  
 \*\*\*\*\*

**EXHIBIT** 6



FERGUSON FIRE & FAB #1707  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

PH: 530-662-1777 FAX: 530-662-0797

STOCK SALES ORDER

SP ROOM = N  
 SLICE 305  
 IB FRT = N  
 QB SHP = N  
 01 JUN 2012 15:36

ORDER NO	REQUIRED DATE	SHIP WHS	SELL WHS
3237195	06/01/12	707	707

WRITER	SALESMAN
DRH	707

CUSTOMER NO	CUSTOMER ALPHA	CONTRACT NO	BID NO	ORDER DATE	ORDERED BY
1312	RIVERCITY			06/01/12	JANELLE

INSTRUCTIONS  
 320.08

OML CONTACT  
 Dominik Horak  
 VENDOR

RIVER CITY FIRE EQUIP  
 DBA FIRE SAFE  
 PO BOX 980305  
 WEST SACRAMENTO, CA 95691  
 CUST PH: 916-374-8295

COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

VENDOR PO. NO.

CUSTOMER PO. NO.	JOB NAME	ATTN:
JANELLE	SHOP	

SHIP VIA	ROUTE NO	ROUTE DESC					
CPU COUNTER PICK-UP							
PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES	PACKED BY	CHECKED BY

LINE	ORDER QTY	SHIP QTY	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	PO. NO.	aisle L
1					MISC EMERGENCY FAB					
						TOTAL WEIGHT OF ORDER:	168	840	155	

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION RETURNED MATERIALS SUBJECT TO HANDLING CHARGES  
 SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: *Janelle Horak*

DATE: \_\_\_\_\_ CUSTOMER COPY

TERMS: \_\_\_\_\_



INVOICE NUMBER	CUSTOMER #	PAGE
3237553	1312	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
866-928-1577

FERGUSON FIRE & FAB #703  
FILE# 56809  
LOS ANGELES, CA 90074-6809

00002828 01 AB 0.374 01 TR 017 FRIDDT01 000000  
RIVER CITY FIRE EQUIP  
DBA FIRE SAFE  
PO BOX 980305  
WEST SACRAMENTO, CA 95691

**SHIP TO:**

COUNTER PICK UP  
233 HARTER AVENUE  
WOODLAND, CA 95776-5917



SHIP	SELL	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
7	707	CAE	SOLANO PRISON	707	SOLANO PRISON	06/04/12	10 25772

QUANTITY	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
----------	---------	-------------	-------------	------------	----	--------

THANK YOU!!!

3" GXG PC SOLANO PRISON

INVOICE SUB-TOTAL

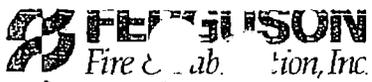
56.47

**POSTED**  
6-12-12

*James Verbal OK to pay*

LAW NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS COMPY WITH LOW LEAD LAWS. THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER

**EXHIBIT** *LB*



FERGUSON FIRE & LAB #707  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

PH: 530-662-1777 FAX: 530-662-0797

STOCK SALES ORDER

SHIP TO: N  
 SOURCE: SOE  
 JB FRT: N  
 QB SHP: N  
 04 JUN 2012 14:11  
 WRITER: DRH SALESMAN: 707  
 TAG PO NO:

ORDER NO 3237953	REQUIRED DATE 06/04/12	SHIP WHS 707	SELL WHS 707
---------------------	---------------------------	-----------------	-----------------

CUSTOMER NO. 1312	CUSTOMER ALPHA RIVERCITY	CONTRACT NO.	BID NO.	ORDER DATE 06/04/12	ORDERED BY JANELLE
----------------------	-----------------------------	--------------	---------	------------------------	-----------------------

INSTRUCTIONS

OML CONTACT  
Dominik Horak

RIVER CITY FIRE EQUIP  
 DBA FIRE SAFE  
 PO BOX 980305  
 WEST SACRAMENTO, CA 95691  
 CUST PH: 916-374-8295

COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

SHIP VIA CPU COUNTER PICK-UP					
PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

VENDOR  
VENDOR PO. NO.  
ROUTE NO.  
ROUTE DESC.

CUSTOMER PO. NO. SOLANO PRISON	JOB NAME SOLANO PRISON	ATTN.
-----------------------------------	---------------------------	-------

SHIP WT	SHIP DATE 6-4-12	DELIVERED BY CPU
---------	---------------------	---------------------

PACKED BY	CHECKED BY
-----------	------------

LINE	ORDER QTY	SHIP QTY	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	ASLE U
1					3" GXG PC SOLANO PRISON					
TOTAL WEIGHT OF ORDER:								580 lbs		
*****										
LEAD LAW NOTICE: Brass/bronze products without "LF" in the description field may contain lead and thus not comply with low lead laws. These products must not be used in potable water applications.										

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.  
 SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
----------	-----------------	-------------------	-----	--------------	-----------

CUSTOMER'S SIGNATURE: *Janelle*

DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_  
 CUSTOMER COPY

**Fire & Fabrication, Inc.**  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

INVOICE NUMBER	CUSTOMER NUMBER	PAGE
3248929	1312	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
 866-928-1577

FERGUSON FIRE & FAB #703  
 FILE# 56809  
 LOS ANGELES, CA 90074-6809

00002050 01 AT 0.374 01 TR 011 FRIDDF01 00000  
 RIVER CITY FIRE EQUIP  
 DBA FIRE SAFE  
 PO BOX 980305  
 WEST SACRAMENTO, CA 95691

SHIP TO:  
 COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917



SHIP USE	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
7	707	CAE	JANELLE	707	FAIRFIELD	07/12/12	10 26280

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY	AMOUNT
			THANK YOU!!!			
1	1	U68P	4 MIP X FIP ULFM CHK VLV	121.524	EA	121.52
			INVOICE SUB-TOTAL			121.52

**POSTED**  
**7-12-12**

EXHIBIT 6D

\*\*\*\*\*  
 NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS  
 ACCORDING TO CALIFORNIA WITH LOW LEAD LAWS, THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER  
 APPLICATIONS.  
 \*\*\*\*\*

AS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	121.52
-----	---------------	------------------	-----------	--------

Payments are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus  
 collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above.  
 WARRANTY PROVISIONS: SEE REVERSE SIDE

**FERC 'S'N**  
 Fire & Fabrication, Inc.  
 FERGUSON FIRE & FAB #707  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

PH: 530-662-1777 FAX: 530-662-0797

STOCK SALES ORDER

ACCEPT B/U = Y  
 SHOWR N  
 SOURCE = SBL  
 1B FRT = N 0.0  
 0B SHP = N 0.0  
 12 JUL 2012 17:27:41

WRITER MAB SALESMAN 707

TAG RO NO

OMI CONTACT Mark Bermudez

VENDOR

VENDOR PO NO.

ROUTE NO. RUN NO. DEP.

ROUTE DESC.

PACKED BY CHECKED BY

ER NO	REQUIRED DATE	SHIP WHS	SELL WHS.
8929	07/12/12	707	707

ORDER NO.	CUSTOMER ALPHA	CONTRACT NO	BID NO	ORDER DATE	ORDERED BY
2	RIVERCITY			07/12/12	JANELLE

INSTRUCTIONS

RIVER CITY FIRE EQUIP  
 BA FIRE SAFE  
 BOX 980305  
 EST SACRAMENTO, CA 95691

SHIP TO EXHIBIT

COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

SHIP VIA CPU COUNTER PICK-UP

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

UST PH: 916-374-8295

ADOBE LUMBER

ORDER PO NO	JOB NAME	ATTN
ELLE	FAIRFIELD	

ORDER QTY	SHIP QTY	BLU QTY	UOSP	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle loc
					4 MIP X FIP ULFM CHR ULV					
					TOTAL WEIGHT OF ORDER					
<p>PLEASE DO NOT USE OF these products without instant abuse in these products, and not be used in any application where water is present. If in the description field may contain lead and this not comply with law.</p>										

*[Handwritten Signature]*

RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION RETURNED MATERIALS TO HANDLING CHARGES  
 REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS WARRANTY

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE



3485-H ORANGE GROVE AVENUE  
NORTH HIGHLANDS, CA 95660-5506

INVOICE NUMBER	CUSTOMER #	PAGE
3250461	1312	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
866-928-1577

FERGUSON FIRE & FAB #703  
FILE# 56809  
LOS ANGELES, CA 90074-6809

00001515 01 AT 0.374 01 TR 008 FRIDDR01 000000  
RIVER CITY FIRE EQUIP  
DBA FIRE SAFE  
PO BOX 980305  
WEST SACRAMENTO, CA 95691

SHIP TO:

COUNTER PICK UP  
3485-H ORANGE GROVE AVENUE  
NORTH HIGHLANDS, CA 95660-5506



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
25	725	CAE	GENNELL	707	HOBBY LOBBY	07/18/12	10 26361
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY	AMOUNT	
8	8	BBFD	3/4X1/2 BLK MI HEX BUSH	2.063	EA	16.50	
8	8	T531121212	1/2 BRS TY-L K5.6 212 PEND SPKLR	6.656	EA	53.25	
8	8	T567019010	1/2 STYLE 10 ADJ REC 2PC ESC CP	1.019	EA	8.15	
TOTAL: \$77.90							
INVOICE SUB-TOTAL							77.90

**POSTED**  
8-7-12

*OK Per Janelle 8/9/12*

**EXHIBIT 6F**

AD LAW NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS  
COMPLY WITH LOW LEAD LAWS. THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER  
ATIONS.



# Invoice

Invoice	70351
Date	6/5/2012
Page	1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

Job Name	Contact
TWIN RIVERS	JANELL

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	RIVREQ01	WILL CALL	2% 10th. Net 30	6/5/2012	76,990

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
2	2	0	S70414	4" #7041 Flange A150, E Painted	\$29.92	\$59.84
1	1	0	SZ054	4" #Z05 Rgd Cplg, E Painted	\$6.80	\$6.80
1	1	0	SSOSY2	TAMPER SWITCH	\$61.34	\$61.34

**POSTED**  
 12-12-12

**EXHIBIT 7**

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$127.98
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
Total	\$127.98

*Janell*

# ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS • DEVICES • VALVES • HANGERS • PIPE • FITTINGS

EMIT TO: 1600 West Linne Road Tracy, California 95377 (209) 336-6460

170351	
DATE <i>6/5</i>	TIME <i>5P</i>
CUSTOMER ORDER NUMBER	
DELIVER <input type="checkbox"/>	PICKUP <input checked="" type="checkbox"/>
DATE REQUIRED	
TERMS 2% 10TH NET 30	

Customer Name *River City* Job Name *Twin Rivers*

Job Address \_\_\_\_\_

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	BACK-ORDER	UNIT PRICE	NET AMOUNT
1 <i>2</i>	<i>4" Grw Flg SC</i>	<i>2</i>		<i>29.92</i>	
2 <i>1</i>	<i>4" Rigid vT SC</i>	<i>1</i>		<i>10.80</i>	
3 <i>1</i>	<i>OS &amp; y Tampet</i>	<i>1</i>		<i>101.34</i>	
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

**EXHIBIT** *7A*

**ACTION FIRE FAB & SUPPLY INC.**  
SACRAMENTO

SIGNATURE BELOW CERTIFIES ACCEPTANCE OF GOODS AND TERMS SET FORTH BY ACTION FIRE FAB & SUPPLY INC. **(916) 333-5900 FAX (916) 333-5910**

RECEIVED BY *Janell Danneel* DATE *6/5/12* DELIVERED BY *[Signature]*

SUB TOTAL	
TAX	
FREIGHT	
<b>TOTAL</b>	

TERMS - 2% 10th Net 30 days after the end of the month in which your material was received. \$100.00 minimum case Seller shall employ an attorney to recover equipment or collect any sum due under this agreement. Purchaser promises to pay

# Invoice

Invoice: 72603  
 Date: 7/12/2012  
 Page: 1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

Job Name: TERRACINA  
 Contact: JANELL

Purchase Order No.: RIVREQ01    Customer ID: WILL CALL    Shipping Method: 2% 10th, Net 30    Req Ship Date: 7/12/2012    Master No: 77,746

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
15	15	0	ESC10C-WH	#10 1/2" ESC 2PC REC WHITE (DEEP)	\$1.35	\$20.25
1	1	0	SIGNINSP	INSPECTORS TEST SIGN 02-074	\$1.31	\$1.31

**POSTED**  
 7/12/12

**EXHIBIT** 7B

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$21.5
Freight	\$0.0
Trade Discount	\$0.0
Tax	
Total	\$21.5



# Invoice

Invoice #	72629
Date	7/18/2012
Page	1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

Job Name	Contact
HOBY LOBBY	JANELL

Purchase Order No	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	RIVREQ01	WILL CALL	2% 10th, Net 30	7/18/2012	77,843

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
10	10	0	ESC40IGW	3/4" 2 PC REC. CANOPY WHITE FPPI 01-414	\$0.66	\$6.60
1	1	0	401ICCPW	1/2" 401 FPPI CUP WHITE 01-602	\$0.40	\$0.40
1	1	0	401ICSKW	1/2" 401 FPPI SKIRT WHITE 01-502	\$0.40	\$0.40
7	7	0	BREXT-JC	BR SPRINKLER EXT 1-1/2"X1/2" IPS 08-573	\$3.91	\$27.37
7	7	0	BREXT-HC	BR SPRINKLER EXT 1"X1/2" IPS 08-572	\$2.94	\$20.58
7	7	0	BREXT-GC	BR SPRINKLER EXT 3/4"X1/2" IPS 08-571	\$2.10	\$14.70
7	7	0	BREXT-CC	BR SPRINKLER EXT 1/2"X1/2" IPS 08-570	\$1.56	\$10.92
10	10	0	KYDEXRINGO	4" PLASTIC KYDEX RING WH	\$0.81	\$8.14
2	2	0	DIPGH	1" DI PLUG	\$0.86	\$1.72
2	2	0	DICPH	1" DI CAP	\$1.07	\$2.14
2	2	0	CIFPGI	1-1/4 IMP CI PLUGS	\$1.12	\$2.26
2	2	0	DICPI	1-1/4" DI CAP	\$1.44	\$2.88
1	1	0	NIPHY	1 X 0-12 DOM NIPPLE	\$3.94	\$3.94
10	10	0	TEFTAPEC	1/2"TEFLON TAPE-ROLL 03-120	\$0.46	\$4.60
10	10	0	TEFTAPEG	3/4 TEFLON TAPE-ROLL (520") 03-121	\$0.87	\$8.70
1	1	0	NIPIY	1-1/4 X 0-12 DOM NIPPLE	\$5.04	\$5.04
2	2	0	NIPGO	3/4 X 0-4 NIPPLE	\$1.00	\$2.00
1	1	0	MIBGGC	3/4" X 1/2" MI BUSHING	\$1.88	\$1.88
1	1	0	UNIBALLG	3/4" UNIQUE BALL VALVE	\$7.78	\$7.79
9	9	0	TYLG6PB	TY-L 3/4" 165' SSP BRASS	\$9.98	\$89.82

**POSTED**  
 07-30-12

**EXHIBIT 70**

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$221.88
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
Total	\$221.88

# ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS • DEVICES • VALVES • HANGERS • PIPE • FITTINGS

REMIT TO: 1600 West Linne Road Tracy, California 95377 (209) 836-6460

172629

DATE: 7/18 TIME: 9:00  
CUSTOMER ORDER NUMBER:

Customer Name: River City Job Name: Hobby Lobby

DELIVER  PICK-UP   
DATE REQUIRED: L

Address:

TERMS: 2% 10TH NET 30

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	BACK-ORDER	UNIT PRICE	NET AMOUNT
1/2	3/4" 50m, rec. style 90 elbo	1/2		40	
1	1/2" 4x4" white pipe	1		80	
7	1/2" x 1/2" Brest	7		30	
7	1" x 1/2" Brest	7		29	
7	3/4" x 1/2" Brest	7		210	
7	1/2" x 1/2" Brest	7		150	
10	Kydex Ring	10		81	
2	plug	2		86	
2	1" cap	2		107	
2	1/4" plug	2		73	
2	1/4" cap	2		144	
1	1" 1" nipple	1		394	
10	1/2" waffer	10		40	
10	3/4" waffer	10		87	
1	1" 1" nipple	1		504	
2	3/4" x 6-4 nipple	2		100	
7	3/4" x 1/2" Brest	7		88	
1	3/4" ball valve	1		79	
9	3/4" TFL 1.5 BR SSP	9		98	

**ACTION FIRE FAB & SUPPLY, INC.**  
SACRAMENTO  
(916) 333-5009 • FAX: (916) 333-9110

SIGNATURE BELOW CERTIFIES ACCEPTANCE OF GOODS AND TERMS SET FORTH BY ACTION FIRE FAB & SUPPLY INC.

RECEIVED BY: Samuel Daniel DATE: 7/18 DELIVERED BY: [Signature]

SUB TOTAL	221.88
TAX	
FREIGHT	
<b>TOTAL</b>	

TERMS: 2% 10th Net 30 days after the end of the month in which your material was received. \$100.00 minimum.  
Seller shall employ an attorney to recover equipment or collect any sum due under this agreement. Purchaser promises to pay additional sum and for attorney's fee, as the Court may adjudge reasonable. All overdue payments are subject to a Finance Charge at the rate of 1 1/4% per month, which is 18% per annum.  
WARRANTY - are by product manufacturer; we assume no responsibility for labor charges involved in replacing defective material.  
NOTICE OR ERROR in shipment must be reported within 10 days after date of shipment.  
RETURNS - Positively no goods will be accepted for credit unless our permission to return such goods is first secured in writing.

