

The Alleged FSI Arbitration Agreement

2. On April 2, 2013 I submitted my resume to an online blind job advertisement.
3. In response to a request, during discovery in the current litigation, Inhance produced a copy of the alleged job posting. *Attachment 1 to this Affidavit, produced by Inhance during discovery in current litigation.*
4. On May 7, 2013 I was contacted, by telephone, by Revenna Carroll (“Carroll”), Human Resources Director for FSI and asked to come to the offices of FSI, on May 10, 2013, for an interview for the posted Director, Health, Safety & Environment position.
5. On May 7, 2013, as part of the submission of qualifications, I submitted documents from previous employers, including a reference letter from Abel Hauri, President & CEO of Liquid Carbonic Inc., and a 1990 Fuji Hunt promotion announcement. *Attachment 2, 2a to this Affidavit, produced by Inhance during discovery.*
6. On May 13, 2013, Michael Koma (“Koma”) emailed me confirming the second interview on May 15, 2013 and indicating I would be meeting with Andrew Thompson (“Thompson”), FSI’s President and CEO, and that the meeting should be no more than 90 minutes. *Attachment 3 to this Affidavit.*
7. On May 15, 2013 I attended the offices of FSI for a second interview and met with Koma and Thompson, in individual meetings. During my meeting with Thompson, Thompson asked me what I would do if there was an EHS issue that I raised, that I felt was not being addressed by my supervisor. My answer was I would escalate the issue up the ladder. The same question was asked of me during my separate interview session with David Hutton, former V.P. Sales and Mark Torrey, former V.P. Finance.
8. On May 23, 2013 Carroll sent me an email with “Offer Letter” as the subject line and which stated “We are pleased to present the attached Offer of Employment to you for the HSE Director position. Please review and upon acceptance, please execute and return...”. *Attachment 4 to this Affidavit.*
9. The last sentence of the employment offer, attached to Carroll’s May 23, 2013 email states “In order to accept our offer, please sign and date this letter and return it to me as soon as possible.”, so on May 24, 2013 I signed the written offer for employment and emailed it to Ms. Carroll, at FSI. *Attachment 5 to this Affidavit, signed offer letter.*

10. I have never been asked, by an employer, to sign an employment agreement which included an arbitration clause. At the time of the signing of the Offer Letter, and during my employment with Fluoro-Seal Services LLC and then Inhance, I was unaware of what arbitration was or the process and costs involved in an arbitration proceeding. In addition, to date I have been unable to find the “rules for Model Employment Disputes of the American Arbitration Association”, referred to in the arbitration provision and was never provided a copy of same prior to, or after commencing employment on June 10, 2013. As Ms. Carroll indicated I should contact “her” with questions in the email, and the Offer Letter itself, I did not believe there was any reason to consult an attorney before signing. *Attachment 4; 5 to this Affidavit.*

11. On May 28, 2017 Ms. Carroll emailed stating in part, “We are so excited that you have accepted our offer and look forward to a long working relationship.”, and inquired whether I was able to start employment on June 3, 2017. *Attachment 6 to this Affidavit.*

12. On May 28, 2017 Ms. Carroll also emailed stating in part, “I’m really glad that you accepted our offer and know that you will prove extremely valuable to the Company.”. *Attachment 7 to this Affidavit.*

13. As my W-2 shows I was employed of Fluoro Seal Services LLC, during 2013, not Fluoro-Seal International LLC. On June 10, 2013 I commenced employment at Fluoro Seal Services LLC, as per my first pay stub. To my knowledge, I was never employed by Fluoro Seal International LLC. *Attachment 8; 8a to this Affidavit.*

14. On June 11, 2013 I was required to agree to, and sign, a document titled “Fluoro-Seal Policies”. The Fluoro Seal Policies agreement states **“I agree...and understand that my employment can be modified or terminated...at the option of the company or myself”**. *Attachment 9 to this Affidavit.*

15. During my employment at Fluoro Seal Services LLC and then Inhance, a number of employment related disputes arose, examples of some of the disputes are listed below as follows:

- a. On July 31, 2013 a dispute arose after I suspended production operations at the Homerville, Georgia facility. When I arrived at facility, I was informed by Michael Weeks, Plant Manager, of, and observed for myself, an improperly terminated emission stack pipe discharging Hydrogen gas directly into the facility instead of, by design, to outside environment, while at the same time welding was occurring

approximately 10 feet away from the discharge of Hydrogen gas. Fluoro Seal Services LLC did not demand this dispute be arbitrated.

- b. The first week of September, 2013 a dispute arose, between Koma and myself, over whether a proposed pilot plant installation was exempt from permitting on the basis that it met standard exemption for laboratory despite having been determined it did not meet requirements for pilot plant standard exemption due to Anhydrous Hydrogen Fluoride gas and Fluorine gas being present as part of the proposed installation, at the corporate office facility, 16223 Park Row, Houston, Texas, 77084. Fluoro Seal Services LLC did not demand this dispute be arbitrated. *Attachment 10; 10a to this Affidavit.*
- c. On September 16, 2013 as a result of the dispute between myself and Koma, I submitted a verbal complaint to Inhance against Koma for trying to coerce me into authorizing the construction and operation of the pilot plant, proposed at employer's corporate headquarters, under standard exemptions that I knew did not apply and Koma's shouting at me with a series of expletives. Carroll directed me to submit the complaint in writing. Fluoro Seal Services LLC did not demand this dispute be arbitrated. *Attachment 11 to this Affidavit.*
- d. On December 6, 2013 a dispute arose over the improper location of office entrance/exit door as employee could be struck by pilot plant door being opened into employee while entering/exiting his office. Fluoro Seal Services LLC did not demand this dispute be arbitrated. *Attachment 12 to this Affidavit.*
- e. On December 19, 2013 I advised Andrew Thompson that I did not agree that company should proceed with the planned modifications at company's Troy, Alabama facility without authorization from Alabama Department of Environmental Management ("ADEM"). Fluoro Seal Services LLC did not demand this dispute be arbitrated. *Attachment 13 to this Affidavit.*
- f. On December 21, 2013 a dispute arose over the investigation of the prohibited entry of employees into process reactor (prohibited entry mandated by OSHA). I was the employee responsible for investigating safety incidents, and also a potential witness, I wrote to HR Director advising of potential conflict and requested I be allowed to recuse myself from the investigation. The HR Director responded the same day

declining my request for recusal. Fluoro Seal Services LLC did not demand this dispute be arbitrated. *Attachment 14 to this Affidavit.*

- g. On January 23, 2014 a dispute arose when I advised Inhance of unauthorized and unabated emissions observed during a visit to Inhance's Houston facility. My supervisor, Koma, asserted that my concern "...does not seem probable or even possible that we could be emitting F2/HF through the heating and/or cooling cycle". Inhance did not demand this dispute be arbitrated. *Attachment 15 to this Affidavit.*
- h. Inhance subsequently was cited by Texas Commission on Environmental Quality (TCEQ) for unauthorized operation of the Houston facility pursuant to 30 TAC § 116.110(a) and unauthorized emissions from same, pursuant to the Texas Health and Safety Code 382.085(b). *Attachment 16 to this Affidavit.*
- i. On January 13, 2014 a dispute arose over the process for which my written complaint against Carroll, Inhance's HR Director at that time, would be resolved. I submitted a written complaint to Inhance; Inhance requested I meet with the accused in accused office; I declined; Inhance's President, Andrew Thompson advised that "company practice" is to investigate with a third party and requested I participate in the process; I requested copy of written "company practice"; Thompson advised me that there is no written procedure and he is acting on advice of counsel, allegedly a "third party" investigator; Gregory Christian, attorney for Inhance, contacted me, after work hours, advising he had been asked by Thompson to investigate "issues raised" by me; I did not participate in the company's internal investigation of my complaint beyond the filing of my written complaint, and did not receive a written response to my complaint from the accused and was never provided the results of Inhance's "investigation". Inhance did not demand this dispute be arbitrated. *Attachments 17, 18, 19 to this Affidavit.*
- j. On January 17, 2014 Koma declined my request for a meeting regarding the written authorization sought by Inhance, from the Alabama Department of Environmental Management ("ADEM") to operate Inhance's Troy, Alabama facility. Inhance did not demand this dispute be arbitrated. *Attachment 20 to this Affidavit.*
- k. On January 17, 2014 a dispute arose when I advised Inhance of my refusal to certify compliance as was part of the Arizona Department of Environmental Quality (ADEQ)

air permit annual requirements for company's Yuma, Arizona facility. As I had become aware, based upon discussions with two of the Inhance's management employees, that facility failed to monitor stack emissions, as required by permit, I could not make the certification for production year 2013. Inhance did not demand this dispute be arbitrated. *Attachment 21 to this Affidavit.*

1. On February 4, 2014 a dispute arose when Inhance terminated my employment. *Defendant's Motion to Compel and Stay Proceedings, ¶ 7.*

16. In response to my requests for production, Inhance produced the Inhance Employee Handbook. *Attachment 22 to this Affidavit, excerpts from the manual.*

17. I was employed by Inhance Technologies at the time of my termination, based on my W-2 for 2014 income year. *Attachment 23 to this Affidavit.*

18. Following my termination on February 4, 2014, a number of employment or termination of employment related disputes occurred as follows:

- a. On February 24, 2014 a dispute over my eligibility for unemployment benefits was resolved by the Texas Workforce Commission ("TWC"). The TWC rendered a decision, in my favor, on unemployment benefits dispute. In its Reason for Decision, the TWC stated: **"Our investigation found your employer fired you for a reason that was not misconduct connected to the work."** and cited **Section 207.044 of the Texas Unemployment Compensation Act**. Inhance did not demand this dispute be arbitrated. *Attachment 24 to this Affidavit.*
- b. On October 3, 2014 a dispute over Inhance's refusal to pay monies owed to me, was resolved through my filing a wage claim with the TWC. The TWC rendered a decision against Inhance and in my favor, ordering Inhance to pay disputed monies owed to me. **Inhance was found in violation of Chapter 61 of the Texas Labor Code.** Inhance did not demand this dispute be arbitrated. *Attachment 25 to this Affidavit.*
- c. On April 1, 2015 a dispute arose when Attorney Gregory J. Christian, of Paisner~Litven LLP, and attorney for Inhance, sent a letter to my attorney disputing the fact that I was terminated. Inhance did not demand this dispute be arbitrated. *Attachment 26 to this Affidavit.*
- d. On November 9, 2015 I filed suit against Inhance in the Harris County, 11th Judicial District Court. *Original Petition, filed November 9, 2015.*

Procedural Difficulties

19. In 2014 I retained attorney Jacqueline Armstrong's ("Armstrong") as counsel. Prior to Armstrong's voluntary withdrawal on June 26, 2017, my efforts were applauded by Armstrong on several occasions, including in an email on June 17, 2016, where she stated, "Awesome! Can't wait to see them. You're a terrific client, Fred." *Attachment 27 to this Affidavit.*

20. On April 26, 2017 I received an email from Armstrong advising she had "received a commitment from Inhance's lead counsel that they will not be invoking the arbitration clause." [Redacted client-attorney privilege] and continues stating "So we need to get cracking on the litigation [Redacted client-attorney privilege]...". *Attachment 28 to this Affidavit.*

21. Two days later, on April 28, 2017 Armstrong emailed me stating "This is a case that needs to be handled by a large firm willing to [Redacted client-attorney privilege]" and continues stating "The bottom line is that I cannot spend the time to guarantee you the best chance at prevailing in litigation. This is the first time in my 30 year career to find myself confronting this problem. It is not a happy realization" In her email, Armstrong did not mention or advise she had to withdraw due to a sick family member. *Attachment 29 to this Affidavit.*

22. On or about May 1, 2017 I contacted A Fullerton Law Firm PLLC and spoke to K. Fullerton about Ms. Armstrong's withdrawal notice of April 28, 2017. Mr. Fullerton advised that I should just let her withdraw because no lawyer will take over the case if I terminated the retainer. Mr. Fullerton also advised that, although he had a group of environmental justice lawyers who might be interested in the case, he could not help me until I acquired possession of the case file and brought it to him.

23. On May 2, 2017 Armstrong emailed referring me to the Section VII of the legal services agreement, p. 4, which states in part "If attorney decides to withdraw from case, she will protect the client's interests to the extent reasonably possible by giving the client reasonable notice, allowing client to obtain other lawyers, and giving the client papers and property in their possession which belong to the client. [Redacted client-attorney privilege]" And further states "As for my firm (challenged by other events impacting my family that diminishes the amount of time I can devote to contingency cases), but mostly because of the [Redacted client-attorney privilege]". Ms. Armstrong did not advise me of any family issues until May 2, 2017, after

providing initial notice of her withdrawal for an alternate reason, on April 28, 2017. *Attachment 30 to this Affidavit.*

24. On May 24, 2017 I advised Armstrong that “The next course of action is to oppose their motion to invoke arbitration.” *Attachment 31 to this Affidavit.*

25. On May 24, 2017 Armstrong emailed me stating “My next course of action is to withdraw. Your new attorney will oppose that action.” *Attachment 32 to this Affidavit.*

26. In Armstrong’s filed May 24, 2017 reply to my response to her motion for withdrawal, Armstrong states that “...counsel is already required by law to return the file to Mr. Nicholas and should this court grant Movants’ motion, everything Mr. Nicholas wants returned will be returned as a matter of course.” *Reply to Nicholas Response to Counsel’s Motion to Withdraw*, ¶ 5.

27. On May 25, 2017, in a thread of email correspondences with Steely, Armstrong serves her motion for withdrawal on Inhance and states “I would like to get my practice sorted before the next crisis arises in my brother's business.” *Attachment 33 to this Affidavit.*

28. At the hearing on Armstrong’s motion to withdraw, my position with respect to her withdrawal was that I was not opposing her withdrawal in principle, in fact I unequivocally conveyed to the Court that I did not want to use Armstrong service’s for any further matters in the case. I advised the Court that the reason I was opposing her motion was because of the statements included in her motion for withdrawal, regarding disagreements on the decisions on the case, which as she states, occurred **subsequent** to her withdrawal. During this hearing Armstrong also alleged that she had a lien and/or maintained an interest in the case. See *Jacqueline Armstrong, Motion to Withdraw as Counsel*, ¶ 2-5.

29. On June 26, 2017 the Court granted attorney Armstrong’s motion to withdraw as my attorney. See *June 26, 2017 Order granting Attorney Motion to Withdraw.*

30. The same day as the Court granted Armstrong’s motion to withdraw, I emailed Armstrong inquiring when I could pick up the case file and my funds in IOLTA. *Attachment 34 to this Affidavit.*

31. On June 29, 2017 Armstrong emailed me advising that the case file would be available for pickup on July 3, 2017 at her office and that it would be left with the receptionist. She also stated “I have completed the accounting and prepared the file for pick-up at my office...” and continues by stating “Best to bring a cart because it’s two banker’s boxes.”. Further, in the same

email, Armstrong advises that “Most has been scanned in my system in case your new counsel want to talk. [Redacted client-attorney privilege]” *Attachment 35 to this Affidavit.*

32. On July 6, 2017 I attended the law office of Armstrong and picked up what I believed was the complete case file, but upon briefly reviewing the contents of the two “banker’s boxes” noticed the file was incomplete, among other things, with respect to correspondences between the parties on the arbitration issue, and emailed Armstrong requesting she “Kindly forward all correspondences related to the above immediately as I require to continue my case”. *Attachment 36 to this Affidavit.*

33. As per Armstrong’s June 29, 2017 email, the completed accounting was included in one of the two “Banker’s boxes”. *Attachment 37 to this Affidavit.*

34. In response to my July 6, 2017 email, Armstrong emailed me stating “They were verbal in nature, I believe. But to the extent I have any emails, I’ll forward them.” *Attachment 38 to this Affidavit.*

35. On July 31, 2017 I received an email from Armstrong, with documents attached, in response to my request of July 6, 2017. In her email Armstrong states “[Redacted client-attorney privilege]...The documents have been scanned and are attached to this email. [Redacted client-attorney privilege]”, and further states “Hope the delay has not impacted your strategy [Redacted client-attorney privilege].” *Attachment 39 to this Affidavit.*

36. On October 8, 2017 I sent another email to Armstrong requesting certain documents related to my case. *Attachment 40 to this Affidavit.*

37. On October 8, 2017, in response to my email of the same day, Armstrong emailed me stating she “may have overlooked those items. I’ll check and send you those docs.” *Attachment 41 to this Affidavit.*

38. On October 9, 2017 Armstrong forwarded the documents requested in my October 8, 2017 email, but has yet to provide the complete case file. *Attachment 42 to this Affidavit.*

39. On July 6, 2017 Defendant Inhance served and filed Defendant’s Emergency Motion for Clarification, Motion to Stay Docket Control Order and Motion to Order Mediation, but did not move the Court to set a date for hearing on their motion. *See Defendant’s Emergency Motion for Clarification, Motion to Stay Docket Control Order and Motion to Order Mediation.*

40. Inhance’s emergency motion asserts “As stated in Plaintiff’s Motion to Withdraw, Response and Reply, Plaintiff’s prior attorney maintains a lien on this matter and has an interest

in any settlement.” *See Defendant’s Emergency Motion for Clarification, Motion to Stay Docket Control Order and Motion to Order Mediation, p. 2.*

41. My response to my attorney’s motion to withdraw does not discuss or mention any alleged lien on my case by Armstrong. *See Response to Motion to Withdraw as Counsel and Request for TRCP Rule 13 Sanctions.*

42. Inhance’s emergency motion also asserts that “Ms. Armstrong, prior counsel, has also indicated a willingness to attend.” *See Defendant’s Emergency Motion for Clarification, Motion to Stay Docket Control Order and Motion to Order Mediation, p. 2.*

43. On July 14, 2017 I filed an emergency motion requesting among other things, a continuance of the July 17, 2017 hearing on Defendant’s Motion to Compel. *See Plaintiff’s Emergency Motion to Stay Docket Control Order and Court Proceedings, Motion to Order Mediation and Request for Emergency Hearing.*

44. On July 17, 2017 I attended the hearing, with the expectation that I would get a hearing on my motion. *See Attachment 43, Transcript of July 17, 2017 hearing.*

45. During the July 17, 2017 hearing, attorney for Inhance, Rachel Steely, stated “Number one, we believe his prior attorney needs to be at that mediation because of her interest in the settlement as well.” *Attachment 43, Transcript of July 17, 2017 hearing, p. 4.*

46. I advised the Court, at the July 17, 2017 hearing, there is nothing in the record disclosing the contractual relationship between Armstrong and myself. In fact, despite Armstrong’s representations in her motion for withdrawal and reply to my response, I did not contract with Armstrong and Associates, I contracted with Jacqueline Armstrong, attorney. *Attachment 43, Transcript of July 17, 2017 hearing, pp. 10-11.*

47. In fact the account statement included in the “banker’s box”, picked up from Armstrong’s office on July 6, 2017 shows there is no balance owed on the account and money was refunded to me. *Attachment 37 to this Affidavit.*

48. During the July 17, 2017, Steely further stated “So they sent notice to me he is filing a grievance.” *Attachment 43, Transcript of July 17, 2017 hearing, p. 5.* I have not filed any grievance, against Steely, with the Texas Bar Association or any other entity.

