



Hiffman Asset Management, LLC (“Respondent NAI Hiffman”), Joint Employers, referred to collectively as Respondent Employers, have been and continues to engage in acts and conduct in violation of Section 8(a)(1), 8(a)(3), and 8(a)(5) of the Act. In support of this Petition, Petitioner respectfully submits the following:

1. Petitioner is the Regional Director for Region 13 of the Board, an agency of the United States government, for and on behalf of the Board.

2. Jurisdiction of this proceeding is conferred upon this Court by Section 10(j) [29 U.S.C. Sec. 160(j)] of the Act.

3. At all material times, Respondent Employers have operated a commercial office building at One Oakbrook Terrace in Oakbrook Terrace, Illinois, and there they have employed maintenance engineers to perform repairs and upkeep on the building.

4. On March 15, 2016, International Union of Operating Engineers Local 399 (hereinafter “the Charging Party” or “the Union”), pursuant to the provisions of the Act, filed a charge with the Board against Ed Napleton, d/b/a One Oak Brook Terrace, LLC in Case 13-CA-171926, alleging that that entity was engaging in unfair labor practices within the meaning of Section 8(a)(1), 8(a)(3), and 8(a)(5) of the Act by refusing to recognize and bargain with the Union; terminating employees because of their union affiliation; assigning bargaining unit work to non-union employees; and refusing to recognize and negotiate with the Union. On April 14, 2016, the Charging Party filed a first amended charge in Case 13-CA-171926, alleging that Ed Napleton, d/b/a One Oak Brook Terrace and NAI Hiffman, Joint Employers, were engaging in, unfair labor practices within the meaning of Section 8(a)(1), 8(a)(3), and 8(a)(5) of the Act by failing and refusing to recognize and bargain with the Union; discriminating against employees terminating or refusing to hire or retain Pat O’Gorman and Frank Lieb because of

their union affiliation; reassigning Pat O’Gorman to another building because of his union affiliation, and engaging in direct dealing with employee Frank Lieb by soliciting him to work for the building, One Oak Brook Terrace, in a non-union capacity. On May 10, 2016, the Union filed a second amended charge to amend the name of the charged party employer to EFN OBT1, LLC d/b/a One Oak Brook Terrace and NAI Hiffman Asset Management LLC, Joint Employers. A copy of the original charge, first amended charge, and second amended charge are attached as Exhibit A, B, and C respectively.

5. On June 30, 2016, following a field investigation during which all parties had an opportunity to submit evidence upon the said charge as amended as of that date in Case 13-CA-171926, the General Counsel by Regional Director, Peter Sung Ohr, on behalf of the Board, issued a Complaint and Notice of Hearing, pursuant to Section 10(b) of the Act [29 U.S.C. Sec. 160(b)], alleging that Respondent Employers have engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(a)(1), 8(a)(3), and 8(a)(5) of the Act. A copy of the Complaint and Notice of Hearing is attached as Exhibit D.

6. On August 10, 2016, the Union filed a third amended charge in 13-CA-171926 amending the name of the charged party employer to EFN OBT1, LLC and North American Automotive Services, Inc., d/b/a North American Real Estate Management, a single integrated enterprise; and NAI Hiffman Asset Management , LLC; individually and as joint employers. The substantive allegations remained unchanged and allege that Respondent Employers have engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(a)(1), 8(a)(3), and 8(a)(5) of the Act. A copy of the third amended charge is attached as Exhibit E.

7. On August 17, 2016, the General Counsel by Regional Director, Peter Sung Ohr, on behalf of the Board, issued a First Amended Complaint and Notice of Hearing pursuant to

Section 10(b) of the Act [29 U.S.C. Sec. 160(b)], alleging that Respondent Employers have engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(a)(1), 8(a)(3) and 8(a)(5) of the Act. A copy of the First Amended Complaint and Notice of Hearing is attached as Exhibit F.

