UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

National Labor Relations Board *Plaintiff,* v. Duane Jones *Defendant.*	))))))))))	Civil Action No. 19-cv-11776 Hon. Victoria A. Roberts

SUMMONS IN A CIVIL ACTION

To: Duane Jones

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Elliott Becker
National Labor Relations Board
Contempt, Compliance and Special Litigation Branch
1015 Half St. SE
Washington, DC 2057

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DAVID J. WEAVER, CLERK OF COURT

By: s/ S. Krause
Signature of Clerk or Deputy Clerk

Date of Issuance: June 14, 2019

Summons and Complaint Return of Service

Case No. 19-cv-11776
Hon. Victoria A. Roberts

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Duane Jones
was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____ , a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):* _____
_____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

NATIONAL LABOR RELATIONS BOARD,	)	
Plaintiff,	)	
v.	)	No.
D2 ABATEMENT, INC., PREMIER ENVIRONMENTAL SOLUTIONS, LLC, AND DUANE JONES	)	
Defendants.	)	

COMPLAINT ON PROMISSORY NOTE

The National Labor Relations Board ("Board"), an independent agency of the United States Government, complaining of the Defendants, D2 Abatement, Inc. ("D2"), Premier Environmental Solutions, LLC ("Premier"), and Duane Jones ("Jones") (collectively "Defendants"), alleges that:

1. This action is brought by the Board against the Defendants pursuant to a promissory note executed jointly by the Defendants in favor of the Board.

2. D2 is located at 36755 Metro Court Suite A, Sterling Heights, MI 48312, and is located within the Eastern District of Michigan.

3. Premier is located at 41105 Technology Park Drive, Sterling Heights, MI 48314, and is located within the Eastern District of Michigan.

4. Jones resides at 48900 Villa Dioro Circle, Shelby Township, MI 48315, which is located within the Eastern District of Michigan.

5. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §1345.

6. Venue is proper in this District pursuant to 28 U.S.C. §1391(b).

CAUSE OF ACTION

7. On June 29, 2016, the Board's Region 7 ("Region") in Detroit, Michigan issued an amended complaint against D2 and Premier, based on their alleged violations of Section 8(a)(5), and (1) of the National Labor Relations Act, 29 U.S.C. §§ 151-169 (the "Act") in Case No. 07-CA-133250. *See D2 Abatement, Inc. & Premier Envtl. Sols. LLC, Alter Egos & Dist. Council 1m, Int'l Union of Painters & Allied Trades (IUPAT), AFL-CIO*, 367 NLRB No. 9, p. 1 (Oct. 15, 2018) (A copy of the Board's Decision and Order is attached as Exhibit A).

8. At all material times, Jones has been the owner and president of both D2 and Premier.

9. On September 21, 2016, to resolve Case No. 07-CA-133250, Jones executed a Settlement Agreement on behalf of D2 and Premier (Exhibit B), and also executed a Promissory Note on behalf of D2, Premier and himself individually. (Exhibit B, pp. 8-9). The Regional Director for the Region approved this settlement on September 29, 2016. (Exhibit A, p. 1).

10. Pursuant to the terms of the Settlement Agreement and Promissory Note, D2, Premier and Jones are jointly and severally liable for the payment of $84,088.08. (Exhibit B, p. 8). This amount represents unremitted dues payable to the Charging Party union, and gross backpay amounts owed to bargaining unit employees of D2 and Premier. The Settlement Agreement provides that D2 and Premier "will make appropriate withholdings for each named employee."

11. The Promissory Note provides that:

(a) Defendants are "to make individual monthly installments to the Charging Party and each employee in the amounts provided for in Attachment A of the settlement agreement . . . beginning

on October 1, 2016, and on the first day of the each month thereafter, including the . . . final payment due and payable on September, 2019," and that "[e]ach installment shall bear interest after maturity at the rate of Twelve Percent (12%) per annum";

(b) [U]pon default with respect to any installment due, "the entire balance remaining unpaid shall, at the option of the holder of [the] promissory note, without notice be and become due and payable immediately, and interest on the unpaid amount shall begin to accrue at the rate of Twelve Percent (12%) per annum until paid in full"; and

(c) Defendants are to pay to the note holder, "reasonable attorney fees incurred for collection proceedings [initiated] for payment."

(Exhibit B, p. 9).

12. On November 29, 2016, Jones provided checks to the Region, dated December 2, 2016, for the first two installment payments, totaling $4,671.56, minus employee withholdings. (Exhibit A).

13. On March 1, 2017, Jones hand-delivered several checks to the Region, dated January 13, 2017. Together, the checks totaled an

amount equal to the third installment payment. (Exhibit A, p. 1; Exhibit C). The Region subsequently discovered that the bank account upon which the checks were drawn had been closed on February 24, 2017. (Exhibit A, p. 1, Exhibit D). Thus, these checks were bad, and this installment was not paid.

14. The Board has not received any further payments owed under the Settlement Agreement and Promissory Note, and has had no communications with Jones since his delivery of the bad checks on March 1, 2017.

15. On October 15, 2018, the Board issued a Decision and Order, holding that D2 and Premier had not complied with the Settlement Agreement and ordered that D2 and Premier comply. (Exhibit A).

16. On January 8, 2019, the Sixth Circuit enforced the Board's Order, in Case No. 18-2352. (Exhibit E).

17. The Board is the holder in due course and the lawful owner of the promissory note, pursuant to Mich. Comp. Laws § 440.3302.[1]

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[1] The Board no longer has possession of the original promissory note and its whereabouts cannot be determined. The Board was entitled to enforce the promissory note when loss of possession occurred. Non-possession of the promissory note did not occur because of a transfer or lawful seizure. The copy being presented to this Court is a true and

18. The Board, as holder of the promissory note, is entitled to enforce payment in its own name, pursuant to Mich. Comp. Laws. § 440.9601.

19. The promissory note matured and was due for payment beginning on October 1, 2016, in accordance with the terms of the note.

20. "To recover on a promissory note the government must first make a prima facie showing that (1) the defendant signed it, (2) the government is the present owner or holder and (3) the note is in default." *United States v. Petroff-Kline*, 557 F.3d 285, 290 (6th Cir. 2009), citing *United States v. MacDonald*, No. 93–1924, 1994 WL 194248, at *2 (6th Cir. May 16, 1994) (per curiam). As established above and in the attached Exhibits, all three of those elements are fulfilled here.

