



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services
DIVISION OF WORKERS' COMPENSATION

[Redacted]
<http://www.wyomingworkforce.org>



Robin Sessions Cooley
Director
Jason Wolfe
Interim Deputy Director

[Redacted]

May 13, 2019

CODY, WY 82414-1616

RE: Installment Payment Agreement for [Redacted]
Employer No: [Redacted]

COMES NOW the parties, [Redacted] hereinafter known as "Employer", and the Wyoming Department of Workforce Services, Workers' Compensation Division, hereinafter known as "The Division", and hereby make this *Installment Payment Agreement*, hereinafter referred to as "Agreement".

RECITALS

WHEREAS, [Redacted] hereinafter ("Debtor"), has fallen behind on employer premiums owed to the Wyoming Department of Workforce Services, Workers' Compensation Division, on its workers' compensation account in the amount of **\$148,468.62 including premium, interest, and late filing penalties**, as of the date of this Agreement.

WHEREAS, Debtor acknowledges its obligation to the Division for delinquent employer premiums in the amount of **\$147,718.62 including premium, CCL, and interest** (as of May 13, 2019); and

WHEREAS, Debtor is currently unable to pay the amount owed in full to the Division, but it desires to pay the full premium and CCL amount of \$81,960.88 and interest penalties of \$30,000.00 it owes the Division in installments; and

WHEREAS, the Parties desire to enter into this written agreement which sets forth the terms by which each debtor agrees to repay all delinquent workers' compensation premiums to the Division;

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

Debtor shall pay the Division \$111,960.88 in delinquent workers' compensation premiums, interest and late file penalties. The Debtor shall make equal consecutive monthly installments of \$750.00 until the entire amount is paid. The monthly installments shall be due on the 1st day of each month, beginning the 1st day of June, 2019.

So long as Debtor continues to make monthly payments as agreed in the previous paragraph, no additional interest and penalties shall accrue on the aforementioned amount owed during term of this Agreement.

Furthermore, Debtor must remain in compliance with any and all additional requirements of The Division, to include, but not be limited to, timely filing and payment of all future payroll reports, premiums, and other charges, and any and all other future liabilities incurred with The Division as defined at W.S. § 27-14-203.

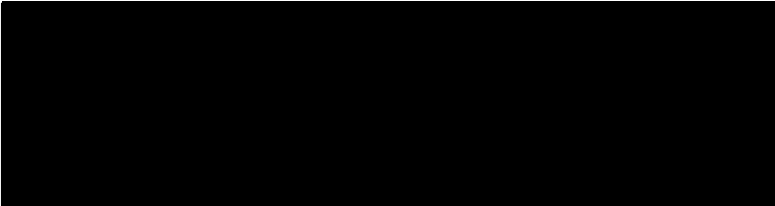
Failure to comply with any of the terms and conditions as described herein shall be considered an immediate default of this Agreement. In the event of default, Debtor shall immediately become liable for the original amount due as stated hereinabove, less any payments, and all interest and penalties as shall be applied in full from and since the original date of delinquency.

In addition, upon default of Debtor, Wyoming Department of Workforce Services, Workers' Compensation Division may proceed with further recovery and collection against **Thomas Hall** or **Caleco Foundry Inc.** including, but not limited to, legal action in **Laramie County, Wyoming** without further notice being provided to Debtor.

All payments made pursuant to this Installment Payment Agreement should be made payable to Wyoming Department of Workforce Services, Workers' Compensation Division, Attn: Michele Johnson, 1510 E. Pershing Blvd., 2nd Floor, Cheyenne, Wyoming 82002.

Employer shall provide change of residential and/or mailing address and/or other account information to Wyoming Department of Workforce Services, Workers' Compensation Division within ten (10) days of change.

5/14/19
DATE

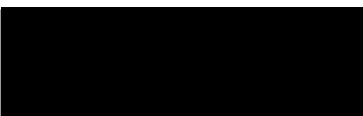
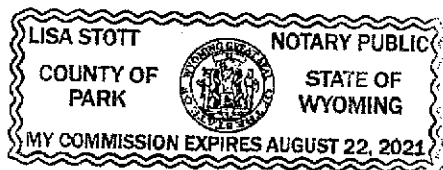


(SEE NOTARY BLOCK ON FOLLOWING PAGE)

STATE OF WYOMING)
 : ss.
COUNTY OF NATRONA)

The foregoing Installment Payment Agreement was signed before me by [REDACTED]
Owner [REDACTED] this 14 day of May, 2019.

WITNESS MY HAND AND OFFICIAL SEAL



My Commission Expires: 8-22-21

WYOMING WORKERS' COMPENSATION
DIVISION

DATE

By: _____
Michele Johnson, Business Operations Program
Manager

INSTALLMENT PAYMENT AGREEMENT

Employer: [Redacted] Address: [Redacted]
Account: [Redacted] Cody, WY 82414-1616

THIS AGREEMENT is entered into by the State of Wyoming, Department of Workforce Services, Employment Tax Division (hereafter "Division") and [Redacted] (hereinafter "Debtor"), collectively referred to as the "parties."