8. Petitioner asserts that there is a likelihood of success that the Regional Director will, in the underlying administrative proceeding in Case 13-CA-171926 establish the following:

(a) At all material times, EFN OBT1, LLC, has been an Illinois limited liability corporation with an office and place of business in Oakbrook Terrace, Illinois, has been owner of a commercial office building located at 1 Oakbrook Terrace, in Oakbrook Terrace, Illinois (“One Oakbrook Terrace”), and has been operating One Oakbrook Terrace either directly or through agents.

(b) At all material times, North American Automotive Services, Inc., has been an Illinois corporation with an office and place of business at 1 E Oakhill Dr. in Westmont, Illinois.

(c) At all material times, North American Automotive Services, Inc., has been engaged in the ownership, leasing, purchasing, selling, financing, and operation of real estate.

(d) At all material times, North American Automotive Services, Inc., has done business under assumed names registered with the Illinois Secretary of State including but not limited to (i) “North American Real Estate Management,” (ii) “Napleton Automotive Group,” (iii) “Napleton Dealership Group,” (iv) “Napleton Fleet Group,” and (v) “The Napleton Group.”

(e) At all material Times, EFN OBT1, LLC, and North American Automotive Services, Inc., whether directly or indirectly through entities under the control of North American Automotive Services, Inc.

- (i) have been affiliated business enterprises under common control;
- (ii) have shared common officers, directors, management, or supervision;
- (iii) have been under common ownership;
- (iv) have formulated and administered a common labor policy;
- (v) have shared common premises and facilities;
- (vi) have performed services for each other;
- (vii) have made sales or assignments to each other; or
- (viii) have held themselves out to those with whom they have business dealings as a single, integrated enterprise.

(f) EFN OBT1, LLC was registered as an Illinois limited liability company about November 25, 2015.

(g) In conducting its operations in the calendar year ending July 1, 2016, Respondent Napleton derived gross revenues in excess of \$500,000.

(h) During the period of time described above in paragraph (g), Respondent Napleton bought and received at its Westmont, Illinois, facility products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Illinois.

(i) Based on its operations described above in paragraphs 8(a)-(e), EFN OBT1, LLC, and North American Automotive Services, Inc., d/b/a North American Real Estate Management, constitute a single integrated business enterprise and a single employer within the meaning of the Act.

(j) At all material times, Respondent NAI Hiffman has been an Illinois limited liability corporation with an office and place of business in Oakbrook Terrace, Illinois, and has been engaged in the business of managing commercial property.

(k) In conducting its operations during the 12-month period ending December 7, 2015, Respondent NAI Hiffman performed services valued in excess of \$50,000 in States other than the State of Illinois.

(l) At all material times, Respondent NAI Hiffman has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, [29 U.S.C. 152(2), (6) and (7)].

(m) At all material times, Respondent Employers have been parties to a contract which provides that Respondent NAI Hiffman is the agent for EFN OBT1, LLC, in connection with managing the property at One Oakbrook Terrace.

(n) At all material times, Respondent Napleton has possessed and exercised control over the labor relations policy of Respondent NAI Hiffman and administered a common labor policy with Respondent NAI Hiffman for the employees contracted to perform regular maintenance work at One Oakbrook Terrace.

(o) At all material times, Respondent Employers have been joint employers of the employees contracted to perform regular maintenance work at One Oakbrook Terrace.

(p) About November 25, 2015, Respondent Napleton purchased the business of One Oakbrook Investors, LLC, and since then has continued to operate the business of One Oakbrook Investors, LLC, in basically unchanged form.

(q) But for the conduct described below in paragraphs 8(u)-(w), Respondent Napleton and/or Respondent Employers would have employed, as a majority of its skilled maintenance employees, individuals who were previously skilled maintenance employees of One Oakbrook Investors, LLC, and Respondent Hiffman.

(r) Based on the conduct described below in paragraphs 8(u)-(w) and the operations described above in paragraph 8(a), Respondent Napleton, Respondent NAI Hiffman, or Respondent Employers have continued to be the employing entity and is/are a successor to One Oakbrook Investors, LLC, and Respondent Hiffman.

(s) At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act, [29 U.S.C. Sec. 152(5)].

