

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

KLB INDUSTRIES, INC., d/b/a NATIONAL  
EXTRUSION & MANUFACTURING COMPANY

and

Cases 08-CA-037672  
08-CA-037835

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA

FORMAL COMPLIANCE STIPULATION

IT IS HEREBY STIPULATED AND AGREED, by and between KLB Industries, Inc., d/b/a National Extrusion & Manufacturing Company (Respondent), International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (Charging Party Union), and the General Counsel of the National Labor Relations Board (General Counsel), that:

1. Board Order. On July 26, 2011, the National Labor Relations Board (the Board), issued its Decision and Order, reported at 357 NLRB 127, finding, *inter alia*, that Respondent had engaged in certain unfair labor practices within the meaning of Section 8(a)(1), (3), and (5) of the National Labor Relations Act (the Act), including unlawfully locking out its employees on October 22, 2007. (Exhibit A). The Board directed Respondent, its officers, agents, successors, and assigns to take certain affirmative actions including, *inter alia*:

- (A) Offer all locked out employees full reinstatement to their former jobs, or if those jobs no longer exist to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging, if necessary, employees hired from other sources to make room for them;
- (B) Make whole all locked out employees for any loss of earnings and other benefits suffered as a result of the unlawful conduct, with interest compounded on a daily basis; and
- (C) Restore the employees' group health insurance coverage, including the COBRA policies, that were unilaterally terminated in October 2007 and make employees whole for all losses suffered as a result of the termination of the coverage, with interest compounded on a daily basis.

2. Court Order. On December 4, 2012, in Civil Case Nos. 11-1280 and 11-1322, the United States Court of Appeals for the District of Columbia Circuit issued an Opinion and Judgment denying Respondent's petition for review and granting the Board's cross-application for enforcement. After issuing an Order to stay the proceedings pending a writ of certiorari, on March 31, 2015, the Court issued a Mandate to its December 4, 2012, Opinion and Judgment enforcing in full the Board's Order referred to above in paragraph 1. (Exhibit B).

3. Amended Compliance Specification and Supplemental Addendum. A controversy having arisen concerning the amount of backpay due under the terms of the above Decision and Order of the Board, the Regional Director for Region 8, pursuant to authority conveyed by the Board, issued a Compliance Specification and Notice of Hearing on April 29, 2016; and an Amended Compliance Specification and Notice of Hearing on March 31, 2017, alleging that the employees named in the attached Installment Schedule were due certain sums of money as a result of their losses occasioned by Respondent's unfair labor practices. Receipt of the Compliance Specification and Amended Compliance Specification are hereby acknowledged by Respondent.

The parties agree that the Amended Compliance Specification (Exhibit C) is supplemented further by the attached Addendum which calculates the amounts owed to the named employees through March 31, 2018. (Exhibit D). The parties agree that "Appendices A through U" of the Addendum replace, and are to be used in lieu of, "Appendices A through U" of the Amended Compliance Specification. The Addendum also includes an "Appendix V" which indicates the amount of interest accrued on Respondent's monetary liabilities for each employee from the time of the lockout on October 22, 2007, through March 31, 2018. Receipt of the Addendum to the Amended Compliance Specification is hereby acknowledged by Respondent.

4. Withdrawal and Waiver of Answers. Respondent agrees to withdraw its Answer filed on June 2, 2016, to the initial Compliance Specification and its amended Answer filed on May 11, 2017, to the Amended Compliance Specification. Respondent agrees to waive its right to file an answer to the revised amounts in the Addendum to the Amended Compliance Specification. (Exhibit D).

5. Waiver of Right to Further Proceedings. All parties waive their right to a hearing, Administrative Law Judge's Supplemental Decision, the filing of exceptions and briefs, oral argument before the Board, the making of findings of fact and conclusions of law by the Board, and all further and other proceedings to which parties may be entitled under the Act or the Board's Rules and Regulations.