EXHIBIT 7E

# Invoice

Invoice No.	72629
Date	7/18/2012
Page	1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

Job Name	Contact
HOBY LOBBY	JANELL

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	RIVREQ01	WILL CALL	2% 10th Net 30	7/18/2012	77,848

Ordered	Shipped	Qty	Item Number	Description	Unit Price	Ext Price
X 10	10	0	ESC40IGW	3/4" 2 PC REC. CANOPY WHITE FPPI 01-414	\$0.66	\$6.60
1	1	0	401ICCPW	1/2" 401 FPPI CUP WHITE 01-602	\$0.40	\$0.40
1	1	0	401ICSKW	1/2" 401 FPPI SKIRT WHITE 01-502	\$0.40	\$0.40
7	7	0	BREXT-JC	BR SPRINKLER EXT 1-1/2"X1/2" IPS 08-573	\$3.91	\$27.37
7	7	0	BREXT-HC	BR SPRINKLER EXT 1"X1/2" IPS 08-572	\$2.94	\$20.58
7	7	0	BREXT-GC	BR SPRINKLER EXT 3/4"X1/2" IPS 08-571	\$2.10	\$14.70
7	7	0	BREXT-CC	BR SPRINKLER EXT 1/2"X1/2" IPS 08-570	\$1.56	\$10.92
10	10	0	KYDEXRINGO	4" PLASTIC KYDEX RING WH	\$0.81	\$8.10
2	2	0	DIPGH	1" DI PLUG	\$0.86	\$1.72
2	2	0	DICPH	1" DI CAP	\$1.07	\$2.14
2	2	0	CIFPGI	1-1/4 IMP CI PLUGS	\$1.12	\$2.24
2	2	0	DICPI	1-1/4" DI CAP	\$1.44	\$2.88
1	1	0	NIPHY	1 X 0-12 DOM NIPPLE	\$3.94	\$3.94
10	10	0	TEFTAPEC	1/2"TEFLON TAPE-ROLL 03-120	\$0.46	\$4.60
10	10	0	TEFTAPEG	3/4 TEFロン TAPE-ROLL (520") 03-121	\$0.87	\$8.70
1	1	0	NIPIY	1-1/4 X 0-12 DOM NIPPLE	\$5.04	\$5.04
2	2	0	NIPGO	3/4 X 0-4 NIPPLE	\$1.00	\$2.00
1	1	0	MIBGGC	3/4" X 1/2" MI BUSHING	\$1.88	\$1.88
1	1	0	UNIBALLG	3/4" UNIQUE BALL VALVE	\$7.78	\$7.78
X 9	9	0	TYLG6PB	TY-L 3/4" 165 SSP BRASS	\$9.98	\$89.82

**POSTED**  
 7/30/12

**EXHIBIT**

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$221.88
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
Total	\$221.88

# Invoice

Invoice	72666
Date	7/26/2012
Page	1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

Job Name	Contact
PINNACLE	JANELL

Purchase Order No	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	RIVREQ01	WILL CALL	2% 10th, Net 30	7/26/2012	78,036

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
15	15	0	WGAUGE	WATER GAUGE 300PSI 11-553	\$7.90	\$118.50
6	6	0	LFIIIC4B49	LFII 1/2" 160' CONC BRASS 4.9K	\$10.17	\$61.02
9	9	0	TYLC8PB	TY-L 1/2" 212' SSP BRASS K5.6	\$5.85	\$52.65
15	15	0	SIGNINSP	INSPECTORS TEST SIGN 02-074	\$1.31	\$19.65

**POSTED**  
 07-10-12

**EXHIBIT** *SA*

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$251.82
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
<b>Totals</b>	<b>\$251.82</b>

\*\*\*HISTORICAL\*\*\*

Action Fire Fab.

J.W. LINNE RD.  
TRACY CA 95377

Invoice #	72666
Date	7/26/2012
Page	1

Bill To:

Ship To:

RIVER CITY FIRE EQUIPMENT CO INC  
2419 SELLERS WAY  
WEST SACRAMENTO CA 95691

RIVER CITY FIRE EQUIPMENT CO INC  
2419 SELLERS WAY  
WEST SACRAMENTO CA 95691

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
	RIVREQ01		WILL CALL	2% 10th, Net 30	7/26/2012	78.036	
Order #	Shipped	QTY	Item Number	Description	Discount	Unit Price	Ext Price
15	15	0	WGAUGE	WATER GAUGE 300PSI 11-553	\$0.000	\$7.900	\$118.50
6	6	0	LFIIC4B49	LFI 1/2" 160' CONC BRASS 4.9K	\$0.0000	\$10.1700	\$61.02
9	9	0	TYLC8PB	TY-L 1/2" 212' SSP BRASS K5.6	\$0.0000	\$5.8500	\$52.65
15	15	0	SIGNINSP	INSPECTORS TEST SIGN 02-074	\$0.000	\$1.310	\$19.65

OK  
Per James 8/9/12

EXHIBIT 86

Subtotal	\$251.82
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$251.82



\*\*\*HISTORICAL\*\*\*

on Fire Fab.  
1000 W. LINNE RD.  
TRACY CA 95377

Invoice	72865
Date	7/26/2012
Page	1

Bill To:

RIVER CITY FIRE EQUIPMENT CO INC 2419 SELLERS WAY WEST SACRAMENTO CA 95691
--

Ship To:

RIVER CITY FIRE EQUIPMENT CO INC 2419 SELLERS WAY WEST SACRAMENTO CA 95691
--

Purchase Order No.	Customer To	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
	RIVREQ01		WILL CALL	2% 10th, Net 30	7/26/2012	78,037	
Ordered	Shipped	B/C	Item Number	Description	Discount	Unit Price	Ext Price
20	20	0	WGAUGE	WATER GAUGE 300PSI 11-553	\$0.000	\$7.900	\$158.00

*OK per Jewell  
8/9/12*

**EXHIBIT** *SD*

Subtotal	\$158.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$158.00

# ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS

REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023

(209) 836-6460 - FAX (209) 836-6475

Bill To:

RIVER CITY FIRE EQUIPMENT CO INC 2419 SELLERS WAY WEST SACRAMENTO CA 95691
--

Ship To:

RIVER CITY FIRE EQUIPMENT CO INC 2419 SELLERS WAY WEST SACRAMENTO CA 95691
--

Job Name	Contact
MONTECITTO	JANELL

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Req/Ship Date	Master No.
	RIVREQ01	WILL CALL	2% 10th, Net 30	8/17/2012	78,424

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
1	1		0 BRUSH	PIPE DOPE BRUSH 03-190	\$0.67	\$0.67
15	15		0 CPVCPH	1" CPVC PIPE	\$0.70	\$10.50
4	4		0 CPVCCGH	1" CPVC COUPLING	\$0.69	\$2.76
2	2		0 CPVCTQHAHC	1 X 1/2 SPEARS TORQ. SAFE H. ADAPTOR	\$1.51	\$3.03
1	1		0 CPVCTH	1" CPVC TEE	\$1.43	\$1.43
1	1		0 CPVCEH	1" CPVC 90 ELBOW	\$1.23	\$1.23
1	1		0 CPVCONESTP	CPVC ONE STEP GLUE (PINT)	\$7.23	\$7.23

POSTED  
08/28/12

EXHIBIT *SE*

PRODUCTS MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIF TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM

Subtotal	\$26.85
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
Total	\$26.85

# ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS • DEVICES • VALVES • HANGERS • PIPE • FITTINGS

PERMIT TO: 1600 West Linne Road Tracy, California 95377 | (209) 836-6460

172750

DATE 8/17	TIME 5:00
CUSTOMER ORDER NUMBER	
DELIVER <input type="checkbox"/> PICKUP <input checked="" type="checkbox"/>	
DATE REQUIRED	
TERMS: 2% 10TH NET 30	

Customer Name: River City Job Name: Monte Carlo

Job Address: W. Sacramento

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	BACK-ORDER	UNIT PRICE	NET AMOUNT
1	Brush	1		1.67	
2	1" x 15' CPVC Pipe	1		.70	
3	4 x 1" CPVC Coupl	4		.69	
4	2 x 1/2" Tee head adapt	2		1.57	
5	1" CPVC T	1		.43	
6	1" CPVC 90	1		1.23	
7	1" Paint one-step	1		1.23	
8					
9					
10					
11					
12					
13					
14					
15					

**ACTION FIRE FAB & SUPPLY INC**

SACRAMENTO

(916) 333-5909 • FAX: (916) 333-5910

SIGNATURE BELOW CERTIFIES ACCEPTANCE OF GOODS AND TERMS SET FORTH BY ACTION FIRE FAB & SUPPLY INC.

RECEIVED BY: Grinnell D. Smith DATE: 8/17 DELIVERED BY: SP

SUBTOTAL	
TAX	
FREIGHT	
<b>TOTAL</b>	

2% 10th Net 30 days after the end of the month in which your material was received. \$100.00 minimum.  
 Buyer shall employ an attorney to recover equipment or collect any sum due under this agreement. Purchaser promises to pay each additional sum and for attorney's fees as the Court may adjudge reasonable. All overdue payments are subject to a Finance Charge at the rate of 1 1/4% per month, which is 18% per annum.  
 WARRANTY: are by product manufacturer; we assume no responsibility for labor charges involved in replacing defective material.  
 MORTGAGE OR ERROR in shipment must be reported within 10 days after date of shipment.  
 RETURNS - Positively no goods will be accepted for credit unless our permission to return such goods is first secured in writing.

EXHIBIT 8F

# Invoice

Invoice	72629
Date	7/18/2012
Page	1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

Job Name	Contact
HOBY LOBBY	JANELL

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	- RIVREQ01	WILL CALL	2% 10th, Net 30	7/18/2012	77 843

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
10	10	0	ESC40IGW	3/4" 2 PC REC. CANOPY WHITE FPPI 01-414	\$0.66	\$6.60
1	1	0	401ICCPW	1/2" 401 FPPI CUP WHITE 01-602	\$0.40	\$0.40
1	1	0	401ICSKW	1/2" 401 FPPI SKIRT WHITE 01-502	\$0.40	\$0.40
7	7	0	BREXT-JC	BR SPRINKLER EXT 1-1/2"X1/2" IPS 08-573	\$3.91	\$27.37
7	7	0	BREXT-HC	BR SPRINKLER EXT 1"X1/2" IPS 08-572	\$2.94	\$20.58
7	7	0	BREXT-GC	BR SPRINKLER EXT 3/4"X1/2" IPS 08-571	\$2.10	\$14.70
7	7	0	BREXT-CC	BR SPRINKLER EXT 1/2"X1/2" IPS 08-570	\$1.56	\$10.92
10	10	0	KYDEXRINGO	4" PLASTIC KYDEX RING WH	\$0.81	\$8.14
2	2	0	DIPGH	1" DI PLUG	\$0.86	\$1.72
2	2	0	DICPH	1" DI CAP	\$1.07	\$2.14
2	2	0	CIFPGI	1-1/4 IMP CI PLUGS	\$1.12	\$2.26
2	2	0	DICPI	1-1/4" DI CAP	\$1.44	\$2.88
1	1	0	NIPHY	1 X 0-12 DOM NIPPLE	\$3.94	\$3.94
10	10	0	TEFTAPEC	1/2"TEFLON TAPE-ROLL 03-120	\$0.46	\$4.60
10	10	0	TEFTAPEG	3/4 TEFLON TAPE-ROLL (520") 03-121	\$0.87	\$8.70
1	1	0	NIPIY	1-1/4 X 0-12 DOM NIPPLE	\$5.04	\$5.04
2	2	0	NIPGO	3/4 X 0-4 NIPPLE	\$1.00	\$2.00
1	1	0	MIBGGC	3/4" X 1/2" MI BUSHING	\$1.88	\$1.88
1	1	0	UNIBALLG	3/4" UNIQUE BALL VALVE	\$7.78	\$7.78
9	9	0	TYLG6PB	TY-L 3/4" 165' SSP BRASS	\$9.98	\$89.82

**POSTED**  
 7-30-12

**EXHIBIT 9**

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$221.88
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
Total	\$221.88

# Invoice

Invoice	72797
Date	8/29/2012
Page	1

## ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS - DEVICES - VALVES - HANGERS - PIPE - FITTINGS  
 REMIT TO: 1600 WEST LINNE ROAD - TRACY, CA 95377-8023  
 (209) 836-6460 - FAX (209) 836-6475

**Bill To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

**Ship To:**

RIVER CITY FIRE EQUIPMENT CO INC  
 2419 SELLERS WAY  
 WEST SACRAMENTO CA 95691

5155019 200

Job Name	Contact
TRUCK STOCK	JANELL

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	RIVREQ01	WILL CALL	2% 10th. Net 30	8/29/2012	78.679

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext Price
12	12	0	BREAKLOCK	BREAK AWAY LOCK MASTER 02-411	\$6.24	\$74.88
6	6	0	DIREHC	1"X1/2" DI 90°ELBOW	\$1.22	\$7.32
4	4	0	DIRTHHC	1"X1"X1/2" DI TEE	\$1.58	\$6.32
4	4	0	DIRTHHG	1"X1"X3/4" DI TEE	\$1.90	\$7.60
4	4	0	DIREHG	1"X3/4" DI 90°ELBOW	\$1.30	\$5.20
4	4	0	DIPGH	1" DI PLUG	\$0.86	\$3.44
4	4	0	NIPAK	1/4 X 0-2 NIPPLE	\$0.59	\$2.36
4	4	0	NIPAM	1/4 X 0-3 NIPPLE	\$1.02	\$4.08
4	4	0	NIPAO	1/4 X 0-4 NIPPLE	\$0.86	\$3.44
4	4	0	NIPAS	1/4 X 0-6 NIPPLE	\$1.49	\$5.96

POSTED  
 8/29/12

EXHIBIT 97

PRODUCTS MAY CONTAIN CHEMICALS  
 KNOWN TO THE STATE OF CALIF TO  
 CAUSE CANCER, BIRTH DEFECTS OR  
 OTHER REPRODUCTIVE HARM

Subtotal	\$120.60
Freight	\$0.00
Trade Discount	\$0.00
Tax	\$0.00
Total	\$120.60

# ACTION FIRE FAB & SUPPLY, INC.

SPRINKLERS • DEVICES • VALVES • HANGERS • PIPE • FITTINGS

MAIL TO: 1600 West Linne Road Tracy, California 95377 (209) 836-6460

DATE 8/29 8P

172797

DATE TIME

CUSTOMER ORDER NUMBER

DELIVER  PICK-UP

DATE REQUIRED

TERMS: 2% 10TH NET 30

Customer Name River City Job Name Truck Stock

Address

QUANTITY ORDERED	DESCRIPTION	QUANTITY SHIPPED	BACK-ORDER	UNIT PRICE	NET AMOUNT
12	Break lock	12		6.21	
6	1x1/2 90	6		1.22	
4	1x1/2 Tee	4		1.58	
4	1x1x3/4 Tee	4		1.90	
4	1x3/4 90	4		1.30	
4	1" Plug	4		.86	
4	1/4x1/2	4		.59	
4	1/4x3/4	4		1.02	
4	1/4x1/2	4		.86	
4	1/4x1/2	4		1.49	

*Truck Stock*

*[Signature]*

SIGNATURE BELOW CERTIFIES ACCEPTANCE OF GOODS ACTION FIRE FAB & SUPPLY INC.

ORDERED BY \_\_\_\_\_ DATE 8/29 DELIVERED BY SP

**FIRE FAB & PLY INC.**  
 RAMENTO  
 FAX: (916) 333-5910

B-TOTAL	120.60
TAX	
FREIGHT	
<b>TOTAL</b>	

TERMS - 2% 10th Net 30 days after the end of the month in which your material was received. \$100.00 minimum.  
 If Buyer shall employ an attorney to recover equipment or collect any sum due under this agreement, Purchaser promises to pay an additional sum and for attorney's fee, as the Court may adjudge reasonable. All overdue payments are subject to a Finance Charge at the rate of 1 1/4% per month, which is 18% per annum.  
 WARRANTY - are by product manufacturer; we assume no responsibility for labor charges involved in replacing defective material.  
 DEFECTIVE OR ERROR in shipment must be reported within 10 days after date of shipment.  
 RETURNS - Positively no goods will be accepted for credit unless our permission to return such goods is first secured in writing.