49. Steely further asserts “...one of his exhibits to his motion states that...”. *Attachment 43, Transcript of July 17, 2017 hearing, p. 5.*

50. Ms. Steely continues in asserting “Based on that, the fact that we have these outlying issues with theses grievances and lawsuits, whatever else with prior counsel...”. I have not filed any grievance, against my former attorney, or attorneys for Inhance, with the Texas bar Association or any other entity, nor have I filed suit against Armstrong. *Attachment 43, Transcript of July 17, 2017 hearing, p. 6.*

51. Ms. Steely continues in asserting “We also, Your Honor, on Friday in writing as well offered to provide him any information that he needed for the hearing today that he claims he didn't have from his lawyer.” *Attachment 43, Transcript of July 17, 2017 hearing, p. 12.*

52. At the hearing of July 17, 2017, I advised the Court that Armstrong had been advised of the incomplete file, in addition to the issue of finding new counsel. *Attachment 43, Transcript of July 17, 2017 hearing, pp. 8; 12.*

53. At the hearing of July 17, 2017 the Court stated that “Here is what I am going to do. I am going to do the Motion to Compel Arbitration on the submission docket. I am going to give you until August 7 to file all responses to their Motion to Compel Arbitration and then I will take a look at the Motion to Compel Arbitration and then I will make a ruling on it on the submission docket.” *Attachment 43, Transcript of July 17, 2017 hearing, pp. 13-14.*

54. At the same hearing the Court stated that “If I were to grant their Motion to Compel Arbitration, which I don't know what I am going to do because I haven't looked at the whole thing, I haven't looked at your response...” *Attachment 43, Transcript of July 17, 2017 hearing, p. 14.*

55. At the same hearing the Court stated that “I will give you until August 7 to respond to their Motion to Compel Arbitration. That will give you some time to find a lawyer and have a lawyer help write your response if you need to.” *Attachment 43, Transcript of July 17, 2017 hearing, p. 14.*

56. At the same hearing, I asked the Court “Am I going to get a hearing on this motion?” to which the Court responded “This is it.” *Attachment 43, Transcript of July 17, 2017 hearing, p. 15.*

57. At the hearing of July 17, 2017 the Court did not provide notice of the date the Court would be making a final ruling on Defendant's Motion to Compel and Stay Proceedings. At no time during the hearing did I agree to submit a response by August 7, 2017 as I had no control

over when Armstrong would provide the complete file, as requested by Fullarton Law Firm, above on May 1, 2017. *Attachment 43, Transcript of July 17, 2017 hearing.*

58. On August 7, 2017 I reviewed the emails, attached to the email, received from Armstrong on July 31, 2017, and was shocked to discover that a scanned email, dated April 23, 2017, from Rachel Steely, attorney for Inhance, to Armstrong, stating “**We are not pursuing arbitration. Thank you.**”, was attached. I had not seen this email prior to August 7, 2017 as Armstrong had not provided it to me prior. Armstrong had advised me, in my second request for missing documents on July 6, 2017, that she believed the arbitration correspondences was verbal. *Attachment 36 to this Affidavit; Attachment 38 to this Affidavit; Attachment 44 to this Affidavit.*

59. The above April 23, 2017 email from Steely to Armstrong was in response to an email from Armstrong to Steely, cc. Mike Rahmn, dated April 21, 2017 and stating “Before proceeding any further in this litigation, I must know if Inhance is invoking the arbitration clause in Mr. Nicholas’s employment agreement. I had brought this clause to Mike Rahmn’s attention on several months ago and asked Inhance’s intent. Because of the time constraints of the amended docket control order, I must have an immediate and definitive answer on this issue.” The “employment letter agreement” was attached to this email. *Attachment 44a to this Affidavit; Attachment 5 to this Affidavit, signed offer letter.*

60. On August 7, 2017 I emailed Steely requesting a document and asked if she was in agreement in providing the document. Ms. Steely did not acknowledge the request despite informing the Court at the July 17, 2017 hearing that she “...offered to provide him any information that he needed.” *Attachment 45 this Affidavit; See Attachment 43, Transcript of July 17, 2017 hearing, p. 12.*

61. On August 7, 2017 I emailed Steely advising I would be arguing Defendant’s Motion to Compel orally and would not be submitting a written response. *Attachment 46 this Affidavit.*

62. During the period between August 7 and August 14, 2017, I contacted the Court, and spoke to the clerk, Ms. DeLaRosa. I advised Ms. DeLaRosa that I was seeking a hearing date for hearing on Defendant’s Motion to Compel, but she advised that the rules of the 11 Judicial District Court only allow the moving party to request a hearing on motion.

63. On August 14, 2017 Inhance’s attorney, Rahmn, emailed me providing dates of his availability to complete the hearing on their Motion to Compel arbitration and asked me to let them know when I had confirmed a hearing date with the court. *Attachment 47 to this Affidavit.*

64. The same day Rahmn emailed me again advising me to contact the court for a date for the hearing of Defendant's Motion to Compel. *Attachment 48 to this Affidavit.*

65. The same day I emailed Rahmn advising that I had already contacted the court and "I was advised by the court clerk that the rules of Judge Hawkins court are, inter alia, the movant must request hearing." *Attachment 49 to this Affidavit.*

66. On August 20, 2017, I filed a letter with the Court, advising that I would be providing oral arguments in opposition to Inhance's motion to compel and was awaiting hearing on the motion. *Attachment 50 to this Affidavit.*

67. On November 16, 2016, I responded to Inhance's interrogatories where they sought discovery on physical health, mental anguish and punitive damages in the context of my original petition. *Attachment 51 to this Affidavit.*

68. On October 2, 2017 I became aware, for the first time, that on August 16, 2017, the Court had granted Inhance's Motion to Compel Arbitration and Stay Proceedings Pending Arbitration. *See August 16, 2017 Order Compelling Arbitration and Staying Proceedings; Plaintiff's T.R.C.P., Rule 306a(5) Motion to Establish Date Plaintiff Acquired Knowledge of August 16, 2017 Orders to Compel Arbitration and Stay Proceedings.*

69. I did not receive notice from the Court or any other source of the signing of the August 16, 2017 Order to Compel Arbitration. *See Plaintiff's T.R.C.P., Rule 306a(5) Motion to Establish Date Plaintiff Acquired Knowledge of August 16, 2017 Orders to Compel Arbitration and Stay Proceedings.*

70. I did not receive notice from the Court, or any other source, that a hearing on final ruling on the Defendant's Motion to Compel Arbitration and Stay Proceedings Pending Arbitration had been scheduled.


I declare under penalty of perjury under the laws of the State of Texas that the above is true and correct.

FURTHER AFFIANT SAITH NOT.



Frederick Nicholas

SWORN TO AND SUBSCRIBED TO BEFORE ME, on the 30 day of October, 2017.

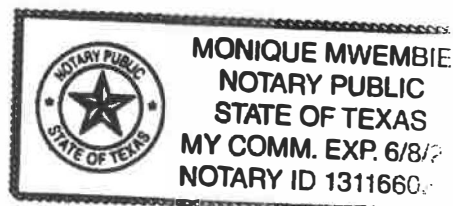

NOTARY PUBLIC
STATE OF TEXAS

My commission expires:

06-08-21

Printed name of Notary:

Monique Mwembie



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EH&S Director

A strong, growing specialty chemical company headquartered in Houston, Texas looking for an energetic leader in Environmental Health and Safety. Our organization is multi-national, expanding and growing quickly and looking for leaders to drive our EH&S process growth and improvement. Successful candidate will be an experienced EH&S professional that is capable of leading functional, specific plant programs and rollouts, while focusing on the strategic direction of the company's Environmental Health and Safety direction.

Responsibilities:

Environmental

- Lead air approval projects through the preparation of permit (NSR, Title V, PSD, PBR, Standard) applications and agency negotiations to ensure optimal permit conditions, frequently working with consultants
- Responsible for matters related to environmental permitting and compliance. Work with plant personnel to ensure plant compliance with environmental regulations in day-to-day operations.
- Coordinate agency information requests
- Lead plant personnel in inspections/investigations (both on-site and "records review") by local, state, or federal agencies
 - Train Plant Personnel on local environmental rules and regulations as appropriate
- Prepare and submit routine compliance reports to agencies
- Review proposed project changes to evaluate permitting needs
- Evaluate impact of proposed regulations on site plants and facilities
- Facilitate implementation of new regulations in site facilities
- Utilize operating discipline to ensure consistency among site and state air permit writers
- Perform, or ensure completion, of impacts and modeling as required
- Develop site audit protocols. Perform annual site audits, make recommendations as warranted to Leadership Committee. Review plant environmental inspections, training and associated documentation ensuring that they are in alignment with company policies.

Health & Safety

- Benchmark and improve training program of employees, including new hire orientations, on QHSE requirements to ensure compliance with regulations.
- Coordinate QHSE inspections and audits of equipment and facility to make sure they meet company and regulatory compliance.

- Develop site audit protocols. Conduct annual Site Safety Audits. Review plant associated inspections, training and safety documentation ensuring that they are in alignment with company policies.
- Perform hazard analysis, job safety analysis, accident/incident investigations and associated written reports.
 - Train and Support Plant Management in JSA and investigations
- Develop and maintain facility emergency response procedures.
 - Train and Support Plant Management in ER
- Manage, coordinate and chair monthly leadership safety committee meetings in addition to recording meeting minutes.
- Assess manufacturing PPE needs, coordinate corporate/sites Industrial Hygiene Programs.
- Benchmark, improve and maintenance Material Safety Data Sheet (MSDS) files.
- Drive Environmental Health and Safety Performance to attaining advanced certifications in alignment with corporate initiatives (eg. OSHA VPP Star Status, ISO 14001, ISO 18001 and/or SOCMA Chemstewards)
- Development and implementation of a comprehensive Industrial Hygiene program across all manufacturing sites.
- Assist local management to ensure incident response meets corporate requirements.
- Serve as the lead contact on behalf of Fluoro-Seal manufacturing operations and government visits / information requests.
- Lead training and implementation of a corporate Incident Investigation Protocol

Job Requirements:

- Bachelors Degree in Engineering is required (Chemical Degree is preferred)
- Previous experience in EH&S and Process Safety Management is required.
- Candidate must be proficient in standard MS Office applications (Word, Excel, PowerPoint, Outlook).
- Must be able to travel by air and car.
- Must be able to climb ladders, lift up to 35 lbs, squat, keen sense of smell, make visual/audio observations and physically test safety/environmental equipment.

Additional skills:

- Candidate must be able to handle a variety of tasks simultaneously and must be able to prioritize work to meet internal and external deadlines.
- Strong written and oral communications skills are necessary, as this position requires interaction with various levels of management, as well as interaction with government agencies.
- Candidate should be able to demonstrate strong logical thinking and computational skills in order to ensure compliance with permit limits.
- Candidate must be able to lead project meetings and to give presentations to small and medium sized groups of people.

Attachment 2 to Affidavit of Frederick Nicholas



LIQUID CARBONIC INC.

140 Allstate Parkway, Markham, Ontario L3R 5Y8
Telephone: (905) 477-4141 Fax: (905) 477-2088

January 12, 1996

To Whom it may concern:

As a consequence of a change in ownership of this company's parent corporation in the US, there has been a merger of the two organizations in Canada with a resulting reduction in the number of positions available for existing personnel. Since the new structure is based on the company being managed mostly from the US, a good number of management positions have been eliminated.

Mr. Fred Nicholas is leaving this company with an outstanding record. His excellent performance was proven in many different situations since he joined us as Manager of Environmental affairs almost three years ago. His outstanding technical capabilities, hard working personality plus his persistence in the search of new ways to improve the environmental performance of the company, made him reach a position presently reporting to the President of the company and the Environmental Committee of the Board of Directors.

Fred has solved in a very short period of time long standing environmental problems helping move the company from a reactive into a pro-active mode in the environmental field. Under his guidance we have been able to move ahead of current regulations to be ready for the future.

It is my privilege to be able to recommend Fred for any managerial or staff position in his field of expertise. A more experienced, conscientious and responsible individual will be difficult to find. It is a big loss for this company not being able to maintain him in its top advisory team.

Sincerely,



Abel Hauri
President & CEO

PROMOTION ANNOUNCEMENT

**Effective immediately, Mr. Frederick Nicholas is named
Manager, Corporate Technical Services/Environmental Affairs.**

Under the direction of Mr. Nicholas, the newly formed Corporate Technical Services Department will be responsible for the development and/or coordination of the Technical and Environmental Affairs of the Corporation. Included in this area of responsibility will be: The search for, and the evaluation of, new business opportunities; the development of overall due diligence procedures for the Corporation's Environmental policies, including regulatory audits and interface with the Corporate Environmental attorneys; to provide required technical staff assistance to Manufacturing and Marketing, particularly in the area of Environmental regulatory compliance; and to interface with appropriate functions within Fuji, Tokyo, and other Fuji and Fuji Hunt organizations on a global basis.

Mr. Nicholas will continue to be responsible to the President for all reporting functions of his new position, but will work closely with all senior Department Managers.

Please join with me in providing total support to Fred as he proceeds with the expansion of these challenging responsibilities.



Charles H. Summerer

CHS/bls



Fred Nicholas <fnicholas247@gmail.com>

Return Visit

Michael Koma <mkoma@fsicorp.com>
To: Fred Nicholas <fnicholas247@gmail.com>

Mon, May 13, 2013 at 3:40 PM

Fred,

Excellent. See you this Wednesday. You will be meeting with Andy Thompson our President and CEO as well as with me again. The total meeting time should be no more than 90 minutes.

Michael Koma

Executive Vice President of Manufacturing Fluoro-Seal

16360 Park Ten Place, Suite 325

Houston TX 77084

Phone: 281-578-1440 x 312

Cell: 281-468-3131

Fax: 281-578-3159

E-mail: mkoma@fsicorp.com

Web: www.fluoroseal.com

From: Fred Nicholas [mailto:fnicholas247@gmail.com]
Sent: Saturday, May 11, 2013 6:45 PM
To: Michael Koma
Subject: Re: Return Visit

[Quoted text hidden]

Attachment 4 to Affidavit of Frederick Nicholas

Fred Nicholas <fnicholas247@gmail.com>

Offer Letter

Revena Carroll <rcarroll@fsicorp.com>
To: fnicholas247@gmail.com

Thu, May 23, 2013 at 3:57 PM

Fred,

We are so pleased to present the attached Offer of Employment to you for the HSE Director's position. Please review and upon acceptance, please execute and return to me via email/scan/fax. We look forward to hearing from you regarding your decision. Please feel free to contact me with any questions.

Revena Carroll
Director of Human Resources
Fluoro-Seal International
16360 Park Ten Place, Suite 325
Houston TX 77084
Voice: 281-578-1440
Fax: 281-578-3159
E-mail: rcarroll@fsicorp.com
Web: www.fluoroseal.com
Transforming Plastics. Making the Impossible Possible

 Nicholas 052213.pdf
416K



Fluoro-Seal International

An ISO Certified Company

May 22, 2013

Mr. Frederick Nicholas
15830 Cambridge View Drive
Friendswood, TX 77546

Delivered via email: fnicholas247@gmail.com

Dear Fred:

We are delighted to extend you an offer of employment with Fluoro-Seal International LLC (the "Company") on the terms set out in this letter agreement (the "Letter Agreement"). We are extremely excited about the possibility of having you join our team and look forward to working with you to make the Company a great success.

As we discussed, if you accept this offer of employment, you will be employed as the Company's Health, Safety and Environmental (HSE) Director. As of your start date (such date, the "Effective Date"), which is expected to be on or around, June 10, 2013, you will be a full-time "at-will" employee (which means that either you or the Company may terminate your employment at any time, for any reason, with or without cause or advance notice), with your employment subject to the following terms:

1. **Duties.** You agree to perform your duties and responsibilities as the Company's HSE Director to the best of your abilities in a diligent, trustworthy, businesslike and efficient manner and to adhere to all laws and ethical standards in performing your duties. During your employment with the Company, you will be expected to devote your full time and attention to the business and affairs of the Company and its subsidiaries. This means that you are not permitted to maintain an active role in any business other than the Company.
2. **Compensation.**
 - (a) **Base Salary.** Your annual base salary will be one hundred and three thousand dollars (\$103,000.00) ("Base Salary"), payable to you in regular installments in accordance with the Company's general payroll practices for its salaried employees. Your Base Salary shall be subject to withholding of all applicable taxes and governmental charges in accordance with all federal, state and local laws.
 - (b) **Annual Bonus.** In addition to your Base Salary, you will be eligible to participate in the Company's annual bonus program, which will entitle you to receive an annual bonus based on achievement of performance targets established by the Company. Your participation level will correspond to your position with the

Company. For the current performance year, your bonus eligibility will be fifteen percent (15%) of your Base Salary at the performance targets. Depending on the Effective Date, your annual bonus may be pro-rated by the Company for your year of hire. Any annual bonus that you earn will be subject to withholding of all applicable taxes and governmental charges in accordance with all federal, state and local laws and will be paid to you no later than three (3) months following the close of the Company's performance year, provided that you are employed by the Company on the last day of the applicable performance period. The Company's program for incentive compensation may be changed for future bonus periods.

