

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF )  
CARPENTERS PENSION FUND *et al.*, )  
Plaintiffs, ) 13 CV 06366  
v. )  
WILLIAM A. DAVIS, III; *et al.*, ) Judge Norgle  
Defendants. )

**PLAINTIFFS' PETITION TO PROVE UP  
DAMAGES AND FOR ENTRY OF FINAL JUDGMENT**

Plaintiffs, the CHICAGO REGIONAL COUNCIL OF CARPENTERS PENSION FUND, *ET AL.* (collectively “Trust Funds”), by their attorney Kevin P. McJessy, hereby move this Court pursuant to Federal Rules of Civil Procedure 54, 55 and 58 to enter a final judgment against Defendants WILLIAM A. DAVIS, III, TINA HARBIN, JAMES HARBIN and DAWIN FUENTES (collectively “Defendants”) jointly and severally. In support of their motion, Trust Funds state as follows:

**Complaint**

1. The Trust Funds filed a complaint against Defendants under ERISA to collect unpaid fringe benefit contributions. The Trust Funds allege that Defendants are personally liable for unpaid fringe benefit contributions arising out of their operation of Imperium, LLC, which was a company bound by a collective bargaining agreement with the Chicago Regional Council of Carpenters (“Union”), because Defendants engaged in a scheme to defraud the Trust Funds of contributions owed for hours worked by Imperium, LLC’s employees. As a result, Defendants lost any limited liability protections afforded by the Illinois Limited Liability Company Act and

are themselves bound by the collective bargaining agreement and ERISA for the unpaid fringe benefit contributions.

### **Defendants' Personal Liability**

2. In cases involving benefits protected by ERISA, there is a federal interest supporting disregard of the corporate form to impose liability. Accordingly, limited liability protections may be pierced more easily in ERISA cases than in pure contract cases in order to promote the federal policies underlying the statute. *Lumpkin v. Envirodyne Indus., Inc.*, 933 F.2d 449, 460, 461 (7th Cir. 1991); *The Trustees of the Chicago Painters and Decorators Pension, Health and Welfare, Deferred Savings, Apprenticeship, Scholarship and Joint Cooperation Trust Funds v. Destiny Decorators, Inc.*, 07 C 4236, 2009 U.S. Dist. LEXIS 91191 \*29-30 (N.D. Ill. Sept. 30, 2009) (Lefkow, J.).

3. Limited liability protections are lost (1) if there is evidence of a misrepresentation, failure to keep adequate corporate records or failure to operate business at arms's length, and (2) if adherence to the limited liability protections would promote fraud or injustice. *Chi. Dist. Council of Carpenters Pension Fund v. Sunshine Carpet Servs., Inc.*, 866 F. Supp. 1113, 1118 (N.D. Ill. 1994); *The Trustees of the Chicago Painters and Decorators Pension, Health and Welfare, Deferred Savings, Apprenticeship, Scholarship and Joint Cooperation Trust Funds v. Destiny Decorators, Inc.*, 07 C 4236, 2009 U.S. Dist. LEXIS 91191 \*30-31 (N.D. Ill. Sept. 30, 2009) (Lefkow, J.).

4. Where owners of a company engage in conduct intended to conceal payments to workers in order to hide the hours worked by employees in a manner specifically intended to allow the company to avoid its ERISA fringe benefit contribution obligations, the owners of the business lose the limited liability protections they might otherwise enjoy under the law. *The*

*Trustees of the Chicago Painters and Decorators Pension, Health and Welfare, Deferred Savings, Apprenticeship, Scholarship and Joint Cooperation Trust Funds v. Destiny Decorators, Inc.*, 07 C 4236, 2009 U.S. Dist. LEXIS 91191 \*33-34 (N.D. Ill. Sept. 30, 2009) (Lefkow, J.).

5. In this instance, Defendants paid their workers in cash for hours worked and then failed to maintain any record of those hours with the specific intent to avoid reporting and paying fringe benefit contributions for those hours to the Trust Funds. When the Trust Funds' auditors subsequently discovered the substantial amount of cash withdrawals from the company's accounts, Defendants fabricated a promissory note from "JLL, LLC," a non-existent company, and represented that the cash withdrawals had been used to pay the promissory note. Defendants had successfully used this scheme in a prior audit by the Trust Funds to avoid paying fringe benefit contributions protected by ERISA. *See* Deposition of T. Harbin, pp. 30-31, 35, 80-84, Exh. D; Deposition of J. Harbin, pp. 35-37, Exh. E; Deposition of W. Davis, pp. 137, 150-153, Exh. F; Decl. of J. Libby ¶¶7-11, Exh. B.

6. As a result, Defendants misrepresented the hours worked by their employees, misrepresented the purpose of the cash withdrawals from their company accounts and fabricated documents to conceal the purpose of the cash withdrawals and payments, failed to maintain corporate records of the purpose of the cash withdrawals and payments and the hours worked by their employees and failed to operate the business at arm's length. Consequently, adherence to the limited liability protections afforded by law would promote Defendants' fraudulent conduct by effectively insulating them from responsibility for their acts and promote injustice in that it would allow Defendants to avoid their obligation to make payments to secure their employees' federally protected fringe benefits.

**Default Order**

7. On February 11, 2015, after Defendants twice failed to comply with this Court's scheduling orders, this Court entered an order of default against the Defendants. That order provides in part:

IT IS HEREBY ORDERED THAT for the reasons stated in open court and as set forth in Plaintiffs' Motion for Sanctions for Defendants' Repeated Failure to Comply with this Court's Scheduling Order and pursuant to Federal Rules of Civil Procedure 16 and 37(b)(2)(A) a judgment by default is hereby entered against William A. Davis III, Tina L. Harbin, Dwain A. Fuentes and James Harbin, jointly and severally; Plaintiffs are ordered to file a petition for the prove up of damages including attorneys' fees and costs within 21 days of this order; and, the trial date set for March 11, 2015 is stricken.

A copy of this Order is attached hereto as Exhibit A.

**Damages**

8. Based on the records produced by Defendants and the adjusted Audit Report, the Trust Funds now move this Court to enter a final judgment. The amount owed by Defendants is \$130,389.09, which is comprised of the following:

- A. **The Trust Funds are owed \$65,524.70 in unpaid contributions.** The Audit Report revealed unpaid contributions of \$75,524.70. *See Decl. of J. Libby, ¶5, Exh. B.* The Trust Funds collected \$10,000.00 from a bond posted to secure payment of Imperium, LLC's fringe benefit contributions. *See Decl. of J. Libby, ¶13, Exh. B.*
- B. **The Trust Funds are owed \$1,494.00 for auditor's fees incurred by the Trust Funds to complete the audit of Defendants' books and records.** *See Decl. of J. Libby, ¶4, Exh. B. See also Trustees of the Chicago Plastering Institute Pension Trust v. Cork Plastering Co., 570 F.3d 890, 902 (7th Cir. Ill. 2009)* ("ERISA itself grants the district court authority to award the plaintiffs their reasonable attorney's fees and costs . . . This court, among others, has construed the latter provision to include an award of audit costs."); *Moriarty ex rel. Local Union No. 727, I.B.T. Pension Trust v. Svec*, 429 F.3d 710, 721 (7th Cir. 2005).
- C. **The Trust Funds are owed \$9,707.49 in interest under ERISA on the amount that is due.** *See 29 U.S.C. § 1132(g)(2)(B); 29 U.S.C. § 1132(g)(2)(C); Decl. of J. Libby, ¶6, Exh. B.*

- D. **The Trust Funds are owed \$15,104.93 in liquidated damages.** *See* Decl. of J. Libby, ¶6, Exh. B; 29 U.S.C. § 1132(g)(2)(B).
- E. **The Trust Funds are owed \$38,557.97 in reasonable attorneys' fees and costs the Trust Funds incurred in this action.** *See* Decl. of J. Libby, ¶12, Exh. B; Decl. of McJessy, ¶4, Exh. C; 29 U.S.C. § 1132(g)(1) and (g)(2)(D). *See also Trustees of the Chicago Plastering Institute Pension Trust v. Cork Plastering Co.*, 570 F.3d 890, 902, 903 (7th Cir. Ill. 2009); *Chicago Regional Council of Carpenters Pension Fund v. RCI Enterprises, Inc.*, 2011 U.S. Dist LEXIS \*6-7 (N.D. Ill., July 20, 2011) (Feinerman, J.); *Board of Trustees of the Rockford Pipe Trades Indus. Pension Fund v. Fiorenza Enters.*, 2011 U.S. Dist. LEXIS 28209, 21-22 (N.D. Ill. Mar. 18, 2011).

9. The Trust Funds are also entitled to recover attorneys' fees incurred to enforce or collect the amounts due. *See Free v. Briody*, 793 F.2d 807, 808-09 (7<sup>th</sup> Cir. 1986) (holding that union-affiliated fringe benefit funds are entitled to collect attorneys' fees for work incurred to collect on a judgment rendered under ERISA).

10. A proposed draft order is attached as Exhibit G.

WHEREFORE, Plaintiffs the Chicago Regional Council of Carpenters Pension Fund *et al.* hereby move this Court to enter final judgment in their favor and against Defendants jointly and severally in the amount of \$130,389.09 as follows:

- A. \$65,524.70 in unpaid contributions pursuant to the audit;
- B. \$1,494.00 for auditor's fees incurred by the Trust Funds to complete the audit of Defendants' books and records;
- C. \$9,707.49 in interest under ERISA on the amount that is due;
- D. \$15,104.93 in liquidated damages;
- E. \$38,557.97 in reasonable attorneys' fees and costs the Trust Funds incurred in this action;
- F. reasonable attorney' fees and costs incurred by the Trust Funds in enforcing this order; and
- G. such other relief as this Court deems appropriate.

CHICAGO REGIONAL COUNCIL OF  
CARPENTERS PENSION FUND *et al.*

By: s/ Kevin P. McJessy  
One of their attorneys

Kevin P. McJessy  
MCJESSY, CHING & THOMPSON, LLC  
3759 North Ravenswood, Suite 231  
Chicago, Illinois 60613  
(773) 880-1260  
(773) 880-1265 (facsimile)  
mcjessy@MCandT.com

**CERTIFICATE OF SERVICE**

I, Kevin P. McJessy, an attorney, certify that I caused the foregoing **Plaintiffs' Petition To Prove Up Damages And For Entry Of Final Judgment** to be served upon

James E. Taylor  
8055 S. Stony Island Ave.  
Chicago, Illinois 60617

James Harbin  
Tina Harbin  
6615 S. Yale Ave.  
Chicago, IL 60621

by electronic delivery via the Court's CM/ECF system on this 4<sup>th</sup> day of March 2015.

s/ Kevin P. McJessy  
Kevin P. McJessy

**13 CV 06366**

**Exhibit A**

RM

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF CARPENTERS PENSION FUND <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	13 CV 06366
	)	
v.	)	
	)	Judge Charles R. Norgle
WILLIAM A. DAVIS, III; TINA L. HARBIN; DWAIN A. FUENTES; and, JAMES HARBIN,	)	
	)	
Defendants.	)	

**ORDER**

WHEREAS, this Court entered an order on May 7, 2014 (i) ordering the Chicago Regional Council of Carpenters Pension Fund *et al.* ("Plaintiffs") to submit their Proposed Findings of Fact and Conclusions of Law on or before November 7, 2014, (ii) ordering all defendants, William A. Davis III, Tina L. Harbin, Dwain A. Fuentes and James Harbin (collectively "Defendants"), to file their responses on or before November 21, 2014, and (iii) ordering that this matter proceed to trial on December 9, 2014;

WHEREAS, Plaintiffs filed Plaintiffs' Proposed Findings of Fact and Conclusions of Law on November 7, 2014;

WHEREAS, all Defendants failed to file a response to Plaintiffs' Proposed Findings of Fact and Conclusions of Law;

WHEREAS, on December 8, 2014 this Court continued the December 9, 2014 trial date in this matter to March 11, 2015 and granted all Defendants 21 days to file their responses to Plaintiffs' Proposed Findings of Fact and Conclusions of Law;

WHEREAS, all Defendants failed to file responses to Plaintiffs' Proposed Findings of Fact and Conclusions of Law in accordance with this Court's December 8, 2014 order;

IT IS HEREBY ORDERED THAT for the reasons stated in open court and as set forth in Plaintiffs' Motion for Sanctions for Defendants' Repeated Failure to Comply with this Court's Scheduling Order and pursuant to Federal Rules of Civil Procedure 16 and 37(b)(2)(A), a judgment by default is hereby entered against defendants William A. Davis III, Tina L. Harbin, Dwain A. Fuentes and James Harbin; Plaintiffs are ordered to file a petition for the prove up of damages including attorneys' fees and costs within 21 days of this order; and, the trial date set for March 11, 2015 is stricken.

2-11-15  
Date

Charles R. Norgle  
Judge Charles Norgle

**13 CV 06366**

**Exhibit B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF )  
CARPENTERS PENSION FUND *et al.*, )  
Plaintiffs, ) 13 CV 06366  
v. )  
WILLIAM A. DAVIS, III; *et al.*, )  
Defendants. )

**DECLARATION OF JOHN LIBBY**

I, John Libby, hereby declare under penalty of perjury pursuant to the laws of the United States, that the statements set forth herein are true and correct to the best of my knowledge, information and belief.

1. I am the Manager, Audits & Collections for the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, the Chicago and Northeast Illinois Regional Council of Carpenter Apprentice and Trainee Program, and the Labor/Management Union Carpentry Cooperation Promotion Fund (collectively “the Trust Funds”).

2. As part of my duties, I am responsible for managing the collection of contributions for medical, pension and other benefits due from numerous employers pursuant to collective bargaining agreements between the employers and the Chicago and Northeast Illinois Regional Council of Carpenters (“Union”).

3. Imperium, LLC, an Illinois limited liability company (“Imperium”), is an employer bound by the collective bargaining agreement with the Union. Pursuant to the collective bargaining agreement, Imperium is also bound by the declarations of trust establishing

the Trust Funds (collectively “Trust Agreements”). Pursuant to the collective bargaining agreement and the Trust Agreements, Imperium is required to pay fringe benefit contributions to the Trust Funds for work performed by Imperium’s employees and non-union subcontractors performing work falling within the jurisdiction of the Union.

4. Pursuant to the collective bargaining agreement and Trust Agreements, Imperium is required to submit to a periodic review of its books and records in order to verify the accuracy of the contributions reported and paid to the Trust Funds. In October 2011, the Trust Funds directed Legacy Professionals, LLP (“Legacy”) to conduct a review of Imperium’s fringe benefit contributions to the Trust Funds. To date, the Trust Funds have paid Legacy \$1,494.00 as auditors’ fees for Legacy to conduct its review of Imperium’s books and records and to prepare the audit report.

5. Imperium produced records to Legacy. Legacy prepared a report of Imperium’s fringe benefit contributions to the Trust Funds based on Legacy’s review of the records produced by Imperium. Legacy delivered a copy of its report to the Trust Funds. The Trust Funds maintain a copy of Legacy’s audit report in their files as part of their ordinary course of business. A copy of the audit report prepared by Legacy after its review of records produced by Imperium is attached as Exhibit B-1. According to the audit report and based on the records produced by Imperium to Legacy, Imperium owes \$75,524.70 in unpaid fringe benefit contributions to the Trust Funds.

6. Summaries of the updated calculations of accrued interest and liquidated damages as of March 4, 2015 are attached hereto as Exhibit B-2. Imperium owes \$9,707.49 in unpaid interest calculated pursuant to 26 U.S.C. §6621 and \$15,104.93 in unpaid liquidated damages calculated in accordance with the Trust Agreements.

7. The Trust Funds subsequently learned that the owners of Imperium paid its workers in cash in order to avoid paying the fringe benefit contributions to the Trust Funds for the hours worked by Imperium's carpenter employees.

8. I attended the deposition of Tina Harbin taken in the bankruptcy proceeding *In re Imperium, LLC*, 13-07952 and I attended the depositions of Tina Harbin, James Harbin, William Davis, III and Dawin Fuentes in this lawsuit. During those depositions, the Trust Funds learned that Imperium took cash from its bank accounts and used that cash to pay its carpenter employees for hours worked. Because the workers were paid in cash, the hours did not appear in Imperium's payroll records. Imperium did not pay fringe benefit contributions for the hours worked by the carpenter employees for which the employees were paid by cash. In this way, Imperium tried to conceal hours worked by its carpenters and to avoid paying the fringe benefit contributions to the Trust Funds for those hours.

9. Imperium initially tendered to the Trust Funds a fictitious promissory note. Imperium falsely informed the Trust Funds that the cash taken from its bank account had been used to pay the promissory note.

10. Then, during the course of the depositions, it was disclosed that the owners of Imperium agreed to fabricate the promissory note in order to explain why Imperium had taken large amounts of cash out of its bank account. Imperium gave the promissory note to the Trust Funds to explain the purpose of the cash withdrawals from Imperium's bank accounts. The cash was not used to pay the promissory note but instead was used to pay Imperium's workers.

11. It was also disclosed during the depositions that the owners of Imperium had used this scheme in the past and had successfully avoided paying fringe benefit contributions

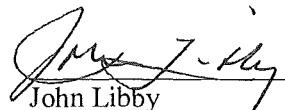
identified in a prior audit by Legacy. In that instance, the Trust Funds had accepted Imperium's representations regarding the purpose of the cash payments to pay a promissory note as true.

12. The Trust Funds have had to employ the services of attorney McJessy Ching & Thompson, LLC to collect the amounts owned by Imperium and its owners. As a result, the Trust Funds incurred attorneys' fees and costs.

13. The Trust Funds have collected \$10,000 from a bond posted by Imperium to guaranty payment of fringe benefit contributions.

14. I have reviewed the Trust Funds' records for the audit of Imperium's fringe benefit contributions and I attended the depositions as described herein. Therefore, I have personal knowledge of the matters stated in this affidavit and could testify competently to them.

FURTHER AFFIANT SAYETH NOT.

 3/3/15  
John Libby Date

**13 CV 06366**

**Exhibit B-1**

## Discrepancy Summary By Month

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Contact:	Tina Harbin
Address:	6615 S Yale Ave Chicago, IL 60621	Title:	Partner
Phone:	(773) 874-5661	Page:	1 of 14

Reporting Period	Discrepancy Total Hours	Discrepancy Benefit Hours	Contribution Rate	Discrepancy Amount
July 2010	638.00	22.32		\$14,240.16
August 2010	276.25	22.32		\$6,165.90
September 2010	52.50	22.32		\$1,171.80
October 2010	24.50	22.32		\$546.84
November 2010	157.25	22.32		\$3,509.82
January 2011	164.25	22.32		\$3,666.06
March 2011	110.50	22.32		\$2,466.36
June 2011	936.00	936.00	24.32	\$22,763.52
July 2011	837.00	837.00	24.32	\$20,355.84
August 2011	(8.00)	(8.00)	24.32	(\$194.56)
September 2011		34.25	24.32	\$832.96

Total Hours	1,765.00	Benefit Hours	3,222.50	Discrepancy Amount	\$75,524.70
				Liquidated Damages	\$11,477.93
				Total Amount Due	\$87,002.63

## Discrepancy Summary By Error Type

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Contact:	Tina Harbin
Address:	6615 S Yale Ave Chicago, IL 60621	Title:	Partner

Phone:	(773) 874-5661	Page:	2 of 14
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Code	Description	Dollar Amount
<b>SIGNATORY EMPLOYER: PAYROLL</b>		
P1	Clerical Error	(\$194.56)
P1T	Clerical Error	\$2,140.16
P3T	Omission	\$7,198.72
P11T	No Record Identified as Carpenter Not Reported	\$33,780.48
<b>SIGNATORY EMPLOYER: CASH DISBURSEMENTS</b>		
CD41A	Non-signatory Subcontractor 100% Labor Factor	\$13,979.44
CD41B	Non-signatory Subcontractor 100% Labor Factor	\$18,620.46
Sub-Total Discrepancies From All Listed Codes		\$75,524.70
Liquidated Damages		\$11,477.93
Total Amount Due		\$87,002.63

## Liquidated Damages Schedule

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Contact:	Tina Harbin
Address:	6615 S Yale Ave	Title:	Partner
Phone:	(773) 874-5661	Page:	3 of 14

Reporting Period	Contributions Due	Compounding Periods	Calculating Percentage	Total Liquidated Damages Owed
July 2010	\$14,240.16	19.00	20.00%	\$2,848.03
August 2010	\$6,165.90	18.00	20.00%	\$1,233.18
September 2010	\$1,171.80	17.00	20.00%	\$234.36
October 2010	\$546.84	16.00	20.00%	\$109.37
November 2010	\$3,509.82	15.00	20.00%	\$701.96
January 2011	\$3,666.06	13.00	20.00%	\$733.21
March 2011	\$2,466.36	11.00	17.79%	\$438.77
June 2011	\$22,763.52	8.00	12.65%	\$2,879.59
July 2011	\$20,355.84	7.00	10.98%	\$2,235.07
August 2011	(\$194.56)			
September 2011	\$832.96	5.00	7.73%	\$64.39
<b>Total Discrepancies</b>	<b>\$75,524.70</b>		<b>Total Damages this Schedule 20% of Discrepancies</b>	<b>\$11,477.93 \$15,104.94</b>
			<b>Assessed Damages</b>	<b>\$11,477.93</b>

## Monthly Detail Report

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Month:	July 2010
Address:	6615 S Yale Ave		
Chicago, IL 60621		Page #:	4 of 14
Phone:	(773) 874-5661		

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week						Capped Hours	Total Hour Difference	Benefit Hour Difference	
					W/E 02-Jul	W/E 09-Jul	W/E 16-Jul	W/E 23-Jul	W/E 30-Jul	Total Hours				
1	Unidentified Subcontractor	CD41B	0.00	0.00	0.00	117.75	162.00	171.75	186.50	638.00		0.00	638.00	
					Total	0.00	117.75	162.00	171.75	186.50	638.00		0.00	638.00

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
Address: 6615 S Yale Ave  
Chicago, IL 60621  
Phone: (773) 874-5661

Month: August 2010

Page #: 5 of 14

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week						Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 06-Aug	W/E 13-Aug	W/E 20-Aug	W/E 27-Aug		Total Hours			
1	Unidentified Subcontractor	CD41B	0.00	0.00	196.25	0.00	0.00	0.00		196.25		0.00	196.25
	Unidentified Subcontractor	CD41A	0.00	0.00	0.00	80.00	0.00	0.00		80.00		0.00	80.00
				Total	196.25	80.00	0.00	0.00	0.00	276.25		0.00	276.25

Total Items Listed in this Period: 2.00

## Monthly Detail Report

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Month:	September 2010
Address:	6615 S Yale Ave Chicago, IL 60621	Page #:	6 of 14
Phone:	(773) 874-5661		

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *						Capped Hours	Total Hour Difference	Benefit Hour Difference	
					W/E 03-Sep	W/E 10-Sep	W/E 17-Sep	W/E 24-Sep		Total Hours				
1.	Unidentified Subcontractor	CD41A	0.00	0.00	0.00	0.00	0.00	52.50		52.50		0.00	52.50	
					Total	0.00	0.00	0.00	52.50	0.00	52.50		0.00	52.50

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
 Address: 6615 S Yale Ave  
 Chicago, IL 60621  
 Phone: (773) 874-5661

Month: October 2010

Page #: 7 of 14

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week						Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 01-Oct	W/E 08-Oct	W/E 15-Oct	W/E 22-Oct	W/E 29-Oct	Total Hours			
1	Unidentified Subcontractor	CD41A	0.00	0.00	0.00	24.50	0.00	0.00	0.00	24.50		0.00	24.50
					Total	0.00	24.50	0.00	0.00	24.50		0.00	24.50

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
 Address: 6615 S Yale Ave  
 Chicago, IL 60621  
 Phone: (773) 874-5661

Month: November 2010

Page #: 8 of 14

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* Actual Hours Per Week *					Capped Hours	Total Hour Difference	Benefit Hour Difference		
					W/E 05-Nov	W/E 12-Nov	W/E 19-Nov	W/E 26-Nov						
1	Unidentified Subcontractor	CD41A	0.00	0.00	122.75	8.50	26.00	0.00		157.25		0.00	157.25	
					Total	122.75	8.50	26.00	0.00	0.00	157.25		0.00	157.25

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Month:	January 2011
Address:	6615 S Yale Ave Chicago, IL 60621	Page #:	9 of 14
Phone:	(773) 874-5661		

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* Actual Hours Per Week *					Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 07-Jan	W/E 14-Jan	W/E 21-Jan	W/E 28-Jan	Total Hours			
1	Unidentified Subcontractor	CD41A	0.00	0.00	0.00	164.25	0.00	0.00		164.25	0.00	164.25
					Total	0.00	164.25	0.00	0.00	164.25	0.00	164.25

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
 Address: 6615 S Yale Ave  
 Chicago, IL 60621  
 Phone: (773) 874-5661

Month: March 2011

Page #: 10 of 14

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week					Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 04-Mar	W/E 11-Mar	W/E 18-Mar	W/E 25-Mar	Total Hours			
1	Unidentified Subcontractor	CD41A	0.00	0.00	0.00	110.50	0.00	0.00	110.50		0.00	110.50
					Total	0.00	110.50	0.00	0.00	110.50	0.00	110.50

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
 Address: 6615 S Yale Ave  
 Chicago, IL 60621  
 Phone: (773) 874-5661

Month: June 2011

Page #: 11 of 14

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week						Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 03-Jun	W/E 10-Jun	W/E 17-Jun	W/E 24-Jun		Total Hours			
100-00-0000.	Aguilar, Ramon	P11T	0.00	0.00	0.00	24.00	40.00	48.00		112.00		112.00	112.00
██████████	CONTRERAS JUAN C	P1T	80.00	80.00	40.00	32.00	24.00	48.00		144.00		64.00	64.00
200-00-0000	Contreras, Jaime	P11T	0.00	0.00	0.00	0.00	32.00	40.00		72.00		72.00	72.00
██████████	HARBIN CAMERON C	P3T	0.00	0.00	8.00	32.00	0.00	32.00		72.00		72.00	72.00
300-00-0000	Hernandez, Genaro	P11T	0.00	0.00	16.00	32.00	40.00	48.00		136.00		136.00	136.00
400-00-0000	Lopez, Juan	P11T	0.00	0.00	0.00	24.00	40.00	48.00		112.00		112.00	112.00
500-00-0000	Mata, Hector	P11T	0.00	0.00	0.00	24.00	40.00	48.00		112.00		112.00	112.00
600-00-0000	Mata, Martin	P11T	0.00	0.00	40.00	24.00	40.00	48.00		152.00		152.00	152.00
700-00-0000	Pinto, Jenaro	P11T	0.00	0.00	16.00	32.00	0.00	32.00		80.00		80.00	80.00
██████████	SANCHEZ MIGUEL	P1T	120.00	120.00	40.00	32.00	24.00	48.00		144.00		24.00	24.00
				Total	160.00	256.00	280.00	440.00	0.00	1,136.00		936.00	936.00

Total Items Listed in this Period: 10.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
 Address: 6615 S Yale Ave  
 Chicago, IL 60621  
 Phone: (773) 874-5661

Month: July 2011

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Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week						Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 01-Jul	W/E 08-Jul	W/E 15-Jul	W/E 22-Jul	W/E 29-Jul	Total Hours			
100-00-0000	Aguilar, Ramon	P11T	0.00	0.00	40.00	40.00	24.00	0.00	0.00	104.00		104.00	104.00
	CONTRERAS JUAN C	P3T	0.00	0.00	40.00	40.00	32.00	0.00	0.00	112.00		112.00	112.00
200-00-0000	Contreras, Jaime	P11T	0.00	0.00	40.00	21.00	0.00	0.00	0.00	61.00		61.00	61.00
300-00-0000	Hernandez, Genaro	P11T	0.00	0.00	40.00	40.00	32.00	0.00	0.00	112.00		112.00	112.00
400-00-0000	Lopez, Juan	P11T	0.00	0.00	40.00	40.00	32.00	0.00	0.00	112.00		112.00	112.00
500-00-0000	Mata, Hector	P11T	0.00	0.00	40.00	40.00	32.00	0.00	0.00	112.00		112.00	112.00
600-00-0000	Mata, Martin	P11T	0.00	0.00	40.00	40.00	32.00	0.00	0.00	112.00		112.00	112.00
	SANCHEZ MIGUEL	P3T	0.00	0.00	40.00	40.00	32.00	0.00	0.00	112.00		112.00	112.00
			Total		320.00	301.00	216.00	0.00	0.00	837.00		837.00	837.00

Total Items Listed in this Period: 8.00

## Monthly Detail Report

Account Number:	24950	Audit Period:	July 1, 2010 through September 30, 2011
Employer:	Imperium, LLC	Month:	August 2011
Address:	6615 S Yale Ave		
Phone:	Chicago, IL 60621 (773) 874-5661	Page #:	13 of 14

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *						Capped Hours	Total Hour Difference	Benefit Hour Difference	
					Month					Total Hours				
████████	AGUILAR JR CARLO	P1	160.00	160.00	152.00						152.00		(8.00)	(8.00)
					Total	152.00	0.00	0.00	0.00	0.00	152.00		(8.00)	(8.00)

Total Items Listed in this Period: 1.00

## Monthly Detail Report

Account Number: 24950

Audit Period: July 1, 2010 through September 30, 2011

Employer: Imperium, LLC  
Address: 6615 S Yale Ave  
Chicago, IL 60621  
Phone: (773) 874-5661

Month: September 2011

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Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	Actual Hours Per Week							Capped Hours	Total Hour Difference	Benefit Hour Difference
					Month						Total Hours			
1	Unidentified Subcontractor	CD41A	0.00	0.00	34.25						34.25		0.00	34.25
					Total	34.25	0.00	0.00	0.00	0.00	34.25		0.00	34.25

Total Items Listed in this Period: 1.00

**13 CV 06366**

**Exhibit B-2**

## Interest & Damages Summary

Account Number: 24950

Calculation Date: March 4, 2015

Employer: Imperium LLC  
Address: 6615 South Yale Avenue  
Chicago, Illinois 60621

Reporting Period	Delinquency Amount	Interest	Liquidated Damages	Total Due
July 2010	\$14,240.16	\$2,210.84	\$2,848.03	\$19,299.03
August 2010	\$6,165.90	\$933.13	\$1,233.18	\$8,332.21
September 2010	\$1,171.80	\$172.95	\$234.36	\$1,579.11
October 2010	\$546.84	\$78.57	\$109.37	\$734.78
November 2010	\$3,509.82	\$491.29	\$701.96	\$4,703.07
January 2011	\$3,666.06	\$490.41	\$733.21	\$4,889.68
March 2011	\$2,466.36	\$314.80	\$493.27	\$3,274.43
June 2011	\$22,763.52	\$2,652.21	\$4,552.70	\$29,958.43
July 2011	\$20,355.84	\$2,296.20	\$4,071.17	\$26,723.21
August 2011	(\$194.56)	(\$21.22)	(\$38.91)	(\$254.69)
September 2011	\$832.96	\$88.31	\$166.59	\$1,087.86
<b>Totals</b>	<b>\$75,524.70</b>	<b>\$9,707.49</b>	<b>\$15,104.93</b>	<b>\$100,337.12</b>

**13 CV 06366**

**Exhibit C**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF )  
CARPENTERS PENSION FUND *et al.*, )  
Plaintiffs, ) 13 CV 06366  
v. )  
WILLIAM A. DAVIS, III; *et al.*, )  
Defendants. ) Judge Norgle

**DECLARATION OF KEVIN P. MCJESSY**

I, Kevin P. McJessy, hereby declare, under penalty of perjury pursuant to the laws of the United States, that the following statements are true:

1. I am one of the attorneys representing the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, the Chicago and Northeast Illinois Regional Council of Carpenter Apprentice and Trainee Program, and the Labor/Management Union Carpentry Cooperation Promotion Fund (collectively “the Trust Funds”) in the above-captioned lawsuit (“Lawsuit”) against William A. Davis, III, Tina Harbin, James Harbin and Dawin Fuentes (collectively “Defendants”).