(t) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of the entities set forth opposite their names within the meaning of Section 2(13) of the Act:

|                   |   |
|-------------------|---|
| Bob Assoian       | Respondent NAI Hiffman: Managing Director of Management Services  |
| Gail Vermejan     | Respondent NAI Hiffman: Managing Director of Operations   |
| Rick Brandstatter | EFN OBT1, LLC: Director of Real Estate and Manager<br>North American Real Estate Management: Director of Real Estate  |
| Ed Napleton       | North American Automotive Services, Inc. President<br>North American Real Estate Management: Chief Executive Officer<br>Napleton Automotive Group: President<br>Napleton Acquisitions, LLC: Manager<br>EFN OBT1, LLC: Manager |
| Katie Napleton    | Napleton Automotive Group: Project Manager  |
| Bruce Etheridge   | Napleton Dealership Group: Chief Operating Officer<br>Napleton Acquisitions, LLC: Chief Operating Officer   |

(u) About December 7, 2015, Respondent NAI Hiffman, by Gail Vermejan, terminated or refused to retain/hire employee Frank Lieb, and did so either: 1) as agent for Respondent Napleton; or 2) for and on behalf of Respondent Employers, as joint employers; or, 3) because Respondent Napleton caused Respondent NAI Hiffman to do so.

(v) About December 7, 2015, Respondent NAI Hiffman, by Gail Vermejan, refused to retain employee Patrick O’Gorman as an employees at One Oakbrook Terrace and transferred him to another location managed by Respondent NAI Hiffman and did so either: 1) as agent for Respondent Napleton; or 2) for and on behalf of Respondent Employers, as joint employers; or, 3) because Respondent Napleton caused Respondent NAI Hiffman to do so.

(w) Respondent NAI Hiffman, Respondent Napleton, and/or Respondent Employers engaged in the conduct described above in paragraphs 8(u)-(v) because the named employees were members of, and represented by, the Charging Party.

(x) The following employees of Respondent Napleton and/or Respondent Employers (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees engaged in the following operations at One Oakbrook Terrace: operating or assisting in operating all heating, ventilating, and air-conditioning equipment (HVAC), engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes.

(y) From at least 2004 until about November 25, 2015, the Union had been the exclusive collective-bargaining representative of the Unit employed by One Oakbrook Investors, LLC, and during that time the Union had been recognized as such representative by One Oakbrook Investors, LLC. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from June 1, 2014, to May 31, 2017.

(z) Since about November 25, 2015, based on the facts described above in paragraphs 8(p)-(r) and 8(x)-(y) the Union has been the designated exclusive collective-bargaining representative of the Unit.

(aa) About December 7, 2015, Respondent NAI Hiffman as agent for Respondent Napleton and/or on behalf of Respondent Employers, by Gail Vermejan and Bob Assoian, in the conference center at One Oakbrook Terrace, bypassed the Union and dealt directly with its employees in the Unit by asking employee Frank Lieb to continue working without union representation.

(bb) About December 9, 2015, Respondent NAI Hiffman entered into an agreement as agent for and on behalf of Respondent Napleton to subcontract the work that would be done by the Unit.

(cc) The subject set forth above in paragraph 8(bb) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(dd) Respondent NAI Hiffman engaged in the conduct described above in paragraph 8(bb) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent Napleton or Respondent Employers with respect to this conduct and the effects of this conduct.

(ee) About February 12, 2016, the Union, by letter, requested that EFN OBT1, LLC recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

(ff) Since about February 12, 2016, Respondent Napleton and Respondent Employers have failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

(gg) By the conduct described above in paragraphs 8(u)-(w) Respondent Napleton, Respondent NAI Hiffman, or Respondent Employers have been discriminating in regard to the hire or tenure or terms or conditions of employment of the employees of Respondent Napleton, Respondent NAI Hiffman, or Respondent Employers, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act, [29 U.S.C. Sec. 158(a)(1) and (3)].

(hh) By the conduct described above in 8(aa)-(ff), Respondent Napleton, Respondent NAI Hiffman, or Respondent Employers have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of the employees of Respondent Napleton, Respondent NAI Hiffman, or Respondent Employers in violation of Section 8(a)(1) and (5) of the Act, [29 U.S.C. Sec. 158(a)(1) and (5)].