3. Vacation and Benefits. You will be entitled to two (2) weeks' paid vacation per year (prorated for any partial calendar year of employment with the Company) in accordance with the Company's policies and procedures regarding vacation. The days you select for your vacation must be mutually agreeable with the Company. In addition, during your employment with the Company, you will be eligible to participate in the Company's benefit plans and programs that are generally made available to the Company's salaried employees. Your participation in the Company's benefit plans and programs will be subject to the applicable plan documents and applicable laws.
4. Expenses. You will be entitled to reimbursement for all reasonable and, where appropriate, approved and documented out-of-pocket travel, entertainment and other business expenses reasonably incurred in the performance of your duties, consistent with the Company's business expense reimbursement policies in effect from time to time.
5. Termination of Employment. In the event of your termination of employment, the Company shall pay to you in a lump sum within thirty (30) days following such termination of employment (or at such other time as set forth herein or in any applicable plan, program or policy, or as required by law): (i) your Base Salary through the date of your termination; (ii) the annual bonus that you are entitled to receive in accordance with the Company's standard policies; (iii) any amount that is vested and owed to you under any benefit plan in which you participate; (iv) reimbursement for any previously unreimbursed business expenses; and (v) your accrued and unused vacation pay in accordance with the Company policy. All payments will be subject to withholding of all applicable taxes and governmental charges in accordance with all federal, state and local laws. You and your qualified beneficiaries will also be entitled to receive, to the extent applicable, "COBRA" continuation coverage as required by and in accordance with the terms of the Company's benefit plans and programs (subject to you or your qualified beneficiaries paying any required COBRA premiums) and applicable law.
6. Dispute Resolution. In the event of any dispute concerning the validity, interpretation, enforcement or breach of this Letter Agreement, or in any way related to your

employment or termination of employment, you agree that the dispute shall be resolved by arbitration within the State of Texas in accordance with the then existing rules for Model Employment Disputes of the American Arbitration Association, and judgment upon any arbitration award may be entered by any state or federal court having jurisdiction thereof. The arbitrator's decision in any such arbitration shall be final and binding upon the parties. The arbitrator shall have no authority to award emotional distress damages, or punitive damages. The parties intend this arbitration provision to be valid, enforceable, irrevocable and construed as broadly as possible. The prevailing party in such arbitration shall recover its reasonable costs and attorneys' fees. Nothing herein shall be construed as prohibiting a party from seeking enforcement of the arbitrator's final decision in any court of competent jurisdiction.

7. Miscellaneous; Compliance with Law. This offer of employment is contingent upon you not being subject to, and by signing below you are confirming that you are not subject to, any restrictive covenants that would impact your ability to perform the services contemplated (or your having delivered to the Company an effective waiver thereof).

This Letter Agreement is intended to comply with applicable law and shall be subject to the laws of the State of Texas (except for its choice of law provisions).

This Letter Agreement constitutes the entire agreement between the parties pertaining to the subject matters hereof and supersedes all prior understandings, negotiations and discussions, whether oral or written, with regard thereto. The terms of your employment with the Company, including, but not limited to, salary, bonus and equity, are strictly confidential.

This Letter Agreement is personal to you. You shall not assign this Letter Agreement or any of your rights and/or obligations under this Letter Agreement to any other person. The Company may, without your consent, assign this Letter Agreement to any affiliate or successor. This Letter Agreement shall be binding upon and inure to the benefit of you and the Company and its successors and assigns.

Your employment with the Company is conditioned upon your execution of this Letter Agreement and the Company's Confidentiality Agreement, which is enclosed. In addition, you will be required to submit to various background checks to the extent permitted by applicable law, which may include, without limitation, driver's license and credit checks and drug testing, the results of all of which must be satisfactory to the Company before you may begin employment.

The management team and I are very excited about the opportunity to have you join our team and to work side-by-side with you to build a great company. We are confident that you will make a significant contribution to our continued success. In order to accept our offer, please sign and date this letter and return it to me as soon as possible.

If you have any questions concerning this offer, please do not hesitate to contact me.

Sincerely,


By: _____

Name: Revena Carroll

Title: Director of Human Resources

Accepted and Agreed:



05-23-13

Frederick Nicholas

Date

Attachment 6 to Affidavit of Frederick Nicholas

Fred Nicholas <fnicholas247@gmail.com>

Offer Letter

Revena Carroll <rcarroll@fsicorp.com>

Tue, May 28, 2013 at 10:20 AM

To: Fred Nicholas <fnicholas247@gmail.com>

Morning Fred,

We are so excited that you have accepted our offer and look forward to a long working relationship. I have started your background which should be completed by the end of today or tomorrow. Once completed I will forward to you an authorization for you to take to any Concentra conveniently located to you for drug testing. After I receive the results (48 hours) then we can establish a start date. Again, we are so happy that you accepted our offer. Let me know if you have any questions.

[Quoted text hidden]

[Quoted text hidden]

Attachment 7 to Affidavit of Frederick Nicholas

Fred Nicholas <fnicholas247@gmail.com>

Concentra Authorization

Revena Carroll <rcarroll@fsicorp.com>
To: fnicholas247@gmail.com

Tue, May 28, 2013 at 3:09 PM

Fred,

Please find attached a Concentra authorization for your drug testing. Please feel free to go to any facility conveniently located to you (www.concentra.com). Please shoot me an email when you go so I'll know to check screen within 24/48 hours. BTW your personal voice mail box is full and will not allow additional messages :)...I'm really glad that you accepted our offer and know that you will prove extremely valuable to the Company. LMK if you have any questions...Is there a possibility of starting next Monday on the 3rd, if not it is ok?

Revena Carroll
Director of Human Resources
Fluoro-Seal International
16360 Park Ten Place, Suite 325
Houston TX 77084
Voice: 281-578-1440
Fax: 281-578-3159
E-mail: rcarroll@fsicorp.com
Web: www.fluoroseal.com
Transforming Plastics. Making the Impossible Possible

 nicholas.pdf
202K

Attachment 8 to Affidavit of Frederick Nicholas

Copy C, for employees records

Form W-2 Wage and Tax Statement 2013

a Control number 0470-D914 0000001084-000010		Void	c Employer's name, address, and ZIP code FLUORO-SEAL SERVICES LLC 16360 PARK TEN PL STE 325 HOUSTON TX 77084		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008	
b Employer's identification number 20-0360054		d Employee's social security number REDACTED		1 Wages, tips, other compensation 54902.79		2 Federal income tax withheld 7527.71
13 Statutory employee <input type="checkbox"/>		Retirement plan <input checked="" type="checkbox"/>		3 Social security wages 55971.96		4 Social security tax withheld 3470.28
12 See Instrs. for Box 12 D 1069.17		14 Other		e Employee's name, address, and ZIP code FREDERICK NICHOLAS 15830 CAMBRIDGE VIEW DRIVE FRIENDSWOOD TX 77546		5 Medicare wages and tips 55971.96
						6 Medicare tax withheld 811.60
						7 Social security tips
						8 Allocated tips
						9 Advance EIC payment
						10 Dependent care benefits
						11 Nonqualified plans
15 State Employer's state ID No.		16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.
						19 Local income tax
						20 Locality name

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Attachment 8a to Affidavit of Frederick Nicholas

FLUORO-SEAL SERVICES LLC
16360 PARK TEN PL STE 325
HOUSTON, TX 77084

0470-D914-DIRDEP
10
1084

52-153
112 ME

06/19/2013

Direct
Deposit
CHECK NO.

DATE

AMOUNT

PAY TO THE
ORDER OF

FREDERICK NICHOLAS
15830 CAMBRIDGE VIEW DRIVE
FRIENDSWOOD TX 77546

Total Net Direct Deposit(s)
\$971.64

VOID THIS IS NOT A CHECK.....

BANK OF AMERICA
PAYABLE IF DESIRED AT:
ALL BANK OF AMERICA BANKS

****NON-NEGOTIABLE****

AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

FREDERICK NICHOLAS
15830 CAMBRIDGE VIEW DRIVE
FRIENDSWOOD, TX 77546

Soc Sec #: XXX-XX-XXXX Employee ID: 1084

Hire Date: 06/10/13

Status: FT

Filing Status:

Federal: Married, 1

State: TX, Married, 1

Dept: 10

Pay Period: 06/13/13 to 06/19/13

Check Date: 06/19/13 Check #: Direct Deposit

NET PAY ALLOCATIONS

DESCRIPTION	CURRENT (\$)	YTD (\$)
CHECKING 1 - 0547	971.64	2520.93
Net Pay	971.64	2520.93

EARNINGS

DESCRIPTION	HRS/ UNITS	RATE	CURRENT (\$)	YTD HRS/ UNITS	YTD (\$)
REGULAR EARNING SALARY	24.00	49.5193	1188.46	24.00	1188.46 1980.77
HOURS WORKED	24.00			24.00	
ADJ EARNINGS			1188.46		3169.23
GROSS EARNINGS	24.00		1188.46	24.00	3169.23

WITHHOLDINGS

DESCRIPTION	CURRENT (\$)	YTD (\$)
FEDERAL WH	125.91	405.86
OASDI	73.68	196.49
MEDICARE	17.23	45.95
TOTAL	216.82	648.30

NET PAY

CURRENT (\$)

YTD (\$)

971.64

2520.93

Payrolls by Paychex, Inc.

0470-D914 FLUORO-SEAL SERVICES LLC ■ 16360 PARK TEN PL STE 325 ■ HOUSTON, TX 77084 ■

Payrolls by Paychex, Inc.



Fluoro-Seal Policies

I agree to conform to the rules and regulations of the company, and understand that my employment can be modified or terminated with or without cause, and with or without notice, at any time at the option of the company or myself. I understand that no manager or representative of the company other than the President has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing, either prior to commencement of employment or after I have been employed.

I understand that because Fluoro-Seal operates in a seasonal industry, I may be required to work overtime during peak periods, and that scheduled hours are not guaranteed during slow periods. I also understand that overtime may be scheduled or requested in emergency situations, and that refusal to work scheduled overtime may result in disciplinary action, up to and including discharge.

I acknowledge that I am required to report all work place injuries to my supervisor immediately. I also understand that I am to adhere to all safety procedures and policies. Failure to abide by any Fluoro-Seal policies, procedures, or instructions may result in disciplinary action, up to and including discharge.

Employee Handbook

The employee handbook describes important information about Fluoro-Seal and I understand that I should consult my Department Manager, Plant Manager or the Personnel Manager regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revision to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of Fluoro-Seal has the ability to adopt any revision to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have read the handbook, and I understand that it is my responsibility to comply with the policies contained in this handbook and any revisions made to it.

Date 06/11/13

Employee Signature



Fred Nicholas

From: Fred Nicholas
Sent: Wednesday, September 11, 2013 10:01 AM
To: Michael Koma
Cc: Prakash Iyer
Subject: Pilot Plant_H-room

Mike,

I spoke to TCEQ today regarding PBR for pilot plant here to see if there is any possibility to obtain a variance on the distance requirement. The TCEQ rep advised that if we do not meet PBR exactly, we cannot apply for PBR...so no variance available.

So it looks like we'll need the following to proceed:

1. Process diagrams and description of pilot plant processes that will be housed in H-room
2. Equipment list (emissions sources only)
3. Chemicals List
4. Stack specs (material, diameter, etc.)
5. Site diagram
6. Emissions inventory (emissions estimate including calculations)

The resources required to complete above will need to be considered before a decision is made on necessity of 3rd party assistance.

Thanks

Fred

Fred Nicholas

From: Michael Koma
Sent: Thursday, September 12, 2013 11:32 AM
To: Fred Nicholas
Subject: Fwd:
Attachments: 20130912101041863.pdf; ATT00001.htm

Can you send the one pertaining to lab or bench scale operations?

Thanks,
Mike

Begin forwarded message:

From: <Corporate@InhanceProducts.com>
Date: September 12, 2013, 10:10:41 AM CDT
To: MKOMA <mkoma@inhanceproducts.com>

This E-mail was sent from "10-Savin" (4035c/4135cG).

Scan Date: 12.09.2013 10:10:41 (-0500)
Queries to: Corporate@InhanceProducts.com

Fred Nicholas

From: Fred Nicholas
Sent: Monday, September 16, 2013 7:34 AM
To: Revena Carroll
Subject: Meeting Request

Good Morning Revena,

I need to meet with you this morning regarding an employment incident that took place on Thursday at the office.

Please let me know your availability to meet with me.

Thanks you.

Frederick Nicholas
HSE Director
Inhance Technologies LLC
16223 Park Row, Suite 100
Houston, TX 77084
Phone: 281-578-1440 Ext. 3032
Cell: 281-901-2265
Fax: 281-578-3159

fnicholas@inhanceproducts.com

www.inhanceproducts.com

From: Fred Nicholas
Sent: Friday, December 06, 2013 2:50 PM
To: Clayton English; Maritza Diaz; Michael Koma
Subject: RE: Pilot Plant Door into Formal Offices

Attachment 12 to Affidavit of Frederick Nicholas

The entrance to Bernie's office is an safety issue exclusive of the PP. We'll have to get Bernie's door relocated regardless of what happens in the PP.

Fred

From: Clayton English
Sent: Friday, December 06, 2013 2:47 PM
To: Maritza Diaz; Michael Koma; Fred Nicholas
Subject: RE: Pilot Plant Door into Formal Offices

Folks,

We are not even sure as to what standards we have to meet with this room. So we don't know what kind of door to specify yet...

Unless I have misunderstood we are looking at Months of permitting work and jurisdictional authorities determining when codes that we must adhere to.

When the time comes to change out the door we will take care of it properly.

Clayton F. English | Project Engineer

T: 281-678-1440 x: 3035 | C: 713-417-9859
c.english@linhanceproducts.com

From: Maritza Diaz
Sent: Friday, December 06, 2013 2:23 PM
To: Tony Nezat
Cc: Michael Koma; Fred Nicholas; Clayton English
Subject: FW: Pilot Plant Door into Formal Offices

Tony
Please contact Fred Nicholas or Clayton English

Maritza Diaz HR/Payroll Coordinator

Linhance Technologies, LLC | 16223 Park Row, Suite 100 | Houston, TX 77084
T: 281-678-1440 x: 3001 | C: 281-995-5352 | F: 281-678-3158
mdiaz@linhanceproducts.com / linhanceproducts.com



From: Fred Nicholas
Sent: Thursday, December 19, 2013 8:54 PM
To: Andrew Thompson
Subject: FW: Activities In Troy

Andy,

Sorry to have to bother you but an issue has arisen which I do not feel comfortable with at all. To put into context, while these activities were going on at Troy today, I was on the phone negotiating a settlement with OSHA for the citations Troy has received.

During my interview you advised that if I felt that there was an HSE issue that I felt should be escalated up the ladder, that I should do so regardless of the reporting structure.

I do not agree that we should proceed with the installation of the planned modifications at Troy without written authorization from Alabama DEM, which was requested in our letter to the DEM last week.

Inhance is knowingly compounding the potential HSE non-compliance issues that already exist at Troy, so I must bring this to your attention.

Please feel free to contact me if you have any questions or require clarification regarding emails below.

Thanks

Fred

Fred Nicholas

From: Revena Carroll
Sent: Monday, December 23, 2013 11:18 AM
To: Fred Nicholas
Subject: RE: Safety Incident - Houston Plant

Fred,

Upon further reflection of your below email, I am going to respectfully request that you investigate the safety matter below as it falls under your normal level of responsibilities as the HSE Director. However, if at any time you believe your investigation is being impeded and/or utmost cooperation is not received from any party, please advise me immediately. It is important that the separation of HR and HSE duties remain clear and concise. Please let me know if you have any questions.

From: Fred Nicholas
Sent: Monday, December 23, 2013 7:34 AM
To: Revena Carroll
Subject: Safety Incident - Houston Plant

Revena,

There was a safety incident at Houston that requires an investigation into the events surrounding the incident.

On or about December 12, 2013, Adrian advised me that a basket was lodged in the reactor at the Houston plant and they were unable to retrieve the basket with a pole which is normally used when a basket is trapped in the reactor. Adrian and I agreed that an employee would enter the reactor with a self-contained breathing apparatus and a harness in case the employee had to be rescued.

On December 16, 2013, when I attended the Houston plant to meet with the Zenith Insurance representation, I was advised that the employee was sent into the reactor with just a respirator and the harness. This is a serious issue which to be duly diligent requires that investigation. We need to find out who authorized the entry into the reactor in that manner.

As you are aware, we have had OSHA complaints at 10 of 14 facilities and it is my expectation that the complaints have not ended. Houston potentially is the most complicated plant and therefore, it would make sense that the anonymous complainer file a complaint against Houston. As the complaints have included allegations that the reactors are being entered without proper protective equipment, the question as to when last someone entered a reactor and what protective equipment is worn comes up during each inspection. So if Houston is inspected, this will surely come up and if we have not investigated why and who authorized entry into the reactor in that manner and not disciplined the authorizer, we will be in hance will be hit with an increased penalty.

Given that I do not know Mike's involvement, if any, in the decision to send the employee into the reactor and the comments made as related to Adrian and me during Friday's meeting on the issues at Troy, I think that it is best that I recuse myself from the investigation so as there is no appearance of bias.

Please feel free to contact me if you have any questions.

Thank you.

Fred Nicholas

From: Fred Nicholas
Sent: Thursday, January 23, 2014 3:41 PM
To: Andrew Thompson; Michael Koma
Subject: RE: Houston Facility Compliance Issue

Andy,

The issue is too serious to converse on, documentation is necessary. As you are aware, Mike advised me he had verbal authorization from ADEM to operate at Troy, which turned out to be inaccurate to say the least.

For issues of this seriousness, I will have to document the issue and corrective actions taken.
Fred

From: Andrew Thompson
Sent: Thursday, January 23, 2014 3:36 PM
To: Fred Nicholas; Michael Koma
Subject: RE: Houston Facility Compliance Issue

Gents:
This is really not an effective way to communicate. Last time I checked, your offices were about 50' apart. We also have telephones.
Can you please connect in a more live fashion to expedite the conversation?
Andy

From: Fred Nicholas
Sent: Thursday, January 23, 2014 4:33 PM
To: Michael Koma
Cc: Andrew Thompson
Subject: RE: Houston Facility Compliance Issue

Mike,

I didn't say through the heating and/or cooling system. Where are you getting that from?

Have you looked at the Daikin setup?

Why do you think the Fire Inspector told us to look at the roof top of our facility? How else would Daikin beads/pellets make it on the roof if it did not come through the vent off the top of each Daikin reactor and directly through ceiling.

If you would like to visit Houston plant tomorrow, I can show you the issue, else you can speak to Darin about it.

Fred

From: Michael Koma
Sent: Thursday, January 23, 2014 3:23 PM
To: Fred Nicholas

Attachment 15 to Affidavit of Frederick Nicholas

Cc: Andrew Thompson

Subject: RE: Houston Facility Compliance Issue

Fred,

I reviewed the process with the person who designed the system on our end. Based on my understanding of the process and the output of my meeting with him, it does not seem probable or even possible that we could be emitting F₂/HF through the heating and/or cooling system.

We take these concerns very seriously and if you would like to discuss the process further please come and see me.

MICHAEL KOMA | Executive Vice President of Manufacturing

Inhance Technologies, LLC | 16223 Park Row, Suite 100 | Houston, TX 77084

T: 281-578-1440 ext. 3007 | C: 281-468-3131 | F: 281-578-3159

mkoma@inhanceproducts.com | inhanceproducts.com



From: Fred Nicholas

Sent: Thursday, January 23, 2014 1:52 PM

To: Michael Koma

Cc: Andrew Thompson

Subject: Houston Facility Compliance Issue

Mike,

While at the Houston plant today, it was determined that the heating and cooling cycles of the Daikin reactors are not processed through a scrubber. This means that we are potentially emitting F₂/HF into the environment without abatement from the reactor during these cycles.