2. I am also one of the attorneys who represented the Trust Funds in the lawsuit *Chicago Regional Council of Carpenters Pension Fund et al. v. Imperium, LLC*, 12 CV 03694.

3. I have been licensed to practice law in the State of Illinois and the United States District Court for the Northern District of Illinois since 1995. I am an attorney with McJessy, Ching & Thompson, LLC (“MC&T”).

4. As part of my practice, I handle claims under ERISA. I personally represented the Trust Funds throughout the lawsuit against Imperium and throughout this veil-piercing Lawsuit against Defendants to collect unpaid fringe benefit contributions.

5. The Trust Funds have incurred \$38,557.97 in fees and expenses to compel Imperium LLC and then, through this veil piercing claim, Defendants to comply with their obligations under the terms of the Collective Bargaining Agreement and applicable trust agreements. A redacted copy of the billing statement from MC&T from the inception of this lawsuit to the present, redacted to protect privileged communications, is attached as Exhibit C-1. The detailed billing statement describes in detail all work performed by MC&T in this matter.

a) The Trust Funds have collectively incurred fees totaling \$32,380.00 for 202.50 hours of attorney services. The substantially reduced hourly rate for attorneys at MC&T for Trust Funds matters is \$160.00 per hour.

b) The Trust Funds have collectively incurred fees totaling \$1,038.00 for 17.30 hours of paralegal time. The substantially reduced hourly rate for paralegals at MC&T for Trust Fund matters is \$60.00 per hour.

c) The Trust Funds incurred \$5,139.97 in expenses for the filing fee; process server charges; legal research charges; courier charges; photocopy charges; postage charges; court reporter charges and witness fees.

6. The attorneys' fees, paralegal fees and costs charged to the Trust Funds in this matter are consistent with MC&T's regular charges for services to the Trust Funds on similar matters and are substantially reduced from MC&T for other clients.

7. I have personal knowledge of the matters stated in this affidavit and could testify competently to them.

FURTHER AFFIANT SAYETH NOT.

---

Kevin P. McJessy

Date

**13 CV 06366**

**Exhibit C-1**

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Trust Activity			Balance
			Recpts	Disbs	Bld		Inv#	Acc	Recpts	
May 00 2012 180-IMPE	Chicago Regional Council of Carpenters - Imperium, LLC									Resp Lawyer: KM
May 10/2012 66580	Lawyer: KM 1.40 Hrs X 160.00 Reviewed audit referral file to assess merits of referral. (.9) Prepared complaint. (.5)					224.00		6780		
May 14/2012 66624	Lawyer: SK 0.70 Hrs X 60.00 Prepared civil cover sheet, appearance and summons (.2). Filed complaint, civil cover sheet and appearance with court (.3). Reviewed court notice re: judge and magistrate assignments, completed summons as appropriate, and prepared correspondence to court clerk forwarding summons for issuance (.2)					42.00		6780		
May 15/2012 66627	Lawyer: SK 0.20 Hrs X 60.00 Prepared email correspondence to process server forwarding summons, complaint and 5/15/12 order for service. Prepared email [REDACTED] to J. Libby and N. Lagalo. Updated open file report to add court filing information.					12.00		6780		
May 15/2012 67391	Lawyer: KM 0.10 Hrs X 0.00 Reviewed correspondence from S. Keating to J. Libby and N. Lagalo [REDACTED] [NO CHARGE]					0.00		6780		
May 15/2012 67395	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Castillo entering judgment on audit and ordering parties to cooperate on amount due.					16.00		6780		
May 22/2012 66693	Lawyer: SK 0.20 Hrs X 60.00 Reviewed email from process server re Imperium's registered agent refusing to open door for service of summons and complaint and confer with K. McJessy re: same. Prepared alias summons for Imperium LLC, prepared email correspondence to court clerk for issuance of summons, and prepared email correspondence to process server forwarding alias summons for service with complaint upon an LLC member.					12.00		6780		
May 22/2012 67398	Lawyer: KM 0.10 Hrs X 0.00 Reviewed correspondence from S. Keating to N. Lagalo [REDACTED] [NO CHARGE]					0.00		6780		
May 31/2012 66838	Expense Recovery Photocopy Recovery	00240		5.04			6780			
Jun 04/2012 66849	Lawyer: KM 0.20 Hrs X 60.00 Reviewed process server's affidavit of service and filed same along with summons with court.					12.00		6823		
Jun 04/2012 67925	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF notice for return of service of summons.					16.00		6823		
Jun 05/2012 67135	Billing on Invoice 6744			0.00			6744			
Jun 13/2012 67164	Midwest Investigations Process Server recovery - Service of Summons, Complaint and 5/15/12 Court Order	3813		85.00			6823			
Jun 21/2012 67214	Capital One Services Filing Fee	3817		350.00			6823			
Jun 21/2012 68030	Lawyer: KM 0.40 Hrs X 160.00 Telephone call from P. Jaquez asking for adjusted audit report and intent to seek extension of time to answer complaint. Prepared correspondence to P. Jaquez forwarding same. Reviewed correspondence from P. Jaquez acknowledging receipt and advising no response yet on request for extension of time from court's clerk. (.1)					64.00		6823		

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld Inv#	Trust Activity			Balance
			Rcpt	Disbs			Acc	Rcpt	Disbs	
	Reviewed ECF court order of Judge Castillo granting defendant until 7/23/12 to answer complaint. (.1) Prepared correspondence to P. Jaquez forwarding order and following up on how quickly his client can respond to the audit. (.1) Reviewed correspondence from P. Jaquez requesting additional documents and forwarding document related to promissory note which Imperium claims is the basis for the cash payments; reviewed promissory note. (.1)									
Jun 26/2012 68040	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from H. Bailey following up on request for information about basis for the audit.				16.00		6823			
Jul 6/2012 67636	Billing on Invoice 6780 FEES 306.00 DISBS 5.04			0.00		6780				
Jul 9/2012 67759	Lawyer: KM 0.20 Hrs X 160.00 Telephone call with P. Jaquez regarding whether promissory note was sufficient to address audit findings. (.1) Prepared correspondence to N. Lagalo [REDACTED] [REDACTED] (.1)				32.00		6854			
Jul 10/2012 67755	Lawyer: KM 0.30 Hrs X 160.00 Telephone call with N. Lagalo regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.2) Telephone call with P. Jaquez responding that the Trust Funds will not adjust the audit based on information provided to date. (.1)				48.00		6854			
Jul 10/2012 67765	Lawyer: KM 0.40 Hrs X 160.00 Prepared correspondence to N. Lagalo [REDACTED] [REDACTED] (.1) Prepared draft demand letter to P. Jaquez; reviewed correspondence from N. Lagalo, audit report and LDs and interest summary as necessary to prepare demand letter. (.3)				64.00		6854			
Jul 11/2012 68217	Lawyer: SK 0.10 Hrs X 60.00 Prepared correspondence to N. Lagalo and J. Libby [REDACTED] [REDACTED]				6.00		6854			
Jul 11/2012 68378	Lawyer: KM 1.70 Hrs X 160.00 Prepared draft demand letter to Imperium's counsel; reviewed audit documents as necessary to prepare demand letter. (.4) Telephone call with N. Lagalo regarding the [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.2) Reviewed correspondence from N. Lagalo [REDACTED] [REDACTED] [REDACTED] (.1) Reviewed LEXIS research materials on Jerry L. Lewis and JLL, LLC names on promissory note provided by Imperium as explanation for				272.00		6854			

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Fees  
ALL DATES

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Repts	Disbs	Inv#			Acc	Repts	Disbs	
	cash payments and conducted online research of Jerry L. Lewis and his companies. (.9) Prepared correspondence to N. Lagalo [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.1)										
Jul 11/2012 68674	Lawyer: KM 0.50 Hrs X 160.00 Prepared correspondence to P. Jaquez forwarding documents substantiating the Trust Funds' claim that Imperium was paying workers cash and concealing the payments and summarizing the facts supporting the Trust Funds' claim, including the three different inconsistent explanations that Imperium has given for the cash payments, with copy to client. (.4) Reviewed correspondence from N. Lagalo regarding [REDACTED] [REDACTED] (.1)					80.00		6854			
Jul 12/2012 68383	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from J. Libby [REDACTED]					16.00		6854			
Jul 19/2012 67820	Lawyer: KM 0.50 Hrs X 160.00 Reviewed and responded to correspondence from P. Jaquez regarding settlement proposal. .1) Prepared correspondence to J. Libby and N. Lagalo [REDACTED] [REDACTED] [REDACTED]; reviewed prior correspondence and file materials to prepare correspondence to J. Libby and N. Lagalo. (.4)					80.00		6854			
Jul 20/2012 67876	Chicago Regional Council of Carp PMT - 01206 311.04										
Jul 23/2012 68459	Lawyer: KM 0.20 Hrs X 160.00 Reviewed answer to complaint filed by Imperium, LLC.					32.00		6854			
Jul 24/2012 68463	Lawyer: KM 0.20 Hrs X 160.00 Reviewed answer filed by Defendant. Reviewed correspondence from J. Libby [REDACTED]					32.00		6854			
Jul 27/2012 68127	Billing on Invoice 6823 FEES 108.00 DISBS 435.00				0.00			6823			
Jul 30/2012 68183	Lawyer: KM 0.20 Hrs X 160.00 Telephone call with P. Jaquez regarding settlement offer and Trust Funds' rejection of same. Prepared correspondence to P. Jaquez confirming settlement offer rejected and need to set schedule for Rule 26(f) conference.					32.00		6854			
Jul 31/2012 68236	Expense Recovery Photocopy Recovery 00243 2.76							6854			
Aug 13/2012 68330	Chicago Regional Council of Carp PMT - 01211 543.00										
Aug 24/2012 68721	Billing on Invoice 6854 FEES 694.00 DISBS 2.76				0.00			6854			
Sep 4/2012 68858	Lawyer: KM 0.20 Hrs X 160.00 Confer with J. Sopata regarding [REDACTED] [REDACTED] [REDACTED]					32.00		6980			

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Client Ledger  
All Dates

Date	Received From/Paid To	Chq#	General		Bld	Trust Activity				
Entry #	Explanation	Rec#	Rcpt	Disbs	Fees	Inv#	Acc	Rcpt	Disbs	Balance
Sep 4/2012 69785	Lawyer: ATT 1.70 Hrs X 160.00 Drafted Rule 26(a) disclosures.				272.00					
Sep 6/2012 69787	Lawyer: ATT 0.30 Hrs X 160.00 Continued drafting Rule 26(a) disclosures.				48.00					
Sep 12/2012 69791	Lawyer: ATT 1.70 Hrs X 160.00 Drafted Rule 30(b)(6) deposition notice (.9) and drafted written discovery (.8).				272.00					
Sep 14/2012 68932	Chicago Regional Council of Carpe PMT -	01217	696.76							
Sep 18/2012 69202	Expense Recovery Postage Recovery	00249		1.05		6980				
Sep 18/2012 69829	Lawyer: KM 0.30 Hrs X 160.00 Telephone call from P. Jacquez advising of intent to withdraw, whether we have any objection. Reviewed motion by counsel for Imperium to withdraw as counsel. Reviewed correspondence from P. Jacquez to Judge Castillo's proposed order email forwarding proposed order; and, reviewed proposed order.				48.00					
Sep 19/2012 69838	Lawyer: KM 1.40 Hrs X 160.00 Reviewed and revised interrogatories and document requests to Imperium, made final revisions and issued same.				224.00					
Sep 30/2012 69178	Expense Recovery Photocopy Recovery	00248		6.84		6980				
Oct 8/2012 69598	Billing on Invoice 6948			0.00		6948				
Oct 8/2012 70565	Lawyer: ATT 2.10 Hrs X 160.00 Drafted motion for default after attorneys withdrew including declarations of K. McJessy and J. Libby.				336.00					
Oct 17/2012 70744	Lawyer: KM 0.30 Hrs X 160.00 Telephone call with Jim Taylor (773) 731-1970 regarding outstanding discovery, his appearance on behalf of Imperium and settlement offer. (.2) Reviewed correspondence from J. Taylor confirming no dispute over amounts due for purposes of reaching settlement. (.1)				48.00					
Oct 19/2012 70747	Lawyer: KM 0.20 Hrs X 160.00 Reviewed motion by K. Saulter to appear as counsel for Imperium. (.2)				32.00					
Oct 23/2012 70783	Lawyer: KM 0.20 Hrs X 160.00 Telephone call with N. Lagalo Reviewed correspondence from N. Lagalo				32.00					
Oct 24/2012 69745	Lawyer: KM 0.20 Hrs X 160.00 Reviewed correspondence from N. Lagalo				32.00					
	Revised declaration of J. Libby. Prepared correspondence to J. Libby and N. Lagalo									
	(.2) Reviewed motion by Imperium for leave to have an attorney appear in its behalf. (.1)									
Oct 24/2012 70765	Lawyer: KM 0.20 Hrs X 0.00 Reviewed correspondence from N. Lagalo regarding				0.00					
	Revised declaration. Prepared correspondence to N. Lagalo									
	[NO CHARGE]									
Oct 24/2012 70769	Lawyer: KM 0.60 Hrs X 160.00 Prepared correspondence to K. Saulter forwarding prior correspondence from James Taylor, seeking direction on his clients' intentions in defending the lawsuit, and				96.00					

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Rcpt#	Disbs	Inv#			Acc	Rcpt#	Disbs	
	summarizing total damages; reviewed file documents as necessary to prepare correspondence to K. Saulter. .5) Reviewed and responded to correspondence from K. Saulter regarding discovery matters and rejection of request for further extension of time. .1)										
Oct 25/2012 69754	Lawyer: KM 0.10 Hrs X 160.00 Telephone call with J. Libby regarding [REDACTED] [REDACTED]					16.00	7088				
Oct 26/2012 69980	Expense Recovery Postage Recovery	00250		0.65			7088				
Oct 26/2012 70773	Lawyer: KM 1.00 Hrs X 160.00 Prepared Rule 26(a) disclosures; reviewed file materials as necessary to prepare disclosures.				160.00		7088				
Oct 29/2012 69915	Billing on Invoice 6980 FEES 896.00 DISBS 7.89			0.00			6980				
Oct 31/2012 70005	Expense Recovery Photocopy Recovery	00251		1.92			7088				
Nov 7/2012 70356	Lawyer: KM 1.30 Hrs X 160.00 Appeared in court for status hearing and hearing on defendant's motion for leave for counsel to appear.				208.00		7179				
Nov 7/2012 71378	Lawyer: KM 1.30 Hrs X 160.00 Appeared in court before Judge Castillo regarding counsel's motion for leave to appear. .1.2) Post-hearing conference with counsel for defendant as to whether defendant intends to comply with discovery requests and no assurance of same. (.1)			208.00			7179				
Nov 9/2012 71537	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Castillo granting leave to appear and setting status hearing for 12/18/12.				16.00		7179				
Nov 20/2012 70441	Chicago Regional Council of Carpe PMT -	01240	903.89								
Nov 28/2012 70649	Lawyer: ATT 0.90 Hrs X 160.00 Review of record and drafted motion to compel discovery responses.				144.00		7179				
Dec 4/2012 71883	Lawyer: KM 0.10 Hrs X 160.00 Prepared correspondence to K. Saulter responding to his request for Plaintiff's Rule 30(b)(6) documents.				16.00		7276				
Dec 5/2012 70790	Lawyer: SK 0.50 Hrs X 60.00 Reviewed Judge Castillo's website for motion practice and scheduling and prepared notice of motion to compel. .1) Filed motion to compel and notice of motion with court (.3). Prepared correspondence to Judge Castillo forwarding courtesy copies of same (.1).			30.00			7276				
Dec 5/2012 70792	Lawyer: KM 0.20 Hrs X 160.00 Final review and edits to motion to compel.				32.00		7276				
Dec 6/2012 70907	Billing on Invoice 7088 FEES 752.00 DISBS 2.57			0.00			7088				
Dec 7/2012 71838	Lawyer: ATT 1.00 Hrs X 160.00 Discussion with K. McJessy [REDACTED] [REDACTED]				160.00		7276				
Dec 11/2012 71841	Lawyer: ATT 4.50 Hrs X 160.00 Compiled Rule 26(a) documents including checking for privileged documents and putting on disk (1.0); continued drafting first set of requests to admit based on certified payroll (3.5).				720.00		7276				
Dec 12/2012 70976	Lawyer: KM 1.30 Hrs X 160.00 Appeared in court before Judge Castillo for hearing on motion to compel. (.1.2) Prepared			208.00			7276				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	ALL BILLS		Fees	Bld	Trust Activity			
				Recpts	Disbs			Inv#	Acc	Repts	Disbs
		correspondence to K. Saulter regarding intent to deliver 30(b) (6) documents to him in court this morning but because he failed to show documents will be mailed to him. (.1)									
Dec 12/2012	71397	Expense Recovery Postage Recovery	00254		1.30			7276			
Dec 16/2012	71844	Lawyer: ATT 2.00 Hrs X 160.00 Completed drafting of first set of requests to admit based on certified payroll which totaled approximately 412 individual requests.				320.00		7276			
Dec 18/2012	71392	Expense Recovery Postage Recovery	00254		4.90			7276			
Dec 18/2012	71845	Lawyer: ATT 0.40 Hrs X 160.00 Final review and modification of first set of requests to admit.				64.00		7276			
Dec 21/2012	72136	Lawyer: KM 0.20 Hrs X 160.00 Reviewed and responded to correspondence from K. Saulter asking for time to respond to admission requests until 2/11/13. Reviewed and responded to correspondence from K. Saulter regarding extension of time to respond to discovery ordered to be produced by 12/24/12.				32.00		7276			
Dec 27/2012	71320	Chicago Regional Council of Carpe PMT -	01254	754.57							
Dec 28/2012	72162	Lawyer: KM 0.10 Hrs X 160.00 Prepared correspondence to K. Saulter following up on discovery responses due by 12/24/12 extended to today by agreement.				16.00		7276			
Dec 31/2012	71421	Expense Recovery Photocopy Recovery	00255		37.68			7276			
Jan 3/2013	72643	Lawyer: KM 1.80 Hrs X 160.00 Appeared in court for hearing before Judge Castillo on status of Defendant's compliance with Court's order compelling discovery responses; order entered that compliance is due by 1/17/13 under penalty of bar of defenses. (.1) Reviewed ECF court order of Judge Castillo regarding hearing on 1/3/13. (.1) Prepared proposed draft order and submitted same to Court per electronic filing. (.4)				288.00		7356			
Jan 4/2013	72675	Lawyer: KM 0.20 Hrs X 160.00 Reviewed ECF court order of Judge Castillo ordering discovery compliance by 1/17/13 under penalty of barring defenses. (.1) Prepared correspondence to N. Lagalo [REDACTED] [REDACTED] (.1)				32.00		7356			
Jan 7/2013	71765	Billing on Invoice 7179 FEES 576.00			0.00			7179			
Jan 17/2013	71987	US Messenger & Logistics Courier Recovery	4018		14.60			7356			
Jan 18/2013	72340	Billing on Invoice 7276 FEES 1598.00 DISBS 43.88			0.00			7276			
Jan 18/2013	72752	Lawyer: KM 0.30 Hrs X 160.00 Reviewed correspondence from K. Saulter forwarding discovery responses; brief initial review of discovery responses. (.3)				48.00		7356			
Jan 24/2013	72405	Chicago Regional Council of Carpe PMT -	01268	576.00							
Jan 28/2013	72816	Lawyer: KM 1.20 Hrs X 160.00 Reviewed Imperium's responses to discovery requests (interrogatories and document requests); reviewed documents produced by Imperium. (.4) Started drafting motion to bar defenses based on Imperium's failure to comply with the				192.00		7356			

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld	Trust Activity			Balance
			Rpts	Disbs			Inv#	Acc	Rpts	
	Court's January 17th order. .8) Prepared correspondence to N. Lagalo and J. Libby [REDACTED] (.1)									
Jan 29/2013 72828	Lawyer: KM 2.10 Hrs X 160.00 Further revised motion to bar defenses; reviewed file materials including correspondence as necessary to complete drafting motion. (1.3) Prepared rider for subpoena to JLL, LLC / Jerry L. Lewis, party on promissory note with Imperium. (.4) Reviewed Illinois Secretary of State records regarding entities affiliated with JLL, LLC. (.4)				336.00	7356				
Jan 31/2013 72477	Expense Recovery Photocopy Recovery	00257		12.48		7356				
Feb 5/2013 72514	Chicago Regional Council of Carpe PMT -	01278	1641.88							
Feb 6/2013 73520	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from N. Lagalo [REDACTED]				16.00	7426				
Feb 6/2013 73527	Lawyer: KM 3.20 Hrs X 160.00 Prepared motion to bar Imperium from asserting defenses to audit claim based on its failure to comply with discovery requests and conducted online review of case authority that defendant is barred from asserting defenses for failing to comply with discovery; reviewed file documents as necessary to put together factual information for motion. (3.2)				512.00	7426				
Feb 8/2013 73538	Lawyer: KM 3.10 Hrs X 160.00 Revised motion to bar Imperium from asserting defenses to audit based on its failure to comply with the court's January 13, 2013 order compelling defendant to produce discovery; started preparing summary of payroll documents produced based on persons reported in contribution reports to show that not all payroll documents were produced; records missing for at least two months. (1.8) Reviewed online record information for JLL, LLC, an apparent nonexistent entity and for companies owned by Jerry L. Lewis; prepared subpoena riders for subpoenas to JLL Construction Services, Inc. and to Jerry Lewis. (1.3)				496.00	7426				
Feb 8/2013 73672	Lawyer: SK 1.00 Hrs X 60.00 Prepared document subpoenas to JLL Construction and Jerry Lewis (.2). Prepared email correspondences to process server and to defense counsel forwarding copies of document subpoenas (.2). Prepared notice of motion for motion to bar defenses and filed same with notice of motion with court (.4). Prepared correspondence to Judge Castillo forwarding courtesy copies of motion and notice (.2).				60.00	7426				
Feb 14/2013 72629	Lawyer: SK 1.20 Hrs X 60.00 Reviewed Judge Castillo's motion procedures and schedule and prepared notice of motion to bar defenses (.2). Filed motion to bar defenses with exhibits and several conferences with ECF clerks re: same (.4). Filed notice of motion (.2). Prepared				72.00	7426				

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Date	Received From/Paid To	Chq#	General		Bld	Trust Activity				
Entry #	Explanation	Rec#	Rcpt	Disbs	Fees	Inv#	Acc	Rcpt	Disbs	Balance
Feb 14/2013 73579	correspondence to Judge Castillo forwarding courtesy copies of same (.2). Lawyer: KM 0.80 Hrs X 160.00 Final review and revisions to motion to bar Imperium from asserting defenses to audit based on its failure to comply with Court's order granting Trust Funds' motion to compel; and assembled additional exhibits.				128.00		7426			
Feb 18/2013 73594	Lawyer: KM 0.30 Hrs X 160.00 Telephone call with N. Lagalo regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] S. Reviewed correspondence from N. Lagalo [REDACTED] [REDACTED]				48.00		7426			
Feb 20/2013 73063	Billing on Invoice 7356 FEES 896.00 DISBS 27.08			0.00			7356			
Feb 21/2013 73618	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Castillo entering and continuing motion to 2/28/13.				16.00		7426			
Feb 25/2013 73129	Lawyer: KM 0.10 Hrs X 160.00 Several attempts to reach counsel for JJL, LLC / Jerry Lewis regarding subpoena.				16.00		7426			
Feb 26/2013 73136	Lawyer: KM 0.10 Hrs X 160.00 Several attempts to reach Charles Pinkston, counsel for JJL, LLC / Jerry Lewis regarding subpoena (312) 578-1957.				16.00		7426			
Feb 27/2013 73629	Lawyer: KM 0.20 Hrs X 160.00 Telephone call with counsel for J. Lewis regarding subpoena, advising KPM that there was no loan, there are no documents and Mr. Lewis has no idea what this is about, although he does know the owner of Imperium.				32.00		7426			
Feb 28/2013 73149	Midwest Investigations Process Server recovery - Service of Document Subpoena on JLL Construction and Jerry Lewis	4058		85.00			7426			
Feb 28/2013 73180	Lawyer: KM 1.90 Hrs X 160.00 Reviewed motion and exhibits to prepare for hearing; appeared in court before Judge Castillo for motion to bar defenses due to Imperium's failure to fully respond to discovery. (1.8) Reviewed court order of Judge Castillo setting briefing schedule. (.1)				304.00		7426			
Feb 28/2013 73207	Expense Recovery Photocopy Recovery	00258		16.32			7426			
Mar 1/2013 73196	Lawyer: KM 1.60 Hrs X 160.00 Reviewed documents, including audit, promissory note and discovery requests, as necessary to draft Rule 30(b)(6) deposition notice to Imperium LLC. (1.2) Reviewed notice of suggestion of bankruptcy from Imperium; prepared correspondence to client [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.4)				256.00		7489			
Mar 4/2013 74045	Lawyer: KM 1.10 Hrs X 160.00 Telephone call with J. Libby [REDACTED] [REDACTED] [REDACTED] [REDACTED]				176.00		7489			