WHEREAS, W.S. § 27-3-511(f) authorizes the Division to enter into Installment Payment Agreements; and

WHEREAS, Debtor admits that it owes the Division the amount of \$43,938.78 for delinquent Unemployment Insurance (hereinafter "U.I.") taxes, interest, and service fees, as of the date of May 13, 2019. Said debt amount has accrued from the 1st quarter of 2012 through the 2nd quarter of 2018; and

WHEREAS, Debtor represents that, because of its financial condition, a lump sum payment of its outstanding liability to the Division would cause it severe inconvenience; and

WHEREAS, the conditions for entering into an Installment Payment Agreement as provided in W.S. § 27-3-511(f) are satisfied; and

WHEREAS, Debtor and the Division desire to enter into a written agreement which sets forth the duties and rights of both parties regarding an Installment Payment Agreement;

NOW, THEREFORE, the parties hereby mutually covenant and agree as follows:

1. DEBTOR'S DUTIES.

A. Payments. Debtor shall pay the Division \$31,449.91 in delinquent Unemployment Insurance (U.I.) taxes, interest and services. Upon fulfillment of this Agreement, the Division will waive all remaining interest showing on the account that has accrued from the 1st quarter of 2012 through the 2nd quarter of 2018.

Interest shall continue to accrue at the statutory rate on the unpaid tax balance, as per W.S. § 27-3-510(a), until such time as all delinquent taxes, interest and services are paid under the terms of this Agreement. The Debtor shall make equal consecutive monthly installments of \$750.00. The monthly installments shall be due on the 1st day of each month, beginning the 1st day of June, 2019.

All payments made pursuant to this Installment Payment Agreement should be made payable to Wyoming Department of Workforce Services, Attn: Nancy Fenster, P.O. Box 2760, Casper, Wyoming 82602. Employer shall provide change of residential and/or mailing address and/or other account information to Wyoming Department of Workforce Services, Employment Tax Division within ten (10) days of change.

B. Place of Payments. All payments shall be mailed to the State of Wyoming, Department of Workforce Services, Unemployment Tax Division, P.O. Box 2760, Casper, WY 82602.

C. Calculation of Interests. W.S. § 27-3-510(a) provides for interest to be applied on the delinquent U.I. tax at a rate, "of two percent (2%) per month or any fractional portion thereof from the due date until payment plus accrued interest is received by the department."

D. Applicability of Payment Plan. Debtor understands and agrees that this Agreement applies only to delinquent U.I. tax, interest and service fee(s) liability as of the date of this Agreement and for the quarter(s) or period(s) specified in this Agreement, and that the Debtor further agrees to file and pay taxes on all future Wyoming Quarterly U.I. Summary Reports when due.

2. **LIENS.** Notwithstanding the terms of this Agreement, Debtor specifically consents and agrees that the Division, in its sole discretion, may exercise any and all statutory lien rights which it may possess with regards hereto. The Division will not file suit or use the legal remedies of execution and garnishment against the Debtor's assets to collect the debt subject to this Agreement as long as the Debtor remains in compliance with the terms and provisions of this Agreement.

3. **DEFAULTS.**

A. Defaults Defined. Each of the following events shall constitute an event of default under this agreement: (1) the receipt by the Division of any installment more than thirty (30) days after the due date established in paragraph I.A. of this Agreement; (2) the breach of any promise or covenant contained in this Agreement.

B. Confession of Judgment upon Default. In the event of any default of this Agreement, Debtor authorizes any attorney at law to appear for the Debtor before any court of competent jurisdiction, whether or not said court is a court of record, both within and outside the State of Wyoming, and the Debtor hereby expressly waives notice and the issuance and service of process, and authorizes any attorney to confess judgment against the Debtor in favor of the Division for the amount of delinquent tax liability then remaining unpaid, including accrued interest, service fees, reasonable attorney fees, and other expenses, and to release all errors and waive all rights of benefit of appeal on behalf of the Debtor and to consent to the immediate issuance of execution.

C. Remedy. If Debtor fails to comply in any respect with this Agreement, the balance of the indebtedness, plus interest, shall be immediately due and payable, and the Division will be free to pursue its legal remedies. If the Division has reason to believe the Debtor is leaving the State, it may initiate any action to assure the indebtedness is paid in full.

D. Waiver of Default. The Division may waive any default without impairing its right to enforce subsequent defaults under this Agreement, this right being a continuing one.

4. **GENERAL PROVISIONS.**

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming.

C. Entirety of Contract. This Agreement, consisting of four (4) pages, represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

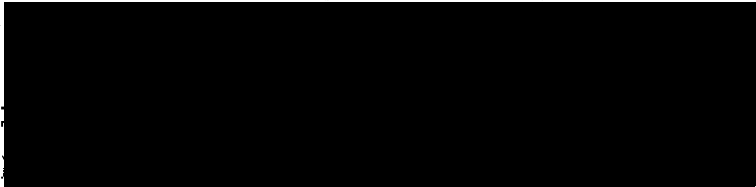
D. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, or delivery in person.

E. Sovereign Immunity. The State of Wyoming and the Division do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns.

F. Waiver. The waiver of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

5. SIGNATURES. By signing this Agreement, the parties certify that they have read and understand it, that they agree to be bound by the terms of this Agreement, that they have the authority to sign it, and that they have received

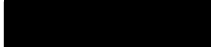
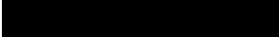
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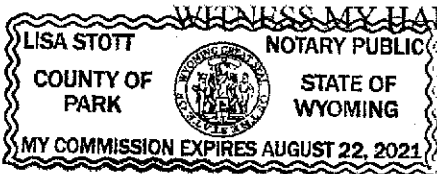


STATE OF WYOMING)

: ss.

COUNTY OF NATRONA)

The foregoing Installment Payment Agreement was signed before me by 
Owner,  this 14 day of May, 2019.



WITNESS MY HAND AND OFFICIAL SEAL


Notary Public

My Commission Expires: 8-22-21

WYOMING EMPLOYMENT TAX DIVISION

DATE

By: _____
Nancy Fenster, Employment Tax Division Program Manager

