

# Exhibit C

**Exhibit C**

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

CHICAGO REGIONAL COUNCIL OF CARPENTERS, )  
 ) Case No. 09CV 1063  
 )  
 ) Plaintiff, )  
 ) Judge Andersen  
 )  
 )  
 ) v. )  
 )  
 )  
 ) CHICAGO INSTALLATION COMPANY LLC d/b/a )  
 ) JOYCE INSTALLATION COMPANY, L.L.C., )  
 )  
 )  
 ) Defendant. )

**SWORN DECLARATION PURSUANT TO 28 U.S.C.A. § 1746**

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Raymond J. Sanguinetti declares as follows:

1. I am an associate of the law firm of Whitfield, McGann & Ketterman and am licensed to practice law in the State of Illinois and in the U.S. District Court for Northern District of Illinois, Eastern Division.
2. I have personal knowledge of the facts stated herein and if called to testify in this matter, I can competently testify to such facts from my own such knowledge.
3. I have in excess of 11 years experience representing trustees of employee benefit plans, including the prosecution of Federal Court litigation to compel compliance with the bonding provisions of the collective bargaining agreement and to collect delinquent employer contributions.
4. Defendant is obligated to pay the attorney fees and court costs incurred by the Plaintiffs pursuant to Article 18.7 of the Collective Bargaining Agreement, a copy of which is attached.
5. I have devoted 18.30 hours in connection with this case at the rate of \$195.00 per hour. The total attorney fees billings is \$3,568.50.

6. I certify that the attached detailed attorney fees and costs totaling \$3,973.00 were necessary and reasonable.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Declaration is true and correct.

Date: March 25, 2010

s/ RAYMOND J. SANGUINETTI

Attorney for the Chicago Regional  
Council of Carpenters Pension Fund, et  
al.

Selection Criteria

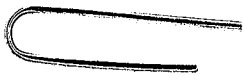
Case (hand select) Include: CDC.N7876/23489/50719  
Slip Classification Open  
ATTORNEY (hand Include: RJS

Rate Info - identifies rate source and level

Slip ID	ATTORNEY	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Case	Est. Time	Bill Status	
Description	Reference	Variance		
371879	RJS	2.50	195.00	487.50
TIME				
2/6/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75468 3/2/2009		0.00		
Revised two court federal complaint regarding section 301 jurisdiction. Included Dues Checkoff liability language. Prepared count against Michael Mudd personally.				
373383	RJS	0.25	195.00	48.75
TIME				
3/5/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75707 4/1/2009		0.00		
Telephone conversation with Mike Mudd regarding Dues Checkoff audit.				
373384	RJS	0.25	195.00	48.75
TIME				
3/5/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75707 4/1/2009		0.00		
Telephone conversation with Special Representative John Jarger regarding sending out an auditor to complete task.				
373388	RJS	0.25	195.00	48.75
TIME				
3/5/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75707 4/1/2009		0.00		
Review report of legal process server Scott Forrest Stern & Associates, Inc. Good corporate service. Prepared for filing with district court. Diary for default.				
373389	RJS	1.75	195.00	341.25
TIME				
3/5/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75707 4/1/2009		0.00		
Prepared motion for default judgment; Prepared notice of motion; Prepared certificate of service; Prepared exhibits; Prepared affidavit of attorney fees; Prepared draft order.				
373390	RJS	0.75	195.00	146.25
TIME				
3/5/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75707 4/1/2009		0.00		
Prepared affidavit of Special Representative				

Slip ID	ATTORNEY	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Case	Est. Time	Bill Status	
Description	Reference	Variance		
John Jarger in support of prove up.				
373391	RJS	0.50	195.00	97.50
TIME	Activity			
3/5/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75707 4/1/2009		0.00		
Prepared letter to Special Representative John Jarger regarding case status and material needed for prove up.				
375478	RJS	0.50	195.00	97.50
TIME	Activity			
4/10/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75981 5/1/2009		0.00		
Prepared letter to James Egan of James Egan & Associates and completion of a wage/ Dues Checkoff audit.				
375479	RJS	1.50	195.00	292.50
TIME	Activity			
4/10/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75981 5/1/2009		0.00		
Prepared motion for default judgment; Prepared notice of motion; Prepared certificate of service; Prepared exhibits; Prepared affidavit of attorney fees; Prepared draft order.				
375480	RJS	0.80	195.00	156.00
TIME	Activity			
4/10/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75981 5/1/2009		0.00		
Prepared affidavit of Special Representative John Jarger in support of prove up.				
375481	RJS	0.50	195.00	97.50
TIME	Activity			
4/10/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75981 5/1/2009		0.00		
Prepared letter to Special Representative John Jarger regarding materials needed for prove up.				
376833	RJS	1.00	195.00	195.00
TIME	Activity			
4/30/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:75981 5/1/2009		0.00		
Court Appearance				
379029	RJS	0.50	195.00	97.50
TIME	Activity			
6/1/2009	Billable	0.00	T@12	
Billed	CDC.N7876/23489/5071	0.00		
G:76601 7/1/2009		0.00		
Prepared correspondence to Special Representative John Jarger regarding audit and need for a referral to Legacy LLP				