When I arrived at Houston this morning and opened the door of my car, I could smell F₂/HF.

Don't think I need to tell you how serious an issue this could potentially be for Inhance.

FREDERICK NICHOLAS | HSE Director

Inhance Technologies | 16223 Park Row, Suite 100 | Houston, TX 77084

T: 281-578-1440 ext. 3032 | C: 281-901-2265 | F: 281-578-3159

fnicholas@inhanceproducts.com | inhanceproducts.com



Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 30, 2014

Mr. Fred Nichlos
15830 Cambridge View Dr.
Friendswood, Texas 77546

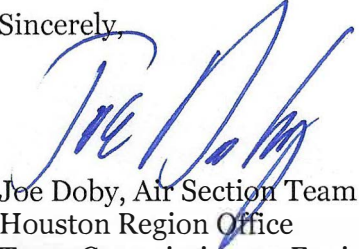
Re: Investigation Request for:
Inhance Technologies, LLC, 9830 East FWY, Houston (Harris County), Texas

Dear Mr. Nichlos:

The Texas Commission on Environmental Quality (TCEQ) Houston Region Office has completed an investigation in response to your complaint regarding activities at the above-referenced facility. Enclosed is a copy of the final report indicating the results of the investigation.

Thank you for contacting the TCEQ with your concerns. If you have questions feel free to contact Mr. Timothy Batsche of my staff at 713-767-3598.

Sincerely,


Joe Doby, Air Section Team Leader
Houston Region Office
Texas Commission on Environmental Quality

JD/TB/kj

Enclosure: Investigation Report

AIRCO/NONE/RN104002530/CO/20140210/INVESTIGATION 1146861
Texas Commission on Environmental Quality
Investigation Report

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oee@tceq.texas.gov

Customer: Inhance Technologies LLC
Customer Number: CN604388751

Regulated Entity Name: INHANCE TECHNOLOGIES

Regulated Entity Number: RN104002530

Investigation # 1146861

Incident Numbers

193793

Investigator: TIMOTHY BATSCHE

Site Classification

Conducted: 02/10/2014 -- 03/05/2014

SIC Code: 3089

NAIC Code: 326199

Program(s): AIR QUALITY NON PERMITTED

Investigation Type: Compliance Investigation

Location:

Additional ID(s):

Address: 9830 EAST FWY,
HOUSTON, TX , 77029

Local Unit: REGION 12 - HOUSTON

Activity Type(s): AIR MNSR - MINOR SOURCE NEW
SOURCE REVIEW
AIRCOMPL - AIR CMPL - AIR
COMPLAINT INV

Principal(s):

Role

Name

RESPONDENT

INHANCE TECHNOLOGIES LLC

Contact(s):

Role

Title

Name

Phone

Regulated Entity
Mail Contact

VICE PRESIDENT

MIKE KONA

Cell (281) 468-3131
Work (281) 578-1440

Other Staff Member(s):

Role

Name

QA Reviewer

JOSEPH DOBY

Investigator

ANDREW EVANS

Supervisor

JOSEPH DOBY

Associated Check List

Checklist Name

AIR COMPLAINT INVESTIGATION

Unit Name

Inhance Technologies

Investigation Comments:

INTRODUCTION

Introduction

Incident number(s): 193793

How was incident(s) received: Telephone

Date(s) and Time(s) incident(s) received: January 29, 2014, 12:04 p.m.

INHANCE TECHNOLOGIES - HOUSTON

2/10/2014 to 3/5/2014 Inv. # - 1146861

Page 2 of 6

Date and Time Investigator initially contacted complainant: February 10, 2014/8:25 a.m.

What did the complainant allege: Complainant alleged they were exposed to Florine (F2) and/or Hydrogen Floride (HF) gas, and that plant operations are not authorized.

Date, time, frequency, and duration of each incident: January 28, 2014, single event.

Description of alleged health effects: None

Description of alleged property effects: None

Alleged source: Inhance Technologies LLC

Contact Name: Mike Koma

Contact Title: Vice President of Manufacturing

Source Address: 9830 East Freeway

Houston (Harris County), TX, 77029

Telephone Number: 281-578-1440

Time Contacted: February 11, 2014, 2:00 p.m.

Comment: None

Map of source location is included in Attachment 1.

Daily Summary

Date and time complainant contacted prior to conducting investigation (if not anonymous): February 10, 1014/8:25 a.m.

Additional information supplied by complainant: HF was bypassing a scrubber and venting to the atmosphere, the facility did not register when operations were relocated, and a consultant was obtained to perform a self-audit.

Date of investigation: February 11, 2014

Name of investigator(s): Timothy Batsche, and Andrew Evans

Time of arrival: 2:00 p.m.

Description of the surrounding land use: Industrial

Description of the terrain: Flat

Investigation Summary

Meteorological conditions during alleged incident:

Cloud Cover: Mostly Cloudy

Wind direction: NNE

Wind Speed: 15-20 mph

Temperature: 32 deg. F

Precipitation: None

Source of Meteorological Conditions: Weather Underground

Meteorological conditions during investigation:

Cloud Cover: Overcast

Wind direction: N

Wind Speed: 5-10 mph

Temperature: 55 deg. F

Precipitation: None

Source of meteorological conditions: Weather Underground

Investigation Narrative:

On February 10, 2014 the investigator contacted the complainant and informed the complainant that an investigation would be conducted. The complainant provided additional information about processes within the plant, and uncontrolled emissions. The complainant also stated that the company improperly obtained a Permit-by-Rule (PBR) under Subchapter S "Surface Coating" when the facility did not conduct surface coating operations. In addition, the facility did not obtain proper authorization to relocate, or report a name change. The investigator also collected information about Inhance Technologies LLC (Inhance Technologies) products and services, physical location, and permitting status on the internet.

On February 11, 2014 investigators Timothy Batsche and Andrew Evans conducted an onsite complaint

investigation at Inhance Technologies located at 9830 East Freeway (I-10 at Loop 610 East). The investigators conducted a survey from outside the facility on the south, east, and west side of the building. No visible emissions or odors were observed. The investigators arrived at the facility at approximately 2:00 p.m. and met Ms. Mindy Erickson, Assistant Plant Manager and James Smith, Regional Manager. The Plant Manager, Mr. Darin Stanley, was out of town. Mr. Batsche explained that a complaint had been received by the TCEQ concerning emissions of HF and F2. In addition, it was alleged that the facility was not properly authorized. The investigator also talked to Mr. Mike Koma, Vice President of Manufacturing via telephone and also described to him the reason for the investigation. Mr. Koma requested to be the primary point of contact throughout the investigation process.

The investigator requested permits authorizing operations. Ms. Erickson provided the investigator with letters from the Texas Natural Resource Conservation Commission Air Permits Division, dated August 7, 2000, indicating that Inhance Technologies submitted the PI-7 form to report the change of location from 6018 Griggs Road in Houston to 9830B East Freeway in Houston. The letter states that the new registration number is 44913 and authorizes operation of a fluorination treatment facility under 30 TAC § 106.4 and 30 TAC § 106.262. Ms. Erickson could not locate a copy of the PI-7 form submitted for this registration.

After the permit review Mr. Smith and Ms. Erickson escorted the investigators on a walk-through of the facility. The process begins with F2 production in which HF gas is injected into electrostatic cells where oxygen has been evacuated under vacuum. During the reaction HF is separated into Hydrogen (H) and F2. The H in the cells vent through dry alumina scrubbers, and the F2 gas goes to a storage tank. The F2 gas is used in processes to treat the surface of plastics by fluorination, in reactors or bins, under vacuum. Products to be fluorinated include bottles, small tanks, and plastic parts. In addition, extruded plastic pellets, and fine particle plastics can be fluorinated.

The investigator observed that all of the fluorination processes vent residual HF and F2 through alumina scrubbers. All of the scrubber vents, except one, are routed to a central location where a draft fan pulls the scrubbed air through one main vent (through the roof) to the atmosphere. The other scrubber vent is located at the Daikin Reactor and vents through the roof above. The investigator noted one vent that appeared to be uncontrolled to the atmosphere. The vent that appeared to be uncontrolled was from the Daikin Reactor where plastic pellets are fluorinated. Before the fluorination process begins plastic pellets are heated to reaction temperature (300 deg. F) by blowing hot air across the pellets. The hot air is vented to the atmosphere through the uncontrolled vent. There were no odors or visible emission observed by the investigators. The investigators left the facility at approximately 4:00 p.m.

The investigator reviewed the requirements of PBR § 106.262 subsequent to the site visit. The investigator found that PBR 30 TAC § 106.262(a)(4) requires that an emission point be a minimum of 300 feet from the nearest fence line, and a minimum of 600 feet from the nearest receptor for facilities that use HF and F2, among a list of other chemicals. The investigator used Google Maps to measure the distance from the roof vent to the nearest receptor, and found that the vent was less than 100 feet from the nearest receptor on the east side. Since Inhance Technologies does not meet the distance requirements of the PBR listed above, 30 TAC § 106.262 cannot be claimed as an authorization to operate. The investigator reviewed the operations and authorization with Mr. Emmanuel Ukandu, TCEQ Air Permits Division. Mr. Ukandu stated in an email that "To claim any PBR under 30 TAC § 106, all the requirements of the PBR (which are listed in the rule) must be satisfied, including the general requirements of 30 TAC chapter 106.4." Mr. Ukandu agreed that if an applicant cannot meet the distance requirement, it prohibits the use of a PBR as an authorization mechanism. The email is included in Attachment 2.

A violation of 30 TAC § 116.110(a) will be issued to Inhance Technologies as a result of this complaint investigation.

Was odor detected? No.

Were other citizens contacted? No.

Was an odor log left with the complainant? No

Was a nuisance condition verified? No

Did you discuss statement requirements? No

Was either a statement or notarized affidavit received? No

Were particulate emissions observed? No.
Was a nuisance condition verified? No.
Did you discuss statement requirements? No
Was either a statement or notarized affidavit received? No

Is actual source the same as the alleged source? Yes, No emissions were observed.

Was a compliance investigation conducted (i.e. MNSR)? Yes. An MNSR investigation was conducted at Inhance Technologies for compliance with PBR rules from 30 TAC Chapter 106 Subchapter K, 106.262.

Was any additional permit or 30 TAC investigation conducted? No

Were any non-nuisance violations alleged by the investigator? Yes.
Inhance Technologies claimed PBR 30 TAC § 106.262 as authorization to operate. The facility does not meet the distance requirements of PBR 30 TAC § 106.262(a)(4) and cannot claim it as authorization to operate. Inhance Technologies will be issued a violation of for not having proper authorization to operate as required by 30 TAC § 116.110(a).

Complainant contacted with the results of the investigation (if not anonymous):

Date: March 5, 2014

Time: 8:00 a.m.

Comment: Complainant was informed of the result of the investigation.

Exit Interview

On February 28, 2014 the investigator conducted the exit interview with Mr. Mike Koma, Vice President of Manufacturing, by telephone. An Exit Interview form was completed by the investigator and e-mailed to Mr. Koma at mkoma@inhanceproducts.com. The Exit Interview form is included in Attachment 3.

GENERAL FACILITY AND PROCESS INFORMATION

Process description

HF is used to create F2 which is then used to treat the surface of plastic components by a chemical process known as fluorination.

BACKGROUND ON THE ALLEGED SOURCE

Current Enforcement Actions:

Based on this investigation, the regulated entity appears to be in compliance with 30 TAC rules, except for the following:

Failure to operate with proper authorization, which constitutes a violation of 30 TAC §116.110(a). Mike Koma was informed that continued operation is unauthorized. (CATEGORY B4 violation).

Agreed Orders, Court Orders, and Other Compliance Agreements

Based on review of CCEDS, regional office files, and enforcement database, there were no Agreed Orders (AO) issued to the regulated entity by the TCEQ.

Complaints

Based on review of CCEDS, there were no complaints filed against the regulated entity for the past two years.

Prior Enforcement Issues

Based on review of CCEDS and enforcement database, there were no Notices of Violation (NOVs) and no Notices of Enforcement (NOEs) issued by the TCEQ to the regulated entity in the last five years.

ADDITIONAL INFORMATION/RECOMMENDATIONS

Conclusions and Recommendations

One violation was noted based upon information received, observations made, and records reviewed during this investigation. Please refer to the Alleged Violations below. A Notice of Violation (NOV) will be issued to Inhance Technologies LLC for the alleged violations.

Areas of Concern

There were no specific areas of concern noted during this investigation.

Additional Issues

There were no specific additional issues noted during this investigation.

List of Report Attachments

1. Area Map
2. APD email
3. Exit Interview Form

NOV Date 04/30/2014 **Method** WRITTEN

OUTSTANDING ALLEGED VIOLATION(S)
ASSOCIATED TO A NOTICE OF VIOLATION

Track Number: 528970

Compliance Due Date: 07/29/2014

Violation Start Date: 2/11/2014

30 TAC Chapter 116.110(a)
5C THSC Chapter 382.085(b)

Alleged Violation:

Investigation: 1146861

Comment Date: 04/25/2014

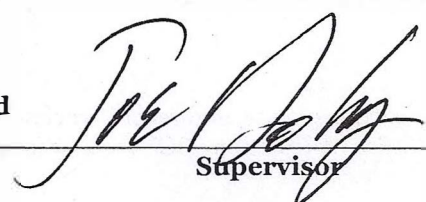
Failure to operate with proper authorization.

As a result of a Complaint Investigation conducted on February 11, 2014, the Texas Commission on Environmental Quality (TCEQ) Houston Region Office determined that Inhance Technologies LLC, located in Houston Texas does not have the proper authorization to operate. This constitutes a violation of 30 TAC § 116.110(a), which states, "Permit to construct. Before any actual work is begun on the facility, any person who plans to construct any new facility or to engage in the modification of any existing facility which may emit air contaminants into the air of this state shall: 1. Obtain a permit under §116.111 of this title (relating to General Application);..."

This further constitutes a violation of the following: Texas Health and Safety Code 382.085(b).

Recommended Corrective Action: Submit a written description of corrective action taken, and the required documentation demonstrating that compliance has been achieved for this outstanding alleged violation.

Signed  Date 4/28/14
Environmental Investigator

Signed  Date 4/28/14
Supervisor

Attachments: (in order of final report submittal)

___ Enforcement Action Request (EAR)

☒ Letter to Facility (specify type) : NOV

___ Investigation Report

___ Sample Analysis Results

___ Manifests

___ Notice of Registration

☒ Maps, Plans, Sketches

___ Photographs

___ Correspondence from the facility

☒ Other (specify) :

APD email

Exit Interview

Fred Nicholas

From: Fred Nicholas
Sent: Tuesday, January 14, 2014 5:43 PM
To: Revena Carroll
Subject: RE: Leave

Revena,

The last we spoke about a complaint was on Friday, January 10th, 2014, in your office following the incident in Mike's office. It was at that time that I advised that my complaint was forth coming. Your response was "What complaint?".

You have not provided me any information in respect to the harassment/discrimination complaint process other than having advised me to submit a written complaint in September, without any additional guidance. That has been the extent of your assistance relative to these matters. You have not advised me as to whether I have any benefits that include counselling for the multiple incidents of harassment / discrimination. It was not until my email of 1-13-14, where I advised you that I would not be in the office due to the actions of Mike and you on Friday, that you first offered to interview me, as indicated in your email yesterday.

In your email yesterday you stated "We are requesting you to come to the office tomorrow. We feel the most important thing is to discuss the below allegation(s), so we can proceed with a timely and thorough investigation. Even if you haven't completed your written complaint, we can collect information during a verbal interview. Please plan on meeting in my office tomorrow morning at 10:00 a.m.". Your email below where you state "to ensure timely and thorough investigation, after reading your written statement" does not appear to be consistent with your email of yesterday.

The consultant, for the pilot plant, met with Adrian and Clayton as scheduled. My attendance was not required, as I am quite aware of the permitting process in Texas.

I'm confused about your comments about my absence. On the one hand, you state that I was absent, yet on the other hand, you are asking me if I participated in a scheduled meeting. I emailed you yesterday and stated the reason for my absence, as you have referred to it. With respect to company policy, I was never provided a copy of the company's absentee policy or , if that is what it is called. In addition, I was never provided with any HR related training at time of hiring.

Thank you.

Fred

From: Revena Carroll
Sent: Tuesday, January 14, 2014 9:35 AM
To: Fred Nicholas
Subject: RE: Leave

Fred,

I am sorry that you feel that way, as I have asked you since September, that you provide a written statement with specific incidents, dates, times...etc. I have even called you in my office within the last thirty days and questioned status, to which you replied that due to your current schedule and workload you have not been able to compose and submit.

Please understand making a generalize statement without specific information hinders our ability to conduct a thorough investigation into any given matter.

We requested you to come in to discuss this matter, allowing the opportunity to ask specific questions to ensure timely and thorough investigation, after reading your written statement. Our request was by no means an attempt to deter you from writing and submitting a statement. In the alternate, it was our attempt to have you here to further discuss and investigate the matter after receiving and reading. Face to face discussion is always better than sending questions via email so nothing is misinterpreted.

Please also understand that you are expected to still comply to Company policies and procedures as any other employee. Filing a complaint does not negate your responsibility for timely notifying your Supervisor of intended absence. It is my understanding that you did not advise your Supervisor of intended absence yesterday. If this is correct, in the future, you are expected to comply to policy. Your Supervisor was questioning your whereabouts since there were scheduled appointments/meetings he believed your involvement was required (pilot plant) and previously arranged. Were you able to attend via conference call from home yesterday or did you reschedule?

From: Fred Nicholas
Sent: Monday, January 13, 2014 6:00 PM
To: Revena Carroll
Subject: RE: Leave

Revena,

As indicated below, I choose to submit my complaint in writing and intend to do so.

The issues involving the pending harassment/discrimination complaint against Mr. Koma began in September yet this is the first time you have offered any assistance or guidance.

I am starting to feel that you are trying to coerce and prevent me from submitting my written harassment/discrimination complaint(s).

From: Revena Carroll
Sent: Monday, January 13, 2014 5:42 PM
To: Fred Nicholas
Subject: RE: Leave

Again, we are requesting that you come in tomorrow and plan on meeting in my office at 10:00 a.m. to discuss this matter. We understand that you had previous plans regarding the seminar, but feel this is of most importance.

