

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19 (SUBREGION 36)

MORRIS GLASS & CONSTRUCTION, INC.

and

Case 36-CA-010804

INTERNATIONAL UNION OF PAINTERS & ALLIED
TRADES, DISTRICT COUNCIL 5

**REFILED GENERAL COUNSEL'S MOTION TO TRANSFER CASE
TO THE BOARD AND FOR DEFAULT JUDGMENT**

Pursuant to §§ 102.24, 102.50, and 102.56 of the amended Rules and Regulations of the National Labor Relations Board ("Board"), Counsel for the General Counsel ("General Counsel") respectfully moves that the Board: (1) transfer the above-captioned matter and continue the proceedings before the Board; (2) deem the allegations in the Complaint in this matter as admitted to be true without taking substantive evidence supporting the allegations; and (3) issue a Decision and Order granting default judgment. In support of the above, the General Counsel avers as follows:

1. On February 25, 2011, International Union of Painters & Allied Trades, District Council 5 (the "Union"), filed an unfair labor practice charge in Case 36-CA-010804 against Morris Glass & Construction, Inc. ("Respondent"). A copy was duly served upon Respondent by mail on February 25, 2011. On February 28, 2011, the Union filed a first amended charge against Respondent, a copy of which was duly served upon Respondent by mail on that same date. On March 7, 2011, the Union filed a second amended charge against Respondent, a copy of which was duly served upon

Respondent by mail on that same date. On March 21, 2011, the Union filed a third amended charge against Respondent a copy of which was duly served upon Respondent by mail on that same date. On May 9, 2011, the Union filed a fourth amended charge against Respondent a copy of which was duly served upon Respondent by mail on May 10, 2011. Copies of the charge, amended charges, and their respective affidavits of service are attached as Exhibit 1.

2. On June 30, 2011, the former Officer-In-Charge of Subregion 36 approved an informal settlement agreement ("Settlement Agreement") for Case 36-CA-010804 entered into between the Union and Respondent. The Settlement Agreement provides in pertinent part that, in the event of Respondent's noncompliance with any of the terms of the Settlement Agreement, the Officer-In-Charge would revoke the Settlement Agreement and issue a Complaint encompassing the allegations outlined in the Settlement Agreement. A conformed copy of the Settlement Agreement is attached as Exhibit 2.

3. The Settlement Agreement provides that, based on a Motion for Default Judgment by the General Counsel, the Board may find all allegations of the Complaint to be true and make findings of fact and law consistent with those allegations, adverse to the Respondent on all issues raised in the Complaint without Respondent having the opportunity to file an Answer. The only issue to be raised is that of default. Further, the Board may then, without the necessity of trial or any other proceeding, issue an Order providing a full remedy for the violations found as is customary to remedy such violations including, but not limited to, the provisions of the Settlement Agreement.

4. Pursuant to the Settlement Agreement, Respondent agreed to, *inter alia*:
 - a. Post hard copies of the Notice to Employees for 60 days in all places where Respondent normally posts Notices to employees;
 - b. Duplicate and mail, at its own expense, a copy of the Notice to all current and former employees who worked for Respondent at any time between December 1, 2010, and the date of the Settlement Agreement, June 30, 2011; and
 - c. Make whole employees John Townsend and Brian Townsend within seven days of receipt of the Subregion's backpay computations, with appropriate withholdings for each employee.

5. On June 30, 2011, Respondent was notified of the Officer-In-Charge's approval of the Settlement Agreement and of its obligations to comply with the terms of the Settlement Agreement. Exhibit 3.

6. On approximately July 11, 2011, Respondent submitted a Certification of Posting indicating that the Notice to Employees had been posted at its facility. Exhibit 4.

7. Subregion 36 contacted Respondent on August 10 and 11, 2011, to remind Respondent to submit a report verifying all affirmative provisions of the Settlement Agreement had been initiated and to request records necessary to calculate backpay for John Townsend and Brian Townsend. Exhibit 5. Although Respondent provided verification it had posted the Notice to Employees, Respondent provided no evidence confirming that it mailed copies of the Notices to employees who were employed between December 10, 2011, and June 30, 2011.

8. On September 12, 2011, the Subregion informed Respondent of its initial backpay figures. Respondent disputed the Subregion's calculations, calculation method, and time frame for payment. Exhibit 6.

9. On January 30, 2012, the Region provided Respondent with revised backpay figures. Exhibit 7.

10. During early 2012, the Subregion obtained additional mitigation information from alleged discriminatees John Townsend and Brian Townsend. With this additional information, and because of the passage of time, the Subregion presented Respondent with revised and updated backpay figures for the Townsends on April 10, June 25, August 1, and August 15, 2012. During this period, Respondent continued to contest the Subregion's backpay calculations. Exhibit 8.

11. The Subregion and Respondent reached an agreement in October 2012 on the backpay amount for each of the Townsends and a payment plan. On October 15, 2012, the Subregion's former Officer-In-Charge approved a Backpay Installment Payment Agreement ("Payment Agreement") and a Security Agreement ("Security Agreement"). Exhibit 9.

12. Under the terms of the Payment Agreement, Respondent agreed to pay a total of \$22,326 in backpay, subject to an additional interest award of \$536.82. Specifically, Respondent was to pay John Townsend \$13,792 in backpay, less legal payroll deductions, and \$347.90 in interest. Respondent was to pay Brian Townsend \$8,534 in backpay, less legal deductions, and \$188.93 in interest.

13. John Townsend died on May 3, 2013. At that time, his son, Logan Townsend, became the sole inheritor of John Townsend's estate, and his Claim Against

the United States for Amounts Due In the Case of a Deceased Creditor is attached as Exhibit 10.

14. Despite its continuing obligation, Respondent ceased sending John Townsend's payments after April 2013. On August 16, 2013, the Subregion notified Respondent that the Region had determined that Respondent failed to comply with the terms of the Settlement Agreement; Respondent was given 14 days' notice that the Regional Director would institute default proceedings if payments were not resumed. Exhibit 11.

15. On September 17, 2013, after Respondent had continued to fail to make prompt and/or correct payments, Region 19 contacted Respondent regarding the distribution of John Townsend's backpay to his heir. Exhibit 12.

16. The Region contacted Respondent on multiple dates during the fall of 2013 to attempt to obtain full compliance with the Settlement Agreement. Exhibit 13.

17. Respondent made a few additional payments during the fall of 2013, the history of which are set forth below in Charts A and B. Chart A illustrates the terms of the Payment Agreement relevant to Brian Townsend and Respondent's compliance history. Chart B illustrates the terms of the Payment Agreement relevant to John Townsend and Respondent's compliance history. The copies of checks and money orders for Brian Townsend and John Townsend are attached as Exhibits 14 and 15, respectively.

Chart A

Brian Townsend									
Due						Paid			
Pymt #	Date	Gross Backpay	Less FICA	Net BP Due	Interest	Date	Check Amt	Interest	Over or Under Payment
1	10/5/12	\$1,000	\$56.50	\$943.50	-	10/16/12	\$943.00	-	-
2	11/5/12	\$380.80	\$22.60	\$358.20	\$19.20	11/20/12	\$ 377.40	\$19.20	+ \$19.20
3	12/5/12	\$382.36	\$22.60	\$359.76	\$17.64	12/7/12	\$ 359.76*	\$17.64*	-
						12/19/12	\$359.76	\$17.64	
4	1/5/13	\$382.75	\$30.60	\$352.15	\$17.25	1/9/12	\$334.90 **	\$17.25**	-\$17.25
						1/23/12	\$334.90	\$17.25	
5	2/5/13	\$383.72	\$30.60	\$353.12	\$16.28	2/5/13	\$ 353.12	\$16.28	-
6	3/5/13	\$386.18	\$31.66	\$354.52	\$13.82	3/5/13	\$ 382.16	\$13.82	+ \$27.64
7	4/5/13	\$385.69	\$31.68	\$354.01	\$14.31	4/8/13	\$ 368.32	\$14.31	+ \$14.31
8	5/5/13	\$387.10	\$31.59	\$355.51	\$12.90	5/5/13	\$368.41 **	\$12.90**	+ \$12.90
						7/9/13	\$368.41	\$12.90	
9	6/5/13	\$387.65	\$31.55	\$356.10	\$12.35	6/5/13	\$368.45 **	\$12.35**	+ \$12.35
						7/9/13	\$368.45	\$12.35	
10	7/5/13	\$389.01	\$30.60	\$358.41	\$10.99	7/9/13	\$368.00	\$12.00	+ \$10.60
11	8/5/13	\$389.63	\$30.60	\$359.03	\$10.37	8/30/13	\$359.03	\$10.37	-
12	9/5/13	\$390.63	\$30.60	\$360.03	\$9.37	9/13/13	\$360.03	\$9.37	-
13	10/5/13	\$391.89	\$30.60	\$361.29	\$8.11	11/8/13	\$361.29	\$8.11	-
14	11/5/13	\$392.62	\$30.60	\$362.02	\$7.38	11/19/13	\$362.02	\$7.38	-
15	12/5/13	\$393.83	\$30.60	\$363.23	\$6.17	12/6/13	\$363.23	\$6.17	-
16	1/5/14	\$394.62			\$5.38				
17	2/5/14	\$395.63			\$4.37				
18	3/5/14	\$1,319.89			\$3.04				

*Checks returned to Respondent and later reissued

**insufficient funds

Chart B

John Townsend										
Due						Paid				
Pymt #	Date	Gross Backpay	Less FICA	Net BP Due	Interest	Date	Check Amt	Interest	Over or Under Payment	
1	10/5/12	\$1,000	\$56.50	\$943.50	-	10/16/12	\$943.50	-	-	
2	11/5/12	\$567.41	\$33.90	\$533.51	\$32.59	11/20/12	\$566.10	\$32.59	+\$32.59	
3	12/5/12	\$569.86	\$33.90	\$535.96	\$30.14	12/7/12	\$535.96*	\$30.14*		
						12/19/12	\$535.96	\$30.14	-	
4	1/5/13	\$570.30	\$45.90	\$524.40	\$29.70	1/9/12	\$494.70**	\$29.70 **	-\$ 29.70	
5	2/5/13	\$571.76	\$45.90	\$525.86	\$28.24	2/5/13	\$525.86	\$28.84	-	
6	3/5/13	\$575.81	\$47.75	\$528.06	\$24.19	3/5/13	\$576.44	\$24.19	+\$48.38	
7	4/5/13	\$574.68	\$47.84	\$526.84	\$25.32	4/8/13	\$552.16	\$25.32	+\$25.32	
8	5/5/13	\$576.92	0	\$576.92	\$23.08	11/20/13		\$23.08	-\$576.92	
9	6/5/13	\$577.62	0	\$577.62	\$22.38	11/20/13		\$22.38	-\$577.62	
10	7/5/13	\$579.76	0	\$579.76	\$20.24	11/20/13		\$20.24	-\$579.75	
11	8/5/13	\$580.56	0	\$580.56	\$19.44	11/20/13		\$19.44	-\$580.56	
12	9/5/13	\$582.04	0	\$582.04	\$17.96	11/20/13		\$17.96	-\$582.04	
13	10/5/13	\$584.06	0	\$584.06	\$15.94	11/20/13	\$584.06	\$15.94	-	
14	11/5/13	\$585.01	0	\$585.01	\$14.99	11/20/13	\$585.01	\$134.03	-	
15	12/5/13	\$586.94	0	\$586.94	\$13.06	12/6/13	\$586.94	\$13.06	-	
16	1/5/14	\$588.00	0	\$588.00	\$12					
17	2/5/14	\$589.50	0	\$589.50	\$10.50					
18	3/5/14	\$3,531.77	0	\$3,531.77	\$8.13					

*Checks returned to Respondent and later reissued

**insufficient funds

18. During 2014 and early 2015, the Region made further final attempts to secure full compliance with the terms of the Settlement Agreement and Payment

and to obtain information about the assets identified in the Security Agreement. Exhibit 16. There was no further compliance activity from the Respondent.

19. Respondent has failed to make any backpay or interest payments as set forth in the Payment Agreement.

20. As a result of Respondent's failure to comply with the terms of the Settlement Agreement and Payment Agreement, Region 19 informed Respondent on January 8, 2015, that the Region had determined that the Respondent had failed to comply with the Settlement Agreement. Respondent was given fourteen (14) days' notice under the terms of the parties' Settlement Agreement of the non-compliance and informed that it would result in the Region's revocation of the Settlement Agreement. Exhibit 17.

21. Respondent has not, to date, complied with the Settlement Agreement as set forth above in paragraphs 7 and 12. Specifically, the Respondent has failed to make whole John Townsend's estate and Brian Townsend and mail the Notice to employees who were employed with the Respondent between December 10, 2010, and June 30, 2011.

22. In light of Respondent's failure to comply with the Settlement Agreement and Payment Agreement, the language of the Settlement Agreement described above applies and issuance of the accompanying Complaint and filing this Motion for Default Judgment seeks to invoke those terms.

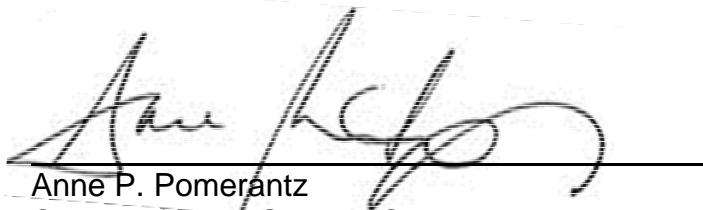
WHEREFORE, the General Counsel respectfully requests that a Decision and Order issue in the above-captioned matter:

1. Transferring the case and continuing the proceedings;
2. Finding all of the allegations in the Complaint to be true;

3. Granting default judgment against Respondent;
4. Ordering Respondent to promptly mail copies of the Notice to Employees to all its employees employed since December 10, 2010;
5. Ordering Respondent to pay Brian Townsend \$2,043.18 representing the backpay and interest owed pursuant to the Payment Agreement, as well as compounded interest on that outstanding amount;
6. Ordering Respondent to promptly pay John Townsend's estate \$7,560.20 representing the backpay and interest owed pursuant to the Payment Agreement, as well as compounded interest on that outstanding amount; and
7. Order such other relief as the Board deems just and proper.

DATED at Seattle, Washington this 16th day of March, 2015.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anne Pomerantz", is written over a horizontal line.

Anne P. Pomerantz
Counsel for the General Counsel
National Labor Relations Board, Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, Washington 98174

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case
36-CA-10804Date Filed
2-25-11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Morris Glass & Construction

b. Tel. No. (503) 325-2252

c. Cell No. (503) 298-9499

f. Fax No.

g. e-Mail
morrisgec@yahoo.comh. Number of workers employed
5

d. Address (Street, city, state, and ZIP code)

3975 Abbey Lane
Astoria, Oregon 97103

e. Employer Representative

Ryan Morris

i. Type of Establishment (factory, mine, wholesaler, etc.)
Constructionj. Identify principal product or service
Glass/Glazing

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months prior to the filing of this charge with the NLRB and the service of this charge upon the Employer, the Employer has taken the position that it has terminated two employees in the bargaining unit found appropriate in NLRB case 36-RC-6506. The Employer has also constructively discharged an additional unit employee by claiming that he has voluntarily quit the Employer's employ.

The Employer has taken the actions above in retaliation for unit employees' protected, concerted and Union activities and in order to thwart unit employees' right to a fair election, and to eliminate their rights to vote in the pending election.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Union of Painters & Allied Trades, District Council 5.

4a. Address (Street and number, city, state, and ZIP code)

6770 E. Marginal Way S.
Bldg E, Suite 312
Seattle, Washington 98108

4b. Tel. No. (206) 441-5554

4c. Cell No. (206) 794-1708

4d. Fax No. (207) 448-6478

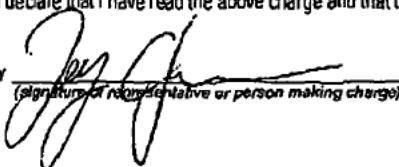
4e. e-Mail
rick@iupatdc5.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Union of Painters & Allied Trades

6. DECLARATION

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

By



Terry C. Jensen, Attorney

(Print/type name and title or office, if any)

Tel. No. (206) 467-6700

Office, if any, Cell No.

Fax No. (208) 467-7589

e-Mail
tjensen@unionattorneysnw.comAddress
2101 Fourth Avenue, Suite 200, Seattle, Washington 981212/25/2011
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE 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 Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 S.W. Second Avenue, Room 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Toll Free: (866) 667-6572
Agency WEB site: www.nlrb.gov

February 25, 2011

Mr. Ryan Morris
Morris Glass & Construction
3975 Abbey Lane
Astoria, OR 97103

Re: Morris Glass & Construction
36-CA-10804

Dear Mr. Morris:

A charge has been filed with this office alleging that you have engaged in and are engaging in unfair labor practices within the meaning of the National Labor Relations Act, as amended. A copy of the charge is herewith served upon you.

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (EXCEPT unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

Your attention is directed to the enclosed Form NLRB-4541, wherein your right to be represented by counsel or other representative in any proceeding before this Agency is discussed, and for an explanation of the Agency's processes for handling unfair labor practice charges.

You are requested to submit promptly a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge. When the Board agent solicits relevant evidence from you or your counsel, I request and urge you or your counsel to promptly present to the Board agent any and all evidence relevant to the investigation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily. Full and complete cooperation includes, where relevant, timely providing all material witnesses under your control to a Board agent so that your witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the Board agent. The submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent does not constitute full and complete cooperation. Further, please be advised that we cannot accept any limitations on the use of any evidence or position statements that are provided to the Agency. Thus any claim of confidentiality cannot be honored except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material submitted may be subject to introduction as evidence at any hearing that may be held.

before an administrative law judge. In this regard, we are required by the Federal Records Act to keep copies of documents used in furtherance of our investigation for some period of years after a case closes. Further, we may be required by the Freedom of Information Act to disclose such records upon request, absent some applicable exemption such as those that protect confidential financial information or personal privacy interests (e.g., Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4)). Accordingly, we will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the foregoing laws, regulations and policies. Please state the case name and number on all correspondence.

Also please submit to this office the enclosed commerce questionnaire filled out in the appropriate sections, if you have not submitted such information in the past 12 months. In order to complete our investigation, we need a copy of any existing or recently expired labor contract affecting the employees in this case.

All communications and submissions should be made to Barbara Simone; telephone (503)326-3170; Barbara.Simone@nlrb.gov (please see attached e-mail policy).

Please be advised that under the Freedom of Information Act, unfair labor practice charges and representation petitions are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

If you are a non-English speaker and need assistance, please inform the Board Agent assigned to this case.

Customer service standards concerning the processing of unfair labor practice cases are available under Public Notices on the Agency's website listed above. Your cooperation with this office is invited so that all facts of the case may be considered.

Very truly yours,



Linda L. Davidson
Officer in Charge

Enclosures

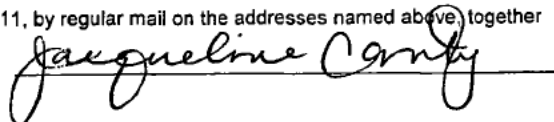
cc:

Francis L. Van Dusen, Esq.
Miller Nash LLP
601 Two Union Square, Suite 4400
Seattle, WA 98101

I certify that I served the above referred to charge on February 25, 2011, by regular mail on the addresses named above, together with a transmittal letter of which this is a true copy.