Slip ID		ATTORNEY	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Case	Est. Time	Bill Status	
Description		Reference	Variance		
394861	TIME	RJS	3.50	195.00	682.50
3/4/2010		Billable	0.00	T@12	
WIP		CDC.N7876/23489/5071	0.00		
Review audit returned from Legacy Professionals for wages and dues. Telephone conversation with Special Representative John Jarger regarding same. Prepared strategy for enforcement of award.			0.00		
394863	TIME	RJS	1.75	195.00	341.25
3/4/2010		Billable	0.00	T@12	
WIP		CDC.N7876/23489/5071	0.00		
Prepared motion for supplemental judgment and for fees; Prepared notice of motion; Prepared certificate of service; Prepared exhibits; Prepared affidavit of attorney fees; Prepared draft order.			0.00		
394864	TIME	RJS	1.50	195.00	292.50
3/4/2010		Billable	0.00	T@12	
WIP		CDC.N7876/23489/5071	0.00		
Prepared affidavit of Special Representative John Jarger in support of supplemental judgment.			0.00		
394865	TIME	RJS	0.50	195.00	97.50
3/4/2010		Billable	0.00	T@12	
WIP		CDC.N7876/23489/5071	0.00		
Prepared letter to Special Representative John Jarger regarding materials needed for supplemental judgment.			0.00		
Grand Total					
			Billable	18.30	3568.50
			Unbillable	0.00	0.00
			Total	18.30	3568.50



CHICAGO REGIONAL COUNCIL OF CARPENTERS  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA

# COMMERCIAL AREA AGREEMENT

COOK, LAKE AND DUPAGE COUNTIES,  
IN ILLINOIS

2008 - 2010  
CONSTRUCTION DIVISION

Offices:  
12 East Erie Street  
Chicago, IL 60611  
Telephone: (312) 787-3076



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for the work which comes under the specialty branch of the trade for which he is indentured as stated herein.

## ARTICLE XVIII

### SETTLEMENT OF DISPUTES

18.1 Except as provided in Sections 12, 13, 14, 15, 27, 28, 34, 35, 36 and 37, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the UNION and the EMPLOYER within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the UNION must have information or documents in order to proceed, the EMPLOYER must provide such requested information within three (3) days of a written request. Failure of the EMPLOYER to timely provide such information shall be deemed an admission of the UNION or Employee's claim. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER. Disputes must be raised within thirty (30) days of the date the Employee or the EMPLOYER become aware of the event, giving rise to the dispute. However, the UNION may file a grievance under this provision for a violation of the collective bargaining agreement within thirty (30) days of a representative of the UNION first being made aware of the alleged violation. A representative of the UNION is defined as any elected Regional Council officer or any appointed Business Representative.

18.2 In the event that the dispute is not resolved within seven (7) calendar days after the parties' first meeting, the matter shall be referred to the Permanent Arbitration Board ("PAB") in writing by the grieving party within seven (7) calendar days after the expiration of the seven (7) calendar day period. This limitation period will only be extended by mutual written agreement between the UNION and the EMPLOYER.

18.3 The arbitration hearing shall begin not later than fourteen (14) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to

Arbitrator shall issue a written decision and findings four (4) calendar days after the completion of the arbitration hearing unless the Arbitrator requests written briefs from the parties in which the time for the Arbitrator's decision shall be two (2) calendar days after the completion of the hearing. limitation period may only be extended by mutual written agreement of the UNION and EMPLOYER.