From: Fred Nicholas
Sent: Monday, January 13, 2014 4:49 PM
To: Revena Carroll
Subject: RE: Leave

Thank you for the offer to assist by taking verbal evidence but I choose to submit my complaints in writing.

From: Revena Carroll
Sent: Monday, January 13, 2014 4:26 PM
To: Fred Nicholas
Subject: RE: Leave

We (meaning Company as a whole), but please understand that I did report this to Andy given the significance of the matter.

From: Fred Nicholas
Sent: Monday, January 13, 2014 4:14 PM
To: Revena Carroll
Subject: RE: Leave

Good Afternoon Revena,

I will be submitting my complaint before the time of your requested meeting. It was my understanding that my complaint(s) will be held in strict confidence yet you refer to "We" in your email below.

Please clarify.

Thank you.

FREDERICK NICHOLAS | HSE Director

Inhance Technologies | 16223 Park Row Suite 100 | Houston, TX 77084
T: 281-578-1440 x1 3032 | C: 281-904-2265 | F: 281-578-3159
fnicholas@inhanceproducts.com | inhanceproducts.com



From: Revena Carroll
Sent: Monday, January 13, 2014 4:10 PM
To: Fred Nicholas
Subject: RE: Leave
Importance: High

Good Afternoon Fred,

We are requesting you to come to the office tomorrow. We feel the most important thing is to discuss the below allegation(s), so we can proceed with a timely and thorough investigation. Even if you haven't completed your written complaint, we can collect information during a verbal interview. Please plan on meeting in my office tomorrow morning at 10:00 a.m.

Please let me know if you have any questions.

From: Fred Nicholas
Sent: Monday, January 13, 2014 7:57 AM
To: Revena Carroll
Cc: fnicholas247@gmail.com
Subject: Leave

Revena,

Given the events that transpired in my meeting with you and Mr. Koma late afternoon on January 10, 2014, I will not be in the office today.

I plan on attending at the Responsible Care seminar Tuesday and Wednesday of this week.

I will be working at home today, but will not be available for any discussions regarding the harassment/discrimination complaint which will be submitted shortly.

FREDERICK NICHOLAS | HSE Director

Inhance Technologies | 16223 Park Row, Suite 100 | Houston, TX 77084

T: 281-578-1440 x1 3032 | C: 281-901-2265 | F: 281-578-3159

fnicholas@inhanceproducts.com | inhanceproducts.com



Fred Nicholas

From: Fred Nicholas
Sent: Wednesday, January 15, 2014 4:34 PM
To: Andrew Thompson
Subject: Re: Policies - New Hire Orientation

Andy,

My position has not changed.

Fred

Sent from my iPhone

> On Jan 15, 2014, at 4:27 PM, "Andrew Thompson" <athompson@inhanceproducts.com> wrote:

>
> Fred:
> There is no written procedure. I am acting on the advice of counsel as to the best practice.
> Thanks,
> Andy

>
>
> —Original Message—

> From: Fred Nicholas
> Sent: Wednesday, January 15, 2014 4:14 PM
> To: Andrew Thompson
> Subject: Re: Policies - New Hire Orientation

>
> Can I get a copy of the written company practice you are referring to?
>
> Again, I reiterate that I will not be submitting to the process proposed.
>
> I will be submitting additional written complaints against two other employees.

>
> Thanks
> Fred
>
> Sent from my iPhone

>
>> On Jan 15, 2014, at 4:04 PM, "Andrew Thompson" <athompson@inhanceproducts.com> wrote:

>>
>> Fred:
>> Our practice is to investigate with a third party resource who will interview all relevant parties and recommend a course of action. We are going to do the same here. I am happy to have the third party contact you today to discuss your concerns with the process. I need you to be part of the process so I can better understand your complaints. I am again requesting your participation in this process.

>> Thanks,
>> Andy
>>

From: Greg Christian <GChristian@paisnerlitvin.com>
Sent: Wednesday, January 15, 2014 5:30 PM
To: Fred Nicholas
Subject: Complaint

Mr. Nicholas - I tried to contact you via your cell phone. However no voice mail box is apparently active. Kindly contact me at your convenience this evening. Andy Thompson has asked me to investigate certain issues you have raised - and I would like to explain the process to you so you can make an informed decision concerning your participation in the investigation if your complaint(s).

My number is 610 909 4518.

Thank you,

Greg Christian

From: Michael Koma
Sent: Friday, January 17, 2014 7:31 AM
To: Fred Nicholas
Subject: Declined: Authorization by ADEM to Operate at Troy

Attachment 21 to Affidavit of Frederick Nicholas

Fred Nicholas

From: Fred Nicholas
Sent: Tuesday, January 21, 2014 11:28 AM
To: Michael Koma
Cc: Andrew Thompson; Revena Carroll
Subject: RE: Yuma 2013 Emissions Inventory Certification
Attachments: 35-Permit.pdf

Permit Attached.

From: Michael Koma
Sent: Monday, January 20, 2014 7:04 PM
To: Fred Nicholas
Cc: Andrew Thompson; Revena Carroll
Subject: RE: Yuma 2013 Emissions Inventory Certification

Fred,

Clayton has been looking into different opportunities for stack monitoring. I would like you to coordinate a meeting such that Clayton, Adrian, you and I can discuss the options that are on the table relevant to stack monitoring. Also, please scan me a copy of the air permit in Yuma. Thanks.

MICHAEL KOMA | Executive Vice President of Manufacturing

Inhance Technologies, LLC. | 16223 Park Row, Suite 100 | Houston, TX 77084
T: 281-578-1440 ext. 3007 | C: 281-468-3131 | F: 281-578-3159
mkoma@inhanceproducts.com | inhanceproducts.com



From: Fred Nicholas
Sent: Friday, January 17, 2014 12:12 PM
To: Michael Koma
Cc: Andrew Thompson; Revena Carroll
Subject: Yuma 2013 Emissions Inventory Certification

Gents,

As you are aware, I certified Emissions Inventories for 2009, 2010, 2011 for the Yuma facility. Specifically, I certified that the Yuma facility was continuously monitoring stack emissions.

Subsequent to the certification of the Emissions Inventories, I and apparently other, became aware that the stack monitor may be measuring from a nitrogen gas line, if the monitor is measuring any stream at all, which may be more accurate.

Attachment 21 to Affidavit of Frederick Nicholas

In any case, as now I know that emissions were not monitored for the above years and for 2013, I am unable to certify that the facility was continuously monitoring HF emissions for the 2013 inventory due in March.

Please advise how you would like to address this issue.

Thanks

FREDERICK NICHOLAS | HSE Director

Inhance Technologies | 16223 Park Row, Suite 100 | Houston, TX 77084
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EMPLOYEE HANDBOOK

INHANCE

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TO ALL EMPLOYEES:

Whether you have just joined the Inhance Technologies LLC (Inhance) family or have been with our Company for a while, we are confident you will find our Company a dynamic and rewarding place to work, and we recognize our employees are our most valuable asset. We believe each individual contributes directly to Inhance's growth and success, and we trust you will take pride in being a member of the team.

This handbook was developed to provide a general overview and guideline related to your employment with Inhance and supersedes any previously released or distributed material. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described herein. As Inhance continues to grow, the need may arise, and Inhance reserves the right to revise, supplement, or rescind any procedures, practices or policies from time-to-time as it deems appropriate, in its sole and absolute discretion.

Please read this handbook carefully, sign and date the "Receipt and Acknowledgment of Employee Handbook" form located at the end of the handbook, and give the signed page to your manager. Please keep this handbook available for future reference. If you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice, you should address your specific questions to your manager or contact Human Resources directly.

We will update this Employee Handbook as necessary and will maintain the most recent version on the Company portal.

We hope your experience at Inhance will be challenging, enjoyable and rewarding!

Sincerely,

ANDREW THOMPSON
CEO



APPLICATION FOR EMPLOYMENT

Inhance relies on you to provide accurate information for the Application for Employment during all stages of the hiring process and throughout the term of your employment. You must notify the Human Resources department within seven (7) days of any changes to such information. Further, any misrepresentations, falsifications or material omissions in any of this information or data may result in Inhance excluding you from further consideration for employment or even termination of your employment.

AT-WILL EMPLOYMENT

You are free to terminate your employment with Inhance at any time, with or without a reason, and, reciprocally, Inhance has the right to terminate your employment at any time with or without a reason. Although Inhance may choose to terminate employment for cause, cause is not required. This policy is called “at-will employment.”

No one, other than the CEO of Inhance, can enter into an agreement for employment for a specified period of time or make any agreement or representations contrary to this policy. Furthermore, any such agreement must be in writing and signed by the CEO.

Apart from the policy of “at-will employment” and other policies required by law, Inhance may change other employment policies at any time without prior notice to you. Exceptions to Inhance’s policy of “at-will employment” can only be approved in writing by the CEO.



Human Resources for further information at 281.578.1440.

EMPLOYEE COMPLAINTS

Inhance has a strong commitment to ensure all employees receive fair treatment. As an employee, if you feel you have not been treated fairly, we encourage you to talk with your direct manager about the problem. Give your manager a chance to resolve the problem, although if the problem is not resolved, and/or you do not feel comfortable, you may file a formal written internal complaint.

To file a formal written internal complaint, please follow these steps:

- Contact the Human Resources Department
- Human Resources is available to answer any questions with regard to the Internal Complaint Procedure
- The formal written complaint will be reviewed by the Human Resources Department and CEO as deemed necessary.
- If applicable, a written response will be provided within 10 working days.

If you feel you have been treated unfairly, the Company encourages you to step forward internally. You have the right to use these problem-solving procedures without fear of retaliation. We can only achieve our goals as a Company if you are comfortable in your work environment.

EMPLOYMENT REFERENCE CHECKS

To ensure individuals who join Inhance are highly-qualified and likely to be productive and successful, it is Inhance's policy to check the employment references of all applicants.

Inhance does not provide reference checks on current or terminated employees without written consent from the employee. Any inquiry in connection with employment must be referred to Human Resources. Unless approved by Executive Management, no other employees may provide an employment reference and/or verification on any current or former employees. Verification will only be given concerning your job title, dates of employment and place of employment. No salary, performance or personal information will be released unless directed in



HARASSMENT AND RETALIATION

Inhance has a zero tolerance policy towards any forms of harassment, retaliation and/or other forms of bullying and inappropriate conduct which may interfere with an individual's work performance and/or create an intimidating, hostile, or offensive work environment. Any individual who believes they have been discriminated against, harassed, and/or retaliated against should follow the "Employee Complaint" process outlined in the Employee Handbook and/or report any such illegal activity to Human Resources and/or Executive Management immediately.

IMMIGRATION REFORM AND CONTROL ACT

In accordance with the Immigration Reform and Control Act of 1986, Inhance will only hire individuals who are authorized to work in the United States. Inhance participates in the federal E-verify program and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. All individuals will be required to submit proof of their identity and employment authorization. Employees will also be required to complete and sign, under oath, Form I-9. On Form I-9, you must attest that you are authorized to work in the United States and that the documents submitted as proof are genuine. Inhance is required by law to check documents on every individual hired and to state under oath on the I-9 the Company has done so.

If you are authorized to work in this country for a limited period, you must submit proof of your extended employment authorization prior to expiration of your current documentation. If you fail to do so, the law prohibits Inhance from continuing your employment. Inhance does not, and will not discriminate on the basis of national origin or citizenship status.

INTRODUCTORY PERIOD

The introductory period for new employees generally lasts 90 days from the date of hire. During this time, you have your first opportunity to evaluate Inhance as a place to work, and management has the first opportunity to evaluate you as an employee. Regardless of classification



Operating with a strong sense of integrity is critical to maintaining trust and credibility. Our Code has embodies such rules regarding individual and peer responsibilities, as well as responsibilities to our customers, employees, stakeholders and the public, and includes:

- Prohibiting conflicts of interest (including protecting Company opportunities);
- Protecting the Company's confidential and proprietary information and that of our customers
- Treating the Company's customers, employees, stakeholders and competitors fairly
- Protection and proper use of Company assets
- Compliance with laws, rules and regulations
- Encouraging the reporting of any unlawful or unethical behavior

It is not possible to formulate in advance an all-inclusive set of guidelines regarding appropriate business conduct. The examples shown below provide guidelines for certain types of situations. Specific questions regarding situations which are not covered by this Code of Business Conduct and Ethics ("Code") will be answered on a case-by-case basis with your manager, Human Resources, and/or the CEO as they arise and may be addressed in other publications provided by the Company.

Note: Nothing in this section is intended to restrict and/or otherwise violate the rights of employees with regard to Protected Concerted Activity under the NLRB Act and/or, but not limited to any other applicable laws and regulations.

OVERVIEW OF BUSINESS ETHICS

This Code outlines the broad principles of legal and ethical business conduct embraced by the Company. It is not a complete list of legal or ethical questions an Employee might face in the course of business and, therefore, this Code must be applied using common sense and good judgment. Additionally, under certain circumstances, local country law may establish requirements that differ from this Code. The Company's Employees are expected to comply with all State, Federal and local laws AND Company policies.

It is essential that we all be aware of possible violations of the Company's



business ethics – whether these violations occur in dealings with the government or the private sector, and whether they occur because of oversight or intention. Employees should discuss any concerns about this Code with their manager, Human Resources and/or the CEO.

CONFLICTS OF INTEREST

Employees are expected to make or participate in business decisions and to take action in the course of their service to the Company based on the best interests of the Company as a whole, and not based on personal relationships or benefits. If an Employee's personal affairs create a conflict of interest, a potential conflict of interest, or the appearance of a conflict of interest, the Company requires a full and timely disclosure of the facts and circumstances.

Any Employee who has a question as to whether an existing or potential conflict of interest exists should immediately contact their manager, Human Resources and/or the CEO to report all the pertinent facts and to request an opinion with respect to the question.

Set forth below is specific guidance for some areas of potential conflict of interest that require special attention.

RELATIONSHIP WITH CUSTOMERS, COMPETITORS AND VENDORS

An Employee should not have any significant financial interest in a customer, competitor and/or vendor of the Company.

INTEREST IN OTHER BUSINESSES

Employees must avoid any direct or indirect financial relationship with other businesses that could cause divided loyalty. While employed by the Company, Employees must receive written permission from the CEO before beginning (i) any employment, business or consulting relationship with another company; (ii) any business or consulting arrangement with a customer of or supplier to the Company; or, (iii) any investment in a supplier or customer. Investment in a customer of the Company that does not require active participation of the Employee is permissible.



of one or both parties involved.

Note: The provisions of this policy apply regardless of the sexual orientation of the parties involved and/or the marital status of the parties involved.

PERSONAL USE OF COMPANY PROPERTY AND COMPANY INFORMATION

An Employee shall not:

- Use or divert any Company property, including the services of other Employees, for his or her own advantage or benefit or to compete with the company. All Company assets should be used for legitimate business purposes.
- Use Company letterhead paper when writing letters on personal or \ other matters not directly related to the Company's business, except for use of Company letterhead for civic and charitable causes that enhance the Company's reputation in the community.

SOCIAL MEDIA

Employee social media sites or postings to social media sites may not contain any content that:

- Violates any laws including laws pertaining to intellectual property
- Infringes on any third-party rights (including intellectual property rights)
- Reveals any employer or client information
- Violates any policies, rules, standards or requirements applicable to the Company or its related entities

LAWS , REGULATIONS AND GOVERNMENT RELATED ACTIVITIES

Violation of governing laws and regulations is unethical and subjects Inhance to significant risk in the form of fines, penalties and damaged reputation. It is expected that each Employee will comply with applicable laws, regulations and Company policies.



prohibited. Confidential information includes, but is not limited to, customer lists, vendor lists, pricing lists, employee lists, compensation information, bonus plans and proprietary business programs, processes and software, and other conversations of a sensitive manner unless otherwise guided by law.

Compliance with this policy requires that each Employee exercise care to reduce the likelihood of unauthorized disclosures of confidential information.

Documents should be properly safeguarded at all times. No Employee should attempt to obtain confidential information, which does not relate to his or her employment duties. Employees should treat all nonpublic Company information as confidential both during and after their employment.

REPORTING OF VIOLATIONS

Employees are encouraged to talk to their manager, Human Resources and/or CEO when in doubt about the best course of action in a particular situation.

The making of a report does not mean a violation has occurred. The Company will investigate each complaint, and the subject person will be presumed not to have violated this Code unless the investigation reveals that a violation has occurred.

Employee Reference Copy W-2 Wage and Tax Statement 2014

OMB No. 1545-0047
d Control number 001084 DALL/8A4 000007 Comp. T Employee use only 184

c Employer's name, address, and ZIP code
INNHANCE TECHNOLOGIES LLC
16223 PARK ROW SUITE 100
HOUSTON TX 77084

Batch #01952

e Employee's name, address, and ZIP code
FREDERICK NICHOLAS
15830 CAMBRIDGE VIEW DRIVE
FRIENDSWOOD TX 77546

b Employee's FEIN number 20-0129703	a Employee's SSN number REDACTED
1 Wages, tips, other comp. 13574.58	2 Federal income tax withheld 1714.07
3 Social security wages 14216.34	4 Social security tax withheld 881.41
5 Medicare wages and tips 14216.34	6 Medicare tax withheld 206.14
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a Section 125 election for 2014 13
14 Other	12b 1
	12c 1
	12d 1
	13 State and local retirement plan
15 State TX Employer's state ID no.	16 State wages, tips, etc.
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Local name

2014 W-2 and EARNINGS SUMMARY

Attachment 23 to Affidavit of Frederick Nicholas

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

1. The following information reflects your final 2014 pay stub plus any adjustments submitted by your employer.

Gross Pay	14261.55	Social Security Tax Withheld Box 4 of W-2	881.41	TX State Income Tax Box 17 of W-2 SUI/SDI Box 14 of W-2
Fed. Income Tax Withheld Box 2 of W-2	1714.07	Medicare Tax Withheld Box 6 of W-2	206.14	

2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	TX State Wages, Tips, Etc. Box 16 of W-2
Gross Pay	14,261.55	14,261.55	14,261.55	
Less 401(k) (D-Box 12)	641.76	N/A	N/A	
Less Other Code 125	45.21	45.21	45.21	
Reported W-2 Wages	13,574.58	14,216.34	14,216.34	

3. Employee W-4 Profile. To change your Employee W-4 Profile information, file a new W-4 with your payroll dept.

FREDERICK NICHOLAS
15830 CAMBRIDGE VIEW DRIVE
FRIENDSWOOD TX 77546

Social Security Number: **REDACTED**
Taxable Marital Status: **MARRIED**
Exemptions/Allowances:

FEDERAL: **1**
STATE: **No State Income Tax**

DETERMINATION ON PAYMENT OF UNEMPLOYMENT BENEFITS
Date Mailed: February 24, 2014

FREDERICK L NICHOLAS
15830 CAMBRIDGE VIEW DR
FRIENDSWOOD TX 77546-2969



Social Security Number: XXX-XX-XXX
Employer: FLUORO-SEAL SERVICES
As:
Employer Account No: 09-768091-4
All dates are shown in
month-day-year order.