21. Further, Exhibit F is an affidavit in support of a certificate of indebtedness signed under penalty of perjury by the Compliance Officer for the Region, where this case initially arose. *See Guillermety v. Sec'y of Educ.*, 341 F. Supp. 2d 682, 688 (E.D. Mich. 2003) ("The Government

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correct copy of the original instrument and entitled to enforcement as if it was the original instrument. Mich. Comp. Laws § 440.3309.

can establish a prima facie case that it is entitled to collect on a promissory note if it introduces the promissory note and a certificate of indebtedness signed under penalty of perjury by a loan analyst.") (citing *U.S. v. Davis*, 28 Fed.Appx. 502, 503 (6th Cir. 2002)). While the Board does not employ loan analysts, the compliance officers in each Region work to ensure the proper and correct compliance with Board orders, including monies owed and the Compliance Officer for the Region is the appropriate person to attest to the indebtedness of the Defendants.

22. The Defendants are indebted to the Board on the Promissory Note in the principal sum of $79,416.52[2], plus interest accruing since December 1, 2016 at the rate of 12% per annum until paid in full. Defendants are further indebted to the Board for interest after judgment on the Promissory Note at the rate set forth in 28 U.S.C. §1961. Defendants are also indebted for the reasonable attorneys' fees associated with pursuing this matter.

WHEREFORE, the Board respectfully prays for judgment against the Defendants for the principal amount of $79,416.52, and interest

[2] The Board arrives at the $79,416.52 figure by subtracting the amount of the first two installment payments received from the Defendants,

accruing after December 1, 2016 at 12% per annum until judgment. The Board further prays that the Court order the Defendants to pay continuing interest on the total amount due on the note at the interest rate set forth in 28 U.S.C. §1961 from and after judgment until satisfied, for costs of this action, and reasonable attorney's fees associated with pursuing this action, and for any other such relief as the Court may deem proper.

Respectfully Submitted,

NATIONAL LABOR RELATIONS BOARD

/s Elliott Becker
Elliott Becker
(202) 273-3745

William Warwick
Contempt, Compliance, and Special
Litigation Branch
1015 Half St. SE
Washington, D.C. 20003
(202) 273-3849

Dated at Washington, D.C.
this 14th day of June, 2019.

$4,671.56, from the original amount owed pursuant to the Promissory Note, $84,088.08.

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

D2 Abatement, Inc. and Premier Environmental Solutions LLC, alter egos *and* District Council 1m, International Union of Painters and Allied Trades (IUPAT), AFL–CIO. Case 07–CA–133250

October 15, 2018

DECISION AND ORDER

BY MEMBERS MCFERRAN, KAPLAN, AND EMANUEL

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. Upon a charge filed by District Council 1M, International Union of Painters and Allied Trades, AFL–CIO (the Union), on July 22, 2014, and later amended on August 19, October 7, 8, and 29, 2014, the General Counsel issued a complaint on October 30, 2015, and an amended complaint on June 29, 2016, against D2 Abatement, Inc., and Premier Environmental Solutions, LLC (the Respondents), alleging that they were alter egos and had violated Section 8(a)(5) and (1) of the National Labor Relations Act. On November 13, 2015, Premier Environmental Solutions, LLC, filed an answer to the complaint.

Subsequently, the Respondents and the Union executed an informal settlement agreement, which was approved by the Regional Director for Region 7 on September 29, 2016. Pursuant to the terms of the settlement agreement, the Respondents agreed, among other things, to (1) reinstate employee Latoya Jackson, (2) recall employees Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson, (3) remove references to the discharge of Latoya Jackson and suspensions of Janita Williamson, (4) make employees whole for changes in wages, seniority, and vacation days, (5) remit dues to the Union that were deducted from employees' wages, and (6) post and mail an appropriate notice.

The settlement agreement also contained the following provision:

> The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Parties, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Parties, the Regional Director will reissue the amended complaint and compliance specification previously issued on June 29, 2016 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Parties understand and agree that the allegations of the aforementioned amended complaint and compliance specification will be deemed admitted and any Answer to such amended complaint and compliance specification will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Parties 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 amended complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations as provided for in the compliance specification. 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 Parties/Respondents at the last address provided to the General Counsel.

On October 13, 2016, the Compliance Officer for Region 7, on behalf of the General Counsel, sent a compliance package to the Respondents and the Respondents' counsel, by regular mail, containing copies of the Notice to Employees, a Certification of Compliance form to be completed by an official of the Respondents and returned to Region 7, and a detailed letter of the Respondents' obligations under the settlement agreement.

On November 8, 2016, the Regional Director sent a letter to the Respondents, by regular mail, notifying the Respondents that they had not complied with the terms of the settlement agreement, and stating that unless the Respondents provided evidence of compliance with the settlement agreement within 14 days, the complaint would be reissued and a motion for default judgment would be filed with the Board.

On November 29, 2016, the Respondents provided checks, post-dated December 2, 2016, constituting an amount equal to the first 2 monthly installment payments under the settlement agreement. On March 1, 2017, the Respondents provided checks, dated January 13, 2017, constituting an amount equal to a third monthly installment payment. The Region determined, however, that the associated checking account had been closed with a zero balance. No other payments were received by the Region.

Accordingly, pursuant to the terms of the noncompliance provision of the settlement agreement, on June 30, 2017, the Regional Director issued a Consolidated Amended Complaint and Compliance Specification Based on Breach of Affirmative Provisions of Settlement Agreement (reissued complaint) and the General Counsel filed a Motion for Default Judgment with the Board. On July 6,

Exhibit A

2017, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondents filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondents have failed to comply with the terms of the settlement agreement. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations in the reissued complaint are true. Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent D2 Abatement, Inc., has been a corporation with an office in Sterling Heights, Michigan, and has operated within customer facilities throughout Michigan and the United States, including the Ford Dearborn Assembly Plant (Ford Plant) in Dearborn, Michigan, and has been engaged in providing environmental recycling services.

At all material times, Respondent Premier Environmental Solutions, LLC, has been a company with an office in Sterling Heights, Michigan, and has operated within customer facilities throughout Michigan and the United States, including the Ford Plant in Dearborn, Michigan, and has been engaged in providing environmental recycling services.

At all material times, Respondent D2 Abatement, Inc., and Respondent Premier Environmental Solutions, LLC, have had substantially identical management, business purposes, operations, equipment, customers, supervision, and ownership.

About February 25, 2014, Respondent Premier Environmental Solutions, LLC, was established by Respondent D2 Abatement, Inc., as a disguised continuation of Respondent D2 Abatement, Inc.

Based on the operations and conduct described above, Respondent D2 Abatement, Inc., and Respondent Premier Environmental Solutions, LLC, are, and have been at all material times, alter egos within the meaning of the Act.