**EXHIBIT**



P.O. Box 6407  
 Robert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED 06/05/12	DATE INVOICED 06/05/12	INVOICE NUMBER 061545567	PAGE 1
--------------------------	---------------------------	-----------------------------	-----------

# INVOICE

CUST# (28769-00)  
**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S O L D T O

S H I P T O

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	TAXABLE			
TWIN RIVERS		EXP WILL CALL	2%10TH NET 25TH	ITEMS			
PART/DESCRIPTION	ORDER	SHIP	UNIT	AMOUNT	EXTENSION		
GLBGCV4 4 GRV*GRV CHECK VALVE RCV NON-POTABLE WATER USE ONLY - CONTAINS LEAD  ***** WATERWORKS UPDATE ***** PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100  OUR INV 69461 ID 6768 6/5/12 \$ 1,180.30  <b>POSTER</b>	1	1	424.27	2000	84.85 Y		
<small>THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE</small>		GROSS	TAX	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		84.85	0.00	0.00	0.00	0.00	84.85

*Janelle* Material Signed for by: Janelle 06/05/12

**EXHIBIT 9C**



EXPRESS ORDER

PAGE SUPPLY--SACRAMENTO  
8400 24TH AVE.  
SACRAMENTO, CA. 95826  
TEL: 916-386-8347  
FAX: 916-386-8674

PAGE # : 1  
ORDER # : 061545567  
ORD DATE: 06/05/12  
REQ DATE: 06/05/12  
ORD TYPE: EXPRESS ORDER  
P/TIME : 09:35AM  
P/DATE : 06/05/12

SHIP VIA : EXP WILL CALL  
FRT TERMS: BEST WAY  
CUST PO# : TWIN RIVERS  
W'BY : JOSHUA BOWERS  
TERMS : 2410TH NET 25  
JOB NAME :  
ORDERED BY: JENELLE

B  
1 28709-00  
L RIVER CITY FIRE EQUIP INC  
L  
2419 SELLERS WAY  
T W SACRAMENTO, CA 95691  
Q

S  
H 28709-00  
I RIVER CITY FIRE EQUIP INC  
P  
2419 SELLERS WAY  
T W SACRAMENTO, CA 95691  
Q

PHONE# 916-374-8295

LN#	QTY-SHP	QTY-ORD	PART NUMBER / DESCRIPTION	LOCATION	UM	PRICE	EXTENDED
1	1	1	6L86CV4 4 GRV*GRV CHECK VALVE ROV NON-POTABLE WATER USE ONLY - CONTAINS LEAD	0621002B3	EA		

\*\*\*\*\* WATERWORKS UPDATE \*\*\*\*\*  
\*\* PAGE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.  
\*\* CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100

84.85

EXHIBIT 70

SHIP & HANDLING: \_\_\_\_\_  
GHT : \_\_\_\_\_

SHIPPER#: \_\_\_\_\_  
SHIP DATE: \_\_\_\_\_

CARTON QTY: \_\_\_\_\_  
PULLED BY: JOBO

CUSTOMER SIGNATURE: \_\_\_\_\_

CUSTOMER NAME (PRINT): \_\_\_\_\_





P.O. Box 6407  
Rohnert Park, CA 94927-6407  
(707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
06/27/12	06/27/12	061566501	1

# INVOICE

CUST# (28709-00)  
RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
W SACRAMENTO, CA 95691

RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
W SACRAMENTO, CA 95691

CUSTOMER PURCHASE ORDER RAINBOW SALES	JOB NAME RAINBOW SALES	SHIPPED VIA PICK UP	TERMS 2%10TH NET 25TH	TAXABLE ITEMS			
PART/DESCRIPTION		ORDER	SHIP	LIST	QUANT	EXTENSION	
WCBOLTSET4 BOLT SET FLG 4"		2	2	8.31	.5126	8.52	N
WCKRINGRUB4 GASKET RUBBER RING 1/8 4		2	2	1.84	.8000	2.94	N
DCFSPOOLFLGFLG410 DI SPOOL FLG*FLG 4**1'0"		1	1	221.00	.6500	143.65	N
CHN442 PLIERS ADJ CURVED JAW 12 CHANNELLOCK		1	1	23.16	.8800	18.53	Y
<p>***** WATERWORKS UPDATE *****</p> <p>PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.</p> <p>CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100</p>							
<p>5034</p> <p>#974.43</p> <p>6/27/12</p> <p>69099</p>							
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS	TAXES	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		173.64	7.75	1.44	0.00	0.00	175.08

*Janel* Material Signed for by: Janel 06/27/12



41,52

PICK/PACK LIST

FACE SUPPLY--SACRAMENTO  
8400 24TH AVE.  
SACRAMENTO, CA 95826  
TEL: 916-386-8347  
FAX: 916-386-8674

PAGE # : 1  
ORDER # : 061566501  
ORD DATE: 06/26/12  
REQ DATE: 06/26/12  
ORD TYPE: REGULAR  
P/TIME : 08:43AM  
P/DATE : 06/27/12

~~ADUPLICATE~~  
SHIP VIA : PICK UP  
FRT TERMS: BEST WAY  
COST AC# : RAINBOW SALES  
W/DY : ADAM ANDRESEN  
TERMS : 2410TH NET 30  
JOB NAME : RAINBOW SALES  
ORDERED BY: JANEL

P S PHONE# 916-374-8295  
T 28709-00 H 28709-00  
L RIVER CITY FIRE EQUIP INC I RIVER CITY FIRE EQUIP INC  
L P  
2419 BELLERS WAY 2419 BELLERS WAY  
T W SACRAMENTO, CA 95691 T W SACRAMENTO, CA 95691  
O O

LN#	QTY--SHE	QTY--ORD	PART NUMBER / DESCRIPTION	LOCATION...	UM	PRICE..	EXTENDED
1	2	2	WBLBOLTSET4 BOLT SET FLG 4"	01030501	EA		
2	2	2	W6KRINGRUB4 GASKET RUBBER RING 1/8 4	013000	EA		
3	1	1	DCFSPOOLFLGFLG410 DI SPOOL FLG*FLG 4"*1"0"	410701	EA		
4	1	1	CHN442 PLIERS ADJ CURVED JAW 12 CHANNELLOCK	067001002	EA		

Handwritten circled numbers 1, 2, 3, 4 next to the table rows.

\*\*\*\*\* WATERWORKS UPDATE \*\*\*\*\*  
\*\* FACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.  
\*\* CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100

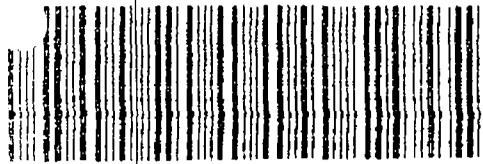
*Rainbow Sales Woodland*

**EXHIBIT** *CA*

TP&HANDLING: \_\_\_\_\_  
WEIGHT : \_\_\_\_\_

SHIPPER# : \_\_\_\_\_  
SHR DATE: *6-19-12*

CARTON QTY: \_\_\_\_\_  
PULLED BY: *[Signature]*



CUSTOMER SIGNATURE: \_\_\_\_\_  
CUSTOMER NAME (PRINT): \_\_\_\_\_

*Janel*



P.O. Box 6407  
 Rohnert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVENTORY NUMBER	PAGE
06/29/12	06/29/12	061570007	1

# INVOICE

CUST# (28709-00)  
**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S  
O  
L  
D  
T  
O

S  
H  
I  
P  
I  
O

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	TAXABLE ITEMS													
none	<b>FIRST NORTHERN BANK</b>	PICK UP	<b>2% 10TH NET 25TH</b>														
PART DESCRIPTION	ORDER	QTY	LIST	EXTENSION													
VLVGLBAV2 GLOBE ANGLE VALVE BRASS 2 IPS NON-POTABLE WATER USE ONLY - CONTAINS LEAD	1	1	86.97	86.97 N													
LEN23932 ALL-IN-ONE SCREWDRIVER 9-1 LENOX	1	1	15.53	15.53 Y													
<p>***** WATERWORKS UPDATE *****</p> <p>PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.</p> <p>CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100</p> <p>2461</p> <p>481.82</p> <p>6/29/12</p> <p>71161</p>																	
<b>POSTED</b>																	
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		<table border="1"> <tr> <th>NET</th> <th>TAX</th> <th>DISCOUNT</th> </tr> <tr> <td>53.22</td> <td>7.75</td> <td>0.90</td> </tr> </table>	NET	TAX	DISCOUNT	53.22	7.75	0.90	<table border="1"> <tr> <th>SHIPPING &amp; HANDLING</th> <th>OTHER CHARGES</th> </tr> <tr> <td>0.00</td> <td>0.00</td> </tr> </table>	SHIPPING & HANDLING	OTHER CHARGES	0.00	0.00	<table border="1"> <tr> <th>INVOICE TOTAL</th> </tr> <tr> <td>54.12</td> </tr> </table>		INVOICE TOTAL	54.12
NET	TAX	DISCOUNT															
53.22	7.75	0.90															
SHIPPING & HANDLING	OTHER CHARGES																
0.00	0.00																
INVOICE TOTAL																	
54.12																	

*Gennell* Material Signed for by: Gennell 06/29/12







P.O. Box 6407  
 Rohnert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
07/10/12	07/10/12	061578840	1

# INVOICE

CUST# (28709-00)  
**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S  
O  
L  
D  
O  
N  
O

S  
H  
I  
P  
T  
O

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	TAXABLE ITEMS			
RT INTERNATIONAL	RT INTERNATIONAL INSTRUMENTS	PICK UP	2%10TH NET 25TH				
PART/DESCRIPTION	ORDER	SHIP	LIST	MAJLT	EXTENSION		
WBLBOLTSET4 BOLT SET FLG 4"	1	1	8.31	.5547	4.61	Y	
WGRINGRUB4 GASKET RUBBER RING 1/8 4	2	2	1.84	.8000	2.94	Y	
DCFSP00LFLGFLG410 DI SP00L FLG*FLG 4**1'0"	1	1	221.00	.6500	143.65	Y	
MMK48004787 9" 14TPI ICE'D SAWZALL BLADE PKG OF 5	1	1	33.40	.7500	25.05	Y	
***** WATERWORKS UPDATE ***** PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100  1892 7/10/12 #688.53 71169							
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS	TAXES	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		176.25	0.00	0.00	0.00	0.00	176.25

**EXHIBIT** 105

Material Signed for by: Janell 07/10/12

\*\* PICK/PAK LIST \*\*

PAGE SUPPLY-SACRAMENTO  
 20 24TH AVE.  
 SACRAMENTO, CA. 95626  
 TEL: 916-386-8347  
 FAX: 916-386-8674

PAGE # : 2  
 ORDER # : 061578840  
 ORD DATE: 07/09/12  
 REQ DATE: 07/10/12  
 ORD TYPE: REGULAR  
 P/TIME : 09:08AM  
 P/DATE : 07/10/12

\*\*DUPLICATE\*\*  
 SHIP VIA : PICK UP  
 FRT TERMS: BEST WAY  
 CUST PO# : RT INTERNATIO  
 W/BY : ADAM ANDRESEN  
 TERMS : 2%10TH NET 25  
 JOB NAME : RT INTERNATIO  
 ORDERED BY: JANEL

B  
 I 28709-00  
 L RIVER CITY FIRE EQUIP INC  
 L  
 2419 SELLERS WAY  
 T W SACRAMENTO, CA 95691  
 Q

S PHONE# 916-374-8295  
 H 28709-00  
 I RIVER CITY FIRE EQUIP INC  
 P  
 2419 SELLERS WAY  
 T W SACRAMENTO, CA 95691  
 Q

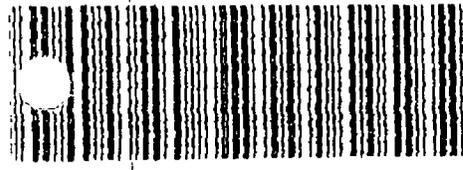
LN#	QTY-SHP	QTY-ORD	PART NUMBER / DESCRIPTION	LOCATION...	UM	PRICE..	EXTENDED
1		1	WBLBOLTSET4 BOLT SET FLG 4"	01030501	EA	4.61	4.61
2		2	WGKRINGRUB4 GASKET RUBBER RING 1/8 4	013000	EA	1.47	2.94
1		1	DCFSPODLFLGFLG410 DI SPODL FLG*FLG 4"*1'0"	410701	EA	143.65	143.65
1		1	MWK48004787 9" 14TPI ICE'D SAWZALL BLADE PKG OF 5	069001B09	PK	25.05	25.05

\*\* \*\*\*\*\* WATERWORKS UPDATE \*\*\*\*\*  
 \*\* PAGE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.  
 \*\* CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100

*RT Instruments*

\$SUB TOTAL : 176.25  
 \$SHIP&HANDLING: 0.00  
 \$TAX : 0.00  
 \$TOTAL : 176.25

SHIP&HANDLING: \_\_\_\_\_ SHIPPER#: \_\_\_\_\_ CARTON QTY: \_\_\_\_\_  
 EIGHT : \_\_\_\_\_ SHIP DATE: \_\_\_\_\_ PULLED BY: *[Signature]*



CUSTOMER SIGNATURE: \_\_\_\_\_  
 CUSTOMER NAME (PRINT): \_\_\_\_\_

EXHIBIT 10E



P.O. Box 6407  
 Rohnert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	DATE	INVOICE NUMBER	PAGE
09/06/12	09/06/12	061640164	1

# INVOICE

CUST# (28709-00)  
 RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S  
O  
L  
D  
T  
O

S  
H  
I  
P  
T  
O

500-715-200

CUSTOMER PURCHASE ORDER	JOB NAME	QUANTITY	UNIT PRICE	AMOUNT	TERMS	TAXABLE ITEMS
SUN FOODS 5908	SUN FOODS 72374	\$2585.52	4-7-12		2%10TH NET 25TH	
PART/DESCRIPTION		ORDER	QTY	UNIT	AMOUNT	EXTENSION
LEN960R BLADE SAWZALL 9"18T LENOX		2	2	6.39	.7500	9.58 Y
LEN106R SAWZALL BLADE 12"6T DEMOLITION(1=1 BLADE) LENOX		1	1	7.36	.7500	5.52 Y
LENV224HE HACKSAW BLADES 12" X 24TPI LENOX		5	5	2.39	.7500	8.95 Y
LEN12132HT50 HIGH TENSION HACKSAW FRAME LENOX		1	1	36.11	.7500	27.08 Y
<p>***** WATERWORKS UPDATE *****</p> <p>PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.</p> <p>CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100</p>						
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS	TAX	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES
		51.13	7.75	3196	0.00	0.00
INVOICE TOTAL						55.09

PAID  
 09/10/12

Material Signed for by: Janell 09/05/12

EXHIBIT 09





P.O. Box 6407  
 Rohnert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
08/22/12	08/22/12	061624343	1

# INVOICE

CUST# (28709-00)  
**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S  
O  
L  
D  
I  
O

S  
H  
I  
P  
I  
O

ELK GROVE Inv. 72306

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	TAXABLE ITEMS			
CENTRY THEATRE	1333	PICK UP	2%10TH NET 25TH				
	08/23/12			\$1,221.66			
PART/DESCRIPTION	ORDER	SHIP	LIST	AMOUNT	EXTENSION		
DOTDA38 3/8-16 DROP IN ANCHOR ZINC PLTD STEEL	10	10	1.22	.5000	6.10 Y		
ROOPLTCPLG38 3/8" COUPLING NUTS ZN PLTD	10	10	43.62		4.36 Y		
DISBI901 ELL 90 BLK DI SCREWED IMPORT 1 092201296351	4	4	9.89	.0810	3.20 Y		
DISBIPLG134 CPLG BLK DI SCREWED IMPORT RED 1*3/4 092201296566	2	2	11.79	.1150	2.72 Y		
DISBIT1 TEE BLK DI SCREWED IMPORT 1 092201297259	2	2	14.10	.0810	2.28 Y		
RELGP2C RASCO G PEND 212 1/2 5.6K CHR	6	6	26.24	.2700	42.48 Y		
RELF1FR56P1C RASCO F1FR56 PEND 155 1/2 5.6K CHR	6	6	37.44	.1570	35.28 Y		
GLBAE325422 1/2 REC ESC PO CHR 3/4 ADJ	4	4	3.33	.2000	2.68 Y		
GLBAE325426 1/2 REC ESC PO WHT 3/4 ADJ	4	4	3.33	.2000	2.68 Y		
FPP02082 MAIN CONTROL SIGN 6*2	1	1	8.78	.7000	8.55 Y		
FPP03150 LUBEFIT COUPLING GREASE 1QT	1	1	7.63	.7000	5.34 Y		
***** WATERWORKS UPDATE ***** PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100							
<div style="border: 1px solid black; padding: 5px; transform: rotate(-15deg);">                     Janeli Does not have the packing slip okayed 9-5-12                 </div>							
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS	TAXES	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		107.67	0.00	0.00	0.00	0.00	107.67

PAID 08/23/12





P.O. Box 6407  
Rohnert Park, CA 94927-6407  
(707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
09/06/12	09/06/12	061637106	1

# INVOICE

CUST# (28709-80)  
**RIVER CITY FIRE EQUIP INC**  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

RIVER CITY FIRE EQUIP INC  
 2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

SOLD TO

SHIP TO

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	PAYABLE ITEMS			
CANYON CREEK 6153	CANYON CREEK 72376 9/7/12 #369.11	PICK UP	2%10TH NET 25TH				
PART/DESCRIPTION	QTY	UNIT	PRICE	EXTENSION			
FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2	2		31.21	62.42 Y			
FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2	1		31.21	31.21 Y			
FHACAPHYDPLASTIC212 PLASTIC HYDRANT CAP W/ CHAIN 2-1/2(YELLOW)	3		25.32	75.96 Y			
***** WATERWORKS UPDATE ***** PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100							
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS	TAX	SALESTAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		169.59	0.00	0.00	0.00	0.00	169.59

**POSTED**  
9/10/12

Material Signed for by: Janell 09/05/12

**EXHIBIT** 101



\*\*\*\*\* PICK/PAK LIST \*\*\*\*\*

CE SUPPLY-SACRAMENTO  
6400 24TH AVE.  
SACRAMENTO, CA. 95826  
TEL: 916-386-8347  
FAX: 916-386-8674

PAGE # : 2  
ORDER # : 061637106  
ORD DATE: 08/31/12  
REQ DATE: 09/04/12  
ORD TYPE: REGULAR  
P/TIME : 02:30PM  
P/DATE : 09/05/12