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Date	Received From/Paid To	Chq#	----- General -----	Bld	----- Trust Activity -----					
Entry #	Explanation	Rec#	Repts	Disbs	Fees	Inv#	Acc	Repts	Disbs	Balance
	[REDACTED] (.3) Reviewed correspondence from J. Libby to KPM and B. Scalabrinio [REDACTED]									
	[REDACTED] (.1) Reviewed correspondence from B. Scalabrinio [REDACTED]									
	[REDACTED] (.1) Reviewed correspondence from C. Muniz [REDACTED]									
	[REDACTED]; reviewed attached bankruptcy documents. (.2) Reviewed correspondence from J. Libby [REDACTED]									
	(.1) Reviewed correspondence from B. Scalabrinio regarding [REDACTED]									
	[REDACTED] Prepared correspondence to B. Scalabrinio [REDACTED]									
	[REDACTED] (.1) Telephone call with B. Scalabrinio to [REDACTED]									
	[REDACTED] (.3)									
Mar 5/2013 74055	Lawyer: KM 0.10 Hrs X 160.00 Reviewed court order of Judge Castillo dismissing case without prejudice due to bankruptcy filing.				16.00		7489			
Mar 7/2013 73263	LexisNexis	4065		48.02			7489			
Mar 8/2013 74086	Lawyer: KM 0.80 Hrs X 160.00 Reviewed notice of meeting of creditors. Prepared correspondence to J. Libby, N. Lagalo, C. Muniz and B. Scalabrinio [REDACTED]				128.00		7489			
	(.1) Telephone call with C. Muniz regarding [REDACTED]									
	[REDACTED] (.2) Reviewed correspondence from C. Muniz regarding [REDACTED]									
	[REDACTED] (.1) Reviewed correspondence from C. Muniz regarding [REDACTED]									
	[REDACTED] (.1) Started drafting declaration of Jerry Lewis confirming information relayed by his counsel. (.3)									
Mar 11/2013 73324	Chicago Regional Council of Carpe PMT -	01298	923.08							
Mar 14/2013 74125	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from C. Muniz regarding [REDACTED]				16.00		7489			
Mar 20/2013 74150	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from C. Muniz regarding [REDACTED]				16.00		7489			
Mar 21/2013 73393	US Messenger & Logistics Courier Recovery	4076		14.60			7489			
Mar 22/2013 74198	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from C. Muniz [REDACTED]				16.00		7489			
Mar 25/2013 74174	Lawyer: KM 0.80 Hrs X 160.00 Revised record requests for bankruptcy purposes. Prepared correspondence to C. Muniz [REDACTED]				128.00		7489			

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld		Trust		Activity	
			Rpts	Disbs		Inv#	Acc	Rpts	Disbs	Balance	
Mar 26/2013 74199	Lawyer: KM 0.50 Hrs X 160.00 Telephone call with C. Muniz regarding [REDACTED] [REDACTED] (.2) Reviewed file materials and prepared correspondence to C. Muniz [REDACTED] [REDACTED] (.3)				80.00		7489				
Mar 27/2013 73801	Billing on Invoice 7426 FEES 1716.00 DISBS 101.32			0.00			7426				
Apr 1/2013 74710	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from C. Muniz regarding [REDACTED]; reviewed same.				16.00		7557				
Apr 11/2013 74019	Chicago Regional Council of Carpe PMT - 01313 1817.32										
Apr 18/2013 74237	Billing on Invoice 7489 FEES 832.00 DISBS 62.62			0.00			7489				
Apr 18/2013 74800	Lawyer: KM 0.30 Hrs X 160.00 Reviewed and responded to correspondence from C. Muniz regarding [REDACTED] [REDACTED] Reviewed and responded to correspondence from C. Muniz [REDACTED] [REDACTED]				48.00		7557				
Apr 19/2013 74802	Lawyer: KM 0.20 Hrs X 160.00 Reviewed correspondence from J. Libby to C. Muniz [REDACTED] [REDACTED] Prepared correspondence to C. Muniz [REDACTED] [REDACTED]				32.00		7557				
Apr 22/2013 74473	Lawyer: KM 0.40 Hrs X 160.00 Reviewed correspondence from J. Libby [REDACTED] [REDACTED] [REDACTED] Reviewed correspondence from C. Muniz regarding [REDACTED] [REDACTED] briefly reviewed bank statements.				64.00		7557				
Apr 25/2013 75123	PACER PACR 4092			0.40			7557				
Apr 26/2013 74536	Chicago Regional Council of Carpe PMT - 01322 894.62										
Apr 29/2013 74865	Lawyer: KM 0.10 Hrs X 0.00 Reviewed correspondence from C. Muniz regarding [REDACTED] [REDACTED] Exchanged correspondence setting call for tomorrow. [NO CHARGE]				0.00		7557				
Apr 30/2013 74833	Lawyer: KM 1.20 Hrs X 160.00 Reviewed correspondence from C. Muniz [REDACTED] [REDACTED]; reviewed affidavit. Telephone call with J. Libby, N. Lagalo, B. Scalabrinio and C. Muniz regarding [REDACTED] [REDACTED]				192.00		7557				

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	ALL DATES		Fees	Bld	Trust Activity			
			Rcpt	General			Inv#	Acc	Rcpt	Disbs
May 6/2013 75428	[REDACTED] Telephone call from J. Libby [REDACTED]									
May 13/2013 74667	Exchange numerous correspondence with C. Muniz regarding [REDACTED]									
May 17/2013 74902	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from B. Scalabrinio regarding [REDACTED]				16.00	7614				
May 24/2013 75547	Lawyer: KM 0.10 Hrs X 160.00 Telephone call with B. Scalabrinio regarding [REDACTED]				16.00	7614				
May 17/2013 75557	Billing on Invoice 7557 FEES 352.00 DISBS 0.40			0.00		7557				
May 28/2013 75558	Lawyer: KM 0.40 Hrs X 160.00 Reviewed correspondence from J. Libby to B. Scalabrinio [REDACTED] Reviewed and responded to correspondence from B. Scalabrinio [REDACTED] [REDACTED]; reviewed file materials to produce documents.				64.00	7614				
Jun 5/2013 75324	Lawyer: KM 0.10 Hrs X 160.00 Reviewed and responded to correspondence from B. Scalabrinio [REDACTED]				16.00	7677				
Jun 10/2013 75412	Chicago Regional Council of Carpe PMT - 01344 352.40									
Jun 17/2013 76126	Lawyer: KM 5.70 Hrs X 160.00 Reviewed materials related to T. Harbin's deposition. Appeared at offices B. Scalabrinio for deposition of T. Harbin.				912.00	7677				
Jun 20/2013 75645	Billing on Invoice 7614 FEES 128.00			0.00		7614				
Jun 30/2013 75927	Expense Recovery Photocopy Recovery 00267			11.64		7677				
Jul 18/2013 76049	Chicago Regional Council of Carpe PMT - 01353 128.00									
Jul 19/2013 76140	Billing on Invoice 7677 FEES 928.00			0.00		7677				
Jul 29/2013 76353	DISBS 11.64 Lawyer: KM 0.50 Hrs X 160.00 Reviewed bankruptcy hearing transcript of T. Harbin acknowledging falsity of promissory notes.				80.00	7738				
Aug 2/2013 76416	Chicago Regional Council of Carpe PMT - 01359 939.64									
Aug 9/2013 77204	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from B. Scalabrinio [REDACTED]				16.00	7798				
Aug 19/2013 76749	Billing on Invoice 7738 FEES 80.00			0.00		7738				
Aug 22/2013 77352	Lawyer: KM 0.80 Hrs X 160.00 Started drafting complaint against individual owners; reviewed portions of T. Harbin complaint to confirm certain facts.				128.00	7798				
Sep 5/2013 77584	Lawyer: SK 0.90 Hrs X 60.00 Prepared civil cover sheet and attorney appearance and summonses for T. and J. Harbin. D. Fuentes and W. Davis (.3). Filed complaint, cover sheet and appearance with court (.4). Reviewed ECF notice re: judges assignments and updated open file report accordingly (.2).				54.00	7867				

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Trust			Activity		
			Recpts	Disbs	Inv#		Acc	Recpts	Disbs	Balance		
Sep 5/2013 77799	Lawyer: KM 2.80 Hrs X 160.00 Reviewed and responded to correspondence from C. Muniz regarding [REDACTED] [REDACTED] (.1) Reviewed and responded to correspondence from B. Scalabrinio [REDACTED] (.1) Drafted complaint against owners/members of Imperium LLC based on the fraudulent activities committed by its members. Reviewed documents, including deposition transcript of T. Harbin in order to draft complaint. (2.5) Prepared correspondence to B. Scalabrinio [REDACTED] (.1)					448.00		7867				
Sep 6/2013 77804	Lawyer: KM 0.20 Hrs X 160.00 Reviewed ECF court order assigning Judge Norgle and Magistrate Mason to the lawsuit. (.1) Reviewed correspondence from C. Muniz [REDACTED] (.1)					32.00		7867				
Sep 9/2013 77587	Lawyer: SK 0.30 Hrs X 60.00 Completed preparing summonses to T. and J. Harbin, D. Fuentes and W. Davis by adding judge and magistrate information and prepared email correspondence to court intake clerk forwarding same for issuance by court.					18.00		7867				
Sep 10/2013 77590	Lawyer: SK 0.20 Hrs X 60.00 Prepared email correspondence to process server forwarding complaint and summonses to T. and J. Harbin. D. Fuentes and W. Davis for service.					12.00		7867				
Sep 12/2013 77117	Chicago Regional Council of Carpe PMT -	01375	80.00									
Sep 18/2013 77134	Lawyer: SK 0.60 Hrs X 60.00 Reviewed process server's affidavits of service of summons and complaint upon T. and J. Harbin, D. Fuentes and W. Davis (.2). Filed affidavits of service with court (.3). Prepared correspondence to Judge Norgle forwarding courtesy copies of same (.2).					36.00		7867				
Sep 18/2013 77845	Lawyer: KM 0.10 Hrs X 160.00 Reviewed affidavits of service returned by process server; arrangements for filing of same.					16.00		7867				
Sep 20/2013 77361	Billing on Invoice 7798 FEES 144.00			0.00			7798					
Sep 30/2013 77687	Expense Recovery Photocopy Recovery	00272		15.00			7867					
Oct 2/2013 77615	Capital One Services Filing Fee -	4208		400.00			7939					
Oct 2/2013 77618	Midwest Investigations Process Server recovery -	4209		85.00			7939					
Oct 2/2013 77619	Service of Summons and Complaint upon T. and J. Harbin											
Oct 2/2013 77620	Midwest Investigations Process Server recovery -	4209		85.00			7939					
Oct 2/2013 77655	Chicago Regional Council of Carpe PMT -	01388	144.00									
Oct 2/2013 78485	Lawyer: KM 0.20 Hrs X 160.00 Reviewed ECF notice of filing of appearance of J. Taylor for W. Davis. Reviewed motion for extension of time; diaried event.					32.00		7939				
Oct 3/2013 78492	Lawyer: KM 0.10 Hrs X 160.00 Reviewed motion for appointment			16.00			7939					

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Recpts	Disbs	Inv#			Acc	Repts	Disbs	
	of counsel by T. Harbin and J. Harbin.										
Oct 9/2013 77728	Lawyer: SK 0.20 Hrs X 60.00 Reviewed Judge Norgle's order received from court's ECF system but dated 10/7 and confer with K. McJessy. [REDACTED] prepared correspondence to J. Harbin, T. Harbin and D. Fuentes forwarding 10/7 order.					12.00	7939				
Oct 9/2013 78275	Expense Recovery Postage Recovery	00274		1.38			7939				
Oct 9/2013 78521	Lawyer: KM 0.20 Hrs X 160.00 Reviewed ECF court order of Judge Norgle ruling on motion by defendants for appointment of counsel. Prepared correspondence to defendants forwarding same.					32.00	7939				
Oct 10/2013 78528	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Norgle granting motion to extend time to answer, answer due on 11/8/13.					16.00	7939				
Oct 17/2013 77759	US Messenger & Logistics Courier Recovery	4219		14.60			7939				
Oct 18/2013 77903	Billing on Invoice 7867 FEES 616.00 DISBS 15.00			0.00			7867				
Oct 22/2013 78594	Lawyer: KM 0.30 Hrs X 160.00 Reviewed motion to dismiss filed by William Davis.					48.00	7939				
Oct 23/2013 77972	LexisNexis Legal Research	4223		9.26			7939				
Oct 30/2013 78211	Chicago Regional Council of Carpe PMT -	01401	631.00								
Oct 31/2013 78285	Expense Recovery Photocopy Recovery	00275		3.84			7939				
Nov 8/2013 78346	Lawyer: KM 2.80 Hrs X 160.00 Reviewed Defendant Davis' motion to dismiss. Online LEXIS research regarding case authority cited by David and briefly reviewed cases cited in Defendant Davis' motion to dismiss. (1.3) Appeared before Judge Norgle for initial hearing on motion to dismiss, motion denied by Trust Funds given 21 days to file more definite statement of allegations. (1.5)					448.00	8049				
Nov 20/2013 78682	Billing on Invoice 7939 FEES 156.00 DISBS 684.08			0.00			7939				
Dec 2/2013 78948	Lawyer: SK 1.00 Hrs X 60.00 Filed Trust Funds' amended complaint and prepared correspondence to Judge Norgle's clerk forwarding courtesy copy of same (.4). Prepared notice of motion for motion for extension of time and reviewed Judge Norgle's motion requirements and schedule (.2). Filed motion for extension of time to file amended complaint and notice of motion with court (.3). Prepared correspondence to Judge Norgle forwarding courtesy copies of notice and motion for extension of time (.1).					60.00	8108				
Dec 2/2013 78966	Lawyer: KM 1.40 Hrs X 160.00 Prepared amended complaint. Reviewed case authority on piercing the corporate veil in order to prepare amended complaint. Prepared motion for extension of time to file amended complaint.					224.00	8108				
Dec 2/2013 79511	Expense Recovery Postage Recovery	00279		1.52			8108				
Dec 3/2013 79510	Expense Recovery Postage Recovery	00279		2.52			8108				
Dec 5/2013 79048	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Norgle granting motion for extension of time to file amended complaint and filed					16.00	8108				

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld	Trust			Activity	Balance
			Recpts	Disbs			Inv#	Acc	Recpts	Disbs	
Dec 5/2013 79089	amended complaint. Chicago Regional Council of Carpe										
	PMT -	01418	840.08								
Dec 6/2013 79506	Expense Recovery Postage Recovery	00279		1.98			8108				
Dec 6/2013 79660	Lawyer: KM 0.60 Hrs X 160.00 Prepared correspondence to J. Libby regarding [REDACTED]				96.00		8108				
	[REDACTED] Prepared Rule 26(a) disclosures.										
Dec 18/2013 79215	LexisNexis Legal Research	4266		45.93			8108				
Dec 18/2013 79427	Billing on Invoice 8049 FEES 448.00			0.00			8049				
Dec 27/2013 79769	Lawyer: KM 0.20 Hrs X 160.00 Reviewed ECF court notice of appearance filed for Dwain Fuentes and motion for extension of time. Reviewed motion for extension of time.				32.00		8108				
Dec 31/2013 79487	Expense Recovery Photocopy Recovery	00278		15.84			8108				
Jan 2/2014 80231	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Norgle granting motion for extension of time to answer or otherwise plead.				16.00		8159				
Jan 16/2014 79621	US Messenger & Logistics Courier Recovery	4284		14.60			8159				
Jan 20/2014 79804	Chicago Regional Council of Carpe PMT -	01430	448.00								
Jan 20/2014 79985	Billing on Invoice 8108 FEES 428.00 DISBS 67.79			0.00			8108				
Jan 23/2014 80063	Lawyer: KM 3.50 Hrs X 160.00 Prepared first set of interrogatories and document requests to William Davis III; reviewed file documents and prior documents produced by Imperium to prepare discovery requests.				560.00		8159				
Jan 24/2014 80108	Expense Recovery Postage Recovery	00281		16.21			8159				
Jan 24/2014 80391	Lawyer: KM 1.50 Hrs X 160.00 Final review and edits to discovery requests to William Davis. (.8) Revised discovery requests against William Davis to apply to J. Harbin, T. Harbin and D. Fuentes and reviewed same. .5) Prepared subpoena to Legacy Professionals for audit file of Imperium LLC. (.2)				240.00		8159				
Jan 30/2014 80583	PACEr PACR	4294		0.40			8159				
Jan 31/2014 80093	Expense Recovery Photocopy Recovery	00280		39.60			8159				
Feb 10/2014 80696	Lawyer: KM 0.30 Hrs X 160.00 Prepared subpoena to Legacy Professionals for documents related to Imperium audit; reviewed file materials as necessary to prepare subpoena.				48.00		8235				
Feb 10/2014 80700	Lawyer: KM 0.20 Hrs X 160.00 Reviewed motions by T. Harbin and J. Harbin for appointment of counsel forwarded by ECF notice..				32.00		8235				
Feb 14/2014 80217	Chicago Regional Council of Carpe PMT -	01441	495.79								
Feb 20/2014 80470	Billing on Invoice 8159 FEES 816.00 DISBS 70.81			0.00			8159				
Feb 20/2014 80761	Lawyer: KM 0.20 Hrs X 160.00 Reviewed file materials for status of answer and date when discovery responses are due. Prepared correspondence to J. Taylor advising of overdue answer and expected timely response to discovery which responses are due 2/24/14.				32.00		8235				
Feb 21/2014 80675	Lawyer: KM 1.70 Hrs X 160.00 Appeared in court before Judge Norgle regarding hearing on status of answer to complaint and discovery, matter continued to 06/13/14;				272.00		8235				

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Trust Activity			Balance
			Recpts	Disbs	Bld		Inv#	Acc	Rcpt	
post-hearing conference with defendants / counsel regarding discovery, agreement to extend by a week and possible settlement offer if they care to make one.										
Feb 24/2014 80774	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Norgle denying T. Harbin's and J. Harbin's motion for appointment of counsel.					16.00		8235		
Feb 26/2014 80832	Lawyer: KM 0.30 Hrs X 160.00 Prepared correspondence to defendants confirming agreement to give them a one-week extension on discovery responses per discussion after court on 2/21/14. (.2) Prepared correspondence to B. Scalambino, Trust Funds bankruptcy counsel, [REDACTED] [REDACTED] (.1)					48.00		8235		
Feb 26/2014 80882	Expense Recovery Postage Recovery	00282		0.96			8235			
Feb 28/2014 80902	Expense Recovery Photocopy Recovery	00283		0.72			8235			
Mar 6/2014 80964	Chicago Regional Council of Carpe PMT -	01449	886.81							
Mar 7/2014 81208	Billing on Invoice 8235 FEES 448.00 DISBS 1.68			0.00			8235			
Mar 14/2014 81702	Lawyer: KM 0.30 Hrs X 160.00 Reviewed ECF filed motion to dismiss for failure to state a claim, filed by Defendants Fuentes and Davis.					48.00		8283		
Mar 17/2014 81569	Lawyer: KM 0.20 Hrs X 160.00 Reviewed defendant Davis' and Fuentes' motion to dismiss.					32.00		8283		
Mar 20/2014 81330	Chicago Regional Council of Carpe PMT -	01456	449.68							
Mar 24/2014 81368	Lawyer: SK 0.50 Hrs X 60.00 Prepared notice of motion for motion to compel against defendants Davis and Fuentes; filed motion to compel and notice of motion with court; prepared correspondence to Judge Norgle forwarding courtesy copies of same.					30.00		8283		
Mar 24/2014 81390	Lawyer: KM 1.30 Hrs X 160.00 Reviewed file for status of discovery by Defendants Davis and Fuentes; prepared motion to compel by drafting motion and assembling exhibits. (1.0) Arrangements for depositions of defendants and preparation of deposition notices. (.3)					208.00		8283		
Mar 24/2014 81477	Expense Recovery Postage Recovery	00284		0.96			8283			
Mar 25/2014 81453	Lawyer: KM 0.30 Hrs X 160.00 Reviewed and made notations to answers to complaint filed by James Harbin and by Tina Harbin.					48.00		8283		
Mar 26/2014 81643	Lawyer: KM 0.20 Hrs X 160.00 Telephone call with J. Libby regarding [REDACTED] [REDACTED]					32.00		8283		
Mar 31/2014 81496	Expense Recovery Photocopy Recovery	00285		20.52			8283			
Mar 31/2014 81543	US Messenger & Logistics Courier Recovery	4350		14.60			8283			
Mar 31/2014 81544	US Messenger & Logistics Courier Recovery	4350		14.60			8283			
Apr 4/2014 82207	Lawyer: KM 1.50 Hrs X 160.00 Appeared in court on Trust Funds' motion to compel and defendants' motion to dismiss. Reviewed ECF court order of Judge Norgle advising that Trust Funds' motion is taken under advisement and setting briefing schedule on motion to dismiss; diaried dates.					240.00		8351		

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Bld	Trust Activity		
			Repts	Disbs	Fees		Inv#	Acc	Repts
Apr 10/2014 81901	Billing on Invoice 8283 FEES 398.00 DISBS 50.68			0.00			8283		
Apr 16/2014 82281	Lawyer: KM 7.60 Hrs X 160.00 LEXIS research for cases cited by defendants in their motion to dismiss and for authority to the contrary. Prepared CRCC response to defendants' motion to dismiss.				1216.00		8351		
Apr 17/2014 81971	Lawyer: SK 0.40 Hrs X 60.00 Filed response to defendants Davis and Fuentes' motion to dismiss; prepared correspondence to Judge Norgle forwarding courtesy copy of same.				24.00		8351		
Apr 17/2014 82484	Lawyer: KM 1.80 Hrs X 160.00 Made final edits and revisions to response opposing motion for summary judgment prior to filing same this date.				288.00		8351		
Apr 21/2014 81995	Chicago Regional Council of Carpe PMT - 01464 448.68								
Apr 22/2014 82302	Lawyer: KM 0.20 Hrs X 160.00 Prepared correspondence to J. Taylor and Harbins advising that depositions will be postponed because Davis/Fuentes defendants have not yet produced discovery responses.				32.00		8351		
Apr 30/2014 82076	US Messenger & Logistics Courier Recovery 4375			15.92			8351		
Apr 30/2014 82089	Expense Recovery Photocopy Recovery 00286			12.24			8351		
Apr 30/2014 82376	PACER PACR 4370			0.40			8351		
May 7/2014 83035	Lawyer: KM 0.50 Hrs X 160.00 Prepared correspondence to J. Taylor pursuant to Rule 37.2 seeking to resolve discovery dispute, no discovery responses which are now overdue even considering extension.; reviewed file as necessary for dates and for prior demands for discovery.				80.00		8443		
May 8/2014 83036	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Feinerman setting next status hearing date of 6/11/14.				16.00		8443		
May 9/2014 82149	Lawyer: SK 0.10 Hrs X 60.00 Prepared email correspondence to J. Taylor forwarding Word versions of discovery requests to defendants Davis and Fuentes.				6.00		8443		
May 9/2014 82744	Lawyer: KM 0.50 Hrs X 160.00 Reviewed file for status of follow up on discovery. Telephone call to J. Taylor to follow up on prior Rule 37.2 correspondence, left message. Prepared correspondence to J. Taylor regarding final demand for discovery or filing motion to compel. (.3) Prepared correspondence to J. Libby [REDACTED] (.1) Telephone call from J. Taylor advising his clients will have their discovery responses to MC&T no later than Friday 5/16/14. (.1)				80.00		8443		
May 12/2014 82784	Lawyer: KM 0.30 Hrs X 160.00 Reviewed ECF court order of Judge Norgle denying defendants' motion to dismiss.				48.00		8443		
May 13/2014 82785	Lawyer: KM 0.10 Hrs X 160.00 Prepared correspondence to J. Libby [REDACTED]				16.00		8443		
May 19/2014 82520	Billing on Invoice 8351 FEES 1800.00 DISBS 28.56			0.00			8351		
May 21/2014 82556	Lawyer: SK 0.60 Hrs X 60.00 Prepared notice of motion for Trust Funds' renewed and amended motion to compel against defendants Davis and Fuentes; filed renewed and				36.00		8443		

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld	Trust Activity			Balance
			Recpts	Disbs			Inv#	Acc	Recpts	
	amended motion to compel with court; filed notice of motion with court; prepared correspondence to Judge Norgle forwarding courtesy copies of same.									
May 21/2014 82827	Lawyer: JS 1.20 Hrs X 160.00 Drafted new motion for default and declarations; email to N. Lagalo [REDACTED]				192.00	8443				
May 21/2014 82842	Lawyer: KM 0.70 Hrs X 160.00 Prepared renewed motion for entry of order to compel for Davis' and Fuentes' response to outstanding discovery.				112.00	8443				
May 21/2014 82844	Lawyer: KM 0.50 Hrs X 160.00 Started drafting motion for entry of default judgment; reviewed file and notice that Imperium has counsel, case needs reinstated because it was dismissed.				80.00	8443				
May 22/2014 82570	LexisNexis Legal Research	4386		119.22		8443				
May 22/2014 82860	Lawyer: KM 0.10 Hrs X 160.00 Reviewed and responded to correspondence from J. Taylor advising he will drop off discovery responses tomorrow.				16.00	8443				
May 28/2014 82829	Lawyer: JS 1.60 Hrs X 160.00 Discussion with K. McJessy and review of docket report; call to attorney Saulter and voicemail message; review of federal rules and initial drafting of motion to reinstate.				256.00	8443				
May 29/2014 82600	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Norgle granting motion to compel, defendants must comply with discovery responses by June 26 2014.				16.00	8443				
May 31/2014 82624	Expense Recovery Photocopy Recovery	00288		14.16		8443				
Jun 3/2014 82697	Lawyer: SK 0.20 Hrs X 60.00 Prepared appearance of J. Sopata; reviewed Judge Castillo's motion practice requirements and prepared notice of motion for reinstatement.				12.00	8492				
Jun 3/2014 83574	Lawyer: KM 0.40 Hrs X 160.00 Confer with J. Sopata regarding [REDACTED]. Reviewed and revised motion to reinstate lawsuit.				64.00	8492				
Jun 3/2014 83798	Lawyer: JS 1.00 Hrs X 160.00 Confer with K. McJessy re: [REDACTED]; research on Bankruptcy Code 362(a)(2) and continued drafting motion to reinstate and draft order.				160.00	8492				
Jun 5/2014 83799	Lawyer: KM 0.10 Hrs X 160.00 Prepared correspondence to J. Libby regarding [REDACTED]				16.00	8492				
Jun 6/2014 82932	Chicago Regional Council of Carpenters PMT -	01476		1828.56						
Jun 6/2014 83800	Lawyer: KM 0.10 Hrs X 160.00 Reviewed and responded to correspondence from J. Libby regarding [REDACTED]				16.00	8492				
Jun 9/2014 83167	Billing on Invoice 8443 FEES 954.00 DISBS 133.38			0.00		8443				
Jun 9/2014 83200	Lawyer: SK 0.20 Hrs X 60.00 Prepared amended notice of depositions for all defendants for July 8 and 9, 2014.				12.00	8492				
Jun 9/2014 83505	Expense Recovery Postage Recovery	00291		0.96		8492				
Jun 9/2014 83801	Lawyer: KM 0.20 Hrs X 160.00 Reviewed correspondence from J. Libby regarding [REDACTED]				32.00	8492				

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McJessy, Ching & Thompson, LLC  
100 N. Dearborn, Suite 1400  
ALL DATES