Subscribed and sworn to before me on February 25, 2011.

Designated Agent



INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case
36-CA-10804Date Filed 2-25-11
Amd: 2-28-11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

AMENDED

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Morris Glass & Construction

b. Tel. No. (503) 325-2252

c. Cell No. (503) 298-9499

f. Fax No.

g. e-Mail

morrisecc@yahoo.com

h. Number of workers employed
5d. Address (Street, city, state, and ZIP code)
3975 Abbey Lane
Astoria, Oregon 97103e. Employer Representative
Ryan Morrisi. Type of Establishment (factory, mine, wholesaler, etc.)
Constructionj. Identify principal product or service
Glass/Glazing

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Union of Painters & Allied Trades, District Council 5

4a. Address (Street and number, city, state, and ZIP code)

6770 E. Marginal Way S.
Bldg E, Suite 312
Seattle, Washington 98108

4b. Tel. No. (206) 441-5554

4c. Cell No. (206) 794-1708

4d. Fax No. (207) 448-6478

4e e-Mail

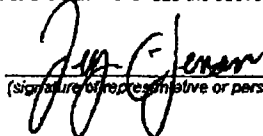
rick@iupatdc5.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Union of Painters & Allied Trades

6. DECLARATION

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

By



(Signature of representative or person making charge)

Terry C. Jensen, Attorney

(Print/type name and title or office, if any)

Tel. No.

(206) 467-6700

Office, if any, Cell No.

Fax No. (206) 467-7589

e-Mail

tjensen@unionattorneysnw.com

Address 2101 Fourth Avenue, Suite 200, Seattle, Washington 98121

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE 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.

2. BASIS OF THE CHARGE

Within about the last two months prior to the filing and service of this charge upon the Employer, the Employer has taken the position that it has terminated the following employees, and the Employer has withheld employment from those employees: Dale Richardson, John Townsend, and Brian Townsend. Each of those employees had been employed in the bargaining unit stipulated as appropriate in Case 36-RC-6506.

In the same time frame, the Employer has interrogated employees about their own, and other employees' protected, concerted and Union activities; has threatened them with loss of employment if they voted for the Union; and has demanded employees to revoke their Union authorization cards.

The Employer took these actions to interfere with the employees' rights to a fair and free NLRB election, and has terminated/withheld work from its employees to intimidate and coerce employees, and to retaliate against employees for their Union support and activity.



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 S.W. Second Avenue, Room 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Agency WEB site: www.nlrb.gov

February 28, 2011

Mr. Ryan Morris
Morris Glass & Construction
3975 Abbey Lane
Astoria, OR 97103

Re: Morris Glass & Construction
36-CA-10804

Dear Mr. Morris:

This is to inform you that an amended charge, a true copy of which is enclosed, was filed in the above-entitled matter.

I would appreciate receiving from you promptly a full and complete written account of the facts and a statement of your position with respect to any new allegations set forth in the charge.

Please let me know the names and addresses of any witnesses you wish us to interview.

All communications and submissions should be made to Barbara Simone, telephone (503)326-3170; Barbara.Simone@nlrb.gov.

Very truly yours,

Linda L. Davidson
Officer in Charge

Enclosures

cc:

Francis L. Van Dusen, Esq.
Miller Nash LLP
601 Two Union Square, Suite 4400
Seattle, WA 98101

I certify that I served the above referred to amended charge on February 28, 2011 by regular mail on the addressee named above, together with a transmittal letter of which this is a true copy.

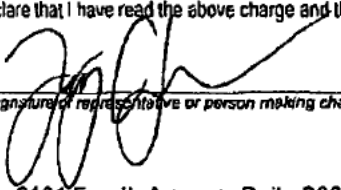
Subscribed and sworn to before me on February 28, 2011.

Designated Agent

INTERNET
FORM NLRB-501
(2-06)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER
SECOND AMENDED**DO NOT WRITE IN THIS SPACE**Case 36-CA-10804 Date Filed 2-25-11
Amd: 2-28-11
Sec Amd: 3-7-11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Morris Glass & Construction	b. Tel. No. (503) 325-2252
	c. Cell No. (503) 298-9499
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 3975 Abbey Lane Astoria, Oregon 97103	e. Employer Representative Ryan Morris
	g. e-Mail morrisgpc@yahoo.com
	h. Number of workers employed 5
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction	j. Identify principal product or service Glass/Glazing
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (11st subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SEE ATTACHED	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union of Painters & Allied Trades, District Council 5	
4a. Address (Street and number, city, state, and ZIP code) 6770 E. Marginal Way S. Bldg E, Suite 312 Seattle, Washington 98108	4b. Tel. No. (206) 441-5554
	4c. Cell No. (208) 794-1708
	4d. Fax No. (207) 448-6478
	4e. e-Mail rick@iupatdc5.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union of Painters & Allied Trades	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Terry C. Jensen, Attorney (Print type name and title or office, if any)
Address 2101 Fourth Avenue, Suite 200, Seattle, Washington 98121	Tel. No. (206) 467-6700
	Office, if any, Cell No.
	Fax No. (206) 467-7589
	e-Mail tjensen@unionattorneysnw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE 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.

2. BASIS OF THE CHARGE

Within about the last two months prior to the filing and service of this charge upon the Employer, the Employer has taken the position that it has terminated the following employees, and the Employer has withheld employment from those employees: Dale Richardson, John Townsend, and Brian Townsend. Each of those employees had been employed in the bargaining unit stipulated as appropriate in Case 36-RC-6506.

In the same time frame, the Employer has interrogated employees about their own, and other employees' protected, concerted and Union activities; has threatened them with loss of employment if they voted for the Union; and has demanded employees to revoke their Union authorization cards.

The Employer took these actions to interfere with the employees' rights to a fair and free NLRB election, and has terminated/withheld work from its employees to intimidate and coerce employees, and to retaliate against employees for their Union support and activity.

The Employer promised improved terms and conditions of employment if they would vote "NO" in the election in case 36 RC 6505.

The Employer withheld work opportunities from employees due to their, protected, concerted activities.

The Employer told employees that the Employer was withholding work from bargaining unit employees because of those employees' protected, concerted activities.



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 S.W. Second Avenue, Room 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Agency WEB site: www.nlrb.gov

March 7, 2011

Mr. Ryan Morris
Morris Glass & Construction
3975 Abbey Lane
Astoria, OR 97103

Re: Morris Glass & Construction
36-CA-10804

Dear Mr. Morris:

This is to inform you that an amended charge, a true copy of which is enclosed, was filed in the above-entitled matter.

I would appreciate receiving from you promptly a full and complete written account of the facts and a statement of your position with respect to any new allegations set forth in the charge.

Please let me know the names and addresses of any witnesses you wish us to interview.

All communications and submissions should be made to Lisa J. Dunn, telephone (503)326-3171; Lisa.Dunn@nlrb.gov.

Very truly yours,

Linda L. Davidson
Officer in Charge

Enclosures

cc:

Francis L. Van Dusen, Jr., Esq.
Miller Nash LLP
601 Two Union Square, Suite 4400
Seattle, WA 98101

Wayne D. Landsverk, Esq.
Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, OR 97204

I certify that I served the above referred to amended charge on March 7, 2011 by regular mail on the addressee named above, together with a transmittal letter of which this is a true copy.

Subscribed and sworn to before me on March 7, 2011.

Designated Agent

INTERNET
FORM NLRB-501
(2-00)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER
3RD AMENDED

DO NOT WRITE IN THIS SPACE

Case
36-CA-10804Date Filed 2-25-11
Amd. 2-28-11
2nd Amd. 3-7-11
3rd Amd. 3-21-11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Morris Glass & Construction		b. Tel. No. (503) 325-2252
		c. Cell No. (503) 298-9499
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 3975 Abbey Lane Astoria, Oregon 97103	e. Employer Representative Ryan Morris	g. e-Mail morrisgec@yahoo.com
		h. Number of workers employed 5
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction	j. Identify principal product or service Glass/Glazing	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Union of Painters & Allied Trades, District Council 5

4a. Address (Street and number, city, state, and ZIP code) 6770 E. Marginal Way S. Bldg E, Suite 312 Seattle, Washington 98108	4b. Tel. No. (206) 441-5554
	4c. Cell No. (206) 794-1708
	4d. Fax No. (207) 448-6478
	4e. e-Mail rick@iupatdc5.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Union of Painters & Allied Trades

6. DECLARATION

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

By

(signature of representative or person making charge)

Terry C. Jensen, Attorney

(Print type name and title or office, if any)

Tel. No. (206) 467-6700

Office, if any, Cell No.

Fax No. (206) 467-7589

e-Mail
tjensen@unionattorneysnw.com

Address 2101 Fourth Avenue, Suite 200, Seattle, Washington 98121

3/21/11
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE 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.

2. BASIS OF THE CHARGE

Within about the last three months prior to the filing and service of this amended charge upon the Employer, the Employer has taken the position that it has terminated the following employees, and the Employer has withheld employment from those employees: Dale Richardson, John Townsend, and Brian Townsend. Each of those employees had been employed in the bargaining unit stipulated as appropriate in Case 36-RC-6506.

In the same time frame, the Employer has interrogated employees about their own, and other employees' protected, concerted and Union activities; has threatened them with loss of employment if they voted for the Union; and has demanded employees to revoke their Union authorization cards.

The Employer took these actions to interfere with the employees' rights to a fair and free NLRB election, and has terminated/withheld work from its employees to intimidate and coerce employees, and to retaliate against employees for their Union support and activity.

The Employer promised employees improved terms and conditions of employment if they would vote "NO" in the election in case 36-RC-6505.

The Employer told employees that the Employer was withholding work from bargaining unit employees because of those employees' protected, concerted activities.

The Employer has taken these actions in retaliation for employees' protected, concerted, and union activities and in order to distort the election results in 36-RC-6506.



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 S.W. Second Avenue, Room 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Agency WEB site: www.nlrb.gov

March 21, 2011

Mr. Ryan Morris
Morris Glass & Construction
3975 Abbey Lane
Astoria, OR 97103

Re: Morris Glass & Construction
36-CA-10804

Dear Mr. Morris:

This is to inform you that an amended charge, a true copy of which is enclosed, was filed in the above-entitled matter.

I would appreciate receiving from you promptly a full and complete written account of the facts and a statement of your position with respect to any new allegations set forth in the charge.

Please let me know the names and addresses of any witnesses you wish us to interview.

All communications and submissions should be made to Lisa J. Dunn, telephone (503)326-3171; Lisa.Dunn@nlrb.gov.

Very truly yours,

Linda L. Davidson
Officer in Charge

Enclosures

cc:

Francis L. Van Dusen, Esq.
Miller Nash LLP
601 Two Union Square, Suite 4400
Seattle, WA 98101

Wayne D. Landsverk, Esq.
Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, OR 97204

I certify that I served the above referred to amended charge on March 21, 2011 by regular mail on the addressee named above, together with a transmittal letter of which this is a true copy.

Subscribed and sworn to before me on March 21, 2011.

Designated Agent

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER
4TH REVISED

FORM EXEMPT UNDER 49 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed	2-25-11
38-CA-10804	And	2-28-11
	Sec	3-7-11
	Third And	3-21-11
	Fourth And	5-9-11

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Morris Glass & Construction	b. Tel. No. 503-325-2252
d. Address (Street, city, state, and ZIP code) 3975 Abbey Lane Astoria, OR 97103	c. Cell No. 503-298-9499
e. Employer Representative Ryan Morris	f. Fax No.
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction	g. e-Mail morrisgec@yahoo.com
j. Identify principal product or service Glass/Glazing	h. Number of workers employed 5

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union of Painters and Allied Trades, District Council 5

4a. Address (Street and number, city, state, and ZIP code)

3770 E. Marginal Way S.
Building E, Suite 312
Seattle, WA 98108

4b. Tel. No. 206-441-5554

4c. Cell No. 206-794-1708

4d. Fax No. 206-448-6478

4e. e-Mail
rick@iupatdc5.org

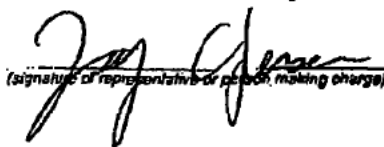
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union of Painters and Allied Trades

6. DECLARATION

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

By



Terry C. Jensen, Attorney

(Print/type name and title or office, if any)

Address

2101 Fourth Avenue, Suite 200, Seattle, WA 97121

5-9-11
(date)

Tel. No. 206-467-8700

Office, if any, Cell No.

Fax No. 206-467-7689

e-Mail
tjensen@unionattorneysnw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE 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.

2. BASIS OF THE CHARGE

Within about the last six months prior to the filing and service of this amended charge upon the Employer, the Employer has taken the position that it has terminated the following employees, and the Employer has withheld employment from those employees: Dale Richardson, John Townsend and Brian Townsend. Each of those employees has been employed in the bargaining unit stipulated as appropriate in Case 36-RC-6506.

In the same time frame, the Employer has interrogated employees about their own, and other employees' protected, concerted and Union activities; has threatened them with loss of employment if they voted for the Union; and has demanded employees to revoke their Union authorization cards.

The Employer took these actions to interfere with the employees' rights to a fair and free NLRB election, and has terminated/withheld work from its employees to intimidate and coerce employees, and to retaliate against employees for their Union support and activity.

The Employer promised employees improved terms and conditions of employment if they would vote "NO" in the election in case 36-RC-6506.

Within six months prior to filing the instant charge, the Employer has retaliated against employees Dale Richardson, John Townsend and Brian Townsend for engaging in protected concerted activity by discharging and/or withholding work from them.

The Employer has taken these actions in retaliation for employees' protected, concerted, and Union activities and in order to distort the election results in 36-RC-6506.



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 S.W. Second Avenue, Room 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Agency WEB site: www.nlrb.gov

May 10, 2011

Mr. Ryan Morris
Morris Glass & Construction
3975 Abbey Lane
Astoria, OR 97103

Re: Morris Glass & Construction
36-CA-10804

Dear Mr. Morris:

This is to inform you that an amended charge, a true copy of which is enclosed, was filed in the above-entitled matter.

I would appreciate receiving from you promptly a full and complete written account of the facts and a statement of your position with respect to any new allegations set forth in the charge.

Please let me know the names and addresses of any witnesses you wish us to interview.

All communications and submissions should be made to Lisa J. Dunn, telephone (503)326-3171; Lisa.Dunn@nlrb.gov.

Very truly yours,

Linda L. Davidson
Officer in Charge

Enclosures

cc:

Francis L. Van Dusen, Jr., Esq.
Miller Nash LLP
601 Two Union Square, Suite 4400
Seattle, WA 98101

Wayne D. Landsverk, Esq.
Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, OR 97204

I certify that I served the above referred to amended charge on May 10, 2011 by regular mail on the addressee named above, together with a transmittal letter of which this is a true copy.

Subscribed and sworn to before me on May 10, 2011.

Designated Agent

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF MORRIS GLASS & CONSTRUCTION, INC., 36-CA-10804

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its Astoria, Oregon office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. The Notices shall also be mailed to the last known address of all employees employed by the Charged Party from December 1, 2010 to the present.

In addition to physical posting of paper notices, notices shall be mailed to all employees who were on the Charged Party's payroll from December 1, 2010, to the present. Notices shall also be distributed electronically, such as by e-mail, posting on an intranet or an internet site, or other electronic means, if the Charged Party customarily communicates with its employees or members by such means. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. The Charged Party will e-mail the Subregion at subregion36@nllrb.gov with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, the Charged Party agrees to provide such access information to the Subregion. If the Notice is distributed via e-mail, the charged party will forward a copy of the e-mail distributed to the Subregion.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY --- Within 7 days from approval of this agreement the Charged Party will provide the Subregion with all documents necessary to compute backpay. The amount of backpay shall be computed in accordance with traditional Board formula. The Charged Party will make whole employees **John Townsend** and **Brian Townsend** within 7 days from receipt of the Subregion's computation of backpay. The Charged Party will make appropriate withholdings for each named employee.

NON-ADMISSION — By entering into this Agreement, the Charged Party does not admit to a violation of the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters: That within six months prior to filing the instant charge, the Charged Party has retaliated against employees John Townsend and Brian Townsend for engaging in protected, concerted activity by discharging and/or withholding work from them; that on about January 26, 2011, the Charged Party, by Morris, interrogated an employee by asking about his support for the Charging Party's petition; that on about January 26, 2011, the Charged Party, by Morris, told an employee that he needed to revoke his support for the Charging Party; that on about January 26, 2011, the Charged Party, by Morris, told an employee not to sign any more paperwork from the Charging Party without talking to Morris first; that on about January 26, 2011, the Charged Party, by Morris, made a coercive statement by telling an employee that if employees wanted to work for the Charged Party, they should not have signed the Charging Party's petition; that on about January 27, 2011, the Charged Party, by Morris, asked an employee if he had revoked his support for the Charging Party; and that on about March 3, 2011, the Charged Party, by Morris promised an employee increased wages and benefits if he voted against the Charging Party in the election in case 36-RC-6506.

Initial _____

EXHIBIT NO. 2

It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

STIPULATION RESOLVING OBJECTIONS AND PARTIALLY RESOLVING CHALLENGED BALLOTS

– Simultaneous herewith and as a condition of this Agreement, the Charged Party and the Charging Party will execute the attached Stipulation Resolving Objections and Partially Resolving Challenged Ballots in Case 36-RC-6506.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY – Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials



PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue the complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the aforementioned complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party, on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days

Initial _____

after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party MORRIS GLASS & CONSTRUCTION, INC.		Charging Party INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, DISTRICT COUNCIL 5, affiliated with INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES	
By: /s/ Wayne Landsverk Wayne Landsverk, Esq.	Date 6/29/11	By: /s/ Terry C. Jensen Terry C. Jensen, Esq.	Date 6/30/11
Recommended By:  By: Lisa J. Dunn, Board Agent	Date 6/30/11	Approved By: Richard L. Ahearn, Regional Director By:  Linda L. Davidson, Officer in Charge	Date 6/30/11

Initial _____



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 Southwest Second Avenue - Suite 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Toll Free: (866) 667-6572
Agency *WEB* site: www.nlrb.gov

June 30, 2011

Wayne D. Landsverk, Esq.
Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, OR 97204

Re: Morris Glass & Construction
Cases 36-CA-10804 and 36-RC-6506

Dear Mr. Landsverk:

Enclosed is a copy of the approved Settlement package in this matter. We are also enclosing five (5) Notices to Employees to be posted by the Employer in conspicuous places at the facility. Two additional Notices are enclosed. One is to be signed and dated, in the same manner as those posted, then return it to our office, along with the Certification of Posting. The other Notice is for your records.

Additional Notices will be provided for mailing to the last known address of employees once the Employer has determined the number of employees to receive Notices and notified our office of the number needed.

In accordance with the terms of the agreement, please notify this office in writing within five days from receipt of this letter what steps your client has taken to comply therewith. It is also necessary to advise us again after 60 days that all terms and conditions of this Settlement Agreement have been complied with.

Thank you for your cooperation and immediate attention.

