



**FILED**

JUL 10 2020

Clerk of Courts  
Cuyahoga County, Ohio

**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

<b>STATE OF OHIO, <i>ex rel.</i></b>	:	<b>CASE NO. 2018 CV 895077</b>
<b>DAVE YOST</b>	:	
<b>OHIO ATTORNEY GENERAL,</b>	:	<b>JUDGE JOSEPH D. RUSSO</b>
	:	
<b>Plaintiff,</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>WASTETRAN, LTD., <i>et al.</i>,</b>	:	
	:	
<b>Defendants.</b>	:	
	:	

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**CONSENT ORDER BETWEEN PLAINTIFF STATE OF OHIO AND DEFENDANTS  
WASTETRAN LLC, BARTON CARMICHAEL, LISA CARMICHAEL, HAUL-AWAY  
CONTAINERS INC., AND BIGDUMPSTER.COM LLC**

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The State of Ohio, by its Attorney General (“Plaintiff”/“the State”) and at the written request of the Director of the Ohio Environmental Protection Agency, filed a complaint seeking injunctive relief and civil penalties against Defendants Wastetran LLC f/k/a Wastetran Ltd. (“Wastetran”), Barton Carmichael, Lisa Carmichael, Haul-Away Containers Inc., BigDumpster.com LLC, and other defendants, for violations of Ohio’s solid waste and construction and demolition debris laws under R.C. Chapters 3714 and 3734 and the rules adopted thereunder concerning Defendants’ activities at 7415 Bessemer Avenue, Cleveland, Cuyahoga County, Ohio 44127. The Parties have consented to the entry of this Order. This Order does not resolve any liability or claims against the other defendants, 7500 Bessemer Corp. and Earnest Fisco, which remain pending as of the Effective Date of this Order.

Therefore, without trial, admission, or determination of any issue of fact or law and with the consent of the Parties hereto, it is ORDERED, ADJUDGED, AND DECREED:

## I. DEFINITIONS

1. As used in this Order, the following terms are defined:
  - a. “Defendants” means Wastetran, LLC f/k/a Wastetran Ltd., Barton Carmichael, Lisa Carmichael, Haul-Away Containers Inc., and BigDumpster.com LLC. It does not include the other defendants, 7500 Bessemer Corp. and Earnest Fisco.
  - b. “Director” means the Director of the Ohio Environmental Protection Agency (“Ohio EPA”) or her designee.
  - c. “Order” means this Consent Order.
  - d. “Parties” mean Plaintiff, the State of Ohio, and Defendants—Wastetran Ltd., Barton Carmichael, Lisa Carmichael, Haul-Away Containers Inc., and BigDumpster.com LLC. It does not include the other defendants, 7500 Bessemer Corp. or Earnest Fisco.
  - e. “Person” means an individual, public or private corporation, business trust, estate, trust, partnership, association, federal government or any agency thereof, municipal corporation or any agency thereof, political subdivision or any agency thereof, public agency, interstate body created by compact, any other entity, and other officers, agents, employees, attorneys, and/or those in active concert or participation with any of them.
  - f. “Processing” means the receipt or storage of construction and demolition debris, or the movement of construction and demolition debris from vehicles or containers to a working surface, for purposes of separating the debris into individual types of

materials as a commodity for use in a beneficial manner that does not constitute disposal.

- g. "Processing facility" means a site, location, tract of land, installation, or building that is used or intended to be used for the purpose of processing, transferring, or recycling construction and demolition debris that was generated off the premises of the Site.
- h. "Site" means the property located at 7415 Bessemer Avenue, Cleveland, Cuyahoga County, Ohio 44127.
- i. "State" means Plaintiff, the State of Ohio, including the Director, Ohio Environmental Protection Agency, or the Ohio Attorney General on behalf of the State, or any State entity named in the Complaint.
- j. "Written" means a paper copy or a saved or stored electronic copy.

## **II. JURISDICTION AND VENUE**

2. The Court has jurisdiction over the Parties and the subject matter of this action under R.C. Chapters 3714 and 3734. The Complaint states a claim upon which relief can be granted. Venue is proper in this Court. Defendants shall not challenge the Court's jurisdiction to enter or enforce this Order.

