

DECLARATION OF CHRISTINA BARNETT

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Christina Barnett, of full age, pursuant to 28 U.S.C. § 1746, hereby declare:

1. I am the Collections Specialist for the SEIU Healthcare IL Health & Welfare Fund (the “Welfare Fund”) and the SEIU Healthcare IL Pension Fund (the “Pension Fund”) (collectively the “Funds”) and in such capacity, have personal knowledge of the matters contained in this affidavit, and if necessary, I could testify to the facts contained herein.

2. I have responsibility for supervising delinquent accounts for the Funds, including computing delinquencies and following up to pursue payment. In 2017, my duties have included supervising the account of Teampay Healthcare LLC (“Teampay”) because Teampay has been delinquent.

3. Pursuant to the terms of the collective bargaining agreements, employers are required to make contributions to the Funds on behalf of their covered employees.

4. The Defendant Companies have been parties to a Master Agreement between SEIU and the Illinois Association of Health Care Facilities (hereinafter “Agreement”) at all relevant times.

As a result, during 2017, Teampay was required to file monthly reports and contribute as follows:

- (a) \$150.00 per month, per employee covered by the Agreement to the Welfare Fund;
- (b) \$0.22 per hour worked, per employee covered by the Agreement, to the Pension Fund; and
- (c) \$8.66 or \$50.00, deducted from the employee’s pay and remitted to the Welfare Fund monthly, for employees who have elected certain Welfare Fund benefits.

5. Under the collective bargaining agreements, the Funds' trust agreements, and the Funds' collection policies, once a lawsuit is filed, employers incur liability to the Funds for liquidated damages equal to 20% of the delinquent contributions.

6. Under the Funds' Trust agreements, employers are also liable for interest on delinquent contributions at a rate of 1% compounded monthly until paid and attorneys' fees and other costs of collection.

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7. Teampay never remitted reports for 2017. But in emails of October 27 and 30, 2017, Teampay's representative, Dawn Dobbs, submitted payroll information that I was able to use to compute what Teampay owes for its employees working at facilities called Courtyard and Norridge.

These tables show my computations:

Teampay Courtyard Delinquencies	Welfare	Payroll Deductions	Pension
April 2017	\$ 900.00	\$ 17.32	\$ -
May 2017	\$ 1,200.00	\$ 17.32	\$ 318.04
June 2017	\$ 1,800.00	\$ 17.32	\$ 373.23
July 2017	\$ 1,500.00	\$ 17.32	\$ 409.42
August 2017	\$ 2,100.00	\$ 17.32	\$ 384.07
September 2017	\$ 2,400.00	\$ 17.32	\$ 701.64
October 2017	\$ 2,550.00	\$ 17.32	\$ 221.71
November 2017	\$ 2,550.00	\$ 17.32	\$ -
Total Principal Contributions	\$ 15,000.00	\$ 138.56	\$ 2,408.11
20% Liquidated Damages	\$ 3,000.00	\$ -	\$ 481.62
Interest	\$ 454.20	\$ -	\$ 87.28
Teampay Courtyard Delinquency	\$ 18,454.20	\$ 138.56	\$ 2,977.01

Teampay Norridge Delinquencies	Welfare	Payroll Deductions	Pension
April 2017	\$ 2,400.00	\$ 127.94	\$ -
May 2017	\$ 3,000.00	\$ 127.94	\$ 572.00
June 2017	\$ 3,000.00	\$ 127.94	\$ 624.53
July 2017	\$ 3,000.00	\$ 127.94	\$ 662.81
August 2017	\$ 3,300.00	\$ 127.94	\$ 630.80
September 2017	\$ 3,300.00	\$ 127.94	\$ 958.05
October 2017	\$ 3,600.00	\$ 127.94	\$ 324.67
November 2017	\$ 3,750.00	\$ 127.94	\$ -
Total Principal Contributions	\$ 25,350.00	\$ 1,023.52	\$ 3,772.86
20% Liquidated Damages	\$ 5,070.00	\$ -	\$ 754.57
Interest	\$ 877.89	\$ -	\$ 142.00
Teampay Norridge Delinquency	\$ 31,297.89	\$ 1,023.52	\$ 4,669.43

8. Teampay's only payments towards these delinquencies are two checks, numbers 1103 and 1104, in the respective amounts of \$6,890.52 and \$1,339.60.