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Trust			Activity	Repts	Disbs	Balance
			Repts	Disbs	Bld		Inv#	Acc	Repts				
84078 Jul 31/2014	Photocopy Recovery Certified Reporting Co.	00293		113.48						8559			
84129 Jul 31/2014	Court Reporter - Attendance and Transcripts of Depositions - W. Davis and D. Fuentes Certified Reporting Co.	4441		1114.50						8559			
84131 Jul 31/2014	Court Reporter - Attendance and Transcripts of Depositions - J. Harbin and T. Harbin	4441		764.90						8559			
84371 Aug 15/2014	Lawyer: KM 0.10 Hrs X 160.00 Reviewed motion to withdraw filed by Keenan Saulter.					16.00				8559			
84476 Aug 19/2014	Billing on Invoice 8559 FEES 3418.00 DISBS 2010.66			0.00						8559			
84609 Aug 29/2014	Chicago Regional Council of Carpe PMT -	01510	548.13										
84736 Sep 11/2014	Chicago Regional Council of Carpe PMT -	01518	5428.66										
85629 Sep 16/2014	Lawyer: KM 0.50 Hrs X 160.00 Reviewed correspondence from N. Lagalo regarding [REDACTED] [REDACTED] Arranged with S. Keating [REDACTED] [REDACTED]. Reviewed bankruptcy petition filed by Imperium. Prepared correspondence to N. Lagalo [REDACTED] [REDACTED]					80.00				8676			
85015 Sep 23/2014	Billing on Invoice 8613			0.00						8613			
85300 Sep 24/2014	Lawyer: KM 1.30 Hrs X 160.00 Appeared in court before Judge Castillo for hearing on Trust Funds' continued motion to reinstate and K. Saulter's motion to withdraw.					208.00				8676			
85601 Sep 25/2014	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Castillo granting motion to withdraw to Keenan Saulter and entering default against Imperium.					16.00				8676			
85296 Sep 29/2014	Lawyer: JS 1.70 Hrs X 160.00 Drafted motion for entry of judgment including draft order and declaration.					272.00				8676			
85233 Sep 30/2014	Lawyer: KM 0.50 Hrs X 160.00 Reviewed and revised motion for entry of judgment. Telephone call with N. Lagalo regarding [REDACTED] [REDACTED]					80.00				8676			
85373 Oct 1/2014	Expense Recovery Photocopy Recovery	00297		3.60						8676			
86008 Oct 2/2014	Lawyer: KM 0.30 Hrs X 160.00 Telephone call with N. Lagalo [REDACTED] [REDACTED] [REDACTED] (.2) Reviewed correspondence from N. Lagalo [REDACTED] (.1)					48.00				8740			
86018 Oct 2/2014	Lawyer: KM 0.90 Hrs X 160.00 Reviewed correspondence from N. Lagalo [REDACTED] [REDACTED] (.1) Prepared correspondence to S. Keating [REDACTED] (.1) Reviewed revised declaration of J. Libby and made final revisions to same. (.3) Revised motion to fill in damage amounts for interest and liquidated damages based on correspondence from N. Lagalo. (.3) Prepared correspondence to J. Libby [REDACTED] [REDACTED] (.1) Reviewed correspondence from J. Libby [REDACTED] (.1)					144.00				8740			

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Recpts	Disbs	Inv#			Acc	Recpts	Disbs	
Oct 7/2014 86036	Lawyer: KM 3.00 Hrs X 160.00 Reviewed billing records for entire case to extract time billed to matter pending before Judge Castillo against Imperium from time for case bending before Judge Norgle against individual Imperium members. (1.3) Drafted order of judgment for prove up of damages. (.2) Prepared declaration of K. McJessy in support of award of attorneys fees. (.3) Edited and revised petition for prove up of damages and reviewed billing statement and redactions of attorney-client information. Completed information in petition for filing of same. (1.2)					480.00	8740				
Oct 8/2014 85316	Lawyer: SK 0.60 Hrs X 60.00 Prepared notice of motion for motion to prove up damages and for final judgment; filed motion to prove up damages and judgment with court; filed notice of motion with court; prepared correspondence to Judge Castillo forwarding courtesy copies of same.					36.00	8740				
Oct 8/2014 85917	Expense Recovery Postage Recovery	00299		2.66			8740				
Oct 8/2014 86047	Lawyer: KM 0.60 Hrs X 160.00 Final review and edits to petition to prove up damages prior to filing and reviewed all attached exhibits to ensure that all damages claimed match all of the supporting documentation.					96.00	8740				
Oct 14/2014 85400	Lawyer: KM 1.30 Hrs X 160.00 Appeared before Judge Castillo for hearing on prove up of damages, petition granted and order entered. Prepared correspondence to N. Lagalo and J. Libby [REDACTED]					208.00	8740				
Oct 16/2014 86086	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court notice of entry of final judgment by Judge Castillo.					16.00	8740				
Oct 20/2014 85658	Billing on Invoice 8676 FEES 656.00 DISBS 3.60			0.00			8676				
Oct 28/2014 85853	Lawyer: KM 2.00 Hrs X 160.00 Reviewed Court's Order setting schedule on due dates of proposed findings of fact and conclusions of law and reviewed Local Rules regarding preparation of proposed findings of fact and reviewed local rules on pretrial order preparation and submission. (1.0) Started very preliminary preparation of proposed findings of fact and conclusions of law. (1.0)					320.00	8740				
Oct 30/2014 85874	PACER PACR	4509		4.50			8740				
Oct 31/2014 85890	Expense Recovery Photocopy Recovery	00298		24.00			8740				
Oct 31/2014 85972	Tina Harbin Witness Fee - Trial Subpoena	4517		46.00			8740				
Oct 31/2014 85974	James Harbin Witness Fee - Trial Subpoena	4518		46.00			8740				
Oct 31/2014 85976	Marc Pugh Witness Fee - Trial Subpoena	4519		41.00			8740				
Oct 31/2014 85978	Salvador Lopez Witness Fee - Trial Subpoena	4520		45.00			8740				
Nov 6/2014 86622	Lawyer: KM 5.50 Hrs X 160.00 Drafted portion of CRCC Proposed Stipulations of Fact; reviewed documents as necessary to put together statements of fact including portions of depositions.					880.00	8812				
Nov 6/2014 86750	Lawyer: JS 4.10 Hrs X 160.00 Research and draft conclusions					656.00	8812				

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Recpts	Disbs	Inv#			Acc	Rcpt	Disbs	
	of law section for plaintiffs' proposed findings of fact and conclusions of law pleading including ERISA basis for damages, jurisdiction, venue, and post-judgment fees and supporting case authority; also search for case authority to further support action against silent-conspirator D. Fuentes and as to conspirators, generally.										
Nov 7/2014 86909	Lawyer: KM 9.40 Hrs X 160.00 Completed drafting proposed stipulations of fact and revised the proposed conclusions of law; edited and revised same. Reviewed documents as necessary to complete proposed stipulations of fact and conclusions of law including depositions of each of the defendants and case authority obtained from LEXIS research; arrangements for filing of same (completed at 7:45 PM). (.2) Re-reviewed rule regarding filing of proposed findings of fact and conclusions of law per local rules prior to filing. (.2)					1504.00	8812				
Nov 7/2014 86910	Lawyer: JS 5.00 Hrs X 160.00 Continued research and drafted conclusions of law section including limited liability research and matching findings of fact with conclusions of law; also assist in reviewing and editing findings of fact section.					800.00	8812				
Nov 10/2014 85981	Lawyer: SK 0.70 Hrs X 60.00 Prepared trial subpoena for W. Davis, T. Harbin, J. Harbin, Marc Pugh and Salvador Lopez (.3); calculated witness fee amounts for the 5 trial witnesses (.2); prepared subpoena compliance letter for S. Lopez (.2).					42.00	8812				
Nov 10/2014 86706	Expense Recovery Postage Recovery	00301		3.22			8812				
Nov 10/2014 86723	Lawyer: KM 0.70 Hrs X 160.00 Worked with S. Keating for preparation of trial subpoenas for Davis, Harbin, Harbin, Pugh and Lopez. (.3) Prepared correspondence to J. Libby [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.1) Reviewed court notice of transmittal of record on appeal. (.1) Reviewed correspondence from C. Conway transmitting transcripts. (.1) Prepared correspondence to J. Taylor asking whether he will accept service of trial subpoena on behalf of his client. (.1)					112.00	8812				
Nov 12/2014 86743	Lawyer: KM 0.10 Hrs X 160.00 Reviewed and responded to correspondence from J. Taylor regarding his acceptance of trial subpoenas on behalf of his clients.					16.00	8812				
Nov 13/2014 86064	Lawyer: KM 0.50 Hrs X 160.00 Telephone call from "Bronco" (630) 330-5989 on behalf of Salvador Lopez regarding Lopez's receipt of the trial subpoena, need for him to appear at trial and discussion of why S. Lopez has been subpoenaed. (.3) Telephone call from Bronco following up on prior call, S. Lopez					80.00	8812				

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld	Trust Activity			
			Rcpts	Disbs			Inv#	Acc	Rcpts	Disbs
confirms that he did maintain the time records and that he was asked to do so by the Union and asked Bronco to make arrangements with S. Lopez to come to MC&T office to review time records and need for S. Lopez to contact MC&T again as trial date grows closer. (.2)										
Nov 13/2014	US Messenger & Logistics									
86121	Courier Recovery	4523		15.92			8812			
Nov 14/2014	Chicago Regional Council of Carpe									
86247	PMT -	01537	659.60							
Nov 14/2014	Lawyer: SK 0.30 Hrs X 60.00									
86257	Prepared trial subpoena for M. Ragona, Legacy; prepared certificate of service upon parties of record of same.				18.00		8812			
Nov 14/2014	Billing on Invoice 8740									
86293	FEES 1348.00		0.00				8740			
	DISBS 209.16									
Nov 14/2014	Lawyer: KM 0.40 Hrs X 160.00									
86762	Telephone call with M. Ragona regarding service of subpoena on M. Pugh who is no longer employed by Legacy Professionals and is no longer in the state of Illinois, discussed M. Ragona's involvement in the audit of Imperium as supervisor. (.3)				64.00		8812			
	Arrangements with S. Keating [REDACTED]									
	[REDACTED]; reviewed trial subpoena and signed same. (.1)									
Nov 17/2014	Marc Pugh									
86436	Witness Fee - Trial Subpoena -	4519		-41.00			8812			
	Void									
Nov 17/2014	Lawyer: KM 0.10 Hrs X 160.00									
86912	Reviewed service of trial subpoena on S. Lopez; arranged with S. Keating [REDACTED]				16.00		8812			
Nov 18/2014	Lawyer: SK 0.20 Hrs X 60.00									
86439	Call from process server regarding issues with service of trial subpoenas upon M. Pugh at Legacy, Tina and James Harbin -- affidavits to follow.				12.00		8812			
Nov 19/2014	Lawyer: SK 0.30 Hrs X 60.00									
86444	Reviewed process server's affidavit of service of trial subpoena upon S. Lopez; prepared and filed same with court; prepared correspondence to Judge Norgle forwarding courtesy copy of same.				18.00		8812			
Nov 19/2014	Expense Recovery									
86703	Postage Recovery	00301		7.44			8812			
Nov 20/2014	Lawyer: SK 0.50 Hrs X 60.00									
86458	Reviewed process server's affidavits of service upon James and Tina Harbin and prepared same for filing; filed affidavit of service of trial subpoena upon J. Harbin with court; filed affidavit of service of trial subpoena upon T. Harbin with court; prepared correspondence to Judge Norgle forwarding courtesy copies of same.				30.00		8812			
Nov 21/2014	Chicago Regional Council of Carpe									
86490	PMT -	01540	1557.16							
Nov 21/2014	Lawyer: KM 0.20 Hrs X 160.00									
86837	Reviewed motion to continue trial date or for extension of time. Prepared correspondence to J. Libby [REDACTED]				32.00		8812			
	[REDACTED]									
Nov 24/2014	Lawyer: KM 0.10 Hrs X 0.00									
86915	Reviewed correspondence from J. Libby [REDACTED] [NO CHARGE]				0.00		8812			
Nov 25/2014	UPS									
86515	Courier - UPS - recovery -	4534		21.58			8812			
Nov 25/2014	Lawyer: KM 0.20 Hrs X 160.00									
86526	Telephone call with Judge				32.00		8812			

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld	Trust Activity			Balance
			Recpts	Disbs			Inv#	Acc	Repts	
	Norgle's Courtroom Deputy Eric Fulbright regarding whether motion by James Taylor will be heard on Friday. Prepared correspondence to J. Taylor advising of problem with noticed date for motion.									
Nov 25/2014 86870	Lawyer: KM 0.30 Hrs X 160.00 Telephone call to E. Fullbright regarding whether motion to continue trial date set for 12/29, day after Thanksgiving will be heard by the Court and advised that it will be stricken as the Court is not sitting that day. Prepared correspondence to J. Taylor advising motion will be stricken and he will have to renoteice. (.2) Reviewed ECF court order of Judge Norgle striking court date of 11/29/14. (.1)				48.00		8812			
Nov 26/2014 86529	Lawyer: SK 0.60 Hrs X 60.00 Prepared notice of motion for motion for sanctions; filed motion for sanctions and notice of motion with court; prepared correspondence to Judge Norgle forwarding courtesy copies of same.				36.00		8812			
Nov 26/2014 86878	Lawyer: KM 2.60 Hrs X 160.00 Reviewed correspondence from J. Taylor advising renoticing motion. Reviewed notice of motion for 12/5/14 for continuing trial date. (.1) Online LEXIS research regarding whether proposed findings of fact can be deemed admitted for defendants' failure to respond as part of pretrial process and whether default can be entered where defendant is not ready for trial. (1.5) Prepared motion for sanctions against defendants. (1.0)				416.00		8812			
Nov 30/2014 86655	US Messenger & Logistics Courier Recovery	4538		14.60			8812			
Nov 30/2014 86659	US Messenger & Logistics Courier Recovery	4538		14.60			8812			
Nov 30/2014 86661	US Messenger & Logistics Courier Recovery	4538		14.60			8812			
Nov 30/2014 86666	Midwest Investigations Process Server recovery - Trial	4539		85.00			8812			
Nov 30/2014 86667	Midwest Investigations Process Server recovery - Trial	4539		85.00			8812			
Nov 30/2014 86668	Midwest Investigations Process Server recovery - Trial	4539		85.00			8812			
Nov 30/2014 86680	Expense Recovery Photocopy Recovery	00300		38.04			8812			
Nov 30/2014 86874	Midwest Investigations Process Server recovery - Trial	4544		270.00			8812			
Nov 30/2014 87141	LexisNexis Legal Research -	4545		54.36			8812			
Nov 30/2014 87142	LexisNexis Legal Research -	4545		92.46			8812			
Nov 30/2014 87143	LexisNexis Legal Research -	4545		43.51			8812			
Dec 1/2014 86593	Lawyer: KM 6.30 Hrs X 160.00 Telephone call to M. Ragona to follow up on subpoena and testimony; prepared correspondence to M. Ragona following up on same. (.1) Arrangements for subpoena to P. Jaquez, reviewed and executed same. (.1) Reviewed Rule 26(a) Disclosures to ensure that P. Jaquez and his 6/21/12 email were disclosed as witnesses and documents. (.1) Telephone call with M. Ragona regarding arrangements				1008.00		8875			

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Rpts	Disbs	Inv#			Acc	Rpts	Disbs	
	for his testimony. (.2) Prepared list of trial exhibits and reviewed documents as necessary to prepare same. (1.4) Started drafting trial examination of N. Lagalo and J. Libby. (4.3)										
Dec 1/2014 87326	Expense Recovery Postage Recovery	00302		0.96			8875				
Dec 2/2014 86599	Lawyer: KM 3.70 Hrs X 160.00 Telephone call to Bronco regarding time to meet with Salvador Lopez to discuss testimony. (.1) Meeting with J. Libby and N. Lagalo [REDACTED] (2.9) Reviewed exhibit binder and exhibits gathered by S. Keating, made changes and reorganized same, arrangements with S. Keating to correct some of the exhibits which are not the right versions of the documents. (.7)					592.00	8875				
Dec 2/2014 86603	Lawyer: SK 1.80 Hrs X 60.00 Reviewed K. McJessy emails, deposition exhibits and audit referral file and assembled trial exhibits 1-33 including preparation of exhibit list.					108.00	8875				
Dec 3/2014 86605	Lawyer: SK 0.20 Hrs X 60.00 Prepared email correspondence to J. Berglund forwarding 12/3 court order and to notify McLeods of hearing date change.					12.00	8875				
Dec 3/2014 86607	Lawyer: KM 5.70 Hrs X 160.00 Meeting with Salvador Lopez for the purposes of conducting a witness interview prior to trial next week regarding his knowledge of the Steward Timesheets signed by him. .7) Confer with J. Sopata regarding [REDACTED] [REDACTED] [REDACTED] (.4) Telephone call with N. Lagalo regarding [REDACTED] [REDACTED] [REDACTED] (.2) Reviewed correspondence from N. Lagalo [REDACTED] [REDACTED] and [REDACTED]; reviewed enclosures. (.2) Reviewed and revised Exhibit index; reviewed assembled exhibits to produce to defendants in advance of the trial. (1.7) Telephone calls to J. Taylor to discuss exhibits, stipulations and trial matters but numbers disconnected; attempted to verify phone numbers; prepared correspondence to J. Taylor seeking to discuss trial matters. (.2) Telephone call with N. Lagalo regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.2) Prepared correspondence to J. Libby regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.3) Reviewed [REDACTED] [REDACTED] produced by N. Lagalo, reviewed and arranged documents for production and to be included as additional exhibits, arranged with S. Keating to amend Exhibit index to add additional records and to prepare amended Rule 26(a)					912.00	8875				

Date	Received From/Paid To	Chq#	----- General -----	Bld	----- Trust Activity -----			
Entry #	Explanation	Rec#	Recpts	Disbs	Inv# Acc	Recpts	Disbs	Balance
	disclosures. (1.3) Prepared correspondence to J. Libby							
	[REDACTED]							
	(.1) Final review of exhibit binder and exhibit index prior to arranging to have it scanned in for service upon defendants. (.4)							
Dec 3/2014	Expense Recovery							
87323	Postage Recovery	00302		1.38		8875		
Dec 3/2014	Lawyer: JS 5.20 Hrs X 160.00							
87481	Research and trial preparation including research on admissibility of testimony of audit supervisor versus auditor providing authentication of audit report because audit no longer with Legacy so M. Ragona will substitute instead, admissibility of photocopies, Lopez' comments as to "Imperium not reporting" and hearsay, generally (3.6). Drafted third-party citations as to Harris Bank and Guaranty Bank (1.6).			832.00		8875		
Dec 4/2014	Lawyer: KM 2.30 Hrs X 160.00							
87370	Telephone call with P. Jaquez regarding receipt of subpoena, discussed his appearance at trial and his knowledge of the promissory note that he sent to MC&T in response to the audit, his current employer/position and likelihood that matter may be continued. (.4) Telephone call with J. Taylor regarding defendants' failure to respond to imperium's proposed findings of fact and conclusions of law and pending motion for extension of time set for hearing tomorrow 12/5/14. (.3) Prepared letter to J. Taylor forwarding exhibits and exhibit list and seeking stipulation as to authenticity and admissibility of exhibits. (.3) Completed review of documents compiled as trial exhibits to compare against letter to J. Taylor and gathered certain additional exhibits to include with exhibits. (1.1) Telephone call with M. Ragona regarding original audit period and confirm meeting tomorrow and asked questions from him about the foundation for his testimony. (.2)			368.00		8875		
Dec 4/2014	Lawyer: JS 0.20 Hrs X 160.00							
87482	Discussion with K. McJessy and preparation for 12/5/14 motion hearing.			32.00		8875		
Dec 5/2014	Expense Recovery							
87322	Postage Recovery	00302		7.00		8875		
Dec 5/2014	Lawyer: KM 1.40 Hrs X 160.00							
87387	Telephone call with P. Jaquez regarding postponement of hearing date and arrangements to reschedule his trial appearance. (.2) Reviewed documents produced by Legacy Professionals as supplement to subpoena response. (.4) Confer with M. Ragona regarding postponement of trial date and rescheduling his appearance at trial, conferred about his role in the audit of Imperium and preparation of the audit report, conferred about additional documents produced by Legacy Professionals in response to subpoena based on original audit which were hand			224.00		8875		

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Repts	Disbs	Inv#			Acc	Repts	Disbs	
delivered by M. Ragona this afternoon. (.4) Confer with N. Lagalo regarding [REDACTED]											
Dec 5/2014 87483	Lawyer: JS 1.50 Hrs X 160.00 Attended hearing on defendants' motion to continue trial at which court continued trial over plaintiffs' objection.					240.00	8875				
Dec 8/2014 86865	Lawyer: SK 0.40 Hrs X 60.00 Confer with Bronco (on behalf of S. Lopez) confirming that 12/9 trial has been postponed until March 2015; reviewed process server's affidavit of trial subpoena upon P. Jaquez; filed same with court; and prepared correspondence to Judge Norgle forwarding file-stamped copy.					24.00	8875				
Dec 8/2014 87393	Lawyer: KM 0.10 Hrs X 160.00 Reviewed ECF court order of Judge Norgle granting motion to continue trial date, setting due date for response to proposed findings of fact and conclusions of law by defendants.					16.00	8875				
Dec 9/2014 87017	Billing on Invoice 8812 FEES 4812.00 DISBS 804.33				0.00		8812				
Dec 18/2014 87166	UPS Courier - UPS - recovery -	4550		17.71			8875				
Dec 18/2014 87167	UPS Courier - UPS - recovery -	4550		21.33			8875				
Dec 31/2014 87289	US Messenger & Logistics Courier Recovery	4564		14.60			8875				
Dec 31/2014 87291	US Messenger & Logistics Courier Recovery	4564		14.60			8875				
Dec 31/2014 87301	LexisNexis Legal Research - December 2014	4566		7.86			8875				
Dec 31/2014 87302	LexisNexis Legal Research - December 2014	4566		25.34			8875				
Dec 31/2014 87329	Expense Recovery Photocopy Recovery	00303		105.40			8875				
Jan 2/2015 87230	Chicago Regional Council of Carpenters PMT -	01553	5616.33								
Jan 7/2015 87915	Lawyer: KM 0.10 Hrs X 160.00 Reviewed correspondence from N. Lagalo [REDACTED]					16.00	8941				
Jan 15/2015 87346	Lawyer: SK 0.10 Hrs X 60.00 Call from Salvador Lopez (872-218-1283): we are not to contact "Bronco" any more on his behalf; relayed 3/11/15 trial date and said he could call us week before or we would call him to confirm appearance.					6.00	8941				
Jan 20/2015 87540	Billing on Invoice 8875 FEES 4368.00 DISBS 216.18				0.00		8875				
Jan 22/2015 87597	UPS Courier - UPS - recovery -	4578		3.28			8941				
Jan 28/2015 88104	Lawyer: KM 0.70 Hrs X 160.00 Prepared revised citation to discover assets to BMO Harris Bank to enforce judgment against Imperium.					112.00	8941				
Jan 30/2015 87743	Lawyer: SK 0.60 Hrs X 60.00 Arrangements with clerk of court to issue CTDA to Guaranty Bank and CTDA to BMO Harris Bank.				36.00		8941				
Jan 30/2015 87745	Lawyer: SK 0.60 Hrs X 60.00 Prepared notice of motion for CRCC motion for sanctions; filed motion for sanctions and notice of motion with court; prepared correspondence to Judge Norgle forwarding courtesy copies of same.				36.00		8941				
Jan 30/2015 88088	Lawyer: KM 3.70 Hrs X 160.00 Additional LEXIS research on the issue of appropriate				592.00		8941				

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Bld	Trust Activity			Balance
			Rpts	Disbs	Inv#			Acc	Rpts	Disbs	
	sanctions for failing twice to comply with Court order. (.1.8) Prepared motion for entry of default judgment against Defendants for failing to properly respond to Court order requiring defendants to answer the proposed findings of fact and conclusions of law; reviewed record materials and case authority as necessary to prepare motion. (.1.9)										
Jan 30/2015 88105	Lawyer: KM 0.50 Hrs X 160.00 Prepared revised citation to Guaranty Bank to enforce judgment against Imperium.					80.00		8941			
Jan 31/2015 87763	Expense Recovery Photocopy Recovery	00304		10.08				8941			
Feb 5/2015 88443	Lawyer: KM 0.50 Hrs X 160.00 Telephone call with J. Davis regarding defendants failure to comply with Court's order again, failing to file response to proposed findings of fact and conclusions of law, motion for sanctions, hearing set for 2/6/15, his potential difficulty getting from criminal court to federal court, agreement to relay same to the Court, and a recent conflict of interest between him and J. Davis and intent to withdraw from the case.					80.00					
Feb 6/2015 88418	Expense Recovery Postage Recovery	00307		1.61							
Feb 6/2015 88444	Lawyer: KM 2.30 Hrs X 160.00 Appeared in court before Judge Norgle regarding hearing on motion for entry of default based on defendants' repeated failure to abide by court orders. (.1.4) Prepared draft court order based on ruling in court. (.3) Telephone call to J. Davis to advise of results of court hearing. (.1) Reviewed docket entry for results of hearing. (.1) Prepared correspondence to J. Libby and N. Lagalo regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] (.4)					368.00					
Feb 10/2015 87855	Chicago Regional Council of Carpe PMT -	01571	4584.18								
Feb 12/2015 87876	Lawyer: KM 0.20 Hrs X 160.00 Reviewed file for status of entry of order on sanctions, no order as of yet. Telephone call to Judge Norgle's courtroom deputy regarding status of order, order entered and has been sent down to Clerk of Court's office for posting to docket, should be entered shortly.					32.00					
Feb 12/2015 88446	Lawyer: KM 0.20 Hrs X 160.00 Reviewed ECF court order of Judge Norgle granting motion for entry of default and setting prove up of damages petition due date. (.1) Prepared correspondence to J. Libby and N. Lagalo [REDACTED] [REDACTED] (.1)					32.00					
Feb 17/2015 88132	Billing on Invoice 8941 FEES 878.00 DISBS 13.36			0.00			8941				
Feb 23/2015 88452	Lawyer: KM 4.80 Hrs X 160.00 Started drafting petition for prove up of damages, reviewed file materials related to damages for current audit and prior audit based on fraudulent statements by defendants in prior audit and drafted declaration of J.					768.00					

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General			Fees	Trust Activity			Balance
			Recpts	Disbs	Inv#		Acc	Recpts	Disbs	
Feb 28/2015	Libby and declaration of K. McJessy in support of petition to prove up damages.									
88424	Expense Recovery									
Mar 2/2015	Photocopy Recovery	00308		8.76						
88447	Lawyer: KM 0.50 Hrs X 160.00									
	Telephone call to N. Lagalo							80.00		
	[REDACTED]									
	[REDACTED] (.1) Reviewed correspondence from N. Lagalo									
	[REDACTED] (.1) Revised petition in support of damages to include updated figures.									
	(.3)									
Mar 2/2015	Lawyer: KM 0.00 Hrs X 160.00									
88448	Revised declaration of J. Libby in support of petition to prove up damages based on N. Lagalo's updated figures. (.2)							0.00		
	Prepared correspondence to J. Libby [REDACTED]									
	[REDACTED] (.1)									
Mar 3/2015	Lawyer: KM 0.10 Hrs X 160.00									
88449	Reviewed correspondence from J. Libby [REDACTED]							16.00		
Mar 13/2015	Lawyer: KM 0.40 Hrs X 160.00									
88451	Reviewed response by Harris Bank to citation. Reviewed response by Guaranty Bank to citation.							64.00		

TOTALS PERIOD END DATE	UNBILLED				BILLED				BALANCES					
	CHE	+	RECOV	+	FEES	=	TOTAL	DISBS	+	FEES	+ TAX	- RECEIPTS	= A/R	TRUST
	0.00		10.37		1440.00		1450.37	5129.60		31978.00	0.00	36216.24	891.36	0.00
FIRM TOTAL PERIOD END DATE	CHE	+	RECOV	+	FEES	=	TOTAL	DISBS	+	FEES	+ TAX	- RECEIPTS	= A/R	TRUST
0.00		10.37		1440.00		1450.37	5129.60		31978.00	0.00	36216.24	891.36	0.00	
0.00		10.37		1440.00		1450.37	5129.60		31978.00	0.00	36216.24	891.36	0.00	

## REPORT SELECTIONS - Client Ledger

Layout Template	Default
Advanced Search Filter	None
Requested by	ADMIN
Finished	Wednesday, March 04, 2015 at 01:35:09 PM
Ver	13.0 SP2 (13.0.20140210)
Matters	0180-IMPE
Clients	All
Major Clients	All
Client Intro Lawyer	All
Matter Intro Lawyer	All
Responsible Lawyer	All
Assigned Lawyer	All
Type of Law	All
Select From	Active, Inactive, Archived Matters
Matters Sort by	Default
New Page for Each Lawyer	No
New Page for Each Matter	No
No Activity Date	Dec/31/2199
Firm Totals Only	No
Totals Only	No
Entries Shown - Billed Only	No
Entries Shown - Disbursements	Yes
Entries Shown - Receipts	Yes
Entries Shown - Time or Fees	Yes
Entries Shown - Trust	Yes
Incl. Matters with Retainer Bal	No
Incl. Matters with Neg Unbld Disb	No
Trust Account	All
Working Lawyer	All
Include Corrected Entries	No
Show Check # on Paid Payables	No
Show Client Address	No
Consolidate Payments	No
Show Trust Summary by Account	No
Show Interest	No
Interest Up To	Mar/ 4/2015
Show Invoices that Payments Were Applied to	No
Display Entries in	Date Order

**13 CV 06366**

**Exhibit D**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF CARPENTERS )  
PENSION FUND, et al, )  
Plaintiffs, )  
-vs- ) 13 CV 06366  
WILLIAM A. DAVIS, III, et al, )  
Defendants. )

The deposition of TINA HARBIN called by the Plaintiffs for examination, pursuant to notice and pursuant to the Federal Rules of Civil Procedure for the District Courts of the United States, taken before Sheryl F. Rose, a Notary Public and Certified Shorthand Reporter within and for the County of Cook and the State of Illinois, at 3759 North Ravenswood Avenue, Suite 231, Chicago, Illinois, on the 8th day of July, 2014, commencing at the hour of 12:30 o'clock p.m.