## **III. PARTIES BOUND**

3. Barton Carmichael is an Ohio resident, whose address is 4010 Brush Road, Richfield, Ohio 44127.

4. Lisa Carmichael is an Ohio resident, whose address is 4010 Brush Road, Richfield, Ohio 44127.

5. Wastetran LLC is an Ohio limited liability company, whose business address is 4010 Brush Road, Richfield, Ohio 44127. Wastetran LLC was formerly known as Wastetran Ltd, an Ohio limited partnership.

6. BigDumpster.com LLC is an Ohio limited liability company, whose principal place of business is 7415 Bessemer Avenue, Cleveland, Ohio 44127.

7. Haul-Away Containers, Inc. ("Haul-Away") is an Ohio corporation, whose principal place of business is 3554 Brecksville Road, Suite 500, Richfield, Ohio 44286.

8. This Order shall apply to and be binding only upon Defendants, and, to the extent consistent with Civ. R. 65(D), on Defendants' agents, officers, employees, attorneys, assigns, successors in interest, and those persons acting in concert, privity, or participation with Defendants who receive actual notice of this Order whether by personal service, by public record filed in the county land record, or otherwise. Defendants shall provide a copy of this Order to any successor in interest and to each key employee, consultant, or contractor employed to perform work referenced herein or to operate the Site.

9. This Order is in settlement and compromise of disputed claims, and nothing in this Order is to be construed as an admission of any facts or liability.

10. If insolvency, bankruptcy, or other failure occurs, Defendants are not relieved of their obligations to complete the injunctive relief specified in this Order.

#### **IV. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS**

11. The Plaintiff alleges that Defendants are responsible for violations of Ohio's solid waste and construction and demolition debris laws under R.C. Chapters 3714 and 3734. Defendants deny all such allegations. Compliance with this Order shall constitute full satisfaction of any civil liability of Defendants to Plaintiff for the claims alleged in Plaintiff's Complaint.

12. Nothing in this Order, including the imposition of stipulated civil penalties for violations of this Order, shall limit the authority of the State of Ohio to:

- a. Seek any legal or equitable relief or civil penalties from Defendants or any other appropriate person for any claims or violations not alleged in the Complaint;
- b. Seek any legal or equitable relief or civil penalties from Defendants or any other appropriate person for claims, conditions, or violations that occur on or exist after the entry of this Order;
- c. Enforce this Order through a contempt action or otherwise seek relief for violations of this Order; and/or
- d. Take any future legal or equitable action against any appropriate person, including Defendants, to eliminate or mitigate conditions at the Site that may present a threat to public health or welfare or to the environment in derogation of applicable laws and rules, which the State of Ohio has the authority to enforce.

13. This Order does not waive, abridge, settle, compromise, or otherwise impact any other claims in law or equity that the State of Ohio or other persons may have against Defendants.

14. Except for the signatories to the Order, nothing in this Order shall constitute or be construed as satisfaction of civil liability, a covenant not to sue, and/or a release regarding the claims alleged, against any person not a signatory to this Order for any liability such non-signatory may have arising out of matters alleged in the Complaint. The State of Ohio also specifically reserves its right to sue any entity that is not a signatory to this Order.

15. Nothing in this Order shall relieve Defendants of the obligation to comply with applicable federal, state, or local statutes, regulations, rules, or ordinances.

16. Nothing herein shall restrict the right of Defendants to raise any administrative, legal, or equitable defense with respect to such further actions reserved by the State in this Order. However, with respect to the actions reserved by the State in this Section, Defendants shall not assert and/or maintain, any defense or claim of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting, or other defenses based on any contention that Plaintiff's claims in any subsequent judicial or administrative proceeding could or should have been brought in this case.

17. Defendants agree that each is jointly and severally liable for the obligations and requirements in this Order.

#### V. PERMANENT INJUNCTIVE RELIEF

18. Defendants are ordered and permanently enjoined to comply with R.C. Chapters 3714 and 3734, and the rules adopted thereunder.

19. Defendants are ordered to secure financial assurance using an Ohio EPA-approved financial assurance mechanism, publicly available at <https://epa.ohio.gov/dmwm/Home/NonHW-Financial-Assurance>, in the amount of \$100,000. Financial assurance must be obtained on or before September 1, 2020. This financial assurance must be maintained until January 2025 unless Defendants demonstrate to the State in writing and the State agrees in writing that Defendants, and all entities owned or controlled by Defendants, no longer operate the Site as a solid waste disposal or transfer facility or as a construction and demolition debris disposal or processing facility.