9. Teampay also owes attorneys' fees, but those are not included in the chart above.

10. Dawn Dobbs has held herself out as Teampay's representative responsible for handling Teampay's obligations under its labor contract, including its obligations to the Funds, including in that she has communicated by telephone and email about the amounts Teampay owes; about the logistics of computing Teampay's obligations and how to pay them; about Teampay's obligation to deduct certain amounts from employees' wages and remit those amounts to the Funds; and about the partial payments described above.

11. Despite demand being duly made, as of the date of this declaration, Teampay has refused to offer any specific proposal for how it would pay the balance of what it owes.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 11/30/17



Christina Barnett

DECLARATION OF JOSIAH A. GROFF

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Josiah A. Groff, of full age, being duly sworn on my oath, depose and say as follows:

1. This affidavit is based on my personal knowledge and, if necessary, I could testify to the facts contained in this affidavit.

2. I am an attorney admitted to the bar of this Court and the bar of the State of Illinois.

3. I have been an attorney at the firm of Dowd, Bloch, Bennett, Cervone, Auerbach & Yokuch (“Firm”) since 2011 where I practice primarily in the areas of labor, employment, and employees benefits law. Since 2016, I have been a partner at the Firm. In this position, I have responsibility in representing Plaintiffs in Case No. 17-cv-5946.

4. As of the filing of this motion for final judgment on the remaining counts, the Firm has spent a total of 50.60 hours related to this case with respect to this case in conferring with and writing to the client, drafting demand letters, conferring with the client regarding the amounts owed and outstanding reports and contributions, drafting correspondence to Defendant Teampay Healthcare LLC (“Teampay”) regarding amounts owed, phone conferences with Teampay regarding outstanding payments, phone conferences and letters to Teampay regarding filing suit, phone conferences and correspondence to Teampay regarding payment of outstanding contributions and resolving this lawsuit, reviewing documents, preparing and reviewing the complaint and related documents, arranging for service on Teampay and Dawn Dobbs, appearing in court on status hearings, preparing and reviewing the earlier motion for default against Teampay, preparing subpoenas regarding damages and the location of Defendant Reggie Griffin, preparing and review a motion to extent time to serve Defendant Reggie Griffin, preparing and reviewing this motion for

entry of final judgment on the remaining counts, and preparing and reviewing this affidavit and the related motion, notice, proposed order, and other material. Our firm has been attempting to resolve this collection matter with Teampay since July 2017.

5. I anticipate that, after completing this affidavit and filing the motion, we will devote at least three additional hours to the case in preparing for and attending the hearing on the motion, examining any order or orders that may be entered, and informing our client and the Defendants of the results; and I therefore seek recovery on behalf of the Funds of the charge which will be made for three hours of my time beyond the hours described in ¶4.

6. Our firm charges the Funds a rate of \$185.00 per hour for associate's work, \$240.00 per hour for the partners' work \$95.00 per hour for paralegals' work, and \$100.00 per hour for law clerks for matters in litigation. For pre-litigation matters, which most of this case was, the rates are \$160.00, \$200.00, \$95.00 and \$100.00, respectively. I believe these hourly rates are within the range of what is normal and reasonable for lawyers in this area with these levels of ability and experience.

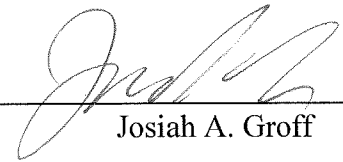
7. In addition to the fees, the Funds seek recovery of costs from Teampay in the amount of \$778.30, including \$400.00 for the filing fee, as well as postage costs, subpoena fees, and filing fees for filings with the Illinois Secretary of State because Teampay has failed to appoint a registered agent in Illinois.

8. In communicating with me since July 2017, Dawn Dobbs has held herself out as Teampay's representative responsible for handling Teampay's obligations under its labor contract, including its obligations to the Funds, including in that she has communicated by telephone and email about the amounts Teampay owes; about the logistics of computing Teampay's obligations and how to pay them; about Teampay's obligation to deduct certain amounts from employees' wages and remit those amounts to the Funds; and about the partial payments described above.

9. Based on the hours that have been expended and that I anticipate will be expended on behalf of the Funds, the Funds will have incurred attorneys' fees in the total amount of \$10,281.50 in this case. The total fees and costs incurred and expected to be incurred are \$11,059.80.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: Nov. 30, 2017



Josiah A. Groff