Very truly yours,

Linda L. Davidson
Officer in Charge

Enclosures

cc:

Francis L. Van Dusen, Jr., Esq.
Miller Nash LLP
601 Two Union Square, Suite 4400
Seattle, WA 98101

EXHIBIT NO. 3

NATIONAL LABOR RELATIONS BOARD
CERTIFICATION OF POSTING

Re: Morris Glass & Construction
36-CA-10804

The Notice to Employees¹ in the above captioned matter were posted on 7/11 at the following locations: *(list the specific place(s) of posting)*

3975 Abbey Lane #2 Astoria 97103
Main Shop Floor
Office (Main)

Morris Glass & Construction

By: [Signature]

Title: Office Manager

Date: 7/11/11

This form needs to be returned to the Subregional Office, 601 S.W. Second Avenue, Suite 1910, Portland, OR 97204, together with one (1)² copy of the Notice to Employees, dated and signed in the same manner as those posted.

¹ one of the following: Employees or Employees and Members.
² number of notices to be returned.



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 Southwest Second Avenue - Room 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Toll Free: (866) 667-6572
Agency WEB site: www.nlrb.gov

August 10, 2011

Wayne D. Landsverk, Esq.
Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, OR 97204

Terry C. Jensen, Esq.
Robblee Detwiler & Black PLLP
2101 Fourth Avenue, Suite 200
Seattle, WA 98121-2392

Re: Morris Glass & Construction
36-CA-10804

Dear Parties:

This is to remind you that pursuant to the terms of the Settlement Agreement, a detailed compliance report is due following the end of the posting period. Please assure that all affirmative provisions of the Settlement Agreement (i.e. removal of documents from files, electronic distribution of Notices, notifications to the other parties, etc.) have been initiated and include detailed information regarding compliance with these provisions in your reports.

Very truly yours,

A handwritten signature in black ink, appearing to read "Helena A. Fiorianti", is written above the typed name.

Helena A. Fiorianti
Acting Supervisory Attorney

Dunn, Lisa J

From: Landsverk, Wayne [Wayne.Landsverk@MillerNash.com]
Sent: Thursday, August 11, 2011 8:56 AM
To: sharene@morrisglass.com
Cc: Dunn, Lisa J
Subject: FW: R Hiatt

Sharene, see below.. Please gather this as soon as you can. Also please include hours worked as well as earnings. Thanks. Wayne

Wayne D. Landsverk
MILLER NASH LLP

From: Dunn, Lisa J [mailto:Lisa.Dunn@nrlb.gov]
Sent: Thursday, August 11, 2011 8:18 AM
To: Landsverk, Wayne
Subject: RE: R Hiatt

Wayne,

We need records relating to the work hours and rates of pay for any glaziers the Employer employed from December 7, 2010, through the present. Please get me these records as soon as possible, as we were supposed to have them over a month ago according to the Settlement Agreement.

Thanks,
Lisa

Lisa J. Dunn, Attorney
NLRB Subregion 36, Portland
601 SW Second Avenue
ODS Tower, Suite 1910
Portland, Oregon 97204
(503) 326-3171 direct
(503) 326-3085 office
(503) 326-5387 fax
lisa.dunn@nrlb.gov

From: Landsverk, Wayne [mailto:Wayne.Landsverk@MillerNash.com]
Sent: Wednesday, August 10, 2011 2:47 PM
To: Dunn, Lisa J
Cc: Ryan Morris
Subject: FW: R Hiatt

Lisa, I am back in the office. Here are the figures relating to Mr. Hiatt. as discussed. Give me a call if any questions. Wayne

8/11/2011

Dunn, Lisa J

From: Dunn, Lisa J
Sent: Thursday, August 11, 2011 8:18 AM
To: 'Landsverk, Wayne'
Subject: RE: R Hiett

Wayne,

We need records relating to the work hours and rates of pay for any glaziers the Employer employed from December 7, 2010, through the present. Please get me these records as soon as possible, as we were supposed to have them over a month ago according to the Settlement Agreement.

Thanks,
Lisa

Lisa J. Dunn, Attorney
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From: Landsverk, Wayne [mailto:Wayne.Landsverk@MillerNash.com]
Sent: Wednesday, August 10, 2011 2:47 PM
To: Dunn, Lisa J
Cc: Ryan Morris
Subject: FW: R Hiett

Lisa, I am back in the office. Here are the figures relating to Mr. Hiett. as discussed. Give me a call if any questions. Wayne

Wayne D. Landsverk
MILLER NASH LLP

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Wayne.Landsverk@MillerNash.com | www.millernash.com
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8/11/2011

	Type	Date	Num	Name	Income Subject To Tax	Wage Base	Wage Base (Tips)	Amount	Balance
IHS	Paycheck	02/08/2011	6716	Hiett, Richard J	0 00	0 00	0 00	1,470 63	1,470 63
	Paycheck	03/08/2011	6732	Hiett, Richard J	0 00	0 00	0 00	286 43	1,757 06
	Paycheck	04/07/2011	6778	Hiett, Richard J	0 00	0 00	0 00	1,858 87	3,615 93
	Paycheck	07/09/2011	6855	Hiett, Richard J	0 00	0 00	0 00	848 44	4,464 37
Total IHS					0 00	0 00	0 00	4,464 37	4,464 37
TOTAL					0.00	0 00	0 00	4,464 37	4,464.37

From: Sharene Pasch <sharene@morrisglass.net>
Sent: Friday, September 16, 2011 3:22 PM
To: Dunn, Lisa J
Subject: FW: Morris Glass backpay computation, 36-CA-10804
Attachments: scan0001.pdf

Sensitivity: Personal

Flag Status: Completed

Lisa,

Please see attached response letter to the e-mail regarding back pay computation for the Townsends.

In addition to this letter, if it would help you in determining any back pay, we can provide several projects the Townsends worked on outside of Morris Glass & Construction, Inc. after leaving the Riverview Elementary School project.

Best Regards,

Sharene Pasch

Bookkeeper

MORRIS

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P.O. Box 724, Astoria, OR 97103

Phone: (503)325-2252 Fax: (503)325-0575

Email: sharene@morrisglass.net

CCB: OR#174825 WA#MORRIGI937J5

From: Sharene Pasch [mailto:sharene@morrisglass.net]
Sent: Wednesday, September 14, 2011 2:56 PM
To: 'Dunn, Lisa J'
Subject: RE: Morris Glass backpay computation, 36-CA-10804

Lisa,

As per our conversation today, we have been working on letter of reply to this e-mail all day and hope to have a response to you soon.

Sharene Pasch

Bookkeeper

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P.O. Box 724, Astoria, OR 97103

Phone: (503)325-2252 Fax: (503)325-0575

Email: sharene@morrisglass.net

CCB: OR#174825 WA#MORRIGI937J5

From: Dunn, Lisa J [mailto:Lisa.Dunn@nlrb.gov]
Sent: Monday, September 12, 2011 3:52 PM
To: Ryan Morris; Sharene Pasch
Subject: RE: Morris Glass backpay computation, 36-CA-10804

The Region found that the Employer owes **employees John Townsend and Brian Townsend \$7,882.22 each in backpay**. The Region reached this backpay amount based on the following computation: Hiett's compensation after Brian Townsend and John Townsend were no longer working for the Employer (\$4,464.37) and the glazier compensation for SHS and SoTac (\$11,300.08), totaling \$15,764.45. As far as distributing between John Townsend and Brian Townsend, since the Employer did not follow any particular procedure for recalling employees, the Region decided to divide the total backpay in half, which would be \$7,882.22 each. Under the terms of the Settlement Agreement, the Employer agreed to make whole employees John Townsend and Brian Townsend within 7 days from receipt of the Subregion's computation of backpay, which is **by September 19, 2011**. The Employer further agreed to make appropriate withholdings for each named employee.

Do not hesitate to contact me if you have any questions or if you'd like to discuss.

Thanks,
Lisa

Lisa J. Dunn, Attorney
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ODS Tower, Suite 1910
Portland, Oregon 97204
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(503) 326-3085 office
(503) 326-5387 fax
lisa.dunn@nlrb.gov

From: Landsverk, Wayne [mailto:Wayne.Landsverk@MillerNash.com]
Sent: Monday, September 12, 2011 3:39 PM
To: Dunn, Lisa J
Cc: Ryan Morris; Sharene Pasch; Canaday, Richard; Van Dusen, Frank
Subject: RE: Morris Glass backpay computation, 36-CA-10804

Dear Lisa,

I will be sending today a response to Linda Davidson's letter of September 2, 2011 to Mr. Van Dusen and myself. We will not be representing the employer further in this matter. You may contact the employer directly with regard to any computation or other issues.

Thank you

Sincerely,

,
Wayne

Wayne D. Landsverk
MILLER NASH LLP

3400 U.S. Bancorp Tower | 111 S.W. Fifth Avenue | Portland, Oregon 97204-3699

Direct: 503-205-2370 | Office: 503-224-5858 | Fax: 503-205-8584

Wayne.Landsverk@MillerNash.com | www.millernash.com

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From: Dunn, Lisa J [mailto:Lisa.Dunn@nrlb.gov]

Sent: Monday, September 12, 2011 8:10 AM

To: Landsverk, Wayne

Subject: Morris Glass backpay computation, 36-CA-10804

Wayne,

Are you still representing the Employer for this charge? Please let me know and I will let you know the Region's backpay computation.

Thanks,
Lisa

Lisa J. Dunn, Attorney
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lisa.dunn@nrlb.gov

September 16, 2011

Lisa,

Per conversation, you suggested to reply to your email and explain Morris Glass & Construction, Inc.'s reason for disputing the subregion's decision of backpay to John Townsend and Brian Townsend.

At the time of the settlement Morris Glass & Construction, Inc. was not informed how the computation would be calculated or given any kind of number therefore was not able to budget for or for this large of an amount to be paid within 7 days or September 19, 2011. As per conversation, we explained that it is tough out there and that these prevailing wage projects sub contractors do not even get paid right away, it could be months or years out. For example in one case, Riverview Elementary School project, which both John and Brian Townsend did work on, Morris Glass & Construction, Inc. DID NOT get paid from Babbit Neuman, the general contractor, since October 2010 and still HAVE NOT been paid since October 2010. All of the costs and payroll for that project since October 2010 has been out of Morris Glass & Construction, Inc.'s pocket. So all of the employees, including John Townsend and Brian Townsend's payroll were paid on our expense.

For the back pay, they would only be paid for ONE location, because they could not work at two places at the same time. If someone was working at Issaquah High School that same person can't be working at Sunnyside High School at the same time. (They would have only got back pay for Issaquah High School.) Richard Heitt only worked at Riverview Elementary School and Issaquah High School just like John and Brian Townsend did, or would have. They would have only worked at Issaquah High School as this school started much earlier, and his wage would have been split between them. (Although we did not need this many people to complete our project.)

The calculation for back pay : Richard Heitt's wages for Issaquah High School was \$4,464.37 (divide that by 2).

John Townsend: \$2,232.19 & Brian Townsend: \$2,232.19

Any payment should be made on a regular schedule payroll period or a payment plan could be established upon agreement of terms.

Thank you,

Morris Glass & Construction, Inc.

In talking with Sharene at our office, I wasn't sure if this point was clear so I will try to explain.

In clarifying my point about working at one location, John & Brian Townsend would have only worked at Issaquah High School, because as you said they were to replace Richard Heitt. Richard Heitt only worked at Issaquah High School after Riverview Elementary School. The guys that are called in from out of Astoria to work on our projects out of town only work on one job at a time. The history of all of our prevailing wage projects proves this. When our guys including John and Brian worked at Issaquah High School they only worked at Issaquah High School Phase 1 until it was complete and then they were let go until we started the Riverview Elementary School project. John and Brian Townsend worked only there until the job was complete then again they were let go. Richard Heitt, who also worked at Riverview was recalled to work at Issaquah High School Phase 2, where John & Brian would have worked if they would have came back. Issaquah Phase 2 started before Sunnyside and that is where they would have gone if they were brought on. In meaning the same time, these workers stay on a project until its complete. Sunnyside and IHS were going at the same time and Issaquah High School is still not complete. If John and Brian were to work they would stay at Issaquah High School until it is complete. They would not go to another project, as Richard Heitt did not either, although he did not complete Issaquah High School. The only job the out of town on-call glaziers (John & Brian) worked were the certified prevailing wage projects. As history shows there has never been a glazier from out of town called to a commercial project that didn't stay on that project until it was complete. IHS, Riverview, IHS phase2 would need to be completed before anyone would move to a new project in order to keep the same guys familiar with the duration and knowledge of the ongoing continuation of the job.

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Email: morrisglc@yahoo.com

November 30, 2011

Case# 36-CA-10804

Lisa,

After reviewing the letter regarding back pay for John Townsend and Brian Townsend, we, Morris Glass & Construction, Inc.'s, reasons for disputing the subregion's decision of back pay is as follows. The hours were over calculated, they both received unemployment, they both worked after Riverview School (outside of Morris Glass). Morris Glass complied by putting them on the call list for commercial glazing projects and Morris Glass complied and offered both of them work and they both DECLINED work. We don't believe they should receive any back pay because of those reasons. We complied, they declined. Therefore, they should be declined back pay.

NRLB: "Based on the payroll reports you provided on October 28, 2011, the Region has found that the Employer owes **employees John Townsend and Brian Townsend \$13,838.61 each in backpay. The Region reached this backpay amount based on the following computation: \$10,890.17 for the 2-3 employee IHS project from January through July 2011; \$838.52 for the 1-2 employee Riverview job from January through June 2011; \$129.79 for the 1 employee Carnation job on 4/23/11; \$1,535.59 for the 1-3 employee SoTac job from July through September 2011; and \$14,283.14 for the 2-4 employee SHS job from March through September 2011, totaling \$27,677.21."*

Amount	Job	# of Employees	Dates
\$			
10,890.17	Issaquah	2-3 employees	Jan-July
\$			
838.52	Riverview	2-3 employees	Jan-June
\$			
129.79	Carnation	1 employee	4/23/2011
\$			
1,535.59	STCC	3-4 employees	July-Sept
\$			
14,238.14	Sunnyside	2-4 employees	Mar-Sept
\$			
27,632.21			

***Please note: It might be a typo but the figures add up to \$27,632.21, not \$ 27,677.21, the difference is \$45.00.

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Email: morrisglc@yahoo.com

Offering John Townsend and Brian Townsend their jobs back along with all applicable rights and privileges (since the payroll records indicate that the Employer has work available to give them)"

Morris Glass did recall the Townsends and mailed letters dated July 22, 2011 to them that they are on our call list for commercial glazing projects (letters attached). **Morris Glass did recall** and offered work to John Townsend and Brian Townsend; **they declined work and terminated themselves.**

Morris Glass offered John Townsend and Brian Townsend to work on commercial glazing projects to start on November 10, 2011. Both John and Brian accepted and confirmed to be at the jobsite on November 10, 2011 at 8:00am. John Townsend declined the offer the night before at 9:45pm via text message. Brian Townsend did not show up to the job site on November 10, 2011. The next day on November 11, 2011 at 5:33pm after hours, he left a message on Morris Glass' answering machine stating the following, "obviously I do have better things going on than to come work for you."

Job offer to Brian Townsend:

- 07/22/2011: Morris Glass sent a letter via certified mail notifying him that he would be on our call list for commercial glazing projects, and to notify Morris Glass if available or not available to work and date available or not available to work.
- 08/03/2011: Morris Glass received email from Brian Townsend that he is available to work for commercial glazing projects that meet his qualifications and the company's needs.
- 11/01/11: Morris Glass called Brian and asked what is his availability to work this month if we need him and 1st date of availability. Brian said he could start anytime.
- 11/8/11: Morris Glass made several attempts to call Brian to offer him work. Left messages, got sent to voicemail, or not accepting calls.
6:42pm, after hours, Brian left a message on Morris Glass' answering machine that he will call back around 3:30 or 4:00pm tomorrow.
- 11/9/11: Morris Glass left Brian a message. Brian called back, confirmed he will be at the South Tacoma job site tomorrow morning at 8:00am. He said he would bring tools.
- 11/10/11: Brian did NOT show up to work as he confirmed.
8:37am, Morris Glass called Brian (cell) and got sent to voicemail, left message regarding working at South Tacoma and him confirming he was going to be there at 8:00am. Asked if he was stuck in traffic and to please call the office.
8:49am, Morris Glass called Brian (house) and wife Debra answered, said she didn't know anything about Brian working in South Tacoma that morning, we asked if she would give Brian the message, she said okay and hung up.
- 11/11/11: 5:33PM, After hours, Brian left a message on Morris Glass' answering machine. His message included the following: "**obviously I do have better things going than to come to work for you.**"

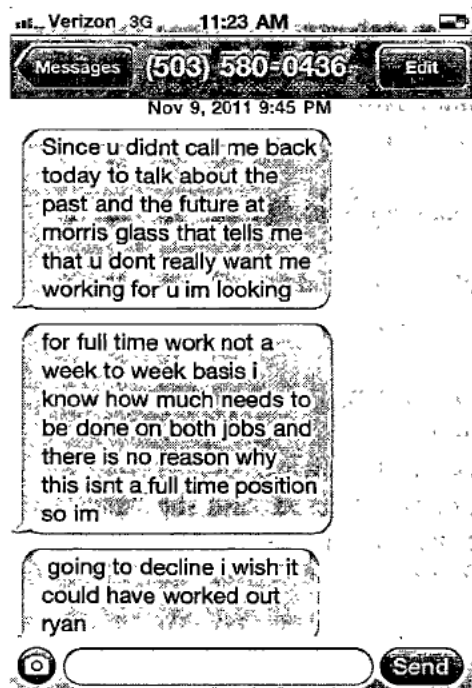
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Phone: (503)325-2252 Fax: (503)325-0575
Email: morrisglc@yahoo.com

Job offer to John Townsend:

- 07/22/2011: Morris Glass sent a letter via certified mail notifying him that he would be on our call list for commercial glazing projects, and to notify Morris Glass if available or not available to work and date available or not available to work.
- 08/5/2011 (on or about): Received letter from John Townsend dated August 1, 2011 that he is available to work and he hopes he meets all of our qualifications.
- 11/01/11: Morris Glass called John and asked what is his availability to work this month if we need him and 1st date of availability. John's response was anytime after November 7, 2011.
- 11/08/2011: Morris Glass called John and asked if he would be available to work this Wednesday, Thursday, and Friday. John said "YES" and stated he wanted a 48 hour notice as he wrote in his letter dated August 1, 2011. Morris Glass explained we talked to him last week and he agreed to be available starting the 7th. John said he would prefer to start on Thursday the 10th instead of Wednesday the 9th. John confirmed he would be at Sunnyside High School jobsite on Thursday, November 10, 2011 at 8:00am to meet Ryan Morris, President of Morris Glass & Construction, Inc.
- 11/09/2011: Morris Glass asked John to bring his own glazing and caulking tools, and to meet Ryan at 8:00am at Sunnyside High School on 11/10/11, and was given the jobsite address. John confirmed he would be there.

On November 9, 2011, at 9:45pm (the night before he agreed to be onsite) John sent Ryan Morris a text message **declining work**:



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Email: morrisglc@yahoo.com

We believe Morris Glass should not have to pay John Townsend and Brian Townsend back pay since we complied by putting them on our call list for commercial glazing projects and offered them work and THEY DECLINED WORK. In short, WE COMPLIED, THEY DECLINED. If they were not able to show up to work when they previously confirmed they would be there this proved they would have never shown up for work in the past or in the future. Why should Morris Glass pay when they declined work? Therefore, *if* there is backpay it should be very minimal.