20. If Defendants do not obtain the financial assurance described above by September 1, 2020, they are enjoined from operating as a solid waste disposal or transfer facility or as a construction and demolition debris disposal or processing facility. If Defendants fail to obtain financial assurance by September 1, 2020, Defendants shall also do the following:

- a. Immediately cease the acceptance of solid waste and construction and demolition debris.
- b. Immediately commence the removal and lawful disposal of any solid waste and construction and demolition debris remaining at the Site.
- c. Remove and lawfully dispose of all solid waste and construction and demolition debris from the Site by October 31, 2020.
- d. Immediately record in a daily log the amount and type of material removed each day and the destination of all material removed until all material is removed and lawfully disposed of.

21. Within 14 days of the Effective Date of this Order, Defendants shall submit a site plan that specifies where on the Site processed and unprocessed construction and demolition debris is unloaded and sorted. This plan shall include the following:

- a. The boundaries of the property owned or leased for Wastetran operations.
- b. Detailed drawings specifically identifying each area within the property boundary that will be utilized for any of the following purposes:
  - i. Storing incoming construction and demolition debris prior to processing.
  - ii. Unloading all incoming construction and demolition debris prior to processing.
  - iii. Processing of construction and demolition debris.
  - iv. Storage, but of no more than 500 cubic yards of metal removed from incoming construction and demolition debris.

- v. Storage, but of no more than 500 cubic yards of clean hard fill removed from the incoming construction and demolition debris.
- vi. Storage, but of no more than 500 cubic yards of wood removed from the incoming construction and demolition debris.
- vii. The location(s) of any roll off containers used to store solid waste, other than scrap tires, removed from incoming construction and demolition and debris.
- viii. The location of roll-off containers used to store scrap tires, removed from incoming construction and demolition debris.
- ix. Storage of processed construction and demolition debris, other than wood, metal, and clean hard fill.

22. Defendants are ordered and permanently enjoined to comply with the following at all processing facilities that they own, operate, or maintain within the State of Ohio:

- a. Starting on the Effective Date of this Order and continuing indefinitely, ensure that only loads of construction and demolition debris are accepted at the Site. (loads of construction and demolition debris may contain incidental amounts of solid waste that will be removed from the construction and demolition debris and containerized in accordance with Paragraph 22(k));
- b. Starting on the Effective Date of this Order and continuing indefinitely, ensure that no loads of solid waste are accepted at the Site.
- c. Starting on the Effective Date of this Order and continuing indefinitely, maintain a daily log for all facilities, recording information about each incoming load and all materials being removed for recycling, reuse, or disposal, including, but not limited



to, the following information: amount and type of material being accepted or removed, date of acceptance and/or removal, and destination if being removed.

- d. Starting on the Effective Date of this Order and continuing indefinitely, make daily logs available to Ohio EPA and the approved health department for inspection and/or copying upon request.
- e. Starting on the Effective Date of this Order and continuing indefinitely, store, unload, and process all incoming loads of construction and demolition debris accepted at the Site under roof.
- f. Starting on the Effective Date of this Order and continuing indefinitely, store no more than 500 cubic yards of each of the following materials that have been removed from the incoming loads of construction and demolition debris in locations depicted in a site-plan drawing approved by Ohio EPA:
  - i. Wood;
  - ii. Metal;
  - iii. Clean Hard Fill.
- g. Starting on the Effective Date of this Order and continuing indefinitely, each location described in Paragraph 22(f) above shall contain only one type of material and shall not abut other piles.
- h. Between the effective date of this Order and May 31, 2020, store no more than 5,000 cubic yards of construction and demolition debris at one time at the Site, all of which shall be under roof, unless otherwise specified in this Order.