Since about July 24, 2015, Respondent Premier Environmental Solutions, LLC, has been a debtor-in-possession with full authority to continue its operations and to exercise all powers necessary to administer its business.

During the calendar year ending December 31, 2014, Respondent D2 Abatement, Inc., in conducting their operations described above, purchased and received at its Sterling Heights, Michigan, facilities goods valued in excess of $50,000 directly from points outside the State of Michigan.

During the calendar year ending December 31, 2014, Respondent Premier Environmental Solutions, LLC, in conducting its operations described above, purchased and received at its Sterling Heights, Michigan, facilities goods valued in excess of $50,000 directly from points outside the State of Michigan.

We find that at all material times, Respondent D2 Abatement, Inc., and Respondent Premier Environmental Solutions, LLC, have each been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

We find that at all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, President Duane Jones has been a supervisor of the Respondents within the meaning of Section 2(11) of the Act and an agent of the Respondents within the meaning of Section 2(13) of the Act.

2. At all material times, Latonya Kelley has been an agent of the Respondents within the meaning of Section 2(13) of the Act.

3. (a) The following employees of the Respondents (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All employees performing that certain type of work hereinafter called "Specialized Services" shall incorporate general industrial plant cleaning, deep cleaning, clean room cleaning, environmental cleaning, slug cleanup, hydro-cleaning, sandblasting, wet and dry cleaning, chemical cleaning, metallizing, power rodding and bucket machining, and such other work that comes under the trade jurisdiction of the Union done by the Employer.

(b) Since about 2003, and at all material times, the Respondents have recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from April 1, 2014, through March 31, 2018.

(c) At all times since about 2003, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining of the unit.

4. (a) Since about January 23, 2014, the Respondents have deducted union dues and fees from the wages of unit employees who have authorized such deductions, but have failed to remit the deducted sums to the Union.

(b) The Respondents took these actions contrary to the language of the unit employees' authorizations and without the consent of the unit employees or the Union.

5. About July 14, 2014, the Respondents administered a pre-employment drug test to employees working at the Ford Plant.

6. As a result of the Respondents' conduct described above in paragraph 5, on July 14, 2014, the Respondents terminated the employment of Latoya Jackson and suspended employee Janita Williamson.

7. (a) About July 18, 2014, the Respondents laid off their employees working at the Ford Plant.

(b) About August 22, 2014, the Respondents laid off their employees working at the Ford Plant.

8. About July 21, 2014, the Respondents lowered the wages of employees working at the Ford Plant to the starting wages outlined in the collective-bargaining agreement described above in paragraph 3(b), reset the seniority date of employees which resulted in some employees being deemed ineligible for the quarterly bonuses they previously received, and took away employees' accrued vacation hours.

9. About September 19, 2014, the Respondents implemented a new process for employees to follow to be recalled from a layoff.

10. About September 22, 2014, the Respondents failed to recall employees Darryl Ellsberry, Robert Foster, Christopher Smith, Antonieo Stevenson, Roger Via, and Janita Williamson.

11. The Respondents engaged in the conduct described above in paragraph 10 as a result of the Respondents' conduct described above in paragraph 9.

12. The subjects set forth above in paragraphs 4 through 10 relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.

13 (a) The Respondents engaged in the conduct described above in paragraphs 4 through 6, 7(b), and 8 through 10 without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondents with respect to this conduct and the effects of this conduct.

(b) The Respondents engaged in the conduct described above in paragraph 7(a), without affording the Union a meaningful opportunity to bargain with respect to the effects of this conduct.

14. Since about July 14, 2014, by the conduct described above in paragraphs 4 through 6, and 8 through 10, the Respondents have failed to honor their collective bargaining agreements with the Union.

Conclusion of Law

By the conduct described above in paragraphs 6 through 7(a), 8 through 11, 13, and 14, the Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of their employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

The unfair labor practices of the Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondents have engaged in certain unfair labor practices, we shall order them to take certain affirmative action designed to effectuate the policies of the Act. Specifically, we shall order the Respondents to comply with the unmet terms of the settlement agreement approved by the Regional Director for Region 7 on September 29, 2016.

Accordingly, we shall order the Respondents to offer Latoya Jackson immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and privileges she previously enjoyed; recall Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson to their former jobs without prejudice to their seniority or any other rights and privileges they previously enjoyed; remove from their files all references to the discharge of Latoya Jackson and suspension of Janita Williamson and notify the employees in writing that this has been done and that the actions will not be used against them in any way.

In addition, we shall order the Respondents to make whole the Union and employees by payment in the amount agreed to in the settlement agreement of $84,088.08, to be distributed to the Region in monthly installments.[1]

In limiting our affirmative remedies to those enumerated above, we note that the General Counsel is empowered under the noncompliance provisions of the settlement agreement to seek a “full remedy for the violations” found. However, in his Motion for Default Judgment, the General Counsel has not sought such additional remedies and we will not, sua sponte, include them.[2]

[1] Although the General Counsel’s motion states that the Respondents remitted the initial two monthly payments totaling $4,671.56, they failed to remit any subsequent installment payments. Accordingly, the Respondents shall remit the full remaining balance.

[2] See, e.g., *Benchmark Mechanical, Inc.*, 348 NLRB 576 (2006). The General Counsel specifically requested in his motion for default judgment that the Board order the Respondents to remit the balance of the amount due as well as the remedies sought in the Settlement Agreement. Therefore we construe the General Counsel’s motion as seeking enforcement of the unmet provisions of the settlement agreement.

The General Counsel additionally requests a make-whole remedy that includes reasonable consequential damages incurred as a result of the

ORDER

The National Labor Relations Board orders that the Respondents, D2 Abatement, Inc., and its alter ego Premier Environmental Solutions, LLC, Sterling Heights, Michigan, their officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer Latoya Jackson immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and privileges she previously enjoyed; and remove from their files all references to her discharge, and notify her in writing that this has been done and that the discharge will not be used in any way against her.

(b) Remove from their files all references to the suspension of Janita Williamson, and notify her in writing that this has been done and that the suspension will not be used against her in any way.

(c) Recall Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson to their former jobs without prejudice to their seniority or any other rights and privileges they previously enjoyed.

(d) Remit to Region 7 the amount set forth in the settlement agreement approved by the Regional Director on September 29, 2016, less any amounts that the Region verifies have already been paid, on behalf of the Union and employees Latoya Jackson, Janita Williamson, Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson, in accordance with the settlement agreement.