<p>1 APPARENCES:</p> <p>2 MCJESSY, CHING &amp; THOMPSON, LLC, by</p> <p>3 MR. KEVIN P. MCJESSY</p> <p>3 3759 North Ravenswood Avenue</p> <p>4 Suite 231</p> <p>4 Chicago, Illinois 60613</p> <p>5 Appeared on behalf of the Plaintiffs;</p> <p>6</p> <p>7 MR. JAMES E. TAYLOR</p> <p>8 8055 South Stony Island Avenue</p> <p>9 Chicago, Illinois 60617</p> <p>9 Appeared on behalf of William A. Davis, III</p> <p>10 and Dwain A. Fuentes;</p> <p>11</p> <p>12 MS. TINA HARBIN</p> <p>13 6615 South Yale Avenue</p> <p>14 Chicago, Illinois 60621</p> <p>14 Appeared Pro Se.</p> <p>15 ALSO PRESENT: Mr. John Libby</p> <p>16 Contributions Department</p> <p>16 Chicago Regional Council of</p> <p>17 Carpenters Welfare and Pension</p> <p>17 Funds</p> <p>18</p> <p>19 Mr. James Harbin</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1 (Witness sworn)</p> <p>2 WHEREUPON:</p> <p>3 TINA HARBIN</p> <p>4 the deponent herein, called as a witness, having been</p> <p>5 first duly sworn, was examined and testified as follows:</p> <p>6 EXAMINATION</p> <p>7 by Mr. McJessy</p> <p>8 Q Can you state your name for the record?</p> <p>9 A Tina Harbin.</p> <p>10 Q And can you spell your first and last name?</p> <p>11 A T-i-n-a H-a-r-b-i-n, as in boy, i-n.</p> <p>12 Q Do you have a middle name?</p> <p>13 A Latosha, L-a-t-o-s-h-a.</p> <p>14 Q All right. And, Miss Harbin, even though we're</p> <p>15 in an informal setting here in our conference room you</p> <p>16 understand that you're under oath and that oath has the</p> <p>17 same force and effect as if you were testifying in a court</p> <p>18 of law, is that correct?</p> <p>19 A That's correct.</p> <p>20 Q Okay. A couple of instructions.</p> <p>21 I know you've been through a deposition</p> <p>22 before.</p> <p>23 You were through one in the bankruptcy</p> <p>24 proceeding that was filed by Imperium, correct?</p>
<p>1 INDEX</p> <p>2 WITNESS:</p> <p>3 Tina Harbin</p> <p>4 Examination by Mr. McJessy 4 - 101</p> <p>4 Examination by Mr. Taylor 101 - 103</p> <p>5 Further Examination by Mr. McJessy 103 - 105</p> <p>5 Further Examination by Mr. Taylor 105 - 106</p> <p>6</p> <p>7</p> <p>8 EXHIBITS:</p> <p>9 Harbin Deposition Exhibit No. 1 13</p> <p>10 Harbin Deposition Exhibit No. 2 31</p> <p>11 Harbin Deposition Exhibit No. 3 50</p> <p>12 Harbin Deposition Exhibit No. 4 61</p> <p>13 Harbin Deposition Exhibit No. 5 65</p> <p>14 Harbin Deposition Exhibit No. 6 65</p> <p>15 Harbin Deposition Exhibit No. 7 66</p> <p>16 Harbin Deposition Exhibit No. 8 66</p> <p>17 Harbin Deposition Exhibit No. 9 67</p> <p>18 Harbin Deposition Exhibit No. 10 67</p> <p>19 Harbin Deposition Exhibit No. 11 44</p> <p>20 Harbin Deposition Exhibit No. 12 75</p> <p>21 Harbin Deposition Exhibit No. 13 80</p> <p>22 Harbin Deposition Exhibit No. 14 85</p> <p>23</p> <p>24</p>	<p>1 Page 3</p> <p>1 A That's correct.</p> <p>2 Q Just to refresh your memory, I'm going to give</p> <p>3 you some ground rules for the deposition today. Hopefully</p> <p>4 it will help things go faster, not slower.</p> <p>5 I'm going to ask you a series of questions</p> <p>6 and hopefully you will give me the best answers that you</p> <p>7 can.</p> <p>8 Is that fair?</p> <p>9 A That's fair.</p> <p>10 Q Okay. I will ask questions and you need to give</p> <p>11 verbal responses, meaning yeses and nos are okay, but</p> <p>12 uh-huhs, uh-uhs or nods or shakes of the head won't do.</p> <p>13 Is that fair?</p> <p>14 A That's fair.</p> <p>15 Q It's just that the court reporter can't take down</p> <p>16 those kind of gestures.</p> <p>17 A Okay.</p> <p>18 Q I will also say that I am going to be asking</p> <p>19 questions and you will know what my question is and you</p> <p>20 will want to answer before I finish asking my question</p> <p>21 just to keep things moving along, but I will ask that you</p> <p>22 wait until I finish my question so that the court reporter</p> <p>23 can take down a clear question and answer and if we're</p> <p>24 talking over each other she can't do that.</p>

2 (Pages 2 to 5)

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Page 14	Page 16
<p>1 A Yes.</p> <p>2 Q All right. Imperium never disputed that it was</p> <p>3 a member of the Chicago Regional Council of Carpenters --</p> <p>4 strike that.</p> <p>5 Imperium never disputed that it was a union</p> <p>6 company bound by the Collective Bargaining Agreement with</p> <p>7 the Chicago Regional Council of Carpenters, correct?</p> <p>8 A Correct.</p> <p>9 Q Can you in a nutshell -- I'm not looking for a</p> <p>10 ten-minute dissertation, but can you describe for me how</p> <p>11 Imperium came into the market of doing construction and</p> <p>12 became a member with the union?</p> <p>13 A Well, Jim and my background is construction. So</p> <p>14 we've been doing construction for twenty years now.</p> <p>15 And that's how Imperium came to do -- you</p> <p>16 know, came to -- you know, came to be doing construction</p> <p>17 itself because of our background.</p> <p>18 Q Okay. Just briefly what's your background?</p> <p>19 A I'm a painter by trade.</p> <p>20 Q And what's Mr. Harbin?</p> <p>21 A The same. He's a painter by trade as well.</p> <p>22 Q And you've been doing that for some time?</p> <p>23 A Yes.</p> <p>24 Q And why did Imperium sign up with the union?</p>	<p>1 Mr. Davis, you, Mr. Harbin and Mr. Fuentes, is that right?</p> <p>2 A That's correct.</p> <p>3 Q (Continuing) -- all equal partners?</p> <p>4 A On paper, no. Our Operating Agreement, yes.</p> <p>5 Q Can you explain that to me?</p> <p>6 A So when we decided to start the construction</p> <p>7 company we wanted to make sure it was minority certified.</p> <p>8 And in order to do that I had to be 51 percent owner.</p> <p>9 And that's when we documented it to just</p> <p>10 state that I was 51 percent owner so that we could get our</p> <p>11 certification, but it was an internal agreement that it</p> <p>12 still would be equal percentages amongst all the partners</p> <p>13 regardless.</p> <p>14 Q Okay. Was the 51 percent ownership that you</p> <p>15 would have, was that documented in writing?</p> <p>16 A Yes. I want to say it was because I had to turn</p> <p>17 something into the City showing that.</p> <p>18 Q Okay. But the Operating Agreement still stated</p> <p>19 that you were equal partners, is that correct?</p> <p>20 A I actually don't know. We had two operating</p> <p>21 agreements. One was our original one and the one that we</p> <p>22 revised to get a certification.</p> <p>23 So I really don't know what's on there right</p> <p>24 now.</p>
<p style="text-align: center;">Page 15</p> <p>1 A Oh, what was going on?</p> <p>2 It was a job. I'm assuming the South Shore</p> <p>3 High School was -- it was an opportunity to do that job</p> <p>4 and we decided to become union based on an opportunity.</p> <p>5 Q So it got work that it had to be a union employer</p> <p>6 to take the contract and you decided to do that?</p> <p>7 A Yes.</p> <p>8 Q Was that decision made collectively among all of</p> <p>9 the members at that time?</p> <p>10 A Yes.</p> <p>11 Q Okay. And Mr. Brown would not have been a member</p> <p>12 at that time?</p> <p>13 A No.</p> <p>14 Q So it would have been the four members?</p> <p>15 A Yes.</p> <p>16 Q When he left were the four members equal partners</p> <p>17 with the company?</p> <p>18 A Yes.</p> <p>19 Q And was that -- the company is since dissolved,</p> <p>20 is that correct?</p> <p>21 A That's correct.</p> <p>22 Q And it was voluntarily dissolved?</p> <p>23 A Yes.</p> <p>24 Q And up until the time it was dissolved were</p>	<p style="text-align: center;">Page 17</p> <p>1 Q Was it your understanding that even after you</p> <p>2 were somehow designated as the 51 percent owner that,</p> <p>3 in fact, the four persons still had sort of an equal</p> <p>4 interest in the business?</p> <p>5 A Yes.</p> <p>6 Q Did you share the profits of the company equally?</p> <p>7 A Yes. Even though we never had really profits,</p> <p>8 but yes, if there was any disbursement, everything was</p> <p>9 always equal.</p> <p>10 Q And can you give me an idea of what position each</p> <p>11 person -- what role -- strike that.</p> <p>12 Can you describe for me what role each</p> <p>13 person served within the company after 2010 or beginning</p> <p>14 in 2010 through the time the company was dissolved?</p> <p>15 A Well, it was -- you know, we were short staffed.</p> <p>16 So it was more whatever need was there we just filled it</p> <p>17 in, but, of course, my background, I had more experience</p> <p>18 in the office. So that was primarily my role.</p> <p>19 Jim Harbin with his background in</p> <p>20 construction, his role was to manage the projects.</p> <p>21 That role was shared with Bill Davis.</p> <p>22 And to provide something for Tony to do he</p> <p>23 would sporadically come out there as well to manage the</p> <p>24 project, but I think that's pretty much it.</p>

<p style="text-align: right;">Page 22</p> <p>1 A Yes.    2 Q All right. Was that the only project you did for    3 Pepper or did you do other projects?    4 A I believe that was the only one.    5 Q Okay. And who were your principal -- did you    6 have principal customers or was it a job-by-job basis?    7 A When you say principal customers --    8 Q Well, did you have customers you worked with    9 regularly or more than once or did you bid every project    10 separate and you didn't have any repeat customers?    11 A We bid every project separately.    12 Were there repeat customers?    13 Yes. There were a few.    14 Q Who were the repeat customers?    15 A We had a repeat with Randolph Construction.    16 That was it.    17 It really wasn't in business that long.    18 Q And let me ask you. That's sort of a segue,    19 I guess.    20 How did business go between 2010 and --    21 well, strike that.    22 The audit period that's at issue in this    23 lawsuit, more or less, is July of 2010 through    24 September 30th of 2011.</p>	<p style="text-align: right;">Page 24</p> <p>1 A I'm not sure of the date. I'm not even certain    2 about the year.    3 Q Do you know why Imperium was dissolved?    4 A Yes. We couldn't -- we just could not recover    5 from clients not paying us.    6 Q And was that sort of a collective decision to    7 dissolve the company among the partners?    8 A Yes.    9 Q Okay. How did you refer to the different owners    10 of Imperium?    11 Were they referred to as partners?    12 A Yes.    13 Q And except for the one change in ownership when    14 Floyd Brown left and the four remaining partners became    15 equal owners there were no other changes in the ownership    16 of Imperium, is that correct?    17 A That's correct.    18 Q It was always the four of you after he left?    19 A That is correct.    20 Q All right. Were there different classes of    21 owners or were you pretty much all equal owners?    22 A All equal owners.    23 Q To your knowledge did Imperium ever prepare any    24 sort of formal resolutions or documents memorializing the</p>
<p style="text-align: right;">Page 23</p> <p>1 How was business during that period of time?    2 A I can't really speak to the period of time. I    3 have no memory really of that period, but overall I could    4 just tell you it was -- just my overall feeling of how    5 things went, it was always stressful and tight. The cash    6 flow was never there.    7 Q Okay. And that's going back from the time that    8 you started the business until the time it went out of    9 business?    10 A From the time we became union to the time it went    11 out of business.    12 Q When you say cash flow was always tight, meaning    13 it was always difficult to get bills paid on time, that    14 kind of thing?    15 A It was difficult to have clients pay in a timely    16 fashion where we could pay our bills on time.    17 Q So you didn't have money coming in timely and you    18 needed to get money out.    19 So that was creating a cash crunch?    20 A Absolutely.    21 Q Why was Imperium -- strike that.    22 Imperium was dissolved according to my notes    23 here on June 12th, 2013.    24 Does that sound about right to you?</p>	<p style="text-align: right;">Page 25</p> <p>1 actions that it wanted to take?    2 A Can you please clarify the question?    3 Q Yes.    4 Are you familiar with, like, shareholders    5 resolutions or board of directors resolutions that a    6 corporation might pass memorializing some action that the    7 company has taken?    8 A I have heard of it, but I'm not familiar with it.    9 No.    10 Q Okay. Did Imperium ever -- well, let me ask the    11 question a slightly different way.    12 How were the decisions made by Imperium to    13 take various actions? How did the -- strike that.    14 How did the partners decide among themselves    15 to take various actions, for example, signing up with the    16 union?    17 A We would have a meeting and talk about it.    18 Q Okay. And it was sort of an informal meeting    19 where the four of you would get together and just discuss    20 how to manage the company?    21 A Yes, but I wouldn't say it was informal. We    22 would meet every week. So we would talk about any issues    23 that's going on.    24 Q Were there notes or an agenda maintained of those</p>

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<p>1 meetings?</p> <p>2 A Initially when we first got started because we</p> <p>3 were trying to get our certification so we had to keep</p> <p>4 that, but it definitely kind of fell by the wayside.</p> <p>5 Q All right. How about after 2010?</p> <p>6 A No. Our meetings became less and less when we</p> <p>7 really got kind of caught up with activity that was going</p> <p>8 on.</p> <p>9 Q Now, I'm going to sort of cut to the chase on the</p> <p>10 corporate records.</p> <p>11 The account records and other corporate</p> <p>12 records of Imperium were maintained, as I understand it,</p> <p>13 at your house, is that right?</p> <p>14 A That is correct.</p> <p>15 Q And the records were damaged or destroyed in a</p> <p>16 flood, is that correct?</p> <p>17 A That's correct.</p> <p>18 Q And when was that?</p> <p>19 A Okay. It was -- I want to say it had to have</p> <p>20 been -- this is '14 -- maybe '12 or '13.</p> <p>21 Maybe '13. Maybe '13.</p> <p>22 Q Somewhere in that time period?</p> <p>23 A Yes. It was like at the beginning of the year or</p> <p>24 something.</p>	<p>1 A Correct.</p> <p>2 Q And then he would give that to you and what would</p> <p>3 you do with that?</p> <p>4 A Process payroll.</p> <p>5 Q And how would you do that?</p> <p>6 A I would enter it into the computer and keep up</p> <p>7 with their time that way so we can figure out how much</p> <p>8 time has been spent on a job and process payroll through</p> <p>9 QuickBooks.</p> <p>10 Q And when you would enter the hours worked by the</p> <p>11 workers, where would those be maintained in the computer</p> <p>12 system?</p> <p>13 Would it be maintained in QuickBooks? Would</p> <p>14 it be maintained in a separate program? Would it be an</p> <p>15 Excel spreadsheet?</p> <p>16 A It would be in QuickBooks.</p> <p>17 Q So you would actually -- you had a QuickBooks</p> <p>18 entry for each of the workers and you would enter how much</p> <p>19 time they worked each day?</p> <p>20 A I would enter -- yes. At the end of the week</p> <p>21 I would enter their time.</p> <p>22 Q Okay. And did you keep track of the time on a</p> <p>23 daily basis or a weekly basis in the computer?</p> <p>24 A It was daily, but it was done by the week.</p>
<p style="text-align: center;">Page 27</p> <p>1 Q And what were the -- your company, I assume,</p> <p>2 maintained time records for the work that was done by the</p> <p>3 employees on the various jobs?</p> <p>4 A Well, the managing partners would keep up with</p> <p>5 the time.</p> <p>6 Q While they were on the jobsites?</p> <p>7 A Yes.</p> <p>8 Q So that was part of the responsibility of the</p> <p>9 project manager?</p> <p>10 A Yes.</p> <p>11 Q How would those records be maintained?</p> <p>12 A They would just be out there and write on there</p> <p>13 who was out there and their hours and give them to me.</p> <p>14 Q Did you have some sort of formal sheet that they</p> <p>15 would fill out or was it like just a scrap of notebook</p> <p>16 paper or how would it be actually recorded?</p> <p>17 A Yes. It was -- I think we had a formal -- and</p> <p>18 I'm really not sure.</p> <p>19 I think we had a formal sheet, but I don't</p> <p>20 think anybody used it. So it was just a sheet of paper</p> <p>21 and they'd just submit the sheet of paper.</p> <p>22 Q So, for example, Mr. Harbin would be out on a</p> <p>23 jobsite and he would write down who was there and how many</p> <p>24 hours they worked?</p>	<p style="text-align: center;">Page 29</p> <p>1 Q Totaled by the week?</p> <p>2 A Yes.</p> <p>3 Q But it was entered each day?</p> <p>4 A No. At the end of the week.</p> <p>5 Q Oh, I see.</p> <p>6 So at the end of the week you would enter</p> <p>7 all the time, but it would have the time for each day that</p> <p>8 the workers had worked?</p> <p>9 A Yes.</p> <p>10 Q All right. And then what would happen to the</p> <p>11 scraps of paper or the pieces of paper that the hours</p> <p>12 would have been recorded on?</p> <p>13 Would you throw those away or would you keep</p> <p>14 those?</p> <p>15 A Well, at the time I had kept everything.</p> <p>16 Everything was filed away.</p> <p>17 Q And what happened to those records?</p> <p>18 A Everything got destroyed in the flood.</p> <p>19 Q Including those daily time records?</p> <p>20 A Correct.</p> <p>21 Q And did the computer get destroyed in the flood</p> <p>22 also?</p> <p>23 A Yes, it did.</p> <p>24 Q So if you wanted to recreate the hours that the</p>

<p style="text-align: center;">Page 30</p> <p>1 workers had worked, am I correct in assuming that you 2 would have no way to do that?</p> <p>3 A That is correct.</p> <p>4 Q Okay. I'm going to ask the question slightly 5 differently.</p> <p>6 If push came to shove and somebody said can 7 you give me any estimate on what the hours were that your 8 guys worked during the period of July 1st, 2010 through 9 September 30th, 2011, would you have any way to do that or 10 would you have to throw your hands up and say I don't have 11 any records and I just can't do it?</p> <p>12 A I would go to my bank statements and go to the 13 union reports and try to formulate some hours that was 14 worked based on those records.</p> <p>15 Q So you would go to the bank statements -- and I'm 16 going to sort of cut to the chase, too. We'll get to this 17 a little bit more later, but some of your workers were 18 paid in cash, is that right?</p> <p>19 A That's correct.</p> <p>20 Q For the time that they were working during the 21 audit period, is that right?</p> <p>22 A That's correct.</p> <p>23 Q So you have some hours that you would be able to 24 ascertain from the union reports that you submitted,</p>	<p style="text-align: center;">Page 32</p> <p>1 A Yes.</p> <p>2 Q And is that your signature that's on each of 3 those reports?</p> <p>4 A On some of them. Yes.</p> <p>5 Q And on some of them it's not?</p> <p>6 A That's correct.</p> <p>7 Q Can you tell me for those that it's not your 8 signature do you recognize whose signature it is?</p> <p>9 A No.</p> <p>10 Q Okay. Do you see where it has the month of each 11 report on it --</p> <p>12 A Yes.</p> <p>13 Q (Continuing) -- sort of in the upper right 14 corner?</p> <p>15 A Yes.</p> <p>16 Q Can you go through these and tell me which ones 17 are your signature and which ones aren't?</p> <p>18 A Okay. July 10th. It doesn't have a year. I'm 19 assuming maybe 2011. That is my signature.</p> <p>20 August --</p> <p>21 Q I'll point out that there's a date stamp on the 22 bottom of them that would show when the Trust Funds 23 received it.</p> <p>24 So assuming that July 10th is accurate and</p>
<p style="text-align: center;">Page 31</p> <p>1 correct?</p> <p>2 A Correct.</p> <p>3 Q But that doesn't contain all the hours, correct?</p> <p>4 A Correct.</p> <p>5 Q So some of the hours that were paid in cash, you 6 would go to the bank statements to see if you could 7 identify what payments were attributable to hours and 8 extrapolate from that, is that right?</p> <p>9 A I'm not sure if I would be able to do that from 10 the bank statements, but from guys who actually got paid 11 with a check, I would be able to formulate those hours.</p> <p>12 Q So you would be still a little short because you 13 wouldn't be able to account for the other hours, is that 14 right?</p> <p>15 A That's correct.</p> <p>16 Q Okay. And you mentioned union reports.</p> <p>17 I'm going to hand you what I have marked as 18 Exhibit -- these are the union reports.</p> <p>19 If you flip through what I've marked as 20 Exhibit 2, these appear to be the union reports that were 21 submitted for the period July of 2010 through December of 22 2011.</p> <p>23 If you could take a look at that exhibit and 24 tell me whether that's accurate?</p>	<p style="text-align: center;">Page 33</p> <p>1 the received date is accurate, that would suggest it's 2 actually July 2010 for the first one.</p> <p>3 A Okay. So July -- do you want me to use the 4 received date or this (indicating)?</p> <p>5 Q Why don't you use the -- yes. Use the received 6 date.</p> <p>7 A Okay. August 26th, 2010, that is my signature.</p> <p>8 August 8th, 2010 is my signature.</p> <p>9 November 1st, 2010 is my signature.</p> <p>10 November 17th, 2010 is my signature.</p> <p>11 December 20th, 2010 is my signature.</p> <p>12 February 8th, 2011 is my signature.</p> <p>13 February 9th, 2011 is my signature.</p> <p>14 Is that -- January 1st, 2011 is my 15 signature.</p> <p>16 April --</p> <p>17 Q I think that's actually March 1st, 2011 because 18 it looks to be a statement for February of 2011.</p> <p>19 A Okay. So March 1st, 2011 is my signature.</p> <p>20 April 22nd, 2011 is not my signature.</p> <p>21 May 2nd, 2011 is my signature.</p> <p>22 July 1st, 2011 is my signature.</p> <p>23 August 16th, 2011 is my signature.</p> <p>24 November 3rd, 2011 is my signature.</p>

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<p>1                   November 3rd, 2011 is my signature.  2                   January 4th, 2012 is my signature.  3                   And there's no signature there.  4                   December 27th, 2011 is my signature.  5   Q All right. And then can you explain for me the  6   process by which these contribution reports would be  7   filled out?  8   A The process is I would look at my payroll  9   reports, whatever was on there, to submit it -- you know,  10   copy it onto the report here and submit it and based on  11   if funds were available.  12   Q Okay. And the payroll reports, those were  13   generated -- are those the same reports that reflected the  14   checks that had been written to the workers?  15   A That is correct.  16   Q Did you use a -- when I say you, I mean Imperium.  17                   Did you use a payroll service for your  18   payroll?  19   A QuickBooks.  20   Q Okay. QuickBooks.  21                   So would QuickBooks generate the checks that  22   were paid to the workers?  23   A Do you mean like an actual physical check?  24   Q Correct.</p>	<p>1                   there's no hours reported, but if the workers had been  2   paid in cash you wouldn't have a record of that, is that  3   correct?  4   A Well, let me say it this way.  5                   We never had a full crew on cash. So if  6   there's no hours reported, nine times out of ten there was  7   no work going on.  8   Q I see. Okay.  9                   So normally there would be at least some  10   people reported or partial hours reported?  11   A We generally don't do partial hours. It would be  12   whoever is on payroll is getting payroll. They're getting  13   their check.  14   Q I'm going to take a big step back now.  15                   We'll sort of come back to this later, but  16   who prepared Imperium's taxes?  17   A Our accountant, Greg Kenner.  18   Q And who would provide him with the records that  19   he needed to prepare the taxes?  20   A I did.  21   Q Where are Mr. Kenner's offices?  22   A He's off of Jackson. I don't remember the  23   address, but he is here in Chicago.  24   Q Is he with a firm or just his own?</p>
<p style="text-align: center;">Page 35</p> <p>1   A No. I did the checks.  2   Q You would actually do the checks. Okay.  3                   And getting back to where I was a few  4   minutes ago before I got off on the reports, the time  5   records and the computer records no longer exist that were  6   maintained back during this period of time, is that  7   correct, between July 1st, 2010 and September 30th, 2011?  8   A That's correct.  9   Q Okay. And looking at these reports, it looks  10   like at least for a couple of months no hours were  11   reported.  12                   I'm looking at December of 2010 and January  13   of 2011, February of 2011, March of 2011, April of 2011.  14                   I take it, there wasn't much business during  15   that period of time?  16   A I don't remember.  17   Q Now, when workers were paid in cash, were their  18   hours not entered into the QuickBooks system?  19   A Yes.  20   Q It's correct that they were not entered?  21   A That's correct.  22   Q Okay. I think I understand.  23                   So there could have been work during one of  24   these given months or more of these given months where</p>	<p style="text-align: center;">Page 37</p> <p>1   A He was with a firm. John E. Wilson.  2   Q And did they prepare the taxes the entire time  3   that Imperium was in operation?  4                   Well, strike that.  5                   Did he prepare the taxes for 2010 and after?  6   A I believe so.  7   Q And you were responsible for managing Imperium's  8   payroll, is that correct?  9   A That's correct.  10   Q And each of the project managers were responsible  11   for keeping track of the on-site job hours, is that  12   correct?  13   A That's correct.  14   Q So -- and it's Tony Fuentes, is that right?  15   A That's correct.  16   Q Mr. Fuentes would be responsible for keeping  17   track of hours when he was managing a jobsite?  18   A I'm not sure on that.  19   Q Why is that?  20   A Because I'm not sure -- I know he was out there.  21   I just don't know exactly what his role was and what he  22   did, why he was out there.  23                   That's the best way to put it.  24   Q Mr. Davis, would he be responsible for keeping</p>