\*\*DUPLICATE\*\*  
SHIP VIA : PICK UP  
FRT TERMS: BEST WAY  
CUST POW : CANYON CREEK  
W/BY : ADAM ANDRESEN  
TERMS : 2%10TH NET 25  
JOB NAME : CANYON CREEK  
ORDERED BY: JANEL

B S PHONE# 916-374-8295  
I 28709-00 H 28709-00  
L RIVER CITY FIRE EQUIP INC I RIVER CITY FIRE EQUIP INC  
L P  
2419 SELLERS WAY 2419 SELLERS WAY  
T W SACRAMENTO, CA 95691 T W SACRAMENTO, CA 95691  
O O

LN#	QTY-SHP	QTY-ORD	PART NUMBER / DESCRIPTION	LOCATION...	UM	PRICE..	EXTENDED
2		2	FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2 TRANSFER FROM: FACE SUPPLY - STOCKTON	079901C09	EA		
1		1	FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2	079901C09	EA		
3		3	FHACAPHYDPLASTIC212 PLASTIC HYDRANT CAP W/ CHAIN 2-1/2(YELLOW)	079901C10	EA		

\*\* \*\*\*\*\* WATERWORKS UPDATE \*\*\*\*\* \*\*  
\*\* FACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. \*\*  
\*\* CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100 \*\*

SHIP&HANDLING: \_\_\_\_\_  
NE AT : \_\_\_\_\_

SHIPPER#: WIC  
SHP DATE: 9-5-12

CARTON QTY: \_\_\_\_\_  
PULLED BY: TRBA



CUSTOMER SIGNATURE: \_\_\_\_\_  
CUSTOMER NAME (PRINT): \_\_\_\_\_

EXHIBIT / 25

# FERGUSON® Fire & Fabrication, Inc.

233 HARTER AVENUE  
WOODLAND, CA 95776-5917

INVOICE NUMBER	CUSTOMER #	PAGE
3237194	1312	1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
866-928-1577

FERGUSON FIRE & FAB #703  
FILE# 56809  
LOS ANGELES, CA 90074-6809

00000461 01 AB 0.374 01 TR 004 FRIDDA01 000000  
RIVER CITY FIRE EQUIP  
DBA FIRE SAFE  
PO BOX 980305  
WEST SACRAMENTO, CA 95691

SHIP TO  
COUNTER PICK UP  
233 HARTER AVENUE  
WOODLAND, CA 95776-5917



SHIP WHSE	SELL WHSE	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
07	707	CAE	JANELLE	707	SHOP	06/01/12	10 25749

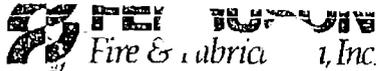
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU!!!			
8	8	VL030004PE0	3 PTD F/LOCK FLEX COUP E 004	7.381	EA	59.0
2	2	VL040004GEO	4 GALV F/LOCK FLEX COUP E 004	12.524	EA	25.0
1	1	VL044750PE0	4X3 PTD GRV COUP E GSKT 750	42.628	EA	42.6
	1	VF030006P00	3 F/LOCK CAP 006	4.340	EA	4.3
	1	VF040006P00	4 F/LOCK CAP 006 PTD	6.440	EA	6.4
2	2	A400M	3 PLN RSR CLMP	3.836	EA	7.6
2	2	VF030010P00	3 PTD GRV 90 ELL. 10	11.832	EA	23.6
INVOICE SUB-TOTAL						168.8

POSTER  
6-6-12



EXHIBIT 10K

\*\*\*\*\*  
AD LAW NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS  
T OMPLY WITH LOW LEAD LAWS. THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER  
P ATIONS.



FERGUSON FIRE & FAB #707

233 HARTER AVENUE

WOODLAND, CA 95776-5917

PH: 530-662-1777 FAX: 530-662-0797

STOCK SALES ORDER

SG LE = ...  
IB FRT = ...  
DB SHP = N  
01 JUN 2012 15:3

WRITER SALESMAN  
DRH 707

ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.
3237194	06/01/12	707	707

CUSTOMER NO	CUSTOMER ALPHA	CONTRACT NO	BID NO	ORDER DATE	ORDERED BY
1312	RIVERCITY			06/01/12	JANELLE

INSTRUCTIONS

OML CONTACT  
Dominik Horak

RIVER CITY FIRE EQUIP  
DBA FIRE SAFE  
PO BOX 980305  
WEST SACRAMENTO, CA 95691

SHIP TO

COUNTER PICK UP  
233 HARTER AVENUE  
WOODLAND, CA 95776-5917

168.84

SHIP VIA  
CPU COUNTER PICK-UP

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

VENDOR  
VENDOR PO NO

ROUTE NO	RUN NO (DEP)

ROUTE DESC

CUSTOMER PO NO	JOB NAME	ATTN
JANELLE	SHOP	

SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY

LINE	ORDER QTY	SHIP QTY	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle
1	8	(8)	0	VL030004PE0	3 PTD F/LOCK FLEX COUP E 004					12
2	2	(2)	0	VL040004GE0	4 GALV F/LOCK FLEX COUP E 004					11
3	1	(1)	0	VLD44750PE0	4X3 PTD GRV COUP E GSKT 750					12
4	1	(1)	0	VF030006P00	3 F/LOCK CAP 006					13
5	1	(1)	0	VF040006P00	4 F/LOCK CAP 006 PTD					13
6	2	(2)	0	A400M	3 PLN RSR CLMP					75
7	2	(2)	0	VF030010P00	3 PTD GRV 90 ELL 10					12
TOTAL WEIGHT OF ORDER:								48.590 lbs		

\*\*\*\*\*  
EAD LAW NOTICE: Brass/bronze products without "LF" in the description field may contain lead and thus not comply with low lead laws; these products must not be used in potable water applications.  
\*\*\*\*\*

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES. SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: *Janelle D...*

DATE: \_\_\_\_\_ CUSTOMER COPY

TERMS:



P.O. Box 6407  
 Rohnert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
09/06/12	09/06/12	061640164	1

# INVOICE

CUST# (28789-08)  
 RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S  
O  
L  
D  
T  
O

S  
H  
I  
P  
T  
O

511-715 (???)

CUSTOMER PURCHASE ORDER	JOB NAME	AMOUNT	DATE	SHIPPED VIA	TERMS	TAXABLE ITEMS
SUN FOODS 5908	SUN FOODS 72374	\$2585.52	9-7-12	WILL CALL	2%10TH NET 25TH	
PART/DESCRIPTION	ORDER	QTY	UNIT	PRICE	AMOUNT	EXTENSION
LEN960R BLADE SAWZALL 9*18T LENOX	2	2		6.39	.7500	9.58 Y
LEN106R SAWZALL BLADE 12*6T DEMOLITION(1=1 BLADE) LENOX	1	1		7.36	.7500	5.52 Y
LENV224HE HACKSAW BLADES 12" X 24TPI LENOX	5	5		2.39	.7500	8.95 Y
LEN12132HT50 HIGH TENSION HACKSAW FRAME LENOX	1	1		36.11	.7500	27.08 Y
<p>***** WATERWORKS UPDATE *****</p> <p>PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED.</p> <p>CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100</p>						
<p>PAID 09/10/12</p>						
<p>EXHIBIT 10A</p>						
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FRONT AND REVERSE	GROSS	TAX	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
	51.13	7.75	3.96	0.00	0.00	55.09

Material Signed for by: Janell 09/05/12



PICK/PACK LIST

PAGE # : 1
ORDER # : 061640164
SHIP VIA : WILL CALL
ORD DATE: 09/05/12
FRT TERMS: BEST WAY
REQ DATE: 09/05/12
CUST PO# : SUN FOODS
ORD TYPE: COUNTER SALES
W/BY : TROY BARRON
P/TIME : 02:35PM
TERMS : 2\*10TH NET 25
P/DATE : 09/05/12
JOB NAME : SUN FOODS
ORDERED BY: JANELL

B S PHONE# 916-374-8295
I 28709-00 H 28709-00
L RIVER CITY FIRE EQUIP INC J RIVER CITY FIRE EQUIP INC
L P
2419 SELLERS WAY 2419 SELLERS WAY
T W SACRAMENTO, CA 95691 T W SACRAMENTO, CA 95691
O O

Table with columns: LN#, QTY-SHP, QTY-ORD, PART NUMBER / DESCRIPTION, LOCATION, UM, PRICE, EXTENDED. Includes items like LENS960R, LENS106R, LENS224HE, LENS12132HT50.

\*\* WATERWORKS UPDATE \*\*
\*\* FACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. \*\*
\*\* CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100 \*\*

EXHIBIT 13A

WEIGHT : \_\_\_\_\_

SHIPPER#: WK
SHP DATE: 9-5-12

CARTON QTY: \_\_\_\_\_
PULLED BY: TRBA



CUSTOMER SIGNATURE: \_\_\_\_\_
CUSTOMER NAME (PRINT): \_\_\_\_\_



P.O. Box 6407  
 Rohnert Park, CA 94927-6407  
 (707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
08/22/12	08/22/12	061624343	1

# INVOICE

CUST# (28709-00)  
 RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
 W SACRAMENTO, CA 95691

S  
O  
L  
O  
I  
D

S  
H  
I  
P  
I  
D

ELK GROVE Inv. 72306

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	TAXABLE			
CENTRY THEATRE	1333, 08/23/12, \$1,221.66	PICK UP	2%10TH NET 25TH	ITEMS			
PART/DESCRIPTION	ORDER	QTY	UNIT	AMOUNT	EXTENSION		
D0TDA38 3/8-16 DROP IN ANCHOR ZINC PLTD STEEL	10	10	1.22	.5000	6.10	Y	
RODFLTCPG38 3/8" COUPLING NUTS ZN PLTD	10	10	43.62		4.36	Y	
DISB1901 ELL 90 BLK DI SCREWED IMPORT 1 092201296351	4	4	9.89	.0810	3.20	Y	
DISBIT0134 CPLG BLK DI SCREWED IMPORT RED 1*3/4 092201296566	2	2	11.79	.1150	2.72	Y	
DISBIT1 TEE BLK DI SCREWED IMPORT 1 092201297259	2	2	14.10	.0810	2.28	Y	
RELGP2C RASCO G PEND 212 1/2 5.6K CHR	6	6	26.24	.2700	42.48	Y	
RELF1FR56P1C RASCO F1FR56 PEND 155 1/2 5.6K CHR	6	6	37.44	.1570	35.28	Y	
GLBAE325422 1/2 REC ESC PO CHR 3/4 ADJ	4	4	3.33	.2000	2.68	Y	
GLBAE325426 1/2 REC ESC PO WHT 3/4 ADJ	4	4	3.33	.2000	2.68	Y	
FPP02082 MAIN CONTROL SIGN 6*2	1	1	0.78	.7000	0.55	Y	
FPP03150 LUBEFIT COUPLING GREASE 1QT	1	1	7.63	.7000	5.34	Y	
***** WATERWORKS UPDATE ***** PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100							
<div style="border: 1px solid black; padding: 5px; width: fit-content;">                     Janel does not have the packing slip okayed 9-5-12                 </div>							
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE AND REVERSE		GROSS	TAX%	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		107.67	0.00	0.00	0.00	0.00	107.67

PAID 08/22/12

EXHIBIT 1060



P.O. Box 6407  
Rohnert Park, CA 94927-6407  
(707) 545-7101 Fax (707) 577-0964

DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	PAGE
09/06/12	09/06/12	061637106	1

# INVOICE

CUST# (28709-00)  
RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
W SACRAMENTO, CA 95691

RIVER CITY FIRE EQUIP INC

2419 SELLERS WAY  
W SACRAMENTO, CA 95691

C O L D I T O

S H I P I O

CUSTOMER PURCHASE ORDER	JOB NAME	SHIPPED VIA	TERMS	FAVORABLE ITEMS			
CANYON CREEK 6153	CANYON CREEK 72376 9/7/12 \$369.11	PICK UP	2%10TH NET 25TH				
PART/DESCRIPTION	ORDER	SHIP	UNIT	MULT	EXTENSION		
FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2	2	2	31.21		62.42	Y	
FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2	1	1	31.21		31.21	Y	
FHACAPHYDPLASTIC212 PLASTIC HYDRANT CAP W/ CHAIN 2-1/2 (YELLOW)	3	3	25.32		75.96	Y	
***** WATERWORKS UPDATE ***** PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100							
THIS INVOICE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE REVERSE		GROSS	TAX	SALES TAX	SHIPPING & HANDLING	OTHER CHARGES	INVOICE TOTAL
		169.59	0.00	0.00	0.00	0.00	169.59

POSTED  
9/10/12

EXHIBIT 108

Material Signed for by: Janell 09/05/12



PICK/PACK LIST

PACE SUPPLY-SACRAMENTO  
1400 24TH AVE.  
SACRAMENTO, CA. 95826  
TEL: 916-386-8347  
FAX: 916-386-8674

PAGE # : 2  
ORDER # : 061637106  
ORD DATE: 08/31/12  
REQ DATE: 09/04/12  
ORD TYPE: REGULAR  
P/TIME : 02:30PM  
P/DATE : 09/05/12

\*\*DUPLICATE\*\*  
SHIP VIA : PICK UP  
FRT TERMS: BEST WAY  
CUST PO# : CANYON CREEK  
W/BY : ADAM ANDRESEN  
TERMS : 2%10TH NET 25  
JOB NAME : CANYON CREEK  
ORDERED BY: JANEL

B S PHONE# 916-374-8295  
I 28709-00 H 28709-00  
L RIVER CITY FIRE EQUIP INC I RIVER CITY FIRE EQUIP INC  
L P  
2419 SELLERS WAY 2419 SELLERS WAY  
T W SACRAMENTO, CA 95691 T W SACRAMENTO, CA 95691  
O O

LN#	QTY-SHP	QTY-ORD	PART NUMBER / DESCRIPTION	LOCATION...	UM	PRICE..	EXTENDED
2		2	FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2 TRANSFER FROM: PACE SUPPLY - STOCKTON	079901C09	EA		
1		1	FHACAPHYDPLASTIC412 PLASTIC HYDRANT CAP W/ CHAIN 4-1/2	079901C09	EA		
3		3	FHACAPHYDPLASTIC212 PLASTIC HYDRANT CAP W/ CHAIN 2-1/2(YELLOW)	079901C10	EA		

\*\* \*\*\*\*\* WATERWORKS UPDATE \*\*\*\*\* \*\*  
\*\* PACE SACRAMENTO HAS ALL YOUR UNDERGROUND NEEDS COVERED. \*\*  
\*\* CALL OUR UNDERGROUND TEAM DIRECT AT 916-379-5100 \*\*

SHIP & HANDLING: \_\_\_\_\_  
DATE: \_\_\_\_\_

SHIPPER#: WLC CARTON QTY: \_\_\_\_\_  
SHP DATE: 9-5-12 PULLED BY: TRBA

CUSTOMER SIGNATURE: \_\_\_\_\_  
CUSTOMER NAME (PRINT): \_\_\_\_\_



EXHIBIT 100

# FERGUSON® Fire & Fabrication, Inc.

233 HARTER AVENUE  
WOODLAND, CA 95776-5917

Please contact with Questions:  
866-928-1577

INVOICE NUMBER	CUSTOMER #	PAGE
3237194	1312	1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON FIRE & FAB #703  
FILE# 56809  
LOS ANGELES, CA 90074-6809

00000461 01 AB 0.374 01 TR 004 FRIDDA01 000000  
RIVER CITY FIRE EQUIP  
DBA FIRE SAFE  
PO BOX 980305  
WEST SACRAMENTO, CA 95691

SHIP TO:

COUNTER PICK UP  
233 HARTER AVENUE  
WOODLAND, CA 95776-5917



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
07	707	CAE	JANELLE	707	SHOP	06/01/12	10 25749

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU!!!			
8	8	VLO30004PEO	3 PTD F/LOCK FLEX COUP E 004	7.381	EA	59.0
2	2	VLO40004GEO	4 GALV F/LOCK FLEX COUP E 004	12.524	EA	25.0
1	1	VLD44750PEO	4X3 PTD GRV COUP E GSKT 750	42.628	EA	42.6
	1	VF030006P00	3 F/LOCK CAP 006	4.340	EA	4.3
	2	VF040006P00	4 F/LOCK CAP 006 PTD	6.440	EA	6.4
2	2	A400M	3 PLN RSR CLMP	3.836	EA	7.6
2	2	VF030010P00	3 PTD GRV 90 ELL. 10	11.832	EA	23.6
			INVOICE SUB-TOTAL			16

POSTED  
6-6-12

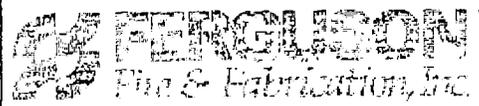


EXHIBIT 10R

AD LAW NOTICE: BRASS/BRONZE PRODUCTS WITHOUT "LF" IN THE DESCRIPTION FIELD MAY CONTAIN LEAD AND THUS IT COMPLY WITH LOW LEAD LAWS. THESE PRODUCTS MUST NOT BE USED IN POTABLE WATER APPLICATIONS.