- i. Between June 1, 2020 and August 31, 2020, store no more than 4,000 cubic yards of construction and demolition debris at one time at the Site, all of which shall be under roof, unless otherwise specified in this Order.
- j. Starting on September 1, 2020 and continuing indefinitely, store no more than 3,000 cubic yards of construction and demolition debris at the Site, all of which shall be under roof, unless otherwise specified in this Order or unless Ohio EPA grants permission in writing to store a larger amount of construction and demolition debris.
- k. Starting on the Effective Date of this Order and continuing indefinitely, store all solid waste removed from construction and demolition debris (excluding scrap tires) in six or fewer metal containers, with no more than 120 cubic yards of aggregate volume in all six containers.
- l. Starting on the Effective Date of this Order and continuing indefinitely, store all scrap tires removed from construction and demolition debris in a single twenty-cubic yard metal container that is covered to prevent infiltration prior to removal for disposal.
- m. Starting on the Effective Date of this Order and continuing indefinitely, store all wood, metal, and clean hard fill that has been removed from the construction and demolition debris for use as a commodity as follows:
  - i. Piles of the materials shall not exceed twenty feet in height;
  - ii. Materials shall be stored in a manner that allows for inspection as conducted under any prior consent order entered concerning the Site;

- iii. All materials shall be removed from the Site within one year of being separated and stored.
- n. Starting on the Effective Date of this Order and continuing indefinitely, obtain receipts from each recipient of material from the Site, including but not limited to, each recycler, processing facility, licensed transfer facility, licensed disposal facility, and reuse/manufacturing facility indicating the amount and type of material received from Defendants.
- o. Starting on the Effective Date of this Order and continuing indefinitely, make receipts available to Ohio EPA and the approved health department for inspection and/or copying upon request.
- p. Starting on the Effective Date of this Order and continuing indefinitely, provide notice to Ohio EPA no fewer than 30 days before operating any future solid waste or construction and demolition debris processing, transfer, or disposal facility at another site.

## **VI. MODIFICATION OF THE ORDER**

23. Defendants may seek to be released from their obligations for injunctive relief under Paragraphs 18-22 of this Order if all of the following have occurred:

- a. Defendants have substantially complied with the injunctive relief described in Paragraph 18-22 of this Order from the Order's Effective Date;
- b. Ohio EPA has promulgated comprehensive rules governing the recycling and processing of construction and demolition debris; and
- c. Defendants obtain any and all necessary permits and licenses required by the rules described in section (b) of this Paragraph.

24. To be released from obligations for injunctive relief under Paragraphs 18-22, Defendants shall, after the conditions of Paragraph 23 are satisfied, request in writing to Plaintiff, to agree to modify the Order to release the obligations under Paragraphs 18-22. However, no agreed modification of the Order shall be made without the written agreement of the Parties and the Court.

25. After satisfying the conditions of Paragraph 23 and making the written request to Plaintiff for modification under Paragraph 24, Defendants then may unilaterally move the Court for modification of the Order to release Paragraphs 18-22. The State reserves all of its rights to oppose such a motion.

26. No further modification shall be made to this Order without the written agreement of the Parties and the Court.

## **VII. CIVIL PENALTY**

27. Pursuant to R.C. 3714.11 and 3734.13, Defendants are ordered and enjoined to pay a total civil penalty to the State in the amount of \$90,000, plus statutory interest and collection costs pursuant to R.C. 131.02.

28. Based upon an analysis of Defendants' financial condition, the State has agreed to hold the penalty in abeyance pursuant to the terms set forth in this Section.

29. Payment of the civil penalty shall be made by delivering to Sandra Finan, Paralegal, or her successor, Office of the Attorney General, 30 E. Broad St., 25<sup>th</sup> Floor, Columbus, Ohio 43215, a certified check or checks for the appropriate amount, payable to the order of "Treasurer, State of Ohio."

30. On or before July 1st of each year, 2021 through 2025, Defendants shall submit to an ability to pay determination for any unpaid civil penalties assessed under Paragraph 27. Defendants shall make the ability to pay demonstration by submitting, for the preceding calendar year, the combined federal and state tax returns and all schedules for all Defendants and actual living expenses, including comprehensive documentation to confirm each expense, for Bart and Lisa Carmichael to Plaintiff, c/o Sandra Finan or her successor at the office of the Ohio Attorney General, Environmental Enforcement Section, 30 East Broad Street, 25<sup>th</sup> Floor, Columbus, Ohio 43215.

