



(Exhibit A). No installment payments have made through October 15, 2008. There remains a balance due the Pension Fund of \$13,667.85 (Exhibit B).

6. On July 28, 2008, WILLIAM E. CUNHA, Individually and as President of Endor Development, Inc. entered into a Welfare Fund installment note for \$20,639.67 (Exhibit C). Installment payments have made through October 15, 2008. There remains a balance due the Welfare Fund of \$19,906.35 (Exhibit D).

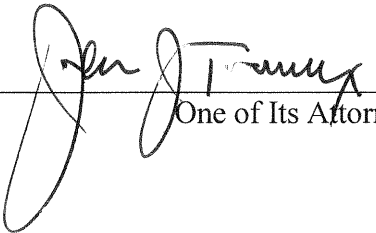
7. Defendants are now in default as to the Complaint and as supported by the attached Affidavits the sums due are:

\$19,906.35 Welfare  
\$13,667.85 Pension  
\$2,266.25 Attorneys fees  
\$588.00 Court costs  
\$36,428.45

WHEREFORE, Plaintiff prays for the entry of judgment against Defendants, ENDOR DEVELOPMENT, INC., an Illinois corporation and WILLIAM E. CUNHA, Individually, jointly and severally, and in favor of Plaintiffs, TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS in the amount of \$36,428.45.

TRUSTEES OF THE SUBURBAN TEAMSTERS  
OF NORTHERN ILLINOIS WELFARE AND  
PENSION FUNDS

By:

 10/28/08  
One of Its Attorneys

JOHN J. TOOMEY  
ARNOLD AND KADJAN  
19 W. Jackson Boulevard  
Chicago, Illinois 60604  
(312) 236-0415

# **EXHIBIT A**

**INSTALLMENT NOTE-PENSION**

**\$14,798.10 principal and interest**

**July 31, 2008**

For Value Received, the undersigned promises to pay to the order of **SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS PENSION FUND** the principal sum of **Fourteen Thousand Two Hundred Fifty Four Dollars and 35/100 (\$14,254.35)** Dollars. The remaining unpaid principal shall bear interest at the rate of 10% per annum over the life of the note.

Employer shall make a down payment of \$2,000.00 on August 1, 2008.

Employer shall pay on the **1st** day of **September, 2008**, the sum of **Nine Hundred Eleven Dollars and 19/100 (\$911.19)**; on the **1st** day of each month thereafter for thirteen consecutive months the sum of **Nine Hundred Eleven Dollars and 19/100 (\$911.19)** Dollars, and a final payment of **Nine Hundred Eleven Dollars and 19/100 (\$911.19)** Dollars on the **1st** day of **November, 2009**.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of **18** per cent per annum. Payments of both principal and interest shall be made at **ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958** or such other place as the legal holder hereof may from time to time in writing appoint.

**EMPLOYER SHALL REMAIN CURRENT IN ITS PRESENT FUND CONTRIBUTIONS COMING DUE DURING THE TERM OF THIS NOTE.** Failure to make timely monthly contribution payments and reports shall be considered a default and a basis for acceleration of the debt causing the remaining unpaid Note balance to become immediately due and payable in addition to such sums owed on the current delinquencies.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be paid thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

**ENDOR DEVELOPMENT, INC.**

For contributions due for the  
period June, 2007 through  
May, 2008

By:   
**William Cunha, President**

  
**William Cunha, Individually**

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145 and is given in settlement of the lawsuit filed in Case No. 08 C 3311 in the Federal District Court for the Northern District of Illinois.

# **EXHIBIT B**

Endor Development, Inc.

6010-385

Suburban Teamsters  
Pension  
JJT

\$15,667.85

\$15,667.85

<b>DUE DATE</b>	<b>AMT. DUE</b>	<b>DATE REC.</b>	<b>AMT REC'D</b>	<b>CHECK #</b>	<b>BALANCE</b>
8/1/2008	\$2,000	8/11/2008	\$2,000	3797	\$13,667.85
09/01/08	\$911.19		\$911.19		\$12,756.66
10/01/08	\$911.19		\$911.19		\$11,845.47
11/01/08	\$911.19		\$911.19		\$10,934.28
12/01/08	\$911.19		\$911.19		\$10,023.09
01/01/09	\$911.19		\$911.19		\$9,111.90
02/01/09	\$911.19		\$911.19		\$8,200.71
03/01/09	\$911.19		\$911.19		\$7,289.52
04/01/09	\$911.19		\$911.19		\$6,378.33
05/01/09	\$911.19		\$911.19		\$5,467.14

# **EXHIBIT C**

**INSTALLMENT NOTE-WELFARE**

**\$20,639.67 principal and interest**

**July 28, 2008**

For Value Received, the undersigned promises to pay to the order of **SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE FUND** the principal sum of **Nineteen Thousand Eight Hundred Eighty One Dollars and 27/100 (\$19,881.27)** Dollars. The remaining unpaid principal shall bear interest at the rate of 10% per annum over the life of the note.

Employer shall make a down payment of \$2,000.00 on August 1, 2008.

Employer shall pay on the **1st** day of **September, 2008**, the sum of **One Thousand Three Hundred Twenty Seven Dollars and 09/100 (\$1,327.09)**; on the **1st** day of each month thereafter for thirteen consecutive months the sum of **One Thousand Three Hundred Twenty Seven Dollars and 09/100 (\$1,327.09)** Dollars, and a final payment of **One Thousand Three Hundred Twenty Seven Dollars and 09/100 (\$1,327.09)** Dollars on the **1st** day of **November, 2009**.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of **18** per cent per annum. Payments of both principal and interest shall be made at **ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958** or such other place as the legal holder hereof may from time to time in writing appoint.

**EMPLOYER SHALL REMAIN CURRENT IN ITS PRESENT FUND CONTRIBUTIONS COMING DUE DURING THE TERM OF THIS NOTE.** Failure to make timely monthly contribution payments and reports shall be considered a default and a basis for acceleration of the debt causing the remaining unpaid Note balance to become immediately due and payable in addition to such sums owed on the current delinquencies.



The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be due thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

**ENDOR DEVELOPMENT, INC.**

**For contributions due for the period June, 2007 through May, 2008**

By:   
**William Cunha, President**  
  
**William Cunha, Individually**

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145 and is given in settlement of the lawsuit filed in Case No. 08 C 3311 in the Federal District Court for the Northern District of Illinois.



# **EXHIBIT D**

Endor Development, Inc.

6010-385

Suburban Teamsters  
Welfare  
JJT

\$21,906.35

\$21,906.35

<b>DUE DATE</b>	<b>AMT. DUE</b>	<b>DATE REC.</b>	<b>AMT REC'D</b>	<b>CHECK #</b>	<b>BALANCE</b>
<b>8/1/2008</b>	<b>\$2,000</b>	<b>8/11/2008</b>	<b>\$2,000</b>	<b>3798</b>	<b>\$19,906.35</b>
09/01/08	\$1,327.09		\$1,327.09		\$18,579.26
10/01/08	\$1,327.09		\$1,327.09		\$17,252.17
11/01/08	\$1,327.09		\$1,327.09		\$15,925.08
12/01/08	\$1,327.09		\$1,327.09		\$14,597.99
01/01/09	\$1,327.09		\$1,327.09		\$13,270.90
02/01/09	\$1,327.09		\$1,327.09		\$11,943.81
03/01/09	\$1,327.09		\$1,327.09		\$10,616.72
04/01/09	\$1,327.09		\$1,327.09		\$9,289.63
05/01/09	\$1,327.09		\$1,327.09		\$7,962.54