(ii) The unfair labor practices of Respondent Napleton, Respondent NAI Hiffman, and/or Respondent Employers described above affect commerce within the meaning of Section 2(6) and (7) of the Act, [29 U.S.C. Sec. 152(6) and (7)].

9. Respondent Employers' unfair labor practices, as described above in paragraphs 8(u)-(ii), have irreparably harmed, and are continuing to irreparably harm Respondent Employers' employees in the exercise of their rights Section 7 of the Act guaranteed them and

the public's interest in deterring continued violations. More particularly, Respondent Employers' unfair labor practices have caused and will continue to cause the following harm:

(a) Respondent Employers' flagrant disregard for the Act has interfered with employees' free choice of selecting the Union as their exclusive bargaining representative; directly impeded the Union's ability to bargain effectively on the employees' behalf; has caused a complete evisceration of the bargaining unit by terminating one employee and transferring the other; interrupted the benefits of a collective-bargaining agreement; and, if left unchecked, will have irreparably harmed the collective-bargaining process and made a final Board order meaningless.

(b) Respondent Employers' unlawful obliteration of the entire unit, coupled with its other equally unlawful conduct aimed at weakening union support, such as subcontracting unit work to a non-union entity without bargaining with the Union, refusing to recognize and bargain collectively and in good faith with the exclusive bargaining representative of its employees, and engaging in direct dealing by soliciting employees to work without union representation, has severely undermined the employees' right to freely exercise the rights guaranteed them by Section 7 of the Act and has effectively obliterated the employees' ability to engage in union activities.

10. Respondent Employers' unlawful subcontracting of unit work, refusal to recognize and bargain with the Union, and the abrupt elimination of its entire workforce, have had an enormously destructive effect of eliminating the bargaining unit and assisted Respondent Employers' unlawful goal of permanently riding its workforce of all union members. With the passage of time inherent in the Board's administrative proceedings, the employees' support for the Union would have predictably eroded due to the fact that the Union was unable to protect

them. Thus, Respondent Employers' unlawful conduct would have clearly destroyed its employees' efforts to exercise their Section 7 rights and have deprived them of the benefits of good faith collective-bargaining.

11. There is no adequate remedy at law for the irreparable harm being caused by Respondent Employers' unfair labor practices, as described above in paragraphs 8(u)-(ii). Absent interim relief, the delay in obtaining a remedy through traditional Board administrative proceedings will negatively impact the Board's ability to ensure industrial peace and protect employees' Section 7 rights to join or assist labor organizations and to bargain collective through their own representatives. Moreover, unless interim reinstatement is promptly obtained, Respondent's discharge of the entire workforce and subcontracting of unit work will stand as a clear and forceful message. The employees will learn that joining the Union, or engaging in other protected activity, will likely result in their abrupt termination or other serious adverse employment actions, and that neither the Union nor the Board can effectively protect them.

12. In balancing the hardships in this matter, if injunctive relief is not granted the harm to the employees, to the public interest, and to the purposes and policies of the Act, outweighs any harm that the grant of injunctive relief will have on Respondent Employers. Specifically, should the interim order be granted, the imposition of cease and desist remedies requires nothing more than that Respondent Employers obey the law. The proposed interim reinstatement of the discharged employees would pose little harm to Respondent Employers as they will receive the benefit of the instated employees' experience and will retain their managerial right to discipline all their employees in a nondiscriminatory fashion where appropriate. Nor will Respondent Employers be harmed by an interim order requiring them to abide by the pre-existing terms and conditions of employment established by the predecessor

contract unless and until the parties bargain a new agreement or reach a good-faith impasse. Such an interim obligation merely re-establishes the pre-violation employment state.

Further, with respect to restoring work that was transferred to the subcontractor, if the Union requests it, this will not be unduly burdensome to Respondent Employers. The subcontracted work was transferred immediately after the employees were terminated/transferred because of their union status, which indicates its return can be accomplished hastily (and indeed, upon information and belief, the current subcontract provides that it continues on a month-to-month basis only upon mutual agreement of Respondent Employers and their current subcontractor).