We are a small business and the calculation is an absurd amount of money to pay out. As explained in our email on 9/16/2011 "As per conversation, we explained that it is tough out there and that these prevailing wage projects sub contractors do not even get paid right away, it could be months or years out. For example in one case, Riverview Elementary School project, which both John and Brian Townsend did work on, Morris Glass & Construction, Inc. DID NOT get paid from Babbit Neuman, the general contractor, since October 2010 and still HAVE NOT been paid since October 2010. All of the costs and payroll for that project since October 2010 has been out of Morris Glass & Construction, Inc.'s pocket. So all of the employees, including John Townsend and Brian Townsend's payroll were paid on our expense." Morris Glass is a small business, from a small town, with just a few employees, and just doing a few jobs.

We feel this case should be re-reviewed as to the Townsends to receive back pay due to the fact that they received unemployment, worked elsewhere, and declined work. Morris Glass should not be punished for complying and recalling the Townsends.

Thank you,
Morris Glass & Construction, Inc.

From: Dunn, Lisa J
Sent: Monday, January 30, 2012 11:06 AM
To: 'Sharene Pasch'; Ryan Morris
Subject: Case 36-CA-10804, Townsends

Sensitivity: Personal

Flag Status: Completed

Sharene/Ryan:

The Region has received further interim earning information from John and Brian Townsend. The backpay computations are therefore as follows:

John Townsend	\$13,838.61 - \$10,492.50 interim earnings	=	\$3,346.11 backpay
Brian Townsend	\$13,838.61 - \$9,074.20 interim earnings	=	\$4,764.41 backpay
			\$8,110.52 TOTAL BACKPAY

Under the terms of the Settlement Agreement, payment is due within 7 days from receipt of the Region's backpay computation. Please make these payments as soon as possible, notify John and Brian Townsend in writing that you have done so, and provide the Region copies of all documents regarding payment of backpay, for our compliance file.

Do not hesitate to contact me to discuss.

Thanks,
Lisa

Lisa J. Dunn, Attorney
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(503) 326-3171 direct
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(503) 326-5387 fax
lisa.dunn@nlrb.gov

From: Dunn, Lisa J
Sent: Tuesday, April 10, 2012 9:52 AM
To: 'Morris Glass & Construction, Inc.'
Subject: Backpay calculations

Sensitivity: Personal

Flag Status: Completed

Ryan,

As I explained on the phone to Kim, the Region's current backpay amounts for settlement are as follows:

John Townsend	\$ 7,334
Brian Townsend	\$ 8,752
Richard Hiatt	\$14,540
TOTAL	\$30,626

Please note that the backpay amounts for the Townsends were adjusted based on additional backpay records provided by Kim yesterday, including payroll records for the month of October through November 10, 2011. The Townsends backpay period runs from January 1, 2011, through November 10, 2011. Hiatt's backpay period runs from March 2, 2011, to the present. Please note that the backpay figures above include reductions for all interim earnings for the Townsends and Hiatt.

Please contact me today to let me know if you are interested in settlement. As I explained to Kim, if you are unable to pay the total backpay amount within a week of the settlement approval by the Regional Director and need installment payments, then you need to let me know how quickly you can pay off the total backpay amount (e.g. how many installment payments you need to pay the total backpay amount). Please note that if there are installment payments, then the Region will also include 3% interest payments for each installment payment.

If you require installment payments, I need documentation from you regarding security interest in the corporation's property in excess of the backpay amount of \$31,000 (such as accounts receivable or other corporate assets that value at least \$31,000). I need that security interest documentation as soon as possible, so I can include it in the formal settlement agreement.

As you know, the hearing is scheduled on April 17, one week from today, so we do not have much time. If we do not have a settlement agreement signed by all parties and approved by the Regional Director by noon on April 16, then we will likely head to hearing on April 17 at 9 am. Your prompt reply is appreciated.

Thanks,
Lisa

Lisa J. Dunn, Attorney
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lisa.dunn@nrlrb.gov

From: Dunn, Lisa J
Sent: Monday, June 25, 2012 2:23 PM
To: 'Travis W. Hall'
Subject: Morris Glass, 36-CA-10804

Sensitivity: Personal

Flag Status: Completed

Travis,

Now that we have settled the Hiatt charge, the Region is anxious to obtain proof of compliance for the Townsend settlement, including backpay for John and Brian Townsend. In mid-May 2012, I provided you total backpay figures accounting for daily compound interest through May 15, 2012. I have run updated figures for daily compound interest through July 9, 2012: John's total backpay is \$17,188 and Brian's total backpay is \$10,635. In addition to backpay to the Townsends, we also need to ensure that the other settlement provisions were followed, including mailing the Notice to the last known address of all employees employed by the Employer from 12/1/10 to 6/30/11. Please contact me as soon as possible to discuss a means to accomplish these items, and, hopefully obtain compliance with the outstanding settlement agreement.

Thanks,
Lisa

Lisa J. Dunn, Attorney
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ODS Tower, Suite 1910
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lisa.dunn@nlrb.gov

From: Dunn, Lisa J
Sent: Wednesday, August 01, 2012 10:01 AM
To: 'Travis W. Hall'
Subject: Morris Glass, 36-CA-10804
Attachments: SET.36-CA-10804.approved settlement.6-30-11.pdf

Sensitivity: Personal

Flag Status: Completed

Travis,

I am writing once again to obtain proof of compliance for the Townsend settlement, including backpay for John and Brian Townsend. In mid-May 2012, I provided you total backpay figures accounting for daily compound interest through May 15, 2012. In early July 2012, I provided you updated figures for daily compound interest through July 9, 2012. Since it is now August, the total backpay, including daily compound interest amounts through August 15, 2012, are \$17,240 for John Townsend and \$10,667 for Brian Townsend. As I have previously mentioned, in addition to backpay to the Townsends, we also need to ensure that the other settlement provisions were followed, including mailing the Notice to the last known address of all employees employed by the Employer from 12/1/10 to 6/30/11.

In your email dated July 2, you stated that you disagreed that these additional payments can be applied retroactively after there was a settlement agreement. I have attached the June 30, 2011 settlement agreement for this case, which states that the "Charged Party will make whole employees John Townsend and Brian Townsend within 7 days from receipt of the Subregion's computation of backpay." The Subregion has provided your client with its computation of backpay, and your client is thus obligated to make the Townsends whole, under the express terms of the settlement agreement. Please contact me as soon as possible to discuss a means to accomplish these items, and, obtain compliance with the outstanding settlement agreement.

Thanks,
Lisa

Lisa J. Dunn, Attorney
NLRB Subregion 36, Portland
601 SW Second Avenue
ODS Tower, Suite 1910
Portland, Oregon 97204
(503) 326-3171 direct
(503) 326-3085 office
(503) 326-5387 fax
lisa.dunn@nrlrb.gov

From: Dunn, Lisa J
Sent: Wednesday, August 15, 2012 4:15 PM
To: 'Travis W. Hall'
Subject: RE: Morris Glass, 36-CA-10804

Sensitivity: Personal

Flag Status: Completed

Travis,

As I indicated in my email from August 1, 2012, the Region has computed the total backpay for the above-enumerated case, including daily compound interest amounts through August 15, 2012, as \$17,240 for John Townsend and \$10,667 for Brian Townsend. As we discussed, the Region only has authority to accept backpay amounts that are at least 80% of the Region's backpay computations. For John Townsend, 80% of the Region's backpay computation is \$13,792. For Brian Townsend, 80% of the Region's backpay computation is \$8,534. Please let me know if your client is willing to offer these 80% amounts, so the Region will have the authority to resolve this case.

In addition, as I have previously mentioned, the Region also needs to ensure that the other settlement provisions were followed, including mailing the Notice to the last known address of all employees employed by the Employer from 12/1/10 to 6/30/11. Could you forward me evidence that your client has complied with this Notice provision?

Thanks,
Lisa

Lisa J. Dunn, Attorney
NLRB Subregion 36, Portland
601 SW Second Avenue
ODS Tower, Suite 1910
Portland, Oregon 97204
(503) 326-3171 direct
(503) 326-3085 office
(503) 326-5387 fax
lisa.dunn@nrlb.gov

From: Travis W. Hall [<mailto:THall@batemanseidel.com>]
Sent: Monday, August 13, 2012 11:24 AM
To: Dunn, Lisa J
Subject: Morris Glass

Lisa,

I had a chance to speak with Ryan Morris regarding the Townsend matter that the NLRB is anxious to resolve, as is Mr. Morris.

As I stated over the phone, I understand the NLRB's position but I respectfully disagree with the NLRB's position that it may increase the back-pay calculations after the initial calculations were provided to Mr. Morris. Unfortunately, I was not involved in this matter from the beginning and I am not privy to all the communications between the NLRB and my client. Had I been involved, I would like to think that we would have clarified the obligations of my client and to ensure that the payment amounts were defined and that the client entered into an agreement for payment that the client was able to satisfy.

Having said that, I am relying upon the back-pay amounts calculated for the Townsends in late March 2012 or early April 2012. The amounts calculated at that time I understand to be \$7,334 for John Townsend and \$8,752 for Brian Townsend. What Morris Glass is able to pay towards those amounts is 1/3 to each claimant beginning September 10, 2012, with the second 1/3 payable in October 2012, and the final third payable November 2012.

Regards,

Travis W. Hall

Bateman | Seidel

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

503 972 9905 direct line

503 972 9906 facsimile

thall@batemanseidel.com

www.batemanseidel.com

Confidentiality

The information contained in this e-mail is confidential and may also be attorney-privileged. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please immediately delete the message. Thank you.

APPENDIX A

BACKPAY INSTALLMENT PAYMENT AGREEMENT

A. In full satisfaction of all monetary obligations the Charged Party may have in Board Case No. 36-CA-010804, the Charged Party shall pay backpay to John Townsend and Brian Townsend in the total amount of \$22,326 ("Settlement Amount"), subject to an additional interest award of \$536.82 (see the attached Appendix B, Installment Payment Schedule), in monthly installment payments to be delivered to the Subregion 36 office of the NLRB in Portland, Oregon, beginning on October 5, 2012, and ending on March 5, 2014. The Settlement Amount shall bear simple interest, at the rate of 3% per annum, starting from the date of approval of this agreement, until the Settlement Amount is paid ("Installment Interest").

B. The Settlement Amount will be paid in accordance with the attached Appendix B, Installment Payment Schedule. As set forth in Appendix B, on October 5, 2012, the Charged Party will make payments to John Townsend in the amount of \$1,000, and Brian Townsend in the amount of \$1,000, less normal federal and state tax withholdings, as appropriate.

C. Thereafter, the balance of the Settlement Amount (\$20,326), as set forth in Appendix B, shall be paid in 17 monthly installments, beginning on November 5, 2012, and continuing on the 5th day of each succeeding month until March 5, 2014, when the remaining balance shall be paid in full. The allocation of each such Installment Payment, and of Installment Interest to John Townsend and Brian Townsend are set forth in the attached Appendix B, Installment Payment Schedule. Such allocation is premised upon full payment of each Installment, on the date due, as specified in this Settlement Agreement and Appendix B, Installment Payment Schedule. In the event of a late payment, or payment of an amount which is less than the installment specified in Appendix B, Installment Payment Schedule, the interest attributable to such late or reduced payment, and any difference between the installment specified in Appendix B, and the amount actually paid, shall be added to the Remaining Balance owing as of March 5, 2014. The Charged Party shall deliver each payment to the Subregion 36 office of the NLRB in Portland, Oregon on or before the date it is due, as set forth in Appendix B.

D. The Charged Party will convey each scheduled payment in the form of two checks each, payable to John Townsend and Brian Townsend, one for the amount of backpay due, less normal federal and state tax withholdings, as appropriate, and one in the amount of Interest due, without any withholdings. It shall remain the responsibility of the Charged Party to pay, using its own funds separate and apart from the Settlement Amount herein, all Employer-Share Social Security and Medicare taxes due on the backpay portion (but not on the interest portion) of each installment payment.

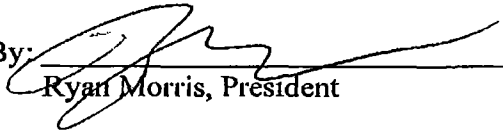
E. The death of John Townsend and/or Brian Townsend shall not reduce, forgive, or in any way alter the obligations of the Charged Party to make all payments specified in this Settlement Agreement and Appendices. The Regional Director for Region 19, using his discretion and in accord with standard Board practices and procedures, shall cause all

payments due any deceased individual to be paid to the legal administrator of his estate or to any person authorized to receive such payments under applicable state law.

F. In consideration of the Board granting this installment payment schedule, the Charged Party further agrees that, in the event of any failure to make a scheduled payment, or to cure any such failure within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable.

G. In order to ensure full payment under this Backpay Installment Payment Agreement, the Charged Party has executed the attached Security Agreement at Appendix C as security for full payment.

MORRIS GLASS AND CONSTRUCTION, INC.

By: _____
Ryan Morris, President

Date: 10/12/12

APPENDIX B

**INSTALLMENT PAYMENT PLAN
JOHN TOWNSEND and BRIAN TOWNSEND**

First Pymt. Due 10/5/2012																				
Discriminatee	Total Gross Backpay:	Pymt. 1, due 10/5/12	Remaining Balance to be Paid	Pymt. 2, due 11/5/12	Pymt. 3, due 12/5/12	Pymt. 4, due 1/5/13	Pymt. 5, due 2/5/13	Pymt. 6, due 3/5/13	Pymt. 7, due 4/5/13	Pymt. 8, due 5/5/13	Pymt. 9, due 6/5/13	Pymt. 10, due 7/5/13	Pymt. 11, due 8/5/13	Pymt. 12, due 9/5/13	Pymt. 13, due 10/5/13	Pymt. 14, due 11/5/13	Pymt. 15, due 12/5/13	Pymt. 16, due 1/5/14	Pymt. 17, due 2/5/14	Balloon Payment due 3/5/14
John Townsend	\$13,792	\$1,000	\$12,792	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$3,639.90
Brian Townsend	\$8,634	\$1,000	\$7,534	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$1,322.92
JT Simple Interest/Payment @ 3% per annum :				\$ 32.59	\$ 30.14	\$ 29.70	\$ 28.24	\$ 24.19	\$ 25.32	\$ 23.08	\$ 22.38	\$ 20.24	\$ 19.44	\$ 17.96	\$ 15.94	\$ 14.99	\$ 13.06	\$ 12.00	\$ 10.50	\$ 8.13
BT Simple Interest/Payment @ 3% per annum :				\$ 19.20	\$ 17.64	\$ 17.25	\$ 16.28	\$ 13.82	\$ 14.31	\$ 12.90	\$ 12.35	\$ 10.99	\$ 10.37	\$ 9.37	\$ 8.11	\$ 7.38	\$ 6.17	\$ 5.38	\$ 4.37	\$ 3.04
JT Principal Paid This Installment:				\$ 567.41	\$ 569.86	\$ 570.30	\$ 571.76	\$ 575.81	\$ 574.68	\$ 576.92	\$ 577.62	\$ 579.76	\$ 580.56	\$ 582.04	\$ 584.06	\$ 585.01	\$ 586.94	\$ 588.00	\$ 589.50	\$3,531.77
BT Principal Paid This Installment:				\$ 380.80	\$ 382.36	\$ 382.75	\$ 383.72	\$ 386.18	\$ 385.69	\$ 387.10	\$ 387.65	\$ 389.01	\$ 389.63	\$ 390.63	\$ 391.89	\$ 392.62	\$ 393.83	\$ 394.62	\$ 395.63	\$1,319.89

APPENDIX C

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SECURITY AGREEMENT

IN THE MATTER OF Morris Glass & Construction, Inc., 36-CA-10804

Pursuant to the Settlement Agreement ("Settlement Agreement") approved by the Regional Director of Region 19 on June 30, 2011, Morris Glass & Construction, Inc. (the "Debtor") and the National Labor Relations Board (the "Board"), agree:

1. As collateral security for the payment of all monies due, or which may become due, under the above-referenced Settlement Agreement, and in consideration of the settlement of the pending litigation between the parties, Debtor grants to the Board a security interest in the following collateral owned by Debtor:

- A. All of the Debtor's accounts receivable, which exceeds the \$22,326 total Settlement Amount the Debtor owes pursuant to this Settlement Agreement;
- B. Inventory of 82 lengths of stock aluminum extrusion, which also exceeds the \$22,326 total Settlement Amount the Debtor owes pursuant to this Settlement Agreement;
- C. All proceeds from the above collateral; and,
- D. All increases, substitutions, replacements, additions and accessions to the above collateral.

2. Debtor shall provide the Board with written notice, to the Board's Subregional Office in Portland, Oregon, within 10 days thereof, of all material increases, substitutions, replacements, additions, and accessions to the above collateral; of any changes in the Debtor's place of business; and, of the opening of any new places of business, including businesses run by wholly-owned subsidiaries.

3. To the extent applicable, the Uniform Commercial Code of the State in which the collateral is located shall govern the security interests provided for herein. Debtor shall take such steps and execute and deliver such financing statements, mortgages, and other documents required by the Code, other applicable laws, or as the Board may from time-to-time request.

4. Excepting security interests recorded prior to June 30, 2011, Debtor shall not pledge, mortgage, create, or suffer to exist a security interest in any of the above collateral in favor of any other party other than the Board or dispose of any of the above collateral without the prior written consent of the Board.

5. Debtor shall keep the collateral in good condition and repair, reasonable wear and tear excepted, and will permit the Board and its agents to inspect the collateral at any time. Debtor will insure the collateral against all hazards requested by the Board, in form and amount satisfactory to the Board. If Debtor fails to obtain insurance, the Board shall have the right to obtain it at Debtor's expense. Debtor assigns to the Board all right to receive proceeds of insurance not exceeding the unpaid balance due, directs any insurer to pay all proceeds directly to the Board, and authorizes the Board to endorse any draft for the proceeds.

APPENDIX C



6. Debtor shall pay when due all taxes that are or may become a lien on the property and shall defend the collateral against the claims and demands of all persons. Debtor shall notify the Board in writing within 5 days after service on it of any summons or other process or notice issued in any action, suit, proceeding, or in which any judgment, decree order, or determination may affect or result in any lien or charge on any of the above collateral.

7. All advances, charges, costs, and expenses, including attorneys' fees, incurred or paid by the Board in exercising any right, power, or remedy conferred by this agreement, or in the enforcement thereof, shall become part of the indebtedness secured hereunder and shall be paid to the Board by the Debtor immediately and without demand.

8. Upon default by Debtor in the performance of any covenant or agreement herein or the above-referenced Settlement Agreement, the Board shall have all of the rights and remedies provided under the Uniform Commercial Code of Oregon, Federal Debt Collection Procedures Act of 1990 (28 U.S.C. § 3201), or other applicable law and all rights provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The Board may require Debtor to assemble the collateral and make it available to the Board at a place to be designated by the Board that is reasonably convenient to the Board and Debtor. Any notice of sale, disposition, or other intended action by the Board, mailed to Debtor at the address shown on the Board's records, at least 5 days prior to such action, shall constitute reasonable notice to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default.