Decision

Issue: Separation from Work .

Decision: We can pay you benefits, if you meet all other weekly requirements, such as being able and available to work, and be actively searching for work.

Reason for Decision: Our investigation found that your employer fired you for a reason that was not misconduct connected with the work.

Law Reference: Section 207.044 of the Texas Unemployment Compensation Act.

Understanding your Decision

If you receive a decision that says, "we cannot pay you benefits," it means there is a problem with your claim EVEN IF you have received other decisions for the same period that say, "we can pay you benefits." If even one decision for the same period says we cannot pay, you will not receive an unemployment payment for that period.

To resolve issues on decisions you receive:

1. Follow instructions on the notice(s); call the Tele-Center at 800-939-6631 if you have questions;
2. If the instructions tell you to "Report," call the Tele-Center at once;
3. If you disagree with a decision, file an appeal. Appeal each decision separately by the appeal deadline. If you fax your appeal, keep a confirmation sheet.

Your employer can appeal TWC's decision to pay benefits. TWC will notify you of any appeal hearing. If you do not participate, you may lose your benefits and have to repay benefits you received.

Determination of Potential Chargeback for the Employer

If You Disagree with this Decision

If you disagree with this decision, you may appeal. Submit your appeal online, by fax, or by mailing on or before **03-10-14** . TWC will use the postmark date or the date we receive the fax or online form to determine whether your appeal is timely. If you appeal by fax, you should keep your fax confirmation as proof of transmission. Please include a copy of this notice with appeals correspondence. **You must appeal each determination separately.**

Mail the appeal to:

You may appeal by
submitting TWC's online
appeal form. Go to
www.texasworkforce.org

Appeal Tribunal
Texas Workforce Commission
101 E. 15th Street
Austin, TX 78778-0002
Or fax to (512) 475-1135

Please See Reverse For How To File An Appeal.

TEXAS WORKFORCE COMMISSION

PRELIMINARY WAGE DETERMINATION ORDER

Labor Law

October 3, 2014

PAGE 1 OF 1 PAGES

FREDERICK L NICHOLAS
15830 CAMBRIDGE VIEW DRIVE
FRIENDSWOOD TX 77546

Determination Number: 000492918
Wage Claim Number: 14 053621-0
Identification Number: XXX-XX-XXXX

ARSENAL CAPITAL INHANCE TECHNOLOGIES LLC
DBA FLUORO-SEAL SERVICES LTD

An investigation having been completed, the following order is entered pursuant to Chapter 61 of the Texas Labor Code:

FINDINGS AND CONCLUSIONS

Our investigation has determined that the claimant is entitled to \$792.31 for unpaid wages. Convincing evidence of employment has been provided for all or part of the period claimed.

Our investigation has determined that the claimant is entitled to \$2,773.08 for unpaid vacation pay. Convincing evidence of employment has been provided for all or part of the period claimed.

It has been determined that the employer violated the provisions of the Texas Payday Law when the claimant's earned wages were not paid in accordance with the law. If it is determined that an employer has acted in bad faith, the Commission may assess an administrative penalty for failure to pay wages as required by law. In this case no penalty is assessed.

ORDER

The employer,
ARSENAL CAPITAL INHANCE TECHNOLOGIES LLC

is ORDERED to pay \$3,565.39 for the use and benefit of the claimant, FREDERICK L NICHOLAS, and shall remit the gross or net amount disbursement payable to the Texas Workforce Commission.

In addition, being found in violation of Chapter 61 of the Texas Labor Code, the employer is assessed an administrative penalty in the amount of \$0.00 which is to be remitted to the Texas Workforce Commission.

Assigned Investigator: SEE

Pursuant to the Texas Tax Code, section 171.255, if the corporate privileges of a corporation or other taxable entity subject to the franchise tax are forfeited by the Texas Comptroller, each officer or director of the taxable entity is liable for any debt of the entity during the period of forfeiture.

RD

(SEE REVERSE SIDE FOR ADDITIONAL INFORMATION)

LL-25A (0310)

FORM PDL25A (0310)

You have the right to appeal this determination order. Your appeal must be in writing. It must be filed no later than 21 days from the date this determination order was mailed in order to preserve administrative appeal rights. If you fax your appeal TWC must receive it no later than 21 days from the date the determination was mailed. TWC will use the date we receive the fax to determine whether your appeal is timely. If you file your appeal by fax, you should retain your fax confirmation as proof of transmission. If neither party files a timely appeal, this determination order becomes the **FINAL ORDER** of the Commission. Appeals should be mailed or faxed to:

**Special Hearings
Texas Workforce Commission
101 East 15th Street
Austin, Texas 78778-0001
Fax#: 512-463-9318**

Or

**You may appeal by
TWC's online appeal form
Go to www.texasworkforce.org/paydayappeal**

ADMINISTRATIVE LIEN

Sec. 61.081 of the Labor Code provides that "A final order of the Commission against an employer indebted to the state for penalties or wages, unless timely appealed to a court, is a lien on all property belonging to the employer. The lien for an unpaid debt attaches at the time the order of the Commission becomes final."

PAYMENTS

An employer who requests a hearing to contest this determination should not send payment. Should your appeal decision affirm that wages are due, follow the payment instructions provided with the appeal decision.

An employer who does not request a hearing to contest the determination order shall pay the amount ordered to the Commission not later than the 21st day after the date of mailing of the order. An employer shall make a net payment amount (balance after valid deductions that are authorized by state or federal law, and by court orders; such as but not limited to federal income tax withholding, social security, and child support) payable to the Texas Workforce Commission. Payment to the Commission constitutes payment to the employee for all purposes. To ensure proper processing please return the enclosed remittance slip, and deduction documentation with payment. You may contact the Commission for clarification on valid deductions.

PENALTY

If the Commission determines that an employer acted in bad faith in not paying wages as required by this chapter, the Commission, in addition to ordering the payment of wages, may assess an administrative penalty against the employer.

If the Commission determines that an employee acted in bad faith in bringing a wage claim, the Commission may assess an administrative penalty against the employee.

BOND

The Commission may require an employer to deposit a bond if the employer is convicted of two violations of this chapter or a final order of the Commission against an employer for nonpayment of wages remains unsatisfied after the 10th day after the date on which the time to appeal from that final order has expired and an appeal is not pending.

Please provide the Labor Law Section written notification of any change in your address.

**Texas Workforce Commission
Labor Law Section
101 East 15th Street
Austin, Texas 78778-0001
1-800 832-WAGE (9243) -- Fax#: 512-936-3364**

STATE OF TEXAS

TEXAS WORKFORCE COMMISSION
 Labor Law-Bank Notice Unit
 101 East 15th Street
 Austin, Texas 78778-0001
 1 800 832-9243 (Texas Only)
 1 512 475-2670 (Out-of-State)

Date: October 3, 2014
 Wage Claim No.: 14 053621-0
 Employer Name: ARSENAL CAPITAL INHA
 Employer No.: 09 768091-4

FREDERICK L NICHOLAS
 15830 CAMBRIDGE VIEW DRIVE
 FRIENDSWOOD TX 77546

Dear Claimant,

The Texas Payday Law allows for the issuance of a Notice of Delinquency/Freeze and Notice of Levy as a means of collection on your behalf. When an employer is delinquent in payment of wages, this process allows the Texas Workforce Commission to notify your employer's financial institution(s), other businesses or governmental entities from whom this employer potentially receives income. These notices freeze the account(s) or income funds and require the institution or other entity, on demand by the Texas Workforce Commission, to pay funds from the account or account receivables to settle the payment of wages.

Please provide, in the spaces below, the name(s) and address(es) of any financial institution(s) in which the **employer** may have an account. Also, if you know of any business(es) or government agency(ies) from whom the employer may possibly receive income (e.g. vendors, suppliers, contractors, clients, or customers for whom services were rendered), please list them. If available, it would be helpful if you could provide a copy of the employer's check.

This information is needed to assist us in the collection of wages for you. Please reply **within 15 days** from the date of this request by mailing this completed form to the above address. If you have questions you may call the number shown above. Telecommunication device for the deaf(TDD) users can communicate with TWC by using Relay Texas.

Those numbers are: 1 800-735-2989 (TDD) or 1 800-735-2988 (VOICE).

If your address or phone number changes, it is your responsibility to notify Labor Law immediately. If you cannot be contacted, the likelihood of receiving unpaid wages will be reduced. **IF YOU DO NOT HAVE ANY ADDITIONAL INFORMATION IT IS NOT NECESSARY TO RETURN THIS FORM OR CONTACT US.**

Bank/Business _____ Bank/Business _____

Address _____ Address _____

City _____ City _____

Phone _____ Phone _____

Bank/Business _____ Bank/Business _____

Address _____ Address _____

City _____ City _____

Phone _____ Phone _____

Comments _____

IF ADDITIONAL SPACE IS NEEDED, USE THE BACK OF THIS FORM

Attachment 26 to Affidavit of Frederick Nicholas

PAISNER~LITVIN LLP

ATTORNEYS

30 ROCK HILL ROAD
BALA CYNWYD, PENNSYLVANIA 19004
(484) 436-2113
FACSIMILE (610) 668-3306
www.paisnerlitvin.com

Gregory J. Christian
gchristian@paisnerlitvin.com

April 1, 2015

Jacqueline A. Armstrong, Esq.
Armstrong & Associates
440 Louisiana Street, Suite 900
Houston, Texas 77002

RE: Fredrick Nicholas

Dear Ms. Armstrong:

We are in receipt of a copy of your letter dated March 18, 2015, concerning Mr. Nicholas and Inhance Technologies LLC (hereafter "Inhance"). This firm has been retained to respond. On behalf of Inhance, we take serious issue with your allegations and assertions of fact as they may be related to Mr. Nicholas, Inhance, its officers and everyone against whom you make broad and unfounded claims. It is also important to specifically refute any contention that Mr. Nicholas was "pressured, coerced, and outright told to violate his legal obligations" in any manner whatsoever. This simply did not happen.

In fact, during the last few months preceding Mr. Nicholas' resignation, he became increasingly reclusive, possessive, mercurial, non-communicative and confrontational despite management's persistent effort to engage him in a professional capacity as an important member of the management team. In short, Mr. Nicholas' workplace conduct beginning in the fourth quarter of 2013 was exceedingly concerning and far from the professional your correspondence portrays him to be.

You should be aware that Mr. Nicholas raised certain complaints in January of 2014 and then proceeded to blatantly and repeatedly refuse to participate in the investigation into those same concerns. He further attempted to dictate what job functions he would and would not perform, how management and co-workers were to communicate to him, when they could communicate with him and which members of the management team he would meet with. This is also in sharp contrast to the professional portrait you paint.

Attachment 26 to Affidavit of Frederick Nicholas

Finally, you should also know that Mr. Nicholas was provided with both ample legal and consulting resources to assist him in addressing any number of issues the new owners of the company inherited including issues at locations referenced in your correspondence. Nevertheless, he refused to rely on those professional resources as any seasoned executive would. He apparently and stubbornly knew better. It is important to note that Inhance, utilizing those same resources, successfully resolved any and all identified environmental or regulatory matters over course of the last year.

Correspondingly, we find little merit in any of Mr. Nicholas' claims, both those asserted prior to his resignation and those asserted in your letter.

If you care to discuss these matters, please feel free to call me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gregory J. Christian', written in a cursive style.

Gregory J. Christian

CC: Andrew Thompson

Attachment 27 to Affidavit of Frederick Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Draft requests for production

Jacqueline Armstrong <jarmstrong@armstrongallaw.com>

Fri, Jun 17, 2016 at 2:33 PM

To: Fred Nicholas <fnicholas247@gmail.com>

Awesome! Can't wait to see them. Your a terrific client, Fred.

Jackie

Sent from my iPhone

[Quoted text hidden]

Attachment 28 to Affidavit of Frederick Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Update

8 messages

Jacqueline Armstrong <jarmstrong@armstrongattlaw.com>

Wed, Apr 26, 2017 at 4:52 PM

To: Fred Nicholas <fnicholas247@gmail.com>

Fred,

So I received a commitment from Inhance's lead counsel that they will not be invoking the arbitration clause. **REDACTED CLIENT-ATTORNEY PRIVILEGE**

So we need to get cracking on the litigation **REDACTED CLIENT-ATTORNEY PRIVILEGE**

Attachment 29 to Affidavit of Frederick Nicholas

Gmail

Fred Nicholas <fnicholas247@gmail.com>

Case Evaluation

Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>

Fri, Apr 28, 2017 at 1:34
PM

To: Fred Nicholas <fnicholas247@gmail.com>

Fred,

REDACTED CLIENT-ATTORNEY PRIVILEGE

REDACTED CLIENT-ATTORNEY PRIVILEGE

REDACTED CLIENT-ATTORNEY PRIVILEGE

REDACTED CLIENT-ATTORNEY PRIVILEGE

REDACTED CLIENT-ATTORNEY PRIVILEGE

This is a case that needs to be handled by a large firm willing to

REDACTED CLIENT-ATTORNEY PRIVILEGE

REDACTED CLIENT-ATTORNEY PRIVILEGE

I put this in writing so you could go over it again and again to formulate questions. The bottom line is that I cannot spend the time to guarantee you the best chance at prevailing in litigation. This is the first time in my 30 year litigation career to find myself confronting this problem. It is not a happy realization.

Attachment 29c to Affidavit of Frederick Nicholas

I will be available over the weekend or on Monday to discuss this with you. We can meet at my office or talk on the phone. Let me know.

Jackie

Jacqueline A. Armstrong

Armstrong & Associates

440 Louisiana St., Suite 900

Houston, Texas 77002

(713) 275-2181



Fred Nicholas <fnicholas247@gmail.com>

Case Evaluation

Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>

Tue, May 2, 2017 at 11:34
AM

To: Fred Nicholas <fnicholas247@gmail.com>

Fred,

Regardless of whether you decide to seek a settlement using my services or go forward to trial with other counsel, I need to notify the court as soon as possible that I must withdraw from representing you in the litigation.

REDACTED CLIENT-ATTORNEY PRIVILEGE

As for my withdrawal as counsel, I must point to Section VIII of my legal services agreement, beginning on page 4 which states:

Even after a lawsuit is filed, the lawyers may discover facts that lead them to recommend that the client dismiss the lawsuit, not pursue an appeal if this case is tried and lost, or hire other lawyers to handle this case.

....

If Attorney decides to withdraw from this case, she will protect the client's interests to the extent reasonably possible by giving the client reasonable notice, allowing the client to obtain other lawyers, and giving the client any papers and property in their possession which belong to the client. The client agrees that Attorney has no duty to find other lawyers for the client in the event she withdraws from this case.

REDACTED CLIENT-ATTORNEY PRIVILEGE

As for my firm (challenged by other events impacting my family that diminishes the amount of time I can devote to contingency cases), but mostly because of the high **REDACTED CLIENT-ATTORNEY PRIVILEGE**

REDACTED CLIENT-ATTORNEY PRIVILEGE, we must withdraw as counsel even if **REDACTED CLIENT-ATTORNEY PRIVILEGE**. One of the factors forcing this decision is my experience (and those of colleagues) with the new "Trump"

REDACTED CLIENT-ATTORNEY PRIVILEGE

REDACTED CLIENT-ATTORNEY PRIVILEGE

Jackie

Jacqueline A. Armstrong
Armstrong & Associates
440 Louisiana St., Suite 900
Houston, Texas 77002
(713) 275-2181
www.armstrongatlaw.com

From: Fred Nicholas [mailto:fnicholas247@gmail.com]
Sent: Monday, May 1, 2017 10:01 AM
To: Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
Subject: Re: Case Evaluation



Fred Nicholas <fnicholas247@gmail.com>

FW: Meditation

Fred Nicholas <fnicholas247@gmail.com>

Wed, May 24, 2017 at 3:57 PM

To: Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>

Jackie,

The next course of action is to oppose their motion to invoke arbitration.

Thanks

Fred

[Quoted text hidden]

Gmail - FW: Meditation

Page 1 of 1



Fred Nicholas <fnicholas247@gmail.com>

FW: Meditation

Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
To: Fred Nicholas <fnicholas247@gmail.com>

Wed, May 24, 2017 at 4:07 PM

My next course of action is to withdraw. Your new attorney will oppose that action.

lockin

Sent from my iPhone
[Quoted text hidden]

Attachment 33 to Affidavit of Frederick Nicholas

Jacqueline Armstrong

From: Jacqueline Armstrong
Sent: Friday, May 26, 2017 11:39 AM
To: 'Steely, Rachel'
Subject: RE: Nicholas v. Inhance
Attachments: Motion to Withdraw as Counsel (No Client approval).pdf

Here is my motion.

From: Steely, Rachel [mailto:rsteely@gardere.com]
Sent: Friday, May 26, 2017 11:33 AM
To: Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
Cc: Rahmn, Mike <mrahmn@gardere.com>
Subject: RE: Nicholas v. Inhance

We can discuss this weekend? I'm tied up now and again starting Monday about 11. I can talk from tomorrow morning until Monday at 11.

Who is the new attorney?

Are we waiving off mediation?

From: Jacqueline Armstrong [mailto:jarmstrong@armstrongatlaw.com]
Sent: Thursday, May 25, 2017 12:19 PM
To: Steely, Rachel
Subject: Nicholas v. Inhance

Rachel,

We haven't been able to connect since the trial ended. I need to know if you will oppose my motion to withdraw as counsel? I would like to get my practice sorted before the next crisis arises in my brother's business.

Best,

Jackie

Jacqueline A. Armstrong
Armstrong & Associates
440 Louisiana St., Suite 900
Houston, Texas 77002
(713) 275-2181
www.armstrongatlaw.com



Fred Nicholas <fnicholas247@gmail.com>

Reply to your Response to the Motion to Withdraw

Fred Nicholas <fnicholas247@gmail.com>

Mon, Jun 26, 2017 at 9:29 AM

To: Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>

When can I pick up the case file and my funds in IOLTA?

Unsubscribe from Fred Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Reply to your Response to the Motion to Withdraw

Jacqueline Armstrong <jarmstrong@armstrongattlaw.com>

Thu, Jun 29, 2017 at 12:51 PM

To: Fred Nicholas <fnicholas247@gmail.com>

Fred,

I have completed the accounting and prepared the file for pick-up at my office on Monday afternoon. They'll be behind the front desk. Best to bring a cart because it's two banker's boxes. Most has been scanned in my system in case your new counsel want to talk.

