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6 UNITED STATES BANKRUPTCY COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 In re:
10 NORTHWEST TERRITORIAL MINT, LLC,
11 Debtor.

Case No. 16-11767-CMA

**DECLARATION OF MARK CALVERT IN
SUPPORT OF MOTION TO APPROVE
TERMS OF EMPLOYMENT FOR
12 PRODUCTION MANAGER**

13 Mark Calvert declares as follows:

- 14 1. I am the Chapter 11 Trustee of Northwest Territorial Mint, LLC (“NWTM” or
15 “Debtor”).
- 16 2. I believe that the Debtor’s custom minting operation, which is based out of NWTM’s
17 Dayton, Nevada, facility, is essential to a successful reorganization of NWTM.
- 18 3. NWTM’s custom minting operations require a qualified and skilled production
19 manager, who has the responsibility of overseeing all aspects of the physical production and minting
20 process that occurs at the Dayton facility.
- 21 4. I have recently identified a candidate for Production Manager, Mike White, that I
22 believe is exceptionally qualified for the job. He was formerly the Production Manager for NWTM,
23 and he possesses extensive knowledge regarding NWTM’s minting operations. I believe that
24 Mr. White is one of a handful of people in the United States with the requisite knowledge and
25 experience to run NWTM’s specialized operations, and he can step into the job without “getting up
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DECLARATION OF MARK CALVERT IN SUPPORT OF
MOTION TO APPROVE TERMS
OF EMPLOYMENT - 1

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1 to speed.” I have made a job offer to Mr. White, contingent on court approval. A copy of the
2 proposal (the “Employment Offer”) is attached as Exhibit A. I believe that Mr. White is well
3 qualified for the position.

4 5. The Employment Offer requires that Mr. White relocate himself and his family from
5 Hayden, Idaho, to Dayton, Nevada. Accordingly, he requested a severance payment in the event he
6 is terminated within five (5) years due to NWTM’s financial condition and reimbursement for
7 relocation expenses. I am confident in the soundness of NWTM and its business prospects going
8 forward. I have been able to stabilize operations and the profitability of the enterprise and believe
9 that the company is on sound footing. All of this said, I believe that it is unlikely that any qualified
10 candidate will accept such a position without similar employment provisions.

11 6. Mr. White is scheduled to start work on September 23, 2016. The Trustee deems his
12 immediate retention to be crucial as his skills will allow NWTM to immediately take on more new
13 complicated assignments on a more profitable basis. Delay will be costly to the Debtor.

14 I declare under the penalty of perjury under the laws of the United States that the foregoing is
15 true and correct to the best of my knowledge.

16 EXECUTED this 19th day of September 2016, at Seattle, Washington.

17
18 /s/ Mark Calvert

19 Mark Calvert
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CERTIFICATE OF SERVICE

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The undersigned declares as follows:

That she is a Paralegal in the law firm of K&L Gates LLP, and on September 19, 2016, she caused the foregoing document to be filed electronically through the CM/ECF system which caused Registered Participants to be served by electronic means, as fully reflected on the Notice of Electronic Filing.

Also on September 19, 2016, she caused the foregoing document to be mailed to the Debtor at the address listed below:

Northwest Territorial Mint LLC
c/o Ross Hansen, Member
P.O. Box 2148
Auburn, WA 98071-2148

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

Executed on the 19th day of September, 2016 at Seattle, Washington.

/s/ Denise A. Evans
Denise A. Evans

EXHIBIT A

September 13, 2016

Mr. Mike White
217 E. Buckles Rd
Hayden, ID 83835

SUBJ: NORTHWEST TERRITORIAL MINT / MEDALLIC ART COMPANY
PRODUCTION MANAGER, DAYTON NEVADA EMPLOYMENT OFFER - REVISED

Dear Mr. White:

We would like to begin by thanking you for your interest and willingness to become part of the Northwest Territorial Mint and Medalliac Art team in Nevada.

We are truly excited about this new phase of business Northwest Territorial Mint (NWTM hereafter) has entered into and look forward to the development of a mutually beneficial working partnership. In as much, NWTM is pleased to offer you the position of "Production Manager" of our manufacturing plant located in Dayton, Nevada, listed below are the specifics of this offer.

As NWTM is licensed to do business in the state of Nevada, we follow the state's employment laws which means, your employment is "At Will." Meaning you or NWTM may terminate your employment at any time with or without notice.

The position of Production Manager is a Full-Time Salaried (Exempt) position in the Operations Division of our business. Exempt shall be defined to mean hours in excess of forty (40) hours per week are not eligible for overtime payment. Your official start date shall be Friday, September 23, 2016. Subject to any change in the company's organizational structure you will report to Paul Wagner, President of NWTM.

Your starting base salary will be \$90,000 per year paid on a bi-weekly basis this will include four (4) weeks of paid vacation time. In addition to your base salary, you will participate in the performance based incentive program. Your first year's incentive will be based on the successful transition of the Die-Shop from Green Bay, Wisconsin to Dayton, Nevada. This first year's incentive will be \$20,000 and the pay-out details will be negotiated based upon the completion of the Die-Shop transition. Also, there will be a severance payment of \$50,000 should NWTM terminate your employment within five (5) years due to the company's financial state. Should you terminate your employment or you remain employed for more than five years with NWTM the pay-out of the severance payment becomes null and void and, therefore, will not be paid.

Mr. Mike White
Production Manager
September 13, 2016
Page 2 of 2

NWTM agrees to pay reasonable relocation costs not to exceed \$25,000.00. In conjunction with your relocation, NWTM will pay reasonable housing expenses for up to 90 days while you and your family make the transition from Idaho to Dayton. This offer is contingent on NWTM's ability to obtain an order from the United States Bankruptcy Court for the Western District of Washington, approving the employment terms contained in this paragraph.

As you have worked for your previous employer for a number of years before your acceptance of the position of Production Manager, we understand your previous position contained provisions related to trade secrets. By signing this agreement you confirm you will bring no trade secrets, no confidential information, no customer lists, no pricing information, nor information of any nature that may or may not be covered by your current employment agreement.

If you choose to accept this job offer and terms as presented, please sign this letter and return to me. We will counter-sign and return to you. A copy will be maintained by our corporate Human Resources office and one copy will be presented to you along with all necessary new hire paperwork. In anticipation of your acceptance of this offer, we welcome you to Northwest Territorial Mint and the Dayton Nevada team.

Best regards,

Approval

Paul Wagner
Chief Executive Officer

Date

Approval

Mark Calvert
Court Appointed Trustee

Date

Acceptance:

Mike White,
Production Manager
L08292016MWhiteDDPTEmploymentOffer

Date

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