6. Entire Record. The parties agree that the entire record in this matter consists of this Formal Compliance Stipulation and attached Installment Schedule; the Board's Decision and Order (Exhibit A) as referred to above in paragraph 1; the Court's Mandate, Orders, Judgment and Opinion (Exhibit B) referred to above in paragraph 2; the Amended Compliance Specification with appendices and affidavit of service (Exhibit C) as referred to above in paragraph 3; the Addendum to the Amended Compliance Specification with appendices (Exhibit D) as referred to above in paragraph 3; and the Personal Guarantee Agreement (Exhibit E),

Judgment by Confession (Exhibit F), Security Agreement (Exhibit G), and Mortgage (Exhibit H) as referred to below in paragraph 13.

7. Filing and Approval of this Stipulation. On behalf of the General Counsel, the Regional Director for Region 8 (the Regional Director) will file with the Board this Formal Compliance Stipulation and the documents constituting the record as referred to above in paragraph 6. This Formal Compliance Stipulation is subject to the approval of the Board and it shall be effective nunc pro tunc to its date of execution immediately upon its approval.

8. The Parties' Representations. Respondent represents that it has insufficient means to pay the make whole remedy as set forth in the Amended Compliance Specification and as supplemented by the Addendum. Respondent further represents that it is entering into this Formal Compliance Stipulation in good faith, with no intent in taking any actions to circumvent its obligations under this Formal Compliance Stipulation, including filing for bankruptcy or dissolving the corporation.

After an investigation of Respondent's representation that it has insufficient means to pay the entire make whole remedy as set forth in the Amended Compliance Specification and the supplemental Addendum, Respondent, the Charging Party Union, and the General Counsel of the Board, acting through their respective counsel, reached an agreement in settlement of the backpay amount and have reduced it to writing in this Formal Compliance Stipulation.

The Charging Party Union and the General Counsel represent that the individual discriminatees or, if deceased, their beneficiaries are aware of the monetary and other terms of this Formal Compliance Stipulation and do not object to these terms.

9. Settlement Amount and Installment Payments. Respondent agrees to pay the total settlement sum of \$750,000.00 (seven hundred fifty thousand dollars), according to the attached Installment Schedule, plus its share of employer payroll taxes including those taxes paid pursuant to the Federal Insurance Contributions Act (FICA), and interest earned as referred to below in paragraph 10. The \$750,000.00 (seven hundred fifty thousand dollars) is to be paid in 19 (nineteen) installments according to the attached Installment Schedule based on the timing of the Board's approval of this Formal Compliance Stipulation. Respondent agrees that all FICA withholdings and employer contributions will be made at the rates and earning limits which are in effect at the time an installment payment is made.

The first installment of \$300,000.00 (three hundred thousand dollars) is designated as backpay for wages and will be subject to all appropriate payroll taxes and withholdings. Within 10 days of the Board's approval of this Formal Compliance Stipulation, Respondent agrees to make the first installment payment of \$300,000.00 (three hundred thousand dollars) plus remit all appropriate employer payroll taxes including employer FICA contributions.

Respondent will pay the remaining \$450,000.00 (four hundred fifty thousand dollars) in equal quarterly installments of \$25,000.00 (twenty-five thousand dollars), plus interest earned as referred to below in paragraph 10. Respondent will begin these quarterly payments on either the

1st (first) day of the month or the 15th (fifteenth) day of the month, whichever is sooner, after the 100th (one hundredth) day following the Board's approval of this Stipulation, and will continue the quarterly payments for a total of 4-1/2 (four and one-half years) at which time the financial terms of this Stipulation will be satisfied.

The \$450,000.00 (four hundred fifty thousand dollars) is designated primarily as reimbursements for 401(k) liabilities, interim expenses, and accrued interest through March 31, 2018. These reimbursements will not be subject to payroll taxes or withholdings unless the U.S. Internal Revenue Service advises otherwise at a later date. In such an event, Respondent agrees that it is solely responsible for all additional employer payroll taxes and/or penalties that would be subsequently owed by Respondent or the employee.

In general, the quarterly installment payments can be attributed to the following types of reimbursements for each employee: Houchin, Houser, Leugers, Page, Pitts, Orahood, Shoemaker, Snyder, Taylor, Whiting, and the estate of Conway for 401(k) liabilities; the estate of Buroker for 401(k) liabilities and accrued interest; Hoffer, Huffman, and Meyer for interim expenses and accrued interest; and Potter for accrued interest. Employee reimbursements are set forth in "Appendix U" and accrued interest is set forth in "Appendix V" of the Addendum to the Amended Compliance Specification (Exhibit D).