REDACTED CLIENT-ATTORNEY PRIVILEGE



Fred Nicholas <fnicholas247@gmail.com>

Reply to your Response to the Motion to Withdraw

Fred Nicholas <fnicholas247@gmail.com>

Thu, Jul 6, 2017 at 3:19 PM

To: Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>

Jackie,

I am here at your offices picking up case files and in checking the files I do not see the full correspondences between you and Gardere on the arbitration and Rule 11 issues.

Kindly forward all correspondences related to the above immediately as I require to continue my case.

Regards,

Frederick Nicholas

[Quoted text hidden]

NICHOLAS ACCOUNTING

NICHOLAS DEPOSITS:

Earned Retainer	06-12-2014	\$5,000
Expense Deposit	11-19-2015	\$5,000
Expense Deposit	02-17-2016	\$5,000

NICHOLAS EXPENSES (AGAINST \$10,000 ON ACCOUNT)

REDACTED CLIENT-ATTORNEY PRIVILEGE	12-04-2014	\$ 99
REDACTED CLIENT-ATTORNEY PRIVILEGE	03-12-2015	\$ 195
Filing Petition with Service	11-09-2015	\$375.81
Filed pleadings (x3 @ 5.40)		\$ 16.20
Objection to ADR	09-06-2016	
Mtn Continuance	09-29-2016	
Mtn Continuance	02-24-2017	
Mtn Withdrawal	05-26-2017 No Charge	
Reply Withdrawal	06-26-2017 No Charge	
REDACTED CLIENT- ATTORNEY PRIVILEGE	11-25-2015	\$1,000
REDACTED CLIENT- ATTORNEY PRIVILEGE	02-16-2016	\$4,675
REDACTED CLIENT-ATTORNEY PRIVILEGE	04-07-2016	\$1,226.76
Copies of Discovery 196 pages @.20		\$ 39.20
Copies of Production (to and from) 2,250 pages @.20		\$ 450
Copies of Pleadings 30 pages @.20		\$ 12

TOTAL: **\$8,088.97**

No postage or delivery charged (missing records)

\$10,000 - \$8,088.97 = \$1,911.03



Fred Nicholas <fnicholas247@gmail.com>

Reply to your Response to the Motion to Withdraw

Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
To: Fred Nicholas <fnicholas247@gmail.com>

Thu, Jul 6, 2017 at 3:20 PM

They were verbal in nature, I believe. But to the extent I have any emails, I'll forward them.

From: Fred Nicholas [mailto:fnicholas247@gmail.com]
Sent: Thursday, July 6, 2017 3:19 PM

[Quoted text hidden]

[Quoted text hidden]

Attachment 39 to Affidavit of Frederick Nicholas

Gmail - REDACTED CLIENT-ATTORNEY PRIVILEGE

Page 1 of 2



Fred Nicholas <fnicholas247@gmail.com>

REDACTED CLIENT-ATTORNEY PRIVILEGE

Jacqueline Armstrong <jannstrong@armstrongallaw.com>

Mon, Jul 31, 2017 at 2:47 PM

To: "fnicholas247@gmail.com" <fnicholas247@gmail.com>

Fred,

REDACTED CLIENT-ATTORNEY PRIVILEGE

The documents have been scanned and are attached to this email. Hope the delay has not impacted your strategy with Inhance but,








REDACTED CLIENT-ATTORNEY PRIVILEGE

Jackie

Jacqueline A. Armstrong

Armstrong & Associates
440 Louisiana St., Suite 900
Houston, Texas 77002
(713) 275-2181
www.armstrongatlaw.com

7 attachments

-  **4-21-2017 JAA to RS and MR.pdf**
266K
-  **05-03-2017 JAA to RS and MR.pdf**
113K
-  **05-04-2017 FWD to FN.pdf**
50K
-  **05-04-2017 RS to JAA (cc RM).pdf**
42K
-  **05-26-2017a JAA to RS.pdf**
56K
-  **05-26-2017b JAA to RS with attachment.pdf**
45K
-  **05-26-2017c JAA to RS and MR.pdf**
85K



Fred Nicholas <fnicholas247@gmail.com>

Incomplete File!

Fred Nicholas <fnicholas247@gmail.com>

Sun, Oct 8, 2017 at 3:47 PM

To: Jacqueline Armstrong <jarmstrong@armstrongattaw.com>

Jackie,

I was looking for the following documents today and found that you have failed to provide them to me in the two banker boxes or the half dozen or so emails you forwarded on August 7, 2017.

Kindly provide the following documents immediately as I'm under deadline to get something to the courts. The documents are:

1. The Plaintiff's Request for Admissions and Inhance's Response to same
2. Plaintiff's Answer to Defendant's First Set of Interrogatories
3. Plaintiff's Response to Defendant's First Request for Production
4. Plaintiff's Reply to Inhance's General Request for Discovery which they included in their Answer to Original Petition.

You've said that you are not trying to sabotage my case but your actions in withholding documents necessary for me to prosecute my case tell a different story.

Thanks

Frederick Nicholas

Tel: 772-224-1111



Virus-free www.avg.com



Fred Nicholas <fnicholas247@gmail.com>

Incomplete File!

Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
To: Fred Nicholas <fnicholas247@gmail.com>

Sun, Oct 8, 2017 at 4:35 PM

Why on earth would I try to sabotage your case? Ridiculous. I may have overlooked those items. I'll check and send those docs.

Sent from my iPad

2017-10-08 16:35:00



Fred Nicholas <fnicholas247@gmail.com>

Initial Document Production

Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
To: "fnicholas247@gmail.com" <fnicholas247@gmail.com>

Mon, Oct 9, 2017 at 11:21 AM

Item #3.

From: Jacqueline Armstrong
Sent: Friday, April 1, 2016 1:25 PM
To: Fred Nicholas <fnicholas247@gmail.com>
Subject: Initial Document Production

[Quoted text hidden]

2 attachments



First Production.pdf
4291K



Nicholas Responses Objections to First Set of RFP.pdf
143K

Motion to Compel Arbitration
July 17, 2017

REPORTER'S RECORD
VOLUME 1 OF 1 VOLUMES
TRIAL COURT CAUSE NO. 2015-67125

FREDERICK NICHOLAS) IN THE DISTRICT COURT
vs.) HARRIS COUNTY, TEXAS
INHANCE TECHNOLOGIES,)
LLC) 11th JUDICIAL DISTRICT

MOTION TO COMPEL ARBITRATION

On the 17th day of July, 2017, the following
proceedings came on to be held in the above-titled and
numbered cause before the Honorable Kristen Hawkins,
Judge Presiding, held in Houston, Harris County, Texas.

Proceedings reported by computerized stenotype
machine.

Motion to Compel Arbitration
July 17, 2017

APPEARANCES

Mr. Frederick Nicholas
PRO SE
7843 Belgard St.
Houston, Texas 77033
Telephone: 713-240-6372
Counsel for PLAINTIFF/PRO SE

Ms. Rachel Steely
Mr. Michael Rahmn
GARDERE WYNNE SEWELL
1000 Louisiana, #2000
Houston, Texas 77002
Telephone: 713-276-5500
Counsel for DEFENDANT

Motion to Compel Arbitration
July 17, 2017

P R O C E E D I N G S

09:03:03 3 THE COURT: It is a Motion to Stay and
09:03:07 4 Compel Arbitration is what you filed.

09:03:12 5 MR. RAHMN: That is right, Your Honor.

09:03:12 6 MS. STEELY: Your Honor, the hearing today
09:03:13 7 is on a Motion to Compel Arbitration.

09:03:16 8 THE COURT: To stay the Court proceedings
09:03:19 9 and compel arbitration?

09:03:20 10 MS. STEELY: Yes, Your Honor. That is the
09:03:22 11 motion we are hearing today. My understanding is that
09:03:23 12 -- and on Friday he filed a motion basically to stay the
09:03:29 13 proceedings altogether because he wants 90 days in order
09:03:33 14 to hire an attorney and also to go to mediation.

09:03:38 15 It is our position that today the Motion
09:03:42 16 to Compel Arbitration needs to be heard for a couple of
09:03:46 17 reasons. Number one is that on May 2nd he was notified
09:03:50 18 pursuant to his motion that his attorney would be
09:03:53 19 withdrawing. He has had two and a half month to get a
09:03:56 20 new lawyer. The motion was filed that we are here on
09:03:59 21 today in May with an original hearing date on June 19
09:04:03 22 that had to be reset. Everyone knew even before his
09:04:07 23 attorney withdrew that there was a Motion to Compel
09:04:09 24 Arbitration that was outstanding.

09:04:11 25 Secondly, this case has been on file since

Motion to Compel Arbitration
July 17, 2017

09:04:14 1 November 9, 2015. There has been substantial delays on
09:04:18 2 getting this moved forward. There is no prejudice at
09:04:21 3 this point as far as having it go to mediation --
09:04:27 4 THE COURT: Arbitration.
09:04:28 5 MS. STEELY: Arbitration and that we
09:04:29 6 believe it is timely. The only thing that has even been
09:04:33 7 done in this case, quite frankly, is that we have
09:04:33 8 exchanged some documents. That is only thing that has
09:04:38 9 been done. So there would be no prejudice.
09:04:40 10 Finally mediation we believe in this
09:04:43 11 matter right now is not feasible. Just a little
09:04:46 12 explanation on that. We originally thought we could get
09:04:50 13 to mediation at the time his attorney wanted to
09:04:53 14 withdraw. We thought that that would be a great time to
09:04:57 15 maybe do that before arbitration was decided by the
09:04:59 16 Court. Then I also earlier had filed a pleading trying
09:05:06 17 to get some guidance on what we should be doing and
09:05:09 18 perhaps decide whether or not we could go to mediation.
09:05:13 19 We agreed mediation may be a good thing for us to do at
09:05:16 20 this time right now.
09:05:17 21 A couple of things have transpired since
09:05:20 22 then. Number one, we believe his prior attorney needs
09:05:23 23 to be at that mediation because of her interest in the
09:05:26 24 settlement as well. He has objected to that. Not only
09:05:29 25 that, he is filing a grievance against his prior

Motion to Compel Arbitration
July 17, 2017

09:05:35 1 attorney and he is now filing a grievance against me
09:05:39 2 with the State Bar because I had copied him. Well, I
09:05:40 3 didn't copy him. The e-filing system copied. So they
09:05:40 4 sent notice to me he is filing a grievance.

09:05:47 5 Also, I don't know that mediation would be
09:05:48 6 practical because one of his exhibits to his motion
09:05:52 7 states that you, Your Honor, suggested that he sue his
09:05:57 8 prior lawyer, Miss Armstrong, as well.

09:06:00 9 THE COURT: I did not suggest you sue her.
09:06:03 10 I said if there are other proceedings, you need to
09:06:05 11 determine whether those are appropriate. That is your
09:06:08 12 decision. It is not anything that I am making an
09:06:11 13 opinion on at all.

09:06:12 14 MR. NICHOLAS: Understood.

09:06:13 15 THE COURT: Let's be very clear about that
09:06:15 16 that I am not suggesting you sue anybody. But that if
09:06:19 17 you think that you have claims, you need to investigate
09:06:22 18 them. That is on you to do that.

09:06:25 19 MS. STEELY: Based on what has transpired,
09:06:30 20 Mr. Nicholas contacted Robert Rice who has been doing
09:06:35 21 mediations for 30 years, well respected, and I respect
09:06:38 22 him as well. He contacted him and talked to him about
09:06:41 23 doing mediation. I then contacted Mr. Rice about a
09:06:44 24 mediation as well. After discussion with Mr. Rice, it
09:06:49 25 is Mr. Rice's opinion, the mediator's opinion, that

Motion to Compel Arbitration
July 17, 2017

09:06:52 1 mediation at this time would be a waste of money for the
09:06:56 2 reasons I just talked about and because that dealing
09:07:01 3 with the proceedings where they stand right now it is
09:07:04 4 his opinion as well we should not be doing mediation.

09:07:07 5 Based on that, the fact that we have these
09:07:09 6 outlying issues with theses grievances and lawsuits,
09:07:13 7 whatever else with prior counsel, we have a mediator who
09:07:18 8 we have both spoken to who doesn't suggest we mediate at
09:07:22 9 this time. And because there has been on file now for
09:07:25 10 two months a Motion to Compel this matter to
09:07:29 11 arbitration. We believe that arbitration should be
09:07:33 12 heard today.

09:07:34 13 Mr. Nicholas is asking for 90 days to hire
09:07:37 14 a lawyer. That effectively is giving him almost six
09:07:43 15 months and would put this case at the two year mark from
09:07:45 16 when it was filed. It doesn't take six months to find a
09:07:49 17 lawyer in the first place, much less now he has had two
09:07:50 18 and a half months to find a lawyer. He has been on
09:07:53 19 notice of this motion for almost two months. So we
09:07:55 20 would ask the Court to hear the Motion to Compel
09:07:55 21 Arbitration.

09:07:57 22 And it also once it goes to arbitration it
09:08:00 23 is beneficial for a lawyer to help him find a lawyer
09:08:03 24 because now we know where we stand with arbitration,
09:08:07 25 number one. Number two, it takes a while

Motion to Compel Arbitration
July 17, 2017

09:08:09 1 administratively for things to start with arbitration.
09:08:12 2 That will give him a little extra time to find a lawyer
09:08:15 3 as well.

09:08:16 4 So today we are asking the Court to hear
09:08:17 5 the Motion to Compel Arbitration and not to provide 90
09:08:21 6 days for him to find a lawyer since he has already had
09:08:23 7 two and a half months.

09:08:24 8 THE COURT: Okay. Mr. Nicholas.

09:08:27 9 MR. NICHOLAS: Okay. The order for my
09:08:35 10 attorney to withdraw was signed June 26. As I
09:08:40 11 mentioned, there was some issues with -- I went to pick
09:08:44 12 up my case file. After that, a week later because I was
09:08:49 13 out of the country the file was incomplete. I wrote to
09:08:52 14 the lawyer. The communications are in my motion.

09:08:55 15 THE COURT: When we were at the last
09:08:57 16 hearing you mentioned that you had been talking to a
09:09:00 17 lawyer about your case.

09:09:01 18 MR. NICHOLAS: Yes.

09:09:01 19 THE COURT: Are you still in contact with
09:09:03 20 that lawyer?

09:09:04 21 MR. NICHOLAS: Yes. But again, there is
09:09:07 22 allegedly on the case and the lawyer -- that is why it
09:09:18 23 was put on for to dissuade other lawyers from taking the
09:09:22 24 case because they don't know if there is actually a
09:09:26 25 40 percent lien. I went to pick up my file. It wasn't

Motion to Compel Arbitration
July 17, 2017

09:09:29 1 complete. I e-mailed her.

09:09:32 2 THE COURT: The lien was actually to
09:09:32 3 protect any work that she may have done on the case. It
09:09:35 4 is not to dissuade other lawyers. It is so that she can
09:09:40 5 be compensated for the work that she has done on the
09:09:43 6 case.

09:09:44 7 MR. NICHOLAS: Well, that is an issue
09:09:47 8 between her and I. I have paid her money to advise --

09:09:50 9 THE COURT: Then that is an issue you will
09:09:51 10 have to deal with her about.

09:09:53 11 MR. NICHOLAS: So I advised counsel that I
09:09:55 12 didn't have the complete file. I don't have the
09:09:58 13 complete file. My ex-lawyer says she's busy as the
09:10:03 14 exhibit shows in my motion.

09:10:08 15 THE COURT: How many lawyers have you
09:10:09 16 spoken with?

09:10:11 17 MR. NICHOLAS: Half a dozen.

09:10:12 18 THE COURT: Okay.

09:10:15 19 MR. NICHOLAS: So I contacted the
09:10:20 20 defendants letting them know I was looking for counsel
09:10:26 21 and there was a window of opportunity to potentially do
09:10:31 22 a mediation. Their response was, yes, we are interested
09:10:37 23 in mediation.

09:10:41 24 Shortly after that I received a motion,
09:10:43 25 the same type of motion, emergency to compel from the

Motion to Compel Arbitration
July 17, 2017

09:10:50 1 defendants. Defendant's Emergency Motion for
09:10:53 2 Clarification, Motion to Stay Docket Control Order and
09:10:57 3 Motion to Order Mediation and a request for immediate
09:11:01 4 hearing, emergency hearing. Their position -- that was
09:11:06 5 never brought before you. I spent a week with them
09:11:11 6 going back and forth. In this again they asked for --
09:11:20 7 on Page 2 they're requesting that the arbitration
09:11:26 8 hearing be moved until August 21. This is July 5th.
09:11:33 9 They never filed it. So they ate up the time. I had
09:11:38 10 asked for a continuance of 90 days. The emergency
09:11:41 11 motion I submitted I am asking 60 days from the date of
09:11:46 12 mediation.

09:11:47 13 They agreed to mediation. They changed
09:11:49 14 their mind. They had agreed to reset this hearing.
09:11:54 15 They changed their mind.

09:11:56 16 THE COURT: Did you talk to the mediator
09:11:57 17 that she mentioned earlier?

09:11:59 18 MR. NICHOLAS: Yes and he never mentioned
09:12:01 19 anything about that. It was just an initial phone call
09:12:05 20 to see if he was available. I gave them a date of
09:12:08 21 tomorrow (sic) because counsel had given me dates. She
09:12:11 22 said she wanted dates between July 10 and August 14
09:12:15 23 because she was going to be out of the country.

09:12:19 24 Until this week their position was they
09:12:22 25 didn't want to go ahead with arbitration. They wanted

Motion to Compel Arbitration
July 17, 2017

09:12:28 1 to try mediation. They're changing their mind again.
09:12:30 2 They sent me e-mails saying that the Court instructed us
09:12:32 3 to do something which obviously wasn't true. They have
09:12:40 4 thrown the kitchen sink to try and, I guess, get an
09:12:48 5 advantage somehow. It is difficult to try and proceed
09:12:53 6 with this litigation when they keep changing their mind
09:12:58 7 when they're in discussions with my ex-lawyer.

09:13:03 8 I can't understand how they could propose
09:13:07 9 such a notion to have my ex-attorney in mediation with
09:13:13 10 me when clearly she's in their camp now. Their motion
09:13:21 11 says they're having discussion was her. Their motion
09:13:26 12 says she's available to attend mediation but she hasn't
09:13:32 13 dropped my case because she didn't have time.

09:13:34 14 THE COURT: If she has an interest in the
09:13:35 15 case then she might be beneficial to have at mediation.

09:13:42 16 MR. NICHOLAS: Where is the evidence that
09:13:43 17 she has an interest in the case?