FERGUSON FIRE & FAB #707  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

PH: 530-662-1777 FAX: 530-662-0797

STOCK SALES ORDER

SHIP ROOM = R3  
 S. CE = E  
 JB FRT = N  
 QB SHP = N  
 01 JUN 2012 15:31

WRITER DRH SALESMAN 707

ORDER NO.	REQUIRED DATE	SHIP WHS	SELL WHS.
3237194	06/01/12	707	707

CUSTOMER NO	CUSTOMER ALPHA	CONTRACT NO	BID NO	ORDER DATE	ORDERED BY
1312	RIVERCITY			06/01/12	JANELLE

INSTRUCTIONS  
 168.84

OML CONTACT  
 Dominik Horak

RIVER CITY FIRE EQUIP  
 DBA FIRE SAFE  
 PO BOX 980305  
 WEST SACRAMENTO, CA 95691  
 CUST. PH: 916-374-8295

COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

VENDOR

VENDOR PO NO

CUSTOMER P.O. NO.	JOB NAME	ATTN
JANELLE	SHOP	

SHIP VIA  
 CPU COUNTER PICK-UP

ROUTE NO

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE DESC

SHIP WT.	SHIP DATE	DELIVERED BY

PACKED BY  
 CHECKED BY

LINE	ORDER QTY	SHIP QTY	BO. QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	PO. NO.	aisle L
1	3	(3)	0	VL030004PE0	3 PTD F/LOCK FLEX COUP E 004					121
2	4	(4)	0	VL040004GE0	4 GALV F/LOCK FLEX COUP E 004					110
3	1	(1)	0	VLD44750PE0	4X3 PTD GRV COUP E GSKT 750					122
4	3	(3)	0	VF030006P00	3 F/LOCK CAP 006					130
5	4	(4)	0	VF040006P00	4 F/LOCK CAP 006 PTD					130
6	3	(3)	0	A400H	3 PLN RSR CLMP					130
7	3	(3)	0	VF030010P00	3 PTD GRV 90 ELL 10					120
TOTAL WEIGHT OF ORDER:						48.540 lbs				

\*\*\*\*\*  
 LEAD LAW NOTICE: Brass/bronze products without "LF" in the description field may contain lead and thus not comply with low lead laws. These products must not be used in potable water applications.  
 \*\*\*\*\*

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION RETURNED MATERIALS SUBJECT TO HANDLING CHARGES	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY						

CUSTOMER'S SIGNATURE: *Janelle David*

DATE: \_\_\_\_\_ CUSTOMER COPY

TERMS: \_\_\_\_\_

**sanford rudnick**

---

**From:** Sarah Clark [sarah@rivercityfireequip.com]  
**Sent:** Monday, September 17, 2012 3:48 PM  
**To:** sanford rudnick  
**Subject:** for my declaration... Terracina @ elk grove  
**Attachments:** Resampled952012-07-139519-06-1595613.jpg; 2012-07-13\_19-04-29\_857.jpg; 2012-07-13\_19-02-13\_739.jpg

Sandy,

Here are a few pictures Janell provided me with regards to her follow-up on Jon's job that needed "warranty repairs" done. I wasn't sure if you could make them part of the declaration as an exhibit (line 5 on declaration). I am scanning more documentation for Janell being a supervisor as you have laid out in my declaration and will be sending shortly...

---

**Subject:** Terracina Apartments in @ elk grove warranty call – leaking head

Per Janell – there were 8 heads in the apartment - 2 replaced by Jon on 7/11/12 -

6 others either have paint or corrosion and Jon should have replaced or noted them on his report but he did not (see attached pictures). Of special concern was the corrosion – it should have been noticed. One head was leaking (prompting the warranty call) it was not properly screwed in. Janell fixed head and noted corrosion.

EXHIBIT

9/20/2012

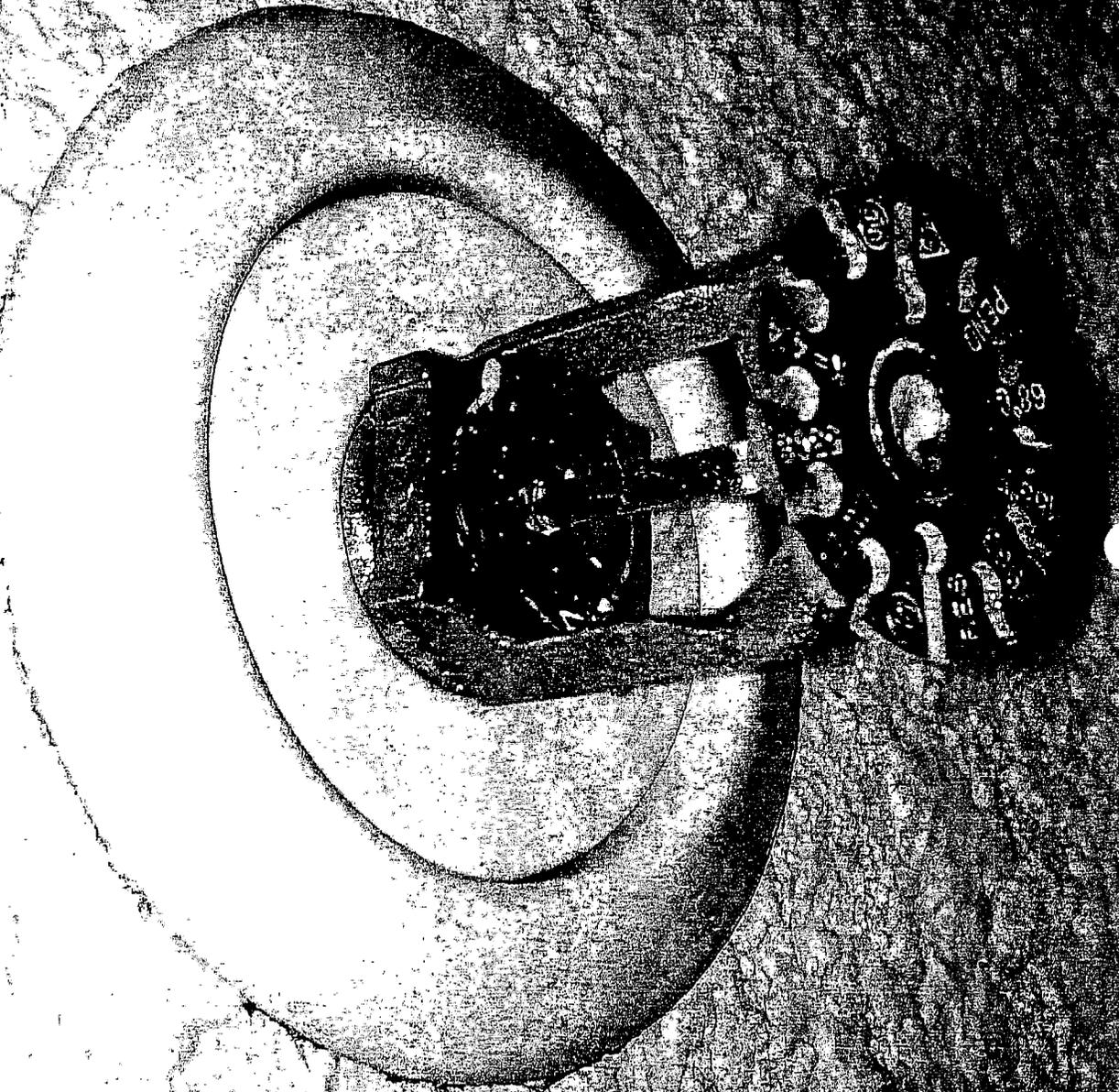
EXHIBIT 1A



00

00





EX-111



ORIGINAL CONTRACT

DIVISION OF ADMINISTRATIVE SERVICES  
OFFICE OF BUSINESS SERVICES  
10000 Goethe Road, Suite C1  
Sacramento, CA 95827



March 15, 2012

Robin Pelton  
Customer Service  
River City Fire Equipment Co., Inc  
2419 Sellers Way  
West Sacramento, CA 95691

Dear Ms. Pelton:

**AGREEMENT NUMBER: 5600002807  
(FORMERLY BID #6000000597)  
SERVICES: FIRE SUPPRESSION SYSTEM MAINTENANCE, INSPECTION, REPAIR,  
TESTING AND CERTIFICATION**

Enclosed for your files is a fully executed Agreement regarding the services described above with the California Department of Corrections and Rehabilitation for the period of January 31, 2012 through September 30, 2013.

A copy of this Agreement has been forwarded to the Sacramento Regional Accounting Office, which is responsible for the payment of approved invoices. In order to expedite the payment process, please ensure all invoices submitted to the State are submitted in accordance with the payment provisions of this Agreement. Invoices must be accurate; reasonable for the services performed and costs incurred, and include all applicable receipts and necessary supporting documentation as stated in this Agreement. Every invoice must also clearly state the Agreement Number and the Purchase Order Number.

**Northern California Youth Correctional Center (NCYC)**

<u>Fiscal Year</u>	<u>Work Completed During</u>	<u>Purchase Order Number</u>
2011/12	01/31/2012 to 06/30/2012	4500128504
2012/13	07/01/2012 to 06/30/2013	4500128506
2013/14	07/01/2013 to 09/30/2013	4500128508

**Folsom State Prison (FSP), Mule Creek State Prison (MC), California State Prison-Sacramento (SAC), California State Prison (SOL)**

<u>Fiscal Year</u>	<u>Work Completed During</u>	<u>Purchase Order Number</u>
2011/12	01/31/2012 to 06/30/2012	4500128509 (not including MC)
2012/13	07/01/2012 to 06/30/2013	4500128510
2013/14	07/01/2013 to 09/30/2013	4500128511

A Voluntary Statistical Data Sheet is also enclosed.

EXHIBIT 12

SUMMARY

GROUPS	AMOUNT
Group 7: FSP & FTF	\$ 9,080.00
Group 12: MCSP	\$ 15,775.00
Group 13: NCYCC	\$ 28,370.00
Group 17: SAC	\$ 23,720.00
Group 19: SOL	\$ 70,425.00

\$ 147,370.00  
BASIS OF AWARD

\$ 184,213.00  
TOTAL AGREEMENT AMOUNT  
(25% increase)

EXHIBIT 12A

Robin Pelton  
Page 2

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-6166.

Sincerely,

*Maria Costa*

Maria Costa  
Contract Analyst  
Institution Services Contracts Section  
Contracts Management Branch

Enclosures

cc: FSP, MC, NCYC, SAC, SOL

EXHIBIT

12/16

**Group 7 - Folsom State Prison (FSP) & Folsom Transitional Treatment Facility (FTTF)**

A. QUARTERLY MAINTENANCE AND INSPECTION							
Wet Sprinkler Systems							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Wet Sprinkler System	95.00	X	10	X	8	= \$ 7,600.00
<b>TOTAL A (SUM of 1)</b>							<b>= \$ 7,600.00</b>

B. ANNUAL MAINTENANCE AND INSPECTION SERVICES - Fire Pumps							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
2	Peerless Centrifugal Fire Pump Model 2.5, PVF8, 100GPM	150.00	X	2	X	2	= \$ 600.00
<b>TOTAL B (SUM of 2)</b>							<b>= \$ 600.00</b>

C. *HOURLY REPAIR RATE				
	Hourly Rate		Estimated Number of Hours	Total
	95.00	X	4	= \$380.00

D.	FSP & FTTF PARTS ESTIMATE FOR CONTRACT TERM	\$500.00
----	---	----------

E.	TOTAL COST OF FSP & FTTF (A+B+C+D)	= \$ 9,080.00
		<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.

**EXHIBIT 12 C**

**Group 12 - Mule Creek State Prison (MCSP)**

March 1, 2013 through September 30, 2013

<b>A. SEMI-ANNUAL MAINTENANCE AND INSPECTION</b>							
<b>SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Ansul Dry Chemical Fire Extinguishing Systems	85.00	X	4	X	1	= \$ 340.00
2	Preston Ansul Dry Chemical Fire Extinguishing Systems	85.00	X	4	X	1	= \$ 340.00
3	Ansul Wet Chemical Fire Extinguishing Systems	85.00	X	17	X	1	= \$ 1,445.00
4	Halon Fire Suppression System	95.00	X	2	X	1	= \$ 190.00
<b>TOTAL A (SUM of 1+2+3+4)</b>							<b>= \$ 2,315.00</b>

<b>B. QUARTERLY INSPECTION, TESTING AND MAINTENANCE SERVICES</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
5	Automatic Fire Sprinkler	95.00	X	17	X	2	= \$ 3,230.00
6	Preston Automatic Fire Sprinkler	95.00	X	7	X	2	= \$ 1,330.00
7	Standpipe Systems	75.00	X	21	X	2	= \$ 3,150.00
<b>TOTAL B (SUM of 5+6+7)</b>							<b>= \$ 7,710.00</b>

<b>C. *HOURLY REPAIR RATE</b>							
	Hourly Rate			Estimated Number of Hours			Total
	95.00	X		50			= \$ 4,750.00

<b>D.</b>	<b>MCSP PARTS ESTIMATE FOR CONTRACT TERM</b>	<b>\$ 1,000.00</b>
-----------	--	--------------------

<b>E.</b>	<b>TOTAL OF MCSP A+B+C+D</b>	<b>= \$ 15,775.00</b>
		<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.

**Group 13 - Northern California Youth Correctional Center (NCYCC)**

(includes NCYCC Central Complex, CHAD, and O.H. Close equipment)

<b>A. SEMI-ANNUAL MAINTENANCE AND INSPECTION</b>							
<b>SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Pyro Chem PCI Dry Chem	85.00	X	3	X	4	= \$ 1,020.00
<b>TOTAL A (SUM of 1)</b>							<b>= \$ 1,020.00</b>

<b>B. ANNUAL FIRE SPRINKLER AND STANDPIPE SERVICE</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
2	Wet pipe fire sprinkler system	95.00	X	30	X	2	= \$ 5,700.00
<b>TOTAL B (SUM of 2)</b>							<b>= \$ 5,700.00</b>

<b>C. FIVE YEAR CERTIFICATION FIRE SPRINKLER AND STANDPIPE SERVICE</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
3	Wet pipe fire sprinkler system	95.00	X	30	X	1	= \$ 2,850.00
<b>TOTAL C (SUM of 3)</b>							<b>= \$ 2,850.00</b>

<b>D. *HOURLY REPAIR RATE</b>						
	Hourly Rate			Estimated Number of Hours		Total
	95.00	X		40		= \$ 3,800.00

<b>E.</b>	<b>NCYCC PARTS ESTIMATE FOR CONTRACT TERM</b>	<b>\$ 15,000.00</b>
-----------	---	---------------------

<b>F.</b>	<b>TOTAL OF NCYCC A+B+C+D+E</b>	<b>= \$ 28,370.00</b>
		<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.

**EXHIBIT 25**

**Group 17 - California State Prison-Sacramento (SAC)**

<b>A. SEMI-ANNUAL MAINTENANCE AND INSPECTION SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Halon Flood System-PBX Room	95.00	X	1	X	2	= \$ 190.00
<b>TOTAL A (SUM of 1)</b>							<b>= \$ 190.00</b>

<b>B. ANNUAL FIRE SPRINKLER AND STANDPIPE SERVICE</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
2	Wet pipe fire sprinkler system	95.00	X	42	X	1	= \$ 3,990.00
3	Standpipe Type II system	75.00	X	30	X	2	= \$ 4,500.00
<b>TOTAL B (SUM of 2+3)</b>							<b>= \$ 8,490.00</b>

<b>C. FIVE YEAR CERTIFICATION FIRE SPRINKLER AND STANDPIPE SERVICE</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
4	Wet pipe fire sprinkler system	95.00	X	42	X	1	= \$ 3,990.00
5	Standpipe Type II system	75.00	X	30	X	1	= \$ 2,250.00
<b>TOTAL C (SUM of 4+5)</b>							<b>= \$ 6,240.00</b>

<b>D. *HOURLY REPAIR RATE</b>							
	Hourly Rate			Estimated Number of Hours			Total
	95.00		X	40			= \$ 3,800.00

<b>E.</b>	<b>CSP-SAC PARTS ESTIMATE FOR CONTRACT TERM</b>	<b>\$ 5,000.00</b>
-----------	---	--------------------

<b>F.</b>	<b>TOTAL OF SAC A+B+C+D+E</b>	<b>= \$ 23,720.00</b>
		<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.

**EXHIBIT 12F**

**Group 19- California State Prison - Solano (SOL)**

A. QUARTERLY INSPECTIONS							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Wet System	95.00	X	25		8	= \$ 19,000.00
TOTAL A (SUM of 1)							= \$ 19,000.00

B. ANNUAL FIRE SPRINKLER AND STANDPIPE SERVICE							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
2	Wet pipe fire sprinkler system	95.00	X	25	X	2	= \$ 4,750.00
3	Standpipe Type II system	75.00	X	52	X	2	= \$ 7,800.00
TOTAL B (SUM of 2+3)							= \$ 12,550.00

C. FIVE YEAR CERTIFICATION FIRE SPRINKLER AND STANDPIPE SERVICE							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
4	Wet pipe fire sprinkler system	95.00	X	25	X	1	= \$ 2,375.00
5	Standpipe Type II system	75.00	X	52	X	1	= \$ 3,900.00
TOTAL C (SUM of 4+5)							= \$ 6,275.00

D. *HOURLY REPAIR RATE							
	Hourly Rate			Estimated Number of Hours			Total
	95.00		X	80			= \$ 7,600.00

E.	SOL PARTS ESTIMATE FOR CONTRACT TERM						\$ 25,000.00
----	--------------------------------------	--	--	--	--	--	--------------

F.	TOTAL OF SOL A+B+C+D+E						= \$ 70,425.00
							<b>BASIS OF AWARD</b>

**EXHIBIT 126**

Re-bid

**BID SUBMITTAL CHECKLIST**  
**FIRE SUPPRESSION SYSTEM MAINTENANCE, INSPECTION, REPAIR,  
 TESTING AND CERTIFICATION SERVICES**  
**BID NUMBER 6000000969**

Use this checklist to ensure that the documents identified below are included in your company's bid package. Place a check mark or "X" next to each document being submitted to the State. Failure to submit these documents may be cause for rejection of your bid. This checklist should also be returned with your bid.

