

JUDGE PALLMEYER
MAGISTRATE JUDGE MASON

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

**JOYCE BROS. STORAGE & VAN CO.,)
an Illinois Corporation,)
)
Plaintiff,)
)
v.)
)
MCNALLY INTERNATIONAL CORP., a)
New York Corporation,)
)
Defendant.)**

Case No.:

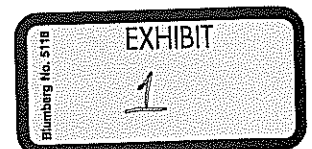
COMPLAINT

NOW COMES the Plaintiff, **JOYCE BROS. STORAGE & VAN CORP.**, an Illinois corporation, by and through its attorneys, Polsinelli Shalton Flanigan Suelthaus PC, and complaining of the Defendant, **MCNALLY INTERNATIONAL CORP.**, a New York corporation, states as follows:

PARTIES

1. Plaintiff, Joyce Bros. Storage & Van Co. ("Joyce Bros."), is an Illinois corporation duly organized under the laws of the State of Illinois, with its principal place of business located Melrose Park, Illinois.

2. Defendant, McNally International Corp. ("McNally"), is a New York corporation.



JURISDICTION

3. The jurisdiction of the Court is invoked pursuant to 28 U.S.C. §1332, based on the diversity of citizenship of the respective parties in this cause and the amount in controversy being in excess of \$75,000.00.

VENUE

4. The action properly lies in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1391(b), because the claims underlying cause arose out of incidents which occurred, in part, in the County of Cook, State of Illinois, in this judicial district.

COUNT I – BREACH OF CONTRACT

5. At all times relevant hereto, Plaintiff Joyce Bros. was and is now engaged in the business of providing furniture delivery and installation, trucking, transportation and related services to customers.

6. On or about November 13, 2007, McNally engaged Joyce Bros. to perform moving and installation services at the Trump International Hotel & Tower located at 401 North Wabash Avenue, Chicago, Illinois. A true and correct copy of the engagement letter is attached hereto and incorporated herein as **Exhibit A**.

7. McNally agreed to pay Joyce Bros. for moving and installation services based on actual time and materials incurred. *See Ex. A.*

8. Joyce Bros. provided the necessary and proper moving, installation, and related services in conformance with the purposes for which McNally retained Joyce Bros.

9. After giving the McNally credit for any payments made, there is due and owing Joyce Bros., for the services rendered to McNally, the sum of \$214,466.47. A true and correct copy of the schedule of invoices that are over 120 days past due is attached hereto as **Exhibit B**.

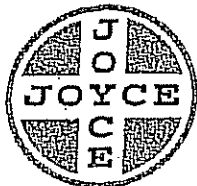
10. Joyce Bros. has made numerous demands on McNally for the payment of the amount due and owing, but McNally has failed and refused, and continues to fail and to refuse to pay the amounts due and owing.

WHEREFORE, Plaintiff **JOYCE BROS.**, prays that judgment be entered in its favor and against the Defendant, **MCNALLY INTERNATIONAL CORP.**, in the amount of \$214,466.67, plus interest, attorney's fees, and costs, and for such other and further relief as this Court deems just.

Respectfully submitted,

POLSINELLI SHALTON FLANIGAN SUELTHAUS PC

By: s/Carina M. Segalini
ANTHONY J. NASHARR (#6185855)
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ATTORNEYS FOR PLAINTIFF
JOYCE BROS. STORAGE & VAN CO.



JOYCE BROS.

- RELOCATION • TRANSPORTATION
- DISTRIBUTION • WAREHOUSING

DOMESTIC & GLOBAL

November 13, 2007

Mr. Kevin Smith
Chief Financial Officer
McNally International
460 Main Ave.
Wallington, NJ 07057

Dear Mr. Smith:

Thank you for selecting Joyce Bros. Storage & Van Company for your moving and installation needs. We look forward to working with you.