(e) Post at their facility and the Ford Sterling Axle Plant in Sterling Heights, Michigan, and at the Ford Dearborn Assembly Plant in Dearborn, Michigan, copies of the notice that the parties agreed to post as part of the settlement agreement. The notice shall be posted in the same manner as agreed to in the settlement agreement.

(f) Copy and mail to employees the notice that the parties agreed to copy and mail as part of the settlement agreement. The notice shall be copied and mailed in the same manner as agreed to in the settlement agreement.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents has taken to comply.

Dated, Washington, D.C. October 15, 2018

Lauren McFerran, Member

Marvin E. Kaplan, Member

William J. Emanuel Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Respondents' unfair labor practices and that the Respondents be ordered to "expunge from their files and records the results of drug tests unlawfully administered to employees." We deny the General Counsel's requests because these additional remedies were not included in the settlement agreement.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

D2 Abatement, Inc. and
Premier Environmental Solutions LLC,
Alter Egos

Case 07-CA-133250

Subject to the approval of the Regional Director for the National Labor Relations Board, each of the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in all places at the Charged Parties' facility in Sterling Heights, Michigan, that notices to employees are customarily posted. The Charged Parties will also post them in prominent places at the Ford Dearborn Assembly Plant in Dearborn, Michigan, and the Ford Sterling Axle Plant in Sterling Heights, Michigan. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Parties will also copy and mail, at their own expense, a copy of the attached Notice to all employees who were employed at any time since January 23, 2014, including those employees listed in Attachment A, attached hereto. Those Notices will be signed by a responsible official of the Charged Parties and show the date of mailing. The Charged Parties will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

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

BACKPAY AND REMITTANCE OF UNION DUES — Starting on October 1, 2016, and continuing for 36 consecutive months, the Charged Parties jointly and severally, and in accordance to a the promissory noted executed by the Charged Parties this same day, will make employees whole and remit union dues owed to the Charging Party by submitting to the Detroit NLRB office separate installment payments, made payable to each of the employees in the installment amount opposite each name on Attachment A. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. 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 that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Parties withdraw any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Parties fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve

Exhibit B

the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsel for the Charged Parties authorize 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 Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

D2 Abatement, Inc.	Yes _____ Initials	No _____ Initials
Premier Environmental Solutions LLC	Yes _____ Initials	No _____ Initials

PERFORMANCE — Performance by the Charged Parties 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 Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Parties, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Parties, the Regional Director will reissue the amended complaint and compliance specification previously issued on June 29, 2016 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Parties understand and agree that the allegations of the aforementioned amended complaint and compliance specification will be deemed admitted and any Answer to such amended complaint and compliance specification will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Parties 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 amended complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations as provided for in the compliance specification. 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 Parties/Respondents at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Parties do not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Parties did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Parties		Charging Party District Council 1M, International Union of Painters and Allied Trades (IUPAT), AFL-CIO	
D2 Abatement, Inc. By: Name and Title **Premier Environmental Solutions, LLC** By: Name and Title	Date 9-21-16	By: Name and Title	Date
Recommended By: Scott Preston, Counsel for the General Counsel	Date 9-21-16	Approved By: Terry Morgan Regional Director, Region 7	Date

Attachment A

Employee Name	Backpay Owed	Interest Owed	Total Owed	Installment Payments
Isaac Degraffenreid	$2,216.70	$214.38	$2,431.08	$67.53
Darryl Ellsberry	$5,693.05	$550.79	$6,243.84	$173.44
Robert Foster	$7,541.56	$729.44	$8,271.00	$229.75
Joel Gennette	$1,150.48	$111.32	$1,261.80	$35.05
Keshad Hutson	$10.00	$0.80	$10.80	$0.30
Latoya Jackson	$19,247.25	$1,861.71	$21,108.96	$586.36
Ronald Jennings	$2,400.38	$232.30	$2,632.68	$73.13
Timothy Kelley	$6,421.54	$621.14	$7,042.68	$195.63
Jerald Quickley	$1,322.87	$127.93	$1,450.80	$40.30
Donta Sims	$1,361.00	$131.56	$1,492.56	$41.46
Christopher Smith	$9,871.91	$954.73	$10,826.64	$300.74
Antonieo Stevenson	$2,309.10	$223.50	$2,532.60	$70.35
Carnell Thomas	$2,443.09	$236.39	$2,679.48	$74.43
Roger Via	$1,541.87	$149.05	$1,690.92	$46.97
Janita Williamson	$3,705.80	$358.60	$4,064.40	$112.90
Employee Totals:	$67,236.60	$6,503.64	$73,740.24	$2,048.34
Charging Party - Dues	$9,435.26	$912.58	$10,347.84	$287.44
Grand Totals:	$76,671.86	$7,416.22	$84,088.08	$2,335.78

(To be printed and posted on official Board notice form)

SECTION SEVEN OF THE NATIONAL LABOR RELATIONS ACT, A FEDERAL LAW, GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

District Council 1M, International Union of Painters and Allied Trades (IUPAT), AFL-CIO (the Union) is the exclusive collective bargaining representative of our employees in the following appropriate unit (the Unit):

> All specialized service workers, trainees, and helpers employed by Employer in the State of Michigan performing general industrial plant cleaning, deep cleaning, clean room cleaning, environmental cleaning, slug cleanup, hydrocleaning, sandblasting, wet and dry cleaning, chemical cleaning, metalizing, power rodding and bucket machining, and such other work that comes under the trade jurisdiction of the Union.

WE WILL NOT deduct and fail to remit union dues to the Union which you have authorized for deduction from your wages.

WE WILL NOT administer drug tests to you without bargaining with the Union.

WE WILL NOT suspend, discharge, lay off or fail to recall you from layoff, without bargaining with the Union.

WE WILL NOT lower your wages, reset your seniority dates, and/or take away your accrued vacation days without bargaining with the Union.

WE WILL NOT implement a new process for recalling you from a layoff without bargaining with the Union.

WE WILL NOT fail to honor our collective bargaining agreement with the Union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT in any like or related manner fail or refuse to bargain collectively and in good faith, with the Union as the exclusive collective bargaining representative of our employees in the Unit.

WE WILL offer Latoya Jackson immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and privileges she previously enjoyed; jointly and severally make her whole for wages and benefits that she lost, and for search-for-work and work-related expenses that she incurred because we discharged her; and remove from our files all references to her discharge, and notify her in writing that this has been done and that the discharge will not be used in any way against her.