Further, with respect to an interim bargaining order, such an order would not compel Respondent Employers to agree to any specific term or condition of employment advanced by the Union in negotiations. Rather, after an initial restoration of those terms and conditions of employment that prevailed before Respondent Employers unlawfully destroyed the collective bargaining unit, such order only requires that Respondent Employers bargain in good faith to an agreement or bona fide impasse. Moreover, any agreement reached between the parties under Section 10(j) decree may be conditioned on the Board ultimately granting a bargaining remedy. Additionally, the costs in terms of time and money spent on collective bargaining and grievance adjustment is a burden that falls on both parties and thus does not defeat a request for an interim bargaining order.

Absent injunctive relief, Respondent Employers will reap the benefit of their own misconduct, *i.e.*, it will completely erode the support of the employees for the Union by the complete eradication of the unit. There is the distinct danger that without an interim reinstatement order some, if not all, of the employees will be forever lost, which contributes to

the erosion of employee interest in engaging in Section 7 activity. Respondent Employer will effectively accomplish its unlawful goal of permanently undermining of employees' free choice of selecting the Union as their collective-bargaining representative. This is due to the fact that with the passage of time, employees will be less likely to accept reinstatement and those who do will be less enthusiastic about engaging in union activity.

13. The grant of temporary injunctive relief in this case serves the public interest by ensuring that the unfair labor practices committed by Respondent Employers do not succeed. Interim relief preserves the remedial power of the Board, protects the employees' Section 7 rights, and safeguards the parties' collective-bargaining process.

In sum, an interim order, including interim reinstatement offers and requiring the Employer to recognize and bargain with their Union, is just and proper.

**WHEREFORE, PETITIONER PRAYS:**

1. That the Court issue an Order directing Respondent Employers, pending final Board adjudication of the instant charges, to cease and desist from:

(a) terminating or refusing to retain/hire employees because they are members of, or represented by, a labor organization.

(b) Failing and refusing to recognize and bargain collectively with the International Union of Operating Engineers Local 399 (the Union) within the meaning of Section 8(a)(5) of the Act by failing and refusing to bargain in good faith with the Union as the exclusive collective-bargaining representative of the bargaining unit employees of the following appropriate bargaining unit:

All employees engaged in the following operations at One Oakbrook Terrace: operating or assisting in operating all heating, ventilating, and air-conditioning equipment (HVAC), engines, turbines, motors, combustion engines, pumps, air

compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes.

(c) Unilaterally implementing changes to terms and conditions of employment which are mandatory subjects of bargaining, without prior notice and affording the Union an opportunity to bargain with respect to these matters and without first bargaining to a valid impasse.

(d) Bypassing the Union and dealing directly with employees in the Unit.

(e) In any other manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

2. That the Court direct Respondent Employers to take the following affirmative action:

(a) Recognize and, upon request, bargain in good faith with the Union as its employees' exclusive collective-bargaining representative concerning their wages, hours, and other terms and conditions of employment.

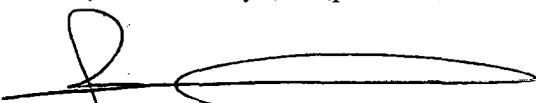
(b) Within five (5) days of the Court's order, offer, in writing, to Frank Lieb and Patrick O'Gorman, immediate interim employment to their former jobs. The employees should be notified that they are being returned to their former positions of employment at their previous wages and other terms and conditions of employment, displacing if necessary any workers contracted for, hired, or reassigned to replace them; and if their former jobs no longer exist, offer interim reinstatement to substantially equivalent positions.

(c) Upon the request of the Union, rescind any or all changes to terms and conditions of employment implemented on or after December 7, 2015.

(d) Post copies of the District Court's order at One Oakbrook Terrace in all locations where Respondent Employers' notices to employees are customarily posted; said postings shall be maintained during the pendency of the Board proceeding free from all obstructions and defacements; and grant agents of the Regional Director of Region 13 of the Board reasonable access to One Oakbrook Terrace to monitor compliance with this posting requirement.