10. Interest and Early Payments. Respondent agrees to pay interest compounded on a daily basis on all outstanding balances which will begin accruing on the 11th (eleventh) day following the Board's approval of this Formal Compliance Stipulation, and will continue to accrue until the full amount of \$750,000.00 (seven hundred fifty thousand dollars) plus interest has been paid. Interest will be calculated at a 3% (three percent) annual rate compounded on a daily basis and will be payable at the time Respondent makes its quarterly installment payments according to the attached Installment Schedule.

Respondent may, at any time and without penalty, pay any portion or part of the unpaid balance amount before it becomes due. The parties agree that the last installment payment will be adjusted to reflect the reduced principal and interest caused by Respondent's early payments. The Regional Director agrees to provide Respondent with the final payoff amount 14 (fourteen) days prior to the date of the last installment payment, or within 7 (days) of being given written notice by Respondent of the date it intends to pay off the total amount still owed.

11. Procedure for Payments and Distribution. Within 10 (ten) days of the execution of this Formal Compliance Stipulation, Respondent agrees to provide to the Region its Federal and State of Ohio tax identification numbers, and the Regional Director agrees to provide Respondent with information concerning the electronic transfer of payments to the NLRB Finance Branch. Within 5 (five) days of the Board's approval of this Formal Compliance Stipulation, Respondent will confirm with the Regional Director the accuracy of the information previously given concerning the electronic transfer of payments to the NLRB Finance Branch.

Within 10 (ten) days of the Board's approval of this Formal Compliance Stipulation, Respondent will electronically transfer the first installment of \$300,000.00 (three hundred

thousand dollars) plus all employer payroll tax contributions to be paid, including FICA, to the NLRB Finance Branch. Respondent will segregate its FICA contributions from its installment payment, by making two electronic payments to the NLRB Finance Branch: one for the \$300,000.00 (three hundred thousand dollars) in backpay and the other for its FICA contributions.

On or before the quarterly installment dates as referred to and defined above in paragraph 9, and as set forth in the attached Installment Schedule, Respondent agrees to electronically transfer the respective quarterly amounts, which include interest, to the NLRB Finance Branch. In the event that any quarterly payment, either in whole or in part, is subsequently subject to employer payroll tax contributions, including FICA, Respondent will segregate its FICA contributions from its other installment payments, by making a second electronic payment to the NLRB Finance Branch in each quarter that FICA is required to be paid.

Simultaneous with all installment payments electronically transferred to the NLRB Finance Branch, Respondent agrees to provide an accounting of how it calculated its employer tax contributions and employee withholdings, including FICA, if any, to both the Finance Branch and to the Region. Respondent also agrees that it will simultaneously notify the Region and the Charging Party Union in writing of all installment payments electronically transferred to the NLRB Finance Branch. The parties agree that for installment payments falling due on a weekend or Federal Holiday, the payment due date will be the next week day following the weekend or holiday.

The Compliance Officer in Region 8 will verify the accuracy of Respondent's FICA and withholding calculations and prepare the disbursement request that will be processed pursuant to NLRB protocols. The NLRB Finance Branch, in conjunction with the U.S. Treasury, will draft and send the checks for each employee or beneficiary to the Region for distribution. The Region will notify the Charging Party Union when distributions have been made. The NLRB Finance Branch will forward the withholdings and Respondent's share of employer payroll taxes, including FICA, to all appropriate Agencies. The NLRB Finance Branch will annually prepare and send 1099 Miscellaneous Income Tax Forms to the employees or their beneficiaries.

In the event that any amount due to an employee or a beneficiary cannot be distributed by the Region because an employee or beneficiary cannot be located, then the undistributed amount will be held by the NLRB Finance Branch in the U.S. Treasury in escrow until a 1-year (one-year) period has lapsed following the final installment payment. The Regional Director agrees to notify the Charging Party Union when an employee or beneficiary cannot be located. Respondent agrees that the Region will redistribute all unclaimed amounts on an equal basis to the remaining discriminatees who are able to be located after the 1- year (one-year) period following the final installment being paid by Respondent.