WE WILL jointly and severally make whole Janita Williamson for wages and benefits that she lost because we suspended her; and remove from our files all references to her suspension, and notify her in writing that this has been done and that the suspension will not be used against her in any way.

WE WILL jointly and severally make you whole for your wages we lowered, your seniority dates we reset, and your accrued vacation days we took away, on about July 21, 2014.

WE WILL recall Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson to their former jobs without prejudice to their seniority or any other rights and privileges they previously enjoyed and **WE WILL** jointly and severally make them whole for the wages and other benefits they lost because we failed to recall them.

WE WILL remit to the Union $9,435.26 in union dues that we have deducted from you and owed to the Union since January 23, 2014.

WE WILL, if requested by the Union, rescind the new process for recalling you from layoff that we made without bargaining with the Union.

WE WILL honor our collective bargaining agreement with the Union.

WE WILL, upon request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees in the Unit.

D2 Abatement, Inc.
(Employer)

Dated: 9-21-16 **By:** President
(Representative) (Title)

Premier Environmental Solutions LLC
(Employer)

Dated: 9-21-14 **By:** President
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Telephone: (313)226-3200
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

PROMISSORY NOTE

Due: $84,088.08

D2 Abatement, Inc., Premier Environmental Solutions LLC, and Duane Jones (joint and severally), for value received, promise to pay by certified check to the order of the National Labor Relations Board, at its office located at Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 300, Detroit, Michigan 48226, the sum of eighty-four thousand, eighty-seven dollars and ninety-six cents ($84,088.08).

D2 Abatement, Inc., Premier Environmental Solutions LLC, and Duane Jones promise to make individual monthly installments to the Charging Party and each employee in the amounts provided for in Attachment A of the settlement agreement in Case 07-CA-133250 beginning on October 1, 2016, and on the first day of the each month thereafter, including the 36th and final payment due and payable on September 1, 2019. Each installment shall bear interest after maturity at the rate of Twelve Percent (12%) per annum.

It is further agreed that if D2 Abatement, Inc., Premier Environmental Solutions LLC, and Duane Jones, fail to make any payment as provided above, the entire balance remaining unpaid shall, at the option of the holder of this promissory note, without notice, be and become due and payable immediately, and interest on the unpaid amount shall begin to accrue at the rate of Twelve Percent (12%) per annum until paid in full. D2 Abatement, Inc., Premier Environmental Solutions LLC, and Duane Jones further agree to pay the holder of this promissory note its reasonable attorney fees incurred for collection proceedings that it may initiate for payment of this promissory note.

D2 Abatement, Inc.

By: _____ President _____ 9-21-16

Name Title: Date:

Address:

Premier Environmental Solutions LLC

By: _____ President _____ 9-21-16

Name Title: Date:

Address:

Duane Jones - Social Security number xxx-xx-2281

By: _____ 9-21-16
Duane Jones Date:

Address:

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3222

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Painters & Allied Trades Union $ **287.44

Two Hundred Eighty-Seven and 44/100********** DOLLARS

Painters & Allied Trades Union

MEMO

ORIGINAL

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑆ [redacted] [redacted] 2816⑈ 3222

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3222

Painters & Allied Trades Union 1/13/2017

287.44

Exhibit C

The Local Credit Unio 287.44

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and unlisted exceed industry standards.
Padlock design is a certification mark of Check Payment Systems Association

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3215

74-8519/2724

CHECK ARMOR FRAUD PROTECTION

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Janita Williamson $ **101.26

One Hundred One and 26/100********** DOLLARS

Janita Williamson
[redacted]
Detroit, MI 48203

MEMO Pay Period: 12/26/2016 - 01/08/2017

AUTHORIZED SIGNATURE

MP

⑆[redacted] [redacted] 2816⑈ 3215

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC

3215

Employee	SSN	Status (Fed/State)	Allowances/Extra
Janita Williamson, [redacted] Detroit, MI 48203	***-**-7108	Single	Fed-0/0
	Pay Period: 12/26/2016 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	112.90	112.90	112.90

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-3.00	-3.00
Social Security Employee	-7.00	-7.00
Medicare Employee	-1.64	-1.64
	-11.64	-11.64
Net Pay	101.26	101.26

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and unlisted exceed industry standards.
Protected design is a certification mark of Check Payment System Association

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3221

74-8519/2724

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Timothy Kelley Jr. $ **169.66

One Hundred Sixty-Nine and 66/100********** DOLLARS

Timothy Kelley Jr.
[redacted]
Detroit, MI 48224

MEMO Pay Period: 12/26/2016 - 01/08/2017

AUTHORIZED SIGNATURE

HEAT SENSITIVE

[redacted] 28 16 3221

Details on Back. Security Features Included

3221

PREMIER ENVIRONMENTAL SOLUTIONS LLC

Employee	SSN	Status (Fed/State)	Allowances/Extra
Timothy Kelley Jr., [redacted], Detroit, MI 48224	***-**-6470	Single	Fed-0/0
	Pay Period: 12/26/2016 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	195.63	195.63	195.63

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-11.00	-11.00
Social Security Employee	-12.13	-12.13
Medicare Employee	-2.84	-2.84
	-25.97	-25.97
Net Pay	169.66	169.66

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave - on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and unlisted exceed industry standards.
Padlock design is a certification mark of Check Payment Systems Association

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3209

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Antonieo Stevenson $ **60.36

Sixty and 36/100********** DOLLARS

Antonieo Stevenson
[redacted]
Detroit, MI 48228

MEMO Pay Period: 01/02/2017 - 01/08/2017

AUTHORIZED SIGNATURE

MP

⑆[redacted] 3[redacted] 28 16⑈ 3209

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3209

Employee	SSN	Status (Fed/State)	Allowances/Extra
Antonieo Stevenson, [redacted], Detroit, MI 48228	***-**-5593	Single	Fed-0/0
	Pay Period: 01/02/2017 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
salary	1:00	67.53	67.53	67.53

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-2.00	-2.00
Social Security Employee	-4.19	-4.19
Medicare Employee	-0.98	-0.98
	-7.17	-7.17
Net Pay	60.36	60.36

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

ORIGINAL DOCUMENT

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave© on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and unlisted exceed industry standards.
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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3220

74-8519/2724

CHECK ARMOR FRAUD PROTECTION

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Ronald Jennings $ **67.54

Sixty-Seven and 54/100********** DOLLARS

Ronald Jennings
[redacted]
Oak Park, MI 48237

ORIGINAL GENUINE ON ICON

AUTHORIZED SIGNATURE

MP

MEMO Pay Period: 12/26/2016 - 01/08/2017

⑆[redacted]⑈2816⑈ 3220

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC

3220

Employee	SSN	Status (Fed/State)	Allowances/Extra
Ronald Jennings, [redacted], Oak Park, MI 48237	***-**-2184	Single	Fed-0/0
	Pay Period: 12/26/2016 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	73.13	73.13	73.13