(e) Within twenty (20) days of the issuance of this Order, serve upon the District Court, and submit a copy to the Regional Director of the Board for Region 13, a sworn affidavit from a responsible officer or agent of each Respondent describing with specificity the manner in which the respective Respondent has complied with the terms of the Court's order, including the locations of the documents to be posted under the terms of the order.

DATED at Chicago, Illinois, this 16<sup>th</sup> day of September, 2016.



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Peter Sung Ohr, Regional Director  
National Labor Relations Board  
Region 13  
219 South Dearborn, Suite 808  
Chicago, IL 60604

CERTIFICATE OF SERVICE

The undersigned hereby certify that true and correct copies of the Petition for Preliminary Injunction Under Section 10(j) of the National Labor Relations Act, have, this 16<sup>th</sup> day of September, 2016, been served by first class mail upon the following parties of record and their counsel:

Rick Brandstatter  
EFN OBT1 LLC  
One Oak Brook Terrace Suite 600  
Oak Brook Terrace, IL 60181

Jeremy C. Moritz , Esq.  
Ogletree, Deakins, Nash, Smoak &  
Stewart, P.C.  
155 N. Wacker Driver Suite 4300  
Chicago, IL 60606-1731  
jeremy.moritz@ogletreedeakins.com  
*Counsel for Respondent EFN OBT1, LLC*

Edward F. Napleton, President  
North American Automotive Services, Inc.  
One Oak Brook Terrace Suite 600  
Oak Brook Terrace, IL 60181

Kevin M. Hyde, Asst. General Counsel  
North American Automotive Services, Inc.  
d/b/a Napleton Automotive Group  
One Oak Brook Terrace Suite 600  
Oak Brook Terrace, IL 60181  
kevin@napleton.com  
*Counsel for Respondent North American  
Automotive Services, Inc.*

Bob Assoian, Managing Director  
NAI Hiffman Asset Management, LLC  
One Oak Brook Terrace Suite 400  
Oak Brook Terrace, IL 60181

Jeremy G. Glenn  
Cozen O'Connor  
123 North Wacker Drive., Suite 1800  
Chicago, IL 60606  
jglenn@cozen.com  
*Counsel for Respondent NAI Hiffman Asset  
Management, LLC*

Valerie Colvett, Director, Legal Dept.  
International Union of Operating  
Engineers Local 399  
2260 S Grove St  
Chicago, IL 60616-1823

Martin P. Barr , Attorney  
Carmell, Charone, Widmer,  
Moss & Barr, Ltd.  
One East Wacker Drive Suite 3300  
Chicago, IL 60601-1900  
mbarr@carmellcharone.com  
*Counsel for Charging Party IUOE Local 399*

/s/ Sylvia L. Taylor  
Sylvia L. Taylor

/s/ Michael Schorsch  
Michael Schorsch

Counsels for Petitioner  
National Labor Relations Board, Region 13  
219 South Dearborn Street, Suite 808  
Chicago, Illinois 60604  
(312) 353-7617

I, Peter Sung Ohr, being duly sworn, depose and say that I am the Regional Director of Region 13 of the National Labor Relations Board; that I have read the foregoing Petition and exhibits and know the contents thereof; that the statements therein made as upon personal knowledge are true and those made as upon information and belief, I believe to be true.

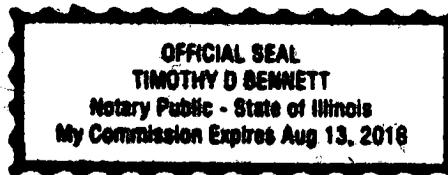
DATED at Chicago, Illinois this 16th day of September, 2016.

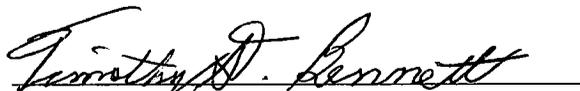


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Peter Sung Ohr, Regional Director  
National Labor Relations Board  
Region 13  
219 South Dearborn, Suite 808  
Chicago, Illinois 60604

Subscribed and Sworn to before me this  
16<sup>th</sup> day of September, 2016



  
Notary Public

OFFICIAL SEAL  
TIMOTHY D. BENNETT  
Notary Public - State of Illinois  
My Commission Expires Aug 13, 2018