Please sign and date this letter, in the space provided, to confirm that McNally International, Inc. has engaged Joyce Bros. Storage & Van Company to perform moving and installation services as part of the Trump International Hotel & Tower effective November 5, 2007. As we work on defining the scope and preparing the formal contract, this letter will serve as confirmation that McNally International agrees to pay Joyce Bros. for moving and installation services based on actual time and material incurred.

I look forward to finalizing the terms of the contract with you in the company week.

Sincerely,

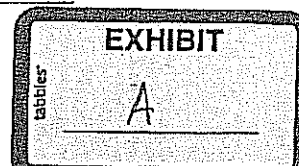
Dawn Fleming
Chief Financial Officer

DF/vjf

McNally International, Inc.

Kevin Smith, Chief Financial Officer

11/19/07
Date



MAGISTRATE JUDGE MASON

System: 10/1/2008 9:10:12 AM
 User Date: 10/1/2008

JOYCE BROS. STGE & VAN CO
 AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 Receivables Management

EDA

Page: 1
 User ID: CGALINDO

Ranges:

Customer ID: MCNALLYINT - MCNALLYINT
 Customer Class: First - Last
 Salesperson ID: First - Last
 Sales Territory: First - Last
 QUOTE #: First - Last
 Account Type: All
 Customer Name: First - Last
 ZIP Code: First - Last
 State: First - Last
 Telephone: First - Last
 Posting Date: First - Last
 Short Name: First - Last

Exclude: Zero Balance, No Activity, Fully Paid Documents, Unposted Applied Credit Documents, Multicurrency Info

Customer: by Customer Name

Document: by Document Number

* - Indicates an unposted credit document that has been applied.

Customer	Name	Account Type	Aged As of					
Document Number	Type	Date	Amount	0-30 Days	31-60 Days	61-90 Days	91-120 Days	121 and Over

MCNALLYINT	McHally International Corp	Open Item	9/26/2008					
QUOTE #:	Salesperson: 36	Territory: GENERAL						
0718653010013430	SLS	1/21/2008	\$50,100.45					\$50,100.45
10415		2/19/2008						(\$48,601.04)
0718653010014012	SLS	3/6/2008	\$50,137.06					\$50,137.06
0718653010014290	SLS	3/17/2008	\$41,288.10					\$41,288.10
0718653010014291	SLS	3/17/2008	\$11,296.84					\$11,296.84
0718653010014328	SLS	3/20/2008	\$39,360.46					\$39,360.46
0718653010014403	SLS	3/26/2008	\$28,325.00					\$28,325.00
0718653010014467	SLS	3/28/2008	\$8,485.62					\$8,485.62
0718653010014598	SLS	4/9/2008	\$7,099.25					\$7,099.25
0718653010014599	SLS	4/9/2008	\$7,864.12					\$7,864.12
0718653010014703	SLS	4/14/2008	\$855.00					\$855.00
0718653010014801	SLS	4/17/2008	\$2,533.42					\$2,533.42
0718653020014402	SLS	3/26/2008	\$2,150.81					\$2,150.81
0718653020014677	SLS	4/11/2008	\$1,088.00					\$1,088.00
0718653020014906	SLS	4/30/2008	\$5,207.44					\$5,207.44
0718653020015127	SLS	5/13/2008	\$2,140.00					\$2,140.00
0819117010016038	SLS	7/25/2008	\$3,033.88			\$3,033.88		
0019117010016359	SLS	8/22/2008	\$2,102.06		\$2,102.06			

Contact:

() - Ext.
 Terms: Net 30 Totals: \$214,466.47
 Credit: Unlimited

\$0.00	\$2,102.06	\$3,033.88	\$0.00	\$209,330.53
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1 Customer(s) Grand Totals: \$214,466.47 \$0.00 \$2,102.06 \$3,033.88 \$0.00 \$209,330.53