12. Notice to Employees. In addition to the Notice to Employees that was previously posted at its Bellefontaine, Ohio facility, Respondent agrees that it will sign new copies of the Notice to Employees which will be mailed by the Regional Director to all of the employees named in the attached Installment Schedule, along with Respondent's first installment

payment and a letter explaining the terms of the settlement. If a former employee is deceased, the Regional Director will mail the Notice to the decedent's beneficiary.

13. Security Interests and Fees. In order to ensure a timely and full payment of the first installment payment of \$300,000.00 (three hundred thousand dollars) as referred to above in paragraph 9, Respondent's officers and owners executed the attached Personal Guarantee Agreement. (Exhibit E). The Personal Guarantee Agreement was executed by Respondent's CEO Christopher A. Kerns, Vice-president John D. Bishop, Treasurer and Controller Craig A. Johnson, and Secretary Kenneth Carsten Lemkau Jr. in their personal capacity, and provides for joint and several liability amongst them. The Personal Guarantee Agreement is for the limited amount of \$300,000.00 (three hundred thousand dollars) and is of a limited duration provided Respondent makes its first installment of \$300,000.00 (three hundred thousand dollars) within 10 days of the Board's approval of this Stipulation, in which case, the Guarantee continues for only 91 days thereafter. The Personal Guarantee Agreement fully describes its terms which includes Respondent being able to cure any defect in the first payment within 14 (fourteen) days after being given written notice to do so by the Regional Director.

In order to ensure full payment of the \$750,000.00 (seven hundred fifty thousand dollars) settlement amount, Respondent has executed the attached Judgment by Confession for \$750,000.00 (seven hundred fifty thousand dollars). (Exhibit F). The Judgment by Confession shall be held in escrow by the NLRB Finance Branch and will be returned to Respondent should the Formal Compliance Stipulation not be approved or after all of the installments have been paid in full. Respondent agrees that in the event it fails to pay the full amount of any of the required installment payments on or before the dates set forth in this Stipulation, as referred to above in paragraphs 9 through 11, and in the attached Installment Schedule, and it fails to cure any such nonpayment within 14 (fourteen) days after being given written notice to do so by the Regional Director, the General Counsel may file the Judgment by Confession in a court of competent jurisdiction. As required under Ohio law, an appropriate warning concerning the ramifications of Respondent's Judgment by Confession is included above the signature line in this Formal Compliance Stipulation and in Exhibit F, the Judgment by Confession.

As further security for any amounts due and owing under the terms of this Formal Compliance Stipulation, Respondent agrees to provide security interests in its real estate and other assets as described in the attached executed Security Agreement (Exhibit G) and Mortgage. (Exhibit H). The conveyed interests in Respondent's real estate and other assets as described in the Security Agreement and the Mortgage become effective and attach immediately upon the execution of this Formal Compliance Stipulation and continue until either the Board disapproves this Stipulation or Respondent's obligations under this Stipulation have been fully discharged.

Respondent agrees to be responsible for, and bear the costs of all filing fees and recording expenses, including reimbursing the Regional Director, for the recording of the above-described security interests. Upon the initial filing of the security interests conveyed by Respondent in its real estate and other assets as described in the Security Agreement and the Mortgage, the Regional Director will provide a breakdown to Respondent of the fees to be reimbursed along

with the method for reimbursement. Respondent agrees to reimburse the fees within 10 (ten) days of receipt of the fee breakdown after the Board's approval.

14. Obligation Discharged. The obligation of Respondent to make whole employees under the Board's Decision and Order referred to in paragraph 1 and the Judgment of the United States Court of Appeals for the District of Columbia Circuit referred to in paragraph 2 will be discharged by the payments sent to the NLRB Finance Branch in the full amounts and on or before the dates set forth in this Formal Compliance Stipulation and attached Installment Schedule, or otherwise curing any defect in any payment within 14 (fourteen) days after being given written notice to do so by the Regional Director.