**NOTE TO BIDDER:** The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bid Proposal (Exhibit B-1). Failure to comply may cause delays in the award or result in the rejection of your bid.

- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2) – For the bidder's convenience, Exhibit B-2 is an Excel spreadsheet file. The spreadsheet(s) are password protected and cannot be altered, except where highlighted. The bidder will enter figures or amounts into each of the highlighted cells and print the document.
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
- Copy of Contractor Certification Clauses (CCC)  
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>
- Copy of valid class "C-16" California Contractor's State License Board specialty license or the Contractor with a "B" license with a subcontractor who possesses a valid "C-16" license.
- A minimum of one (1) service technician with proof of factory-trained in sprinkler systems, kitchen hood systems, standpipe systems and Halon systems or a minimum of three (3) letters of references (see Scope of Work, Exhibit A, Qualifications section) for each service technician.
- DVBE Bid Incentive Request and Acknowledgement, OBS 554 (if applicable)
- Non-Small Business Preference Request and Subcontractor Acknowledgement, OBS 555 (if applicable)
- Darfur Contracting Act (OBS 1500)

**NOTE TO BIDDER:** In addition to the above, the Provider shall furnish the following to CDCR upon award:

- Copy of any required Certificate(s) of Insurance.
  - Copy of Automobile Insurance Certificate
  - Copy of Workers' Compensation, if applicable (If exempt, please cite the legal code that exempts you from this requirement.)
  - Copy of Commercial General Liability

**EXHIBIT 12-A**

**SUMMARY**

GROUPS	**BASIS OF AWARD
Group 1: ASP	\$ -
Group 2: CIM	\$ -
Group 3: CMC	\$ -
Group 4: CSA	\$ -
Group 5: CTF	\$ -
Group 6: DVI	\$ -
Group 7: FSP & FTTF	\$ 104,100.00
Group 8: HDSP	\$ -
Group 9: ISP	\$ -
Group 10: KVSP	\$ -
Group 11: LAC	\$ -
Group 12: MCSP	\$ 145,600.00
Group 13: NCYCC	\$ 228,400.00
Group 14: NKSP	\$ -
Group 15: PBSP	\$ -
Group 16: RJD	\$ -
Group 17: SAC	\$ 344,200.00
Group 18: SCC	\$ -
Group 19: SOL	\$ 726,200.00
Group 20: SQ	\$ -
Group 21: SVSP	\$ -
Group 22: WSP	\$ -
Group 23: CCWF and VSPW	\$ -

\$ 1,548,500.00
-----------------

**GRAND TOTAL**

\*\* The "Basis of Award" is strictly used for bidding purposes only and used to determine the lowest responsive bidder. The CDCR reserves the right to augment the Master Agreement dollar amount by 25-100% of the total bid amount.



**EXHIBIT 12 I**

CDCR RATE SHEET

**Group 7 - Folsom State Prison (FSP) & Folsom Women's Facility (FWF)**

A. QUARTERLY MAINTENANCE AND INSPECTION							
Wet Sprinkler Systems							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Wet Sprinkler System	1200.00	X	10	X	8	= \$ 96,000.00
<b>TOTAL A (SUM of 1)</b>							<b>= \$ 96,000.00</b>

B. ANNUAL MAINTENANCE AND INSPECTION SERVICES - Fire Pumps							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
2	Peerless Centrifugal Fire Pump Model 2.5, PVF8, 100GPM	1500.00	X	2	X	2	= \$ 6,000.00
<b>TOTAL B (SUM of 2)</b>							<b>= \$ 6,000.00</b>

C. *HOURLY REPAIR RATE							
	Hourly Rate			Estimated Number of Hours			Total
	400.00		X	4			= \$ 1,600.00

D.	FSP & FTF PARTS ESTIMATE FOR CONTRACT TERM						\$500.00
----	--	--	--	--	--	--	----------

E.	<b>TOTAL COST OF FSP &amp; FTF (A+B+C+D)</b>						<b>= \$ 104,100.00</b>
							<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.



**EXHIBIT** *127*

CDCR RATE SHEET

**Group 12 - Mule Creek State Prison (MCSP)**

<b>A. SEMI-ANNUAL MAINTENANCE AND INSPECTION</b>							
<b>SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Ansul Dry Chemical Fire Extinguishing Systems	600.00	X	4	X	1	= \$ 2,400.00
2	Preston Ansul Dry Chemical Fire Extinguishing Systems	600.00	X	4	X	1	= \$ 2,400.00
3	Ansul Wet Chemical Fire Extinguishing Systems	600.00	X	17	X	1	= \$ 10,200.00
4	Halon Fire Suppression System	800.00	X	2	X	1	= \$ 1,600.00
<b>TOTAL A (SUM of 1+2+3+4)</b>							<b>= \$ 16,600.00</b>

<b>B. QUARTERLY INSPECTION, TESTING AND MAINTENANCE SERVICES</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
5	Automatic Fire Sprinkler	1200.00	X	17	X	2	= \$ 40,800.00
6	Preston Automatic Fire Sprinkler	1200.00	X	7	X	2	= \$ 16,800.00
7	Standpipe Systems	1200.00	X	21	X	2	= \$ 50,400.00
<b>TOTAL B (SUM of 5+6+7)</b>							<b>= \$ 108,000.00</b>

<b>C. *HOURLY REPAIR RATE</b>							
	Hourly Rate			Estimated Number of Hours			Total
	400.00	X		50			= \$ 20,000.00

<b>D.</b>	<b>MCSP PARTS ESTIMATE FOR CONTRACT TERM</b>	<b>\$ 1,000.00</b>
-----------	--	--------------------

<b>E.</b>	<b>TOTAL OF MCSP A+B+C+D</b>	<b>= \$ 145,600.00</b>
		<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.



**EXHIBIT 12K**

CDCR RATE SHEET

**Group 13 - Northern California Youth Correctional Center (NCYCC)**

(includes NCYCC Central Complex, CHAD, and O.H. Close equipment)

A. SEMI-ANNUAL MAINTENANCE AND INSPECTION							
SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Pyro Chem PCI Dry Chem	600.00	X	3	X	3	= \$ 5,400.00
<b>TOTAL A (SUM of 1)</b>							<b>= \$ 5,400.00</b>

B. ANNUAL FIRE SPRINKLER AND STANDPIPE SERVICE							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
2	Wet pipe fire sprinkler system	1600.00	X	30	X	2	= \$ 96,000.00
<b>TOTAL B (SUM of 2)</b>							<b>= \$ 96,000.00</b>

C. FIVE YEAR CERTIFICATION FIRE SPRINKLER AND STANDPIPE SERVICE							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
3	Wet pipe fire sprinkler system	3200.00	X	30	X	1	= \$ 96,000.00
<b>TOTAL C (SUM of 3)</b>							<b>= \$ 96,000.00</b>

D. *HOURLY REPAIR RATE							
	Hourly Rate			Estimated Number of Hours			Total
	400.00		X	40			= \$ 16,000.00

E.	<b>NCYCC PARTS ESTIMATE FOR CONTRACT TERM</b>						<b>\$ 15,000.00</b>
----	---	--	--	--	--	--	---------------------

F.	<b>TOTAL OF NCYCC A+B+C+D+E</b>						<b>= \$ 228,400.00</b>
							<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.



**EXHIBIT 124**

CDCR RATE SHEET

**Group 17 - California State Prison-Sacramento (SAC)**

A. SEMI-ANNUAL MAINTENANCE AND INSPECTION						
SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS						
	Equipment	Cost Per Unit	Estimated Number of Equipment		Estimated Services	Total
1	Halon Flood System-PBX Room	800.00	X 1	X	2	= \$ 1,600.00
<b>TOTAL A (SUM of 1)</b>						<b>= \$ 1,600.00</b>

B. ANNUAL FIRE SPRINKLER AND STANDPIPE SERVICE						
	Equipment	Cost Per Unit	Estimated Number of Equipment		Estimated Services	Total
2	Wet pipe fire sprinkler system	1600.00	X 42	X	1	= \$ 67,200.00
3	Standpipe Type II system	1200.00	X 30	X	2	= \$ 72,000.00
<b>TOTAL B (SUM of 2+3)</b>						<b>= \$ 139,200.00</b>

C. FIVE YEAR CERTIFICATION FIRE SPRINKLER AND STANDPIPE SERVICE						
	Equipment	Cost Per Unit	Estimated Number of Equipment		Estimated Services	Total
4	Wet pipe fire sprinkler system	3200.00	X 42	X	1	= \$ 134,400.00
5	Standpipe Type II system	1600.00	X 30	X	1	= \$ 48,000.00
<b>TOTAL C (SUM of 4+5)</b>						<b>= \$ 182,400.00</b>

D. *HOURLY REPAIR RATE						
	Hourly Rate		Estimated Number of Hours			Total
	400.00	X	40			= \$ 16,000.00

E.	<b>CSP-SAC PARTS ESTIMATE FOR CONTRACT TERM</b>					<b>\$ 5,000.00</b>
----	---	--	--	--	--	--------------------

F.	<b>TOTAL OF SAC A+B+C+D+E</b>					<b>= \$ 344,200.00</b>
						<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.



**EXHIBIT 12M**

CDCR RATE SHEET

**Group 19- California State Prison - Solano (SOL)**

<b>A. SEMI-ANNUAL MAINTENANCE AND INSPECTION</b>							
<b>SERVICES KITCHEN HOOD, DRY CHEMICAL AND HALON SYSTEMS</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
1	Ansul R102 and HDR 25 Kidde Single Tank	600.00	X	4	X	3	\$ 7,200.00
2	Gaylord Wet System	600.00	X	2	X	3	\$ 3,600.00
3	Halon 1301 Chemtron System	800.00	X	1	X	3	\$ 2,400.00
<b>TOTAL A (SUM of 1+2+3)</b>							<b>\$ 13,200.00</b>
<b>B. QUARTERLY INSPECTIONS</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
4	Wet System	1200.00	X	25		8	\$ 240,000.00
<b>TOTAL B (SUM of 4)</b>							<b>\$ 240,000.00</b>
<b>C. ANNUAL FIRE SPRINKLER AND STANDPIPE SERVICE</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
5	Wet pipe fire sprinkler system	1600.00	X	25	X	2	\$ 80,000.00
6	Standpipe Type II system	1200.00	X	52	X	2	\$ 124,800.00
<b>TOTAL B (SUM of 5+6)</b>							<b>\$ 204,800.00</b>
<b>D. FIVE YEAR CERTIFICATION FIRE SPRINKLER AND STANDPIPE SERVICE</b>							
	Equipment	Cost Per Unit		Estimated Number of Equipment		Estimated Services	Total
7	Wet pipe fire sprinkler system	3200.00	X	25	X	1	\$ 80,000.00
8	Standpipe Type II system	1600.00	X	52	X	1	\$ 83,200.00
<b>TOTAL C (SUM of 7+8)</b>							<b>\$ 163,200.00</b>
<b>E. *HOURLY REPAIR RATE</b>							
	Hourly Rate			Estimated Number of Hours			Total
	400.00	X		200			\$ 80,000.00
<b>F. SOL PARTS ESTIMATE FOR CONTRACT TERM</b>							<b>\$ 25,000.00</b>
<b>G. TOTAL OF SOL A+B+C+D+E+F</b>							<b>\$ 726,200.00</b>
							<b>BASIS OF AWARD</b>

\*Emergency services will be paid at 150% of the normal hourly rate.

**EXHIBIT**

**sanford rudnick**

---

**From:** Sarah [sarah@rivercityfireequip.com]  
**Sent:** Tuesday, July 24, 2012 4:55 PM  
**To:** sanford rudnick  
**Cc:** Robin  
**Attachments:** state email.pdf

Hi Sandy

I went through the timeline with Robin today and she gave me the attached email and filled me in on the below...Not sure if it's important just thought I would keep you abreast of all information.

Robin does all the scheduling and bidding for the Sprinkler technicians and she has provided me with some additional information as to dates, reason for rebid and Jon working past the rebid request date, why we had work and scheduling didn't become a problem for him until the end of Jen (see attached).

The attached email conversation between Maria Costa and Robin Pelton (us) outlines when we first were made aware that the contract may have a problem ...On 4/16/12 Robin received the email from Maria asking if we bid contract that was already awarded to us Prevailing Wage...4/16/12 Robin called Maria for clarification of this email and Maria told her it appears the Prevailing Wage language was omitted from the contract and they are "looking into it to see if it needs to go out for Rebid with the Prevailing Wage language"...4/16/12 11:20 after phone conversation with Maria Robin sent email (responding to original email) confirming work we have already done and work already on the schedule - wanting to know if we should continue (she was looking for written confirmation so we could get paid on work already done and scheduled)...4/16/12 3:02 Maria responded continue (see attached email)...No further written or verbal contact was received until 6/4/12 when we received a Rebid package (written notification of rebid due 7/12/12) from Maria at CDCR

Upon receipt of the Rebid package Robin called Maria and got verbal confirmation to complete current work in progress. She was told to complete and take all request from prisons for work up until the rebid due date of 7/12/12 and to Stop all work effective 7/12/12. \*We finished all schedule work on 6/21/12 and no further work was requested by any prisons covered by the original contract since.

Jon worked at the prisons finishing up the work in progress until 6/21/12. It wasn't until the last week of June that we realized how hard it was going to be to keep him working if we didn't get the contract back. We went through all our annual and 5 yr work as well as outstanding quotes trying to get customers to agree to appointments we were successful getting a few things scheduled but the work dried up by the first week in July and we had to start taking work from Janell to keep Jon going...

The first week of July Robin expressed her troubles with getting work for him as I had asked her to do everything she could so we could keep him working...At this time I started talking with Alex about concerns with keeping Jon working and this coupled with our contractual concerns in the rebid we started talking about laying Jon off due to lack of work

Thank you

Sarah Clark  
Controller  
River City Fire Equipment Co., Inc.  
2419 Sellers Way  
West Sacramento, CA 95691  
(916) 374-8295 Fax (916) 374-0812  
sarah@rivercityfireequip.com

EXHIBIT 13

7/24/2012

**From:** Sarah <sarah@rivercityfireequip.com>  
**To:** sanford rudnick  
**Sent:** Mon Jul 23 12:16:46 2012  
**Subject:** Timeline

State Prison Sprinkler/Ansul/Halon Systems Contract

Award Date 3/15/12 - \$184,213.00

Re-Bid Notification date 6/4/12 - request for rebid due to prevailing wage not being included in first contract

Re bid due date 7/12/12 - \$1,548,500.00

After we rebid the project we started getting nervous about the large financial obligation for us to take on such a contract due to our past history with the State not always paying us in a timely manor and our current financial position. In addition we have been unsuccessful finding a subcontractor to fulfill the Halon portion of the contract (we do not due Halon systems). Thus we decided to withdraw our rebid because we felt we could not fulfill our contractual obligations.

On 3/26/12 I posted a job ad for a Sprinkler Technician to fulfill the contract that was awarded to us on 3/15/12

We hired Jon on 4/18/12 to fulfill the original 3 year contract awarded on 3/15/12

6/4/12 Contract was pulled and went out for rebid with prevailing wage provision

7/17/12 We requested that our rebid package of \$1,548,500 be withdrawn. On 7/18/12 we were asked to put this in writing by the state and our bid was officially withdrawn on 7/19/12

Since the last week of June we have really been struggling to get Jon scheduled as without this contract we do not have enough work for two Sprinkler Technicians

#### Shaky Payment History with the State

We had the contract for the fire extinguishers with Solano Prison - after we did the annual work in Dec 2008, when the contract ran out of money, it took over 6 months to get money added to the contract to pay a \$3,600 bill.

We had a \$45,000 contract with the state to do the retrofit of all the kitchens at Mule Creek in April & May 2009. After the budget did not pass on time we got an IOU instead of a check and were not paid for this work until September 9, 2009. This almost took us down and we lost a significant portion of our credit limit with our largest supplier Ansul - due to being so past due on the bill for these supplies

In June 2010 we billed for a contract for Hydro for Folsom Prison and after the budget shortfalls, we did not get paid until November 2010.

We did a job for the department of rehabilitation on 4/20/12, for the Ziggurat building for an emergency service - with an approved and signed PO.

On 6/29/12 we were told that the department was out of money and even though they signed a contract there were no funds to pay for this PO, and we would have to file an appeal for non-payment if we do not receive a payment.

EXHIBIT 

7/24/2012

**sanford rudnick**

---

**From:** Sarah [sarah@rivercityfireequip.com]  
**Sent:** Tuesday, July 24, 2012 1:09 PM  
**To:** sanford rudnick  
**Subject:** Jon's termination 7.24.19  
**Importance:** High

Hi Sandy,

As you know since the last week of June we have really been struggling to get Jon scheduled as without the State contract we do not have enough work for two Sprinkler Technicians thus we decided to terminate him due to lack of work. Yesterday (7/23/12) Jon texted Robin asking him about work today she told him to come in at 7:30. He arrived this morning at the same time as Janell. Before Alex spoke to him he put his time card for yesterday in my box (this time card was not due until next Monday 7/30/12). Robin asked Janell if she could speak with her and Alex asked Jon if he could speak with him. Alex had another employee (Shane Turner) with him. He told Jon he was permanently laying him off because we lost the State contract and we do not have enough work. Jon said he understood and when Alex offered him a ride home Jon said he would have Janell take him home - Alex said no and that he would call a taxi and Jon said his girlfriend was on her way to pick him up (I did not witness conversation this is what Alex told me happened)...