9. All obligations of Debtor hereunder shall bind its officers, agents, successors, and assigns.

This Agreement is executed on October 12, 2012.

Debtor		National Labor Relations Board	
Morris Glass & Construction, Inc.		Approved By: Ronald K. Hooks, Regional Director, Region 19	
By: 	Date 10/12/12	 By: Linda L. Davidson, Officer in Charge	Date 10/15/12
Ryan Morris, President			

Standard Form 1055
Rev. March 1999
Title 4, GAO Manual

CLAIM AGAINST THE UNITED STATES FOR AMOUNTS DUE IN THE CASE OF A DECEASED CREDITOR

1. I/we, the undersigned, hereby make claim as the son and heir for amounts due from the United States in the case of John Scott Townsend (Relationship) 3rd who died on the 3rd day of May, 2013, while domiciled in the State of Oregon

2. The basis of this claim is as backpay relief owed to John Townsend pursuant to a settlement agreement in Morris Glass & Construction 36-CA-10804 filed with the NLRB.

(State nature of claim, amount, name and location of Department or Agency involved)

3. Has there been or will there be appointed an executor or administrator of the decedent's estate?

No ("Yes" or "No".) If the answer is "Yes," the following statement should be completed:

I/we have been duly appointed _____ of the estate of the deceased, as evidenced by certificate of appointment herewith, administration having been taken out in the interest of:

(Executor or Administrator)

(Name, address, and relationship of interested relative or creditor)

and such appointment is still in full force and effect.

(If making claim as the executor or administrator of the estate of the deceased, no witnesses are required, but a short certificate of letters testamentary or of administration must be submitted.) (If you are the executor or administrator of the estate of the deceased, disregard paragraphs 4, 5, and 6.)

4. If an executor or administrator has not been or will not be appointed, the following information should be furnished:

The deceased is survived by-

Name

Widow or widower (if none, so state): None

Children (if none, so state):

Name

Age (if under 21)

Street Address, City, State, and ZIP Code

Logan James Townsend 11 9220 Smith Rd., Monmouth, OR 97361

Grandchildren (list only the children of deceased children--if none, so state):

Name

Age (if under 21)

Street Address, City, State, and ZIP Code

Name of deceased
parent of grandchild

None

EXHIBIT NO.10

If no child or grandchild survives, enter below the following:

Name Street Address, City, State, and ZIP Code

Father (if deceased, so state): N/A

Mother (if deceased, so state): N/A

Brothers and sisters (if none, so state):

Name Age (if under 21) Street Address, City, State, and ZIP Code

N/A

Nephews and nieces (list only the children of deceased brothers or sisters-if none, so state):

Name Age (if under 21) Street Address, City, State, and ZIP Code Name of deceased parent of nephew or niece

N/A

5. Have the funeral expenses been paid? ("Yes" or "No.") (If paid, receipted bill of the undertaker must be attached hereto.)

6. Whose money was used to pay the funeral expenses?
(If funeral expenses were paid from the proceeds of an insurance policy, state the name of the beneficiary of such policy.)

FINES, PENALTIES, and FORFEITURES are imposed by law for making of false or fraudulent claims against the United States or the making of false statements in connection therewith.

Logan Townsend 9/17/2013
(Signature of claimant) (Date) (Signature of claimant) (Date)
9920 Smith Road
(Street address) (Street address)
Monmouth, OR 97361
(City, State, and ZIP code) (City, State, and ZIP code)

TWO WITNESSES ARE REQUIRED

We certify that we are well acquainted with the Logan James Townsend
(Name of claimant(s))

and that the signature(s) of the claimant(s) was (were) affixed in our

[Signature]
(Signature of witness)
345 N. MONMOUTH AVE
(Street address)
MONMOUTH OR 97361
(City, State, and ZIP code)

[Signature]
(Signature of witness)
345 N. Monmouth Ave
(Street address)
Monmouth OR 97361
(City, State, and ZIP code)

All unnegotiated Government checks in possession of the claimant, drawn to the order of the decedent and involved in the claim, shall accompany this claim application.



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 36
601 Southwest Second Avenue - Suite 1910
Portland, OR 97204-3170

Telephone: (503) 326-3085
Facsimile: (503) 326-5387
Toll Free: (866) 667-6572
Agency WEB site: www.nlrb.gov

August 16, 2013

VIA EMAIL

Travis W. Hall, Esq.
Bateman Seidel
888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

Re: Morris Glass and Construction, Inc. (the "Employer")
Case No. 36-CA-10804

Dear Mr. Hall:

Please be advised that the Region has determined that the Employer has failed to comply with the Settlement Agreements approved by the Regional Director in the above-enumerated cases, by failing to timely make August 2013 installment payments

This letter serves to provide fourteen (14) days notice under the terms of the parties' Settlement Agreements of the Employer's noncompliance with the parties' Settlement Agreements as specified above. Please be aware that if the Union does not fully remedy its noncompliance as specified above within 14 days from the date of this letter, **by August 30, 2013**, then the Regional Director will institute default proceedings in accordance with the parties' Settlement Agreements.

Sincerely,

Lisa J. Dunn
Board Agent

Little, Janet C.

From: Little, Janet C.
Sent: Tuesday, September 17, 2013 3:10 PM
To: 'THall@batemanseidel.com'
Cc: Dunn, Lisa J; Lorang, James
Subject: Morris Glass Backpay Worksheets and Balances as of September 2013
Attachments: Brian Townsend - Morris Glass Worksheet.xlsx; John Townsend - Morris Glass Worksheet.xlsx

Mr. Hall,

I am sending this e-mail to update you on the status of payments and provide further instructions regarding John Townsend's damages.

Brian Townsend: The Employer has over paid by \$64.56 (\$63.55 + \$1.01). I suggest that the next check due October 5 be issued for **\$297.35** (Payment #13 \$361.91 – \$64.56) to get back on track.

John Townsend: The Employer is in arrears \$2,894.83 (\$2,791.73 + \$103.10). I suggest that October 5 backpay check be issued for **\$3,375.79** (Payment #13 \$584.06 + \$2,791.73) and the interest check be issued for **\$119.04** (\$15.94 + \$103.10).

With respect to the status of payments, I have provided two spreadsheets for each employee to assist the Employer.

- 1) The first spreadsheet is what was supposed to have happened. It shows correct backpay, deductions, and what the checks should have been written for. (If Appendix B is confusing, perhaps this spreadsheet can be a guide as it sets forth the amounts that each check to each person should be.)
- 2) The second spreadsheet for each person shows what the Employer actually did. The ER's main two accounting errors seem to be using the wrong gross pay and either adding or deducting interest on payroll. Interest should not be taxed and should not be a payroll deduction.

Finally, there are two important changes for John's payments.

Checks should be made out to John's heir, **Logan Townsend**.

Deductions **should no longer be taken from John's gross backpay** as he is deceased. (Hence, those numbers on my spreadsheet will be different than Appendix B.)

I can be contacted directly via e-mail or at (206)220-6340 if you have any questions. You may continue to drop the checks at the Portland office, however.

Thank you,
Janet Little

[illegible]

Brian Townsend - - What the ER did . . .												
#	Installment	Incorrectly reported Gross Pay as	FICA	Incorrectly Added Interest to Pay	Incorrectly Subtracted Interest as a Deduction	Net ER recorded on paystub	ER Paid	Correct Amt Due	Difference	Interest Due	Interest Paid	Difference
2	11/15/2012	\$400.00	\$22.60			\$377.40	\$377.40	\$359.28	\$18.12	\$19.20	\$19.20	\$0.00
3	12/5/2012	\$400.00	\$22.60		\$17.64	\$377.40	\$359.73	\$360.76	-\$1.03	\$17.64	\$17.64	\$0.00
4	1/5/2013	\$400.00	\$30.60		\$17.25	\$352.15	\$334.90	\$353.47	-\$18.57	\$17.25	\$17.25	\$0.00
5	2/5/2013	\$400.00	\$30.60		\$16.28	\$353.12	\$353.12	\$354.37	-\$1.25	\$16.28	\$16.28	\$0.00
6	3/5/2013	\$400.00	\$31.66	\$13.82		\$382.16	\$382.16	\$356.64	\$25.52	\$13.82	\$13.82	\$0.00
7	4/5/2013	\$400.00	\$31.68	\$14.31		\$382.63	\$368.32	\$356.18	\$12.14	\$14.31	\$14.31	\$0.00
8	5/5/2013	\$400.00	\$31.59	\$12.90		\$381.31	\$368.41	\$357.49	\$10.92	\$12.90	\$12.90	\$0.00
9	6/5/2013	\$400.00	\$31.55	\$12.35		\$380.80	\$368.45	\$357.99	\$10.46	\$12.35	\$12.35	\$0.00
10	7/5/2013						\$368.00	\$359.25	\$8.75	\$10.99	\$12.00	\$1.01
11	8/5/2013	\$400.00	\$30.60	\$10.37		\$369.40	\$359.03	\$359.82	-\$0.79	\$10.37	\$10.37	\$0.00
12	9/5/2013	\$400.00	\$30.60	\$9.37		\$369.40	\$360.03	\$360.75	-\$0.72	\$9.37	\$9.37	\$0.00
13	10/5/2013											
14	11/5/2013											
15	12/5/2013											
16	1/5/2014											
17	2/5/2014											
18	3/5/2014											
							ER Pd	Amt Due	Overpaid			Overpd
							\$3,999.55	\$3,936.00	\$63.55			\$1.01

[illegible]

[illegible]

Little, Janet C.

From: Little, Janet C.
Sent: Friday, October 18, 2013 9:21 AM
To: 'THall@batemanseidel.com'
Subject: FW: Morris Glass Backpay Worksheets and Balances as of September 2013

NxGen: Uploaded

Also, there should have been an interest check for Logan in the amount of \$119.04. Thanks.

From: Little, Janet C.
Sent: Friday, October 18, 2013 9:18 AM
To: 'THall@batemanseidel.com'
Subject: FW: Morris Glass Backpay Worksheets and Balances as of September 2013

Mr. Hall

Please inform me as soon as possible if the Employer remitted checks to Mr. Brian Townsend on October 5 for \$297.35. Similarly, was John Townsend's check for \$3,375.79 prepared and sent for Logan? The Portland office reported to me that they did not receive the checks or copies of money orders as they have previously. I am hoping that this was handled promptly in order to avoid further accounting problems.

Thank you,
Janet Little

From: Little, Janet C.
Sent: Tuesday, September 17, 2013 3:10 PM
To: 'THall@batemanseidel.com'
Cc: Dunn, Lisa J; Lorang, James
Subject: Morris Glass Backpay Worksheets and Balances as of September 2013

Mr. Hall,

I am sending this e-mail to update you on the status of payments and provide further instructions regarding John Townsend's damages.

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With respect to the status of payments, I have provided two spreadsheets for each employee to assist the Employer.

- 1) The first spreadsheet is what was supposed to have happened. It shows correct backpay, deductions, and what the checks should have been written for. (If Appendix B is confusing, perhaps this spreadsheet can be a guide as it sets forth the amounts that each check to each person should be.)
- 2) The second spreadsheet for each person shows what the Employer actually did. The ER's main two accounting errors seem to be using the wrong gross pay and either adding or deducting interest on payroll. Interest should not be taxed and should not be a payroll deduction.

EXHIBIT NO. 13

Little, Janet C.

From: Travis W. Hall [THall@batemanseidel.com]
Sent: Tuesday, November 19, 2013 9:23 AM
To: Little, Janet C.
Subject: RE: Morris Glass 19-CA-10804

Ms. Little,

I have had several long conversations with my client regarding the remaining payments to Brian and Logan Townsend. Without revealing confidential client communications, my goal is to get the payments current for both Brian and Logan as soon as possible and also ensure that there will be funds set aside for the balloon payments that are coming due in the not too far future. This morning I received confirmation that Morris Glass is able to comply with the following catch-up plan.

Brian Townsend

Two Checks to Brian mailed today:

- Check for Nov 5, 2013 payment: \$362.58 (\$392.62 gross pay - \$30.04 FICA)
- Check for Nov 5 interest: \$7.38

December interest and principal payment to be made on or before December 5 to Brian: (a) \$363.70 (\$393.83 gross less \$30.13 FICA); (b) \$6.17 interest.

Logan Townsend

Two Checks to Logan Townsend (John's heir) today:

- Check for Oct 5 and Nov 5 payments: \$1,169.07 (no FICA deduction)
- Check for May 5 thru Nov 5 interest: \$134.03

On or before December 5: (a) \$586.94 (gross pay and no FICA reduction); (b) \$13.06 interest

Before December 31, the total catch-up of \$2,791.73 (\$532.79 [May gross pay less FICA] + \$2,319.98 [Jun – Sep gross pay with no FICA reduction] - \$61.04 [overpayments]).

Kind Regards,

Travis W. Hall

Bateman | **Seidel**

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

503 972 9905 direct line
503 972 9906 facsimile
thall@batemanseidel.com
www.batemanseidel.com

Confidentiality

The information contained in this e-mail is confidential and may also be attorney-privileged. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please immediately delete the message. Thank you.

From: Little, Janet C. [<mailto:Janet.Little@nlrb.gov>]
Sent: Monday, November 18, 2013 9:49 AM
To: Travis W. Hall
Cc: Lorang, James
Subject: FW: Morris Glass 19-CA-10804

Mr. Hall,

This confirms my telephone message to your office today requesting a status update, in writing, regarding the Employer's payments to Brian and Logan Townsend. Given that I have been trying to obtain this information for several weeks, I would appreciate a response today.

Thank you,
Janet Little

From: Little, Janet C.
Sent: Thursday, November 14, 2013 7:52 AM
To: 'Travis W. Hall'
Subject: RE: Morris Glass 19-CA-10804

When do you expect to know something? Janet

From: Travis W. Hall [<mailto:THall@batemanseidel.com>]
Sent: Wednesday, November 13, 2013 4:46 PM
To: Little, Janet C.
Subject: RE: Morris Glass 19-CA-10804

I understand the situation and without getting into attorney client privilege, I have done my best to come up with a solution. I will keep you updated when I have something concrete.

From: Little, Janet C. [<mailto:Janet.Little@nlrb.gov>]
Sent: Wednesday, November 13, 2013 7:28 AM
To: Travis W. Hall
Subject: FW: Morris Glass 19-CA-10804

Mr. Hall,
Did you forward this information to the Employer? Can you arrange a conference call with the Employer today?
Janet Little

From: Little, Janet C.
Sent: Friday, November 08, 2013 2:58 PM
To: 'Travis W. Hall'

Cc: Lorang, James

Subject: Morris Glass 19-CA-10804

Dear Mr. Hall,

I have spoken to the Compliance Officer and Regional Attorney about the Employer's pattern of late payments, and in John's situation, failure to make payments. Please be advised that the Employer needs to get up to date on its payments to both individuals no later than **November 22, 2013**. If the Employer fails to do so, we will be recommending to the Regional Director that the Region invoke the Default Performance provision of the Settlement Agreement.

Sincerely,

Janet Little

Little, Janet C.

From: Travis W. Hall [THall@batemanseidel.com]
Sent: Thursday, December 05, 2013 1:50 PM
To: Little, Janet C.
Subject: RE: Morris Glass

banging head on desk

When the December checks come in, can you let me know the amounts so I deal with it all at once?

Thanks,

Travis

From: Little, Janet C. [mailto:Janet.Little@nlrb.gov]
Sent: Thursday, December 05, 2013 1:48 PM
To: Travis W. Hall
Subject: FW: Morris Glass

Actually, what I think may have happened is the Employer labeled all the paperwork as Payment #14, but used the correct October amounts . . . so it probably November's payment they missed.

From: Little, Janet C.
Sent: Thursday, December 05, 2013 1:47 PM
To: 'Travis W. Hall'
Subject: RE: Morris Glass

Did you realize that the Employer skipped Brian's October payment??? What is the Employer going to do about the missed October payment? The checks that came in for him last month were for November (Payment #14). It was not addressed in your e-mail of November 19 either. Thanks.

From: Travis W. Hall [mailto:THall@batemanseidel.com]
Sent: Thursday, December 05, 2013 12:33 PM
To: Little, Janet C.
Subject: Morris Glass

Janet,

The Townsend December payments have been mailed *to the correct address*.

Travis W. Hall

Bateman | **Seidel**

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

503 972 9905 direct line
503 972 9906 facsimile
thall@batemanseidel.com

Confidentiality

The information contained in this e-mail is confidential and may also be attorney-privileged. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please immediately delete the message. Thank you.

Little, Janet C.

From: Little, Janet C.
Sent: Thursday, December 12, 2013 10:55 AM
To: 'Travis W. Hall'
Subject: Morris payment update
Attachments: Brian Townsend - Morris Glass Worksheet.xlsx; John Townsend - Morris Glass Worksheet.xlsx

Mr. Hall,

I am attaching updated spreadsheets. In summary:

The Employer has overpaid Brian \$61.90, but otherwise they appear to be caught up.

John (Logan) still needs to be paid the May – September payments (#8-12). Payments 2-7 were messed up so tell the Employer that the amount owed is **\$2,791.73** to get them up to date before 1/5.

I hope this helps.

Janet Little

**BATEMAN SEIDEL MINER
BLOMGREN CHELLIS & GRAM, P. C.
CLIENT TRUST ACCOUNT - IOLTA**
888 SW FIFTH AVENUE, SUITE 1250 503-972-9920
PORTLAND, OR 97204-2026

BANK OF THE WEST
PORTLAND, OR 97204
90-78/1211

1415

10/16/2012

PAY TO THE
ORDER OF **Brian Townsend**

\$ **943.50**

*** **Nine Hundred Forty Three** ***** 50/100

DOLLARS

Brian Townsend

MEMO

Settlement Wages


AUTHORIZED SIGNATURE

BATEMAN SEIDEL MINER BLOMGREN CHELLIS & GRAM, P.C. CLIENT TRUST ACCOUNT-IOLTA

1415

DATE : October 16, 2012
CHE # : 1415
AMOUNT : \$943.50
ACCOUNT : 1
PAID TO : Brian Townsend

EXPLANATION : Settlement Wages

CLIENT : Morris Glass & Construction, Inc.
MATTER : 60774-001
Re: Babbit Neuman Bond Claim

EXHIBIT NO. 14



CASHIER'S CHECK

No. 3117506137

93-38
929

DATE: NOVEMBER 19, 2012

PAY THREE HUNDRED SEVENTY SEVEN DOLLARS AND 40 CENTS

\$ 377.40

TO THE
ORDER OF: BRIAN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

NLRB Case # 36-CA-10804
Location: 3117 ASTORIA

U.S. Bank National Association
Minneapolis, MN 55480

*Settlement
Pymt #2*



[Signature]
AUTHORIZED SIGNATURE

Details on Back.
Security Features Included.



THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3117506138

93-38
929

DATE: NOVEMBER 19, 2012

PAY NINETEEN DOLLARS AND 20 CENTS

\$ 19.20

TO THE
ORDER OF: BRIAN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

NLRB Case # 36-CA-10804
Location: 3117 ASTORIA

U.S. Bank National Association
Minneapolis, MN 55480

*Interest pymt
#2*



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AUTHORIZED SIGNATURE

Details on Back.
Security Features Included.