15. Default Amount and Procedure. In consideration of the NLRB entering into this Formal Compliance Stipulation, Respondent agrees that in the event it fails to pay the full amount of any of the required installment payments on or before the dates specified in this Stipulation and the attached Installment Schedule, and it fails to cure any such nonpayment within 14 (fourteen) days after being given written notice to do so by the Regional Director, 100% (One hundred percent) of the "Total Monetary Liability" as set forth in "Appendix U" of the Addendum to the Amended Compliance Specification (Exhibit D) will immediately become due and payable to the NLRB Finance Branch on behalf of the employees or their beneficiaries. The Total Monetary Liability amount includes backpay and reimbursements, plus interest on these amounts compounded on a daily basis since October 22, 2007, at the short-term Federal rate, and Respondent's share of all employer payroll taxes, including FICA, less any payments previously made pursuant to this Stipulation.

Upon Respondent's failure to cure any defect in payment within 14 (fourteen) days of being given the written notice by the Regional Director, the General Counsel may file a Motion for Summary Judgment to the Board based on the record as referred to above in paragraph 6. The Board may then issue an Order requiring Respondent to Show Cause why said Motion of the General Counsel should not be granted. Respondent agrees that the only issue that may be raised in response to the Board's Order to Show Cause is whether Respondent defaulted in making a payment in accordance with this Formal Compliance Stipulation and the attached Installment Schedule. As part of whether Respondent has defaulted, Respondent may raise, as required under this Stipulation, whether the Regional Director 1) failed to provide Respondent with information concerning the electronic transfer of payments to the NLRB Finance Branch, or 2) failed to provide written notice and a 14-day (fourteen-day) opportunity to cure any defect in payment to Respondent.

The Board may, without the necessity of trial or any other proceeding, find all of the allegations of the Amended Compliance Specification and the Addendum thereto, (Exhibits C and D, respectively), to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondent on all issues raised by the pleadings. The Board may then issue an Order providing the full backpay remedy for wages and reimbursements of \$5,152,029.00 (five million one hundred fifty-two thousand twenty-nine dollars), less any payments received by the Board, plus interest, in accordance with this Formal Compliance Stipulation, and the allegations of the Amended Compliance Specification and the supplemental

Addendum. The Board's Order may be entered thereon ex parte and, upon application by the Board to the appropriate United States Court of Appeals for enforcement of the Board's Order, judgment may be entered thereon ex parte and without opposition from Respondent.

16. Right to Inspect Records. In the event of default by Respondent's failure to pay the full amount of any of the required installment payments, and to cure such defect of any payment within 14 (fourteen) days of being given written notice by the Regional Director, then Respondent agrees that it will make all of its financial and business records available for inspection at its Bellefontaine, Ohio facility, by a designated agent of the Regional Director. Respondent agrees that it will allow such records to be removed from its Bellefontaine facility for a reasonable period of time for further review and/or copying. Respondent also agrees that it will make an individual with knowledge of these records available to answer questions by, or provide technical assistance to, the designated agent.

Respondent agrees that it will make such records available within 10 (ten) days of a written request being made by a designated agent of the Regional Director. Such records are to be available for inspection and/or copying regardless of their format and/or where the record is physically located including records located at Respondent's Bellefontaine, Ohio facility; at the private residences of its officers, their family members and/or acquaintances; or at the offices of its attorney or accountant.

Respondent further agrees that it will not dispose of any currently held financial or business record, nor of any future financial or business record, prior to the discharge of this agreement as referred to above in paragraph 14.

17. Change in Business. If, at any time after Respondent executes this Stipulation and before the completion of the installment payments, Respondent, and/or its officers, agents, assigns, or successors commence any action that will result in substantial change in any or all of Respondent's operations, including, but not limited to any possible sale, transfer, lease assignment, or other conveyance of all or a portion of its business or assets, Respondent and/or its officers, agents, assigns, or successors agree that prior to any such action, it/they will immediately notify the Regional Director for Region 8, at the National Labor Relations Board, AJC Federal Building Room 1695, 1240 East 9th Street, Cleveland, Ohio, 44199, via certified or registered mail, regarding the change, and will provide in writing the specific details thereof, including the name and address of the intended purchaser(s), transferee(s), or lessee(s) of its/their business and the written documents memorializing said transaction, and will, upon request, provide immediate access to any other of its/their records relating to any such organizational changes.