During this time Robin was going over Janells work for the next with with Janell and told Janell that we were laying off Jon because we lost the State contract and didn't have enough work to keep 2 sprinkler technicians busy. Robin then went on to tell Janell not to worry about her job that we had to lay Jon off to keep the promise we made to Janell that she would not loose any work when we hired another tech that we were just doing so to fulfill the State contract (when we were originally awarded the State contract we put an ad on Craig's list to hire another technician - at that time Robin and I told Janell about the ad and why we were hiring another tech - to fulfill the State contract. We told her not to worry about her job that we were not looking to replace her We also reassured her that she would not loose any work if we brought on another Sprinkler technicians). Janell told Robin thank you for protecting her jobs and that she was glad we lost the State contract that she was not looking forward to doing the work that the prisons are a mess. Then Janell headed to her job.

Once Jon left Alex brought in Jon's phone to Robin - Robin looked at the text messages and there was one to Janell at 7:24 am saying I'm here a bit early. Alex said Jon and Janell drove in together at 7:36. Additionally in Jon's paper work were several business cards for 669 Sprinkler Fitters Chuck Farme Business Agent Dist 2 PO Box 550 Rio Linda CA 916-992-8631

Alex and Robin are both available if you require further details of their conversations.

Thank you for your help.

Sarah Clark  
Controller  
River City Fire Equipment Co., Inc.  
2419 Sellers Way  
West Sacramento, CA 95691  
(916) 374-8295 Fax (916) 374-0812  
sarah@rivercityfireequip.com

---

**From:** sanford rudnick [mailto:sandy@rudnick.com]  
**Sent:** Monday, July 23, 2012 10:17 AM  
**To:** sarah@rivercityfireequip.com  
**Subject:** Re: Timeline

Sarah Thank you Sandy

EXHIBIT 15

7/24/2012



Employee Name	T-Term L - Leave Emp#	Dept	Rate	Salary	Marital Status	Number Of Exempt.	Overrid Pay Freq.	SUI	Social Security Number	M/F	Birth Date	Hire Date	Leave/Raise/Term Date	Other	Distribution Number
ACKMAN,AMANDA P	T 0058	02	9.5000		S	02			XXX-XX-1553	F	02/20/1984	03/31/2003	07/09/2004		
ALLEN,CARA L	T 0039	02	10.5000		S	00			XXX-XX-3961	F	11/16/1984	10/14/2002	07/31/2004		
ARRINGTON,JEROME G	T 0051	05	20.0000		S	02			XXX-XX-3792	M	07/24/1977	02/10/2003	01/20/2011		
AZUCENA,CORINA D	0140	02	14.0000		S	03			XXX-XX-8981	F	10/08/1980	11/10/2011	11/10/2011		
BASTEDO,ALEX D	0133	02		1540.00	S	04			XXX-XX-5727	M	09/04/1956	05/03/2010	05/03/2010		
BASTEDO,JUSTIN	L 0003	05	14.5000		S	00			XXX-XX-1548	M	12/09/1981	03/19/2000	03/08/2011		
BOHL JR.,COLEMAN	T 0029	08	12.0000		M	00			XXX-XX-7905	M		03/28/2002	02/16/2004		
BOYD,JULIUS D	T 0066	15	10.0000		S	02			XXX-XX-0296	M	06/29/1979	08/12/2003	04/28/2005		
BROWN,RICHARD L	T 0047	07			M	02			XXX-XX-7857	M	10/21/1964	06/01/1993	04/12/2006		
BURNER,DAVID W.	T 0026	15	9.0000		S	01			XXX-XX-4820	M		03/27/2002	07/09/2002		
CALLEJA,JOSHUA D	T 0061	06	13.0000		S	00			XXX-XX-4453	M	05/04/1982	04/16/2003	07/31/2005		
CLARK,SARAH R	0068	02		2800.00	S	04			XXX-XX-3239	F	02/13/1967	09/15/2003	02/10/2012		
CORONADO,KENNETH D	P 0141	05	15.0000		M	07			XXX-XX-6968	M	10/13/1968	01/04/2012	02/21/2012		
CUTHBERTSON,MELINDA K	T 0032	20	9.0000		S	02			XXX-XX-5338	M	12/18/1979	06/07/2002	11/15/2002		
DARROCH,JANELL A	0136	04	20.0000		S	00			XXX-XX-1303	F	06/02/1960	03/14/2011	03/14/2011		
DATLIK,JOHN A.	T 0001	06			S	01			XXX-XX-8710	M	12/30/1960	04/05/2000	07/28/2009		
DELLAMARGGIO,TROY M	T 0086	05	12.5000		S	02			XXX-XX-1994	M	10/01/1980	02/07/2005	08/07/2005		
DESKIN,JAMES R	T 0142	06	14.0000		S	02			XXX-XX-6880	M	12/02/1971	03/19/2012	03/22/2012		
DUNCAN,DEREK B	T 0031	15	10.0000		S	01			XXX-XX-3655	M	01/23/1979	06/10/2002	11/11/2002		
FARCAS,TIMOTHY C	T 0002	06	16.0000		M	00			XXX-XX-0050	M		10/04/2000	02/25/2005		
HARMS,TRAVIS L	T 0046	05	13.0000		M	00			XXX-XX-2551	M	10/13/1979	01/03/2003	06/15/2004		
HERNANDEZ,ROLANDO	0135	05	15.0000		M	02			XXX-XX-5365	M	07/14/1983	01/27/2011	08/08/2011		
HILL,MICHAEL E	T 0054	15	12.0000		S	03			XXX-XX-9912	F	05/22/1979	02/24/2003	03/10/2004		
HUGHES,JENNIFER L	T 0049	05	9.0000		M	02			XXX-XX-4821	F	11/01/1982	01/24/2003	04/02/2004		
JEROME,KEVIN M	0144	06	10.0000		S	01			XXX-XX-1613	M	09/30/1986	04/02/2012	07/20/2012		
JEROME,KEVIN M	T 0145	06	8.5000		S	01			XXX-XX-1613	M	09/30/1986	04/02/2012	04/02/2012		
JONES,RYAN D	T 0062	05	10.0000		S	00			XXX-XX-6343	M	10/24/1983	05/12/2003	10/01/2004		
JONES,TRAVIS B	T 0035	08	10.0000		S	02			XXX-XX-2956	M	03/30/1976	07/08/2002	12/19/2003		
LACHAPPLLE,KIMBERLY J	T 0005	23	12.5000		M	00			XXX-XX-1692	M		10/06/1993	10/01/2003		
LOPEZ,NICHOLAS A	T 0044	03	10.5000		S	01			XXX-XX-4395	M	10/04/1988	12/10/2002	12/19/2003		
MACKEN,RYAN G	0121	07	13.0000		S	01			XXX-XX-7117	M	12/31/1983	11/05/2007	04/11/2008		
MANOSH,WILLIAM D.	T 0006	05	10.0000		M	02			XXX-XX-3819	M		04/26/2004	08/30/2004		
MATTIS,WILLIAM H	T 0065	15			M	02			XXX-XX-7491	M	08/10/1960	06/16/2003	03/03/2004		
MOTT,JON L	T 0146	04	19.0000		M	02			XXX-XX-8812	M	10/30/1957	04/18/2012	07/24/2012		
PIGNOR,JAMES C	T 0034	10	28.8500		M	10			XXX-XX-0814	M	08/04/1962	07/01/2002	12/02/2000		
PARREN,KRIS	T 0027	11	10.0000		M	01			XXX-XX-7948	M		03/21/2002	03/31/2003		
PELTON,ROBIN L	0071	02		1840.00	S	03			XXX-XX-0910	F	02/10/1972	06/01/2004	01/16/2009		
PENA,XEL-HA	0073	06	12.0000		S	00			XXX-XX-3748	M	10/02/1985	06/14/2004	07/31/2009		
PERINO JR.,FERDINANDO	0143	07	14.0000		S	01			XXX-XX-3421	M	09/19/1985	04/02/2012	06/15/2012		
POOL,TAYLOR L	T 0036	12	14.0000		S	00			XXX-XX-0864	M	02/20/1982	08/06/2002	05/02/2003		
RAMIREZ,ESGARDO R	0048	07	15.0000		M	01			XXX-XX-0886	M	09/24/1977	01/01/1999	05/10/2006		
REEVES,ANTHONY	T 0023	05		2508.00	M	03			XXX-XX-4817	M	08/23/1976	02/06/2002	03/03/2006		
ROGERS,LINDA M	T 0037	01			M	00			XXX-XX-6636	F	05/25/1947	09/09/2002	08/27/2003		
SCOTT,RANDALL M	0055	07	16.3400		S	01			XXX-XX-0181	M	07/14/1948	03/03/2003	01/07/2007		
SELLERS,JORDAN C	T 0094	07	13.0000		S	03			XXX-XX-3342	M	07/28/1982	06/20/2005	06/05/2006		
SMITH,PAULUS C	T 0056	15		2525.00	M	03			XXX-XX-3859	M	08/21/1959	02/24/2002	04/01/2005		
SPEARS,MICHEAL L.	T 0007	25	8.5000		S	01			XXX-XX-5739	M		08/09/2000	11/15/2002		
SPELLMAN,MATT S	0125	07	15.0000		S	01			XXX-XX-9731	M	07/26/1984	07/07/2008	08/22/2011		

EMPLOYEE LIST  
 1/21/2012



Client: KM9  
 RIVER CITY FIRE EQUIPMENT CO I  
 Branch: EG

### Employee List

Period Covered: 09/01/2012 - 09/14/2012 Run: 19  
 Check Date: 09/21/2012 Week: 38  
 Qtr: 3  
 Page: 1

THIS NOTICE WAS MAILED TO THE EMPLOYER/ADDRESS LISTED BELOW ON: **08/01/12**

|||||  
RIVER CITY FIRE EQUIPMENT  
2419 SELLERS WAY  
W SACRAMENTO CA 95691-3025

New Claim: \_\_\_\_\_  
Additional Claim: **X**  
EDD Telephone Number: 1-800-300-5616  
TTY (Non-Voice): 1-800-815-9387

**IMPORTANT: NOTICE OF UNEMPLOYMENT INSURANCE CLAIM FILED**

This is a notice that a claim for unemployment insurance benefits has been filed. Forward it immediately to persons within your organization who are responsible for handling claims. **The time limit for replying is 10 days from the mail date shown above. Failure to respond may result in an increased Employment Tax Rate.**

The claimant provided us with the following information and listed you as his/her last employer:

Claimant's Name: **JON L MOTT** Social Security Number: **573-21-8812** Effective Date of Claim: **07/22/12**  
Last Date Worked: **07/24/12**

Reason for Separation:

**NOT SURE WHY I GOT GOT LAIDED OFF?**

**I. EXPLANATION AND INSTRUCTIONS FOR EMPLOYERS**

You have received this form because the individual shown above has filed a claim for unemployment insurance benefits and has listed you as his/her most recent employer prior to filing this claim. **No reply is required if the claimant was laid off due to lack of work and no other eligibility issue has been identified.** For detailed information on employer responsibilities in the unemployment insurance program, our DE 44, California Employer's Guide, is available upon request.

**II. REPORTING FACTS - Respond in writing by completing Sections A, B, C on the reverse of this form.**

The law requires an employer to submit any facts in his/her possession which may affect a claimant's eligibility for benefits. Furnish information if this claimant:

- Voluntarily quit
- Was discharged or fired for reasons other than lack of work.
- Left work because of a trade dispute.
- Is receiving a pension based on his/her prior work.
- Is working on a full-time basis, or has earnings payable over \$25.99, covering any time on or after the effective date of this claim as shown on the reverse side of this form
- Is not able to work, available for, or seeking work.
- Has refused employment.
- Is not legally entitled to work in the U.S.
- Performed services as a sports or athletic participant and has reasonable assurance of performing such services in the next season
- Made false statements or withheld material information in filing for benefits.
- If you are a school employer, also furnish information if the claimant has a contract for or reasonable assurance of returning to work.

**Important:** Make your response as complete as possible; these facts will be used in determining the claimant's eligibility.

A Department representative may contact you for further eligibility information. If a representative is unable to reach you, he/she may leave a message for you to return the telephone call. If after 48 hours no response has been received, the Department is required to make an eligibility decision based on available information.

**III. TIME LIMITS FOR REPLYING**

Submit facts in writing to the field office shown at the top of this form within 10 days of the mail date shown above. If your mailing is late, explain your reasons for delay as the time limit may be extended only for good cause. You may reply on this form in the space provided in Section IV, on additional sheets as needed, or by separate letter. **Always** include your **State Employer Account Number** and include the claimant's Social Security Number as it appears on the claim and in your payroll records.

If you submit facts in a timely manner, a determination will be issued concerning the claimant's eligibility. In addition, if facts are submitted regarding a quit or discharge, a ruling will be issued advising an employer with a reserve account as to whether his/her account will be subject to changes resulting from benefits paid. To obtain a ruling on any prior quit or discharge involving this claimant, you must furnish facts within 10 days of the mail date shown above.

ADDITIONAL INFORMATION ON EMPLOYER RESPONSIBILITIES IS SHOWN ON THE REVERSE  
Mail your response to the EDD office shown in the above upper left-hand corner.

(OVER)

**IV. REPORTING ELIGIBILITY INFORMATION: Do not return this form unless Section A or B are completed. It is necessary to complete Section C for all responses.**

**REPORTING FACTS:**

Jim was told he was being permanently laid off because we lost the state contract that he was hired to fulfill. He told Alex Rosendo (President) that he "understood".

Claimant Social Security Number \_\_\_\_\_ Date Last Worked was: \_\_\_\_\_  
(from your payroll records) (Month Day Year)

**B OTHER COMPENSATION:**

Complete the following if you paid or will pay any compensation, aside from regular salary, covering any time on or after the effective date of this claim. No entry is required if the claimant has been separated from your employ for any indefinite period and has or will receive only vacation pay.

Amount \$ \_\_\_\_\_ Type of Payment \_\_\_\_\_ for period from \_\_\_\_\_ through \_\_\_\_\_

**C EMPLOYER CERTIFICATION: THE ABOVE STATEMENTS WERE TAKEN FROM BUSINESS RECORDS OR ARE BASED ON KNOWLEDGE OF THE UNDERSIGNED.**

**PRINT name of person to contact for further information:**

Name of contact: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Employer: \_\_\_\_\_ Date: \_\_\_\_\_

STATE EMPLOYER ACCOUNT NO.: \_\_\_\_\_ Signed By: \_\_\_\_\_

**V. ELIGIBILITY DETERMINATION**

.. may be necessary to contact you by telephone or letter for eligibility information if an issue is identified by the field office. Regardless of whether such contact is made however, **unless you respond to the notice by mail as described in this notice, you will not be entitled to a written notice of the Department's decision.**

**IMPORTANT:**

- Section 1327 of the UI Code provides for an extension of the 10-day response period if, after the 10-day period, you acquire knowledge of facts that may affect the eligibility of the claimant and facts could not reasonably have been known within the period. However, you must provide the Department with these facts within 10 days of acquiring them.
- Section 1142(a) provides that an employer who willfully makes a false statement or representation, or willfully fails to report a material fact in connection with a separation issue may be assessed a penalty of up to 10 times the claimant's weekly benefit amount. Section 1142(b) provides that an employer who willfully makes a false statement or representation or willfully fails to report a material fact in submitting a written statement concerning reasonable assurance of a claimant's reemployment, as defined in Section 1253.3(g), may be assessed a penalty of up to 10 times the claimant's weekly benefit amount.
- Section 2101 of the UI Code provides that it is a misdemeanor to willfully make a false statement or knowingly fail to disclose a material fact to obtain, increase, reduce, or defeat any payment of benefits.

**PLEASE MAIL YOUR RESPONSE TO THE EDD OFFICE AND ADDRESS SHOWN IN THE UPPER LEFT-HAND CORNER ON THE REVERSE SIDE OF THIS FORM.**

**EXHIBIT** 165

Employee Name	T-Term L - Leave Emp#	Dept	Rate	Salary	Marital Status	Number Of Exempt.	Override Pay SUI Freq. St.	Social Security Number	M/F	Birth Date	Hire Date	Leave/ Raise/Term Date	Other	Distribution Number
														04
														04
														1
														1
														10
														1
														04
														15
														16
														2
														15
														2
														2
														2
														1
														9
														5
														2
														2
														5
														4
														1
														4
														4
														2
														2
														4
														3
														3
														3
														8
														4
														4
JON L	T 0146	04	19.0000		M	02		XXX-XX-8812 M		10/30/1957	04/18/2012	07/24/2012		002
														003
														009
														009
														012
														003
														006
														006
														003
														007
														006
														005
														002
														011

Client: KM9  
RIVER CITY FIRE EQUIPMENT CO I  
Branch: EG

E. Joyce List

Period Covered: 07/21/2012 - 08/03/2012 Run: 16  
Check Date: 08/10/2012 Week: 32  
Qtr: 3  
Page: 4



Employee Name	T-Term L - Leave Emp#	Dept	Rate	Salary	Marital Status	Number Of Exempt.	Override Pay SUI Freq. St.	Social Security Number	M/F	Birth Date	Hire Date	Leave/ Raise/Term Date	Other	Distribution Number
														14
														14
														1
														1
														10
														1
														14
														5
														16
														2
														5
														2
														2
														1
														6
														5
														2
														5
														4
														1
														4
														4
														2
														4
														6
														3
														3
														8
														4
														4
T, JON L	T 0146	04	19.0000		M	02		XXX-XX-8812 M		10/30/1957	04/18/2012	07/24/2012		002
														003
														009
														009
														012
														003
														006
														006
														003
														007
														006
														005
														002
														011

162  
 EX-101

Client: KM9  
 RIVER CITY FIRE EQUIPMENT CO I  
 Branch: EG

E. Joyee List

Period Covered: 07/21/2012 - 08/03/2012 Run: 16  
 Check Date: 08/10/2012 Week: 32  
 Qtr: 3  
 Page: 1



# RESPONSE TO EMPLOYER COMMUNICATION

Claimant's Name <b>JON MOTT</b>		Social Security Number / ECN <b>573-21-8812</b>	
Date Mailed <b>08-16-12</b>	Date Benefit Year Began <b>04-01-12</b>	Separation Date <b>07-24-12</b>	Postmark Date of Your Communication
See reverse side for timeliness of information, appeal rights and other information  RIVER CITY FIRE EQUIPMENT 2419 SELLERS WAY WEST SACRAMENTO CA 95691-		Field Office Address and phone number  Employment Development Department Buena Park Multi-Function Center 180 PO Box 5007 Buena Park, CA 90622-5007	
Employer Name if Agent is Addressee  <b>NO AGENT</b> <b>ACCT# 45851326</b>		Department Representative  Adjustment Department	

Thank you for your communication regarding the unemployment insurance claim of the above-named individual. Your information has been considered in deciding whether the claimant is or is not eligible for benefits. However, A Notice of Determination and/or Ruling will not be issued for the reason(s) below.