31. If Defendants' combined taxable income as defined by Section 63 of the Internal Revenue Code for the preceding tax year does not exceed \$72,153, then the entire civil penalty shall be held in abeyance until the next annual ability to pay determination. If Defendants' actual living expenses exceed Defendants' taxable income for the preceding tax year, even if the combined taxable income is more than \$72,153 for that same year, then the entire penalty shall be held in abeyance until the next ability to pay determination.

32. If Defendants' combined taxable income for the preceding tax year exceeds both \$72,153 and the amount of Defendants' actual living expenses, then Defendants shall make a payment toward the civil penalty of \$90,000, statutory interest, and collection costs. Defendants shall pay twenty percent (20%) of the amount of income exceeding \$72,153 if the actual living expenses are less than or equal to \$72,153. If the actual living expenses are greater than \$72,153, Defendants shall pay twenty percent (20%) of the amount of income exceeding the actual living expenses. All payments shall be made within 30 days of Plaintiff's written notice that a payment of a certain amount is due. In their annual ability to pay determinations, Defendants may claim a financial emergency, including but not limited to unexpected medical bills, and may request that a contribution to any unpaid civil penalties be held in abeyance by the State.

33. After the fifth consecutive ability to pay determination, Defendants are released from any further obligation to pay any unpaid civil penalties assessed pursuant to Paragraph 27.

34. If full payment of the civil penalty and any other amount due under this Consent Order is not received by the State in accordance with the terms of this Consent Order, and Defendants fail to pay within 30 days of any written notice from the State that a payment is due, the remaining unpaid balance of the total civil penalty and any other amount due, plus applicable interest under R.C. 131.02(D), shall become immediately due and owing. The remaining unpaid balance and delinquent payments shall accrue interest at the rate per annum required by R.C. 5703.47 calculated from the Effective Date of this Order.

35. If any amount is not paid in accordance with the terms of this Consent Order, the Attorney General may collect that amount under R.C. 131.02. Pursuant to R.C. 109.081, in addition to the outstanding balance due under this Consent Order, collection costs of ten percent shall be owing and fully recoverable from the Defendants to be paid into the State Treasury to the credit of the Attorney General Claims Fund.

36. The State reserves the right to file a certificate of judgment lien against Defendants for the remaining unpaid balance of the total civil penalty, plus applicable statutory interest and collection costs, if Defendants fail to comply with Paragraphs 27-35 of this Order. Defendants shall not be permitted to claim a force majeure as an excuse for any untimely payment or partial payment of an amount less than the full civil penalty as specified in this Order.

#### **VIII. STIPULATED PENALTIES**

37. If a Defendant fails to comply with any requirements of this Order, that Defendant shall immediately and automatically be liable for and shall pay stipulated penalties under the following schedule for each failure to comply:

- i. Defendant shall pay two hundred dollars (\$200.00) per day for each day any requirement of this Order is violated up to the first thirty (30) days of violation;
- ii. For each day any requirement of this Order is violated between thirty-one (31) days and ninety (90) days of violation, Defendant shall pay four hundred dollars (\$400.00) per day;
- iii. For each day any requirement of this Order is violated greater than (90) days of violation, Defendant shall pay seven hundred dollars (\$700.00) per day.

38. Stipulated penalties due under this Order shall be immediately due and owing without demand by the State and shall be paid by check or money order, payable to "Treasurer, State of Ohio" and delivered to Sandra Finan, Paralegal, or her successor, at the Office of the Ohio Attorney General, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215.

39. Any Defendant's payment and Plaintiff's acceptance of stipulated penalties under this Section shall not be construed to limit Plaintiff's authority, without exception, to seek: 1) additional relief under R.C. Chapters 3714 and 3734, including civil penalties under R.C. 3714.11 and 3734.13; 2) judicial enforcement of this Order for the same violations for which a stipulated penalty was paid; or 3) sanctions for additional remedies, civil, criminal, or administrative, for violations of applicable laws. Further, payment of stipulated penalties by any Defendant shall not be an admission of liability by Defendants.

#### **IX. COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS**

40. Performance of the terms of this Order by Defendants is not conditioned on the receipt of any private, federal, or state grants, loans, and/or funds. In addition, Defendants' performance is not excused by failing to obtain or any shortfall of any private, federal, or state grants, loans and/or funds or by the processing of any applications for the same.

