

1-2-19

L&S SERVICES, LLC

*501 West Broad St. PO Box 207, Smithville, TN 37166
Phone: (615) 597-6278 Fax: (615) 597-2261*

January 2, 2019

Mr. Steven Gustafson
REACT Program
MSC 229
107 E. Madison St.
Tallahassee, FL 32399-4137

Via E-mail
WARNnotices@deo.myflorida.com

RE: Fort Benning Full Food Service Contract

SUBJECT: WARN Act Notice

Dear Mr. Gustafson:

We are writing to provide you with conditional notice under the Worker Adjustment and Retraining Notification Act of a potential temporary layoff of the workforce of L&S Services, LLC, who are assigned to work at various sites on the premises of Fort Benning, GA and Camp Rudder in Fort Walton, Florida, under the direction of our company office at 310 Ford Drive, Columbus, Georgia 31907.

This conditional notice is based upon the following facts: through no fault of L&S and completely beyond our control, we have not received payment from Fort Benning for our services under the contract since our September 2018 invoice. They attribute the problem to the complexities of their accounting and payment systems. We are in regular communication with them and while they have assured us that they are working on the problem, we are aware of the possibility that they will not get these invoices paid within the normal stated government processing times. We are doing everything we can to make sure that this possibility does not become a probability. We just heard that the government was able to find a work-around to the problem that was preventing us from entering the invoices into their electronic system. Prior to this, the invoices could not even be entered into the government's system. We would normally expect payment by the government's stated terms within thirty (30) days after the

invoices are entered, however, in past months, they have missed their own stated payment terms on some occasions.

We are required by our contract with the government to give advance notice before we stop work due to non-payment. We are sending them today that stop-work notice, effective February 15, 2019, unless they can rectify the payment problem on outstanding invoices by that date.

Based on this notice, if the payments on the outstanding invoices are not received by that date, we would suspend all staffing at Fort Benning and Camp Rudder, commencing on February 15, 2019. This potential temporary layoff could include all employees within the bargaining unit as well as employees outside the bargaining unit. Approximately 20 employees at Camp Rudder could be affected. In the event the entire workforce is temporarily laid off, all job titles and employees will be affected. We will make detailed information available to you on those employees affected if and when staffing is suspended. We would hope the suspension would be temporary, but at this point we cannot be sure. Obviously, there would be no bumping under these circumstances.

The bargaining unit employees employed at Camp Rudder are represented by RWDSU. The local union president is Mr. Randy Hadley, who can be contacted at (205) 322-7462 or 1901 10th Avenue South, Birmingham, AL 35205.

We regret we were not able to provide you 60 days advance notice for this conditional temporary layoff, but we could not have reasonably anticipated before now that these payments would be so delayed as to potentially force us to suspend operations. We are therefore providing as much notice as practicable under these circumstances in compliance with federal law. We hope these payments are received prior to February 15, 2019, so as to allow us to continue our work at Fort Benning and Camp Rudder without interruption, and as additional information becomes available, we will provide additional notice to you as soon as possible.

If you have questions, please contact me at (615) 597- 6278.

Sincerely,
L&S Services, LLC



Ed Rice
Operations Officer