				SOCIAL SECURITY NO.	EMPL. NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND							10/01 -10/31/12	187
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY		O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				400.00			FICA	22.60
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC				
1400.00		79.10						
WBF YTD								
				CURRENT PAY	DEDUCTIONS	NET PAY		
				400.00	22.60	***377.40		

Settlement pymt #2
Settlement interest pymt #2 \$19.20

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2564

24-7038/3230 OR
20681

12/4/12

Pay To The Order Of Brian Townsend \$ 359.76
Three hundred fifty nine & 76/100 Dollars

Bank of America

ACH R/T 323070380

Settlement pymt #3
NLRB Case # 36-CA-10804

Holland Clarke

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2565

24-7038/3230 OR
20681

12/4/12

Pay To The Order Of Brian Townsend \$ 17.64
Seventeen dollars & 64/100 Dollars

Bank of America

ACH R/T 323070380

Int. pymt #3
NLRB Case # 36-CA-10804

Holland Clarke

		SOCIAL SECURITY NO.		EMPL.NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND		[REDACTED]				11/01 -11/30/12	
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				400.00		FICA INTEREST	22.60 17.64
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
1800.00		101.70					
WBF YTD							
				CURRENT PAY	DEDUCTIONS	NET PAY	
				400.00	40.24	***359.76	

Settlement payment #3
NLRB Case # 36-CA-10804

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2559

24-7038/3230 OR
20681

12-3-12

Pay To The Order of Brian Tannam \$ 359.73
Three hundred fifty nine + 73/100 Dollars

Bank of America

ACH R/T 323070380

Settlement pmt #3
NLRB Settlement Case # 36-CA-10804

Harland Clarke

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2560

24-7038/3230 OR
20681

12/3/12

Pay To The Order of Brian Tannam \$ 17.64
Seventeen dollars + 64/100 Dollars

Bank of America

ACH R/T 323070380

Interest pmt #3
NLRB Case # 36-CA-10804

Harland Clarke

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CASHIER'S CHECK

No. 3117506364

93-38
929

DATE: JANUARY 22, 2013

PAY THREE HUNDRED THIRTY FOUR DOLLARS AND 90 CENTS

\$ 334.90

TO THE
ORDER OF: BRIAN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3117 ASTORIA

U.S. Bank National Association
Minneapolis, MN 55480

R. Tarabochia
AUTHORIZED SIGNATURE

Settlement Payment #4
NLRB Case # 36-CA-10804

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3117506365

93-38
929

DATE: JANUARY 22, 2013

PAY SEVENTEEN DOLLARS AND 25 CENTS

\$ 17.25

TO THE
ORDER OF: BRIAN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3117 ASTORIA

U.S. Bank National Association
Minneapolis, MN 55480

R. Tarabochia
AUTHORIZED SIGNATURE

Settlement Payment #4 (Interest)
NLRB Case # 36-CA 10804

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2569
24-7038/3230 OR
20681

01/05/13

Pay To The
Order Of

Brian Townsend

\$ 334.90

Three hundred thirty four & 90/100

Security
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Details on
Back

Bank of America

ACH R/T 323070380

Settlement Pymt #4

NLRB Case # 36-CA-10804

MP

Harland Clarke

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2570
24-7038/3230 OR
20681

01/05/13

Pay To The
Order Of

Brian Townsend

\$ 17.25

Seventeen dollars & 25/100

Security
Features
Details on
Back

Bank of America

ACH R/T 323070380

Settlement Int. pymt #4

NLRB Case # 36-CA-10804

MP

Harland Clarke

			SOCIAL SECURITY NO.	EMPL.NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND						12/01 -12/31/12	201
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				400.00		FICA INTEREST	30.60 17.25
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
400.00		30.60					
WBF YTD							
CURRENT PAY		DEDUCTIONS		NET PAY			
400.00		47.85		***352.15			

Settlement payment #4
Interest payment #4
NLRB Cas # 36-CA-10804

PORTLAND, OREGON
2013 JAN -9 AM 11:49
NLRB-SUBREGION 36

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3190501524

93-38
929

DATE: FEBRUARY 05, 2013

PAY THREE HUNDRED FIFTY THREE DOLLARS AND 12 CENTS

\$ 353.12

TO THE
ORDER OF: BRIAN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3190 CLATSKANIE

U.S. Bank National Association
Minneapolis, MN 55480



[Signature]
AUTHORIZED SIGNATURE

Details on Back.



Security Features Included.

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3190501525

93-38
929

DATE: FEBRUARY 05, 2013

PAY SIXTEEN DOLLARS AND 28 CENTS

\$ 16.28

TO THE
ORDER OF: BRIAN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3190 CLATSKANIE

U.S. Bank National Association
Minneapolis, MN 55480



[Signature]
AUTHORIZED SIGNATURE

Details on Back.



Security Features Included.

Brian #5

				SOCIAL SECURITY NO.	EMPL. NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND							1/01 - 1/31/13	209
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY		O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				400.00			FICA INTEREST	30.60 16.28
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC				
800.00		61.20						
WBF YTD								
CURRENT PAY		DEDUCTIONS		NET PAY				
400.00		46.88		***353.12				

NLRB Settlement Payment #5
Interest Payment #5 \$16.28

NLRB Case # 36-CA-10804

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

INTERNATIONAL MONEY ORDER	15.5
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To Validate: Touch the stop sign, then watch it fade and reappear.

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MONEY ORDER NUMBER

R204391943965

CALL 1-800-542-3590 TO VERIFY

PAY TO THE
ORDER OF:
PAULAR A LA
ORDEN DE:

IMPORTANT: SEE BACK BEFORE CASHING

PLANTAS SIEMPRE POR CREAR COMPRA, FIRMA DEL APROBADO

FOR THE FIRST TIME, YOU CAN GET THE SAME QUALITY AND EFFECT AS IN THE PAST, BUT WITHOUT THE BURNING AND AGING TO THE SKIN. THE NEW, REVOLUTIONARY, AND NON-TOXIC, "HYPER-HEAT" THERAPY, IS THE ONLY THERAPY THAT CAN BE USED ON ALL SKIN TYPES, INCLUDING SENSITIVE SKIN. IT'S THE ONLY THERAPY THAT CAN BE USED ON ALL SKIN TYPES, INCLUDING SENSITIVE SKIN.

ADDRESS: 1105 1st St
DIRECTION: #36-1A-10804

PAYABLE THROUGH
Wells Fargo Bank, N.A.
Saratoga Springs, NY
ISSUED DRAWER
MONEYMAN PAYMENT SYSTEMS INC.

ISSUER/DRAWER

MONUMENTAL PAVEMENT SYSTEMS, INC.

PAY EXACTLY

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

INTERNATIONAL MONEY ORDER



To Validate: Touch the stop sign, then watch it fade and reappear.



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PAY EXACTLY

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 82 0
 83 0
 84 0
 85 0
 86 0
 87 0
 88 0
 89 0
 90 0
 91 0
 92 0
 93 0
 94 0
 95 0
 96 0
 97 0
 98 0
 99 0

MONEY ORDER NUMBER

R204391943976

CALL 1-800-542-3590 TO VERIFY

PAY TO THE
ORDER OF: /
PAGAR A LA
ORDEN DE:

IMPORTANT—SEE BACK BEFORE CASHING

100-105-41101-126
PURCHASER SIGNATURE FOR DRAWER / COMPROADOR FIRMA DEL LIBRADOR
UNDERSEAL BY SIGNING OFF ABOVE TO THE SIGNING OFFICER AND OTHERS AND TO THE OFFICE SIGNING OFFICER

MEMBER, BY SIGNING FOR AFRICAN AIR SERVICE CHARTER AND OTHERS, IN THE ABOVE SIGNED

ADDRESS: 1125 68th St
DIRECTION: 36-DA-12804

Payable Through
Wells Fargo Bank, N.A.
Fairbairn, MN

ASSIGNER/DRAWER
NINETEENTH CENTURY SYSTEMS, INC.

4550 ER/DRAWN

ONLY CASH PAYMENT SYSTEMS, INC.

		SOCIAL SECURITY NO.		EMPL.NO.	DEI	PAYROLL PERIOD	
BRIAN M TOWNSEND		[REDACTED]				2/01 - 2/28/13	
						219	
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				400.00 13.82		FICA	31.66
GROSS YTD		FED W/H YTD		FICA YTD		OR W/H YTD	
1230.10				94.11			
WBF YTD							

MORRIS GLASS & CONSTRUCTION INC

CURRENT PAY	DEDUCTIONS	NET PAY
413.82	31.66	***382.16

Settlement payment # 6
Interest payment # 6
NLRB Case # 36-CA-10804

PORTLAND, OREGON

2013 MAR -5 PM 4:23

NLRB-SUBREGION 35

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.



MoneyGram

INTERNATIONAL MONEY ORDER

75-53
919

MONEY ORDER NUMBER
R204391946980

CALL 1-800-542-3590 TO VERIFY

To Validate: Touch the stop sign,
then watch it fade and reappear



PAY TO THE
ORDER OF:
PAGAR A LA
ORDEN DE:

Brian Townsend
IMPORTANT: SEE BACK BEFORE CASHING

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:
DIRECCION:

NLRB Case # 36-CA-10804

Payable Through
Wells Fargo Bank, N.A.
Fairbault, MN

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

Settlement print # 7

04/08/2013

20439194698
MONEY ORDER

PAY EXACTLY

****368328****

THREE HUNDRED **
SIXTY-EIGHT ***
DOLLARS 32 CENTS

62204042400424

3151444098132698

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.



MoneyGram

INTERNATIONAL MONEY ORDER

75-53
919

MONEY ORDER NUMBER
R204391946990

CALL 1-800-542-3590 TO VERIFY

To Validate: Touch the stop sign,
then watch it fade and reappear



PAY TO THE
ORDER OF:
PAGAR A LA
ORDEN DE:

Brian Townsend
IMPORTANT: SEE BACK BEFORE CASHING

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:
DIRECCION:

NLRB Case # 36-CA-10804

Payable Through
Wells Fargo Bank, N.A.
Fairbault, MN

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

Interest print # 7

04/09/2013

20439194699
MONEY ORDER

PAY EXACTLY

****14318****

FOURTEEN DOLLARS
31 CENTS *****

62204042400424

3151444098132699

		SOCIAL SECURITY NO.		EMPL. NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND		[REDACTED]				3/01 - 3/31/13	225
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				400.00 14.31		FICA	31.68
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
1644.41		125.79					
WBF YTD							
				CURRENT PAY	DEDUCTIONS	NET PAY	
				414.31	31.68	***382.63	

NLRB Case # 36-CA-10804
Settlement # 7 pmt
Settlement Interest # 7

MORRIS GLASS & CONSTRUCTION
R RYAN MORRIS
PO BOX 419
ASTORIA OR 97103-0419

DATE 5/5/13

PAY TO THE
ORDER OF

Brian Townsend

\$ 368.41

Three hundred sixty eight & 41/100

DOLLARS

usbank

All of us serving you*

NLRB Case # 36-CA-10804

MEMO Settlement pymt #8

[Signature]

MORRIS GLASS & CONSTRUCTION
R RYAN MORRIS
PO BOX 419
ASTORIA OR 97103-0419

DATE 5/5/13

PAY TO THE
ORDER OF

Brian Townsend

\$ 12.90

Twelve dollars & 90/100

DOLLARS

usbank

All of us serving you*

NLRB Case # 36-CA-10804

MEMO Interest #8

[Signature]

			SOCIAL SECURITY NO.	EMPL.NO.	DEPT.	PAYROLL PERIOD		
BRIAN M TOWNSEND						4/01 - 5/10/13		231
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY		O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				400.00 12.90			FICA	31.59
GROSS YTD		FED W/H YTD	FICA YTD	OR W/H YTD		MORRIS GLASS & CONSTRUCTION INC		
2057.31			157.38					
WBF YTD								
						CURRENT PAY	DEDUCTIONS	NET PAY
						412.90	31.59	***381.31

Settlement payment #8
 Interest payment #8
 NLRB Case # 36-CA-10804

WESTERN UNION MONEY ORDER

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

Englewood, Colorado

A 037690 D 070913
T 1421 04
147198081947 L 001523

14-719808194

\$ 368.41

PAY EXACTLY THREE HUNDRED SIXTY-EIGHT DOLLARS AND
FORTY-ONE CENTS
PAY TO THE ORDER OF Brian townsend

PAYMENT FOR/ACCT. #

Settlement Payment #8
PURCHASER'S ADDRESS
MORRIS GLASS & Construction

[Signature]
PURCHASER'S SIGNATURE
CASE # 36 CA 10804

WESTERN UNION MONEY ORDER

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

Englewood, Colorado

A 037690 D 070913
T 1421 04
147198081956 L 001523

14-719808195

\$ 12.90

PAY EXACTLY TWELVE DOLLARS AND NINETY CENTS
PAY TO THE ORDER OF Brian Townsend

PAYMENT FOR/ACCT. #

interest payment #8
PURCHASER'S ADDRESS
MORRIS GLASS & Construction

[Signature]
PURCHASER'S SIGNATURE
CASE # 36 CA 10804

		SOCIAL SECURITY NO.		EMPL. NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND		[REDACTED]				4/01 - 5/10/13	231
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				400.00 12.90		FICA	31.59
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
2057.31		157.38					
WBF YTD							
				CURRENT PAY	DEDUCTIONS	NET PAY	
				412.90	31.59	***381.31	

Settlement payment #8
 Interest payment #8
 NLRB Case # 36-CA-10804

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION	MONEY ORDER	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado Englewood, Colorado
----------------------	--------------------	---

A 037690 D 070913
T 1420 04
147198081893 L 001523

14-719808189
\$ 368.45

PAY EXACTLY THREE HUNDRED SIXTY-EIGHT DOLLARS AND FORTY-FIVE CENTS

PAY TO THE ORDER OF Brian townsend PAYMENT FOR/ACCT. #

Settlement Payment # 9 PURCHASER'S ADDRESS
MORRIS GLASS & Construction PURCHASER'S SIGNATURE
CASE # 36 CA 10804

[Redacted]

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION	MONEY ORDER	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado Englewood, Colorado
----------------------	--------------------	---

A 037690 D 070913
T 1420 04
147198081902 L 001523

14-719808190
\$ 12.35

PAY EXACTLY TWELVE DOLLARS AND THIRTY-FIVE CENTS

PAY TO THE ORDER OF Brian townsend PAYMENT FOR/ACCT. #

Settlement Payment # 9 PURCHASER'S ADDRESS
MORRIS GLASS & Construction PURCHASER'S SIGNATURE
36 CA 10804

[Redacted]

BRIAN M TOWNSEND			SOCIAL SECURITY NO.	EMPL. NO.	DEPT.	PAYROLL PERIOD	240
						5/01 - 5/31/13	
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				400.00 12.35		FICA	31.55
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
2469.66		188.93					
WBF YTD							
				CURRENT PAY	DEDUCTIONS	NET PAY	
				412.35	31.55	***380.80	

Settlement payment #9

Interest payment #9

NLRB Case # 36-CA-10804

BRIAN M TOWNSEND		SOCIAL SECURITY NO.	EMPL.NO.	DE.	PAYROLL PERIOD		240
					5/01 - 5/31/13		
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				400.00 12.35		FICA	31.55
GROSS YTD				MORRIS GLASS & CONSTRUCTION INC			
2469.66							
FED W/H YTD							
FICA YTD							
OR W/H YTD							
WBF YTD							

Settlement payment #9

Interest payment #9

checks returned
to Morris
6/9/13

NLRB Case # 36-CA-10804

MORRIS GLASS & CONSTRUCTION
R RYAN MORRIS
PO BOX 419
ASTORIA OR 97103-0419

DATE 6/5/13

PAY TO THE
ORDER OF

Brian Townsend

\$ 12.35

Twelve dollars & 35/100

DOLLARS

Security Features
Included
Details on Back

usbank.

All of us serving you®

NLRB Case # 36-CA-10804

MEMO Interest #9

MP

MORRIS GLASS & CONSTRUCTION
R RYAN MORRIS
PO BOX 419
ASTORIA OR 97103-0419

DATE 6/5/13

PAY TO THE
ORDER OF

Brian Townsend

\$ 368.45

Three hundred sixty eight & 45/100

DOLLARS

Security Features
Included
Details on Back

usbank.

All of us serving you®

NLRB Case # 36-CA-10804

MEMO Settlement pymt #9

MP

WESTERN UNION MONEY ORDER

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

Englewood, Colorado

A 037690 D 070913
T 1421 04
147198082010 L 001523

14-719808201

\$ 12.00

PAY EXACTLY TWELVE DOLLARS AND NO CENTS

PAY TO THE ORDER OF Brian Townsend

PAYMENT FOR/ACCT. #

Intuit July PURCHASER'S ADDRESSMORRIS GLASS & Construction

PURCHASER'S SIGNATURE

CASE # 36 CA 10804

WESTERN UNION MONEY ORDER

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

Englewood, Colorado

A 037690 D 070913
T 1421 04
147198082001 L 001523

14-719808200

\$ 368.00

PAY EXACTLY THREE HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS

PAY TO THE ORDER OF Brian Townsend

PAYMENT FOR/ACCT. #

July Payment PURCHASER'S ADDRESSMORRIS GLASS & Construction

PURCHASER'S SIGNATURE

CASE # 36 CA 10804

(10th)
July Installment
Payment.