**No determination or ruling will be issued. The claimant is considered to have been laid off when the on-call, fill-in, seasonal, temporary work ended.**

**EXHIBIT** 160

**FERGUSON**  
 Fire & Fabrication, Inc.  
 FERGUSON FIRE & FAB #707  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

PH: 530-662-1777 FAX: 530-662-0797

STOCK SALES ORDER

RECEIVED BY  
 SHOWROOM ( N  
 SOURCE = 500  
 18 FRT = N 0.0  
 08 SHP = N 0.0  
 12 JUL 2012 17:57:41

SI NO 8929	REQUIRED DATE 07/12/12	SHIP WHS. 707	SELL WHS. 707
---------------	---------------------------	------------------	------------------

ORDER NO. 2	CUSTOMER ALPHA RIVERCITY	CONTRACT NO.	BID NO.	ORDER DATE 07/12/12	ORDERED BY JANELLE
----------------	-----------------------------	--------------	---------	------------------------	-----------------------

INSTRUCTIONS	WRITER MAB	SALESMAN 707
--------------	---------------	-----------------

RIVER CITY FIRE EQUIP.  
 BA FIRE SAFE  
 Q BOX 980395  
 EST SACRAMENTO, CA 95691

COUNTER PICK UP  
 233 HARTER AVENUE  
 WOODLAND, CA 95776-5917

EXHIBIT

SHP

ADOBE LUMBER

UST. PH: 916-374-9295

ORDER PO. NO. ELLE	JOB NAME FAIRFIELD	ATTN
-----------------------	-----------------------	------

SHIP VIA CPU COUNTER PICK-UP			ROUTE NO.	SHIP NO.	DEPART.
PCS	BAGS	BOXES	CRATES	LENGTHS	BLANDS
SHIP WT.			SHIP DATE	DELIVERED BY	PACKED BY
			CHECKED BY		

ORDER QTY	SHIP QTY	BS QTY	U/GAR	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	ASLE LOC
				4 1/2" X 2 1/2" U/GAR CRK VLV					640501
TOTAL KEYS ON ORDER									

RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION RETURNED MATERIALS AT HANDLING CHARGES	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
---	----------	-----------------	-------------------	-----	--------------	-----------

TERMS

TERMS:

EXHIBIT 11

09/23/2012 11:35 FAX 925 256 0980

SANDY RUDNICK

011/051





H. SANFORD  
RUDNICK  
& ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Via Email [lane.pfeifer@nlrb.gov](mailto:lane.pfeifer@nlrb.gov)  
Via Fax 415-356-5156

August 14, 2011

National Labor Relations Board  
Region 20  
901 Market Street S 400  
San Francisco, Ca. 94103  
Attn: Tim Peck, Acting Regional Director  
Lana Pfeifer, Field Examiner

Re: Case No. 20-RC-085547  
River City Fire Equipment, Inc. (Employer)

Dear Tim and Lana:

As you know the above Employer entered into a stipulation for an election with Local 669 with two employees Janell Alice Louise Darroch and Jon Lee Mott on August 29, 2012. Prior to entering the stipulation, the Employer lost a major prevailing wage prison job which Jon Lee Mott was specifically hired for. Due to the loss of the job, the Employer had to permanently layoff Mr. Mott. Further, the Employer does not have sufficient work for two employees. The Employer does not intend to bid any future prevailing jobs and does not intend to hire any more bargaining unit employees. Thus, under the circumstances, the Employer believes a one man unit would be inappropriate due to changed circumstances for the current election. Also, as I stated above, since the Employer does not intend to hire any more full time or part time employees engaged in the installation in the maintenance and/ or repair of automatic sprinkler fire protection systems in the future, an election would not be appropriate since the Board does not have jurisdiction over a one man unit.

You should note that the Employer hired Ms. Darroch on approximately March 14, 2011. The Employer only had enough work for one employee until the Employer bid on a prevailing wage job at a State Prison. The Employer hired Mr. Mott on April 18, 2012 specifically for this State Prison job. Once the Employer learned they lost the bid concerning the State Prison, the Employer had to permanently lay off Mr. Mott since they only had enough work for Ms. Darroch. The Employer lost the job on approximately July 17, 2012. Hence, as stated above, the Employer is not going to hire any further employees in the future and not bid on any prevailing wage jobs. Thus, the Employer will have a stable work force of only one sprinkler fitter.

# H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Also, the Board has considered “the Daniel/Steiny voter-eligibility formula in deciding whether or not a construction-industry employer employs a viable bargaining unit.” However, in McDaniel Electric, 313 N.L.R.B. 126 (1993), a one man unit case, the Board specifically held that the Daniel/Steiny voter eligibility standards do not apply in an unfair labor practice proceeding where the Board is called upon to decide whether the employer has a one man unit:

“As explained above, the focus of our inquiry in this 8(a)(5) case is whether the employer maintains a stable one-man unit. Because the critical inquiry here is directed to the scope of the employer's work force, the individual voting eligibility standards of Daniel Construction Co., 133 NLRB 264 (1961), are not controlling.”

In Ohio Construction & Engineering Co., 1983 NLRB GCM LEXIS 144, at p. 4 (August 26, 1983), the General Counsel states that the Board will not consider the Daniels/Steiny formula when deciding whether an employer has a duty to bargain due to a one man unit:

“In determining in such refusal-to-bargain cases whether a unit is inappropriate for collective bargaining purposes because the unit consists of only one employee, the Board conducts a "head count" to ascertain the size of the employee complement in the bargaining unit at the time a union requests recognition and bargaining. n6 ...

“n6 In unfair labor practice cases, even in the construction industry, it appears that the Board does not rely upon the formula outlined in Daniel Construction Co., Inc., 167 NLRB 1078 (1967), a representation case, to determine how many of an employer's employees are members of a specific bargaining unit at a given time. See, e.g., Finger Lakes Plumbing & Heating Co., Inc., 253 NLRB 406, n.3, 410 (1980). In Daniel Construction, *supra*, the issue was what criteria should be applied in a representation case in determining whether construction industry employees who admittedly are members of a bargaining unit should be permitted to vote in a representation election where the employees, because of the intermittent nature of employment in the industry, were not working for an employer on the eligibility date but had previously been employed by the employer. The Daniel Construction formula provides that, in addition to the unit employees who have traditionally been eligible to vote in an election (i.e., those who were employed during the payroll period immediately preceding the date of the Board's decision and direction of election), all employees in the unit who have been employed for a total of 30 days or more within a 12-month period, or who have had some employment in that period and who have been employed 45 days or more within a 24-month period immediately preceding the eligibility date for the election, shall be eligible to vote.”

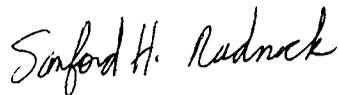
H. SANFORD  
RUDNICK  
& ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Therefore, since the Employer does not intend to hire any further employees in the future in the unit and will only have one employee in the unit or a stable work force of one employee, the Employer believes a one man unit is not a viable bargaining unit and the petition for an election should be dismissed for lack of jurisdiction. If you have any have any questions relating to the above, do not hesitate to contact my office.

Respectfully,

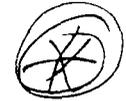


H. Sanford Rudnick JD  
cc: Sarah Clark, Controller; sarah@rivercityfireequip.com  
Alex Bastedo, President



---

**From:** Pfeifer, Lana [mailto:Lana.Pfeifer@nlrb.gov]  
**Sent:** Thursday, August 16, 2012 6:08 PM  
**To:** sanford rudnick  
**Cc:** sarah@rivercityfireequip.com  
**Subject:** RE: RIVERCITYFIRE8-9-12 SL-N



Dear Sandy,

In accordance with our telephone conversation earlier today, I just wanted to reiterate that the Region intends to conduct the August 29 election the details of which are provided for in the Stipulated Election Agreement and *Norris-Thermador* Eligibility List in River City Fire Equipment, Inc. d/b/a Fire Safe 20-RC-85547. The Stipulated Election Agreement and *Norris-Thermador* Eligibility List in connection with the above-referenced petition were entered into by the Employer and Union.

Thanks,  
Lana

---

**From:** sanford rudnick [mailto:sandy@rudnick.com]  
**Sent:** Tuesday, August 14, 2012 5:27 PM  
**To:** Pfeifer, Lana  
**Cc:** sarah@rivercityfireequip.com; sanford rudnick  
**Subject:** RIVERCITYFIRE8-9-12 SL-N

Lana: The Employer in case 20-RC-085547 should not have an election on August 29, 2012 due to a one man unit.  
Sandy Rudnick JD

8/17/2012



### 8. Supervisors

Section 2(11) of the Act states:

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or affectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

**K. Employee Categories**

Relevant questions include the following:

- a. Describe the duties of the individual in question. What is his correct title?
- b. For what is he held responsible by the employer? Describe in detail.
- c. What are his powers and authority regarding hiring, firing, discipline, direction, promotion, transfer, layoff, recall, rewards, time off, reprimand?
- d. Describe manner in which he was given such authority. Who conferred the power?
- e. Does he have the authority to effectively recommend the foregoing actions?
- f. Give examples of the exercise of such authority or recommendations.
- g. What actions were taken by his superior regarding such exercise of recommendations? Examples.
- h. Does he interview job applicants? Make recommendations? What is the effectiveness of his recommendations? Examples.
- i. Does he transfer employees from one job to another? To another department? If so, on what occasions? Employees affected?
- j. Who makes the decision to transfer employees? If the person in question makes the decision, what factors are involved?
- k. To what extent are the working conditions and the wages of the transferred employee affected?

**K. Employee Categories**

- l. Does he have the authority to grant time off to employees? Has he exercised such authority? Give examples. Is his decision final or does he check with others?
- m. If his duties require independent judgment, describe the nature of such judgment, when exercised, extent of review, and by whom.
- n. If he handles grievances, describe methods used and extent of his handling.
- o. Does he attend supervisory meetings? Regularly? If not, how frequently? What is the reason for his attendance? What is the extent of his participation?
- p. To what extent are his actions regarding supervision reviewable by his supervisor?
- q. Who does he report to? Who supervises him? What is the nature of the assignments received from his supervisor and the extent of his reports?
- r. How many employees work under his supervision? What are their classifications?
- s. To whom does he assign work? How does he make an assignment and what is the nature of such assignment?
- t. Describe and give examples of the type of orders or instructions given?
- u. Does he receive any benefits not granted to other employees? If so, describe.

**K. Employee Categories**

- v. Compare the percentage of his time spent in the direction or supervision of employees with the percentage of his time spent in actual manual labor or work.
- w. Compare his duties with those of persons working immediately over and under him.
- x. Compare with those of other employees and admitted supervisors his rate of pay, manner of pay, overtime, vacations, insurance, pensions, bonus, use of facilities, incentive plans, parking areas, type of clothing worn while working, use of timeclock, restrooms, cafeteria, payment for time lost.
- y. Describe any special privileges or compensation given him by virtue of his position.
- z. Do employees work permanently or temporarily under him? If temporarily, describe the circumstances surrounding their assignment to work under him, including the frequency, type of work performed, duration, and the extent of his authority and responsibility.
- aa. Is he designated on the payroll as a supervisor?
- bb. Does he consider himself a supervisor?
- cc. Is he regarded as a supervisor by other employees and admitted supervisors?
- dd. Does he have the responsibility for a shift or particular operation?

**K. Employee Categories**

- ee. Is he the only person with apparent authority present on a shift or other operation? If so, does he have authority to make final decisions or must he check with other officials? If he makes recommendations, what further action is taken and by whom? Give examples.
- ff. Does he keep time records for employees?
- gg. Does he determine whether an employee will work overtime?
- hh. Does he make employee progress reports? If so, describe the nature of such reports, to whom made, recommendations, and results of such reports. Give examples.
- ii. Does he inspect the work of employees? Frequency? For what purpose? His actions upon receiving outstanding or unsatisfactory work?
- jj. Does he report rules infractions? Warn or reprimand employees? By what authority? To whom does he report? Does he make any recommendation? Is it affective? Give examples.
- kk. Compare his seniority with other employees. Ascertain whether this may be a case of an older, more experienced person exercising purported authority.
- ll. What is the ratio of supervisory to nonsupervisory employees?
- mm. Does the person in question deny being a supervisor? What are his reasons?

### K. Employee Categories

m. Does he pledge the employer's credit? Under what circumstances? Extent of authority? Frequency?

9. Technical employees

Relevant questions include the following:

- a. Desires of parties as to work placement. Plant organization.
- b. Bargaining history. Type of industry.
- c. Compare similarity of skills and job functions of technical employees with those of rank-and-file employees. Compare skill requirements and job functions with those of professional employees.
- d. Construction of prototypes, testing, designing, and building equipment, and other duties.
- e. Tools used, instruments, blueprints, plans, drawings, etc.
- f. Inspection responsibilities. Recommendations? Effectiveness?
- g. Preparation of technical reports, data, handbooks.
- h. Evaluation of reports, preparation of findings.
- i. To whom are reports directed? For what purpose?
- j. Compare classifications.
- k. Compare supervision with that of other employees. Is supervisor a professional?

RECEIVED

2012 NOV 16 PM 1:20

R-PT

ORDER SECTION

00036  
00100

**FedEx** NEW Package  
Express US Airbill

4-Digit Tracking Number 8756 0538 5749

1 From This form may be removed for Recipient's records.  
Date 11/15/12 FedEx Tracking Number 875605385749

Sender's Name \_\_\_\_\_ Phone 800 326-3046

Company H SANFORD RUDNICK AND ASSOC

Address 1200 MT DIABLO BLVD STE 105  
City WALNUT CREEK State CA ZIP 94596-4852

2 Your Internal Billing Reference \_\_\_\_\_

3 To Recipient's Name OFFICE OF THE EXECUTIVE SECRETARY Phone 202 273 1940

Company NATIONAL LABOR RELATIONS BOARD

Address 1099 14TH ST NW S 11610  
City WASHINGTON State DC ZIP 20570



4 Express Package Service **Next Business Day**  FedEx First Overnight  FedEx Priority Overnight  FedEx Standard Overnight

2 or 3 Business Days  NEW FedEx 2Day A.M.  FedEx 2Day  FedEx Express Saver

5 Packaging  FedEx Envelope\*  FedEx Pak\*  FedEx Box  FedEx Tube  Other\*

6 Special Handling and Delivery Signature Options

SATURDAY Delivery  No Signature Required  Direct Signature  Indirect Signature

Does this shipment contain dangerous goods?  No  Yes

7 Payment will be made by  Sender  Recipient  Third Party  Credit Card  Cash/Check

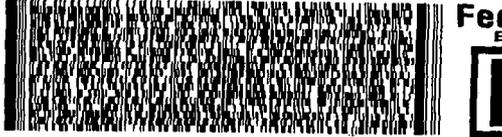
Additional Packages Total Weight \_\_\_\_\_

Recipient's Copy

ORIGIN ID: CCRA (800) 326-3046  
H SANFORD RUDNICK AND ASSOC

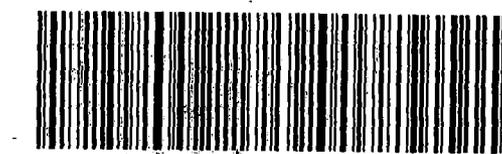
SHIP DATE: 15NOV12  
ACTWGT: 10.9 LB  
CAD: /OFFC1322  
DIMS: 0x0x0 IN  
BILL SENDER

TO OFFICE OF THE EXEC SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
1099 14TH ST NW  
WASHINGTON DC 20570  
(202) 278-1940



TAX# 0215 8756 0538 5749  
FRI - 16 NOV A1  
STANDARD OVERNIGHT

**XC BZSA**  
20570  
DC-US DCA



Align bottom of Peel and Stick Airbill or Pouch here.

ORDER SECTION

2012 NOV 16 PM 1:32

MAIL ROOM

fedex.com 1800.GoFedEx 1800.463.3339

RECIPIENT: PEEL HERE

fedex.com 1800.GoFedEx 1800.463.3339

Part # 56307 455 IN 21 0212