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<p>1 track of hours when he was out on a jobsite?</p> <p>2 A Yes.</p> <p>3 Q And Mr. Harbin was responsible for keeping track</p> <p>4 of hours when he was on a jobsite?</p> <p>5 A Yes.</p> <p>6 Q All right. And Imperium only used Harris Bank</p> <p>7 for its banking services?</p> <p>8 A Yes. No.</p> <p>9 At the end I also used Guaranty, I think was</p> <p>10 the name of the bank.</p> <p>11 Q And when you say at the end, what period of time</p> <p>12 are you referring to?</p> <p>13 A It was, I want to say, maybe 2011. Maybe the end</p> <p>14 of the year.</p> <p>15 Q Okay. And this is 3.</p> <p>16 I'm just going to mark them so we're done.</p> <p>17 I'm going to hand you Exhibits 3 through 10</p> <p>18 and they are bank statements from Harris Bank dated months</p> <p>19 from 2010 and 2011.</p> <p>20 Do you see those?</p> <p>21 A Yes.</p> <p>22 Q Do those look like bank statements for Imperium</p> <p>23 LLC?</p> <p>24 A Yes.</p>	<p>1 A No.</p> <p>2 Q What was the line of credit used for?</p> <p>3 A It was used just to fund the operation.</p> <p>4 Q So would checks drawn on the line of credit be</p> <p>5 deposited into this account?</p> <p>6 A It would normally be a transfer. I would just</p> <p>7 transfer money from the line of credit into this.</p> <p>8 Q So it was an electronic transfer that you would</p> <p>9 do online, for example?</p> <p>10 A Yes.</p> <p>11 Q Okay. Do you remember how much the line of</p> <p>12 credit was?</p> <p>13 A A hundred thousand.</p> <p>14 Q So checks weren't written out of the line of</p> <p>15 credit to, like, workers?</p> <p>16 A Not to workers, no.</p> <p>17 Q And you didn't take cash out of that account?</p> <p>18 A Yes. I mean, I would say so. I think most of it</p> <p>19 was done with transfers, but I'm sure from time to time we</p> <p>20 did take cash out as well.</p> <p>21 Q All right. Other than Guaranty Bank and Harris</p> <p>22 Bank did Imperium LLC bank anywhere else?</p> <p>23 A No.</p> <p>24 Q And to the best of your recollection the account</p>
<p style="text-align: center;">Page 39</p> <p>1 Q And there's an address on there, 6615 South Yale.</p> <p>2 Is that where the records for Imperium were</p> <p>3 kept?</p> <p>4 A Yes.</p> <p>5 Q Was that your residence?</p> <p>6 A Yes.</p> <p>7 Q Did Imperium ever have like a separate office or</p> <p>8 were the offices run out of your house?</p> <p>9 A It was ran out of my house.</p> <p>10 Q Is that where the records were when they were</p> <p>11 damaged or destroyed?</p> <p>12 A Yes.</p> <p>13 Q Now, was Imperium's payroll run out of this</p> <p>14 account?</p> <p>15 A Yes.</p> <p>16 Q Did Imperium have another checking account with</p> <p>17 Harris besides this one or was this the only account?</p> <p>18 A This was the only checking account.</p> <p>19 Q Okay. Did it have another account of some other</p> <p>20 sort?</p> <p>21 A We had a line of credit.</p> <p>22 Q Okay. A line of credit as well.</p> <p>23 Would payroll be run out of the line of</p> <p>24 credit?</p>	<p style="text-align: center;">Page 41</p> <p>1 at Guaranty was opened some time at the end of 2011?</p> <p>2 A Yes. I want to say maybe October. It probably</p> <p>3 was like four or five months that it was open.</p> <p>4 Q And then it was closed in 2012?</p> <p>5 A I believe so.</p> <p>6 Q And the Harris Bank account is closed, I take it?</p> <p>7 A I haven't officially closed it, but, you know, we</p> <p>8 no longer get statements or any correspondence on there.</p> <p>9 Q And the line of credit with Harris Bank, whatever</p> <p>10 became of that?</p> <p>11 Was there a balance due on that?</p> <p>12 A Yes. The entire amount.</p> <p>13 Q The entire hundred thousand?</p> <p>14 A Yes.</p> <p>15 Q Is that still outstanding?</p> <p>16 A Yes.</p> <p>17 Q Has Harris Bank made any effort to collect on</p> <p>18 that?</p> <p>19 A They just sent the correspondence like two weeks</p> <p>20 ago.</p> <p>21 Q Demanding payment on the line of credit?</p> <p>22 A Yes.</p> <p>23 Q And is that line of credit personally guaranteed?</p> <p>24 A It's guaranteed by our home.</p>

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<p>1 Q What loan was that?</p> <p>2 A This loan was to Brown &amp; Momen, M-o-m-e-n.</p> <p>3 Q And you paid them in cash?</p> <p>4 A Yes, I did.</p> <p>5 Q Like literally walked in with an envelope with</p> <p>6 \$7600 in bills?</p> <p>7 A More than that.</p> <p>8 Q And who was your contact at Brown &amp; Momen that</p> <p>9 you would pay them in cash?</p> <p>10 A Ernest Brown.</p> <p>11 Q Was that a loan that was memorialized in writing?</p> <p>12 A Yes.</p> <p>13 Q How was it memorialized in writing?</p> <p>14 A All the partners had to sign it. We personally</p> <p>15 guaranteed that we would pay it.</p> <p>16 I think it was 40,000. I can't remember.</p> <p>17 It was to do the South Shore High School</p> <p>18 project.</p> <p>19 Q Explain to me how that arrangement worked.</p> <p>20 They were hiring you to -- were you hired by</p> <p>21 Brown &amp; Momen to do that project?</p> <p>22 A Brown &amp; Momen is Sollitt, George Sollitt.</p> <p>23 George Sollitt is a joint venture on the</p> <p>24 project.</p>	<p>1 Q Was the line of credit exhausted?</p> <p>2 A 2010 we started this project. I don't know the</p> <p>3 timeline.</p> <p>4 Oh, no.</p> <p>5 Yes. It was exhausted. The market changed</p> <p>6 and we lost on our properties because we opened the</p> <p>7 company to do real estate initially and we used our line</p> <p>8 of credit to do that.</p> <p>9 And that's what exhausted our line of</p> <p>10 credit.</p> <p>11 Q Oh, I see. I think I get it.</p> <p>12 So you opened the company to acquire</p> <p>13 properties, fix them up and resell them and you had the</p> <p>14 line of credit that you were using for that purpose?</p> <p>15 A Yes.</p> <p>16 Q So by 2010 when you started to go into sort of a</p> <p>17 different line of work your line of credit was exhausted</p> <p>18 because you had used it for those kind of endeavors?</p> <p>19 A That's correct.</p> <p>20 Q I see. Okay. So he was loaning you another</p> <p>21 \$40,000 so that you would be able to essentially fund the</p> <p>22 work for this project?</p> <p>23 A Yes. It really wasn't to fund the work. We used</p> <p>24 it for start-up costs because we had just became union and</p>
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<p>1 Q So they hired you and then they loaned you money?</p> <p>2 A He did.</p> <p>3 Q He did personally?</p> <p>4 A Yes.</p> <p>5 Q His company or Brown &amp; Momen loaned you the</p> <p>6 money?</p> <p>7 A I don't know the particulars. I believe it was</p> <p>8 him personally or his company.</p> <p>9 Q And who personally do you think might have loaned</p> <p>10 you the money?</p> <p>11 A Ernest Brown.</p> <p>12 Q And it was \$40,000?</p> <p>13 A I believe so if I remember correctly.</p> <p>14 Q And was that money deposited into your operating</p> <p>15 account?</p> <p>16 A Yes.</p> <p>17 Q And then why was he making a loan to you if he</p> <p>18 was hiring you?</p> <p>19 A Well, we never ever had operating capital. It</p> <p>20 was always grossly under funded. So that was to help with</p> <p>21 the operating capital.</p> <p>22 Q Did you have your line of credit with Harris Bank</p> <p>23 at this time?</p> <p>24 A Yes. I want to say we did.</p>	<p>1 we had to do bonds and all sorts of things. Insurance.</p> <p>2 Q Now, you would have just -- this is July 2010.</p> <p>3 So you would have just joined up with the</p> <p>4 union.</p> <p>5 You would just be starting out sort of on</p> <p>6 this venture, correct?</p> <p>7 A Yes.</p> <p>8 Did we start the project in July?</p> <p>9 I'm not sure when we started the project.</p> <p>10 If we started in July, then this payment is</p> <p>11 not accurate.</p> <p>12 Q Then the payment wouldn't be for that loan?</p> <p>13 A No.</p> <p>14 Q Okay. Well, looking back at -- well, I guess</p> <p>15 I'm looking at the MARBA agreement and it says you're</p> <p>16 bound to the current Collective Bargaining Agreement</p> <p>17 effective June 1st, 2010 to May 31st, 2014.</p> <p>18 So it wouldn't have been within a month that</p> <p>19 you would have been paying it back, --</p> <p>20 A No.</p> <p>21 Q (Continuing) -- I'm assuming?</p> <p>22 And that was the last payment for that</p> <p>23 statement.</p> <p>24 All right. If we can turn to Exhibit 4, if</p>

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<p>1 you look at the first page there's August 9th for \$3,258.  2 It says debit memo.  3 Do you see that?  4 A I do.  5 Q And that matches the first payment in the second  6 column on Exhibit 11 which is Mr. Lagalo's letter.  7 Do you see that?  8 A Yes, I do.  9 Q Okay. What's a debit memo?  10 A That is a good question.  11 It could be, you know, we were trying to get  12 a cashier's check, but I'm not sure.  13 Q You don't recall?  14 A No.  15 Q When you took cash out of the company's accounts  16 -- strike that.  17 When cash was taken out of the company's  18 accounts, who would do that?  19 A Myself or Bill Davis.  20 Q Why would Mr. Davis do it?  21 A He was the only other signer on the account.  22 Q Okay. I should have asked that.  23 The signers on the checking account were you  24 and Mr. Davis?</p>	<p>1 A I'm not able to read the memo section. No.  2 Q Do you recall did you give the original bank  3 statements to your bankruptcy counsel?  4 A I believe I did.  5 Q To your knowledge does he still have them?  6 A I don't know. I have not talked to him since  7 last year.  8 Q All right. Did you ever get them back from him?  9 A I don't recall, but I think everything I gave him  10 was just the originals.  11 Q You did give him originals though?  12 You didn't give him a PDF file of the  13 statements?  14 A No. It was not a PDF.  15 I believe I gave him the originals.  16 Q Okay. I'm going to ask that you -- since he's  17 still, I guess, technically the counsel for Imperium or  18 may be, can you ask him to see if he has those original  19 statements?  20 A Yes.  21 Q And to get them back from him?  22 A Okay.  23 Q That may be helpful.  24 A Okay.</p>
Page 63	Page 65
<p>1 A That is correct.  2 Q Nobody else?  3 A Nobody else.  4 Q So on occasions when cash might be taken out of  5 the account he would do that, too?  6 A Yes.  7 Q Do you have any understanding that when you go to  8 the bank and fill out a withdrawal slip and present that  9 to the teller to withdraw money from an account that shows  10 up on a bank statement as a debit memo?  11 A No.  12 Q Okay. Would you have any records as you sit here  13 today at your disposal anywhere that you're aware of that  14 would explain what the \$3,258 debit memo was used for?  15 A I don't believe so.  16 Q Okay. And if you turn to page 2 of that exhibit,  17 there's a highlighted entry for check 3103 for \$8,000.  18 And if you flip back to the checks you'll  19 see that it's highlighted or circled in red there.  20 And would you agree that's a check payable  21 to cash?  22 A Yes.  23 Q And, again, do you have any idea what that would  24 have been used for?</p>	<p>1 MR. TAYLOR: Can we go off the record for a  2 second?  3 MR. McJESSY: Sure.  4 (Whereupon a discussion was held  5 off the record)  6 MR. McJESSY: Let's go back on the record.  7 BY MR. McJESSY:  8 Q If we can turn to the next statement which is  9 Exhibit 5, September of 2010, if you turn to page 2,  10 there's two debit memos there.  11 Do you see that?  12 One is September 24th for \$134.92. The  13 other is September 7th for \$2,004.  14 Do you see that?  15 A Yes, I do.  16 Q Okay. Do you have any way to know what those  17 debit memos were used for?  18 A I do not.  19 Q And to the best of your knowledge you don't have  20 any records at your disposal that would explain what those  21 payments were used for?  22 A No.  23 Q Okay. And if you turn to Exhibit 6, if you'll  24 look at the first page of that, there's an October 8th</p>

17 (Pages 62 to 65)

<p>1       they?</p> <p>2       A   They were from time to time. I'm not sure if it</p> <p>3       was this project or not, but I do recognize it just doing</p> <p>4       payroll.</p> <p>5       Q   Do you know Hector Mata, M-a-t-a?</p> <p>6       A   No.</p> <p>7       Q   Do you know Martin Mata?</p> <p>8       A   No.</p> <p>9       Q   Do you recognize those as names of people that</p> <p>10      worked for your company?</p> <p>11      A   No.</p> <p>12      Q   Do you still have any records that show the</p> <p>13      persons who worked for your company?</p> <p>14      A   That would have been in QuickBooks. So no.</p> <p>15      Q   Okay.</p> <p>16      A   Except for the reports that would show people who</p> <p>17      worked for the company.</p> <p>18      Q   The reports?</p> <p>19      A   Union reports.</p> <p>20      Q   Anything else that you would have?</p> <p>21      A   No. I don't believe so.</p> <p>22      Q   All right. Do you recognize -- you said you</p> <p>23      recognize the name Carlos Contreras?</p> <p>24      A   Yes.</p>	<p>1       Q   Panto maybe, P-a-n-t-o?</p> <p>2       A   That doesn't sound familiar.</p> <p>3       Q   Let me show you what I have marked as Exhibit 13</p> <p>4       and ask you if you recognize that document?</p> <p>5       A   Yes, I do.</p> <p>6       Q   And what is -- that's an Unsecured Promissory</p> <p>7       Note is what it says at the top, is that correct?</p> <p>8       A   That's correct.</p> <p>9       Q   And that's a document you prepared?</p> <p>10      A   Not by myself, but yes.</p> <p>11      MR. TAYLOR: Can I make a standing objection?</p> <p>12      I don't normally make it a practice to</p> <p>13      interrupt other people's depositions, but I just want to</p> <p>14      make an objection to any questions that relate to an</p> <p>15      Unsecured Promissory Note in any way based upon relevancy.</p> <p>16      I think that will do it.</p> <p>17      And that way I don't have to object every</p> <p>18      time you ask a question.</p> <p>19      MR. McJESSY: All right. Fair enough.</p> <p>20      BY MR. McJESSY:</p> <p>21      Q   How was this document prepared?</p> <p>22      A   On a computer.</p> <p>23      Q   And if I understand correctly, you downloaded</p> <p>24      some variation of this from the Internet, is that correct?</p>
<p>Page 79</p>	<p>Page 81</p>

Page 82	Page 84
<p>1       A I'm actually unsure who the other signatures are.    2       They don't look familiar.</p> <p>3       Q Okay. So there's a signature on there that looks    4       like it's underneath your signature where it says lender    5       and it looks to be Jerry L. Lewis.</p> <p>6            You didn't sign that?</p> <p>7       A No.</p> <p>8       Q And you don't know who did?</p> <p>9       A No.</p> <p>10       Q And then it says executed in the presence of and    11       there's a witness signature.</p> <p>12            Do you know who signed that?</p> <p>13       A I don't.</p> <p>14       Q Do you know what the name is that's written    15       there?</p> <p>16       A It's trying to say James Harbin, III.</p> <p>17       Q Is Mr. Harbin your husband? Is he the third?</p> <p>18       A Yes, he is.</p> <p>19       Q Do you recognize his signature based on having    20       seen it in the past many times?</p> <p>21       A Yes.</p> <p>22       Q All right. And is that his signature?</p> <p>23       A No.</p> <p>24       Q All right. And as I understand it, there never</p>	<p>1       were shown in the accounts?</p> <p>2       A Yes.</p> <p>3       Q Okay. How was everybody aware of it?</p> <p>4       A We were all there when this promissory note was    5       being created.</p> <p>6       Q Okay. Everybody was -- where was everybody?</p> <p>7       A At my residence and office.</p> <p>8       Q And all four people were there?</p> <p>9       A Yes.</p> <p>10       Q Okay. And did all -- and let me take a step way    11       back.</p> <p>12            When you got the audit report from the    13       Trust Funds, the one that's attached to the letter dated    14       or the letter marked as Exhibit 11, was that audit report    15       given to all of the partners or were they made aware of    16       it?</p> <p>17       A Yes.</p> <p>18       Q Okay. So all of the partners were aware that the    19       Trust Funds were demanding payment of audit discrepancies?</p> <p>20       A Yes.</p> <p>21       Q What was the response?</p> <p>22       A Nauseousness.</p> <p>23       Q That's honest.</p> <p>24       A It wasn't a good response. You know, it's like</p>
<p style="text-align: center;">Page 83</p> <p>1       was a loan from Jerry L. Lewis as evidenced by this    2       promissory note, is that correct?</p> <p>3       A That is correct.</p> <p>4       Q Okay. The promissory note is dated December 1st,    5       2010, but since it was prepared to be presented to the    6       auditor of the Trust Funds do you know when the actual    7       date was that it was prepared?</p> <p>8       A I don't.</p> <p>9       Q Okay. Do you think it would have been after the    10       date of the letter that's marked as Exhibit 11 which was    11       March 12th, 2012?</p> <p>12       A I'm going to say no because we used this for the    13       first audit.</p> <p>14       Q This was used for the first audit as well?</p> <p>15       A Yes.</p> <p>16       Q Okay. So you think it was before that date then?</p> <p>17       A Yes.</p> <p>18       Q All right. And were all of the partners aware    19       that this promissory note had been created?</p> <p>20       A Yes.</p> <p>21       Q And were all of the partners aware that it had    22       been given to the Trust Funds or their auditors --</p> <p>23       A Yes.</p> <p>24       Q (Continuing) -- to explain the cash payments that</p>	<p style="text-align: center;">Page 85</p> <p>1       having one penny and having stuff being thrown at you.    2       You know, it's like what are we going to do about this.</p> <p>3       Q You didn't have the money to cover it, is that    4       right?</p> <p>5       A That's correct.</p> <p>6       Q It sounds, I guess, when you said nauseousness,    7       it was a horrible feeling, I take it?</p> <p>8       A It really was.</p> <p>9       Q All right. And can I ask how did the idea come    10       up to use the promissory note to sort of explain the cash    11       payments?</p> <p>12       A Brainstorming.</p> <p>13       Q Sort of a collective part of the discussion, is    14       that it?</p> <p>15       A Yes.</p> <p>16       Q The Trust Funds wanted to know where the cash had    17       gone and that was an explanation?</p> <p>18       A Yes.</p> <p>19       Q All right. I'm going to show you what I have    20       marked as Exhibit 14.</p> <p>21            And this is an email to me from Paul Jaquez,    22       J-a-q-u-e-z.</p> <p>23            Was he the attorney for Imperium for some    24       period of time?</p>

Page 86	Page 88
<p>1 A Yes. He worked for that company. 2 I'm sorry. I forget what they call it. 3 Q Smith Amundsen or something to that effect? 4 It's a law firm, correct? 5 A Yes. He wasn't our attorney, but you know how 6 they have someone that will help the attorney, I don't 7 know the name of that person. 8 Q Paralegal? 9 A Paralegal. 10 Q He was a paralegal for that law firm? 11 A I believe so. 12 Q Have you provided -- strike that. 13 Have you provided -- had you provided a copy 14 of the promissory note to that law firm? 15 A I believe I did. 16 Q Okay. And do you know who Heather Bailey is? 17 A She was the attorney for Imperium. 18 Q She was representing the company at that time? 19 A Yes. 20 Q And there's a -- the second to the last paragraph 21 of this letter that begins finally I have attached, do you 22 see that? 23 A Yes, I do. 24 Q It says basically I've attached a copy of a</p>	<p>1 Q And then they would just pay the workers in cash, 2 is that right? 3 A I believe so. Yes. 4 Q And was that typically done when work was worked 5 like on the weekend or could it have been done during the 6 week or was there no rhyme or reason? 7 A I'm going to say no rhyme or reason. 8 Q Sort of just randomly done? 9 A Yes. 10 Q And then the hours that were paid in cash just 11 weren't reported on the Fringe Benefit Contribution 12 Reports, is that right? 13 A That is correct. 14 Q Do you know Jerry Lewis? 15 A Yes, I do. 16 Q How do you know Jerry Lewis? 17 A He was a former client. 18 Q Okay. And to your knowledge is JLL, LLC a real 19 company? 20 A Yes, it is. 21 Q So you just put that information in there to make 22 the promissory note seem more plausible, is that it? 23 A I was trying. 24 Q All right. Mr. Lewis, I take it, doesn't know</p>
<p>1 promissory note that explains why Imperium was withdrawing 2 cash amounts as reflected in the audit. 3 Do you see that? 4 A Yes, I do. 5 Q Okay. And it says Imperium provided the union 6 with a copy of the original promissory note with the same 7 Waiver of Interest provision for a prior audit. 8 Do you see that? 9 A I do. 10 Q Okay. In sum, the statements that Mr. Jaquez is 11 putting in his letter aren't true, correct? 12 The payments weren't made pursuant to -- the 13 cash withdrawals weren't made pursuant to this promissory 14 note? 15 A That is correct. 16 Q When workers were paid in cash how did the 17 process work? 18 In other words, would somebody go to the 19 bank and get the money and take it to the jobsite and pay 20 them or did you keep the money at home and they would come 21 by the house? 22 What was the process? 23 A Someone would go to the bank, withdraw the cash 24 and take it to whatever project manager was out there.</p>	<p>1 anything about the promissory note? 2 A No. 3 Q And, I take it, the hope was that the promissory 4 note would cause the Trust Funds to adjust the audit and 5 you wouldn't owe contributions? 6 A That would have took away the nauseous feeling. 7 Yes. 8 Q Do you have -- I'm trying to think of how not to 9 do this in ten questions, but I'll just ask this. 10 If you had to estimate in some fashion based 11 on some actual records how many hours workers were paid in 12 cash, do you have any way to do that? 13 A I really don't. No. 14 Q Did Imperium hire subcontractors? 15 A I think maybe once or twice. 16 Q Okay. Not as part of its regular business? 17 A No. 18 Q Was Imperium signatory with any unions besides 19 the carpenters? 20 A Yes. 21 Q What else was it signatory to? 22 A Painters union, tapers union, laborers union. 23 MR. TAYLOR: What was the last one? 24 THE WITNESS: Laborers.</p>

23 (Pages 86 to 89)

Page 106	Page 108
<p>1 list.</p> <p>2 Employees. Vendors. Unions.</p> <p>3 Q And then this is the last question.</p> <p>4 Is it fair to say that some of the -- what</p> <p>5 I'll call unpleasantries that we have talked about here</p> <p>6 today were a result of trying to keep the guys paid?</p> <p>7 A Yes. It was all about that.</p> <p>8 This was not a decision that was made to try</p> <p>9 to put money into our pockets.</p> <p>10 This was a decision solely to get the guys</p> <p>11 paid.</p> <p>12 And I know a lot of it is unorthodox, but we</p> <p>13 were struggling in trying to find creative ways to not</p> <p>14 ever send somebody home without their money.</p> <p>15 MR. TAYLOR: That's all I have.</p> <p>16 MR. McJESSY: You have the right to review the</p> <p>17 transcript when the court reporter prepares it and to note</p> <p>18 any errors that you believe occurred in the transcription</p> <p>19 of your testimony.</p> <p>20 So you can read what she typed up and if you</p> <p>21 think it does not accurately reflect what you've stated,</p> <p>22 you can write it on what they call an errata sheet that</p> <p>23 contains the page and the error that you believe occurred.</p> <p>24 You can't change your testimony. In other</p>	<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE NORTHERN DISTRICT OF ILLINOIS</p> <p>3 EASTERN DIVISION</p> <p>4 CHICAGO REGIONAL COUNCIL OF CARPENTERS )</p> <p>5 PENSION FUND, et al, )</p> <p>6 Plaintiffs, )</p> <p>7 -vs- ) 13 CV 06366</p> <p>8 WILLIAM A. DAVIS, III, et al, )</p> <p>9 Defendants. )</p> <p>10 )</p> <p>11 )</p> <p>12 I, Tina Harbin, being first duly sworn,</p> <p>13 on oath, say that I am the deponent in the aforesaid</p> <p>14 deposition; that I have read the foregoing transcript</p> <p>15 of my deposition, consisting of pages 1 through 107</p> <p>16 inclusive, taken at the aforesaid time and place and</p> <p>17 that the foregoing is a true and correct transcript of</p> <p>18 my testimony so given.</p> <p>19 )</p> <p>20 Tina Harbin, Deponent</p> <p>21 SUBSCRIBED AND SWORN TO</p> <p>22 before me this _____ day</p> <p>23 of _____, 2014.</p> <p>24 Notary Public</p> <p>25 )</p>
<p>1 words, if you said five and she wrote down five, you can't</p> <p>2 change your testimony now to four, but if you believe that</p> <p>3 you said red and she wrote down green, you can note that</p> <p>4 you believe she mistranscribed what you testified to.</p> <p>5 Or, you can waive your testimony or waive</p> <p>6 the right to review the transcript.</p> <p>7 I don't care which you do, but the court</p> <p>8 reporter needs to know.</p> <p>9 Normally your own attorney would explain</p> <p>10 this to you if you had an attorney present, but since you</p> <p>11 don't, you need somebody to explain it to you and she</p> <p>12 needs an answer.</p> <p>13 So she needs to know whether you reserve</p> <p>14 signature which means you reserve your right to read the</p> <p>15 transcript when it's prepared before she sends it out or</p> <p>16 whether you waive signature and don't want to read the</p> <p>17 transcript before she sends it out.</p> <p>18 Either way is fine, but she needs to know</p> <p>19 from you what you'd like to do.</p> <p>20 THE WITNESS: I would definitely like to read it.</p> <p>21 MR. McJESSY: Then she'll reserve signature.</p> <p>22 All right. Very good. We're done.</p> <p>23 THE WITNESS: Thank you.</p> <p>24 (Witness excused)</p>	<p>1 STATE OF ILLINOIS )</p> <p>2 ) SS.</p> <p>3 COUNTY OF C O O K )</p> <p>4 )</p> <p>5 )</p> <p>6 )</p> <p>7 I, SHERYL F. ROSE, CSR, a Notary Public, do hereby</p> <p>8 certify that I am a court reporter doing business in the</p> <p>9 City of Chicago, County of Cook, State of Illinois; that</p> <p>10 I reported in machine shorthand the testimony given at the</p> <p>11 deposition of Tina Harbin on the 8th day of July, 2014,</p> <p>12 and that the foregoing is a true and correct transcript of</p> <p>13 my shorthand notes so taken as aforesaid to the best of my</p> <p>14 knowledge, skill and ability.</p> <p>15 )</p> <p>16 )</p> <p>17 )</p> <p>18 )</p> <p>19 SHERYL F. ROSE</p> <p>20 Certified Shorthand Reporter</p> <p>21 Notary Public, Cook County, IL</p> <p>22 License No. 084-001478</p> <p>23 My notary commission</p> <p>24 expires July 18, 2015.</p>

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**13 CV 06366**

**Exhibit E**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF CARPENTERS )  
PENSION FUND, et al, )  
Plaintiffs, )  
-vs- ) 13 CV 06366  
WILLIAM A. DAVIS, III, et al, )  
Defendants. )

The deposition of JAMES HARBIN called by the Plaintiffs for examination, pursuant to notice and pursuant to the Federal Rules of Civil Procedure for the District Courts of the United States, taken before Sheryl F. Rose, a Notary Public and Certified Shorthand Reporter within and for the County of Cook and the State of Illinois, at 3759 North Ravenswood Avenue, Suite 231, Chicago, Illinois, on the 8th day of July, 2014, commencing at the hour of 3:15 o'clock p.m.