UNITED STATES POSTAL SERVICE		POSTAL MONEY ORDER		
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents	
21285081562	2013-08-29	971030	\$10.37	
Pay to <i>Brian Townsend</i>		Clerk 0005		
Address		Marris Glass & Const. Inc. PO Box 724, Astoria, OR		
Memo <i>NLRB Case # 36-CA-10804 (Encl.)</i>		97103		
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UNITED STATES POSTAL SERVICE		POSTAL MONEY ORDER		
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents	
21285081551	2013-08-29	971030	\$359.03	
Pay to <i>Brian Townsend</i>		Clerk 0005		
Address		Marris Glass & Const. PO Box 724 Astoria OR 97103		
Memo <i>Settlement pay # 14 NLRB Case # 36-CA-10804</i>		97103		
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			SOCIAL SECURITY NO.	EMPL. NO.	DEPT	PAYROLL PERIOD	
BRIAN M TOWNSEND				8300	STLMNT	7/01 - 7/31/13	247
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				389.63 10.37		FICA	30.60
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
3280.65		250.97					
WBF YTD							
CURRENT PAY		DEDUCTIONS		NET PAY			
400.00		30.60		***369.40			

Settlement payment # 11
Interest payment # 11

NLRB Case # 36-CA-10804

NLRB-SUBREGION 36

2013 SEP -3 AM 7:54

PORTLAND, OREGON

UNITED STATES POSTAL SERVICE® **POSTAL MONEY ORDER**

Serial Number: 21285082923 Year, Month, Day: 2013-09-12 Post Office: 971030 U.S. Dollars and Cents: \$360.03

Amount: THREE HUNDRED SIXTY DOLLARS & 03c *****

Pay to: Brian Townsend Clerk: 0006

Address: NLRB Subregion 36 / Alaska State Office From: Morris Glass & Construction
601 SW 22nd Ave Suite 110, Portland, OR 97204 Address: PO Box 724 Astoria, OR 97103

Memo: Settlement print #12 NLRB Subregion 36-CA-10804

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UNITED STATES POSTAL SERVICE® **POSTAL MONEY ORDER**

Serial Number: 21285082924 Year, Month, Day: 2013-09-12 Post Office: 971030 U.S. Dollars and Cents: \$9.37

Amount: NINE DOLLARS & 37c *****

Pay to: Brian Townsend Clerk: 0006

Address: NLRB Subregion 36 / Alaska State Office From: Morris Glass & Construction
601 SW 22nd Ave Suite 110, Portland, OR 97204 Address: PO Box 724 Astoria, OR 97103

Memo: Interest print #12 NLRB Subregion 36-CA-10804

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		SOCIAL SECURITY NO.		EMPL.NO.	DEPT	PAYROLL PERIOD		
BRIAN M TOWNSEND				8300	STLMNT	8/01 - 8/31/13		251
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY		O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				390.63 9.37			FICA	30.60
GROSS YTD		FED W/H YTD		FICA YTD		OR W/H YTD		
3680.65				281.57				
WBF YTD								
MORRIS GLASS & CONSTRUCTION INC								
CURRENT PAY		DEDUCTIONS		NET PAY				
400.00		30.60		***369.40				


Settlement payment # 12.
Interest payment # 12


NIRB Cas # 36 CA - 10804

POSTED 8/13/13

7B 573 13 34 45 53

6/1/14 10:11:14

 UNITED STATES POSTAL SERVICE		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21548459035	2013-11-07	971030	\$361.29
Amount		THREE HUNDRED SIXTY ONE DOLLARS & 29c *****	
Pay to	Brian Townsend NLRB Subregion 36 601 SW 2nd Ave Suite 1910 Portland, OR 97204		Clerk 0006
Address	From Morris Glass Const. Address PO Box 724 Astoria, OR 97103		
Memo	Settlement payment #13 NLRB case # 36-CA-10804		
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 UNITED STATES POSTAL SERVICE		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21548459046	2013-11-07	971030	\$8.11
Amount		EIGHT DOLLARS & 11c *****	
Pay to	Brian Townsend NLRB Subregion 36 601 SW 2nd Ave Suite 1910 Portland, OR 97204		Clerk 0006
Address	From Morris Glass Const. Address PO Box 724 Astoria, OR 97103		
Memo	Interest #13 NLRB case # 36-CA-10804		
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		SOCIAL SECURITY NO.		EMPL NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND		[REDACTED]		8300	STLMNT	9/01 - 9/30/13	255
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				391.89 8.11		FICA	30.60
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
4080.65		312.17					
WBF YTD							
CURRENT PAY	DEDUCTIONS	NET PAY					
400.00	30.60	***369.40					

Settlement payment #13

Interest #13

NLRB-SUBREGION 36

2013 NOV -8 AM 11:39

PORTLAND, OREGON

NLRB Cas # 36-CA-10804

UNITED STATES POSTAL SERVICE®		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21548457573	2013-11-19	971030	\$362.02
Amount		THREE HUNDRED SIXTY TWO DOLLARS & 02c *****	
Pay to	Brian Townsend		Clerk 0009
Address	NLRB Subregion 36		From Morris Glass + Const
601 SW 2nd Ave Ste 1910 Portland, OR 97103		Address P.O. Box 724 Astoria, OR 97103	
Memo	NLRB Ch# 36 CA-10804 / Tent # 14		
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UNITED STATES POSTAL SERVICE®		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21548457584	2013-11-19	971030	\$7.38
Amount		SEVEN DOLLARS & 38c *****	
Pay to	Brian Townsend		Clerk 0009
Address	NLRB Subregion 36		From Morris Glass + Const
601 SW 2nd Ave Ste 1910 Portland, OR 97103		Address P.O. Box 724 Astoria, OR 97103	
Memo	NLRB Ch# 36 CA-10804 / Tent # 14		
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SOCIAL SECURITY NO.		EMPL.NO.	DEPT	PAYROLL PERIOD			
BRIAN M TOWNSEND			8300	STLMNT	10/01 -10/31/13	259	
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				392.62		FICA	30.60
				7.38			
GROSS YTD				MORRIS GLASS & CONSTRUCTION INC			
FED W/H YTD							
FICA YTD				4480.65			
OR W/H YTD				342.77			
WBF YTD							
CURRENT PAY		DEDUCTIONS		NET PAY			
400.00		30.60		***369.40			

Settlement pymt #14

Interest pymt #14

NLRB Case # 36-CA-10804

NLRB-SUPPLEMENT 36

2013 NOV 20 AM 11:29

PORTLAND, OREGON

UNITED STATES POSTAL SERVICE®		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21548461252	2013-12-05	971030	\$6.17
Amount		SIX DOLLARS & 17c *****	
Pay to	From		Clerk
Brian Townsend	Morris Glass & Co.		0005
Address	Address		
NLRB 1220 SW 3rd St	PO Box 724, Astoria, OR		
Portland, OR 97204			
Memo	NLRB Case # CA-36-10804 Int #15		
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UNITED STATES POSTAL SERVICE®		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21548461241	2013-12-05	971030	\$363.23
Amount		THREE HUNDRED SIXTY THREE DOLLARS & 23c *****	
Pay to	From		Clerk
Brian Townsend	Morris Glass & Co.		0005
Address	Address		
NLRB, 1220 SW 3rd St	PO Box 724, Astoria, OR 97103		
Portland, OR 97204			
Memo	NLRB Case # CA-36-10804 Int #15		
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		SOCIAL SECURITY NO.		EMPL.NO.	DEPT.	PAYROLL PERIOD	
BRIAN M TOWNSEND		[REDACTED]		8300	STLMNT	11/01 -11/30/13	
						263	
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				393.83 6.17		FICA	30.60
GROSS YTD		FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC		
4880.65			373.37				
WBF YTD							
CURRENT PAY		DEDUCTIONS		NET PAY			
400.00		30.60		***369.40			

NLRB Cas #36-CA-10804

Settlement pymt #15

Interest #15 (\$617)

BATEMAN SEIDEL MINER
BLOMGREN CHELLIS & GRAM, P. C.
CLIENT TRUST ACCOUNT - IOLTA
888 SW FIFTH AVENUE, SUITE 1250 503-972-9920
PORTLAND, OR 97204-2026

BANK OF THE WEST
PORTLAND, OR 97204
90-78/1211

1416

10/16/2012

PAY TO THE ORDER OF John Townsend

\$ 943.50

*** Nine Hundred Forty Three ***** 50/100

DOLLARS

John Townsend

MEMO

Settlement Wages

Travis Hall

AUTHORIZED SIGNATURE

BATEMAN SEIDEL MINER BLOMGREN CHELLIS & GRAM, P.C. CLIENT TRUST ACCOUNT-IOLTA

1416

DATE : October 16, 2012
CHE # : 1416
AMOUNT : \$943.50
ACCOUNT : 1
PAID TO : John Townsend

EXPLANATION : Settlement Wages

CLIENT : Morris Glass & Construction, Inc.
MATTER : 60774-001
Re: Babbit Neuman Bond Claim

EXHIBIT NO. 15

John #2

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3117506135

93-38
929

DATE: NOVEMBER 19, 2012

PAY FIVE HUNDRED SIXTY SIX DOLLARS AND 10 CENTS

\$ 566.10

TO THE
ORDER OF: JOHN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3117 ASTORIA
NLRB case # 36-CA-10804

U.S. Bank National Association
Minneapolis, MN 55480

Settlement pymt #2



Walter Dunston

AUTHORIZED SIGNATURE

Details on Back



Security Features Included.



			SOCIAL SECURITY NO.	EMPL. NO.	DEPT.	PAYROLL PERIOD	
JOHN S TOWNSEND						10/01 -10/31/12	188
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				600.00		FICA	33.90
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD				
1600.00		90.40					
WBF YTD							
				MORRIS GLASS & CONSTRUCTION INC			
				CURRENT PAY	DEDUCTIONS	NET PAY	
				600.00	33.90	***566.10	

Settlement pymt #2
Interest pymt #2 \$32.59

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3117506136

93-38
929

DATE: NOVEMBER 19, 2012

PAY THIRTY TWO DOLLARS AND 59 CENTS

\$ 32.59

TO THE
ORDER OF: JOHN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

NLRB case #36-CA-10804

Location: 3117 ASTORIA

U.S. Bank National Association
Minneapolis, MN 55480

*Interest pymt
#2*



[Signature]
AUTHORIZED SIGNATURE

Details on Back.

Security Features Included.

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2562
24-7038/3230 OR
20681

12/4/12

Pay To The Order Of John Townsend \$ 535.96
Five hundred thirty five and 96/100 Dollars

Bank of America

ACH R/T 323070380 Settlement pymt #3
NLRB Case # 36-CA-10804

[Signature]

Harland Clarke

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2563
24-7038/3230 OR
20681

12/4/12

Pay To The Order Of John Townsend \$ 30.14
Thirty dollars and 14/100 Dollars

Bank of America

ACH R/T 323070380 Settlement Interest #3
NLRB Case # 36-CA-10804

[Signature]

Harland Clarke

		SOCIAL SECURITY NO.		EMPL. NO.	DEPT.	PAYROLL PERIOD	
JOHN S TOWNSEND		[REDACTED]				11/01 -11/30/12	199
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				600.00		FICA INTEREST	33.90 30.14
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
2200.00		124.30					
WBF YTD							
				CURRENT PAY	DEDUCTIONS	NET PAY	
				600.00	64.04	***535.96	

Settlement payment #3
 NLB Case #36-~~37~~ CA-10804

NLRB-SUBREGION 36

2013 JAN -9 AM 11: 48

PORTLAND, OREGON

				SOCIAL SECURITY NO.	EMPL.NO.	DEPT.	PAYROLL PERIOD	
JOHN S TOWNSEND							12/01 -12/31/12	202
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY		O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT				600.00			FICA	45.90
							INTEREST	29.70
GROSS YTD				FED W/H YTD		FICA YTD		OR W/H YTD
600.00						45.90		
WBF YTD								

MORRIS GLASS & CONSTRUCTION INC

CURRENT PAY	DEDUCTIONS	NET PAY
600.00	75.60	***524.40

Settlement payment #4
Interest payment #4
NLRB Case # 36-CA-10804

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2571

24-7038/3230 OR
20681

01/05/13

Pay To The Order Of John Townsend \$ 494.70
Four hundred ninety four & 70/100 Dollars

Bank of America

ACH R/T 323070380 Settlement pymt #4

To NLRB Case # 36-CA-10804

Harland Clarke

R RYAN MORRIS
PO BOX 419
ASTORIA, OR 97103

2572

24-7038/3230 OR
20681

01/05/13

Pay To The Order Of John Townsend \$ 29.70
Twenty nine dollars & 70/100 Dollars

Bank of America

ACH R/T 323070380 Int. pymt #4

To NLRB Case # 36-CA-10804

Harland Clarke

Davidson, Linda L.

From: Davidson, Linda L.
Sent: Thursday, January 17, 2013 2:46 PM
To: 'THall@batemanseidel.com'
Subject: Morris Glass, 36-CA-10804, 36-CA-10926

NxGen: Uploaded

Mr. Hall:

My office received communication today from the discriminatees in the above cases that the checks submitted in compliance with the settlement agreements in these cases have been rejected for payment because of insufficient funds. As you are aware, timely payment of funds is a requirement of the payment plan agreed to as part of these settlements.

At this juncture it would appear, once again, that your client is not in compliance with the terms of the settlement agreements. Please advise me as soon as possible, but no later than Wednesday, January 23, 2013, of the steps, if any, the Employer is willing to undertake to come into compliance with the terms of the settlement agreements and to remain in compliance with those terms.

Linda Davidson, Officer in Charge
National Labor Relations Board, Subregion 36
601 SW 2nd Avenue, Suite 1910, Portland, OR 97204
503-326-3289, Linda.Davidson@nlrb.gov

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



CASHIER'S CHECK

No. 3190501522

93-38
929

DATE: FEBRUARY 05, 2013

PAY FIVE HUNDRED TWENTY FIVE DOLLARS AND 86 CENTS

\$ 525.86

TO THE
ORDER OF: JOHN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3190 CLATSKANIE

U.S. Bank National Association
Minneapolis, MN 55480



[Signature]
AUTHORIZED SIGNATURE

Details on Back.
Security Features Included.

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CASHIER'S CHECK

No. 3190501523

93-38
929

DATE: FEBRUARY 05, 2013

PAY TWENTY EIGHT DOLLARS AND 24 CENTS

\$ 28.24

TO THE
ORDER OF: JOHN TOWNSEND

PURPOSE/REMITTER: MORRIS GLASS & CONSTRUCTION

Location: 3190 CLATSKANIE

U.S. Bank National Association
Minneapolis, MN 55480



[Signature]
AUTHORIZED SIGNATURE

Details on Back.
Security Features Included.

		SOCIAL SECURITY NO.		EMPL.NO.	DEPT.	PAYROLL PERIOD		
JOHN S TOWNSEND						1/01 - 1/31/13		210
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT	
SETTLEMENT				600.00		FICA	45.90	
						INTEREST	28.24	
GROSS YTD		FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
1200.00			91.80					
WBF YTD								
					CURRENT PAY	DEDUCTIONS	NET PAY	
					600.00	74.14	***525.86	

NLRB Settlement Payment #5

Interest payment $\neq 5$ \$28.24

NLRB CASE # 36-CA-10804

		FEDERAL SECURITY NO.		EMPL. NO.	DEPT.	PAYROLL PERIOD	
JOHN S TOWNSEND		[REDACTED]				2/01 - 2/28/13	220
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				600.00 24.19		FICA	47.75
GROSS YTD		FED W/H YTD		FICA YTD		OR W/H YTD	
1852.43				141.71			
WBF YTD							

MORRIS GLASS & CONSTRUCTION INC

CURRENT PAY	DEDUCTIONS	NET PAY
624.19	47.75	***576.44


Settlement Payment #6
Interest Payment #6
NLRB Case # 36-CA-10804

PORTLAND, OREGON

2013 MAR -5 PM 4:23

NLRB-SUBREGION 36

MONEY ORDER NUMBER
R204391947001
CALL 1-800-542-3590 TO VERIFY

 **MoneyGram**

To Validate: Touch the stop sign, then watch it fade and reappear.

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: *John Townsend*

IMPORTANT: SEE BACK BEFORE CASHING

FORCASSER, SIGNER FOR DRAWER / COMPROBACION, FIRMA DEL TIRADOR
POWER OF SIGNING YOU HAVE BY THE HEAT SENSITIVE AND OTHER MARKS ON THE BACK SIDE


ADDRESS: *11443 Belmont St - 11404*
DIRECTION: *Belmont paid # 1 (1042)*

ISSUER/DRAWER: *John Townsend*
1042 BELMONT ST
ATLANTA, GA 30309

PAY EXACTLY
X **500.00** **
FIVE HUNDRED **
DOLLARS 00 CENTS

04/08/2013
204391947001
MONEY ORDER

MONEY ORDER NUMBER
R204391947012
CALL 1-800-542-3590 TO VERIFY

 **MoneyGram**

To Validate: Touch the stop sign, then watch it fade and reappear.

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: *John Townsend*

IMPORTANT: SEE BACK BEFORE CASHING

FORCASSER, SIGNER FOR DRAWER / COMPROBACION, FIRMA DEL TIRADOR
POWER OF SIGNING YOU HAVE BY THE HEAT SENSITIVE AND OTHER MARKS ON THE BACK SIDE


ADDRESS: *11443 Belmont St - 11404*
DIRECTION: *Belmont paid # 7 (1042)*

ISSUER/DRAWER: *John Townsend*
1042 BELMONT ST
ATLANTA, GA 30309

PAY EXACTLY
X **521.60** **
FIFTY-TWO ***
DOLLARS 16 CENTS

04/08/2013
204391947012
MONEY ORDER

MONEY ORDER NUMBER
R204391947023
CALL 1-800-542-3590 TO VERIFY

 **MoneyGram**

To Validate: Touch the stop sign, then watch it fade and reappear.

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: *John Townsend*

IMPORTANT: SEE BACK BEFORE CASHING

FORCASSER, SIGNER FOR DRAWER / COMPROBACION, FIRMA DEL TIRADOR
POWER OF SIGNING YOU HAVE BY THE HEAT SENSITIVE AND OTHER MARKS ON THE BACK SIDE

ADDRESS: *11443 Belmont St - 11404*
DIRECTION: *Belmont paid # 7*

ISSUER/DRAWER: *John Townsend*
1042 BELMONT ST
ATLANTA, GA 30309

PAY EXACTLY
X **253.20** **
TWENTY-FIVE ***
DOLLARS 32 CENTS

04/08/2013
204391947023
MONEY ORDER

			SOCIAL SECURITY NO.	EMPL.NO.	DEPT.	PAYROLL PERIOD	
JOHN S TOWNSEND						3/01 - 3/31/13	226
DESCRIPTION	HOURS/UNITS	O/T HOURS	RATE	REG PAY	O/T PAY	DEDUCTIONS	AMOUNT
SETTLEMENT INTEREST				600.00 25.32		FICA	47.84
GROSS YTD	FED W/H YTD	FICA YTD	OR W/H YTD	MORRIS GLASS & CONSTRUCTION INC			
2477.75		189.55					
WBF YTD							
CURRENT PAY		DEDUCTIONS		NET PAY			
625.32		47.84		***577.48			

NLRB Case #36 - CA - 10864
Settlement print #7
Interest #7



POSTAL MONEY ORDER

Serial Number
21548457540

Year, Month, Day
2013-11-19

Post Office
971030

U.S. Dollars and Cents
\$585.01

Amount
FIVE HUNDRED EIGHTY FIVE DOLLARS & 01c *****

Pay to
Logan Townsend

UNITED STATES POSTAL SERVICE

Clerk
0009

Address
NLRB Subregion 36

From
Morris Glass & Co.

601 SW 2nd Ave, Portland, OR 97204

Address
PO Box 724, Astoria, OR 97103

Memo
NLRB Cas# 36-CA-10804-Submittal pmt #14

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POSTAL MONEY ORDER

Serial Number
21548457551

Year, Month, Day
2013-11-19

Post Office
971030

U.S. Dollars and Cents
\$584.06

Amount
FIVE HUNDRED EIGHTY FOUR DOLLARS & 06c *****

Pay to
Logan Townsend

UNITED STATES POSTAL SERVICE

Clerk
0009

Address
NLRB Subregion 36

From
Morris Glass & Co.

601 SW 2nd Ave, Portland, OR 97204

Address
PO Box 724, Astoria, OR 97103

Memo
NLRB Cas# 36-CA-10804-Submittal pmt #13

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POSTAL MONEY ORDER

Serial Number
21548457562

Year, Month, Day
2013-11-19

Post Office
971030

U.S. Dollars and Cents
\$134.03

Amount
ONE HUNDRED THIRTY FOUR DOLLARS & 03c *****

Pay to
Logan Townsend

UNITED STATES POSTAL SERVICE

Clerk
0009

Address
NLRB Subregion 36

From
Morris Glass & Co.