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-4.53	-4.53
Medicare Employee	-1.06	-1.06
	-5.59	-5.59
Net Pay	67.54	67.54

ENDORSE HERE

X

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Chemical Wash Detection Box

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SECURITY FEATURES:	DO NOT CASH IF:
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Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• "SECURE DOCUMENT" is not visible on front top right check corner
Security Weave® on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3212

74-6519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Darryl Ellsberry $ **147.18

One Hundred Forty-Seven and 18/100********** DOLLARS

Darryl Ellsberry
[redacted]
Detroit, MI 48228

AUTHORIZED SIGNATURE

MEMO Pay Period: 01/02/2017 - 01/08/2017

[redacted]28 16 3 2 1 2

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC

3212

Employee	SSN	Status (Fed/State)	Allowances/Extra
Darryl Ellsberry, [redacted], Detroit, MI 48228	***-**-4697	Single	Fed-0/0
	Pay Period: 01/02/2017 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
salary	1:00	173.44	173.44	173.44

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-13.00	-13.00
Social Security Employee	-10.75	-10.75
Medicare Employee	-2.51	-2.51
	-26.26	-26.26
Net Pay	147.18	147.18

ENDORSE HERE

X

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RESERVED FOR FINANCIAL INSTITUTION USE

Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• "SECURE DOCUMENT" is not visible on front top right check corner
Security Weave® on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3216

74-6519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Joel Gennette $ **32.37

Thirty-Two and 37/100********** DOLLARS

Joel Gennette
[redacted]
Macomb Twp, MI 48044

MEMO Pay Period: 12/26/2016 - 01/08/2017

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑆[redacted]⑈ 3216

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3216

Employee	SSN	Status (Fed/State)	Allowances/Extra
Joel Gennette, [redacted], Macomb Twp, MI 48044	***-**-6392	Single	Fed-0/0
	Pay Period: 12/26/2016 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	35.05	35.05	35.05

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-2.17	-2.17
Medicare Employee	-0.51	-0.51
	-2.68	-2.68
Net Pay	32.37	32.37

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave© on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and unlisted exceed industry standards.
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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3219

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Roger Via $ **43.38

Forty-Three and 38/100********** DOLLARS

Roger Via
[redacted]
Detroit, MI 48238

MEMO Pay Period: 01/02/2017 - 01/08/2017

AUTHORIZED SIGNATURE

HEAT SENSITIVE

[redacted] 28 16 3219

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3219

Employee	SSN	Status (Fed/State)	Allowances/Extra
Roger Via, [redacted], Detroit, MI 48238	***-**-4259	Single/Non-Exempt	Fed-2/0/MI-2/0
	Pay Period: 01/02/2017 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	46.97	46.97	46.97

Taxes	Current	YTD Amount
MI - Cities Work Tax	0.00	
MI - Cities Res Tax	0.00	
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-2.91	-2.91
Medicare Employee	-0.68	-0.68
MI - Withholding	0.00	
	-3.59	-3.59
Net Pay	43.38	43.38

Paid Time Off	Earned	YTD Used	Available
Vacation	0:00		-40:00

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3213

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Donta W Sims $ **38.29

Thirty-Eight and 29/100********** DOLLARS

Donta W Sims
[redacted]
Southfield, MI 48075

MEMO Pay Period: 12/26/2016 - 01/08/2017

AUTHORIZED SIGNATURE

MP

[redacted] [redacted] 2816" 3213

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3213

Employee	SSN	Status (Fed/State)	Allowances/Extra
Donta W Sims, [redacted], Southfield, MI 48075	***-**-4456	Single	Fed-0/0
	Pay Period: 12/26/2016 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	41.46	41.46	41.46

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-2.57	-2.57
Medicare Employee	-0.60	-0.60
	-3.17	-3.17
Net Pay	38.29	38.29

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other.
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• " " is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3218

74-8519/2724

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Robert L Foster $ **193.18

One Hundred Ninety-Three and 18/100********** DOLLARS

Robert L Foster
[redacted]
Westland, MI 48186

MEMO Pay Period: 01/02/2017 - 01/08/2017

AUTHORIZED SIGNATURE

HEAT SENSITIVE

[redacted] 28 16 3 2 18

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3218

Employee	SSN	Status (Fed/State)	Allowances/Extra
Robert L Foster, [redacted], Westland, MI 48186	***-**-2120	Single	Fed-0/0
	Pay Period: 01/02/2017 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
salary	1:00	229.75	229.75	229.75

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-19.00	-19.00
Social Security Employee	-14.24	-14.24
Medicare Employee	-3.33	-3.33
	-36.57	-36.57
Net Pay	193.18	193.18

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF
Foil Hologram	• Multi dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and untested exceed industry standards.
[illegible] Design is a certification mark of Check Payment Systems Association

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3214

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Isaac J Degraffenreid $ **60.36

Sixty and 36/100********** DOLLARS

Isaac J Degraffenreid
[redacted]
Dearborn, MI 48124

ORIGINAL GENUINE

AUTHORIZED SIGNATURE

MP

MEMO Pay Period: 01/02/2017 - 01/08/2017

[redacted] 2816" 3214

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC

3214

Employee	SSN	Status (Fed/State)	Allowances/Extra
Isaac J Degraffenreid, [redacted] Dearborn, MI 48124	***-**-5927	Single	Fed-0/0
	Pay Period: 01/02/2017 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
salary	1:00	67.53	67.53	67.53

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-2.00	-2.00
Social Security Employee	-4.19	-4.19
Medicare Employee	-0.98	-0.98
	-7.17	-7.17
Net Pay	60.36	60.36

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• "SECURE DOCUMENT" is not visible on front top right check corner
Security Weave® on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3211

74-8519/2724

CHECK ALERT

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF CHRISTOPHER SMITH $ **257.96

Two Hundred Fifty-Seven and 96/100********** DOLLARS

CHRISTOPHER SMITH
[redacted]
Detroit, MI 48221

MEMO Pay Period: 01/02/2017 - 01/08/2017

AUTHORIZED SIGNATURE

[redacted] [redacted] 2816" 3211

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3211

Employee	SSN	Status (Fed/State)	Allowances/Extra
CHRISTOPHER . SMITH, [redacted], Detroit, MI 48221		Single/Non-Exempt	Fed-0/0/MI-0/0
	Pay Period: 01/02/2017 - 01/08/2017		Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	1:00	300.74	300.74	300.74

Taxes	Current	YTD Amount
Federal Withholding	-30.00	-30.00
MI - Withholding	-12.78	-12.78
	-42.78	-42.78
Net Pay	257.96	257.96

ENDORSE HERE

X

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Chemical Wash
Detection Box

COLOR INSIDE THIS BOX
SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES.	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3210

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Carnell Thomas. $ **69.02

Sixty-Nine and 02/100********** DOLLARS

Carnell Thomas.