Page 2		Page 4
1 A P P E A R A N C E S:		1 Q Did she say anything in the course of her
2      McJESSY, CHING & THOMPSON, LLC, by		2 testimony that you believe is wrong?
3      MR. KEVIN P. McJESSY		3 A No.
4      3759 North Ravenswood Avenue		4 Q Okay. You believe that her testimony is
5      Suite 231		5 essentially an accurate reflection of your memory of the
6      Chicago, Illinois 60613		6 series of events that she testified to?
7           Appeared on behalf of the Plaintiffs;		7 A Absolutely.
8      MR. JAMES E. TAYLOR		8 Q All right. I wish I could say that that ended
9      8055 South Stony Island Avenue		9 our deposition, but it doesn't.
10     Chicago, Illinois 60617		10 You know the rules of the deposition, but
11          Appeared on behalf of William A. Davis, III		11 because it's going to be a separate transcript and it's a
12     and Dwain A. Fuentes;		12 separate record I'm going to go ahead and make the same
13     ALSO PRESENT: Mr. John Libby		13 sort of rules of the road that I outlined previously.
14          Contributions Department		14 You're under oath. We're in an informal
15          Chicago Regional Council of		15 setting, but it still has the same force and effect as
16          Carpenters Welfare and Pension		16 if we're in a court of law.
17          Funds		17 Is that fair?
18          * * * * *		18 A Yes.
19     WITNESS:		19 Q All of your answers need to be verbal answers.
20     James Harbin	3 - 39	20 Yeses and nos are good. Uh-huhs, uh-uhs, nods or shakes
21     Examination by Mr. McJessy		21 of the head aren't so good.
22     EXHIBITS:		22 Fair?
23     Harbin Deposition Exhibit No. 15	26	23 A Yes.
24		24 Q I'll try not to talk over your answers if you try
Page 3		Page 5
1 (Witness sworn)		1 not to talk over my questions.
2 WHEREUPON:		2 Is that fair?
3      J A M E S   H A R B I N		3 A That's very fair.
4      the deponent herein, called as a witness, having been		4 Q If you don't understand something, ask me and
5      first duly sworn, was examined and testified as follows:		5 I'll explain it.
6      E X A M I N A T I O N		6 If I ask a question and you answer it,
7      by Mr. McJessy		7 I'm going to assume you understood it.
8      Q Mr. Harbin, can you state your name for the		8 Is that fair?
9      record?		9 A It's fair.
10     A James Harbin, III.		10 Q If you need to take a break, let me know.
11     Q And do you have a middle name?		11 A Okay.
12     A No.		12 Q I would prefer not to take a break while there's
13     Q Okay. And you realize you're under oath?		13 a question pending, but if you answer the question, then
14     A Yes.		14 we can take the break.
15     Q You just sat through your wife's deposition?		15 Your deposition will probably go a much
16     A Yes.		16 shorter period of time than your wife's did.
17     Q Sat here for the whole thing?		17 What was your role in Imperium?
18     A Yes.		18 A Procuring contracts. Managing projects. Finding
19     Q Quite entertaining?		19 workers. Being the liaison between our company and the
20     A Very entertaining.		20 general contractor.
21     Q All right.		21 Q Tell me about procuring contracts.
22     A Excruciatingly entertaining.		22 How would you go about doing that?
23     Q And, remember, you're under oath.		23 That's sales, right?
24     A Yes.		24 A Pretty much. It works a little bit different in

2 (Pages 2 to 5)

<p style="text-align: right;">Page 18</p> <p>1 Mr. Fuentes, you and Miss Harbin, correct?    2 A That's correct.    3 Q Did the partners of Imperium have titles?    4 A Managing partners.    5 Q Just managing partners?    6 A Period.    7 Q Nothing referred to as secretary, treasurer,    8 president, that kind of thing?    9 A No.    10 Q How was management of the company run?    11 A In terms of -- I'm not sure I understand the    12 question.    13 Q How did the four of you manage the company?    14 Was there one person who had more say than    15 the others or was it a collective decision-making process?    16 A Collective.    17 Q Everybody pretty much discussed what was to be    18 done and then you would agree on something and that's the    19 direction you would go?    20 A Absolutely.    21 Q Okay. Miss Harbin testified about sort of weekly    22 meetings that the company had in the beginning which sort    23 of faded off, but described sort of collective meetings of    24 the four partners to agree on things.</p>	<p style="text-align: right;">Page 20</p> <p>1 tremendously terrible decision, but that's about all I can    2 add to that.    3 Q There was no particular thing that you can recall    4 or no reason that it was done?    5 They didn't have less involvement in the    6 company or anything like that?    7 A No.    8 Q Did you have any role in the preparation of    9 documents to give to the accountant to prepare the taxes?    10 A Yes.    11 Q What was your role?    12 A In terms of -- in terms of the promissory note,    13 I did sign that promissory note. Yes.    14 Q Well, that cuts way ahead of things, but sure.    15 A Other than that note --    16 Q There's a stack of documents in front of you to    17 your right.    18 The promissory note is Exhibit 13. I don't    19 know if they're in order.    20 Where did you sign?    21 A Where it says executed in the presence of    22 witness.    23 Q That's your signature there?    24 A Yes.</p>
<p style="text-align: right;">Page 19</p> <p>1 Is that your recollection?    2 A Yes.    3 Q That's accurate and consistent with what you    4 recall?    5 A Yes.    6 Q The corporate books and records were maintained    7 at your home?    8 A Yes.    9 Q Okay. And account records, things like that?    10 A Yes.    11 Q When you originally applied for the line of    12 credit with Harris Bank do you recall having to have any    13 financial information of the company or for the company?    14 A I don't recall.    15 Q But you applied for the line of credit right    16 around the same time that you created the company, is that    17 right?    18 A Yes.    19 Q Is there a reason that you and Mrs. Harbin had to    20 pledge your home as security for the line of credit, but    21 the other owners of the company did not?    22 A I'm sure there was a -- what seemed like a good    23 reason at the time.    24 In hindsight it seems like just a</p>	<p style="text-align: right;">Page 21</p> <p>1 Q And the signature of Jerry L. Lewis, do you know    2 whose signature that is?    3 A I do not.    4 Q Okay. I mean, do you know who signed the name    5 Jerry L. Lewis?    6 A I do not.    7 Q And the promissory note, you heard your wife's    8 testimony, she said that was sort of a collective decision    9 by the members to come up with a way to address the    10 findings in the audit report.    11 Do you recall that?    12 A Yes.    13 Q Okay. Would you agree with that?    14 A Yes.    15 Q Okay. Can you describe for me that process?    16 A This is something we need to do to get rid of    17 that nauseous feeling. We needed to do something.    18 Q Okay. Your wife testified that when she received    19 the communication from the Trust Funds with the audit    20 report attached, and I'll just show you mine, I don't have    21 any secret notes on there, Exhibit 11, this letter to save    22 you the time of digging it out, do you recall seeing that    23 letter and the fringe benefit report that came with it?    24 A Yes.</p>

<p style="text-align: center;">Page 22</p> <p>1 Q Was that circulated to all of the members?    2 A Yes.    3 Q All of the members were aware that the Trust    4 Funds were demanding payment of unpaid fringe benefit    5 contributions?    6 A Yes.    7 Q And, so, the decision to use the promissory note    8 to respond to that audit was a collective decision by all    9 of the members?    10 A Yes.    11 Q Exhibit 11 references a number of cash -- checks    12 paid to cash and bank withdrawals that are shown on the    13 bank statements as debit memos.    14 Do you see those there that are listed on    15 Exhibit 11?    16 A I do.    17 Q And I walked through those with your wife while    18 you were here and they're in the bank statements.    19 Do you dispute that those checks were paid    20 to cash and that those debit memos exist?    21 A I wouldn't have any knowledge of that at all. I    22 wasn't responsible for that.    23 Q Okay. So you're not familiar with those checks    24 or those debit memos?</p>	<p style="text-align: center;">Page 24</p> <p>1 Q Where would you get the cash?    2 A From the office.    3 Q Okay. You kept cash in the office?    4 A No. I just would pick it up from the office.    5 Q You would pick it up from the office?    6 A Yes.    7 Q Would Mr. Davis ever bring the cash -- would he    8 get cash?    9 A Yes.    10 Q Would he go to the bank and get cash?    11 A Yes.    12 Q And would he bring it to the jobsite to pay the    13 workers?    14 A Yes.    15 Q And you guys worked, as you described it, in    16 tandem.    17 So you were sometimes physically on the    18 jobsite together so you could see this, is that correct?    19 A Yes.    20 Q And was that done in part because the company was    21 stretched financially in trying to figure out a way to pay    22 workers and avoid fringe benefit contributions?    23 A I wouldn't categorize it that way.    24 We did it because we normally were stretched</p>
<p style="text-align: center;">Page 23</p> <p>1 A No.    2 Q And you're not familiar with the bank statements?    3 A Not at all.    4 Q Did you ever -- in part, whatever your role was    5 with the company as you described it to me, would you have    6 ever had occasion to review the bank statements?    7 A Never.    8 Q That just wasn't what you did?    9 A No.    10 Q Would you have gone to the bank and withdrawn    11 cash from the bank accounts?    12 A No.    13 Q Could you have gone to the bank and withdrawn    14 cash from the bank accounts?    15 A No.    16 Q You were not an authorized signer on the    17 accounts?    18 A That's true.    19 Q Did you ever sign checks?    20 A No.    21 Q Okay. Assuming that those -- well, strike that.    22 Would you deliver cash payments to workers    23 for hours worked?    24 A Yes.</p>	<p style="text-align: center;">Page 25</p> <p>1 for cash because clients didn't pay us on time.    2 Q Not an unusual fact in the construction industry,    3 I think, but -- so you didn't have the cash to pay the    4 fringe benefit contributions?    5 A That's correct.    6 Q And you wanted to make sure the workers got their    7 pay for the hours they worked?    8 A That's correct.    9 Q So you would pay the workers in cash and then    10 just not report the fringes because you didn't have the    11 money to do it?    12 A Well, again, I wasn't responsible for reporting,    13 but as a company we understood we needed to pay the guys.    14 Q The hours they were working?    15 A Exactly.    16 Q Did you know that the upshot of that was that    17 their hours would not get reported for the fringe benefit    18 contributions?    19 A Yes.    20 Q Okay. Was that understood by all of the members?    21 A Yes.    22 Q Sir, I'm going to hand you a list.    23 I'm not going to mark it as an exhibit, but    24 I'll show a copy to Mr. Taylor.</p>

<p style="text-align: center;">Page 34</p> <p>1 Q So it needed the loan from Brown &amp; Momen to sort 2 of make that transition into its new phase of operation?</p> <p>3 A That's correct.</p> <p>4 Q Other than the four partners and the workers who 5 were actually working on the jobsite did Imperium have any 6 other employees?</p> <p>7 A No.</p> <p>8 Q It didn't have any office staff or anything like 9 that?</p> <p>10 A No.</p> <p>11 Q Were all of the partners aware that the workers 12 were receiving cash payments?</p> <p>13 MR. TAYLOR: Object. Calls for speculation. 14 You can answer.</p> <p>15 BY THE WITNESS:</p> <p>16 A Can you repeat the question?</p> <p>17 BY MR. McJESSY:</p> <p>18 Q Yes.</p> <p>19 To the best of your knowledge were all of 20 the members of Imperium aware that the workers were 21 receiving cash payments?</p> <p>22 MR. TAYLOR: Same objection.</p> <p>23 BY THE WITNESS:</p> <p>24 A Yes.</p>	<p style="text-align: center;">Page 36</p> <p>1 the record.</p> <p>2 BY MR. McJESSY:</p> <p>3 Q Was Mr. Davis aware that the workers were 4 receiving cash payments?</p> <p>5 MR. TAYLOR: Object. Calls for speculation.</p> <p>6 BY THE WITNESS:</p> <p>7 A Yes.</p> <p>8 BY MR. McJESSY:</p> <p>9 Q Okay. Why do you think he was aware?</p> <p>10 A I watched him do it.</p> <p>11 Q Was Mr. Fuentes aware that the workers were 12 receiving cash payments?</p> <p>13 MR. TAYLOR: Objection. Calls for speculation.</p> <p>14 BY THE WITNESS:</p> <p>15 A Yes.</p> <p>16 BY MR. McJESSY:</p> <p>17 Q And why do you believe he was aware?</p> <p>18 A Because it was discussed.</p> <p>19 Q Okay. It was discussed among the partners?</p> <p>20 A Yes.</p> <p>21 Q And it was discussed among the partners at 22 meetings where you were present and he was present?</p> <p>23 A Yes.</p> <p>24 Q Do you recall how the audit report and</p>
<p style="text-align: center;">Page 35</p> <p>1 BY MR. McJESSY:</p> <p>2 Q Okay.</p> <p>3 A When you say workers, you mean partners or the 4 actual employees?</p> <p>5 Q I mean the actual employees.</p> <p>6 A Oh, no. No.</p> <p>7 Q I mean, were all of the -- were all of the 8 members -- were all of the partners of Imperium aware that 9 the carpenters, for example, and painters or whoever else, 10 you said you had laborers, were receiving cash payments?</p> <p>11 A Yes.</p> <p>12 Q For example, Miss Harbin was aware that the 13 workers were receiving cash payments?</p> <p>14 A Yes.</p> <p>15 Q You were aware the workers were receiving --</p> <p>16 A Yes.</p> <p>17 Q Mr. Davis was aware that the workers were 18 receiving --</p> <p>19 MR. TAYLOR: Objection. Calls for speculation. 20 I've got to squeeze it in before his answer.</p> <p>21 MR. McJESSY: I'm going to ask, you're going to 22 wait, he's going to object and then you can answer.</p> <p>23 MR. TAYLOR: And my objection is not suggesting 24 that you should not answer the question. It's just for</p>	<p style="text-align: center;">Page 37</p> <p>1 communications from the Trust Funds were distributed to 2 the members or how it was shown to the members?</p> <p>3 A No. I just remember the document being available 4 and us discussing it.</p> <p>5 Q At one of the meetings that you had?</p> <p>6 A Yes.</p> <p>7 Q And the expectation among the members was that 8 the promissory note would satisfy the Trust Funds and 9 cause them to adjust the audit?</p> <p>10 MR. TAYLOR: Let me jump in on that one. 11 Objection. Calls for speculation.</p> <p>12 BY THE WITNESS:</p> <p>13 A The assumption was that it would attempt to do 14 that.</p> <p>15 BY MR. McJESSY:</p> <p>16 Q And was that discussed among the members?</p> <p>17 A Yes.</p> <p>18 Q With you personally present?</p> <p>19 A Yes.</p> <p>20 Q Miss Harbin testified that there was a period 21 where the members received a salary or a payment for a 22 period of time from, I think, June to November of 2010. 23 Do you recall that testimony?</p> <p>24 A Yes.</p>

<p style="text-align: center;">Page 38</p> <p>1 Q Does that sound right to you? Do you recall 2 that?</p> <p>3 A Yes.</p> <p>4 Q Okay. And do you recall that those payments were 5 made by check?</p> <p>6 A Yes.</p> <p>7 Q And did the amounts that she recited, that she 8 received about a thousand dollars a week, that you and 9 Bill Davis received about \$700 a week and that Tony 10 Fuentes received about \$600 a week, does that sound 11 right to you?</p> <p>12 A Yes.</p> <p>13 Q And what was the nature of that agreement to do 14 that?</p> <p>15 A In terms of what?</p> <p>16 Q Was it just we decided we're all entitled to a 17 salary so here's the amounts or how did it come to be that 18 that was the agreement?</p> <p>19 A Yes. Starting the project the assumption was we 20 were going to get paid for managing the project.</p> <p>21 Q This is July of 2010.</p> <p>22 So this is you're starting on a new venture, 23 is that right?</p> <p>24 A Exactly.</p>	<p style="text-align: center;">Page 40</p> <p>1 MR. McJESSY: All right. You heard me explain to 2 your wife about the right to reserve signature. 3 I'll make it quick. 4 You have a right to reserve signature so 5 that you can review the transcript before the court 6 reporter prepares the transcript. 7 You can't change your testimony, but you can 8 note corrections or errors that you believe that the court 9 reporter made in the transcription of taking down your 10 testimony and converting it to a deposition transcript. 11 Do you wish to waive that right or reserve 12 that right?</p> <p>13 THE WITNESS: Reserve the right to review. 14 MR. McJESSY: Very good. So you'll reserve 15 signature. 16 And we are done. 17 18 19 20 (Witness excused) 21 AND FURTHER THE DEPONENT SAITH NOT 22 --- 23 24</p>
<p style="text-align: center;">Page 39</p> <p>1 Q And this is a new project with -- I understand. 2 You've got a new business with a new 3 company?</p> <p>4 A Yes.</p> <p>5 Q And this was the South Shore project?</p> <p>6 A That's correct.</p> <p>7 Q The payments she mentioned stopped their 8 regularity within a few months, by like November. 9 Is there a reason for that?</p> <p>10 A Cash flow or lack thereof.</p> <p>11 MR. McJESSY: I want to take five minutes to talk 12 to Mr. Libby.</p> <p>13 (Whereupon a short recess was had)</p> <p>14 BY MR. McJESSY:</p> <p>15 Q Mr. Harbin, did you ever go with Mr. Davis to the 16 bank to withdraw cash?</p> <p>17 A On occasion.</p> <p>18 Q Okay. How many occasions?</p> <p>19 A A few times.</p> <p>20 Q All right. Do you know what the amounts were?</p> <p>21 A No.</p> <p>22 MR. McJESSY: All right. I don't have any other 23 questions.</p> <p>24 MR. TAYLOR: I do not have any questions.</p>	<p style="text-align: center;">Page 41</p> <p>1 IN THE UNITED STATES DISTRICT COURT 2 FOR THE NORTHERN DISTRICT OF ILLINOIS 3 EASTERN DIVISION 4 CHICAGO REGIONAL COUNCIL OF CARPENTERS ) 5 PENSION FUND, et al, ) 6 Plaintiffs, ) 7 -vs- ) 13 CV 06366 8 WILLIAM A. DAVIS, III, et al, ) 9 Defendants. ) 10 _____ 11 12 I, James Harbin, being first duly sworn, 13 on oath, say that I am the deponent in the aforesaid 14 deposition; that I have read the foregoing transcript 15 of my deposition, consisting of pages 1 through 40 inclusive, taken at the aforesaid time and place and that the foregoing is a true and correct transcript of my testimony so given. 16 17 18 19 _____ 20 James Harbin, Deponent 21 SUBSCRIBED AND SWORN TO 22 before me this _____ day 23 of _____, 2014. 24 _____ 25 Notary Public</p>

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1 STATE OF ILLINOIS )  
2 ) SS.  
3 COUNTY OF C O O K )  
4  
5  
6

7 I, SHERYL F. ROSE, CSR, a Notary Public, do hereby  
8 certify that I am a court reporter doing business in the  
9 City of Chicago, County of Cook, State of Illinois; that  
10 I reported in machine shorthand the testimony given at the  
11 deposition of James Harbin on the 8th day of July, 2014,  
12 and that the foregoing is a true and correct transcript of  
13 my shorthand notes so taken as aforesaid to the best of my  
14 knowledge, skill and ability.  
15  
16

17 Sheryl F. Rose



18  
19 SHERYL F. ROSE,  
20 Certified Shorthand Reporter  
Notary Public, Cook County, IL  
21 License No. 084-001478  
22

23 My notary commission  
24 expires July 18, 2015.

12 (Page 42)

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**Exhibit F**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL )  
OF CARPENTERS PENSION )  
FUND, et al., )  
Plaintiffs, )  
vs. ) No. 13 CV 06366  
WILLIAM A. DAVIS, III, )  
et al., )  
Defendants. )

The deposition of WILLIAM A. DAVIS,  
III, called by the Plaintiffs for examination,  
taken pursuant to the Federal Rules of Civil  
Procedure of the United States District Courts  
pertaining to the taking of depositions, taken  
before DIANE M. NULICK, a Notary Public within  
and for the County of Cook, State of Illinois,  
and a Certified Shorthand Reporter of said  
State, at Suite 231, 3759 North Ravenswood,  
Chicago, Illinois, on the 9th day of July, A.D.  
2014, at 12:33 p.m.

	Page 2	Page 4
1	<p>PRESENT: 2      McJESSY, CHING &amp; THOMPSON, LLC, 3      (3759 North Ravenswood, Suite 231, 4      Chicago, Illinois 60613, 5      (773) 880-1260), by: 6      MR. KEVIN McJESSY, 7      mcjessy@MCandT.com, 8      appeared on behalf of the plaintiffs;</p> <p>LAW OFFICE OF JAMES E. TAYLOR, PC, 9      (8055 South Stony Island Avenue, 10     Chicago, Illinois 60617, 11     (773) 731-1970), by: 12     MR. JAMES E. TAYLOR, 13     jtaylor@jetlaw.net, 14     appeared on behalf of the defendants.</p> <p>Also Present:</p> <p>15     Mr. John Libby, Chicago Regional Council of 16     Carpenters Pension Fund.</p>	<p>1      (The witness was duly sworn.) 2 3      MR. McJESSY: You can go ahead and 4      swear in the witness. 5 6      (The witness was duly sworn.) 7 8      MR. McJESSY: All right. 9      Sir, can you state your name 10     for the record, please? 11     THE WITNESS: William A. Davis, III. 12     MR. McJESSY: All right. 13     And can you spell -- what's 14     the middle initial stand for? 15     THE WITNESS: Adam, A-d-a-m. 16     MR. McJESSY: All right. 17     And -- all right. And 18     without telling me anything you and your 19     attorney have talked about, you've had a -- 20     you're represented by counsel here today? 21     THE WITNESS: Yes. 22     MR. McJESSY: All right. 23     And I imagine that he's had a 24     chance to describe for you what's going to</p>
1	Page 3	Page 5
2	<p>I N D E X</p> <p>3      WITNESS: WILLIAM A. DAVIS, III</p> <p>4      EXAMINATION BY:                            PAGE</p> <p>5      Mr. McJessy                                8 6      Mr. Taylor                                166</p> <p>7 8      DAVIS DEPOSITION EXHIBITS:</p> <p>9      No. 16                                        13 10     No. 17                                        17 11     No. 18                                        34 12     No. 19                                        40 13     Nos. 20 and 21                            47 14     No. 22                                        140</p>	<p>1      happen today, but I'm going to go ahead and set 2      forth a few ground rules that he's probably 3      already told you just so they're on the record. 4      You understand that you're 5      under oath here today? 6      THE WITNESS: Yes. 7      MR. McJESSY: Okay. 8      And you understand that even 9      though we're in a somewhat informal setting 10     here in our conference room that that oath has 11     the same force and effect as if you were in a 12     court of law; is that correct? 13     THE WITNESS: Yes. 14     MR. McJESSY: Okay. 15     Also, I'm going to ask you 16     questions, and hopefully you will give me the 17     best most truthful answer that you can. If I 18     ask a question and you don't understand it, ask 19     me to rephrase the question, and I will do my 20     best to do so. 21     Is that fair? 22     THE WITNESS: Sure. 23     MR. McJESSY: Okay. 24     If you -- if I ask a question</p>

2 (Pages 2 to 5)

Page 6	Page 8
<p>1 and you answer the question, I'm going to  2 assume that you understood my question; is that  3 fair?</p> <p>4 THE WITNESS: Yes.</p> <p>5 MR. McJESSY: Okay.</p> <p>6 Also, all of your answers  7 need to be verbal responses, yeses and nos are  8 good. Ah-huhs, uh-huhs, nods or shakes of the  9 head aren't so good because the court reporter  10 can't take down those kind of gestures; is that  11 fair?</p> <p>12 THE WITNESS: Yes.</p> <p>13 MR. McJESSY: Hand gestures won't  14 work either, but that was a pleasant hand  15 gesture for the record.</p> <p>16 THE WITNESS: Yeah, yeah.</p> <p>17 MR. McJESSY: It was the peace sign.</p> <p>18 THE WITNESS: Peace sign. That's  19 right.</p> <p>20 MR. McJESSY: And, now, you've  21 thrown me off, a very effective action on your  22 part. You've got me all verklempt at the  23 moment.</p> <p>24 The other thing is, when I'm</p>	<p>1 WILLIAM A. DAVIS, III,  2 called as a witness herein, having been first  3 duly sworn, was examined and testified as  4 follows:</p> <p>5</p> <p>6</p> <p>7 EXAMINATION</p> <p>8 BY MR. McJESSY:</p> <p>9</p> <p>10 Q. Let's see.</p> <p>11 Sir, what's your address?</p> <p>12 A. 4415 South Ohkenwald, Ohkenwald.</p> <p>13 Q. Okay.</p> <p>14 And is that Chicago?</p> <p>15 A. Yes, 60653.</p> <p>16 Q. Do you have any present intention to  17 move?</p> <p>18 A. No.</p> <p>19 Q. Okay.</p> <p>20 And although you're  21 represented by counsel presently --</p> <p>22 A. Sorry.</p> <p>23 Q. That's all right.</p> <p>24</p>
<p>1 asking a question, I will need you to wait  2 until I'm done asking the question before you  3 start answering, even if you know what I'm  4 going to ask, and that's so that the court  5 reporter can take down an accurate reflection  6 of what each of us is saying. If we're both  7 talking at the same time, she's unable to do  8 that.</p> <p>9 Is that fair?</p> <p>10 THE WITNESS: Yes.</p> <p>11 MR. McJESSY: And last but not  12 least, are you under any medication or under  13 the influence of any substances that would  14 impair your ability to give truthful answers  15 today?</p> <p>16 THE WITNESS: No.</p> <p>17 MR. McJESSY: Okay.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1 (After a brief interruption,  2 the deposition was resumed  3 as follows:)</p> <p>4</p> <p>5 BY MR. McJESSY:</p> <p>6 Q. Okay.</p> <p>7 You are presently represented  8 by counsel in this case. And I would not  9 contact you directly under any circumstances  10 because you are represented by counsel, but can  11 you give me a phone number where you can be  12 reached?</p> <p>13 A. Ironically enough, 773 --</p> <p>14 Q. All right.</p> <p>15 A. -- 491-9100.</p> <p>16 Q. And is that a cellphone or a landline?</p> <p>17 A. Cell.</p> <p>18 Q. Okay.</p> <p>19 And who's the carrier for  20 that?</p> <p>21 A. Verizon.</p> <p>22 Q. All right.</p> <p>23 You were affiliated with  24 Imperium, LLC, correct?</p>

3 (Pages 6 to 9)

Page 10	Page 12
<p>1           A. Yes.</p> <p>2           Q. Okay.</p> <p>3                   And briefly, you -- strike</p> <p>4                   that.</p> <p>5                   You were part of the start-up</p> <p>6                   of that company; is that correct?</p> <p>7           A. Yes.</p> <p>8           Q. Why was the company formed? How did</p> <p>9                   it come to be formed?</p> <p>10          A. It was an idea from Jim and Tina.</p> <p>11          Q. Okay.</p> <p>12                   It was their idea originally?</p> <p>13          A. Yes. They had a company prior, and so</p> <p>14                   they had some experience in the field.</p> <p>15          Q. All right.</p> <p>16                   What was the company they had</p> <p>17                   prior?</p> <p>18          MR. TAYLOR: It will come to me.</p> <p>19          THE WITNESS: Yeah, I'm trying to</p> <p>20                   remember, too. I don't know.</p> <p>21          BY MR. McJESSY:</p> <p>22          Q. All right.</p> <p>23                   If it comes to you, let me</p> <p>24                   know.</p>	<p>1           A. And it was formed to do</p> <p>2                   subcontracting, carpentry work.</p> <p>3           Q. All right.</p> <p>4                   And you said --</p> <p>5                   MR. TAYLOR: Excuse me. I think it</p> <p>6                   was called Lucent -- wasn't it called Lucent</p> <p>7                   Decorating?</p> <p>8                   THE WITNESS: Yes, Lucent</p> <p>9                   Decorating. Yes. Very good. Thanks.</p> <p>10          BY MR. McJESSY:</p> <p>11          Q. Now, you said the company name was</p> <p>12                   Lucent Decorating, and then you said it was</p> <p>13                   formed to do. I just want to be clear. Was it</p> <p>14                   Lucent Decorating that was formed to do the</p> <p>15                   carpentry, or was it Imperium, LLC, that was</p> <p>16                   formed to do the carpentry?</p> <p>17          A. Both individually.</p> <p>18          Q. Both companies were?</p> <p>19          A. Yes.</p> <p>20          Q. Okay.</p> <p>21                   And was Imperium also going</p> <p>22                   to acquire properties?</p> <p>23          A. We talked about it.</p> <p>24          Q. Okay.</p>
<p style="text-align: center;">Page 11</p> <p>1           MR. TAYLOR: It's going to pop into</p> <p>2                   my head, one of our heads. It's blocked out.</p> <p>3          BY MR. McJESSY:</p> <p>4          Q. All right.</p> <p>5                   Did you -- how did you know</p> <p>6                   them?</p> <p>7          A. I actually went to college with Jim.</p> <p>8          Q. Oh, okay.</p> <p>9                   So you've known him for, at</p> <p>10                   least, some time?</p> <p>11          A. Since 1984.</p> <p>12          Q. All right. Quite some time.</p> <p>13                   And do you remember what the</p> <p>14                   prior business was?</p> <p>15          A. Jim's prior business?</p> <p>16          Q. Yes.</p> <p>17          A. The same. Carpentry. Construction.</p> <p>18          Q. All right.</p> <p>19                   And what was Imperium</p> <p>20                   originally intended to do? What were you --</p> <p>21                   what was the company formed to do?</p> <p>22          A. Lucent was the name of the company,</p> <p>23                   L-u-c-e-n-t.</p> <p>24          Q. All right.</p>	<p style="text-align: center;">Page 13</p> <p>1                   Can you give me -- off the</p> <p>2                   record.</p> <p>3</p> <p>4                   (There was a discussion off</p> <p>5                   the record.)</p> <p>6</p> <p>7          MR. McJESSY: All right.</p> <p>8                   We can go back on the record.</p> <p>9</p> <p>10                   (WHEREUPON, the document was</p> <p>11                   marked Williams Deposition</p> <p>12                   Exhibit 16 for identification,</p> <p>13                   as of 7/9/14.)</p> <p>14</p> <p>15          BY MR. McJESSY:</p> <p>16          Q. Sir, I've handed you what's been</p> <p>17                   marked as Exhibit 16. And it says, operating</p> <p>18                   agreement for Imperium, LLC, up at the top.</p> <p>19                   Do you see that?</p> <p>20          A. Yes.</p> <p>21          Q. And it looks like in very faint</p> <p>22                   writing, it says -- I'm going to take a venture</p> <p>23                   and say March, 2008.</p> <p>24                   Does that look right to you?</p>