18.4 The PAB shall consist of the following five Arbitrators mutually agreed upon between the UNION and EMPLOYER Association:

Steven Briggs  
Neil Gunderman  
Lisa Salkovitz-Kohn  
Robert McAllister  
Donald Peterson

In the event that any designated Arbitrator shall be unable or unwilling to act on the PAB, the UNION and EMPLOYER Association shall mutually agree and designate a substitute grievance shall be sent to the Arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the Arbitrator shall be requested to advise both parties promptly as to his or her next available hearing date or dates. If an Arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than fourteen (14) calendar days from the date of delivery of the letter of submittal of a grievance, then unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence. If no Arbitrator on the list is able to meet the fourteen (14) calendar day deadline, unless the parties agree otherwise, submission shall be sent to the next available Arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall



withdrawal of men by the UNION while the dispute is being processed through this procedure.

18.5 The parties shall mutually exchange all documentation that is relevant to the dispute and requested prior to the arbitration hearing.

18.6 In the event that a party refuses to arbitrate or fails to comply with the decision of the Arbitrator, the other party has the right to avail itself of any lawful means necessary to compel compliance, including but not limited to, judicial intervention, work stoppage by withdrawing bargaining unit Employees from the EMPLOYER who violates this article, and strike activities.

18.7 In any arbitration hearing brought pursuant to this Article, the Arbitrator shall have the authority to award the prevailing party its reasonable attorney fees and costs incurred in the action.

18.8 The administration of the PAB, including the selection of the Arbitrators shall be by mutual agreement of the UNION and MARBA. The administrative procedures will be determined by mutual agreement of the UNION and MARBA and set forth in a separate document.

#### ARTICLE XIX

##### USE OF MACHINERY, TOOLS AND

##### FACTORY MADE PRODUCTS

19.1 There shall be no restrictions on the use of machinery or tools, or use of factory made products.

19.2 Nothing in this Article shall be construed to assign the installation or assembly of factory made products to a person or persons outside the Bargaining Unit.

#### ARTICLE XX

##### MISCELLANEOUS PROVISIONS

20.1 EMPLOYER shall give notice to the UNION and the appropriate Fund Office in writing no later than ten (10) days

after the occurrence of any of the events relating to the EMPLOYER, occurring after the date hereof:

- (1) Formation of partnerships;
- (2) Termination of business;
- (3) Changes of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;
- (8) Admission to or withdrawal from any association operating as a multi-employer bargaining agent.

(9) Name and identity of any parent company, subsidiary company or division.

20.2 The EMPLOYER shall maintain an office and a telephone where he can be contacted during the usual working hours.

20.3 Whenever the EMPLOYER party to this Agreement is a partnership, it is agreed as follows:

(1) That one partner will execute the Agreement for the partnership and he shall be the only partner of that firm who shall work with the tools.

(2) In the case of a partnership which is a part of a multi-employer Bargaining Unit, only one partner may work with the tools and his name shall be supplied to the UNION on request.

(3) All other parties are specifically prohibited from working with the tools and shall not become Carpenter Employees of the firm to circumvent the provisions hereof.

20.4 EMPLOYER agrees to provide Employee with a statement each payday setting forth the following information:

- (1) Hourly rate and number of hours worked in payroll period.
- (2) Gross Salary.

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

CHICAGO REGIONAL COUNCIL OF CARPENTERS, )  
 ) Case No. 09CV 1063  
 )  
 ) Plaintiff, )  
 ) Judge Andersen  
 )  
 )  
 ) v. )  
 )  
 )  
 ) CHICAGO INSTALLATION COMPANY LLC d/b/a )  
 ) JOYCE INSTALLATION COMPANY, L.L.C., )  
 )  
 )  
 ) Defendant. )

SUPPLEMENTAL JUDGMENT ORDER

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WHEREAS, the Court entered an order against the Defendant on May 4, 2009 in the amount of \$405.00; and

WHEREAS, the Court ordered Defendant to submit reports detailing hours worked for its carpentry employees. The Court retained jurisdiction to enter judgment on any amounts shown due and owing;

NOW THEREFORE, upon application of the Plaintiffs and for good cause shown, a supplemental judgment is hereby entered against the Defendants in accordance with the prayer of the Motion for Supplemental Judgment; and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is entered in behalf of the Plaintiffs and against the Defendant, CHICAGO INSTALLATION COMPANY, LLC, d/b/a JOYCE INSTALLATION COMPANY, L.L.C. d/b/a Joyce Installation Company, L.L.C., in the sum of \$151,878.42.

ENTERED:

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WAYNE R. ANDERSEN  
UNITED STATES DISTRICT JUDGE

DATE: \_\_\_\_\_