ORIGINAL GENUINE

AUTHORIZED SIGNATURE

MP

MEMO Pay Period: 01/02/2017 - 01/08/2017

[redacted] [redacted] 2816" 3210

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3210

Employee	SSN	Status (Fed/State)	Allowances/Extra
Carnell Thomas.		Single/Non-Exempt	Fed-1/0/MI-1/0
		Pay Period: 01/02/2017 - 01/08/2017	Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
salary	1:00	74.73	74.73	74.73

Taxes	Current	YTD Amount
MI - Cities Work Tax	0.00	
MI - Cities Res Tax	0.00	
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-4.63	-4.63
Medicare Employee	-1.08	-1.08
MI - Withholding	0.00	
	-5.71	-5.71
Net Pay	69.02	69.02

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
Chemically Sensitive Paper	• Stains or colored spots appear on front or back
Chemical Wash Detection Box	• Stains or discoloration appear in this area
Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
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Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

Security features listed and unlisted exceed industry standards.
[illegible] mark of Check Payment Systems Association

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

THE LOCAL CREDIT UNION
STERLING HEIGHTS, MICHIGAN 48310

3217

74-8519/2724

CHECK ARMOR

PREMIER ENVIRONMENTAL SOLUTIONS LLC
41105 TECHNOLOGY PARK DR
STERLING HEIGHTS, MI 48314-4155

1/13/2017

PAY TO THE ORDER OF Latoya Jackson $ **458.86

Four Hundred Fifty-Eight and 86/100********** DOLLARS

Latoya Jackson

MEMO Pay Period: 01/02/2017 - 01/08/2017

AUTHORIZED SIGNATURE

[redacted] [redacted] 2816" 3217

Details on Back. Security Features Included

PREMIER ENVIRONMENTAL SOLUTIONS LLC 3217

Employee	SSN	Status (Fed/State)	Allowances/Extra
Latoya Jackson		Single/Non-Exempt	Fed-1/0/MI-1/0
		Pay Period: 01/02/2017 - 01/08/2017	Pay Date: 01/13/2017

Earnings and Hours	Hours	Rate	Current	YTD Amount
salary	1:00	586.36	586.36	586.36

Taxes	Current	YTD Amount
MI - Cities Work Tax	0.00	
MI - Cities Res Tax	0.00	
Medicare Employee Addl Tax	0.00	
Federal Withholding	-61.00	-61.00
Social Security Employee	-36.35	-36.35
Medicare Employee	-8.50	-8.50
MI - Withholding	-21.65	-21.65
	-127.50	-127.50
Net Pay	458.86	458.86

ENDORSE HERE

X

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Chemical Wash Detection Box

COLOR INSIDE THIS BOX SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES	DO NOT CASH IF:
Foil Hologram	• Multi-dimensional foil icon is not present
True Watermark Paper	• A distinctive pattern is not visible in the paper when held to light
Heat Sensitive Ink	• Pink padlock and chain icon does not fade and reappear when warmed with finger or breath
Multi-Colored Prismatic Background	• Check pattern on front does not include multiple colors that blend into each other
Security Border and Microprint Lines	• Small type microprint lines appear as broken or solid lines
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Fugitive Ink on Back	• Ink on back looks pink or has disappeared
Toner Adhesion	• Printed information appears tampered with
Visible Fibers	• Red and blue fibers are not visible
Invisible Fibers	• White and blue fibers are not visible under ultraviolet light
VOID Indication	• "VOID" appears in this box
Secure Document	• [illegible] is not visible on front top right check corner
Security Weave on Backer	• "ORIGINAL DOCUMENT" does not appear on back

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AFFIDAVIT IN SUPPORT OF COMPLAINT TO ENFORCE PROMISSORY NOTE

I, Daniel M. Molenda, do hereby depose and state as follows:

1. I am employed as a Field Examiner for the National Labor Relations Board ("the Board"), Region 7. I am located at the Region's office located at 477 Michigan Avenue, Suite 300, Detroit, Michigan, 48226.

2. Around March 2017, I was serving as Region 7's Acting Compliance Officer.

3. As part of my duties as Acting Compliance Officer, I was responsible for overseeing and ensuring the collection of debts owed to the Board pursuant to orders of the Board, judgments entered by various courts and Settlement Agreements.

4. On March 1, 2017 the Region received the 3rd installment payment from Premier Environmental Solutions. I noted that the checks, which had been hand delivered, were dated January 13, 2017. I telephoned The Local Credit Union, the financial institution that the checks were drawn from. I spoke with a teller and asked to verify that there were sufficient funds in account #3376232816. The teller notified me that the account had been closed on February 24, 2017.

5. Around May 24, 2017, I called The Local Credit Union and spoke with Vice President of Retail Operations & Security Sherry Lawfield. Lawfield confirmed that the checks were not valid.

6. Around May 24, 2017, I sent an email to Sherry Lawfield requesting documentation showing the current status of account #3376242816. I further requested documentation showing when the account had been closed.

7. Around May 25, 2017, I received an email from the CEO of The Local Credit Union, Joseph F. Hallman. Hallman advised me that The Local Credit Union would appreciate receiving a subpoena.

8. Around June 16, 2017, pursuant to subpoena, the Region received a letter from Vice President of Retail Operations & Security Sherry Lawfield confirming that, among other things, Premier Environmental Solutions' checking account was closed at a zero balance on February 24, 2017. [Exhibit

Exhibit D

A hereto].

I hereby affirm under penalty of perjury that the statements set forth herein are true and correct to the best of my knowledge and belief.

Daniel Molenda

Daniel Molenda
Field Examiner
National Labor Relations Board,
Region 7
Patrick V. McNamara Federal Bldg.

477 Michigan Avenue, Suite 300
Detroit, Michigan, 48226

Dated at Detroit, Michigan this 16 day of May, 2019

THE LOCAL credit union

EST. 1949

Mr. Scott Preston;

Per our records, the checking account for Premier Environmental Solutions was closed at a zero balance on 02/24/2017. The savings account was closed 03/17/2017

The additional account for D2 Environmental is still open as of the date of this notice.