Page 18	Page 20
<p>1 only reason I want to show you that, point out  2 those differences, is to ask whether you have  3 any recollection as to why there would be sort  4 of two slightly different pages for each of  5 these agreements.</p> <p>6 A. No, I do not.</p> <p>7 Q. Okay.</p> <p>8         This doesn't refresh your  9 memory as to whether the agreement was, maybe,  10 altered or changed in any way?</p> <p>11 A. I don't recall ever making any changes  12 to the operating agreement.</p> <p>13 Q. All right.</p> <p>14         Was this agreement, to your  15 knowledge, produced by you in response to the  16 discovery requests? Did you gather this  17 document, or did this come from your counsel,  18 as far as you know?</p> <p>19 A. I may have produced this. I know I  20 had a copy of it. I don't recall specifically,  21 but I know I had a copy of the operating  22 agreement.</p> <p>23 Q. All right.</p> <p>24         Well, that's -- that's fine,</p>	<p>1 version of this agreement has the signature  2 page for Tina Harbin?</p> <p>3 A. I hope it does, but I don't know.</p> <p>4 Q. All right.</p> <p>5         And if you look at -- well,  6 strike that.</p> <p>7         When you -- when Imperium was  8 first formed, what was the arrangement between  9 the parties as far as ownership interest goes?</p> <p>10 A. Tina had majority interest because it  11 was a minority company and a female company,  12 and the remainders of us had equal shares.</p> <p>13 Q. Okay.</p> <p>14         And if you turn to page two  15 of Exhibit 16, it lists -- it looks like the  16 original members and their percentage interest.</p> <p>17         Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay.</p> <p>20         Is that consistent with what  21 your recollection was when the company was  22 formed?</p> <p>23 A. Yes.</p> <p>24 Q. All right.</p>
Page 19	Page 21
<p>1 then.</p> <p>2 MR. TAYLOR: I know the answer. Do  3 you want me to answer?</p> <p>4 MR. McJESSY: Yeah, sure.</p> <p>5 MR. TAYLOR: I actually got the  6 operating agreements from Mr. Fuentes.</p> <p>7 MR. McJESSY: All right.</p> <p>8 MR. TAYLOR: That's not to say that  9 I may -- you know, may have them in my file. I  10 drafted, at least, the original of that. So --</p> <p>11 MR. McJESSY: All right.</p> <p>12 MR. TAYLOR: -- I probably have  13 something in my files, also.</p> <p>14 BY MR. McJESSY:</p> <p>15 Q. All right.</p> <p>16         And I notice, if you look at  17 the signature page, there isn't a signature for  18 Tina Harbin on this.</p> <p>19         Do you know why that would  20 be?</p> <p>21 A. I would imagine it would have been on  22 a different page, but, no, I don't.</p> <p>23 Q. Okay.</p> <p>24         Do you know whether your</p>	<p>1         And there's a Mr. Brown  2 listed there. Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. And did he, at one point, leave the  5 company?</p> <p>6 A. Yes.</p> <p>7 Q. And do you remember when that was?</p> <p>8 A. I don't remember the exact date, no.</p> <p>9 Q. All right.</p> <p>10         Was it -- do you know whether  11 it was before 2010?</p> <p>12 A. 2010? We're in '14 now. I don't  13 recall.</p> <p>14         (There was a discussion off  15 the record.)</p> <p>16         THE WITNESS: Yes. Yes. Yes. So  17 it was prior to 2010.</p> <p>18 BY MR. McJESSY:</p> <p>19 Q. Okay.</p> <p>20         And why is it that you think  21 that?</p> <p>22 A. Jim reminded me that one of the jobs</p>

<p style="text-align: right;">Page 22</p> <p>1       we performed -- I know that he was not with the 2       company when we did it. 3       Q. Okay. 4       A. Which was the South Shore High School. 5       Q. All right. 6       And after he left, what was 7       the ownership interest of each of the parties? 8       A. We, actually, did not sit down and 9       formulate a new number. 10      Q. All right. 11      A. A new percentage. 12      Q. Was it -- as far as the day-to-day 13       operation and management of the company, was 14       it -- was it -- and I'm looking for after Mr. 15       Brown left. 16      A. Okay. 17      Q. So whatever date that was when you 18       continued operating the company after that 19       date. 20      A. Ah-huh. 21      Q. Was the operation of the company sort 22       of a collective effort among the four remaining 23       partners? 24      A. Yes.</p>	<p style="text-align: right;">Page 24</p> <p>1       drywall, insulation, drop ceilings. 2       Q. All right. 3       A. Acoustical ceiling tiles. 4       Q. All right. 5       Generally, the same kind of 6       work on various different projects? 7       A. Yes. 8       Q. And when you say Tina was 9       administration, what does that mean? 10      A. She handled payroll. She handled 11       interaction with the union. She took care of 12       audits, basically everything associated with 13       the office. 14      Q. Okay. 15      And "you," meaning Imperium, 16       was signatory with more than one union, 17       correct? 18      A. Correct. 19      Q. Do you know what unions Imperium was 20       signatory to? 21      A. It was three, the carpenters union, 22       tapers union, and painting union -- painters 23       union. 24      Q. Okay.</p>
<p style="text-align: right;">Page 23</p> <p>1       Q. Okay. 2       And was the -- well, let me 3       take a step back. The four members, as of the 4       departure of Mr. Brown, when the four of you 5       were left, what was the role that each of you 6       had? Can you tell me, for each member, what it 7       was that each of you did? 8       A. Tina was administration. 9       Q. Okay. 10      A. Jim was administration/planning. I 11       was field project management. And Tony 12       actually was pretty light in skills across the 13       board. But we tried to assign him some field 14       duties, such as inventory control. 15      Q. Okay. 16      Now, as of 2010 and forward, 17       can you describe for me generally what Imperium 18       was doing? 19      A. We were doing subcontracting work for 20       large general contractors. 21      Q. Okay. 22      And what kind of 23       subcontracting work? What would you do? 24      A. For instance, metal stud framing,</p>	<p style="text-align: right;">Page 25</p> <p>1       And when did it become 2       signatory with each of those unions, as best 3       you can recall? 4       A. I have no idea. 5       Q. Okay. 6       Why did it -- it wasn't 7       signatory with those unions when it was formed, 8       correct? 9       A. Again, there was that transition from 10       Lucent to Imperium, so I don't know if they 11       kind of just rolled into it, if that was 12       possible, or if we had to redo it. That wasn't 13       my role, so I don't know the details. 14      Q. All right. 15      MR. TAYLOR: You don't have to guess 16       at it, so tell us what you know of your 17       personal knowledge. 18      THE WITNESS: I don't know. 19      BY MR. McJESSY: 20      Q. You just don't recall? 21      A. I never knew. That wasn't my role. 22      Q. Okay. 23      A. Thank you. 24      Q. All right.</p>

<p style="text-align: right;">Page 42</p> <p>1 have been homes or apartments -- you know, 2 small projects. This was a substantial 3 project.</p> <p>4 Q. Okay.</p> <p>5 Were you familiar with the 6 finances for Imperium, LLC?</p> <p>7 A. To a degree, yes.</p> <p>8 Q. And generally how well it was doing, 9 whether -- well, strike that.</p> <p>10 Were you familiar generally 11 with the cash flow of Imperium?</p> <p>12 A. To some extent, yes.</p> <p>13 Q. Okay.</p> <p>14 And what was your 15 familiarity?</p> <p>16 A. During our meetings, Tina would update 17 us on the status of how we were doing cash 18 wise.</p> <p>19 Q. Okay.</p> <p>20 And in 2010, do you remember 21 generally how well Imperium was doing?</p> <p>22 A. I don't recall, but it was okay.</p> <p>23 Q. It was okay.</p> <p>24 Was it generally able to pay</p>	<p style="text-align: right;">Page 44</p> <p>1 the partners to dissolve Imperium?</p> <p>2 A. No.</p> <p>3 Q. You don't recall being a party to a 4 decision like that?</p> <p>5 A. I was not a party to a decision like 6 that.</p> <p>7 Q. Okay.</p> <p>8 Are you aware that it was 9 dissolved?</p> <p>10 A. Yes.</p> <p>11 Q. Okay.</p> <p>12 Do you know who made the 13 decision to do that?</p> <p>14 A. I don't know. I'd assume it was Jim 15 or Tina.</p> <p>16 Q. Okay.</p> <p>17 Why would you assume that?</p> <p>18 A. Because Tony and I didn't have the 19 wherewithal to dissolve the company.</p> <p>20 Q. Okay.</p> <p>21 Why not?</p> <p>22 A. We didn't make that -- that choice. 23 We didn't take that action.</p> <p>24 Q. Okay.</p>
<p style="text-align: right;">Page 43</p> <p>1 its bills when they came due?</p> <p>2 A. It was tight. It was very tight.</p> <p>3 Q. Okay.</p> <p>4 And why was that, do you 5 know?</p> <p>6 A. I don't have the details, no.</p> <p>7 Q. Okay.</p> <p>8 But your recollection is that 9 the finances were tight at that time?</p> <p>10 A. Yes, always.</p> <p>11 Q. From 2005 onward?</p> <p>12 A. Yes. It's always been pretty tight to 13 pay the materials, pay the employees, and stay 14 afloat.</p> <p>15 Q. All right.</p> <p>16 There wasn't any period where 17 the company was rolling in cash, I take it?</p> <p>18 A. Not that I know of.</p> <p>19 Q. All right.</p> <p>20 Imperium was voluntarily 21 dissolved in June of 2013; is that correct?</p> <p>22 A. I don't recall.</p> <p>23 Q. Okay.</p> <p>24 Was there a decision made by</p>	<p style="text-align: right;">Page 45</p> <p>1 Could you have, do you know?</p> <p>2 A. I think we could have extracted 3 ourselves from the company. I don't think we 4 could have dissolved it based on the Articles 5 of Incorporation and the percentages. Tina had 6 a majority of the company, so my feeling was 7 that we could not have dissolved it ourselves.</p> <p>8 Q. Okay.</p> <p>9 At any point, did the 10 members -- aside from the period -- well, 11 strike that.</p> <p>12 Aside from the salaries that 13 we discussed that the members received from the 14 company, did the members take distributions out 15 of the company.</p> <p>16 A. There were distributions, I assume. I 17 would call it salaries.</p> <p>18 Q. Okay.</p> <p>19 During what period of time do 20 you recall the members received salaries, then, 21 from the company?</p> <p>22 A. Primarily during the construction of 23 South Shore. Cash flow was such that it did 24 allow some distributions, so 2010, I guess.</p>

12 (Pages 42 to 45)

Page 134		Page 136	
1	A. Ah-huh.	1	for W. E. O'Neil?
2	Q. It says Spaulding, and then it says	2	A. The University of Chicago bridge.
3	senior, junior, CC, Cam, C-a-m, and I can't --	3	That was W. E. O'Neil.
4	what's the other name there? Jenco? Jenero?	4	Q. That was W. E. O'Neil. I see.
5	A. Jenero.	5	And do you remember having
6	Q. J-e-n-e-r-o?	6	any job for W. E. O'Neil after February 15,
7	A. Correct.	7	2012?
8	Q. And it's underneath Spaulding.	8	A. No, I don't.
9	Do you know what that's a	9	Q. Sir, are you aware of the workers for
10	reference to?	10	Imperium being paid in cash?
11	A. No.	11	A. I heard about that, yes.
12	Q. And do you know who that's referring	12	Q. Okay.
13	to?	13	Did you ever pay any of the
14	A. No. I would have to guess.	14	workers in cash?
15	Q. Okay.	15	A. Yes.
16	Did you ever do any projects	16	Q. Okay.
17	for Bovis Lend Lease?	17	And when approximately did
18	A. No.	18	you do that?
19	Q. How about for the CTA?	19	A. I don't recall.
20	A. No.	20	Q. You don't recall.
21	Q. If you look at the second to the last	21	Where did the cash come from
22	page, it looks like there's a list of -- oh,	22	to pay the workers?
23	can you tell me what that's a list of?	23	A. Tina provided it.
24	A. Which side?	24	Q. Okay.
Page 135		Page 137	
1	Q. On the right-hand side.	1	It came from her?
2	A. Second to last?	2	A. Yes.
3	Q. Second to the last page.	3	Q. Did you ever withdraw any money from
4	A. Right side?	4	Imperium's bank accounts to pay the workers in
5	That appears to be some job	5	cash?
6	hunting leads that I was pursuing.	6	A. Yes.
7	Q. Okay.	7	Q. Okay.
8	By looking at that list, did	8	And on how many occasions did
9	you get any of those projects?	9	you do that?
10	A. This was for me, not for Imperium.	10	A. I think, twice.
11	Q. Oh, you personally?	11	Q. Do you remember what the amounts were
12	A. Yes.	12	that you withdrew?
13	Q. Okay.	13	A. No.
14	And if you turn to the next	14	Q. Do you remember approximately what the
15	page --	15	amounts were?
16	A. Ah-huh.	16	A. No, I don't.
17	Q. -- there's a reference to	17	Q. Do you remember, were the amounts over
18	W. E. O'Neil?	18	a thousand dollars?
19	A. Right.	19	A. Yes.
20	Q. The top column.	20	Q. Do you remember whether they were over
21	Is that a job that you had?	21	\$10,000?
22	A. Not that I recall, no. That was a	22	A. I don't believe so.
23	pre-bid meeting.	23	Q. Okay.
24	Q. Do you remember having any projects	24	Oh, let me hand you what was

<p style="text-align: right;">Page 142</p> <p>1 you're here giving testimony on today, were you 2 aware that the trust funds were demanding 3 payment of fringe benefit contributions? 4 A. I knew there were some financial 5 issues. I didn't understand the details of it. 6 Q. Were you aware that at one point the 7 trust funds -- well, strike that. 8 Were you aware that the 9 auditors on behalf of the Chicago Regional 10 Council of Carpenters Fringe Benefit Funds had 11 audited the fringe benefit contributions of 12 Imperium? 13 A. I knew we had audits periodically. I 14 didn't know specifically what they were 15 pertaining to. 16 Q. Okay. 17 Did you know that they were 18 pertaining to the carpenters fringe benefit 19 funds? 20 A. No. 21 Q. Okay. 22 Did you know that they had 23 any relation to the carpenters union? 24 A. Yes.</p>	<p style="text-align: right;">Page 144</p> <p>1 Q. So it could be 2013? 2 A. No. 3 Q. 2012? 4 A. Maybe. 5 Q. Is it fair to say it would be sometime 6 between two thousand -- during 2011 and 2012? 7 A. Yes. 8 Q. Okay. All right. 9 Going back to -- did you ever 10 see any of the bank account statements for 11 Imperium? 12 A. Yes. 13 Q. Okay. 14 MR. TAYLOR: Do you want these back? 15 MR. McJESSY: No. I want to go back 16 to this letter, Exhibit 11. 17 THE WITNESS: Ah-huh. 18 MR. McJESSY: Off the record. 19 (There was a discussion off 20 the record.) 21 MR. McJESSY: Let's go back on the 22 record. 23</p>
<p style="text-align: right;">Page 143</p> <p>1 Q. All right. 2 What did you know? 3 A. Just that there were some issues with 4 the carpenters union. 5 Q. Okay. 6 Did you know that the 7 carpenters were claiming that there were moneys 8 owed by Imperium? 9 A. No. 10 Q. Ms. Harbin never told you that? 11 A. Strike that. Yes, I knew that there 12 were some financial issues. Again, I didn't 13 know the detail of it. 14 Q. Okay. 15 And as best you can recall, 16 when did you become aware of that? 17 A. Near the end of our business. 18 Q. Okay. 19 And what would you 20 characterize -- what period of time would you 21 characterize as near the end of your business? 22 A. I don't recall the time frames. 23 Q. Do you recall the year? 24 A. No.</p>	<p style="text-align: right;">Page 145</p> <p>1 BY MR. McJESSY: 2 Q. Sir, there's an exhibit that's marked 3 as Exhibit 11. I'm actually going to talk to 4 your counsel for a moment. It lists a series 5 of checks, check numbers that the trust funds 6 and their auditors assert were checks written 7 to cash in one column. And then in the other 8 column, it lists bank cash withdrawals. It 9 lists the dates and the amounts of the 10 withdrawals in cash. I think that we have an 11 agreement, that we can stipulate that those -- 12 and I'm talking to your counsel now -- 13 stipulate that those checks were, in fact, 14 written to cash and that those cash 15 withdrawals, in fact, occurred; is that fair, 16 Counsel? 17 MR. TAYLOR: I think it's fair. 18 We'll stipulate that the bank records 19 accurately reflect the checks attached and cash 20 withdrawals. 21 MR. McJESSY: Okay. 22 And those are the bank 23 account statements that were introduced as 24 exhibits yesterday that we went through; is</p>

Page 146	Page 148
<p>1       that fair?</p> <p>2        MR. TAYLOR: That's fair.</p> <p>3        MR. McJESSY: And just so the</p> <p>4        record's clear, it's Exhibits 3 through 10.</p> <p>5        All right?</p> <p>6        BY MR. McJESSY:</p> <p>7        Q. That actually helps shorten things up</p> <p>8        a lot, that stipulation on the record. I'm</p> <p>9        just going to hand you, then -- well, let me</p> <p>10       ask you a couple of questions. You said you</p> <p>11       could recall on -- I'm going to ask you again</p> <p>12       because I just don't remember what you said. I</p> <p>13       think you said, on two or three occasions, you</p> <p>14       can recall withdrawing cash from the company's</p> <p>15       accounts to pay the workers; is that correct?</p> <p>16       A. Yes.</p> <p>17       Q. Okay.</p> <p>18       And two or three? Is that</p> <p>19       the number you used?</p> <p>20       A. Yes. Yes.</p> <p>21       Q. Okay.</p> <p>22       And you also said you've seen</p> <p>23       the company bank statements. I'm going to show</p> <p>24       you just one exhibit, Exhibit 4, and that's a</p>	<p>1       A. Yes.</p> <p>2       Q. Which the reason we stipulated that</p> <p>3       that's accurate is because that's what the bank</p> <p>4       accounts show. But I don't want to walk</p> <p>5       through each of the bank accounts with you</p> <p>6       because that would take a while, and I think</p> <p>7       that the records are fairly obvious.</p> <p>8       A. Ah-huh.</p> <p>9       Q. But looking at those dates and those</p> <p>10       amounts, do you recall having made any of those</p> <p>11       cash withdrawals?</p> <p>12       A. No, I can't.</p> <p>13       Q. Okay.</p> <p>14       Looking at those amounts and</p> <p>15       those dates, none of that information helps you</p> <p>16       recall the amounts that you might have taken</p> <p>17       out of the bank accounts?</p> <p>18       A. No.</p> <p>19       Q. All right.</p> <p>20       And the amounts that are</p> <p>21       listed there are everything from \$134.92 up</p> <p>22       to -- it looks like the largest amount is --</p> <p>23       A. \$6,700.</p> <p>24       Q. -- \$6,700?</p>
<p style="text-align: center;">Page 147</p> <p>1       company bank statement, and it shows on</p> <p>2       August -- there's a highlighted date on there.</p> <p>3       Can you tell me what it is?</p> <p>4       A. August 9.</p> <p>5       Q. On August 9, it shows a debit memo of</p> <p>6       \$3,280. Do you see that?</p> <p>7       A. \$3,258.</p> <p>8       Q. Thank you.</p> <p>9       Do you have any recollection</p> <p>10       or knowledge of whether that's reflecting a</p> <p>11       cash withdrawal?</p> <p>12       A. The debit memo? It appears to be as a</p> <p>13       cash withdrawal, yes.</p> <p>14       Q. Okay.</p> <p>15       That's what you would</p> <p>16       understand that entry to be?</p> <p>17       A. Yes.</p> <p>18       Q. Okay.</p> <p>19       Now, with the understanding</p> <p>20       that the -- I'm not going to ask you to look at</p> <p>21       this column, which is the checks to cash. But</p> <p>22       looking at the bank cash withdrawals -- and</p> <p>23       there's a list of dates and a list of amounts</p> <p>24       associated with those.</p>	<p style="text-align: center;">Page 149</p> <p>1       A. Ah-huh.</p> <p>2       Q. Your testimony was that it could have</p> <p>3       been over a thousand dollars you withdrew.</p> <p>4       Could it have been as much as \$6,700?</p> <p>5       A. I don't think so, no.</p> <p>6       Q. You think that's a little high?</p> <p>7       A. Yeah.</p> <p>8       Q. Okay.</p> <p>9       A. That would have raised a flag in my</p> <p>10       mind.</p> <p>11       Q. Okay.</p> <p>12       A. I probably would have remembered that.</p> <p>13       Q. Would \$5,000 -- could that have been a</p> <p>14       number?</p> <p>15       A. I don't recall.</p> <p>16       Q. You don't recall. All right.</p> <p>17       You don't recall one way or</p> <p>18       another --</p> <p>19       A. No, it was a cash withdrawal.</p> <p>20       Q. -- whether that amount could have been</p> <p>21       an amount you withdrew?</p> <p>22       A. No, I do not recall. I do not recall.</p> <p>23       Q. Okay.</p> <p>24       If you withdrew cash from the</p>

Page 150	Page 152
<p>1 account -- well, strike that.  2 Do you recall, when you  3 withdrew cash from the account, whether you  4 filled out a withdrawal slip?  5 A. How did I do that? I don't recall.  6 Q. Okay.  7 If I understand your  8 testimony earlier, you didn't have checks,  9 correct?  10 A. Correct.  11 Q. So you couldn't have written a check  12 to cash; is that true?  13 A. I had a checkbook for a week, and then  14 I gave it back.  15 Q. Okay.  16 Do you recall writing any  17 checks on that account?  18 A. I may have, and it may have been for  19 one of the withdrawals.  20 Q. Okay.  21 You just don't recall?  22 A. I don't recall specifically.  23 Q. Okay.  24 And do you know where you</p>	<p>1 Just too long ago?  2 A. Yes.  3 Q. Are there -- do you have any documents  4 or anything at all that would help refresh your  5 recollection?  6 A. If -- no.  7 Q. Okay.  8 Do you have any documents or  9 other materials that would help refresh your  10 recollection as to who was paid in cash?  11 A. No, I don't.  12 Q. Okay.  13 Do you recall who was paid in  14 cash?  15 A. No.  16 Q. Okay.  17 Would -- is there or are  18 there any documents or information or anything  19 at all that would help refresh your  20 recollection as to how many hours the workers  21 worked who were paid in cash?  22 A. No.  23 Q. Okay.  24 And you don't recall the</p>
<p>1 would have made the withdrawals, what branch?  2 A. There was a branch at 47th and --  3 and -- wait. There was one in Hyde Park at  4 Cornell. I think it was 47th and Cornell, 52nd  5 and Cornell.  6 Q. All right.  7 And you think that would have  8 been where you would have done that?  9 A. Yeah.  10 Q. On each occasion?  11 A. There were two branches in that area,  12 one there and the other on 47th and Drexel.  13 Q. All right.  14 So somewhere around there?  15 A. Ah-huh.  16 Q. Is that a yes?  17 A. Yes.  18 Q. Sorry. She can't take that down.  19 A. Sorry.  20 Q. All right.  21 Do you recall what project  22 you would have paid the workers cash on?  23 A. No.  24 Q. Okay.</p>	<p>1 hours that they worked?  2 A. I do not.  3 Q. Okay.  4 Was Mr. Harbin present when  5 you paid the workers in cash?  6 A. I don't recall.  7 Q. Okay.  8 And can you recall on how  9 many occasions that would have happened?  10 A. That I paid them in cash? Two to  11 three times.  12 Q. Okay.  13 The same as the number of  14 withdrawals?  15 A. Yes.  16 Q. Okay. All right.  17 The decision to pay workers  18 in cash, was that a collective decision among  19 all of the partners?  20 A. It was more of a Tina directive.  21 Typically, it was that we got a check late and  22 couldn't cut a check. So we had to deposit it,  23 get the cash, pay the employees. And that was  24 part of one of the notes that I made about</p>

39 (Pages 150 to 153)

Page 154	Page 155	Page 156
<p>1 getting a -- no, that was something else.  2 Q. There was no note about that?  3 A. Yeah. When I said "check status,"  4 that was something else.  5 Q. Okay.  6         There was no note about that,  7 then?  8 A. There was no note.  9 Q. Okay.  10         If I understand your  11 testimony correctly, you were aware that there  12 was an -- I think the word you used was "issue"  13 with the carpenters regarding fringe benefit  14 contributions; is that correct?  15 A. An issue with finances.  16 Q. Finances. Okay. Fair enough.  17         And what do you mean by that?  18 A. During our meetings, Tina had  19 mentioned that there was an issue with the  20 carpenters union. Again, I never really  21 understood the union side of the business, and  22 so that was my extent of it.  23 Q. Do you understand the difference  24 between the carpenters union and the carpenters</p>		<p>1 carpenters union?  2 A. No.  3 Q. What can you recall of your  4 discussions with Tina Harbin about that issue?  5 A. Just that there was a financial issue,  6 so it was part of the debt that the company  7 had.  8 Q. Anything else?  9 A. No.  10 Q. Okay.  11         You can't remember her saying  12 anything else to you about it or you saying  13 anything else to her about it?  14 A. No, nothing in particular.  15 Q. All right.  16         Did you discuss it with  17 anybody else?  18 A. Outside of the company or -- no.  19 Q. Did you discuss it with anybody else  20 within the company?  21 A. She mentioned it during our meeting,  22 so we were all aware that there was an issue.  23 But the extent of it and the depth of it, no,  24 no one knew.</p>
<p>1 fringe -- strike that.  2         Do you understand the  3 difference between the carpenters union and the  4 carpenters fringe benefit funds?  5 A. No.  6 Q. Okay.  7         Was it your understanding  8 that the carpenters union was demanding payment  9 of money?  10 A. Yes.  11 Q. Do you know how much money they were  12 demanding?  13 A. No.  14 Q. Could you even estimate?  15 A. No.  16 Q. It could be a dollar. It could be  17 \$10,000 or a hundred thousand dollars?  18 A. It could be either of those.  19 Q. All right.  20         Did you have any  21 understanding of how that issue was resolved?  22 A. No.  23 Q. Did you have any understanding of how  24 that issue was going to be addressed with the</p>		<p>1 Q. All right.  2         And when you say discussed it  3 during our meetings, is that the meeting of the  4 partners?  5 A. Yes.  6 Q. And that would have been you, Mr.  7 Fuentes, Mr. Harbin, and her?  8 A. That's right.  9 Q. Okay.  10         Anybody else?  11 A. No.  12 Q. Okay.  13         Do you remember on how many  14 occasions that was raised?  15 A. No, I don't.  16 Q. Was it more than one occasion?  17 A. Yes.  18 Q. Do you remember when was the last time  19 you received any money from Imperium?  20 A. No, I don't.  21 Q. I'm going to take a couple minute  22 break. We may be done.</p>

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1 STATE OF ILLINOIS )  
2 ) SS:  
3 COUNTY OF C O O K )

4  
5 I, DIANE M. NULICK, a Notary Public  
6 within and for the County of Cook, State of  
7 Illinois, and a Certified Shorthand Reporter of  
8 said state, do hereby certify:

9 That previous to the commencement of the  
10 examination of the witness, the witness was  
11 duly sworn to testify the whole truth  
12 concerning the matters herein;

13 That the foregoing deposition transcript  
14 was reported stenographically by me, was  
15 thereafter reduced to typewriting under my  
16 personal direction and constitutes a true  
17 record of the testimony given and the  
18 proceedings had;

19 That the said deposition was taken  
20 before me at the time and place specified;

21 That the said deposition was adjourned  
22 as stated herein;

23 That I am not a relative or employee or  
24 attorney or counsel, nor a relative or employee

Page 171

1 of such attorney or counsel for any of the  
2 parties hereto, nor interested directly or  
3 indirectly in the outcome of this action.

4 IN WITNESS WHEREOF, I do hereunto set  
5 my hand and affix my seal of office at Chicago,  
6 Illinois, this \_\_\_\_\_ day of  
7 \_\_\_\_\_, 2014.

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14 Notary Public, Cook County, Illinois  
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C.S.R. Certificate No. 084-002029.

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CERTIFIED REPORTING COMPANY  
11 E. Adams Street, Ste. 1606, Chg., IL 60603

312-922-1666

**13 CV 06366**

**Exhibit G**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF )  
CARPENTERS PENSION FUND *et al.*, )  
 )  
Plaintiffs, ) 13 CV 06366  
 )  
v. ) Judge Norgle  
 )  
WILLIAM A. DAVIS, III; *et al.*, )  
 )  
Defendants. )

**FINAL JUDGMENT**

Pursuant to Federal Rules of Civil Procedure 54,55 and 58, a final judgment is hereby entered in favor of the Chicago Regional Council of Carpenters Pension Fund *et al.* (“Trust Funds”) and against defendants William Davis, III, Tina Harbin, James Harbin and Dawin Fuentes, jointly and severally, in the amount of \$130,389.09 as follows:

- A. \$65,524.70 in unpaid contributions;
- B. \$1,494.00 for auditor’s fees incurred by the Trust Funds to complete the audit;
- C. \$9,707.49 in interest;
- D. \$15,104.93 in liquidated damages; and
- E. \$38,557.97 in reasonable attorneys’ fees and costs the Trust Funds incurred in this action.

The Trust Funds shall also recover reasonable attorney’ fees and costs incurred by the Trust Funds in enforcing this order and any such further relief as this Court deems appropriate.

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Date

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Judge Charles Norgle