601 SW 2nd Ave, Portland, OR 97204

Address
PO Box 724, Astoria, OR 97103

Memo
NLRB Cas# 36-CA-10804-Submittal #8-14

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When used internationally
affix customs declarations
(PS Form 2976, or 2976A).



ENT

Please Rush To Addressee



EI 537323762 US



UNITED STATES POSTAL SERVICE®

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 97103	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del Day	Postage \$ 14.10
Date Accepted 11/19/13	Scheduled Date of Delivery Month 11 Day 20	Return Receipt Fee \$
Mo. 11 Day 19 Year 13	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 230 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight	Int'l Alpha Country Code	Total Postage & Fees \$ 14.10
Lbs 2	Acceptance Emp. Initials	

FROM: (PLEASE PRINT) PHONE **503 325-2252**
MORRIS GLASS & CONST.
PO Box 724
ASTORIA, OR 97103

FOR PICKUP OR TRACKING

Visit www.usps.com

Call 1-800-222-1811



DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct No.

Federal Agency Acct. No. or
Postal Service Acct. No.

WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if
customer requests waiver of signature. Signature
with delivery to be made without obtaining signature
of addressee or addressee's agent (if delivery employee
judges that article can be left in secure location) and list
authorize that delivery employee's signature constitutes
valid proof of delivery.

☐ NO DELIVERY
☐ Weekend ☐ Holiday

☐ Mailer Signature

TO: (PLEASE PRINT) PHONE ()

NLRB Subrayon 36
Attn: Lisa Dunn
601 SW 2nd Ave Suite 1910
Portland, OR 97204

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

9 7 2 0 4 + **0 0 0 0**

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.



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UNITED STATES POSTAL SERVICE® **POSTAL MONEY ORDER**

Serial Number: 21548461228 Year, Month, Day: 2013-12-05 Post Office: 971030 U.S. Dollars and Cents: \$586.94

Amount: FIVE HUNDRED EIGHTY SIX DOLLARS & 94c *****

Pay to: *Logan Townsend* Clerk: 0005

Address: *NLRB, 1220 SW 5th St. 605* From: *Morris Glass + Coist*

Portland, OR 97204 Address: *P.O. Box 724 Astoria, OR 97103*

Memo: *NLRB Case # CA-36-10804 John Townsend print #15*

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UNITED STATES POSTAL SERVICE® **POSTAL MONEY ORDER**

Serial Number: 21548461230 Year, Month, Day: 2013-12-05 Post Office: 971030 U.S. Dollars and Cents: \$13.06

Amount: THIRTEEN DOLLARS & 06c *****

Pay to: *Logan Townsend* Clerk: 0005

Address: *NLRB, 1220 SW 5th St. 605* From: *Morris Glass + Coist*

Portland, OR 97204 Address: *P.O. Box 724 Astoria, OR 97103*

Memo: *NLRB Case # CA-36-10804 John Townsend print #15*

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Little, Janet C.

From: Travis W. Hall [THall@batemanseidel.com]
Sent: Friday, January 10, 2014 5:08 PM
To: Little, Janet C.
Subject: RE: Morris Glass

NxGen: Uploaded

Ms. Little,

Ryan Morris, President of Morris Glass, is doing his absolute best to make timely payments to the Townsends, including the catch-up amount. Morris Glass fully performed on the Hiatt payments, fully performed under the agreement with the union negotiations, and he will fully perform under the agreement with the Townsends. Morris Glass does not dispute the debt nor is Morris Glass purposefully avoiding making payments.

Regardless of the enforcement action that the NLRB may elect to take, Morris Glass will continue to make best efforts to pay the catch up amount and the monthly payment amounts. Ryan Morris is personally owed payment that he expects to receive in the next week. Mr. Morris once he receives this check will loan money to Morris Glass for the January payments and the entire catch up amount.

Morris Glass can only do the best it can do and I am personally aware of the many efforts Morris Glass has taken in order to fully perform under the agreements.

I understand that the NLRB and the Townsends expect timely payments. I can only confirm that Morris Glass takes its obligations seriously and is, in fact, doing its best to complete the payments to the Townsends and will continue to do so regardless of whatever steps the NLRB feels it must take.

At this time, I would prefer to give you a more definite plan for payment but Morris Glass is continuing its efforts to raise funds to pay the Townsends along with its other business obligations.

Feel free to call me if you have any concerns or questions.

Kind Regards,

Travis W. Hall

Bateman | **Seidel**

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

503 972 9905 direct line
503 972 9906 facsimile
thall@batemanseidel.com
www.batemanseidel.com

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notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please immediately delete the message. Thank you.

From: Little, Janet C. [mailto:Janet.Little@nlrb.gov]
Sent: Thursday, January 09, 2014 2:35 PM
To: Travis W. Hall
Subject: FW: Morris Glass

Have you heard anything from the Employer? Thx

From: Little, Janet C.
Sent: Wednesday, January 08, 2014 9:39 AM
To: 'Travis W. Hall'
Subject: Morris Glass

Mr. Hall,

I have been informed that Morris Glass has not sent the checks again. Given their past history with payments, I believed sending the matter to Washington DC for Enforcement was appropriate. The only reason that I did not do so was the Employer's commitment to "catching up". Please communicate my concern to them and find out what their intention is with respect to payments. I would appreciate a response before the end of the week.

Thank you,
Janet Little

Little, Janet C.

From: Travis W. Hall [THall@batemanseidel.com]
Sent: Thursday, January 09, 2014 2:37 PM
To: Little, Janet C.
Subject: RE: Morris Glass

NxGen: Uploaded

Yes, we talked yesterday but I had to cut the call short. We are scheduled to talk again this afternoon. I will respond to you later this afternoon or first thing in the morning regarding your concerns rightfully expressed below.

From: Little, Janet C. [mailto:Janet.Little@nlrb.gov]
Sent: Thursday, January 09, 2014 2:35 PM
To: Travis W. Hall
Subject: FW: Morris Glass

Have you heard anything from the Employer? Thx

From: Little, Janet C.
Sent: Wednesday, January 08, 2014 9:39 AM
To: 'Travis W. Hall'
Subject: Morris Glass

Mr. Hall,

I have been informed that Morris Glass has not sent the checks . . . again. Given their past history with payments, I believed sending the matter to Washington DC for Enforcement was appropriate. The only reason that I did not do so was the Employer's commitment to "catching up". Please communicate my concern to them and find out what their intention is with respect to payments. I would appreciate a response before the end of the week.

Thank you,
Janet Little

Little, Janet C.

From: Little, Janet C.
Sent: Wednesday, March 05, 2014 10:29 AM
To: 'Travis W. Hall'
Subject: FW: Morris Glass 36-CA-10804

NxGen: Uploaded

Did you obtain any information from Morris Glass? Thx. Janet Little

From: Little, Janet C.
Sent: Friday, February 21, 2014 8:12 AM
To: 'Travis W. Hall'
Subject: Morris Glass 36-CA-10804

Mr. Hall,

Can you give me an update on when the Employer expects to send out checks on the above-referenced cases. The charging parties are calling indicating that the Employer is now several months behind again and did not ever make a payment after our last communication.

Thank you,
Janet Little

Little, Janet C.

From: Travis W. Hall [THall@batemanseidel.com]
Sent: Friday, March 07, 2014 2:29 PM
To: Little, Janet C.
Subject: Morris Glass

NxGen: Uploaded

Ms. Little,

I have been holding off on responding until I had definitive news to give you. Morris Glass work has been very light since just before the holidays and it does not have an available line of credit to rely on. It is not purposefully avoiding the debt; it simply does not have income to pay right now.

Having said that, Morris Glass has been working pretty hard over the last several months to consolidate debt through a lender and provide it a line of credit. Morris Glass has noted the Townsends as a high priority debt to payoff entirely since Morris Glass is very anxious to put the NRLB disputes in the past. I am personally aware that several lenders have committed to fund but I am still waiting on learning when we may expect closing to occur. I will notify you as soon as I know something with certainty.

They are trying and they understand the Townsends must be anxious for payment.

Travis W. Hall

Bateman | **Seidel**

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

503 972 9905 direct line
503 972 9906 facsimile
thall@batemanseidel.com
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Little, Janet C.

From: Little, Janet C.
Sent: Monday, April 07, 2014 3:05 PM
To: 'Travis W. Hall'
Subject: FW: Morris Glass 36-CA-10804

NxGen: Uploaded

Mr. Hall,

I have not received a response to last week's inquiry. Please respond, in writing, as soon as possible.

Thank you,
Janet Little

From: Little, Janet C.
Sent: Wednesday, April 02, 2014 7:32 AM
To: 'Travis W. Hall'
Subject: Morris Glass 36-CA-10804

Mr. Hall,

I have been fielding rather angry calls from the charging parties in this case. Please notify me when the Employer will be making the FINAL payment in full to both parties. Given that the payments should have been completed by this point, re-emphasize to the Employer that the payment date must be in the immediate future and will need to be the full amount.

Thank you,
Janet Little

Little, Janet C.

From: Travis W. Hall [THall@batemanseidel.com]
Sent: Tuesday, July 15, 2014 11:50 AM
To: Little, Janet C.
Subject: RE: Morris Glass

Good morning Ms. Little,

Morris Glass about 3 weeks ago received an initial letter of interest for funding from a lender to refinance debt, including the Townsend payments. The letter of interest expressed that funding was contingent on Morris Glass obtaining a repayment plan with the IRS, which has been completed. We forwarded the satisfaction of this contingency to the lender. The loan is now in underwriting and we are expecting a final letter of intent to fund with a proposed closing date. The funding of this loan will require coordination with current lien holders on the property so I hesitate to guess at the closing date. But, yes, if the loan is funded Morris Glass intends to then complete all payments to the Townsends.

Travis W. Hall

Bateman | **Seidel**

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

503 972 9905 direct line
503 972 9906 facsimile
thall@batemanseidel.com
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From: Little, Janet C. [<mailto:Janet.Little@nlrb.gov>]
Sent: Monday, July 14, 2014 11:17 AM
To: Travis W. Hall
Cc: Williams, Travis
Subject: Morris Glass

Mr. Hall,

I have not heard anything from you or Morris Glass since March 7, 2014. At that time, you reported that the company was in the process of refinancing, was expected to receive funds imminently, and intended to complete all payments to the Townsends.

What happened with the refinancing. Has Morris Glass contacted you about their financial obligations to the Townsends? Do you have a date FIRM of when the balance will be paid?

Janet Little

Little, Janet C.

From: Williams, Travis
Sent: Monday, October 06, 2014 9:39 AM
To: Little, Janet C.
Subject: FW: Morris Glass & Construction, 36-CA-10804

NxGen: Uploaded

From: Travis W. Hall [mailto:THall@batemanseidel.com]
Sent: Thursday, June 12, 2014 1:03 PM
To: Williams, Travis
Subject: RE: Morris Glass & Construction, 36-CA-10804

I forwarded your first email but have not spoken with Ryan.

Sent from my Android phone using TouchDown (www.nitrodesk.com)

-----Original Message-----

From: Williams, Travis [Travis.Williams@nlrb.gov]
Received: Wednesday, 11 Jun 2014, 3:20PM
To: Travis W. Hall [THall@batemanseidel.com]
Subject: RE: Morris Glass & Construction, 36-CA-10804

Mr. Hall,

Were you able to get in touch with Morris Glass?

-Travis

From: Williams, Travis
Sent: Tuesday, June 10, 2014 12:01 PM
To: 'THall@batemanseidel.com'
Subject: Morris Glass & Construction, 36-CA-10804

Mr. Hall,

I've been assigned to close out this case. I understand you've been previously been working with Board Agent, Janet Little, on this and I've been reading through the file to get caught up. As I understand it, the Employer was in the midst of refinancing with a local lender in early April and that the loan, through the SBA, was supposed to go through sometime in early May. I'm inquiring as to the status of the Employer's refinancing efforts and the Employer's current operational status. Please provide that information, as well as the Employer's plan to address the approximately \$9,400 still owed to the remaining two discriminatees in this case.

Finally, the Employer should provide information on the status of the assets put up as security interest (accounts receivable and stock aluminum extrusion) in the security agreement approved on October 15, 2012.

Sincerely,

J. Travis Williams
Field Examiner
United States Government
National Labor Relations Board
Region 19 (Seattle)
(206) 220-6300

Little, Janet C.

From: Williams, Travis
Sent: Thursday, October 16, 2014 12:43 PM
To: Travis W. Hall
Cc: Little, Janet C.; Lorang, James; Kobe, James
Subject: RE: Morris Glass 36-CA-10804

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Mr. Hall,

I'm sorry to hear of Mr. Morris' condition and we hope for his recovery and return to health.

Regarding your claim of insolvency, I do not believe that any supporting documents have been provided to us that would support that conclusion and that information would have to be provided before we could take such a assertion into account. We understand that steps were taken back in April to secure a refinancing of the SBA loan, a process which apparently has yet to reach a conclusion. Unfortunately, the Employer has been delinquent in its backpay payments, pursuant to the Settlement Agreement and Installment Agreement since September 2013. The security agreement provided the Employer set aside collateral interest in the following manner:

- A. All accounts receivable from the Riverview Elementary School project in Snohomish, Washington (General Contractor is Babbit Neuman Construction Company, Inc.), which exceeds the \$22,326 total Settlement Amount the Debtor owes pursuant to this Settlement Agreement;
- B. Inventory of 82 lengths of stock aluminum extrusion, which also exceeds the \$22,326 total Settlement Amount the Debtor owes pursuant to this Settlement Agreement;
- C. All proceeds from the above collateral; and,
- D. All increases, substitutions, replacements, additions and accessions to the above collateral.

As the Employer has failed to make its payment obligations, arrangement to turn over the collateral interest in an amount to equal or exceed the outstanding balance of liability owed to the discriminatees in this case should be made by close of business October 22, 2014. Failure to do so will result in the Region seeking any and all remedial methods at its disposal, including but not limited to, the enforcement of the security agreement and executing the default provisions in the Settlement Agreement where the Settlement will be revoked and Complaint will issue.

Sincerely,
Travis Williams

From: Travis W. Hall [<mailto:THall@batemanseidel.com>]
Sent: Tuesday, October 14, 2014 3:29 PM
To: Little, Janet C.
Subject: RE: Morris Glass 36-CA-10804

Good afternoon Ms. Little,

I have not had an opportunity to personally discuss your email with Ryan Morris but not without a good reason. He has been in and out of OHSU for the last month with complaints about heart issues. Late last night I received an email from Ryan's wife. I can only share right now that Ryan is extremely ill; there is a preliminary diagnosis but Mr. Morris is not authorizing me to share the nature of his condition.

I understand that you have to take the steps that the Region needs to take. But, Morris Glass is insolvent and there is a SBA loan that has a prior recorded security interest along with several tax liens. Mr. and Mrs. Morris have been working

relentlessly on refinancing the SBA loan and it has not been an easy process. There is a commitment to finance and an appraisal ordered for their primary residence. Any hope that Morris Glass has to pay all of its current outstanding debts is for it to obtain this loan.

Travis W. Hall

Bateman | **Seidel**

888 SW Fifth Avenue, Suite 1250
Portland, OR 97204

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thall@batemanseidel.com
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Confidentiality

The information contained in this e-mail is confidential and may also be attorney-privileged. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please immediately delete the message. Thank you.

From: Little, Janet C. [<mailto:Janet.Little@nlrb.gov>]
Sent: Monday, October 06, 2014 9:29 AM
To: Travis W. Hall
Subject: Morris Glass 36-CA-10804

Mr. Hall,

This email is to inform you and your client that the Region intends to effectuate the terms of the Security Agreement given the Employer's failure to complete payments to the Townsends despite numerous extensions on the deadline to do so. The collateral set forth in the Security Agreement included:

- (a) All accounts receivable from the Riverview Elementary School project in Snohomish, Washington, which exceeds the \$22,326 total Settlement Amount the Debtor owes pursuant to this Settlement Agreement;
- (b) Inventory of 82 lengths of stock aluminum extrusion, which also exceeds the \$22,326 total Settlement Amount the Debtor owes pursuant to the Settlement Agreement;
- (c) All proceeds from the above collateral; and,
- (d) All increases, substitutions, replacements, additions and accessions to the above collateral.

As such, I am inquiring about the current status of these assets. Specifically, I want to know what the account receivable amount is for (a) and the amount and current location of the stock aluminum mentioned in (b). Please provide the requested information no later than **noon, Friday, October 10, 2014**. If the Employer fails to provide the requested information by that date, the Region will immediately begin steps to implement the default provisions of the Settlement Agreement.

Sincerely,
Janet Little

Little, Janet C.

From: Little, Janet C.
Sent: Wednesday, January 07, 2015 8:09 AM
To: 'Travis W. Hall'
Subject: Morris Glass 36-CA-10804

NxGen: Uploaded

Dear Mr. Hall,

The Region contacted you last about the status of the Employer in October, 2014. At that time, you indicated Mr. Morris was in the hospital and that you had not heard from him.

I am contacting you now to find out if you have heard from him since that date, whether any additional payments were made, and the status of the Employer at this time. Is this company still in business? Please reply no later than Friday, January 9, 2015.

Thank you,
Janet Little



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 19

2948 Jackson Federal Building

915 Second Avenue

Seattle, Washington 98174-1078

Telephone: (206) 220-6300

Facsimile: (206) 220-6305

Agency Web Site: www.nlrb.gov

January 8, 2015

Mr. Travis Hall
Bateman, Seidel, Miner, Blomgren,
Chellis & Gram, P.C.
888 SW 5th Avenue, Ste. 1250
Portland, OR 97204

Re: Morris Glass & Construction, Inc.
Case 36-CA-10804

Dear Mr. Hall:

As Morris Glass & Construction, Inc. (Employer), has failed to comply with the terms of the Settlement Agreement in the above-referenced case, please take notice that the Region intends to invoke the default provision of the Settlement Agreement, issue complaint on the meritorious allegations as set forth in the Settlement Agreement, and file a motion for default judgment with the Board absent the Employer's complete and full compliance with all terms of the Settlement Agreement by January 23, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne Pomerantz", is written over a diagonal line that extends from the bottom left towards the center of the page.

Anne Pomerantz
Acting Regional Director

EXHIBIT NO. 17

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Refiled General Counsel's Motion to Transfer Case to the Board and for Default Judgment was served on the 16th day of March, 2016, on the following parties:

E-FILE:

Gary Shinnars, Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570

E-Mail & Certified Mail:

Ryan Morris
Morris Glass & Construction
3975 Abbey Ln.
Astoria, OR 97103-2235
morrisglc@yahoo.com
Cert. No. 7014 2120 0002 1823 0779

Certified Mail Only:

Ryan Morris
Morris Glass & Construction
PO Box 724
Astoria, OR 97103
Cert. No. 7014 2120 0002 1823 0786

E-Mail:

Travis W. Hall, Esq.
Bateman Seidel
888 SW 5th Ave., Ste. 1250
Portland, OR 97204-2026
thall@batemanseidel.com

Kristina Detwiler, Attorney
Robblee Detwiler & Black PLLP
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kdetwiler@unionattorneysnw.com

Painters & Allied Trades, Dist. Council 5
6770 E Marginal Way S, Bldg. E-321
Seattle, WA 98108-3405
iupatdc5info@iupatdc5.org


Kristy Kennedy, Office Manager