18. Entire Agreement. The parties agree that this Formal Compliance Stipulation, the Installment Schedule, and Exhibits A through H, inclusive, contain the entire agreement between the parties concerning the monetary remedies, and there is no other agreement of any kind, verbal or otherwise, that varies, alters or adds to this Formal Compliance Stipulation.

KLB INDUSTRIES, INC., d/b/a NATIONAL  
EXTRUSION & MANUFACTURING COMPANY

**“Warning -- By signing this paper you give up your right to notice and court trial. If you do not pay on time a court judgment may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on his part to comply with the agreement, or any other cause.”**

By: Kerry Hastings, Counsel for Respondent  
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\_\_\_\_\_  
Signature

11-7-18  
\_\_\_\_\_  
Date

By: John Bishop, Vice President

  
\_\_\_\_\_  
Signature

11-13-18  
\_\_\_\_\_  
Date

By: Craig Johnson, Controller and Treasurer

  
\_\_\_\_\_  
Signature

11-13-18  
\_\_\_\_\_  
Date

By: Christopher Kerns, President and CEO

  
\_\_\_\_\_  
Signature

11/13/18  
\_\_\_\_\_  
Date

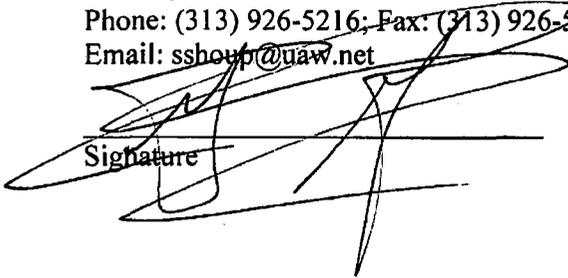
By: Carsten Lemkau, Secretary

  
\_\_\_\_\_  
Signature

11-13-18  
\_\_\_\_\_  
Date

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA

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Signature

11/7/18  
Date

NATIONAL LABOR RELATIONS BOARD, REGION 8

By: Karen N. Neilsen, Counsel for the General Counsel  
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11-14-18  
Date

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

	<b>Payment 1</b> In 10 Days of Approval <sup>1</sup>	<b>Payment 2</b> 1st Quarter - Due _____ <sup>2</sup>		<b>Payment 3</b> 2nd Quarter - Due _____ <sup>3</sup>	
<b>Employee</b>	<b>Backpay</b> Subject to Withholdings & Employer Payroll Tax	<b>Reimbursements</b> Expenses, 401(k) & /or Accrued Interest	<b>Interest</b> Earned During Installments	<b>Reimbursements</b> Expenses, 401(k) & /or Accrued Interest	<b>Interest</b> Earned During Installments
William Buroker, Estate of	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Jack Conway, Estate of	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Merlin Hoffer	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
John Houchin	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Ronald Houser	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Edward Huffman, Sr.	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Roger Leugers	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Deluth Meyer	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Michael Orahood, Sr.	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Tammy Page	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Everett Pitts, Sr.	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Ellen Potter	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Bruce Shoemaker	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
James Snyder	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Ronnie Taylor	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Richard Whiting	\$ 18,750.00	\$ 1,562.50	\$ 211.72	\$ 1,562.50	\$ 199.96
Subtotals	\$ 300,000.00	\$ 25,000.00	\$ 3,387.52	\$ 25,000.00	\$ 3,199.36
<b>TOTAL PAYMENTS DUE</b>	<b>\$ 300,000.00 + Employer Taxes</b>	<b>\$28,387.52</b>		<b>\$28,199.36</b>	

1 - Installment 1 is due within 10 days of the Board's approval of the Formal Compliance Stipulation

2 - Installment 2 is due on the 1st or 15th of the month, whichever is sooner, after 100 days of the Board's approval

3 - Installment 3 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 190 days of the Board's approval