#### **X. FACILITY ACCESS**

41. As of the Effective Date of this Order, Ohio EPA and its representatives and contractors shall have access at reasonable times to all processing facilities owned, operated, controlled, or maintained by Defendants within the State of Ohio, including, but not limited to, those facilities at the Site. Access shall be allowed for the purposes of conducting activities related to this Order including but not limited to:

- a. Assessing Defendants' compliance with this Order;
- b. Verifying any data or information submitted to Ohio EPA;
- c. Assessing the need for planning or implementing additional response actions at or near the facilities;
- d. Inspecting and copying records, daily logs, contracts, or other documents maintained or generated by Defendants or their agents, consistent with this Order and applicable law; or
- e. Monitoring the work or any other activities taking place at the facilities.

42. Nothing in this Order shall be construed to limit the statutory authority of the Director or her authorized representatives to enter at reasonable times upon the Site or any other private or public property, real or personal, to inspect or investigate, obtain samples and examine or copy any records to determine compliance with R.C. Chapters 3714 and 3734.

#### **XI. SUBMITTAL OF DOCUMENTS**

43. All documents required to be submitted to Ohio EPA pursuant to this Order shall be submitted to the following address, or to such address as Ohio EPA may hereafter designate in writing: Ohio EPA, Northeast District Office, Division of Materials and Waste Management, 2110 East Aurora Road, Twinsburg, Ohio 44087.



## **XII. EFFECT OF ORDER**

44. This Order does not constitute authorization or approval of the construction, installation, modification, or operation of any solid waste or construction and demolition debris facility under R.C. Chapters 3714 and 3734 not previously approved by Ohio EPA .

## **XIII. MISCELLANEOUS**

45. Any acceptance by the State of Ohio of any payment, document, or other work due subsequent to the time that the obligation is due under this Order shall not relieve Defendants from the obligations created by this Order.

46. Defendants Barton and Lisa Carmichael shall inform Ohio EPA if their personal addresses change.

47. Defendants Wastetran Ltd., Haul-Away Containers, Inc., and BigDumpster.com LLC shall inform Ohio EPA of any changes in their registered agents, business addresses, telephone numbers, or the cessation of the business that is the subject of this action.

## **XIV. RETENTION OF JURISDICTION**

48. This Court shall retain jurisdiction for the purpose of administering and enforcing this Order.

## **XV. ENTRY OF ORDER AND FINAL JUDGMENT BY CLERK**

49. Under Civ.R. 58, upon signing this Order by the Court, the Clerk is directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is directed to serve upon all Parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Civ.R. 5(B) and note the service in the appearance docket. The failure of the Clerk to serve notice does not affect the validity of this Order.

## **XVI. EFFECTIVE DATE**

50. This Order shall be effective upon the date of its entry by the Court.

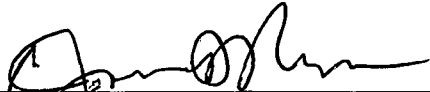
**XVII. COURT COSTS**

51. Defendants are ordered to pay the court costs of this action.

**XVIII. AUTHORITY TO ENTER INTO THE ORDER**

52. Each signatory represents and warrants he or she has been duly authorized to sign this document and is fully authorized to agree to its terms and conditions and, in the case of a person signing on behalf of a corporate entity, may so legally bind the corporate entity to all terms and conditions in this Order. By signing this Order, each signatory waives all rights of service of process for the underlying Complaint.

IT IS SO ORDERED.

  
\_\_\_\_\_  
JUDGE

7/9/2020  
\_\_\_\_\_  
DATE

APPROVED AND AGREED TO BY:

**DAVE YOST**  
**OHIO ATTORNEY GENERAL**

/s/ Scott J. Kelly  
**SCOTT J. KELLY (0069835)**  
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BigDumpster.com LLC*

/s/ Barton Carmichael  
**Barton Carmichael**  
*Authorized Representative of Wastetran Ltd.*

/s/ Barton Carmichael  
**Barton Carmichael**  
*Authorized Representative of Haul-Away  
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/s/ Allen Vender  
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/s/ Barton Carmichael

**Barton Carmichael**

*Authorized Representative of  
BigDumpster.com LLC*

/s/ Barton Carmichael

**Barton Carmichael**

*In his individual capacity*

/s/ Lisa Carmichael

**Lisa Carmichael**

*In her individual capacity*