09:13:44 18 THE COURT: You just said she has a lien
09:13:47 19 on your file.

09:13:48 20 MR. NICHOLAS: She says she has a lien.
09:13:50 21 Where is the document?

09:13:52 22 THE COURT: I don't know what your
09:13:52 23 agreement with her is. I don't know what your fee
09:13:55 24 agreement says. But what I am saying is if she does and
09:13:58 25 she purports to then she would be a beneficial person to

Motion to Compel Arbitration
July 17, 2017

09:14:02 1 have at the mediation. Maybe not sitting in the same
09:14:05 2 room with you, but at least at the mediation itself, not
09:14:09 3 representing you.

09:14:10 4 MR. NICHOLAS: If she has a document that
09:14:12 5 shows that she has a lien on me, I am happy to take a
09:14:16 6 look at it. But right now as I said what she has done
09:14:19 7 in terms of the lien and what she did in terms of the
09:14:22 8 statement that something happened after she withdrew,
09:14:29 9 that is perception into dissuading another lawyer.
09:14:33 10 Another lawyer doesn't want to come close to it as long
09:14:36 11 as she is making the allegation. She has no legal basis
09:14:40 12 for a lien. There is no court order or anything. I can
09:14:45 13 say I have a lien against somebody's car. That doesn't
09:14:49 14 mean that I do.

09:14:52 15 THE COURT: Let's focus on the issue here
09:14:54 16 today of arbitration. They believe there is a valid and
09:14:58 17 enforceable arbitration agreement. Do you disagree with
09:15:02 18 that?

09:15:02 19 MR. NICHOLAS: I am sorry?

09:15:02 20 THE COURT: They believe there is a valid
09:15:02 21 and enforceable arbitration agreement which you signed.
09:15:02 22 Do you disagree with that?

09:15:10 23 MR. NICHOLAS: I don't have the agreement
09:15:12 24 with me.

09:15:16 25 THE COURT: Do you have a copy of it?

Motion to Compel Arbitration
July 17, 2017

09:15:21 1 MS. STEELY: We also, Your Honor, on
09:15:22 2 Friday in writing as well offered to provide him any
09:15:26 3 information that he needed for the hearing today that he
09:15:29 4 claims he didn't have from his lawyer. He declined that
09:15:32 5 invitation.

09:15:35 6 MR. NICHOLAS: Your Honor, documents of
09:15:38 7 correspondences between my former counsel and the
09:15:44 8 defendants are not the only missing documents.

09:15:49 9 THE COURT: I don't think that is what she
09:15:49 10 is offering you. I think she's offering you things such
09:15:50 11 as the arbitration agreement, any correspondence between
09:15:54 12 their office and your attorney if you need that to
09:15:58 13 complete your file, or any other background discovery
09:16:02 14 documents that they have provided to your attorney.
09:16:05 15 They're offering to give you all the discovery again it
09:16:08 16 sounds like.

09:16:09 17 MR. NICHOLAS: It is not the discovery
09:16:10 18 materials. It is the correspondence and notes with
09:16:14 19 defendants and expert witnesses and that type of thing.

09:16:28 20 THE COURT: What do you believe you need
09:16:29 21 to respond to the Motion to Compel Arbitration?

09:16:33 22 MR. NICHOLAS: Number one, an attorney.

09:16:37 23 THE COURT: All right.

09:16:37 24 MR. NICHOLAS: Number two, time for the
09:16:43 25 attorney to review the file and prepare.

Motion to Compel Arbitration
July 17, 2017

09:16:46 1 THE COURT: You have had a few months to
09:16:48 2 do that and I understand you believe you have
09:16:48 3 difficulties. But I am not going to hold this case up
09:16:52 4 indefinitely.

09:16:56 5 MR. NICHOLAS: Your Honor, this case has
09:16:57 6 been held up for two years as the defendants, they, in
09:17:02 7 their -- in their Motion to Compel Arbitration, not
09:17:08 8 because of me, because defendant counsel and my
09:17:12 9 ex-counsel had too much of a case load. That is in my
09:17:18 10 motion. That is what they put in their Motion to
09:17:20 11 Compel.

09:17:22 12 THE COURT: You believe you need an
09:17:23 13 attorney and more time. What else?

09:17:26 14 MR. NICHOLAS: Well, they had agreed to
09:17:28 15 mediation. They wanted mediation before the arbitration
09:17:32 16 and now they're changing their mind. They wanted
09:17:35 17 mediation before August 14. There is a good chance we
09:17:40 18 can settle this case in mediation. I sought an order
09:17:44 19 for mediation just to say in the emergency motion.

09:17:49 20 THE COURT: Here is what I am going to do.
09:17:50 21 I am going to do the Motion to Compel Arbitration on the
09:17:54 22 submission docket. I am going to give you until
09:18:06 23 August 7 to file all responses to their Motion to Compel
09:18:14 24 Arbitration and then I will take a look at the Motion to
09:18:16 25 Compel Arbitration and then I will make a ruling on it

Motion to Compel Arbitration
July 17, 2017

09:18:20 1 on the submission docket. If you can obtain an attorney
09:18:24 2 before then, great. If you can go to mediation before
09:18:27 3 then. This doesn't preclude mediation even if I order
09:18:30 4 it to arbitration, if I were to. I am not saying what I
09:18:31 5 am going to do.

09:18:32 6 MR. NICHOLAS: Ordering it to mediation?

09:18:34 7 THE COURT: If I were to grant their
09:18:36 8 Motion to Compel Arbitration, which I don't know what I
09:18:39 9 am going to do because I haven't looked at the whole
09:18:42 10 thing, I haven't looked at your response, that would
09:18:46 11 still not preclude mediation. You would still be able
09:18:49 12 to talk to them about mediating the case. If you think
09:18:52 13 mediation would be beneficial, then --

09:18:57 14 MR. NICHOLAS: Your Honor, both sides in
09:18:59 15 the last week sought an order for mediation.

09:19:03 16 THE COURT: I know, but they believe some
09:19:05 17 things have transpired to change their position. If you
09:19:10 18 think you can alleviate their concerns and get it to the
09:19:13 19 mediation, then continue to pursue that. I am not
09:19:15 20 telling you not to mediate.

09:19:18 21 I will give you until August 7 to respond
09:19:22 22 to their Motion to Compel Arbitration. That will give
09:19:23 23 you some time to find a lawyer and have a lawyer help
09:19:26 24 write your response if you need to.

09:19:28 25 MS. STEELY: Your Honor, in the meantime,

Motion to Compel Arbitration
July 17, 2017

09:19:29 1 if you want us to make a settlement demand, we are happy
09:19:32 2 to entertain any type of settlement demand.

09:19:38 3 THE COURT: Okay. If you think there is
09:19:38 4 an amount that you could settle for, I would recommend
09:19:38 5 sending it over to them to have them review it.

09:19:43 6 MR. NICHOLAS: Am I going to get a hearing
09:19:44 7 on this motion?

09:19:46 8 THE COURT: This is it. If you have
09:19:48 9 something else you would like to add, please go ahead
09:19:52 10 and offer it right now.

09:19:55 11 MR. NICHOLAS: Thank you, Your Honor.

09:20:00 12 THE COURT: Make sure you get a response
09:20:03 13 in by August 7. That is when I will look at it.

09:20:06 14 MR. NICHOLAS: Thank you.

09:20:06 15 THE COURT: Thank you.

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Motion to Compel Arbitration
July 17, 2017

1 STATE OF TEXAS:

2 COUNTY OF HARRIS:

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4 I, Terri W. Anderson, Official Court Reporter in
5 and for the 11th District Court of Harris, State of
6 Texas, do hereby certify that the above and foregoing
7 contains a true and correct transcription of all
8 portions of evidence and other proceedings requested in
9 writing by counsel for the parties to be included in
10 this volume of the Reporter's Record in the above-styled
11 and numbered cause, all of which occurred in open court
12 or in chambers and were reported by me.

13 I further certify that this Reporter's Record of the
14 proceedings truly and correctly reflects the exhibits,
15 if any, offered by the respective parties.

16 I further certify that the total cost for the
17 preparation of this Reporter's Record is \$_____ and
18 was paid/will be paid by _____.

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Expiration: 12/31/18

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telling [1] 14/20	they [25] they're [6] 9/7 10/1 10/7 10/11 12/15 13/16	time [11] 4/13 4/14 4/20 6/1 6/9 7/2 9/9 10/13 12/24 13/13 14/23
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Jacqueline Armstrong

From: Jacqueline Armstrong
Sent: Wednesday, May 3, 2017 2:33 PM
To: 'Steely, Rachel'
Cc: Rahmn, Mike
Subject: RE: Nicholas v. Inhance
Attachments: 02 - RSteely Rule 11 Arb.pdf

Rachel,

Could you please confirm the "not pursuing arbitration" by signing the Rule 11 I forwarded earlier this week. Fred Nicholas is insisting and it is impacting some decisions I'm forcing him to make. It would help me out and move the litigation. I'm attaching another copy to this email. I really don't want to go down to the court and start a process for a decision on that clause if we can dispose of the issue by agreement.

Thanks.

Jackie

Jacqueline A. Armstrong
Armstrong & Associates
440 Louisiana St., Suite 900
Houston, Texas 77002
(713) 275-2181
www.armstrongatlaw.com

From: Steely, Rachel [mailto:rsteely@gardere.com]
Sent: Sunday, April 23, 2017 10:07 AM
To: Jacqueline Armstrong <jarmstrong@armstrongatlaw.com>
Cc: Rahmn, Mike <mrahmn@gardere.com>
Subject: RE: Nicholas v. Inhance

Jackie,

We are not pursuing the arbitration. Thank you.

Rachel

From: Jacqueline Armstrong [mailto:jarmstrong@armstrongatlaw.com]
Sent: Friday, April 21, 2017 12:41 PM
To: Steely, Rachel

Jacqueline Armstrong

From: Jacqueline Armstrong
Sent: Friday, April 21, 2017 12:42 PM
To: 'rsteely@gardere.com'
Cc: 'Rahmn, Mike'
Subject: Nicholas v. Inhance
Attachments: Employment Contract - Nicholas 00001 - 00004.pdf

Rachel,

Before proceeding any further in this litigation, I must know if Inhance is invoking the arbitration clause in Mr. Nicholas's employment agreement. I had brought this clause to Mike Rahm's attention several months ago and asked Inhance's intent. Because of the time constraints of the Amended Docket Control Order, I must have an immediate and definitive answer on this issue.

I am attaching another copy of the employment agreement that was produced in the first round of discovery as "Nicholas – 00001 through 00004." Please let me have your client's response by Wednesday, April 26th.

Have a good weekend.

Jackie

Jacqueline A. Armstrong
Armstrong & Associates
440 Louisiana St., Suite 900
Houston, Texas 77002
(713) 275-2181
www.armstrongatlaw.com

Attachment 45 to Affidavit of Frederick Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Nicholas v Inhance, Case No.: 2015- 67125

Fred Nicholas <fnicholas247@gmail.com>
To: rachelsteely <rsteely@gardere.com>

Mon, Aug 7, 2017 at 4:02 PM

Rachel,

Since you offered help on providing documents from Armstrong incomplete file, I'm wondering if you could provide copy of scrubber destruction efficiency report required under section 12 special conditions for Houston permit.

I am waiting to hear back from TCEQ as I've requested copy from them but I would be in position to make other decisions more expeditiously if you could forward a copy.

Kindly let me know if you are in agreement to provide report.

Thanks

Frederick Nicholas
Plaintiff

On Aug 7, 2017 7:48 AM, "Steely, Rachel" <rsteely@gardere.com> wrote:
[Quoted text hidden]

Attachment 46 to Affidavit of Frederick Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Nicholas v Inhance, Case No.: 2015- 67125

Fred Nicholas <fnicholas247@gmail.com>

Mon, Aug 7, 2017 at 1:10 PM

To: rachelsteely <rsteely@gardere.com>

There will be oral argument without written response

[Quoted text hidden]

Attachment 47 to Affidavit of Frederick Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Nicholas v Inhance

Rahmn, Mike <mrahmn@gardere.com>
To: Fred Nicholas <fnicholas247@gmail.com>
Cc: "Steely, Rachel" <rsteely@gardere.com>

Mon, Aug 14, 2017 at 3:38 PM

Mr. Nicholas,

I am available on August 21, 2017. I am not available on August 28, 2017.

Please let us know when you have confirmed a hearing date with the court.

Again, please also include Rachel Steely on all emails to me regarding this matter. Rachel is copied on this email.

Thank you,

Mike

Mike Rahmn
713.276.5021 direct

From: Fred Nicholas [mailto:fnicholas247@gmail.com]
Sent: Monday, August 14, 2017 2:34 PM

[Quoted text hidden]

[Quoted text hidden]

Attachment 48 to Affidavit of Frederick Nicholas

Fred Nicholas <fnicholas247@gmail.com>

Nicholas v Inhance

Rahmn, Mike <mrahmn@gardere.com>

Mon, Aug 14, 2017 at 4:34 PM

To: Fred Nicholas <fnicholas247@gmail.com>, "Steely, Rachel" <rsteely@gardere.com>

Mr. Nicholas,

You and I may be available one day, but the court may not also be available that day. Therefore, rather than exchanging dates the parties are available, you might contact the court and see when it is available for a hearing. Please let us know what dates the court is available for a hearing.

Thank you,

Mike

Mike Rahmn
713.276.5021 direct

From: Fred Nicholas [mailto:fnicholas247@gmail.com]**Sent:** Monday, August 14, 2017 3:51 PM**To:** Rahmn, Mike; Steely, Rachel**Subject:** Re: Nicholas v Inhance

[Quoted text hidden]

Attachment 49 to Affidavit of Frederick Nicholas



Fred Nicholas <fnicholas247@gmail.com>

Nicholas v Inhance

Fred Nicholas <fnicholas247@gmail.com>
To: "Rahmn, Mike" <mrahmn@gardere.com>

Mon, Aug 14, 2017 at 4:37 PM

Already tried that Mike.

I was advised by court clerk that rules of Judge Hawkins court are, inter alia, the movant must request hearing.

Frederick Nicholas
[Quoted text hidden]

Attachment 50 to Affidavit of Frederick Nicholas

8/20/2017 11:55 PM
Chris Daniel - District Clerk Harris County
Envelope No. 18956375
By Justin Fitzgerald
Filed 8/21/2017 12:00 AM

August 20th, 2017

By Electronic Service & Filing

Court Clerk
11th Judicial District of Harris County
Harris County Civil Courthouse
201 Caroline, 9th Floor
Houston, Texas 77002

Re: Frederick L. Nicholas v Inhance Technologies LLC
Case No.: 2015-67125

Dear Ms. DeLaRosa,

I am the Plaintiff in the above case, acting pro se. I am writing to the Court to provide an update on the status of the above referenced case. Please forward this letter to Judge Brauchle Hawkins.

Plaintiff received the "complete" file from his former attorney on August 7, 2017, and since located the evidence necessary for his argument in opposition to Defendant's Motion to Compel Arbitration. The same day, Plaintiff advised Defendant that he would not be filing a written response to their motion but instead would be making oral arguments at the hearing. Subsequently, Plaintiff contacted Defendant inquiring whether Defendant had requested a date for hearing on their motion. Defendant requested that Plaintiff contact Court for setting of hearing. Plaintiff advised Defendant that Court advised him that only the moving party can request a hearing on motion.

As such and, by way of this letter, Plaintiff informs the Court that he is ready to proceed with a hearing on Defendant's Motion to Compel Arbitration.

Thanking you in advance for your assistance in this matter.

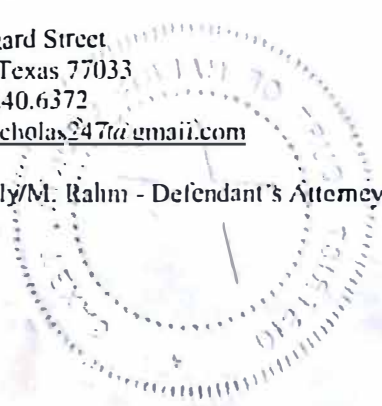
Respectfully,

/s/ Frederick L. Nicholas

Frederick L. Nicholas
Plaintiff, pro se

7843 Belgard Street
Houston, Texas 77033
Tel: 713.240.6372
Email: fnicholas247@aol.com

cc R. Stealy/M. Rahm - Defendant's Attorneys



INTERROGATORY NO. 5: Identify the impact to your physical health you allege you incurred as a result of the actions and/or conduct you complain about in the Lawsuit. *See* your Original Petition and Request for Disclosures, paragraph 25. Include in your answer:

- a. the date(s) you incurred the physical impact;
- b. the name, business address, and telephone number of all doctors, therapists, hospitals, out-patient facilities, clinics and other healthcare providers you consulted for the physical impact;
- c. the dollar value you seek for each instance of physical impact; and
- d. how you calculated the amount identified in part (c) to this interrogatory.

ANSWER:

REDACTED

INTERROGATORY NO. 6: Identify the mental anguish you allege you incurred as a result of the actions and/or conduct you complain about in the Lawsuit. Include in your answer:

- a. the date(s) you incurred the mental anguish;
- b. the name, business address, and telephone number of all doctors, therapists, hospitals, out-patient facilities, clinics and other healthcare providers you consulted for the mental anguish;

- c. the dollar value you seek for each instance of mental anguish; and
- d. how you calculated the amount identified in part (c) to this interrogatory.

ANSWER:

REDACTED

INTERROGATORY NO. 7: Identify all Persons, places and/or businesses with whom you have applied for employment since February 4, 2014. In answering this interrogatory, please state, with respect to each application for employment, the date and nature of the application (e.g., an application form, a letter, a phone call, visit, etc.) and the position(s) for which you applied.

ANSWER:

REDACTED

REDACTED

INTERROGATORY NO. 10: From February 4, 2014 to the present or the time of trial, have you received unemployment compensation, social security benefits, disability benefits, worker's compensation benefits, or another governmental or private welfare benefit payments? If yes, state the date when the benefits were received and the total amount of the benefits and the identity of the Person providing the benefits.

ANSWER:

REDACTED

INTERROGATORY NO. 11: From February 4, 2014 to the present or the time of trial, have you received any income compensation, salary, wages, tips gifts, revenue or remuneration of any kind whatsoever other than the income described in the answers to the preceding Interrogatories? If yes, please identify each source of such income and with respect to each source of income state the total amount of income received.

ANSWER:

REDACTED

INTERROGATORY NO. 12: Please state the specific damages that you seek for lost wages and benefits both in the past and future, liquidated damages, compensatory damages, punitive damages and attorneys' fees, and/or in total amount and the mathematical computation(s) used to compute such amount(s).

ANSWER:

REDACTED