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

<b>Payment 4</b>			<b>Payment 5</b>		<b>Payment 6</b>	
3rd Quarter - Due _____ <sup>4</sup>			4th Quarter - Due _____ <sup>5</sup>		5th Quarter - Due _____ <sup>6</sup>	
<b>Employee</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>
	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments
William Buroker, Estate of	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Jack Conway, Estate of	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Merlin Hoffer	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
John Houchin	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Ronald Houser	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Edward Huffman, Sr.	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Roger Leugers	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Deluth Meyer	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Michael Orahood, Sr.	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Tammy Page	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Everett Pitts, Sr.	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Ellen Potter	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Bruce Shoemaker	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
James Snyder	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Ronnie Taylor	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Richard Whiting	\$ 1,562.50	\$ 188.20	\$ 1,562.50	\$ 176.44	\$ 1,562.50	\$ 164.67
Subtotals	\$ 25,000.00	\$ 3,011.20	\$ 25,000.00	\$ 2,823.04	\$ 25,000.00	\$ 2,634.72
<b>TOTAL PAYMENTS DUE</b>	<b>\$28,011.20</b>		<b>\$27,823.04</b>		<b>\$27,634.72</b>	

4 - Installment 4 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 280 days of the Board's approval

5 - Installment 5 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 1 year and 10 days of the Board's approval

6 - Installment 6 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 1 year and 100 days of the Board's approval

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

	<b>Payment 7</b>		<b>Payment 8</b>		<b>Payment 9</b>	
	6th Quarter - Due _____ 7		7th Quarter - Due _____ 8		8th Quarter - Due _____ 9	
<b>Employee</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>
	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments
William Buroker, Estate of	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Jack Conway, Estate of	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Merlin Hoffer	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
John Houchin	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Ronald Houser	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Edward Huffman, Sr.	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Roger Leugers	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Deluth Meyer	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Michael Orahood, Sr.	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Tammy Page	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Everett Pitts, Sr.	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Ellen Potter	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Bruce Shoemaker	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
James Snyder	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Ronnie Taylor	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Richard Whiting	\$ 1,562.50	\$ 152.91	\$ 1,562.50	\$ 141.15	\$ 1,562.50	\$ 129.39
Subtotals	\$ 25,000.00	\$ 2,446.56	\$ 25,000.00	\$ 2,258.40	\$ 25,000.00	\$ 2,070.24
<b>TOTAL PAYMENT DUE</b>	<b>\$27,446.56</b>		<b>\$27,258.40</b>		<b>\$27,070.24</b>	

7 - Installment 7 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 1 year and 190 days of the Board's approval

8 - Installment 8 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 1 year and 280 days of the Board's approval

9 - Installment 9 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 2 years and 10 days of the Board's approval

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

<b>Payment 10</b>			<b>Payment 11</b>		<b>Payment 12</b>	
9th Quarter - Due _____ 10			10th Quarter - Due _____ 11		11th Quarter - Due _____ 12	
<b>Employee</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>
	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments
William Buroker, Estate of	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Jack Conway, Estate of	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Merlin Hoffer	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
John Houchin	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Ronald Houser	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Edward Huffman, Sr.	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Roger Leugers	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Deluth Meyer	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Michael Orahood, Sr.	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Tammy Page	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Everett Pitts, Sr.	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Ellen Potter	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Bruce Shoemaker	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
James Snyder	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Ronnie Taylor	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Richard Whiting	\$ 1,562.50	\$ 117.62	\$ 1,562.50	\$ 105.86	\$ 1,562.50	\$ 94.10
Subtotals	\$ 25,000.00	\$ 1,881.92	\$ 25,000.00	\$ 1,693.76	\$ 25,000.00	\$ 1,505.60
<b>TOTAL PAYMENTS DUE</b>	<b>\$26,881.92</b>		<b>\$26,693.76</b>		<b>\$26,505.60</b>	

10 - Installment 10 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 2 years and 100 days of the Board's approval

11 - Installment 11 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 2 years and 190 days of the Board's approval

12 - Installment 12 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 2 years and 280 days of the Board's approval