I have enclosed a copy of the bank statement for Premier Environmental indicating the closed dates.

If you need any additional information regarding this account, please feel free to contact me.

Thank you,

Sherry Lawfield

Sherry Lawfield
Vice President Retail Operations & Security
slawfield@thelocalcreditunion.com
586-264-1212 ext 230

BELOIT WI

Exhibit A

39139 MOUND ROAD • STERLING HEIGHTS, MI 48310
586.264.1212 • 800.974.6478 • Fax 586.264.9447
The Local Credit Union.com

No. 18-2352

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD,	)	**FILED** Jan 08, 2019 DEBORAH S. HUNT, Clerk
	)	
Petitioner,	)	
	)	
v.	)	J U D G M E N T
	)	
D2 ABATEMENT, INC., et al.,	)	
	)	
Respondents.	)	

Before: SUTTON, DONALD, and THAPAR, Circuit Judges.

The National Labor Relations Board ("the Board") applies for summary enforcement of its October 15, 2018 decision in Case No. 07-CA-133250 finding that Respondents D2 Abatement, Inc. and its alter ego Premier Environmental Solutions, LLC violated federal labor law. The Board also ordered Respondents to take certain remedial measures set forth in its order.

After the International Union of Painters and Allied Trades, AFL-CIO filed a charge against Respondents, the parties entered into an informal settlement agreement approved by the Regional Director for Region 7. The agreement authorized the Regional Director to issue a complaint if Respondents failed to comply with the agreement's terms. Although a compliance officer sent a compliance package to Respondents, they failed to comply with the terms of the settlement agreement. The Regional Director then notified Respondents of their failure to comply, warning that if they failed to provide evidence of compliance with the settlement agreement within fourteen days, the Regional Director would issue a complaint and move for a default judgment.

Exhibit E

The proceedings were transferred to the Board, and the Board ordered Respondents to show cause why a default judgment should not issue. Respondents did not respond. The Board issued a decision and order granting the motion for default judgment and ordering Respondents to take certain actions.

The Board now applies for summary enforcement of its October 15, 2018 decision, pursuant to 29 U.S.C. § 160(e). Section 160(e) provides that "[n]o objection that has not been urged before the Board, its member, agent, or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances." Respondent's failure to file objections precludes this court from considering any objections to the Board's order absent extraordinary circumstances. *NLRB v. Innkeepers of Ohio, Inc.*, 596 F.2d 177, 178 (6th Cir. 1979). No such circumstances have been alleged here.

The application for summary enforcement is **GRANTED**. It is **ORDERED** and **ADJUDGED** that the Board's October 15, 2018 decision and order in Case No. 07-CA-133250 is hereby enforced. Respondents D2 Abatement, Inc. and its alter ego Premier Environmental Solutions, LLC, its officers, agents, successors, and assigns shall abide by and perform the directions of the Board set forth in its order. (*See* Attached Order).

The mandate shall issue forthwith.

ENTERED BY ORDER OF THE COURT

Deborah S. Hunt, Clerk

NATIONAL LABOR RELATIONS BOARD

v.

D2 ABATEMENT, INC., AND ITS ALTER EGO
PREMIER ENVIRONMENTAL SOLUTIONS, LLC

ORDER

D2 Abatement, Inc., and its alter ego Premier Environmental Solutions, LLC, Sterling Heights, Michigan, their officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer Latoya Jackson immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and privileges she previously enjoyed; and remove from their files all references to her discharge, and notify her in writing that this has been done and that the discharge will not be used in any way against her.

(b) Remove from their files all references to the suspension of Janita Williamson, and notify her in writing that this has been done and that the suspension will not be used against her in any way.

(c) Recall Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson to their former jobs without prejudice to their seniority or any other rights and privileges they previously enjoyed.

(d) Remit to Region 7 the amount set forth in the settlement agreement approved by the Regional Director on September 29, 2016, less any amounts that the Region verifies have already been paid, on behalf of the Union and employees Latoya Jackson, Janita Williamson, Roger Via, Robert Foster, Janita Williamson, Darryl Ellsberry, Christopher Smith, and Antonieo Stevenson, in accordance with the settlement agreement.

(e) Post at their facility and the Ford Sterling Axle Plant in Sterling Heights, Michigan, and at the Ford Dearborn Assembly Plant in Dearborn, Michigan, copies of the notice that the parties agreed to post as part of the settlement agreement. The notice shall be posted in the same manner as agreed to in the settlement agreement.

(f) Copy and mail to employees the notice that the parties agreed to copy and mail as part of the settlement agreement. The notice shall be copied and mailed in the same manner as agreed to in the settlement agreement.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents has taken to comply.

AFFIDAVIT IN SUPPORT OF CERTIFICATE OF INDEBTEDNESS

I, Ethan N. Ray, do hereby depose and state as follows:

1. I am employed as the Compliance Officer for the National Labor Relations Board ("the Board"), Region 7. I am located at the Region's resident office at 110 Michigan Street NW, Room 299, Grand Rapids, Michigan 49503.

2. As part of my duties as Compliance Officer, I am responsible for overseeing and ensuring the collection of debts owed to the Board pursuant to orders of the Board, judgments entered by various courts and Settlement Agreements.

3. Respondents are indebted to the Board pursuant to a Settlement Agreement approved on September 29, 2016, in the amount of $84,088.08.

4. As of December 1, 2016, the principal amount currently due and owing to the Board pursuant to the Settlement Agreement is $79,416.52.

5. The Board's efforts to obtain Respondents' voluntary satisfaction of the Settlement Agreement debt to date have been unsuccessful.

6. The Board does not know the whereabouts of the original copy of the promissory note, and the Promissory Note's whereabouts cannot be determined, and it cannot be otherwise found.

7. However, the Board was entitled to enforce the Promissory Note when loss of possession occurred.

8. Non-possession of the Promissory Note did not occur because of a transfer or lawful seizure.

9. The copy being presented to this Court is a true and correct copy of the original instrument.

I hereby affirm under penalty of perjury that the statements set forth herein are true and correct to the best of my knowledge and belief.

Exhibit F

Digitally signed by
ETHAN RAY
Date: 2019.05.22
14:45:37 -04'00'

Ethan N. Ray
Compliance Officer
National Labor Relations Board,
Region 7
110 Michigan Street NW, Room 299
Grand Rapids, Michigan 49503

Dated at Grand Rapids, Michigan this 22nd day of May, 2019