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

	<b>Payment 13</b>		<b>Payment 14</b>		<b>Payment 15</b>	
	12 Quarter - Due _____ <sup>13</sup>		13th Quarter - Due _____ <sup>14</sup>		14th Quarter - Due _____ <sup>15</sup>	
<b>Employee</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>
	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments
William Buroker, Estate of	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Jack Conway, Estate of	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Merlin Hoffer	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
John Houchin	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Ronald Houser	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Edward Huffman, Sr.	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Roger Leugers	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Deluth Meyer	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Michael Orahood, Sr.	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Tammy Page	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Everett Pitts, Sr.	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Ellen Potter	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Bruce Shoemaker	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
James Snyder	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Ronnie Taylor	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Richard Whiting	\$ 1,562.50	\$ 82.34	\$ 1,562.50	\$ 70.57	\$ 1,562.50	\$ 58.81
Subtotals	\$ 25,000.00	\$ 1,317.44	\$ 25,000.00	\$ 1,129.12	\$ 25,000.00	\$ 940.96
<b>TOTAL PAYMENTS DUE</b>	<b>\$26,317.44</b>		<b>\$26,129.12</b>		<b>\$25,940.96</b>	

13 - Installment 13 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 3 years and 10 days of the Board's approval

14 - Installment 14 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 3 years and 100 days of the Board's approval

15 - Installment 15 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 3 years and 190 days of the Board's approval

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

	<b>Payment 16</b>		<b>Payment 17</b>		<b>Payment 18</b>	
	15th Quarter - Due _____ <sup>16</sup>		16th Quarter - Due _____ <sup>17</sup>		17th Quarter - Due _____ <sup>18</sup>	
<b>Employee</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>	<b>Reimbursements</b>	<b>Interest</b>
	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments	Expenses, 401(k) & /or Accrued Interest	Earned During Installments
William Buroker, Estate of	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Jack Conway, Estate of	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Merlin Hoffer	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
John Houchin	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Ronald Houser	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Edward Huffman, Sr.	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Roger Leugers	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Deluth Meyer	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Michael Orahood, Sr.	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Tammy Page	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Everett Pitts, Sr.	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Ellen Potter	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Bruce Shoemaker	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
James Snyder	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Ronnie Taylor	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Richard Whiting	\$ 1,562.50	\$ 47.05	\$ 1,562.50	\$ 35.29	\$ 1,562.50	\$ 23.52
Subtotals	\$ 25,000.00	\$ 752.80	\$ 25,000.00	\$ 564.64	\$ 25,000.00	\$ 376.32
<b>TOTAL PAYMENTS DUE</b>	<b>\$25,752.80</b>		<b>\$25,564.64</b>		<b>\$25,376.32</b>	

16 - Installment 16 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 3 years and 280 days of the Board's approval

17 - Installment 17 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 4 years and 10 days of the Board's approval

18 - Installment 18 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 4 years and 100 days of the Board's approval

**INSTALLMENT SCHEDULE**  
**KLB Industries, Inc., d/b/a National Extrusion and Manufacturing Co.**  
**Cases 08-CA-037672 and 08-CA-037835**

	<b>Payment 19</b>	
	18th Quarter - Due _____ 19	
<b>Employee</b>	<b>Reimbursements</b>	<b>Interest</b>
	Expenses, 401(k) & /or Accrued Interest	Earned During Installments
William Buroker, Estate of	\$ 1,562.50	\$ 11.76
Jack Conway, Estate of	\$ 1,562.50	\$ 11.76
Merlin Hoffer	\$ 1,562.50	\$ 11.76
John Houchin	\$ 1,562.50	\$ 11.76
Ronald Houser	\$ 1,562.50	\$ 11.76
Edward Huffman, Sr.	\$ 1,562.50	\$ 11.76
Roger Leugers	\$ 1,562.50	\$ 11.76
Deluth Meyer	\$ 1,562.50	\$ 11.76
Michael Orahood, Sr.	\$ 1,562.50	\$ 11.76
Tammy Page	\$ 1,562.50	\$ 11.76
Everett Pitts, Sr.	\$ 1,562.50	\$ 11.76
Ellen Potter	\$ 1,562.50	\$ 11.76
Bruce Shoemaker	\$ 1,562.50	\$ 11.76
James Snyder	\$ 1,562.50	\$ 11.76
Ronnie Taylor	\$ 1,562.50	\$ 11.76
Richard Whiting	\$ 1,562.50	\$ 11.76
Subtotals	\$ 25,000.00	\$ 188.16
<b>TOTAL PAYMENT DUE</b>	<b>\$25,188.16</b>	

19 - Installment 19 is due on the 1st or 15th of the month, consistent with the date due for Installment 2, after 4 years and 190 days of the Board's approval